



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

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF VILLAS AT PRIVADA ("Declaration") is made effective the 14th day of February, 2020, by WISH IN ONE HAND ENTERPRISES, LLC, a Nebraska limited liability company ("Declarant").

Preliminary Statement

Declarant owns the real estate in Douglas County, Nebraska, which is more particularly described as follows:

Lots 137 through 169, inclusive, in Privada, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Declarant desires to provide for the preservation of the values and amenities of the Privada villa lots, and for the maintenance of the residential character thereof.

NOW, THEREFORE, Declarant hereby declares that all the real estate described above 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 properties 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 properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Architectural Control Committee" shall mean the individual or committee appointed from time to time by the Declarant or in the event Declarant terminates its status as Declarant herein in accordance with the provisions of Article 11, Section 4 of the Residential Declaration, then the individual or committee appointed from time to time by the Board of Directors of the Association.

Section 2. "Association" shall mean and refer to Villas at Privada Owners Association, a Nebraska nonprofit corporation, its successors and assigns.

Section 3. "Common Facilities" 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, recreational facilities, green spaces, entryways, monument signs, parks and other open space land, lakes and streams, Maintenance Areas, Roadways, storm water management and drainage facilities, private streets not dedicated to Douglas County, Nebraska or State of Nebraska.

Section 4. "Declarant" shall mean and refer to Wish In One Hand Enterprises, LLC, a Nebraska limited liability company and its successors, assigns or appointees.

Section 5. "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) December 31, 2029; or (b) any earlier date specified by the Declarant in a written notice to the Association that the Declarant control period is to terminate.

Section 6. "Exterior maintenance services" shall mean only 1) the mowing, fertilization and application of chemicals to lawns and 2) snow removal for the driveway and sidewalk.

Section 7. "Lot" shall mean and refer to the individual platted lots which in total constitute the Properties, as such individual lots may from time to time be reconfigured by a legally completed and recorded replat or administrative subdivision.

Section 8. "Maintenance Areas" shall mean the Common Facilities 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), Roadways, hard surface or soft surface sidewalks, walking or jogging paths, or similar pathways over and under any outlot.

Section 9. "Master Declaration of Covenants" 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.

Section 10. "Outlots" shall mean Outlots H, I, J, K, and L designated on the Plat.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot but excluding, however, those persons or entities having any interest in any of such Lots merely as a security for the performance of an obligation. The purchaser of a Lot under a land contract or similar instrument shall be considered the Owner.

Section 12. "Plat" shall mean the final plat of Privada, recorded with the Register of Deeds on July 31, 2019, as Instrument No. 2019059008.

Section 13. "Properties" shall mean and refer to the real property in Douglas County, Nebraska, described as follows:

Lots 137 through 169, inclusive, in Privada, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Section 14. "Residential Declaration of Covenants" shall mean: (i) the Residential Declaration of Covenants, Conditions, Restrictions and Easements for Privada dated February 11, 2020, and recorded with the Register of Deeds of Douglas County, Nebraska, on February 14, 2020, in the Miscellaneous Records as Instrument No. 2020014320; and (ii) any declarations recorded against subsequent residential phases of Privada, all as may be amended from time to time. The Residential Declaration of Covenants are by this reference incorporated herein.

Section 15. "Roadways" shall mean and refer to the roads and streets constructed on Outlot H and Outlot L as shown on the Plat.

Section 16. "Villa Unit" shall mean an individual dwelling unit situated on a Lot.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the officers of the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. An Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting

only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant. The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time (subject to limitations in effect from time to time under the Nebraska Nonprofit Corporation Act) until revoked in writing by the specific Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of law.

Section 3. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The sole Class B member shall be the Declarant and it shall be entitled to twenty (20) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) the date on which Declarant no longer owns a Lot;

(b) the date Declarant shall elect, in its sole discretion, that the Class B membership cease and be converted to Class A membership; or

(c) on December 31, 2029.

ARTICLE III COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and attorney's fees, shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against when each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but all successors shall take title subject to the lien for such dues and

assessments, and shall be bound to inquire the Association as to the amount of any unpaid assessments or dues.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the expenses, charges, and costs of the operation of the Association; landscaping, mowing, watering, maintenance, repair and replacement of Common Facilities; and the Exterior maintenance services.

Section 3. Establishment of Annual Assessment. The Association shall levy in each of its fiscal years an annual assessment against each Lot. The amounts of such annual assessment shall be established 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.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any year, a special assessment applicable to that year only, for the purposes of defraying, in whole or in part, the costs of construction, reconstruction, repair or replacement of a capital improvement upon the common ancillaries, including fixtures and personal property related thereto, in an amount determined by the Association. Such special assessments shall not be effective unless it receives the vote of two-thirds (2/3) of the votes entitled to be cast at a meeting of the Members of the Association called for the purpose of making such a special assessment.

Section 5. Rate of Assessment. Annual assessments and special assessments shall be fixed at a uniform rate among all Lots.

Section 6. Date of Commencement of Annual Assessments; Due Dates. Except as otherwise set forth herein, the annual assessments provided for herein shall commence as to the Lots on the first day of the month following the date on which they are to be assessed. All assessments shall be collected in advance on an annual, quarterly or monthly basis as from time to time determined by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least ten (10) days in advance of each annual assessment period. Written notice of the annual assessment and the due dates shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge (not to exceed \$25), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then maximum legal rate for individuals allowable in the State of Nebraska. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by maintaining his or her own Lot.

Section 8. Imposition of Dues and Abatement of 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.

Section 9. Subordination of the Lien to Mortgages/Trust Deeds. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage or trust deed foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

Section 10. Insurance. Each Villa Unit Owner shall provide homeowners insurance with respect to the improvements (villa units) in an amount equal to at least the full replacement value of said improvements or in an amount as may be required by any mortgage holder, whichever is higher, against loss by fire, lightning, windstorm, and other perils covered by standard extended coverage endorsement, and insurance against such other hazards in amounts as are normally carried by owners of like units. Upon request of the Association from time to time, each Owner shall provide written evidence of this insurance coverage.

ARTICLE IV RESTRICTIONS, EASEMENTS AND MISCELLANEOUS PROVISIONS

Section 1. Reservations to Declarant. Declarant hereby reserves for the benefit of itself, and grants to the Association and all agents, contractors, employees and other designees of Declarant or the Association, a non-exclusive easement for ingress, egress and access to enter upon or over the Lots and Maintenance Areas as necessary or appropriate to provide the services and other duties, or obligations of Declarant or Association, under this Declaration.

Section 2. Fences and Exterior Regulations. Declarant may construct a boundary fence along selected boundary lines of the Lots ("Boundary Fence"). All additional fencing constructed by Owners must be approved in advance by the Declarant and must in all respects be consistent with the Boundary Fence. No fence shall be erected or permitted to remain in front of the minimum building setback line applicable to any Lot on the Properties. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Landscaping shall not prevent or cause interference with the Association's access to the Lot in performing the Exterior maintenance services or any other purpose set forth in this Declaration. Other than the Boundary Fence or any internal perimeter fence, no fence shall be installed without a gate that is less than forty-eight inch (48") in width, which shall be unimpeded when the gate is fully opened to provide the Association with access to all portions of the Lot. No fences or walls shall exceed a height of six (6) feet. Owners may cause an internal perimeter fence to be built within the perimeter of the backyard, provided, however, the fence shall (i) comply with the design guidelines, and (ii) not interfere with Association's Exterior maintenance

services. The Declarant and the Association shall not be responsible for any of the property or landscaping located within the internal perimeter fence. All fences shall comply with design guidelines and must be approved by the Committee.

An in-ground sprinkler system is required to be installed on all lots. All produce or vegetable gardens shall only be maintained in rear yards. No external television or radio antenna or satellite receiving dish (except as provided for miniature dishes under Article IV) shall hereafter be erected on or about any of the building sites or Lots within the Properties. No clothesline or clothes hanger may be constructed or used unless completely concealed within enclosed patio areas. No swimming pool shall be permitted which extends more than one (1) foot above ground level. No storage shed or playhouse of any kind shall be permitted on any Lot.

Section 3. Priority of Master Declaration and Residential Declaration of Covenants.

The Lots are restricted by the Master Declaration of Covenants and the Residential Declaration of Covenants and the Lots and Owners are subject to the terms thereof and this Declaration shall be supplemental thereto. In the event of any conflict between the terms of the Master Declaration of covenants or the Residential Declaration of Covenants and the terms of this Declaration, the terms of the Master Declaration of Covenants and the Residential Declaration of Covenants shall prevail.

Section 4. Private Drive Easement. Each Lot Owner is hereby granted a permanent and nonexclusive easement for access, ingress and egress over, upon and across the Outlots H and L for the purpose of pedestrian and vehicular access to and from each Lot. Such use by the Owner of any Lot shall not be permitted to include any action which impedes traffic or impairs the ability of any Owner to make use of Outlots H and L as contemplated by this section. Access to and use of Outlots H and L shall be limited to the Declarant, the Association, and the Owners and all their family members, guests, invitees and tenants of the Lots.

Section 5. Utility Easement. Declarant hereby reserves for the benefit of itself, and grants to the Association and all agents, contractors, employees, the Owners, and other designees of Declarant or the Association a non-exclusive utility easement over the Outlots for the installation and maintenance of utilities or other associated services within the Outlots. Within the above-described easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or which may change the direction or flow of drainage.

Section 6. Exterior Maintenance Services. The Association shall provide for the Exterior maintenance services of each Villa unit and Lot. The Declarant does hereby reserve and each Owner does hereby consent and grant to the Association and its officers, employees, agents, contractors and repairmen, a perpetual and permanent easement over and across such Villa Unit and Lot at any reasonable time to make inspections and to perform such Exterior maintenance services. Exterior maintenance services shall at all times be consistent with and comply with the provisions of the Residential Declaration of Covenants and this Declaration. Exterior maintenance shall not include, without limitation, any painting, window cleaning, repairs or maintenance of sanitary sewer, water, gas or electrical lines on Owner's Lot, roof repair or replacement, repair or maintenance of gutters, downspouts, sprinkler systems, landscaping, or

any damage to property of any kind normally covered by homeowners insurance policies with extended coverage including but not limited to such items as glass, garage doors, entrance doors and Owner's personal property. All maintenance services that are not the responsibility of the Association shall be the responsibility of each Owner of a Villa Unit and Lot. In the event that the need for any Exterior maintenance services is caused through the negligent acts or omissions of an Owner, or through the negligent acts or omissions of the family, guests, or invitees of an Owner, the cost of such Exterior maintenance services by the Association shall be the personal obligation of the Owner of the Lot and shall be in addition to the assessment to which such Lot is subject under this Declaration.

The obligation of the Association to provide Exterior maintenance services shall not be impaired by any action of the Owner or any improvements constructed on any lot. Association dues shall not be abated, in whole or in part, for any Lot upon which the Association is prevented from providing Exterior maintenance services by the Owner of such Lot.

Section 7. Trash and Recycling. Upon notice from the Declarant, the designated trash hauling and recycling company shall be selected by the Association. All Owner's shall use and comply with the trash rules and regulations of the designated trash hauling and recycling company. The Association shall be responsible for providing and contracting with a single trash hauling and recycling company. The trash hauling and recycling services shall be provided on the same day for all of the Properties.

ARTICLE V ARCHITECTURAL CONTROL

No dwelling, fence (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dish, flag pole, solar collecting panels or equipment, tool shed, or other external improvements (including landscaping) above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain upon any of the Properties, nor shall any grading, excavation, or tree removal be commenced without express written approval of the Architectural Control Committee.

ARTICLE VI GENERAL PROVISIONS

Section 1. Powers. Except for the authority and powers specifically granted to the Declarant, the Declarant, the Association, or any owner of a Lot named herein 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 or other dues of 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.

Section 2. 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 during the Development Period. Thereafter this Declaration may be amended, modified or terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

Section 3. Changes and Amendments. By written consent of the Declarant during the Development Period, 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 Project 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, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment. Notwithstanding anything to the contrary herein, the Declarant reserves the right to amend this Declaration during the Development Period without the consent of any Owners, or any other person claiming an interest in the Property or the Association.

Section 4. Assignment or Termination of Status. Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon 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.

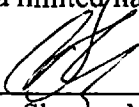
Section 5. Notices. Any notices required herein to be delivered to an Owner shall be deemed sufficient if personally delivered to an Owner or if deposited in the United States Mail, by certified or registered mail, prepaid and addressed to the Owner at the residential address assigned to the Owners Lot. The effective date of notices shall be the date of delivery if personally delivered or the date of mailing if mailed.

Section 6. Miscellaneous. Invalidation of any covenant or provision in this Declaration by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Time is of the essence for purposes of this Declaration.

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Signature Page to Follow]**

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

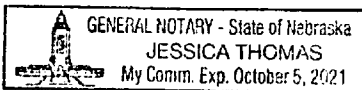
WISH IN ONE HAND ENTERPRISES, a
Nebraska limited liability company

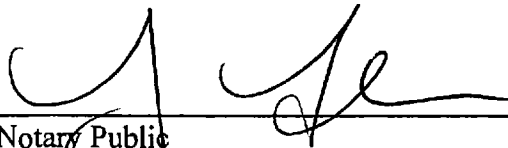
By: 

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

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

