



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

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF ACREAGES 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 124 through 136, 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 Acreage 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. "Acreage Unit" shall mean an individual Dwelling Unit situated on a Lot.

Section 2. "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 Acreages 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, gates, entryways, monument signs, parks and other open space land, lakes and streams, Maintenance Areas, Roadways, Roadway entry gates, 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. "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 7. "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, Roadway entry gates, hard surface or soft surface sidewalks, walking or jogging paths, or similar pathways over and under any outlot.

Section 8. "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 9. "Outlots" shall mean Outlots O and P as designated on the Plat.

Section 10. "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 11. "Plat" shall mean the final plat of Privada, recorded with the Register of Deeds on July 31, 2019, as Instrument No. 2019059008.

Section 12. "Properties" shall mean and refer to the real property in Douglas County, Nebraska, described as follows:

Lots 124 through 136, inclusive, in Privada, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Section 13. "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 14. "Roadway" or "Roadways" shall mean and refer to the roads and streets constructed on either or both Outlot O and Outlot P as shown on the Plat.

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 fifteen (15) 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. The annual assessments provided for herein shall commence as to 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 Acreage Unit Owner shall provide homeowners insurance with respect to the improvements (Acreage 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. 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 3. Private Drive Easement. Each Owner is hereby granted a permanent and nonexclusive easement for access, ingress and egress over, upon and across the Roadways 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 the Roadways as contemplated by this section. Access to and use of the Roadways shall be limited to the Declarant, the Association, and the Owners and all their family members, guests, invitees and tenants.

Section 4. 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 5. Roadway Entry Gate. The Declarant may install a gate at the entrance of the Roadways. The Association shall be responsible for maintaining and regulating use of the Roadway entry gate. The Association shall have the right to establish any reasonable rules and regulations it deems appropriate for each Owner's access to the Roadways. Such rules and regulations may address issues such as, but not be limited to, sharing of the gate code, use of resident decals, and access for services providers.

Section 6. Entry Gate Easement. The Declarant and the Association, and their respective successors and assigns are hereby granted an easement to maintain the guarded or electronically-monitored gates controlling vehicular access over the Roadway to the Lots. Notwithstanding anything herein to the contrary, the Declarant and the Association has the right and the option to control any Roadway entry gate and to leave the Roadway entry gate in an open position for the unobstructed and uncontrolled access of construction vehicles for persons engaged in both infrastructure and building construction activities. The right will be limited to the hours from sunrise to sunset and will terminate upon the end of the Development Period.

Section 7. Entry Gate Access. Neither the Declarant nor the Association shall in any way be considered insurers or guarantors of any gate or controlled access to the Properties or safety measures undertaken with respect thereto by either or both of them, nor shall either or both be liable for any loss or damage resulting from any failure to provide controlled access or safety measures, or from leaving the gate open, or from failure of ineffectiveness of any such controlled access or safety measured undertaken by either or both of them. No representation, warranty, or covenants is given to any Owner or any other occupant of the Properties or the Association that any controlled access or safety measures installed or undertaken cannot be bypassed or compromised, or that they would, in fact, avert damage or loss resulting from that which they are designed to prevent. In addition, each Owner, by acceptance of a deed to a Lot, and any occupant thereof, shall indemnify and hold Declarant and the Association harmless from any damage and costs and expenses, including attorney's fees, incurred by either or both of them as a result of any such assertion or determination.

Section 8. 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 Facilities 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 Facilities and Maintenance Areas. Such easement

includes an easement in favor of the Association and Declarant to enter upon the Common Facilities 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.

Section 9. 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, including the right to erect and maintain entrance monument(s) and signs thereon bearing the name of the Acreages of Privada, 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 the Outlots and easement areas within of the Project.

Section 10. Other Easements. Other easements are provided for in the final plat of Privada which is filed in the Register of Deeds of Douglas County, Nebraska.

Section 11. 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
LOT RE-SALES AND BUYBACK**

Section 1. Applicability of Lot Re-Sales. Except for sales and conveyances by Declarant, no Lot (whether improved or unimproved) may be sold by any Owner except in compliance with the provisions of this Article VI.

Section 2. Right of First Refusal.

Before any undeveloped Lot (or any ownership therein) may be sold to any person other than Declarant, the Owner of such undeveloped Lot shall first deliver to Declarant an offer in writing to sell an undeveloped Lot to Declarant or its successors (an "Offer Notice") for the purchase price set forth in the purchase agreement for Declarant's sale of the Lot to an Owner other than Declarant ("Original Purchase Price"). For the purposes of this Article, an "undeveloped Lot" shall mean any Lot on which a dwelling unit has not been completed. Notwithstanding the foregoing, the builders and their affiliated construction companies identified on Exhibit "A" attached hereto ("Original Builder Group") may transfer ownership of a Lot to a client for purposes of owner financed construction of a dwelling unit. The Offer Notice shall include the Owner's address, a copy of the bona fide offer to purchase the Undeveloped Lot and shall indicate that Owner is offering the said Lot for sale to Declarant pursuant to this right of first refusal. If Declarant or its successors does not accept or reject in writing said offer of sale within thirty (30) days from the date of receipt of the Offer Notice, then the Owner or Owners of such undeveloped Lot shall have the right to sell the said Lot to the third party making such bona fide offer pursuant to and in accordance with the terms of such bona fide offer, without any further additional obligation to offer the said Lot to Declarant. Declarant shall have this right of first refusal with regard to each bona fide offer which an Owner receives for the purchase of an undeveloped Lot. Any Owner who buys an undeveloped Lot from another Owner shall be governed by the provisions of this Article and the failure to exercise or rejection of the right of first refusal with respect to any Offer Notice shall not limit Declarant's rights of first refusal with respect to any subsequent proposed sale of any undeveloped Lot. Provided, however, the right of first refusal reserved by Declarant pursuant to this Article VI, Section 2 shall be valid and enforceable with respect to any undeveloped Lot only for a period of fifteen (15) years from the date of the conveyance of such undeveloped Lot from Declarant to an Owner other than Declarant, and upon the expiration of said fifteen (15) year period, the Owner or Owners of such Lot shall have the right to sell the undeveloped Lot to any third party without the obligation to offer the Lot to Declarant. Further provided that this Article VI, Section 2 shall not be applicable with respect to any foreclosure sale of a first lien deed of trust or first lien mortgage on a Lot or deed in lieu thereof which is made and delivered in good faith. In each instance where an Offer Notice is delivered to Declarant by an Owner, Declarant shall determine in its sole discretion and on a case by case basis whether to exercise its right of first refusal, and such determination may be made on such basis and for any reason as Declarant in its sole discretion shall choose. Should an Owner fail to comply with the provisions of this Article VI, Section 2 and sell an undeveloped Lot without delivering an Offer Notice to Declarant in accordance with the terms hereof, then the purchaser of such Lot shall purchase such Lot subject to the right of first refusal herein granted, and Declarant shall thereafter at any time have the right to purchase such Lot according to the provisions of this Article, whether or not it is subsequently improved, from the purchaser thereof

at the price as set forth in this Article VI, Section 2, and shall also be entitled to any other rights and remedies available at law or in equity for the violation of this Article VI, Section 2.

(a) The personal representative, heirs, successors and assigns of any Owner who dies while owning an undeveloped Lot, or done by a gift of an undeveloped Lot from an Owner, shall become an Owner subject to the terms and conditions of this Declaration and any subsequent sale, transfer and conveyance of such Lot shall be governed by the provisions of this Article.

(b) In the event that Declarant exercises its right of first refusal pursuant to Article VI, Section 2(a) above, the closing of the conveyance of such Lot shall occur within thirty (30) days after receipt by the Owner of written notice from Declarant or its successors that it elects to exercise its right of first refusal with respect to such Lot. At closing, Declarant shall make payment to such Owner of the purchase price. The Owner shall deliver to Declarant a warranty deed conveying fee simple marketable title to the Lot free and clear of all liens and encumbrances except those that existed immediately prior to the time of the acquisition of the Lot by such Owner, the lien of ad valorem taxes for the current year and any other liens and encumbrances which may be approved by Declarant. In the event the closing occurs after the death of an Owner, Declarant may, in its discretion, require the personal representative of the Owner to post such bonds or other assurances as Declarant may deem reasonable in order to protect Declarant from any loss which might be caused by the failure to pay any federal or state inheritance tax or the failure to pay the claims of any creditors who may have a lien on the Lot superior to Declarant's rights as a purchaser of said Lot.

(c) The right of first refusal reserved by Declarant in this Article VI, Section 2 shall run with the title to each Lot in the Project and be binding upon each purchaser of a Lot from Declarant and upon any subsequent Owner of a Lot, whether such Owner purchased such Lot from Declarant or from a third party. The provisions of this Article VI, Section 2 shall constitute record notice to all purchasers of Lots in the Project of the right of first refusal herein reserved, and no additional language in any deed of conveyance of a Lot and no recording of any additional instrument shall be required to make all Owners of Lots in the Project subject to the provisions of this Article VI, Section 2.

Section 3. Right of Reverter.

(a) Should any Lot remain an undeveloped Lot for four (4) years from the date of closing of the purchase of a Lot from Declarant (the "Purchase Option Date"), whether or not such Lot has been repurchased by any subsequent parties, the Declarant shall have the right, but not the obligation, to purchase such Lot from the Owner for a period of three (3) years from the Purchase Option Date, while the Lot remains an undeveloped Lot. The price at which the Undeveloped Lot may be repurchased under this Article VI, Section 3 shall equal the Original Purchase Price from the date of closing of the original purchase. In the event that Declarant desires to repurchase a Lot under the provisions of this Article VI, Section 3, Declarant shall deliver notice of exercise of such right to Owner.

(b) In the event that Declarant exercises its right to purchase a Lot pursuant to Article VI, Section 6.03(a) above, the closing and transfer of title shall occur in accordance with the same procedures and requirements as set forth in Article VI, Section 2(c) above.

(c) The option to purchase reserved by Declarant in this Article VI, Section 3, shall run with the title to each Lot and be binding upon each purchaser of a Lot from Declarant and upon any subsequent Owner of a Lot, whether such Owner purchased such Lot from Declarant or from a third party. The provisions of this Article VI, Section 3 shall constitute record notice to all purchasers of Lots of the option to purchase reserved, and no additional language in any deed of conveyance of a Lot and no recording of any additional instrument shall be required to make all Owners of Lots subject to the provisions of this Article VI, Section 3.

ARTICLE VII 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 Lots 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.

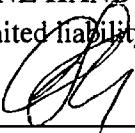
Section 5. Notices. Any notices required herein to be delivered to an Owner shall be deemed sufficient if personally delivered to an Owner or if deposited in the United States Mail, by certified or registered mail, prepaid and addressed to the Owner at the residential address assigned to the Owners Lot.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

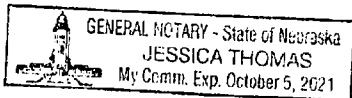
WISH IN ONE HAND ENTERPRISES, a
Nebraska limited liability company

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

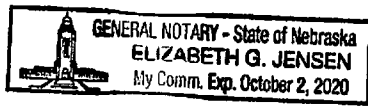


Exhibit "A"

Original Builder Group

- Arjay Builders
- Falcone Homes
- Frontier Builders
- Malibu Homes
- R&A Builders