

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE PRAIRIES VILLAS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR The Prairies Villas ("Declaration") is made by POHLAD CUSTOM HOMES HOMES, LLC a Nebraska limited liability company ("Declarant").

Preliminary Statement

The undersigned owners, collectively, own the real estate in Douglas County, Nebraska, which is more particularly described as follows:

Lots 125 through 134, and 136 through 141, inclusive, in The Prairies, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein collectively referred to as the "Lots" and individually as a "Lot".

Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of The Prairies Villas 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.

RETURN:

Pohlad Custom Homes
21995 Brookside Ave.
Elkhorn NE 68022

**ARTICLE I
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every owner of a Lot shall be a member of The Prairies Villas Homeowners Association (the "Association"). Membership shall be appurtenant to and may not be separated from ownership of any Lot.

**ARTICLE II
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 and the exterior maintenance services of the Lots situated thereon as described in Article II, Section 9.

Section 3. Maximum Annual Assessment. Until January 1, 2021, the maximum annual assessment shall not exceed One Thousand Eight Hundred and No/100 Dollars (\$1,800.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association each year without a vote of the members, provided that the amount of the increase does not increase the amount of the annual assessment by fifteen percent (15%) of the highest total assessment for any previous year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the percentage increase permitted in subparagraph (a) above upon recommendation of the Board of Directors of the Association, followed by a fifty-one percent (51%) vote of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. Rate of Assessment. Annual assessments must be fixed, based on the status of each Lot. All Lots which have a villa unit completed and which have been transferred by the builder of the villa unit shall be assessed.

Section 5. 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 or quarterly basis as from time to time determined by the Board of Directors of the Association.

Section 6. 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 rate of ten percent (10%) annually. 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 7. Abatement of Assessments. Notwithstanding any other provision of this Declaration, (i) the Board of Directors may in its discretion, abate all or any part of the dues or assessments in respect of any Lot; (ii) Lots owned by the Declarant shall not be subject to the imposition of dues, assessments or the lien of any assessments; and (iii) no dues or assessments shall be payable on a Lot until such time as the residential structure has been substantially completed and may be occupied as a residence.

Section 8. 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 9. Exterior Maintenance Services. Exterior maintenance services (as defined in this Section 9) of each villa unit and Lot shall be provided by the Association. 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" as used herein shall mean only the mowing, fertilization and application of chemicals to lawns, driveway and sidewalk snow removal and sprinkler operations, together with the services selected by the Association. Exterior maintenance services shall be performed in a manner consistent with and shall at all times comply with the applicable provisions of the Declaration of Covenants, Conditions, Restrictions and Easement for The Prairies, Instrument Number 2014059949 ("Residential Declaration of Covenants"). 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.

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 III IMPROVEMENTS

Section 1. Interference with Exterior Maintenance Services. 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. Specifically, in addition to all other obligations related thereto, no fence shall be installed with an opening that is less than forty-eight inches (48") in width, unimpeded when the gate is fully open. Also, the fence shall be installed with Style No. 1230 Courtyard aluminum fence, color Fine Texturized Bronze, or other color or material approved by the Association. An in-ground sprinkler system is required to be installed on all lots. 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.

ARTICLE IV 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, 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. 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 4. 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.

**[Space Below Intentionally Left Blank –
Signature Pages to Follow]**

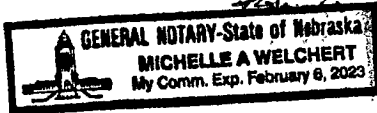
IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this Declaration effective as of the 30 day of July, 2020.

OWNER OF LOT 127:

[Handwritten signature]

Thomas M. Hatton

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 30 day of July 2020 by Thomas M. Hatton, a single person.

[Handwritten signature]

Notary Public

IN WITNESS WHEREOF, the undersigned being the Declarants herein has executed this Declaration effective as of the 22 day of January, 2020

OWNER OF LOT 128:

ROBERT H. MCINTIRE, JR. and SHARI L. MCINTIRE,
husband and wife

Robert H. McIntire, Jr.
Robert H. McIntire, Jr.

Shari L. McIntire
Shari L. McIntire

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 22 day of January 2020 by Robert H. McIntire, Jr. and Shari L. McIntire, husband and wife.

Michelle A. Welchert
Notary Public

IN WITNESS WHEREOF, the undersigned being the Declarants herein has executed this Declaration effective as of the 29 day of January, 2020

OWNER OF LOT 130:

ROBERT A. FAIR and JOYCE M. FAIR, husband and wife

Robert A. Fair
Robert A. Fair

Joyce M. Fair
Joyce M. Fair

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 29 day of January 2020 by Robert A. Fair and Joyce M. Fair husband and wife
Michelle Welchert
Notary Public

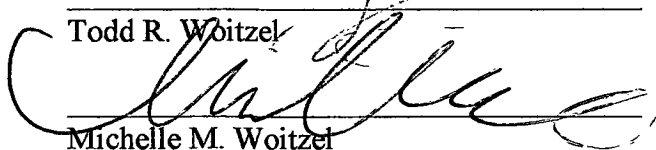
IN WITNESS WHEREOF, the undersigned being the Declarants herein has executed this Declaration effective as of the 23 day of January, 2020

OWNER OF LOT 131:

TODD R. WOITZEL and MICHELLE M. WOITZEL,
husband and wife



Todd R. Woitzel



Michelle M. Woitzel

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 23 day of January 2020, by Todd R. Woitzel and Michelle M. Woitzel, husband and wife.



Notary Public

IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this Declaration effective as of the 22 day of January, 2020

OWNER OF LOT 132:

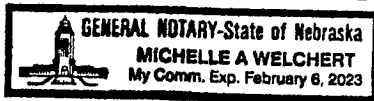
Christine T. Jensen

Christine T. Jensen

STATE OF NEBRASKA)

) SS.

COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 22 day of January 2020 by Christine T. Jensen, a single person.

Michelle A. Welchert
Notary Public

IN WITNESS WHEREOF, the undersigned being the Declarants herein has executed this Declaration effective as of the 22 day of January, 2020

OWNER OF LOT 134:

POHLAD CUSTOM HOMES, INC., a Nebraska corporation

By: [Signature]
Richard J. Pohlad, President

By: [Signature]
Jon A. Pohlad, Vice-President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 22 day of January 2020 by Richard J. Pohlad, President and Jon A. Pohlad, Vice-President, on behalf of the corporation, Pohlad Custom Homes, Inc., a Nebraska corporation.

[Signature]
Notary Public

IN WITNESS WHEREOF, the undersigned being the Declarants herein has executed this Declaration effective as of the 22 day of January, 2020

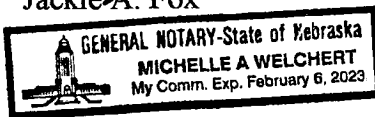
OWNER OF LOT 136:

BRUCE A. FOX and JACKIE A. FOX, husband and wife

Bruce A. Fox
Bruce A. Fox

Jackie A. Fox
Jackie A. Fox

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 22 day of January 2020 by Bruce A. Fox and Jackie A. Fox, husband and wife.

Michelle Welchert
Notary Public

IN WITNESS WHEREOF, the undersigned being the Declarants herein has executed this Declaration effective as of the 22 day of January, 2020

OWNER OF LOT 138:

ROBERT S. DEVIN and ABIGAIL DEVIN, husband and wife

Robert Devin
Robert S. Devin

Abigail Devin
Abigail Devin

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 22 day of January 2020 by Robert S. Devin and Abigail Devin, husband and wife.

Michelle Welchert
Notary Public

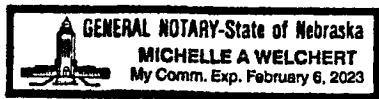
IN WITNESS WHEREOF, the undersigned being the Declarants herein has executed this Declaration effective as of the 22 day of January, 2020

OWNER OF LOT 139:

GEAR LAND V, LLC., a Nebraska limited liability company

By: [Signature]
Name: DAVID GK WEAVER
Title: MANAGER

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 22 day of January, 2020 by DAVID GK WEAVER on behalf of the company, Gear Land V, LLC, a Nebraska limited liability company.

[Signature]
Notary Public

IN WITNESS WHEREOF, the undersigned being the Declarants herein has executed this Declaration effective as of the 29 day of January, 2020

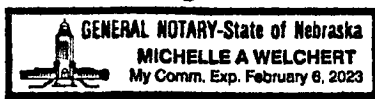
OWNER OF LOT 140:

CRAIG BELLINGHAUSEN and BARBARA BELLINGHAUSEN, husband and wife

Craig B. Bellinghausen
Craig Bellinghausen

Barbara Bellinghausen
Barbara Bellinghausen

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



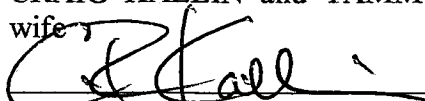
The foregoing instrument was acknowledged before me this 29 day of January 2020 by Craig Bellinghausen and Barbara Bellinghausen, husband and wife.

Michelle A. Welchert
Notary Public

IN WITNESS WHEREOF, the undersigned being the Declarants herein has executed this Declaration effective as of the 3rd day of FEBRUARY, 2020

OWNER OF LOT 141:

CRAIG KALLIN and TAMMY KALLIN, husband and wife,

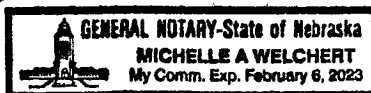


Craig Kallin



Tammy Kallin

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 3 day of February 2020 by Craig Kallin and Tammy Kallin, husband and wife.



Notary Public