

**MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR PRIVADA**

THIS MASTER DECLARATION of Covenants, Conditions, Restrictions and Easements for Privada (hereinafter termed the "Declaration") is made this 21st day of August, 2019, by **WISH IN ONE HAND ENTERPRISES, LLC** a Nebraska limited liability company (hereinafter sometimes termed "Declarant").

WITNESSETH:

WHEREAS, Declarant and Skrupa Investment Company, a Nebraska Corporation ("Skrupa"), are the owners and developer of approximately 184 acres of land in Omaha, Douglas County, Nebraska, known as Privada and legally described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the development of the Covered Property, Declarant may, without obligation, record various subdivision plats; dedicate portions of Privada to the public for streets, roadways, drainage, flood control, and general public use; and set forth additional covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements applicable to portions of Privada; and

WHEREAS, Declarant desires to form a Master Owners Association for Privada Owners (as said terms are defined herein below), which Master Owners Association will: (1) own, construct, operate, manage and/or maintain a variety of Common Areas within Privada; (2) establish, levy, collect and disburse assessments and other charges imposed hereunder; and (3) as the agent and representative of the members of the Association, administer and enforce all provisions hereof; and

WHEREAS, the Declarant desires to subject all of the Covered Property to the Declaration as hereinafter set forth.

When Recorded Return To:
James D. Buser
Pansing Hogan Ernst & Bachman, LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

0283135

NOW, THEREFORE, DECLARANT hereby declares, covenants and agrees as follows:

ARTICLE I
DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following meanings:

1.1 “Annual Assessment” shall mean the charge levied and assessed each year against each Lot and/or Tract pursuant to Article VII, Section 7.2 hereof.

1.2 “Arterial Street Frontage” shall mean those areas adjacent to the Covered Property designated as Arterial Street Frontage on the Common Area Plat.

1.3 “Articles” shall mean the Articles of Incorporation of the Association as the same may from time to time be amended or supplemented.

1.4 “Assessable Property” shall mean any Lot and/or Tract, except such part of parts thereof as may from time to time constitute Exempt Property.

1.5 “Assessment” shall mean an Annual Assessment, Special Assessment, and/or Penalty Assessment.

1.6 “Assessment Lien” shall mean the lien created and imposed by Article VII, Section 7.1 hereof.

1.7 “Assessment Period” shall mean the time period set forth in Article VII, Section 7.6 hereof.

1.8 “Association” shall mean Privada Master Owners Association, a Nebraska not-for-profit corporation, which has been organized by Declarant to administer and enforce the Declaration and to exercise the rights, powers and duties set forth in this Declaration, its predecessors or successors, whether incorporated or unincorporated and assigns.

1.9 “Association Land” shall mean such part or parts of the Covered Property, together with any buildings, structures and Improvements thereon, and other real property the Association may at any time own in fee or in which the Association may at any time have a leasehold interest, for as long as the Association is the owner of the fee or leasehold interest.

1.10 “Board” shall mean the Board of Directors of the Association.

1.11 “Building” shall mean any building, garage, utility shed or building, or similar above ground structure.

1.12 “Bylaws” shall mean the Bylaws of the Association as the same may from time to time be amended or supplemented.

1.13 “City” shall mean the City of Omaha, Nebraska.

1.14 “Common Area” shall mean (a) all Association Land and the Improvements thereon; (b) all land within the Covered Property which the Declarant by the Subdivision Agreement, this Declaration or other Recorded instrument, makes or is required to make available for common use by Members of the Association; (c) all land and Improvements within the Covered Property which by Plat or Recorded easement is to be used for signage, vehicular or pedestrian ingress and egress, sewers, landscaping, water retainage, drainage, entryways, monument signed, storm water detention facilities, and/or flood control for the common benefit of the entirety of Privada and/or the general public; and/or (d) all land within Privada which is owned privately or by a governmental agency, including the City, County or S.I.D., for which the Association has accepted responsibility for operation or maintenance, and for which the Association benefits by limited use, full use, or aesthetic consistency, for the general benefit of the Members.

1.15 “Common Area Plat” shall mean the Common Area Plat affixed hereto as Exhibit “B”, as amended from time to time.

1.16 “County” shall mean and refer to the County of Douglas, State of Nebraska.

1.17 “Covered Property” shall mean the real property situated in the City of Omaha, Douglas County, Nebraska legally described on Exhibit “A” attached hereto, and any and all Improvements completed thereon.

1.18 “Declarant” shall mean Wish In One Hand Enterprises, LLC, a Nebraska limited liability company, and the successors and assigns of Declarant’s rights and powers hereunder.

1.19 “Declaration” shall mean this Master Declaration of Covenants, Conditions, Restrictions and Easements, as amended or supplemented from time to time.

1.20 “Deed” shall mean a deed or other instrument conveying the fee title in a “Lot” or “Tract”.

1.21 “Developer” means a person or entity who is engaged in residential or commercial real estate development and who purchases one or more Lots or Tracts from the Declarant for the purpose of constructing Improvements thereon for sale or lease.

1.22 “Development Agreement” shall mean the Development Agreement between the City and Declarant dated June 19, 2019, as the same may be amended from time to time so long as an amendment does not materially impact lots not owned by the Declarant.

1.23 “Drainage Way” shall mean those portions of the Covered Property designated as Drainage Way on the Common Area Plat.

1.24 “Dwelling Unit” shall mean any building or portion of a building situated upon a Lot or Tract designed and intended for use and occupancy as a residence.

1.25 “Exempt Property” shall mean the following parts of Privada:

- (1) All land and Improvements owned by or dedicated to the United States, the State of Nebraska, Douglas County, the City of Omaha, the S.I.D. or any political subdivision;
- (2) All Association Land, for as long as the Association is the owner thereof; and
- (3) Outlots.

1.26 “Green Space” shall mean those portions of the Covered Property designated as Green Space on the Common Area Plat.

1.27 “Feature and Signage Area” shall mean those portions of the Covered Property designated as Feature and Signage Area on the Common Area Plat.

1.28 “Highway Commercial” shall those portions of the Covered Property designated as Highway Commercial on the Tract Map.

1.29 “Improvement” shall mean, but not be limited to, buildings, sheds, utility structures and improvements, roads, drives, dams, channels, basins, parking areas, lighting, walkways, fences, hedges, landscaping, mass plantings, walls, poles, signs, antennas, dish antennas, planted trees, and all other structures or landscaping improvements of every type and kind.

1.30 “Land Use Restriction” shall mean any land use restrictions imposed on the Outlots, Tracts and/or Lots pursuant to Article IV.

1.31 “Lessee” shall mean the Lessee under a lease of a Lot or Improvements constructed on a Lot.

1.32 “Lot” shall mean any area of real property within the Covered Property designated as a lot on any Plat.

1.33 “Maintenance Charges” shall mean any and all costs assessed against a Lot or Tract pursuant to Article X, Section 10.10 hereof.

1.34 “Master Plat” shall mean the Recorded final plat of Privada, a subdivision in Douglas County, Nebraska, a copy of which is attached hereto as Exhibit “C”.

1.35 “Member” shall mean any person or entity holding a Membership in the Association pursuant to this Declaration.

1.36 “Membership” shall mean a Membership in the Association and the corresponding rights, privileges and responsibilities of the Owners and Declarant pursuant to Article VI hereof.

1.37 “Multi-Family Tract” shall mean the Lots and Outlots encompassed within the Multi-Family Tract Area depicted on the Tract Plan.

1.38 “Non-Arterial Street Frontage Area” shall mean those portions of the Covered Property designated as Non-Arterial Street Frontage Area on the Common Area Plat.

1.39 “Notice” shall mean actual or constructive notice of any fact. Notice with respect to receipt of any document shall mean delivery of the document in person, by posting in accordance with Nebraska law delivery by or regular or certified mail. If delivery is by regular or certified mail, the effective date of notices shall be the date of delivery if personally delivered or the date of mailing if mailed.

1.40 “Outlot” shall mean an outlot as platted pursuant to the Master Plat or any subsequent Plat.

1.40 “Owner” shall mean the person or persons holding the beneficial ownership of the fee title to a Lot or Outlot as shown on the records of the Douglas County, Nebraska, Register of Deeds (including the purchaser under a contract of sale of real property within Privada), but shall not include persons holding only a security interest or a Lessee.

1.41 “Penalty Assessments” shall mean assessments imposed for violation of the Declaration, Articles, Bylaws or Privada Rules, pursuant to the procedures established from time to time by the Board. Such assessments shall be punitive in nature and may be imposed without regard to whether or not monies have been expended by the Association as a result of such violation.

1.42 “Period of Declarant Control” shall mean and refer to the period commencing on the date of this Declaration first set forth above and terminating on the earlier of: (a) the date the last of the Lots in each and every Tract within the Covered Property is conveyed to an Owner other than Declarant; or (b) any earlier date specified by the Declarant in a written notice to the Association that the Period of Declarant Control is to terminate on that Date.

1.43 “Permittee” shall mean all Owners, their Lessees or licensees, and each of their respective immediate family members, officers, directors, employees, agents, contractors, customers, vendors, visitors and invitees.

1.44 “Plat” shall mean the Master Plat and any subsequent Recorded final plats or replats of all or part of Privada.

1.45 “Recording” shall mean placing an instrument of public record in the office of the Register of Deeds of Douglas County, Nebraska, and “Recorded” shall mean having been so placed on public record.

1.46 “Resident” shall mean each natural person residing in a Dwelling Unit.

1.47 “Residential Association” shall mean the Residential Association created pursuant to the Residential Declaration.

1.48 “Residential Declaration” shall mean the Residential Declaration of Covenants, Conditions, Restrictions and Easements Recorded against the Residential Tract.

1.49 “Residential Tract” shall mean the Lots and Outlots encompassed within the Residential Tract Area depicted in the Tract Plan.

1.50 “Shoreline Buffer” shall mean any portions of the Covered Property designated as Shoreline Buffer on the Common Area Plat.

1.51 “S.I.D.” shall mean Sanitary and Improvement District No. 595 of Douglas County, Nebraska.

1.52 “Special Assessments” shall mean any assessment levied and assessed pursuant to Article VII, Section 7.3 hereof.

1.53 “Privada” shall mean the development encompassed by the Covered Property.

1.54 “Privada Rules” shall mean the rules for Privada adopted by the Board pursuant to Article V, Section 5.4 hereof.

1.55 “Storm Water Detention Pond Area” shall mean those portions of the Covered Property designated as Storm Water Detention Pond Area on the Common Area Plat.

1.56 “Streetscape Maintenance Agreement” shall mean the Streetscape and Entrance Sign Maintenance Agreement to be entered into by Declarant, the Association and the City for the maintenance of certain Privada improvements constructed within public right-of-way.

1.57 “Sub-Association” shall mean an owners’ association created within Privada other than the Master Association, as contemplated by Article V, Section 5.6 hereof.

1.58 “Subdivision Agreement” shall mean the Subdivision Agreement by and between the City and Declarant dated June 19, 2019, as the same may be amended from time to time.

1.59 “Subsequent Phase Declaration” shall mean any Amendment to the Declaration or Amended and Restated Declaration for the purpose of incorporating additional phases into the Privada.

1.60 “Supplemental Declaration” shall mean any declaration of covenants, conditions, restrictions and easements or similar document Recorded against a Tract or other part of Privada.

1.61 “Tract” shall mean a tract of land within Privada depicted as a tract on the Tract Plan; initially the Highway Commercial Tract, Residential Tract, and Multifamily Tract as depicted on the Tract Plan.

1.62 “Tract Plan” shall mean the plan illustrating the Tracts attached hereto as Exhibit “D” hereto.

1.63 “Undeveloped Future Phase Tract” shall mean the land encompassed within the Undeveloped Future Phase Tract Area depicted in the Tract Plan.

ARTICLE II
PROPERTY SUBJECT TO THE PRIVADA DECLARATION

Declarant intends to develop Privada and to develop, improve, lease, sell and/or convey Lots. Declarant hereby declares that all of the real property within Privada is, and shall be, held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration and any Plats applicable thereto, as amended or modified from time to time; provided, however, property which is not part of a Lot or an Outlot and which is dedicated to the public or a governmental entity for public purposes shall not be subject to this Declaration. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of Privada and is established for the purpose of enhancing and protecting the value, desirability and attractiveness of Privada and every part thereof. This Declaration shall run with the Covered Property and with all Lots, Tracts and Association Land for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners, Lessees and Residents and their successors in interest. Nothing in this Declaration shall be construed to prevent the Declarant from modifying the Development Agreement or Subdivision Agreement as may apply to any portion of Privada owned by the Declarant, from replatting Lots or Tracts or from dedicating or conveying portions of Privada owned by the Declarant, including streets or roadways, for uses other than as a Lot, Tract or Association Land. As long as the Declarant owns any Lot or Tract, Declarant approval is also required for any amendment to a Tract Plat which approval shall not be unreasonably held or delayed.

ARTICLE III
COMMON AREA EASEMENTS

Section 3.1. Easements of Enjoyment. Every Owner and Permittee shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights and right to use the Association property and other Common Areas by any Member (i) for any period during which any Assessment against such Member's Lot remains delinquent or (ii) for a period not to exceed sixty (60) days for any infraction of this Declaration, or the Privada Rules, and for successive suspension periods if any such infraction is not corrected during any prior suspension period. The Member's obligation to continue to pay Assessments shall continue even though voting rights and the right to use the Association Property and other Common Areas has been suspended.
- (b) The right of the Association to grant easements, dedicate or transfer all or any part of the Common Areas to any public agency, authority, or private or public utility company for such purposes and subject to such conditions as may be agreed to by the Association. Unless otherwise required by the Subdivision Agreement, zoning stipulations, or other agreements with the City effective prior to the date hereof or specified on a Plat, no such dedication or transfer shall be effective unless approved by the Declarant during the Period of Declarant Control and thereafter approved by the Owners representing at least seventy-five (75%) of the votes entitled to be cast by the Members. Notwithstanding the foregoing, the Board shall have authority to authorize the transfer to such public agencies, authorities or utility companies' easements and rights-of-way which are intended to benefit Privada and which do not have any substantial adverse affect on the enjoyment of the Common Areas by the Members.
- (c) The right of the Association to regulate the use of the Common Areas through the Privada Rules and to prohibit access to those Common Areas, such as landscaped rights-of-way and signage areas, not intended for use by the Members. The Privada Rules shall be intended, in the absolute discretion of the Board, to enhance the preservation of the Common Areas for the safety and convenience of the users thereof, or otherwise shall serve to promote the best interests of the Owners and Residents.

Section 3.2. Delegation of Use. Any Member may, in accordance with the Privada Rules and the limitations therein contained and this Declaration, delegate the right of enjoyment in the Common Areas to Permittees subject to the doctrine of respondeat superior.

ARTICLE IV LAND USE RESTRICTIONS AND PERMITTED USES

Section 4.1. Zoning Land Use Restrictions. No Owner of a Lot or Tract shall use such Lot or Tract for uses other than permitted uses for such Lot or Tract under the City approved zoning for Privada, including the Development Agreement, without the prior written approval of Declarant, which approval may be withheld in Declarant's sole discretion.

Section 4.2. Restrictions Applicable to Covered Property. The following uses shall not be permitted on any of the Covered Property:

1. Any business exclusively providing services for Off-track betting, bingo parlor, keno or other gambling establishment;
2. Vaping shop or marijuana dispensaries;
3. Car, truck or recreational vehicle repairing, rental, servicing, sale, display or leasing;
4. Adult book or video store (meaning any book or video establishment deriving more than five percent (5%) of its revenue from the sale, lease, rental or display of sexually explicit material of any kind);
5. Auction house;
6. Mobile home park;
7. Junkyard or stockyard;
8. Dumping, sorting, disposal, incineration or reduction of trash or garbage except for dumpsters and trash removal incidental to a permitted use;
9. Laundromat;
10. Funeral home or mortuary;
11. Check cashing business, except as incidental to the operation of a bank;
12. Payday loans;
13. Pawnshop; and
14. Tattoo or piercing parlor.

Notwithstanding the foregoing, the foregoing restrictions shall not prohibit the Owners from engaging in the foregoing uses as may be incidental to their primary business as long as such uses are not being offered to the general public for commercial gain.

Section 4.3. Restrictions Applicable to Residential Tract. The following covenants and restrictions shall apply only to Lots and the Owners and Residents within the Residential Tract.

- (a) Residential Use. All Dwelling Units shall be used, improved and devoted exclusively to residential use by a single family. No trade or business may be conducted on any Lot or in or from any Dwelling Unit, except that an Owner or other Resident of a Dwelling Unit may conduct a business activity within a Dwelling Unit so long as the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit, and is in compliance with all laws including licensing and zoning laws.
- (b) Tenants. The entire Dwelling Unit on a Lot may be leased to a single-family Lessee from time to time by the Owner, subject to the provisions of this Declaration. Lessees shall be bound by the terms of this Declaration and the Privada Rules. Owners shall continue to have financial liability for the acts or omissions of their Lessees.

Section 4.4. Restrictions Applicable to Multi-Family Tract. The Multi-Family Tract shall be used for purposes consistent with and in compliance with and as permitted by the City zoning regulations and the Development Agreement entered into with the City for such Tract.

Section 4.5. Restrictions Applicable to Highway Commercial Tract. The Highway Commercial Tract shall be used for purposes consistent with and as permitted by the City zoning regulations and the Development Agreement entered into with the City for such Tract.

ARTICLE V ORGANIZATION OF ASSOCIATION

Section 5.1. Formation of Association. The Association shall be a Nebraska not-for-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 5.2. Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. The Board may also appoint various committees and appoint a manager or management company who shall, subject to the direction and supervision of the Board, be responsible for the day to day operation of duties and responsibilities assigned to the Association by this Declaration. The Board shall determine the compensation to be paid to officers or any employee, manager or management company. Unless this Declaration specifically requires a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board.

Section 5.3. Initial Board of Directors. The initial Board of the Association shall consist of not less than three (3) nor more than nine (9) Directors and shall be appointed by the Declarant upon the incorporation of the Association. One seat on the initial Board shall consist of an appointed representative of the Multifamily Tract.

Section 5.4. The Privada Rules. The Board may, from time to time, and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations pertaining to: (i) the management, operation and use of the Common Areas including, but not limited to, any recreational facilities situated upon the Common Areas; (ii) minimum standards for any maintenance of Lots and Tracts; or (iii) the health, safety or welfare of the Owners and Residents. In the event of any conflict or inconsistency between the provisions of this Declaration and the Privada Rules, the provisions of this Declaration shall prevail. The Privada Rules shall be enforceable by the Association in the same manner and to the same extent as the covenants, conditions and restrictions set forth in this Declaration. The Privada Rules initially adopted by the Board and all amendments during the Period of Declarant Control shall be

effective only after approval by Declarant. After the expiration of the Period of Declarant Control, the Privada Rules may be amended by the Board.

Section 5.5. Personal Liability. No member of the Board or of any committee of the Association, no officer of the Association, and no other employee or representative of the Association shall be personally liable to any Member, or to any other person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, any representative or employee of the Association, or any committee, committee member or officer of the Association; provided, however, the limitations set forth in this Section 5.5 shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

Section 5.6. Sub-Association. The Declarant shall have the right to form an owners or similar association for land property it owns pursuant to a Supplemental Declaration. In the event any owners or similar association is to be formed by a Developer (other than the Declarant) of a Tract or subdivision of a part of Privada, the Supplemental Declaration(s) and the articles of incorporation and bylaws or other governing documents for such Sub-Association(s) shall not be effective unless the contents thereof have been approved by the Declarant and in all events such Supplemental Declaration and Sub-Association(s) and the rights of its members shall be subject and subordinate to the provisions of this Declaration, the provisions of the Articles and Bylaws of the Association, and the provisions of the Privada Rules. Each Supplemental Declaration and Sub-Association may establish additional use restrictions, design standards or performance standards as long as they do not diminish the standards set forth in this Declaration.

ARTICLE VI MEMBERSHIP AND VOTING

Section 6.1. Membership and Voting.

- a) Membership of the Association. Except for Owners of Lots in the Residential Tract, each Owner of a Lot within the Covered Property shall be a Member of the Association. The Residential Association shall be a Member of the Association on behalf of the Owners of the Lots in the Residential Tract. Except as otherwise set forth in this Declaration, the decisions of the Association shall be determined by a majority of the total number of votes of the Members.
- b) Votes. Each Tract shall be allocated the percentage of total Member votes as set forth in Exhibit "E". The total number of votes allocated to the Lots shall be based on a formula (more fully set forth below) taking into account the actual acreage of each Lot with respect to the total acreage of the Tract within which each Lot is located. For this purpose, each Tract is allocated the percentage of total Member votes, as follows: (i) the Highway Commercial Tract shall have five and twenty-four hundredths percent (5.24%) of the total Member votes; (ii) the Multifamily Tract shall have sixteen and eleven hundredths percent (16.11%) of the total Member votes; (iii) the Undeveloped Future Phase Tract shall have thirty-four and ninety-one hundredths percent (34.91%) of the

total Member votes; and (iv) the Residential Tract shall have forty-three and seventy four hundredths percent (43.74%) of the total Member votes.

Except for the Lots within the Residential Tract, the total number of votes allocated to the Lots shall be the product of a fraction, the numerator of which is the actual acreage of a Lot and the denominator of which is the total acreage of the Tract in which the Lot is located, multiplied times the percentage of total Member votes allocated to the Tract. Exhibit "E" attached hereto sets forth the total acreage of each Lot, the total acreage of each Tract, and the total number of votes allocated to each Lot using the formula set forth above.

In the event that a Lot or Lots are replatted or combined, then the Member votes allocated to the subdivided or combined Lots shall be reallocated to the replatted Lots proportionately according to the acreage of the Lots as replatted or combined using the formula set forth above.

Section 6.2. Sub-Association Exercise of Voting Rights. The Residential Association shall have the right to cast all of the votes allocated to the Residential Tract and otherwise represent the Residential Tract as a Member of the Association. In the event that additional Sub-Associations are created for one or more of the other Tracts, if and to the extent provided for in a Supplemental Declaration Recorded against such Tract, all, but not less than all, of the votes allocated to the Lots within such Tract may be cast by the Sub-Association as representative of the Owners of such Tract. In the event that the Association voting rights are delegated to a Sub-Association for a Tract, such votes shall be cast by the president of the Sub-Association or other officer of the Sub-Association as authorized by the Sub-Association.

Section 6.3. Right to Vote. In all events, the Board may require reasonable proof of authority of a person casting votes and may refuse to accept a vote if such proof is not provided to the Board. The votes for each Member must be cast as a unit and may not be split. In the event that a Membership is owned by more than one (1) person or entity and such owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that said Member was acting with the authority and consent of all other owners of the same Membership unless objection thereto is made at the time the vote is cast. In the event more than one (1) vote is cast for a particular Membership, none of said votes shall be counted and all said votes shall be deemed void.

Section 6.4. Enforcement. This Declaration, including all restrictions set forth herein, and the rules and regulations may be enforced by injunctive relief, specific performance or the imposition of reasonable monetary fines as allowed by Law and suspension of use and voting privileges. These powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or rules and regulations of the Association.

ARTICLE VII
COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

Section 7.1. Creation of Lien and Personal Obligations of Assessments and Maintenance Charges. The Declarant, for each Lot and Tract established within Privada, hereby covenants and agrees, and each Owner by acceptance of a Deed therefor (whether or not it shall be so expressed in such Deed and whether or not such Owner is a Member of the Association) is deemed to covenant and agree to pay to the Association, or with respect to the Owners within the Residential Tract to pay the Residential Association its portion of the Assessments (as set forth in the Residential Declaration), the following assessments and charges: (1) Annual Assessments established by this Article VII, (2) Special Assessments for capital improvements or other extraordinary expenses or costs established by this Article VII, (3) Penalty Assessments as set forth by this Article VII, and (4) any Maintenance Charges and all such Assessments to be established and collected as hereinafter provided. The Annual Assessments, Special Assessments and Penalty Assessments, together with interest, incidental and taxable costs, and reasonable attorney's fees, and all other sums which may become due and payable to the Association shall be a charge on the Lot or Tract, as the case may be, and shall be a continuing lien upon such Lot or Tract, as the case may be. The Annual and Special Assessments shall be levied and assessed in the same proportion as the votes assigned to the Lot or Tract. Each such Annual Assessment, Special Assessment and Penalty Assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot or Tract and, as the case may be, the Residential Association at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by the successors. Notwithstanding the foregoing, the successor in title shall be obligated to correct any violation of the Declaration or the Privada Rules that exist upon the transfer of title to the Lot; provided, however, the transfer of title shall not extinguish any Assessment Lien except a transfer pursuant to foreclosure of a superior lien in which the Assessment Lien has been extinguished by such foreclosure.

Section 7.2. Annual Assessments. Within thirty (30) days of the commencement of each fiscal year, commencing with the 2020 fiscal year, the Board shall estimate the costs and expenses to be incurred by the Association during the fiscal year in performing its functions (including a reasonable provision for contingencies, reserves and replacements) and shall subtract from such estimate an amount equal to other projected revenues and surplus balances not needed for reserves and contingencies. The estimated costs for the reserves shall not exceed more than ten percent (10%) of the Annual Assessment. All funds shall be held in trust by the Association for the use and benefit of its Members. Except for the Residential Tract, the sum or net estimate shall be assessed on a monthly, quarterly, semi-annual or annual basis as determined by the Board to all Owners in shares proportionate to their voting rights as set forth more fully herein. For the Residential Tract, the sum or net estimate of the Residential Tract assessment shall be assessed on a monthly, quarterly, semi-annual or annual basis as determined by the Board to all Residential Tract Owners in shares proportionate to the percentages listed herein: (i) the Villa Lots five and ninety-five hundredths percent (5.95%) of the Residential Tract assessment; (ii) the Estate Lots sixteen and eighty-two hundredths percent (16.82%) of the Residential Tract assessment; (iii) the Custom Lots shall have thirteen and eighty hundredths

percent (13.80%) of the Residential Tract assessment; and (iv) the Acreage Lots shall have seven and seventeen hundredths percent (7.17%) of the Residential Tract assessment. If at any time, and from time to time during any fiscal year, the Annual Assessment proves or appears likely to be inadequate, for any reason, including nonpayment of any Owner's share, the Board may levy a supplemental Annual Assessment in the amount of such actual or estimated inadequacy, which shall be assessed to Owner's in the same proportion as the initial Annual Assessment.

Section 7.3. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment Period, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction of improvements the Declarant is not otherwise responsible for constructing or improving pursuant to the Development Agreement or Mixed Use Agreement, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for the purpose of defraying other extraordinary expenses. The provisions of this Section are not intended to preclude or limit the assessment, collection or use of Annual Assessments for the aforesaid purposes.

Section 7.4. Penalty Assessments. Penalty Assessments may be imposed for violation of the Declaration, Articles of Incorporation, Bylaws, or Privada Rules, pursuant to the notice provisions and procedures established by the Board.

Section 7.5 Budgets and Financial Statements of the Association. The following financial information shall be regularly prepared and distributed by the Board to all Members of the Association:

7.5.1 Within sixty (60) days after the end of each fiscal year of the Association, the Board shall prepare, or cause to be prepared, and distribute to all Members of the Association an operating budget for the next fiscal year setting forth the estimated revenues and expenses for said fiscal year and the total cash reserves of the Association currently available for expenditures.

7.5.2 After the close of the Association's fiscal year, the Board shall prepare and distribute to each Member a balance sheet and a statement of actual expenses and income for the preceding fiscal year.

Section 7.6. Notice and Quorum for Any Action Authorized Under Section 7.3. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.3 of this Article shall be sent to all Members no less than ten (10) days in advance of the meeting at the addresses of such Members on the records of the Association. The presence of Members or of proxies entitled to cast fifty percent (50%) of all the Member votes (exclusive of suspended voting rights) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement.

Section 7.7. Establishment of Annual Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the calendar year. The

Board in its sole discretion from time to time may change the Assessment Period by giving notice thereof to the Members of the Association.

Section 7.8. Rules Regarding Billing and Collection Procedures. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of the Annual Assessments, Special Assessments and Penalty Assessments provided that said procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to a Member shall not relieve any Member of its liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until the Member has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Member on the records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. The Association shall be under no duty to refund any payments received by it even though the ownership of a Membership changes during an Assessment Period, provided successor Members shall be given credit for prepayments, on a prorated basis, made by the prior Members. Members must notify Association of a change of mailing address when applicable. Notice of any past due Assessment or of any lien may, at the Association's discretion, be given to any mortgagee, and each Owner shall, upon demand, provide the Association with the name, address and telephone number of such mortgagee.

Section 7.9. Collection Costs and Interest on Delinquent Assessments. Any Assessment or installment thereof not paid when due shall be deemed delinquent and shall bear interest from thirty (30) days after the due date until paid at a rate of twelve percent (12%) per annum and the Member shall be liable for all taxable and incidental costs, including attorney's fees, which may be incurred by the Association in collecting the same. Late fees may also be established by the Board to be adjusted from time to time. The Board may also record a Notice of delinquent Assessment against any Lot or Tract as to which any such amount is delinquent and constitutes a lien and may establish a fixed fee to reimburse the Association for the Association's costs in Recording such Notice, processing the delinquency and Recording a notice of payment, which fixed fee shall be treated as a collection cost of the Association secured by the Assessment Lien.

Section 7.10. Evidence of Payment of Assessments. Upon receipt of a written request by a Member or any other person, the Association, within a reasonable period of time thereafter, shall issue to such member or other person a written certificate stating (a) that all Annual, Special and Penalty Assessments (including interest, costs, and attorney's fees, if any, as provided in Section 7.8 above) have been paid with respect to any specified Lot or Tract as of the date of such certificates, or (b) if all Annual Assessment, Special Assessment and Penalty Assessments have not been paid, the amount of such Annual Assessment, Special Assessment and Penalty Assessment (including interest, costs, and attorney's fees, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates (not to exceed \$25.00), which charges must be paid at the time of the request for any such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the Lot or Tract in question.

Section 7.11. Property Exempted from the Annual and Special Assessments and Assessment Lien. Exempt Property shall be exempted from the assessment of the Annual Assessment and Special Assessments, provided, however, that in the event any change of the ownership of Exempt Property results in all or any part thereof becoming Assessable Property in any year, the Assessments shall be prorated to the date of the change in ownership.

Section 7.12 Liens and Personal Obligations for Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and Assessments under the terms of this Declaration. Except as otherwise specifically provided, the dues and Assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board of Directors. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot for extreme and unexpected situations.

ARTICLE VIII
ENFORCEMENT OF PAYMENT OF ANNUAL, SPECIAL AND PENALTY ASSESSMENTS
AND OF ASSESSMENT LIEN.

Section 8.1. Association as Enforcing Body. The Association, as the agent and representative of the Members, shall have the right to enforce the provisions of this Declaration. However, if the Association shall fail or refuse to enforce this Declaration or any provision hereof for an unreasonable period of time after written request to do so, then any Member may enforce the provisions of this Declaration by any appropriate action, whether by law or in equity.

Section 8.2. Associations Remedies to Enforce Payment of Assessments. If any Member fails to pay the Assessments when due, the Association may enforce the payment of the Assessments by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies hereinafter set forth, the Association does not prejudice or waive its rights to exercise the other remedy):

- (a) Bring an action at law and recover judgment against the Member personally obligated to pay the Annual Assessment, Special Assessment or Penalty Assessments.
- (b) Foreclose the Assessment Lien against the Lot or Tract in accordance with the then prevailing Nebraska law relating to the foreclosure of real estate mortgages (including the right to recover any deficiency) and the Lot or Tract may be redeemed after foreclosure sale as provided by law. The Association shall have the right to bid at any foreclosure sale.

Section 8.3. Subordination of Assessment Lien to First Mortgage or Deed of Trust, Priority of Lien. The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is, a lender who has loaned funds with the Lot or Tract as security, or held by the lender's successors and assigns, and shall also be subject to subordinate to liens for taxes and other public charges which by applicable law

are expressly made superior. Except as above provided, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which in any manner may arise or be imposed upon each Lot or Tract after the date this Declaration is Recorded. Sale or transfer of any Lot or Tract shall not affect the Assessment Lien; provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or deed of trust to which the Assessment Lien is subordinate or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take the Lot or Tract free of the Assessment Lien for all Assessments that have been accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of trustee's deed or deed in lieu of foreclosure, the Assessment Lien immediately shall become and remain superior to any and all other charges, liens or encumbrances (except liens for taxes or other public charges which by applicable law are expressly made superior), and such mortgage or deed of trust foreclosure sale purchaser or grantee shall take subject to all Assessments and the Assessment Lien therefor accruing subsequent to the date of issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure.

Section 8.4. Costs to be Borne by Member in Connection with Enforcement of Payment of Annual and Special Assessments. In any action taken pursuant to Section 8.2 of this Article, the Member shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Assessments together with interest and the Association's incidental and taxable costs including collection costs and attorney's fees. The Assessment Lien shall also secure payment of any other sums which may become payable to the Association by an Owner pursuant to this Declaration.

ARTICLE IX USE OF FUNDS; BORROWING POWER

Section 9.1. Purpose for Which Association's Funds May Be Used. The Association shall apply all funds and property collected and received by it (including the Annual Assessments, Special Assessments and Penalty Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of Privada and the Members and Residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of Common Area and any and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without Privada which may be necessary, desirable or beneficial to the general common interests of Privada, the Members and the Residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for the common benefit of the Owners: maintenance of landscaping on Common Areas, public right of way, and drainage areas within Privada, recreation, liability insurance, communications, education, transportation, health, utilities, public services, safety and indemnification of officers and directors of the Association. The Association also may expend its funds for any purposes for which any municipality may expend its funds under the laws of the State of Nebraska or such municipality's charter.

Section 9.2. Borrowing Power. The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate and upon commercially reasonable terms.

Section 9.3. Association's Rights in Spending Funds from Year to Year. The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Annual Assessments or Special Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes. Notwithstanding, to the extent the collected Annual Assessment fees exceed the expenses paid by the Association for that year by more than fifty percent (50%) of the Annual Assessments, then the surplus Assessment funds shall be deposited into the reserve up to the amount of ten percent (10%) of the Annual Assessment fees collected that year and the remainder of the Annual Assessments fees shall be used to reduce the amount of the Annual Assessment in the succeeding year.

Section 9.4. Insurance. The Association shall maintain insurance against liability incurred as a result of death or injury to persons or damage to property on the Common Areas with minimum bodily injury limits of \$1,000,000 per occurrence and a minimum aggregate limit of \$2,000,000. The Association may, but shall not be required to, purchase director or officers' liability insurance, errors and omissions insurance or similar insurance policies in amounts and types determined by the Board.

ARTICLE X MAINTENANCE

Section 10.1. Common Areas and Public Right of Way. The Association, or its duly delegated representatives, shall maintain and otherwise manage all Common Areas, including, but not limited to, the landscaping, walkways, paths, sprinklers, drives, recreational facilities and Improvements within the Common Area; provided, however, the Association shall not be responsible for providing or maintaining the landscaping, structures or other improvements on any Common Areas which are part of Lots unless (i) such landscaping, structures or Improvements are available for the benefit or use by all Owners and Permittees or are within easements intended for the general benefit of Privada and (ii) the Association assumes in writing the responsibility for such maintenance or such responsibility is set forth in this Declaration, the Subdivision Agreement or a Recorded instrument. Specific areas to be maintained by the Association may be identified in the Streetscape Maintenance Agreement and on Plats or Recorded Easements approved by the Declarant. Failure to so identify such specific areas to be maintained by the Association shall not affect the Association's rights and responsibilities. The Board shall be the sole judge as to the appropriate maintenance of all Common Areas and other properties maintained by the Association. It is expressly contemplated that the Declarant and Association may make arrangements with the Owners of the Tracts to provide enhanced improvements to and maintain areas within and on Association Land.

Section 10.2. Feature and Signage Areas. The Declarant shall construct, install and landscape the Feature and Signage Areas. After completion of the construction, installation and landscaping of the Feature and Signage Areas, except for conditions resulting from the failure of the Declarant to accomplish the construction, installation and landscaping in a good and workmanlike manner, the Association shall maintain the Feature and Signage Areas.

Section 10.3. Green Space. Declarant shall seed, landscape and install a watering system, if necessary, in the Green Space. Following completion of the seeding, landscaping and watering system of the Green Space, except for conditions resulting from the failure of the Declarant to accomplish the seeding, landscaping and installation of the watering system in a good and workmanlike manner, the Association shall be responsible for maintaining the Green Space.

Section 10.4. Drainage Way. Declarant shall grade, construct and landscape the Drainage Way. Following completion of the grading, construction and landscaping of the Drainage Way, except for conditions resulting from the failure of Declarant to accomplish the grading, construction and landscaping of the Drainage Way in a good and workmanlike manner, the Association shall maintain the Drainage Way.

Section 10.5. Non-Arterial Street Frontage Area. Declarant or Skrupa Investment shall seed, landscape and install a watering system, if necessary, in the Non-Arterial Street Frontage Area. Following completion of the seeding, landscaping and installation of the watering system in the Non-Arterial Street Frontage Area, except for conditions resulting from the failure of the Declarant or Skrupa to accomplish the seeding, landscaping and installation of the watering system in the Non-Arterial Street Frontage Area in a good and workmanlike manner, the Association shall be responsible for maintaining the Non-Arterial Street Frontage Area.

Section 10.6. Arterial Street Frontage. Declarant shall seed any areas within the Arterial Street Frontage in connection with construction of street improvements on 204th and Center Street right of way. Following completion of the seeding, in the Arterial Street Frontage Area, the Association shall be responsible for maintaining the Arterial Street Frontage Area.

Section 10.7. Access Drive Lighting. Declarant shall install the street lighting in the Non-Arterial Street Frontage Area and Feature and Signage Area (herein the "Access Drive Lighting"). Electricity charges, maintenance, repair and replacement charges for the Access Drive Lighting (herein the "Access Drive Lighting Charges") to the extent not paid for by the S.I.D. or City shall be an expense of the Association.

Section 10.8. Storm Water Detention Ponds and Shoreline Buffer. To the extent not maintained by the S.I.D., the City of Omaha, Nebraska, or other governmental entity, as the case may be, the Association may maintain the Storm Water Detention Ponds and Shoreline Buffers.

Section 10.9. Building Sites. Until construction of improvements on a Lot, the Owner of each Lot shall keep the Lot mowed, free of debris and trash, and in a condition which will not detract from the presentation and appearance of the remainder of the Property. After

improvement of a Lot, the Owner shall at all time maintain the Lot, and all Improvements thereto in good condition and appearance, except to the extent the Association is responsible for maintenance under the terms of this Declaration.

Section 10.10. Improper Maintenance and Use of Lots and Tracts. In the event any portion of any Lot or Tract is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or Tracts or other areas of Privada which are substantially affected thereby or related thereto, or in the event any portion of a Lot or Tract is being used in a manner which violates this Declaration or the Privada Rules or in the event the Owner or Lessee of any Lot or Tract is failing to perform any of its obligations under this Declaration with respect to the maintenance, repair or replacement of the Improvements located on such Lot or Tract, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give written notice thereof to the Owner and make demand that corrective action be taken within fourteen (14) calendar days of the date of the notice. If at the expiration of the said fourteen (14) day period the requisite corrective action has not been completed, or if reasonable and diligent efforts are not being undertaken to effect completion, the Board shall be authorized and empowered to cause such action to be taken, including but not limited to the hiring of any attorney to take action on behalf of the Board, whether by information pre-suit action or by formal legal proceedings. The costs of any action taken by the Board as set forth herein, including but not limited to incidental and taxable costs, attorney's fees and any fines assessed against said Owner or his family, guests, invitees, licensees, employees or Permittees shall be added to and become part of the Assessment to which the offending Owner and the Owner's Lot or Tract is subject and shall be secured by the Assessment Lien.

ARTICLE XI EASEMENTS AND RESTRICTIONS

Section 11.1. Temporary Construction Easement. Declarant hereby reserves unto Declarant and its agents a temporary construction easement over the areas designated on the Common Area Plat along as well as a five feet perimeter surrounding the boundary of such areas for the purpose of the original construction required to be undertaken by Declarant under Article X of this Declaration or pursuant to the Streetscape and Maintenance Agreement, including improvements to the Feature and Signage Areas, Non-Arterial Street Frontage Area, the Drainage Way, Green Space, Access Drive Lighting, Storm Water Detention Pond Area, Shoreline Buffer, and Arterial Street Frontage. Such temporary easement shall terminate at such time as the construction is complete and shall not unreasonably interfere with Owner's use of its property.

Section 11.2. Maintenance Easement. Declarant and Skrupa hereby grant to the Association and its contractors and agents a non-exclusive easement to travel across each Lot and Outlot as reasonably necessary or appropriate for the Association to perform Association maintenance obligations, if any, on the Storm Water Detention Pond Area, Shoreline Buffers, Feature and Signage Area, Arterial Street Frontage Area, Non-Arterial Street Frontage Area,

Drainage Way, Access Drive Lighting and Green Space and as may be necessary or appropriate to perform maintenance obligations under Section 10.10 of this Declaration. The Association and its contractors shall be responsible for repair of any damage to a Lot resulting from their actions.

Section 11.3. Pedestrian Easement. Declarant hereby grants to the Permittees and the general public a non-exclusive easement for pedestrian traffic and bicycle use of any and all of the sidewalks on the Outlots and Non-Arterial Street Frontage Areas for pedestrian and bicycle ingress and egress to and from public right-of-way.

ARTICLE XII RIGHTS AND POWERS OF ASSOCIATION

Section 12.1. Association's Rights and Powers as Set Forth in Articles and Bylaws. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws or as provided by Nebraska common law or statute. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by Declarant, may encompass any and all things which a natural person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration. After incorporation of the Association, a copy of the Articles and Bylaws of the Association shall be available for inspection by Members at the office of the Association during reasonable business hours. In addition to all other rights and remedies granted to the Association by this Declaration, the Association shall have the power to impose reasonable fines against an Owner for any violation of this Declaration or the Privada Rules by the Owner, a Lessee of the Owner or by any Resident or occupant of the Owner's Lot or Tract.

Section 12.2. Association's Right of Enforcement of Provisions of this and other Instruments. The Association, as the agent and representative of the Owners, shall have the right to enforce the covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in this Declaration.

Section 12.3. Contracts with Others for Performance of Association's Duties. Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more directors or officers of the Association or members of any committee are employed by or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed or known to the other directors acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such director, officer or committee member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he is a member which shall authorize any contract or transaction described above or grant or deny any approval sought by the Declarant, its affiliated companies or any competitor thereof and may vote there at to authorize any such contract, transaction or approval with like force and effect as if he were not so interested.

Section 12.4. Change of Use of Association Land and Procedure Therefor. Upon (a) adoption of a resolution by the Board stating that in the Board's opinion that the then present use of a designated part of the Common Area is no longer in the best interests of the Owners and (b) the approval of such resolution by a majority vote of Members who are voting in person or by proxy at a meeting duly called for such purposes, the Board shall have the power and right to change the use thereof (and in connection therewith, construct, reconstruct, alter or change the buildings, structures and other Improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided such new use shall be for the benefit of the Owners.

Article XIII
ADDITIONAL PHASES

Section 13.1. Additional phases of Privada may be developed by Declarant or other affiliated developers. From time to time, without the consent or approval of the Owners or Members, Declarant may amend this Declaration or amend and restate this Declaration to incorporate such future phases of Privada, and the Association may be expanded by Declarant to include additional lots, whether residential or commercial, in such subsequent phases of the Privada subdivision. Such amendment or amendment and restatement may be effected from time to time by Declarant's recording of a Subsequent Phase Declaration setting forth the identity of the additional lots or tracts. Upon the recordation of any Subsequent Phase Declaration which expands the lots or tracts included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the Covered Property for purposes of this Declaration, and the owners of the additional lots or tracts shall be members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association. Upon the inclusion of any additional Lots or Tracts, the Membership and the Voting shall be updated.

ARTICLE XIV
ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES

Section 14.1. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant from time to time, in its discretion, to any Person who will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignment, any such Person assuming such duties (and its heirs, successors and assigns) shall have, to the extent of such assignment, the same rights and powers and shall be subject to the same obligations and duties as are given to and assumed by Declarant in this Declaration. Any assignment made under this Article shall be in recordable form and shall be recorded in the Office of the Register of Deeds of Douglas County, Nebraska. Notwithstanding any provision of this Declaration to the contrary, Declarant may, at any time and from time to time without the consent of the Board or other Owners, temporarily or permanently relieve itself of all or a portion of its rights and obligations under this Declaration by filing in the Register of Deeds of Douglas County, Nebraska, a notice stating that Declarant has surrendered the rights and obligations specified therein, and upon the recording of such notice, said powers and obligations so specified shall immediately vest in the Board unless otherwise specified therein.

ARTICLE XV
TERM; AMENDMENTS, TERMINATION

Section 15.1. Term; Method of Termination. This Declaration shall be effective upon the date of Recording hereof and, as amended from time to time, shall continue in full force and effect in perpetuity until the earlier of: i) the end of the Period of Declarant Control or (ii) ten (10) years from the date of Recording this Declaration, unless otherwise terminated by the Declarant. Thereafter, the Declaration may be terminated by an affirmative vote by Members holding at least seventy-five percent (75%) of the total Member votes. If the necessary votes and consents are obtained, the Board shall cause to be Recorded with the Register of Deeds of Douglas County, Omaha, Nebraska, a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon this Declaration and the covenants contained herein shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

Section 15.2. Amendments. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period ending on the earlier of: (i) the end of the Period of Declarant Control; or (ii) ten (10) years from the date of recording of this Declaration. Thereafter, this Declaration may be amended or modified by Recording with the Register of Deeds of Douglas County, Omaha, Nebraska, a Certificate of Amendment, duly signed and acknowledged. The Certificate of Amendment shall set forth in full the amendment or modification adopted. An amendment or modification of this Declaration shall require an affirmative vote of two-thirds (2/3) of the total Member votes, and provided that any amendments to Article VIII, Section 8.3 affecting lien holder priority must be approved by the holders of any and all first mortgages and deeds of trust affected thereby.

ARTICLE XVI
GENERAL PROVISIONS

Section 16.1. Interpretation of the Declaration. The Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. The Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Declaration and provisions hereof.

Section 16.2. Applicable Law and Severability. This Declaration shall be construed and interpreted in accordance with the laws of the State of Nebraska. Time is of the essence for purposes hereof. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 16.3. Change in Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

Section 16.4. Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

Section 16.5. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument Recorded in the Register of Deeds of Douglas County, Nebraska, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of Privada can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

Section 16.6. Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder.

Section 16.7. Gender and Number. Whenever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural, and words in the plural shall include the singular.

Section 16.8. Captions and Titles. All captions, titles or headings of the Articles and Sections in the Declaration are for the purposes of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

Section 16.9. Notices. If notice of any action or proposed action by the Board or any committee or of any meeting is required by applicable law, this Declaration or resolution of the Board to be given to any Owner then, unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is personally delivered or mailed to the Owners by deposit in the United States Mail, prepaid and addressed to the Owner by name and address as shown on the real property tax rolls of Douglas County, Nebraska. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner.

Section 16.10. Attorney's Fees. In addition to any other remedies set forth in the Declaration regarding costs and attorney's fees, in the event the Association employs an attorney to enforce any lien granted to it under the terms of this Declaration or to collect any Assessments

or other amounts due from an Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Declaration, Articles or Bylaws the offending Owner or other person or entity shall pay to the Association, upon demand, all attorney fees and court costs incurred by the Association, whether or not suit is filed, which fees and costs shall be secured by the Assessment Lien.

Section 16.11. Remedies Cumulative. Each remedy afforded the Association herein is cumulative and not exclusive.

Section 16.12. Reasonableness Standard. When this Declaration either expressly or impliedly under law requires a person or entity to act “reasonably” or to exercise “reasonable discretion”, then in such circumstances the person or entity shall take such action or exercise such discretion in a manner that, given the facts and circumstances and taking into account business or industry standards that might be applicable to such facts and circumstances, a person of ordinary prudence would take or exercise given the same facts and circumstances. Unless otherwise specifically provided in this Declaration, no consent or approval herein required may be unreasonably withheld, conditioned or delayed.

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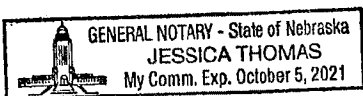
IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed as of the year and day first above written.

WISH IN ONE HAND ENTERPRISES, a
Nebraska limited liability company

By: [Signature]
Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14 day of August, 2019, by Carlo Skrupa, Manager of WISH IN ONE HAND ENTERPRISES, LLC, a Nebraska limited liability company, on behalf of the company.



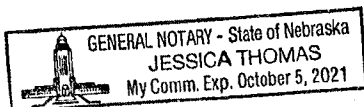
[Signature]
Notary Public

SKRUPA INVESTMENT COMPANY, a
Nebraska corporation

By: [Signature]
PRESIDENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14 day of August, 2019, by Carlo Skrupa, PRESIDENT of Skrupa Investment Company, a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 THRU 177 & OUTLOTS "A" THRU "P" INCLUSIVE, PRIVADA, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

PARCEL 2:

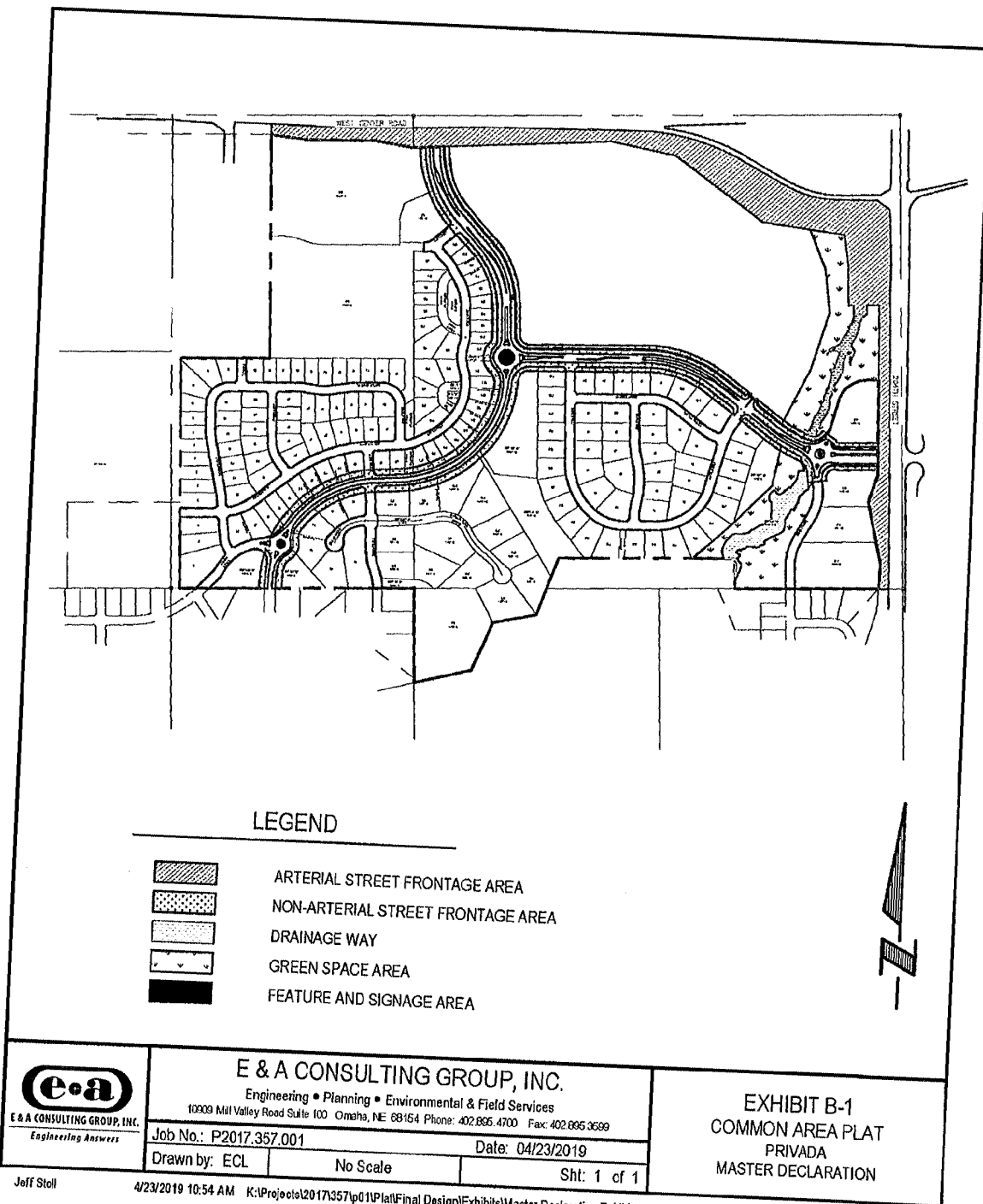
A TRACT OF LAND BEING PART OF THE NE1/4 OF SECTION 36, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE NORTHWEST CORNER OF SAID NE1/4 OF SECTION 36; THENCE S02°35'16"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID NE1/4 OF SECTION 36, A DISTANCE OF 177.20 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 92 (ALSO KNOWN AS WEST CENTER STREET); THENCE N85°08'56"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 92, A DISTANCE OF 165.23 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 92 ON THE FOLLOWING SIX (6) DESCRIBED COURSES: (1) THENCE N85°08'56"E, A DISTANCE OF 69.68 FEET; (2) THENCE N86°32'23"E, A DISTANCE OF 142.48 FEET; (3) THENCE N85°27'07"E, A DISTANCE OF 692.55 FEET; (4) THENCE S79°40'23"E, A DISTANCE OF 358.16 FEET; (5) THENCE S54°04'04"E, A DISTANCE OF 594.53 FEET; (6) THENCE S83°17'52"E, A DISTANCE OF 450.15 FEET TO A POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 92 AND THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 6 (ALSO KNOWN AS 204TH STREET); THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 6 ON THE FOLLOWING EIGHT (8) DESCRIBED COURSES: (1) THENCE S10°24'28"E, A DISTANCE OF 171.47 FEET; (2) THENCE S02°37'46"E, A DISTANCE OF 224.07 FEET; (3) THENCE N87°19'12"E, DISTANCE OF 29.85 FEET; (4) THENCE S02°44'46"E, A DISTANCE OF 49.86 FEET; (5) THENCE N87°19'04"E, A DISTANCE OF 69.93 FEET; (6) THENCE N02°47'43"W, A DISTANCE OF 50.15 FEET; (7) THENCE N87°22'14"E, A DISTANCE OF 69.09 FEET; (8) THENCE S01°58'24"E, A DISTANCE OF 417.38 FEET TO THE NORTHEAST CORNER OF LOT 177, PRIVADA, A SUBDIVISION LOCATED IN SAID NE1/4 OF SECTION 36; THENCE S88°01'36"W ALONG THE NORTH LINE OF SAID LOT 177, PRIVADA, A DISTANCE OF 56.25 FEET; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 177, PRIVADA ON A CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A DISTANCE OF 226.00 FEET, SAID CURVE HAVING A LONG CHORD WHICH

BEARS S51°01'47"W, A DISTANCE OF 210.62 FEET TO THE NORTHWEST CORNER OF SAID LOT 177, PRIVADA; THENCE S14°01'57"W ALONG THE WEST LINE OF SAID LOT 177, PRIVADA, A DISTANCE OF 160.97 FEET; THENCE S38°11'51"W ALONG THE WEST LINE OF SAID LOT 177, PRIVADA, A DISTANCE OF 42.66 FEET; THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOT 177, PRIVADA, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF VINTON STREET ON A CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET, A DISTANCE OF 92.40 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S73°29'27"W, A DISTANCE OF 86.66 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF VINTON STREET ON THE FOLLOWING EIGHT (8) DESCRIBED COURSES; (1) THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET, A DISTANCE OF 172.13 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N62°15'02"W, A DISTANCE OF 171.42 FEET; (2) THENCE N53°17'06"W, A DISTANCE OF 167.86 FEET; (3) THENCE N07°23'10"W, A DISTANCE OF 17.40 FEET; (4) THENCE N53°17'06"W, A DISTANCE OF 65.03 FEET; (5) THENCE N82°36'50"W, A DISTANCE OF 17.95 FEET; (6) THENCE N53°17'06"W, A DISTANCE OF 166.82 FEET; (7) THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 650.00 FEET, A DISTANCE OF 439.51 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N72°39'21"W, A DISTANCE OF 431.18 FEET; (8) THENCE S87°58'24"W, A DISTANCE OF 628.66 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF VINTON STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF BLUE SAGE DRIVE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BLUE SAGE DRIVE ON THE FOLLOWING (6) SIX DESCRIBED COURSES; (1) THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET, A DISTANCE OF 117.08 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N47°18'26"W, A DISTANCE OF 105.55 FEET; (2) THENCE N02°35'16"W, A DISTANCE OF 164.17 FEET; (3) THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 585.00 FEET, A DISTANCE OF 413.62 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N22°50'35"W, A DISTANCE OF 405.06 FEET; (4) THENCE N43°05'54"W, A DISTANCE OF 169.04 FEET; (5) THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET, A DISTANCE OF 388.46 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N22°51'53"W, A DISTANCE OF 380.44 FEET; (6) THENCE N02°37'51"W, A DISTANCE OF 23.57 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 2,230,106 SQUARE FEET OR 51.196 ACRES, MORE OR LESS.

EXHIBIT "B" COMMON AREA PLAT



 E & A CONSULTING GROUP, INC. <i>Engineering Answers</i>	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road Suite 100 Omaha, NE 68154 Phone: 402.895.4700 Fax: 402.895.3699	EXHIBIT B-1 COMMON AREA PLAT PRIVADA MASTER DECLARATION
	Job No.: P2017.357.001 Drawn by: ECL No Scale Date: 04/23/2019 Sht: 1 of 1	

Jeff Stoll 4/23/2019 10:54 AM K:\Projects\2017\357\p01\Plat\Final Design\Exhibits\Master Declaration Exhibits-000.dwg

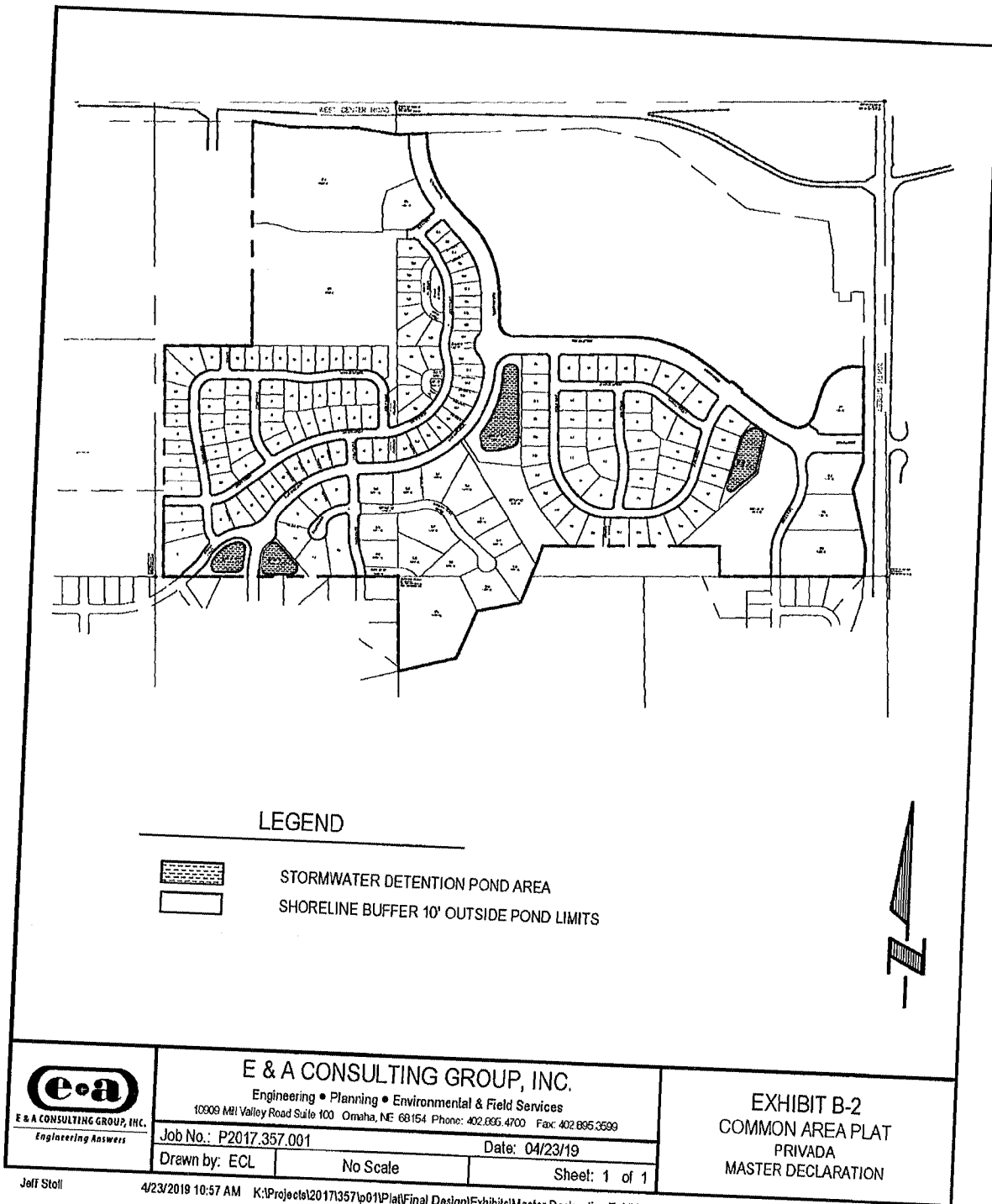
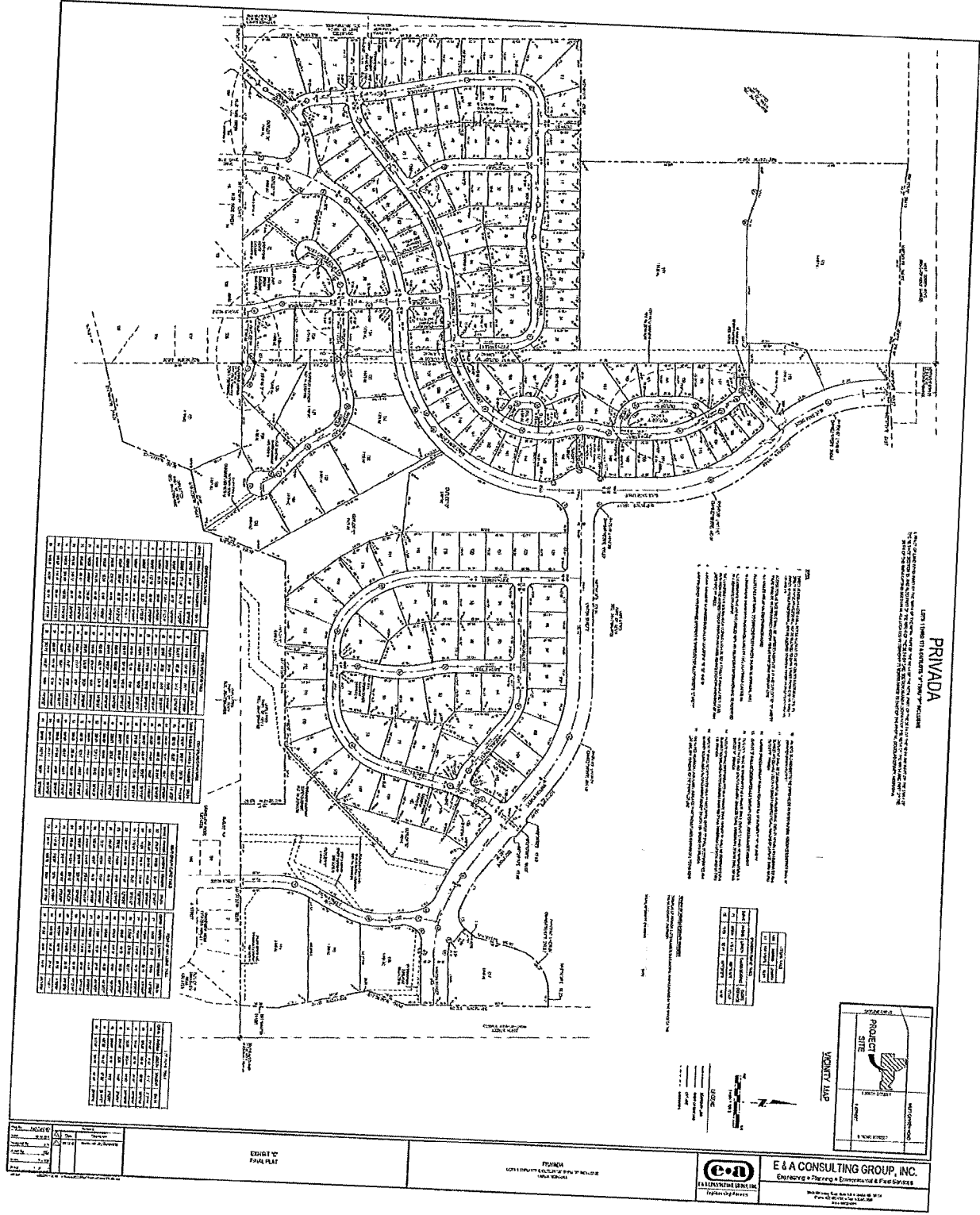


EXHIBIT "C" MASTER PLAT



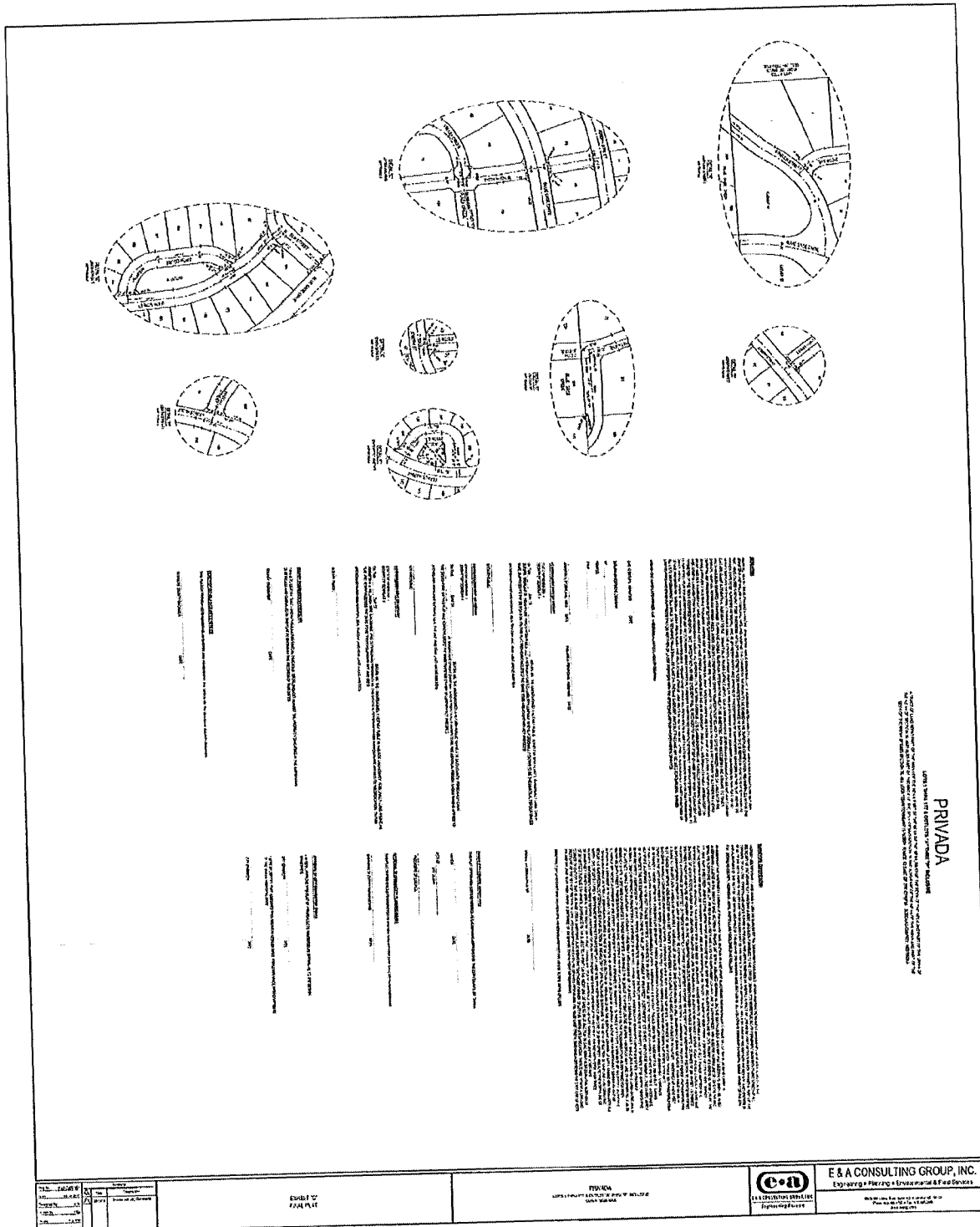


EXHIBIT "D" TRACT PLAN

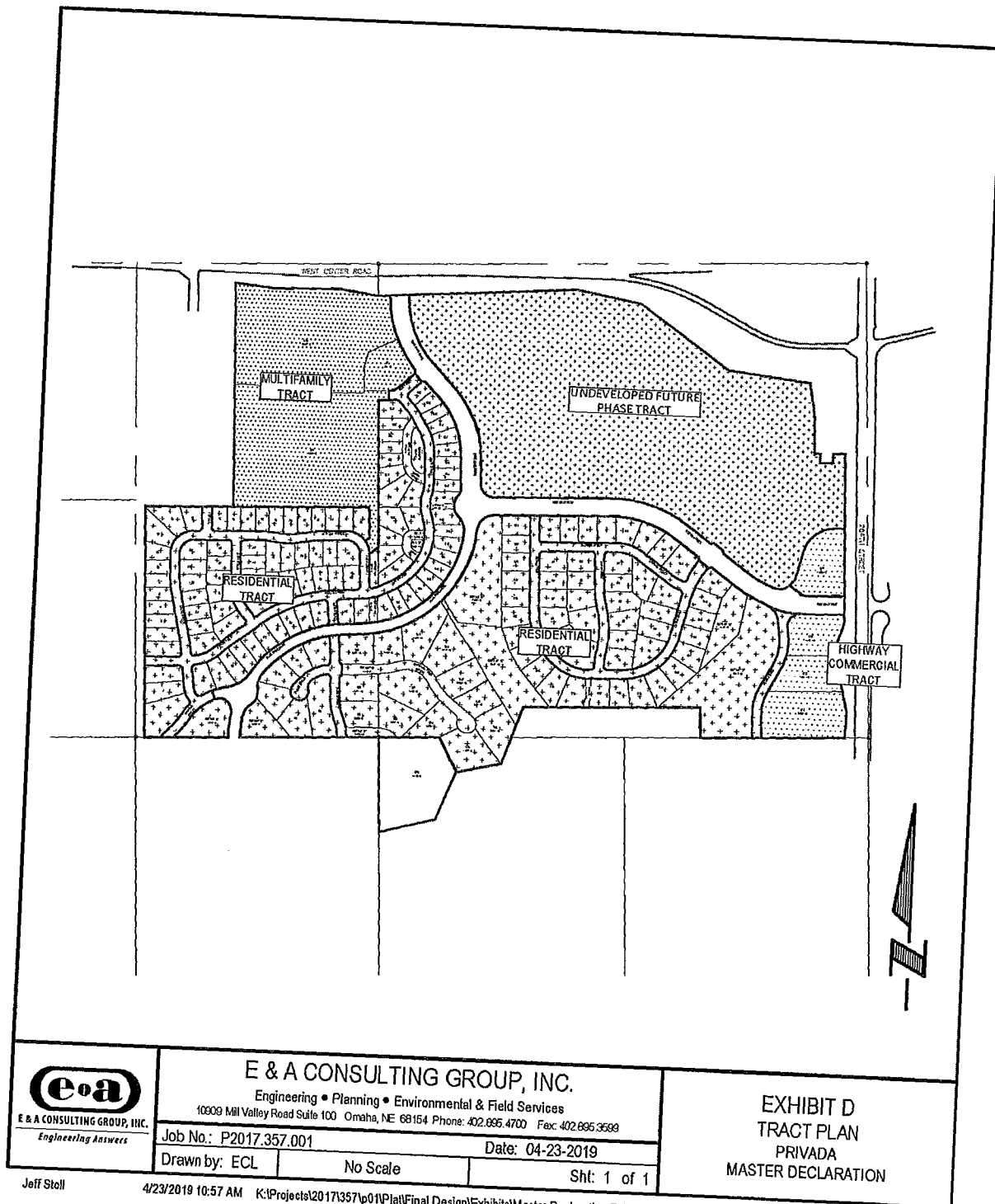


EXHIBIT "E"
MEMBER VOTES

Lot Number	Lot Acreage	Percentage of Acreage within Tract	Percentage of Total Votes Allocated to Tract	Number of Votes
174	2.688	1.84%		1.83
175	1.534	1.04%		1.04
176	1.481	1.01%		1.01
177	1.990	1.35%		1.36
Highway Commercial Tract	7.693	100%	5.24%	
171/172/173	23.661	100%		16.11
Multifamily Tract	23.661	100%	16.11%	
Unplatted	51.280	100%		34.91
Undeveloped Future Phase Tract	51.280	100%	34.91%	
Villa Lots	8.733*	13.59%*		5.95*
Custom Lots	20.269*	31.55%*		13.80*
Estate Lots	24.711*	38.47%*		16.82*
Acreage Lots	10.529*	16.39%*		7.17*
Residential Tract	64.242	N/A	43.74%	43.74
		Total		100

* These numbers are solely being used for the proportionality of assessments and not for actual voting rights.

[Space above line for recording information]

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND
EASEMENTS FOR PRIVADA, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA
(Residential)**

This Declaration of Covenants, Conditions, Restrictions, and Easements at Privada (this "Declaration") is made this 11th day of February, 2020, by Wish In One Hand Enterprises, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

WHEREAS, Declarant and Ms. Barbara DiGiovanni ("DiGiovanni") own certain land located in Douglas County, Nebraska and legally described in Exhibit "A" attached hereto as a part hereof, said land together with such additional lands as shall be subjected to this Declaration being referred to as the "Property"; and

WHEREAS, the Declarant and DiGiovanni wish to establish and assure a uniform plan for the development of the Property and to enhance and protect the economic and aesthetic value and desirability of the Property and the health, safety and welfare of the residents of the Property;

NOW, THEREFORE, Declarant and DiGiovanni hereby declare that the Property and any other real estate hereinafter made subject to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value and desirability of the Property and the enjoyment of the Residents and Owners thereof, and which shall run with the real estate and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

Return to:
James D. Buser
Pansing Hogan Ernst & Bachman, LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

Article I: Definitions

The terms used above or hereafter in this Declaration which begin with capital letters (other than words which would be normally capitalized) shall have the meanings assigned to them in Article I of this Declaration.

1.01 "Acreage Lots" shall mean the Lots so designated on the Lot Designation Schedule.

1.02 "Annual General Assessment" shall mean and refer to the annual charge shared by all Class "A" members established pursuant to Article IV of this Declaration.

1.03 "Assessable Property" shall mean and refer to all of the Property except such part or parts thereof as may from time to time constitute Exempt Property.

1.02 "Assessments" shall mean and refer to the Annual General Assessment and Special Assessments which may be levied by the Association in each of its fiscal years pursuant to Article IV of this Declaration.

1.05 "Association" shall mean and refer to the Privada Residential Owners Association, a Nebraska not-for-profit corporation, its successors and assigns.

1.06 "Board of Directors" or "Board" or "Directors" shall mean and refer to the Board of Directors of the Association and any board, group or entity of the successor or assign to the Association serving in a comparable capacity to the Board of Directors of the Association.

1.07 "Class A Members" shall mean and refer to all Owners other than the Class B Member and Class C Members.

1.08 "Class B Member" shall mean and refer to the Declarant.

1.09 "Class C Member(s)" shall mean and refer to any Designated Builder.

1.10 "Common Area(s)" shall mean and refer to all real property and the improvements thereon from time to time owned or leased by the Association for the common use and enjoyment of the Members. Such property may (but need not) include any Outlots benefiting the Property, recreational facilities, green spaces, entryways, monument, feature, and entryway signs and the associated areas surrounding the signs, parks and other open space land, lakes and streams, Maintenance Areas, storm water management and drainage facilities, private streets not dedicated to Douglas County, Nebraska or State of Nebraska, pathway and bikeway systems, and fencing on Common Area.

1.11 "Custom Lots" shall mean the Lots so designated on the Lot Designation Schedule.

1.12 "Declarant" shall mean and refer to Wish In One Hand Enterprise, LLC, a Nebraska

limited liability company, its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment designating a party as the Declarant hereunder or which pass by operation of law.

1.13 “Declaration” shall mean and refer to this Residential Declaration of Covenants, Conditions, and Restrictions for Privada as it may be amended from time to time or supplemented in the manner provided herein.

1.14 “Designated Builder” shall mean those Persons set forth on Exhibit “B”.

1.15 “Design Guidelines” shall mean any Design Guidelines adopted by Declarant or the Architectural Committee that set forth standards for the construction of Dwelling Units and other Improvements, which Design Guidelines may vary between Custom Lots, Estate Lots, Acreage Lots, and Villa Lots.

1.16 “Development Period” shall mean and refer to the period commencing on the date of this Declaration first set forth above and terminating on the earlier of: (a) the date the last Lot in each and every phase of the Property is conveyed to a purchaser other than Declarant; or (b) any earlier date specified by the Declarant in a written notice to the Association that the Development Period is to terminate on that date.

1.17 “Dwelling Unit” shall mean any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by one household and shall, unless otherwise specified, include within its meaning (in way of illustration, but not limitation) patio, single family detached, or zero lot line homes, as may be used and defined as herein provided or as provided in subsequent Declarations covering all or part of the Property.

1.18 “Estate Lots” shall mean the Lots so designated on the Lot Designation Schedule.

1.19 “Exempt Property” shall mean and refer to all land and Improvements and Common Area owned by the Association for so long as the Association shall be the Owner thereof.

1.20 “Homebuilder” shall mean the general contractor charged with constructing a Dwelling Unit on a Lot.

1.21 “Improvement” or “Improvements” Shall mean and include any and all man-made changes or additions to a Lot, including, but not limited to, the location, materials, size and design of all Dwelling Units and other buildings (including any exterior devices attached to or separate from buildings); storage sheds or areas; roofed structures; parking areas; fences, “invisible” pet fencing; walls; irrigation equipment, apparatus and systems; landscaping (including cutting of trees); hedges; mass plantings; poles; driveways; streets; changes in grade or slope; site preparation; swimming pools; hot tubs; jacuzzis; tree houses; basketball goals; skateboard ramps; and other sports or play apparatus; signs; exterior illumination; and changes in any exterior color or shape. The definition of Improvements includes both original Improvements and all later modifications, reconstruction, renovation or other change to Improvements, provided, however, the definition of Improvements does not include the

replacement or repair of Improvements previously approved by Declarant, provided such replacement or repair does not change exterior colors, materials, designs or appearances from that which were previously approved by Declarant.

1.22 “Land Development Activity” shall mean and refer to any building, construction, reconstruction, or repair of Improvements, roadways, curbing, sidewalks, utility services, or any other structure on a Lot or any other portion of the Property by the Declarant.

1.23 “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, or any subdivided portion thereof, which has been subjected to this Declaration and upon which a Dwelling Unit or other Improvements could be constructed in accordance with applicable zoning ordinances and applicable laws of the State of Nebraska in effect from time to time, and shall include without limitation, all Custom Lots, Estate Lots, Villa Lots, and Acreage Lots. “Lot” shall not mean, include or refer to an Outlot or any Common Area.

1.24 “Lot Designation Schedule” shall mean the Lot Designation Schedule attached to this Declaration as Exhibit “C”.

1.25 “Maintenance Areas” shall mean the Common Areas that are owned by or subject to easements in favor of the Association and require periodic maintenance, repair and replacement, including, and not by way of limitation, entryways and entrance monuments to the Property, green spaces, and landscaping and landscaping amenities (including feature and signage, lighting, monuments and irrigation systems) hard surface or soft surface sidewalks, walking or jogging paths, or similar pathways over and under any Outlot.

1.26 “Master Association” shall mean and refer to the Privada Master Owner’s Association, a Nebraska not-for-profit corporation, which is the Master Association for Privada under the Master Declaration.

1.27 “Master Association Assessment” shall mean any and all dues, assessments, fees, or fines charged to the Association by the Master Association pursuant to the terms of the Master Declaration.

1.28 “Master Declaration” shall mean: (i) the Master Declaration of Covenants, Conditions, Restrictions and Easements for Privada dated August 21, 2019, and recorded with the Register of Deeds of Douglas County, Nebraska, on August 26, 2019, in the Miscellaneous Records as Instrument No. 2019068330; and (ii) any declarations recorded against subsequent residential phases of Privada, all as may be amended from time to time. The Master Declaration of Covenants are by this reference incorporated herein.

1.26 “Member” shall mean the Class A Members, the Class B Member and Class C Members of the Association.

1.28 “Mortgagee” shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. “Mortgage,” as used herein, shall include deeds of trust. “First Mortgagee” as used herein, shall mean a holder of

a mortgage with priority over other mortgages. As used in this Declaration, the term “Mortgagee” shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term “institutional mortgagee” or “institutional holder” shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term “holder” or “mortgagee” shall include the parties secured by any deed of trust or any beneficiary thereof.

1.29 “Outlot” shall mean the Outlots as so designated on the Plat.

1.30 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of any Lots which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

1.31 “Plat” shall mean the final plat of Privada, recorded with the Register of Deeds on July 31, 2019, as Instrument No. 2019059008.

1.32 “Person” shall mean and refer to any individual, corporation, joint venture, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof, or any other separate legal entity.

1.33 “Project” shall mean and refer to the residential development being developed by Declarant on the Property commonly referred to as “Privada”.

1.34 “Property” shall mean and refer to that certain real property located in Douglas County, Nebraska, as legally described in Exhibit “A” attached hereto, together with such additional lands as may be subjected to this Declaration.

1.35 “Resident” shall mean and refer to:

(a) Each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, has delivered proof of such lease agreement to the Board of Directors;

(b) Members of the immediate family of such individual Resident or of an Owner who actually resides within the Property and in the same household with each such individual or Owner; and

(c) Any person who has a fixed place of habitation at a Dwelling Unit of any such individual or Owner to which, whenever he is absent, he has the intention of returning.

1.36 “SID” shall mean Sanitary and Improvement District No. 595 of Douglas County, Nebraska.

1.37 “Special Assessment” shall mean and refer to any special charge established pursuant to Article IV of this Declaration.

1.38 “Undeveloped Lot” shall mean a Lot that has not been improved with a completed Dwelling Unit.

1.39 “Villa Lot” shall mean a Lot so designated on the Lot Designation Schedule.

Article II: Property Rights of Common Area

2.01 Rights of Enjoyment of Common Area. Each Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to his Lot. Each Owner is bound by the terms of the governing documents of the Association. Each Resident shall have a nontransferable right to use and enjoy the Common Area, which right shall terminate when such person ceases to have the status of a Resident. Such easements and rights shall be subject to the provisions below.

(a) The right of the Board of Directors to adopt, promulgate, enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of the Common Area which shall enhance the preservation of such facilities and the safety and convenience of the users thereof. Such rules and regulations may include limitations on the number of guests of Owners and Residents who may use the Common Area at any one time.

(b) The right of the Board of Directors to establish and charge reasonable admission and any other fees for certain types of extraordinary uses of the Common Area.

(c) The right of the Board of Directors to suspend the voting rights and the right of any Owner or Resident to use all or any portion of the Common Area (with the exception of any streets or access ways) for a violation of this Declaration or for an infraction of the Board’s rules and regulations for period(s) not to exceed 60 days or until such violation is cured.

(d) The right of the Board of Directors to suspend the voting rights and the right of any Owner or Resident to use the Common Area (with the exception of any streets or access ways but including parking areas) for so long as any Annual General Assessment or Special Assessment for such Lot remains unpaid and overdue.

(e) The Association may at any time mortgage, dedicate, or transfer all or a part of the Common Area to any public agency, authority, or other entity upon such terms and conditions as shall be agreed upon by such agency, authority, entity, or organization and the Board of Directors, including, without limitation, terms and conditions providing for the use of such Common Area by the public in general and terms and conditions pertaining to the maintenance and repair of such Common Area and the assessments of Owners and/or Residents for the costs of such maintenance and repair. No such dedication or transfer shall be effective unless approved by the Declarant, or following the Development Period by approval of at least 66 2/3% of Class A Members at a meeting of the Association at which a voting quorum is present as determined by the Bylaws of the Association, except for the following which shall not

require any Class A Members' consent:

- (i) Granting easements which do not interfere with the intended Common Area use;
- (ii) Dedicating Common Area to a public authority;
- (iii) Conveying Common Area as part of boundary line adjustments with Lots; or
- (iv) Transferring Common Area pursuant to a merger or consolidation with a non-profit entity.

Article III: Association Membership, Voting Rights, Board of Directors

3.01 Organization of the Association. Declarant has caused or will cause the incorporation of PRIVADA RESIDENTIAL OWNERS ASSOCIATION, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the Residents of the Property including:

(a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Areas and other amenities and Improvements constructed on Common Areas for the general use, benefit and enjoyment of the Members. Common Areas may, but need not, include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks, dedicated and nondedicated roads, paths, ways and green areas (including landscaping); decorative street lights and signs and entrances for the benefit of the Property. Common Areas may be situated on property owned or leased by the Association within the Property, on private property subject to an easement in favor of the Association or on public property.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Areas, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Areas by Residents, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Areas.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the Residents of the Privada Subdivision; and the protection and maintenance of the residential character of the Privada Subdivision.

3.02 Membership in the Association. The Association shall have the following classes of membership:

(a) **Class A.** Class A Members shall be all Owners (with the exception of the Declarant as provided in Section 3.03(b) or any Designated Builder as provided in Section 3.03(c), below). A

Person shall automatically become a Class A Member upon becoming an Owner and shall remain a Class A Member for so long as he or she is an Owner; and

(b) **Class B.** The Declarant shall be a Class B Member as to Lots owned by Declarant. Except for the Master Association Assessment, the Class B Member shall be exempt from paying any dues and assessments as to Lots owned by a Class B Member.

(c) **Class C.** The Class C Member(s) shall be any Designated Builder(s). The Class C membership shall cease and be converted to a Class A membership upon transfer of title to a Lot to a Person other than a Designated Builder or at any time a Dwelling Unit on a Lot owned by a Designated Builder is occupied as a residence (other than as a model). Except for the Master Association Assessment, the Class C Members shall be exempt from paying any dues and assessments as to Lots owned by a Designated Builder unless and until converted to Class A membership.

3.03 Voting Rights of Members. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(a) Class A Members shall be entitled to one (1) vote for each Lot owned by such Class A Member. Any Class A Member who is in violation of this Declaration, as determined by the Board of Directors in accordance with the provisions hereof and regulations established hereunder, shall not be entitled to vote during any period in which such violation continues.

(b) The Class B Member shall be entitled to one hundred (100) votes for each Lot owned by such Class B Member.

(c) Class C Members shall be entitled to one (1) vote for each Lot owned by such Class C Member.

(d) Any vote of the Members shall be taken without regard to class of membership except in those instances requiring the affirmative vote or approval of each class of membership in accordance with this Declaration and the Articles of Incorporation or Bylaws of the Association. If a Lot shall be owned by more than one Owner, such Owners shall be deemed to constitute a single Member as to such Lot.

3.04 Purposes and Responsibilities. The Association shall have the powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors of the Association, as further provided for in the Bylaws shall include, but not be limited to, the following:

(a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Areas and Maintenance Areas in good and neat condition, and the adoption and enforcement of rules and regulations relating to the Common Areas.

(b) The landscaping, mowing, watering, maintenance, repair and replacement of Common Areas and Maintenance Areas and improvements on green space, Common Areas and Maintenance Areas, within or near the Property.

(c) To the extent not maintained by the SID, the City of Omaha, Nebraska, or other governmental entity, as the case may be, the Association shall maintain or cause to be maintained the medians and associated landscaping and related improvements along and within the streets serving the Property and any Outlots owned or controlled by the SID or the City of Omaha, Nebraska.

(d) The Common Areas and Maintenance Areas shall be kept clean and free from debris and maintained in a safe and orderly condition, together with the landscaping thereof, in accordance with the highest standards for first-class residential developments.

(e) Except for portions of Common Areas and Maintenance Areas located within a Lot (if any), the Association shall not be responsible for the maintenance of any Lot or any portion of any Lot or the improvements within the boundaries thereof.

(f) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration, including, but not limited to any dues or assessments incurred pursuant to the Master Declaration.

(g) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment of the Master Association Assessment, purchase of insurance covering any Common Area or against property damage and casualty, and purchase of liability insurance coverage and directors' and officers' liability coverage for the Association, the Board of Directors of the Association and the Members.

(h) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(i) The acquisition by purchase or otherwise, holding or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(j) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(k) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(l) General administration and management of the Association and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

(m) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

(n) The enactment and enforcement of rules and regulations consistent with this Declaration.

3.05 Duties of the Association.

(a) The Association shall maintain and repair the Common Areas and Maintenance Areas in good repair and neat condition.

(b) Represent and vote the "Residential Tract", as such term is defined in the Master Declaration, interests under the Master Declaration.

(c) The Association shall assess the Lots for the Master Association Assessments and any other Assessments owed under this Declaration.

(d) In the event any Owner of a Lot shall fail to perform and fulfill their obligations and responsibilities of this Declaration, including, without limitation those prescribed in Article VI, Sections 6.10 through 6.17, inclusive, and 6.24, the Association may, in its sole discretion, perform or have performed such obligation or responsibility. If the Association undertakes to perform or have performed the responsibilities of the Owner, the cost of such performance plus a fifteen percent (15%) administrative charge shall be assessed against the Owner, and the Owner shall be obligated to promptly pay such sums to the Association. Assessment of such costs shall be made by written demand from the Association for payment by the Owner. If such assessment is not paid within thirty (0) days after written demand from the Association, such assessment shall constitute a lien on the Lot, which lien shall attach, have the priority and be enforceable by the Association in the same manner as liens for assessments and dues as provided in this Declaration. The Association shall have the right, but not the obligation, to file of record a Notice of Lien Liability.

3.06 Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors. Board of Directors shall be elected by the Members in accordance with the Bylaws of the Association. The number of Board of Directors shall be determined in accordance with the provisions of the Bylaws of the Association, however, the number of Board of Directors shall always be an odd number and shall in no instance be less than three (3) Directors and no more than nine (9) Directors.

3.07 Adoption of Further Rules and Regulations. The Board of Directors may make such rules and regulations consistent with the terms of this Declaration and the Association's Articles of Incorporation and Bylaws as it deems advisable with respect to any meeting of Members, proof of membership in the Association, evidence of right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy, and other matters concerning the Association's operations. If the Board of Directors shall so determine and if permitted under applicable law, voting on elections and any other matters requiring approval of the Members, may be conducted by mail, ballot, or reliable electronic means, to the extent and

as permitted by the Bylaws or Nebraska law.

3.08 Limitation of Liability. Neither the Association, nor the Declarant, nor the Board of Directors shall be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any Lot or portion of the Common Area or its facilities, or from any wire, pipe, drain, conduit, or the like. Neither the Association, nor the Board of Directors, nor the Declarant, or its members, employees or agents, shall be liable to any Members for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Area or its facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or its facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Article IV: Covenant for Assessments

4.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual General Assessments, Special Assessments and the Master Association Assessment (the "Assessment" or collectively the "Assessments") as are established and are to be paid and collected as hereinafter provided. The Assessments, together with interest thereon, late fees, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest thereon, late charges, and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by the successors, but all successors shall take title subject to the lien for such Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot or any Dwelling Unit thereon.

4.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to carry out the business, purposes, duties and responsibilities of the Association.

4.03 Establishment of Annual General Assessment.

(a) The Association shall levy in each of its fiscal years an Annual General Assessment against each Lot owned by Class A Members, which is not Exempt Property. The amounts of such Annual General Assessment shall be established by the Board of Directors, subject to the limitations imposed by Section 4.04, at least thirty (30) days in advance of each Annual Assessment Period. The first Annual Assessments on each Lot imposed pursuant to this Section 4.03(a) shall be prorated from the date of conveyance to the end of the fiscal year of the Association.

(b) The amount of the Annual General Assessment shall be determined by the Board of Directors according to its budgeted estimates for the general operation of the Association, which may include in the discretion of the Board of Directors, a repair and replacement reserve.

4.04 Special Assessments. In addition to the Annual General Assessment, the Association may levy in any fiscal year of the Association, a Special Assessment against Lots owned by Class A Members for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the Common Area including fixtures and personal property related thereto, or for any other purpose for which the Association is responsible. Such Special Assessment may be rescinded if, at a meeting called within sixty (60) days of notice of the Special Assessment, the majority of the votes of each class of membership who are voting in person or proxy agrees. Special Assessments shall be imposed against Lots which are not Exempt Property in the same proportions as Annual General Assessments.

4.05 Master Association Assessment. In addition to the Annual General Assessment and the Special Assessment, the Association shall levy in each of its fiscal years the Master Association Assessment against each Lot owned by Class A, Class B and Class C Members, which is not classified as Exempt Property. The amount of the Master Association Assessment shall be as determined and set forth in the Master Declaration. The Residential Association's lien of the Master Association Assessment shall take priority unless otherwise required by law or set forth herein.

4.06 Date of Commencement of Assessments. The Annual General Assessment provided for in this Article IV shall commence for each Lot owned by a Class A Member and subjected to this Declaration on the first day of the month following the date of conveyance of the Lot to a Class A Member. The Annual General Assessments on each Lot imposed pursuant to this Section 4.03(a) shall be prorated from the date of conveyance to the end of the fiscal year of the Association. The Master Association Assessments shall commence for all Lots which are not Exempt Property as determined by the Board of Directors of the Master Association.

4.06 Initial Working Fund. The Association, upon direction from the Board of Directors, may collect a working capital contribution from the initial Owner of a Lot (other than the Declarant or any Designated Builder purchasing from Declarant) at the time of closing on the Lot. Such contribution, if collected, shall not exceed two (2) months of the Annual General Assessments and shall be utilized for commencing business of the Association and providing the necessary working fund for the Association.

4.07 Notice and Due Dates. Written notice specifying (a) the amount of each Annual General Assessment and Special Assessment, and (b) the number and amounts of the installments by which each such Assessment is to be paid, shall be given to the Class A Members of each Lot subject thereto. Each installment of an Annual General Assessment or Special Assessment shall be due on the first day of each assessment period as defined by the Board of Directors.

4.08 Effect on Nonpayment of Assessments: Remedies of the Association. Any installment of Assessments that is not paid within ten (10) days of when due shall be subject to a late payment fee equal to \$25. Any installment of Assessments which is not paid within thirty

(30) days of when due shall be delinquent. Delinquent Assessments shall bear interest from the due date at the lower of the highest legal rate permitted under Nebraska law or sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by non-use of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

4.09 Liens and Personal Obligations for Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and Assessments under the terms of this Declaration. Except as otherwise specifically provided, the dues and Assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board of Directors. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot.

4.10 Certificate of Payment. The Association shall, upon written request by an Owner, and for a reasonable charge not to exceed \$25.00, furnish a certificate signed by an officer of the Association setting forth whether the Annual General Assessments and Special Assessments, if any, on a specified Lot have been paid, or if not paid, the amount the due. The Association shall furnish said certificate within ten (10) days of receipt of the written request. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

4.11 Subordination of the Lien to Mortgages. The lien of the Annual General Assessments and Special Assessments provided for herein shall be subordinate only to the lien of any First Mortgage. The sale or transfer of any Lot shall not affect the lien of such Assessments. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or trustee's sale under a deed of trust for the benefit of any Mortgagee shall extinguish the lien of such Assessments as to payments which became due before such sale or transfer. No sale or transfer shall relieve such Lot from liability as to any Assessments thereafter becoming due or from the lien thereof. Notwithstanding the foregoing no sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof for the benefit of any Mortgagee shall be deemed to extinguish any Mortgage or lien which the Association has itself placed upon any property owned by the Association.

Article V: Architectural Review and Architectural Committee

5.01 Composition and Appointment. An Architectural Review and Covenants Committee (the "Architectural Committee") may be appointed and/or removed only by the Declarant during the Development Period and thereafter by the Board of Directors of the Association. The Architectural Committee shall initially consist of five (5) members, which shall include, but not

be limited to, one representative from each Tract, but may thereafter be modified, increased or decreased in size by the Declarant during the period it has the exclusive right to appoint the Architectural Committee and by the Board of Directors thereafter. Members of the Architectural Committee shall serve for a term of one (1) year, or until their successors are elected and qualified. Any vacancy in the membership of the Architectural Committee shall be filled by the Declarant during the period it has the exclusive right to appoint the Architectural Committee and by the Board of Directors to serve for the remaining portion of the term of the originally appointed member. If any vacancy shall occur, the remaining members of the Architectural Committee may continue to act until the vacancy has been filled. Except for members who have been designated by the Declarant during the period it has the exclusive right to appoint the Architectural Committee, any member may be removed with or without cause by the Board of Directors. In the event that the Board of Directors shall fail to designate an Architectural Committee after the expiration of the period it has the exclusive right to appoint the Architectural Committee, the Board of Directors shall serve as the Architectural Committee.

5.02 Powers and Duties.

(a) The Architectural Committee shall serve as an architectural review board and shall have the right and authority to adopt Design Guidelines and to otherwise regulate the external design, appearance, and location of the Lots and Improvements thereon so as to enforce the architectural provisions of this Declaration, enforce the requirements of the recorded subdivision plats, deeds of subdivision, and to preserve and enhance values and to maintain a harmonious relationship among Improvements and the Property.

(b) The Architectural Committee shall serve in such other capacities as may be determined, from time to time, by the Board of Directors in enforcing the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association. Any decision or determination of the Architectural Committee may be appealed by a Member affected thereby to the Board of Directors.

(c) The Architectural Committee may upon the approval of the Declarant, or thereafter the Board, hire an independent third party to assist in the review of and provide recommendation on any plans and specifications submitted to the Architectural Committee.

5.03 Submission of Plans to Architectural Committee for Approval. Except for such Improvements as may be constructed by the Declarant or Improvements constructed by any Designated Builder, pursuant to plans which have first been approved by the Declarant, no Improvements of any kind whatsoever shall be commenced, erected, placed, moved onto, or permitted on any Lot, nor shall any existing Improvements upon any Lot be removed or altered in any way which materially changes the exterior appearance thereof (including change of exterior color) until plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as the Architectural Committee may reasonably require, but shall in all cases include:

(a) A site plan showing the location of all proposed and existing Improvements on the Lot;

- (b) Exterior elevations for the proposed Improvements;
- (c) Specifications of materials, color scheme and other details affecting the exterior appearance of the proposed buildings;
- (d) Description of the plans or provisions for landscaping or grading; and
- (e) Any other requirements set forth in the Design Guidelines.

5.04 Approvals/Disapprovals. The Architectural Committee shall review such plans in light of the conditions and restrictions in this Declaration, any Design Guidelines then in effect and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high-quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Architectural Committee in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within the Privada subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. By way of illustration, and not of limitation, it is intended that the architecture of the residential structures constructed on: (i) Custom Lots shall be consistent with the architecture of the houses constructed in the Bluestem and Coneflower areas of The Prairies subdivision in Douglas County, Nebraska; (ii) Estate Lots shall be consistent with the architecture of the houses constructed in the Bluestem and Coneflower areas of The Prairies subdivision in Douglas County, Nebraska (iii) Acreage Lots shall be consistent with the architecture of the houses constructed in the Sanctuary and the Estate area of The Prairies subdivisions in Douglas County, Nebraska; and (iv) Villa Lots shall be consistent with the architecture of the houses constructed in the Windgate subdivision in Douglas County, Nebraska. Atypical improvements and home designs, such as dome houses, A-frame houses and log cabins, will not be approved unless the Architectural Committee determines that construction of these improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If the Architectural Committee determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the Design Guidelines, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots, if any, as a quality residential community, the Architectural Committee may refuse approval of the proposed Improvement. Any approval or disapproval of a requested action by the Architectural Committee shall be in writing. In denying any application, the Architectural Committee shall specify the reasons for such denial.

5.05 Failure of the Architectural Committee to Act. If the Architectural Committee shall fail to act upon any request submitted to it within thirty (30) days after a complete submission thereof in a form acceptable to the Architectural Committee, such request shall be deemed to have been approved as submitted, and no further action shall be required. Submission of incomplete plans shall not be considered valid submissions triggering the deadlines stated above and shall not be recognized by the Architectural Committee or the Board of Directors. Additionally, if any additional information is requested by the Architectural Committee, the approval time may be extended so as to allow for additional information and documentation to

be presented to the Architectural Committee.

5.06 Rules, Regulations, and Policy Statements. The Architectural Committee may recommend, from time to time, subject to the approval and adoption of the Declarant during the Development Period and thereafter the Board of Directors, reasonable rules and regulations pertaining to its authorized duties and activities under this Declaration and may from time to time issue statements of policy with respect to architectural standards and such other matters as it is authorized to act on. The Architectural Committee shall adopt rules of procedure, subject to the prior approval and adoption of the Board of Directors, which rules of procedure shall include provisions substantially to the following effect:

(a) The Architectural Committee shall hold regular meetings as necessary. Meetings of the Architectural Committee may be called by any one of the members of the Architectural Committee;

(b) A majority of the members of the Architectural Committee present at any meeting shall constitute a quorum;

(c) The Architectural Committee shall maintain minutes of its meetings and a record of the votes taken thereat;

(d) A copy of all minutes, rules, regulations, and policy statements of the Architectural Committee shall be filed with the records of the Association and shall be maintained by the Association. Except for copyrighted plans, documents, drawings, renderings, photographs and any other materials owned by a Designated Builder, architect, or the like, the Association shall make copies thereof available to any interested Member at a reasonable cost or shall make such minutes, rules, regulations, and policy statements available to any Member for copying; provided, however, unless otherwise required by law, the Association may dispose of any and all records that are no longer deemed reasonably necessary to be kept or maintained in the Board of Directors sole discretion.

5.07 Expenses of the Architectural Committee. The Architectural Committee may charge reasonable fees for the processing of any requests, plans, and specifications including consultation with a professional or other third party. The Association shall pay all ordinary and necessary expenses of the Architectural Committee; provided, however no member of the Architectural Committee shall be paid any salary or receive any other form of compensation, at the expense of the Association except upon authorization by the Board of Directors of the Association.

5.08 Right of Entry. The Association and the Architectural Committee through their authorized officers, employees, and agents shall have the right, but not the obligation, to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Improvement thereon is in compliance with the provisions of this Article V without the Association or the Architectural Committee or such officer, employee, or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

5.09 Land Development Activity. Notwithstanding any other provisions of this Declaration, any Land Development Activity shall not require the approval of or be subject to review by the Architectural Committee. This provision shall not be construed in any manner as a limitation upon the right of the Declarant to review and approve any plan or modification thereof of any Homebuilder.

Article VI: General Restrictions on the Use of Lots and Improvements to be Made Thereon

6.01 Zoning Regulations. The Property shall not be used for any purpose other than as permitted in the applicable zoning ordinances or the laws, rules, or regulations of any governmental authority in force and effect on the date of recording of this Declaration as the same may be hereafter from time to time amended. No building shall be erected, altered, placed, or permitted to remain on any such Lot other than one used as a single-family dwelling. This restriction shall not apply to any use for which a special exception under local government zoning ordinances or other governing regulations, as the same may be hereafter from time to time amended, is finally granted provided such use is approved in writing by the Architectural Committee. The right, however, to further limit or restrict the use of a particular Lot is reserved under the provisions hereof.

6.02 Improvements. The architectural character of all Improvements, or alterations, additions, or improvements thereof (other than interior alterations not affecting the external appearance of Improvements) when visually related to each other and the surrounding natural environment shall be, in the opinion of the Architectural Committee, harmonious in terms of type, size, scale, form, color, and material. The repair, replacement, repainting, resurfacing, or restoration of any Improvements originally approved by the Architectural Committee or the Declarant shall not be subject to the review or approval of the Architectural Committee provided that, following any such repair, replacement, repainting, resurfacing, or restoration of any such Improvements, the external appearance of such Improvements shall be substantially identical with the appearance of said Improvements as originally approved. Except as otherwise herein provided, no Improvements shall be painted, surfaced, or resurfaced with any material unless and until approved in writing in accordance with the Design Guidelines or other objective guidelines established by the Architectural Committee.

6.03 Screens and Fences. In addition to the restrictions contained elsewhere in this Declaration, only fences or walls (including, without limitation, densely planted hedges or similar landscape barriers) approved in advance by Declarant, in their sole and absolute discretion, shall be used, installed and/or constructed on each Lot. All fences and walls shall be maintained in a structurally sound and attractive manner. In all events, installed fences or walls must comply with applicable set back requirements imposed by the City of Omaha or other governmental agencies with zoning jurisdiction. No fence or wall shall be erected on any Lot until the Architectural Review Committee has given prior written approval of the color, size, design, materials and location for such fence or wall. The Architectural Review Committee may, in its sole and absolute discretion, refuse to allow any fences or walls on a Lot, even if fences or walls are allowed on other Lots. The fence types which may receive consideration are fences composed of wrought iron or black aluminum and as otherwise set forth in the Design

Guidelines. Any fencing which may be installed by the Declarant or the Association in the Common Area shall be maintained by the Association.

6.04 Signs and Lighting. The location, color, nature, size, design, and construction of all private signs or private outdoor lights shall be approved in writing by the Architectural Committee before the installation thereof.

6.05 Vehicles and Parking. No commercial truck, construction equipment, commercial bus, taxicabs, or other commercial vehicle of any kind, boats, trailers, campers, recreational vehicles, motorcycles, or motor homes shall be parked in any visible location on the Property without the prior written approval of the Architectural Committee. Commercial vehicles shall be deemed to include cars and vans in styles normally used for private purposes but painted with or carrying commercial advertising, logos, or business names exceeding five (5) square feet per side or containing visible commercial materials, cargo, tools, or equipment on the exterior of the vehicle or that extend beyond the length or width of the vehicle. No visually offensive vehicle as determined of the Architectural Committee or disabled vehicle or vehicle on which current registration plates or other required permits such as inspection stickers are not displayed shall be visibly parked on any Lot or on Common Area. The light repair or routine maintenance of vehicles, boats, motorcycles, campers, trailers, or similar vehicles shall not be carried out in a manner that is visible from any Lot for longer than twenty-four (24) hours, and may never be carried out on the Common Area. The heavy repair or extraordinary maintenance shall not be carried out in a manner that is visible from any Lot or from any Common Area. The Association may enforce the provisions of this Section by towing any non-complying vehicle at the vehicle owner's sole risk and expense. This provision shall not preclude commercial vehicles located on the property temporarily (less than 24 hours) to provide services to the Association or a resident or to trucks, construction equipment, commercial vehicles which are necessary for the construction of Improvements during the period of construction.

6.06 Animals and Animal Shelters. The maintenance, keeping, boarding, or raising of animals, livestock, or poultry regardless of number, is prohibited on any Lot or upon the Common Area, except for the keeping of guide animals and reasonable number of orderly domestic pets (e.g. fish, nonpoisonous reptiles, dogs, cats, or caged birds), not to exceed three properly licensed (3) pets which can regularly leave the Lot, subject to the rules and regulations adopted by the Board of Directors. Such pets or animals shall be permitted subject to the condition that they are not allowed to reasonably annoy and/or disturb the normal residential occupancy of the neighborhood or constitute a hazard to public health or safety. Such pets or animals shall not be kept or maintained for commercial purposes or for breeding. Animals shall not be permitted upon the Common Area except for orderly domestic pets accompanied by someone who can control the animal and unless carried, leashed, or under other positive control. Animal droppings shall be cleaned up by the Resident responsible for the animal being on the Property. If an animal's owner fails to clean up after his or her pet or fails to comply with leash laws or the requirements of the rules and regulations of the Association charges may be levied against the responsible party as allowed by law. Any Resident who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and each Owner free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Property. All animals shall be registered and inoculated as required by law. The appropriate

governmental authorities shall have an easement and right of access across the Property to enforce local animal control laws and ordinances. No shelters for animals shall be erected, placed or permitted to remain on any Lot. The Association shall have the authority to establish further rules and regulations regarding pets, and to include the levy of fines and assessments against Owners that violate such rules and regulations.

6.07 Garages. No garage shall be utilized for other than the purpose of parking and storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. No garage may be converted into or used for living or commercial space. All primary Dwelling Units, except for those Dwelling Units constructed within the Villa Tract, shall be constructed with an attached and enclosed garage that will accommodate a minimum of three (3) cars. For the Dwelling Units located on the Estate Tract and Acreage Tract, the garage shall not occupy more than fifty percent (50%) of the width of the front façade of the house, as measured along any building line that faces the street. The Architectural Review Committee shall have the right, but not the obligation, because of restrictive topography, lot shape, dimensions or unusual site related conditions or other reasons, to allow variances from the garage requirements set forth herein by granting a specific written variance.

6.08 Air, Water and Other Pollution. No use of any Lot will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards, which standards shall at a minimum meet the requirements of federal and state law and any regulations thereunder applicable to the Property, to be established by the Architectural Committee, and approved by the Board of Directors. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property, or any part thereof, in violation of any regulations of any private or public body having jurisdiction. No person shall dump garbage, trash, yard waste or other refuse, or any polluting and/or harmful gaseous, liquid or solid waste into any waterway or onto any Common Area or Lot owned by Owner, another Owner, the Declarant or any Designated Builder within the Property.

6.09 Leases. No Owner of a Lot or Dwelling Unit shall lease to another any such Lot or part thereof or any such Dwelling Unit unless such lease shall be in writing for an initial term of not less than six (6) months and shall expressly provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation, Bylaws, and rules and regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under such lease. The Board of the Association shall be provided with copies of leases on request.

6.10 Landscaping. The land area not occupied by Improvements, hard-surfacing, vehicular driveways, or pedestrian paths, shall be kept planted with grass, trees, or shrubs or other ground covering or landscaping in conformance with the standards set by the Architectural Committee and approved by the Board of Directors. Such standards will take into consideration the need for providing effective site development to:

- (a) Enhance the site and building;
- (b) Screen undesirable areas or views;

- (c) Establish acceptable relationships between buildings and adjacent properties; and
- (d) Control drainage and erosion.

As required by the Architectural Committee, existing trees shall be retained, buffer areas maintained, and the natural contour of the land respected. The Architectural Committee reserves the right to require special treatment of slopes, and construction of retaining walls. Notwithstanding the foregoing, any clearing, grading, or other development work performed pursuant to any site development plan by the Declarant and approved by all appropriate governmental authorities for Declarant or for any Participating Builder shall not be subject to the review or approval of the Architectural Committee. All landscaping should be installed during the first available planting season following substantial completion of the Dwelling Unit and no later than one year from commencement of construction of the Dwelling Unit.

6.11 Sidewalks. Each Owner does hereby assume any and all responsibility for the construction, installation and maintenance, at Owner's expense, of public sidewalks parallel to each street which abuts the Lot or Lots owned by such Owner. Sidewalks shall be constructed in accordance with City standards, rules and regulations. Each Owner shall make every attempt to make the construction of the sidewalks consistent with the overall development. Such sidewalks shall be constructed within thirty (30) days of substantial completion of the Dwelling Unit on the Lot, or within one year following purchase of a Lot that remains unimproved.

6.12 Maintenance and Use of Premises and Improvements. Each Owner or Resident shall at all times keep the Lot, Improvements, and appurtenances in a safe, clean, neat, and sanitary condition. Appropriate maintenance shall include, but not be limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management, with the exception of those Lots on which the Association may provide maintenance of landscaping. All Owners of Lots on which stormwater management or storm drainage easements exist must keep such area free of debris, landscaping, or fences so as not to impede drainage. The Owner or Resident shall comply with all laws, ordinances, and regulations pertaining to health, safety, and pollution, and shall provide for storage and removal of trash and rubbish from his premises in a manner to be approved by the Architectural Committee. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet enjoyment of other Owners or Residents of the Lots.

6.13 Maintenance During Construction. During construction it shall be the responsibility of each Owner, Home Builder, and Designated Builder to ensure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks, and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot. During construction on Lots, Owners of Lots shall install and maintain siltation fences, straw wattles, or other means of erosion control approved by the Declarant (hereinafter referred to as "Erosion Control Measures") until their Lots are sodded, which Erosion Control Measures shall be installed in a manner which will eliminate or substantially reduce erosion and run-off of soil and

in all events as required by regulatory authorities. Declarant and the Association shall have the right to require the owners of Lots to install and maintain the Erosion Control Measures in such locations, configurations, and designs as the Declarant or the Association may determine appropriate in its sole and absolute discretion. Owner shall indemnify and hold the Association and the Declarant harmless from any and all liabilities, costs, expenses, causes of action, attorney fees, fines, penalties or assessments with respect to Owner's construction and grading activities, including, without limitation, Owner's failure to comply with governmental requirements during and following construction.

6.14 Tree Removal. No tree situated upon any Lot may be moved, removed, cut or destroyed unless complete plans describing the exact tree or trees to be moved, removed, cut or destroyed and the reason therefore, shall have been submitted to and approved in writing by the Association. For purposes of this Section, "tree" shall mean and refer to a tree of any type with a diameter larger than one (1) inch at a height of five (5) feet. Unless waived in writing by the Association, each Owner shall repair and maintain in good condition any and all trees, shrubs, and bushes placed in and along the public easement areas on their Lot. Should any of such trees, shrubs or bushes be removed, die, or deteriorate into a poor condition, the Owner of the Lot shall, at its expense, replace such trees, bushes or shrubs with trees, bushes or shrubs of the same or similar quality. In the event such replacement does not occur upon thirty (30) days written notice from either the Declarant or the Association, then either the Declarant or the Association may cause such replacement to occur and charge the Owner of the Lot for such replacement as provided in this Declaration. Each Lot must be landscaped with: (i) no fewer than two (2) trees, each no less than three (3) caliper inches in diameter at eight (8) feet of height at least one (1) of which shall be planted in the front yard; and (ii) trees required and to be planted in conformance with the approved street tree plan which is part of the Design Guidelines. Each Lot with a street side yard shall plant additional street trees in the street side yard per the approved street tree plan which is part of the Design Guidelines.

6.15 Waste. No Lot, street or road shall be used or maintained as a dumping ground for rubbish, trash or garbage. During construction of Improvements on a Lot, all rubbish and debris shall be stored and disposed in a manner satisfactory to Declarant and the Association.

All Owner's shall use and comply with the trash rules and regulations set forth in the Design Guidelines including the Declarants designation of the same day services for all of the Lots and the selection of a preferred trash hauling and recycling company. Unless otherwise prescribed, the Owner shall be responsible for providing and contracting with a single trash hauling and recycling company.

6.16 Nuisances. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Lot. No Lot shall be used, in whole or in part, for the deposit, storage or burial of any property or thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No grass, weeds or other vegetation will be grown or

otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance.

Trash containers, recycle bins and garbage cans shall be hidden from view until the day of disposal or pick-up and shall be removed from the front of house within twenty-four (24) hours of trash pickup. Outdoor storage areas for trash containers, recycle bins and garbage cans must be approved by the Architectural Review Committee and shall be consistent with the Design Guidelines.

6.17 Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and partially completed Dwelling Units or other Improvements shall not be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. Construction of the Dwelling Unit, including landscaping, must be completed within one (1) year after the date upon which it commenced, unless a longer time is approved by Declarant. Grading plans must be submitted to and approved by Declarant prior to commencement of Improvements to any Lot. Any damage to the streets, roads or any part of any Common Area, Maintenance Area, or any utility system caused by an Owner or Owner's builder or such builder's subcontractors shall be repaired by such responsible Owner. Any builder of Improvements and such builder's subcontractors on any portion of the Property shall keep such portion of the Property free of unsightly construction debris and shall similarly keep contiguous public and private areas free from any dirt, mud, garbage, trash, or other debris which is occasioned by construction of Improvements. No materials, debris or objects are to be stored or placed, temporarily or permanently, along with no construction activities or machinery of any sort, on the exterior of this perimeter. The Owner of such Lot is responsible for costs associated with the clean-up resulting from construction activities.

In addition, the perimeter of the Lot or as otherwise set forth by the Declarant must be enclosed with silt fencing prior to commencement of construction in such a manner to keep the exterior of such perimeter free from silt or other forms of run-off. All silt fencing which is damaged or not effective in preventing run-off shall be immediately repaired. The Declarant has the right, but not obligation, without notice to Owner of such Lot, to repair all silt fencing which remains damaged and/or not effective in preventing run-off, after twenty-four (24) hours notice to Owner at the expense of the Owner of such Lot. The foregoing restrictions shall be supplemental to the requirement of Article VII, Section 6.13 of this Declaration.

6.18 Recreational Improvements. No tennis courts shall be allowed on a Lot. Swimming pools must have the prior approval of Declarant, and may not extend more than one (1) foot above ground level and comply with all other elements of this Declaration.

6.19 Flags. The Board of Directors of the Association is authorized and reserves the right to regulate the size and type of flags which may be displayed on the property, including the right to prohibit the display of flags on the Property or the right to require the removal of flags, banners or the like that the Board of Directors deems controversial or inappropriate in its sole discretion. The Board of Directors is also authorized to regulate, restrict or prohibit the erection and

placement of flag poles on the Property and reserves the right to do so in its sole discretion.

6.20 Temporary Structures. No residence or building of a temporary nature, including a construction trailer, shall be erected or allowed to remain on any Lot, and no barn, carport, trailer, open basement, storage building, outbuilding, or utility building shall be erected on any Lot or attached to any Dwelling Unit unless approved by the Architectural Review Committee. Provided, however, nothing herein shall prohibit Declarant or a builder (subject to the prior approval of Declarant) from erecting or moving temporary buildings onto Lots owned by Declarant or such builders, or Lots which Owner has contracted with such builders, to be used for storage, or for construction or during construction of a Dwelling Unit. No permanent structure or dwelling shall be moved from outside the Project to any Lot without written approval of the Architectural Review Committee.

6.21 Exterior Lighting. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

6.22 Fencing. All fences must be constructed of wrought iron or all black aluminum or other type of material approved by Declarant, provided that no fence may be installed without the prior approval of the Declarant, and no fences or walls shall exceed a height of six (6) feet unless otherwise approved by Declarant.

6.23 Conflicts with Master Declaration. This Declaration is a "Supplemental Declaration" as such term is defined and used in the Master Declaration. In no event shall any term or provision in this Declaration revoke or modify the covenants, conditions, restrictions and easements provided for in the Master Declaration, the intent being that this Declaration shall be supplemental and subordinate to the Master Declaration. In the event of conflict between the covenants, conditions, restrictions and easements of the Master Declaration and this Declaration, the covenants, conditions, restrictions and easements in the Master Declaration shall control and take priority unless the provisions of this Declaration are more restrictive or impose additional requirements, in which event this Declaration shall control.

6.24 Master Association Dues. Each Owner shall be responsible for paying its portion of the Master Association Assessment. Such dues shall be paid to the Association on an annual, quarterly or monthly basis as from time to time determined by the Board of Directors of the Master Association.

6.25 Duty of Maintenance. Except for those portions, if any, of a Lot which the Association may elect to maintain to repair hereunder, the Owner of any Lot shall have the duty and responsibility, at such Owner's sole cost and expense, to keep the Lot(s) owned by such Owner, including Improvements thereon and ground and drainage easements or other rights-of-way incident thereto, in compliance with the covenants, conditions, restrictions and development standards contained in this Declaration (to the extent applicable), and in the Master Declaration, and otherwise in a well-maintained, safe, clean and attractive condition at all times

Article VII: Easements and Other Rights

Declarant, in addition to any other easements granted herein, hereby reserves unto itself, its successors and assigns, and grants to the Association and any other persons or entities hereinafter set forth, easements on, upon, over, across, through and under the Property as described in this Article VIII. In addition, Declarant hereby reserves unto itself, its successors and assigns, the right, on behalf of itself and the Association, to grant additional easements on, upon, over, across, through and under the Common Areas and any portion of the Property owned by Declarant as deemed to be in the best interests of and proper for the Project, including, but not limited to, easements in favor of Declarant, the Association, the Master Association, the Owners, and all their family members, guests, invitees and tenants and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified. Unless otherwise specified in this Article VIII, all easements reserved and granted herein shall be non-exclusive and shall be perpetual in duration notwithstanding the termination or expiration of the term of this Declaration.

7.01 Use of Common Areas. Subject to any rules, regulations and restrictions on use as set forth in this Declaration or in rules and regulations hereafter imposed by the Association, Declarant grants and reserves an easement in favor of Declarant, the Association, the Owners and all their family members, guests, invitees and tenants for ingress and egress and to otherwise travel across and use the Common Areas on a non-exclusive basis.

7.02 Right of the Association and Declarant to Enter Upon the Common Areas and Maintenance Areas. Declarant hereby reserves for the benefit of itself, and grants to the Association and all agents, contractors, employees or other designees of Declarant or the Association, an easement for ingress, egress and access to enter upon or over the Common Areas and Maintenance Areas for the purposes of inspecting any construction, proposed construction, or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of the Common Areas and Maintenance Areas. Such easement includes an easement in favor of the Association and Declarant to enter upon the Common Areas and Maintenance Areas now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter redesignated or as Declarant otherwise determines them to be reasonably suited.

7.03 Maintenance Areas. Declarant hereby reserves, for the benefits of itself, its agents, contractors and employees, and grants to the Association, its agents, contractors and employees, easements as follows:

(a) An Easement for the purposes of landscaping and maintaining entryways and erecting and maintaining entrance monument(s) and signs for the Project, including the right to erect and maintain entrance monument(s) and signs thereon bearing the name of the Project, and to erect and maintain lighting for such monument(s), plantings, landscaping, irrigation systems and other Improvements typically used for entryways.

(b) An Easement for the installation, maintenance, repair and removal of Improvements in Outlots and easement areas within of the Project.

7.04 Declarant's Right to Assign Easements and Maintenance of Easement Areas. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder. The areas burdened by the easements and rights-of-way reserved by Declarant on each Lot or other portion of the Property pursuant hereto, including any Improvements in such areas, which are not to be maintained by the Association or a public authority or utility, shall be maintained continuously by each Owner of such Lot or other portion of the Property, but no structures, plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Notwithstanding the above, the Association and/or Declarant shall have the right, but not the obligation, to maintain the landscaping in the easement areas on any Lot.

7.05 Easement Reserved for the Association and Declarant. An easement for access, ingress and egress over upon and across the Lots is hereby reserved by Declarant for itself and granted to the Association to perform their respective rights, duties and obligations under this Declaration.

7.06 Other Easements. Other easements are provided for in the Plat.

Article XIII: Mailboxes

8.01 Mailboxes. Mailboxes for all Lots will be constructed by Declarant and located as directed by the United States Postal Service. Each Lot Owner shall pay a \$500 mailbox fee to Declarant not later than thirty (30) days following completion and occupancy of a Dwelling Unit.

Article IX: Insurance

9.01 Insurance. The Association's Board of Directors or its duly authorized agent shall obtain a public liability policy covering the Common Area, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and if reasonably available, directors' and officers' liability insurance, fidelity bond coverage and such other insurance as may be deemed reasonable and necessary by the Board of Directors of the Association. Cost of insurance coverage obtained for the Common Area shall be included in the Annual General Assessment. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties.

Article X: Condemnation

10.01 Notice. Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on its behalf or on the written direction of all Owners subject to the taking, if any), by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to

participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed in accordance with the direction of the Board of Directors or retained as working capital of the Association.

10.02 Replacement Improvements. If the condemnation or eminent domain involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such condemnation or eminent domain the Declarant and at least seventy-five percent (75%) of the Class A Members shall otherwise agree, the Association shall restore or replace such improvements so condemned on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association.

Article XI: General Provisions

11.01 Powers. Except for the authority and powers specifically granted to the Declarant, the Declarant, the Association, or any Owner shall have the right, but not the obligation, to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions, and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages due to such violation. Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.02 Duration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period ending on the earlier of: (i) the end of the Development Period; or (ii) of ten (10) years from the date of recording of this Declaration. Thereafter this Declaration may be amended, modified or terminated by an instrument signed by the Owners of not less than seventy percent (70%) of the Lots covered by this Declaration.

11.03 Changes and Amendments. By written consent of the Declarant for a period ending on the earlier of: (i) the end of the Development Period; or (ii) ten (10) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to a Lot may be waived, modified, or amended for any Lot, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Property and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section 12.03, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

11.04 Termination of Status. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a written notice of termination of status as Declarant. Upon and with such filing, the Declarant may appoint a successor, or in the absence of such appointment, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

11.05 Notices. Any notices required herein to be delivered to an Owner shall be deemed sufficient if personally delivered to an Owner or if deposited in the United States Mail, by certified or registered mail, prepaid and addressed to the Owner at the residential address assigned to the Owners Lot. The effective date of notices shall be the date of delivery if personally delivered or the date of mailing if mailed.

11.06 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions hereof, which provisions shall remain in full force and effect.

11.07 Construction. The Association shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding on all persons and entities benefited or bound by the provisions of this Declaration.

11.08 Declarant's Disclaimer. Declarant makes no warranties or representations that any plans regarding any future phases will be carried out, or that any Lot within any such phase or future phase will be committed to or developed for any particular use. In addition, while Declarant has no reason to believe that any of the provisions of this Declaration are or may be unenforceable, Declarant makes no representations as to enforceability. Declarant shall have no liability for the development of the Property or the enforcement of this Declaration.

11.09 Headings. The headings of the Articles and Sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

11.10 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.

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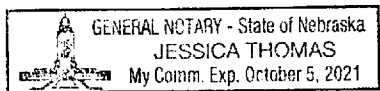
IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed as of the year and day first above written.

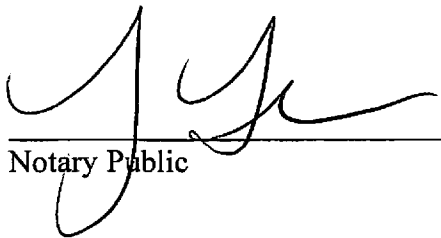
WISH IN ONE HAND ENTERPRISES, a
Nebraska limited liability company

By: 
Carlo Skrupa, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 3rd day of February, 2020, by Carlo Skrupa, Manager of WISH IN ONE HAND ENTERPRISES, LLC, a Nebraska limited liability company, on behalf of the company.




Notary Public

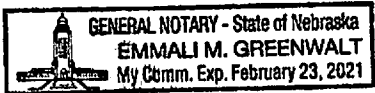
IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the date first above written.

OWNER OF LOT 3:

Barbara DiGiovanni
Barbara DiGiovanni

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11 day of February, 2020, by Barbara DiGiovanni.



Emmali M. Greenwalt
Notary Public

LENDER'S CONSENT AND SUBORDINATION

The undersigned, Security National Bank of Omaha, a national banking association ("**Lender**"), being a lien holder in the real estate encumbered by the instruments to which this consent is attached by virtue of one or more Deeds of Trust or other documents ("**Lien Instruments**"), hereby consents to the execution of and recording of such instrument, provided, that by consenting to such instruments (i) such consent does not modify or amend the terms and conditions of the Lien Instruments and related loan documents, and (ii) such Lien Instruments shall remain a lien on the property described therein, provided, that such Lien Instruments shall be bound and subject to such instruments.

Dated effective as of February 3, 2020.

Security National Bank of Omaha, a national banking association

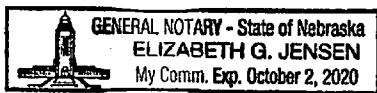
By: *James K Sterling*

Print Name: James K Sterling

Its: Sr Vice President

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 3rd day of February, 2020, by James K. Sterling, the Senior Vice President of Security National Bank of Omaha, a national banking association, on behalf of the association.



Elizabeth G. Jensen
Notary Public

EXHIBIT "A"

Legal Description

Lots Lots 1 through 169, inclusive, in Privada, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT "B"

Designated Builder List

1. Custom Lots:
 - Callaway Homes
 - Fireside Homes
 - Frontier Builders
 - Laid Back Lifestyle Homes
 - Landmark Performance Homes
 - Malibu Homes
 - Sierra Homes
 - VCI Homes

2. Estate Lots:
 - Arjay Builders
 - Falcone Homes
 - Frontier Builders
 - Landmark Performance Homes
 - Malibu Homes
 - Nathan Homes
 - R&A Builders
 - Sierra Homes
 - Thomas David Fine Homes

3. Villa Lots:
 - Nathan Homes
 - Thomas David Fine Homes

4. Acreage Lots:
 - Arjay Builders
 - Falcone Homes
 - Frontier Builders
 - Malibu Homes
 - R&A Builders

EXHIBIT "C"

Lot Designation Schedule

Custom Lots:	Lots 1 thru 67
Estate Lots:	Lots 68 thru 123
Acreage Lots:	Lots 124 thru 136
Villas Lots:	Lots 137 thru 169