

STATE OF NEBRASKA } ss.
LOUP COUNTY }
Filed in the Clerk's office of said County
this 08 day of September, 2025
at 3 o'clock and 41 minutes PM
and recorded in Book 12 of MISC,
Page 807

Katherine A. Beard

Deputy Clerk

Fee \$40.00

**AMENDMENT AND RESTATEMENT OF
THE AGREEMENT
FOR
RESTRICTIVE COVENANTS, RESTRICTIONS, AND CONDITIONS
FOR
“DAVE’S DUNES THIRD”**

THIS AMENDMENT, which is a restatement of the prior Agreement recorded with the Loup County Register of Deeds office (with modifications hereto), is entered into on this 4th day of September, 2025, David R. Larson, hereinafter referred to as “Owner”, for himself, his successors, grantees, and assigns.

KNOW ALL MEN BY THESE PRESENTS:

I.

DECLARATION OF PURPOSE

The purpose of this Amendment is to restate substantially the same provisions as previously recorded with certain modifications thereto, to the original Agreement, and is to declare the desire of the party of this Agreement to improve Dave’s Dunes Third by encouraging the sale of lots and the construction of single-family residences.

II.

DESCRIPTION OF LAND

The legal description of Dave’s Dunes Third is as follows:

The East ½ of the NE ¼ of Section 17, T22N, R17W of the 6th P.M., Loup County, Nebraska,

EXCEPT

An irregular tract of land located in the East ½ of the NE ¼ of Section 17, T22N, R17W of the 6th P.M., Loup County, Nebraska, described as follows:

Beginning at the northeast corner of said East ½ of the NE ¼; thence N 89°59'17" W (assumed bearing) on the north line of said East ½ of the NE ¼, a distance of 415.80 feet; thence S 22°07'45" E, a distance of 29.19 feet; thence S 37°39'40" E, a distance of 153.69 feet; thence S 74°01'43" E, a distance of 186.15 feet; thence S 89°39'03" E, a distance of 131.41 feet to the east line of said East ½ of the NE ¼; thence N 00°09'04" E on said east line of said East ½ of the NE ¼, a distance of 200.64 feet to the point of beginning, containing 1.514 acres, more or less

The acres of Dave’s Dunes Third being 78.649 Acres, more or less.

III.
COVENANTS, RESTRICTIONS, AND CONDITIONS

In consideration of the mutual benefits to be derived by the owners of Dave's Dunes Third and any purchaser or purchasers, their heirs, devisees, personal representatives, and assigns, the owners stipulate and agree that any and all lots in Dave's Dunes Third that are sold, transferred, and conveyed, shall be and are subject to the following protective covenants, restrictions, and conditions, which shall run with the land, and are as follows:

1. Lots Affected; Use of Lots. All lots in the subdivision shall be known and described as residential lots.

No apartment house, duplex, or triplex shall be built on any residential lot, nor shall any basement house be built on any residential lot. A "basement house" shall be considered such wherein the lowest part of the roof is lower than six (6) feet from the ground. The "ground" for purposes of this Agreement shall be the ordinary grade, slope, or earth, which shall be compliant with Section III, Paragraph 4 of this Agreement.

No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one (1) dwelling and one (1) outbuilding. No commercial or business enterprise shall be conducted or operated in the subdivision. No residential lot or lots shall be divided or split to create smaller building areas (or to avoid or circumvent these covenants), but residential lots may be combined, or combined and divided, to establish larger building areas.

For purposes of this Agreement, a "basement" shall be defined as a subterranean space with accompanying structure which sits beneath the foundation, ground floor, or both, of the residential home. Further, for purposes of this Agreement, a "basement" is permitted to be constructed for an ordinary residential home as otherwise defined in this Agreement.

2. Garage and Outbuilding; Temporary Structures. All dwellings or residential lots may include a separate garage, whether attached or unattached to the house, dwelling, or residence thereon. A separate outbuilding is authorized; the outbuilding that is permitted to be constructed can be a combination building that could be used for more than one purpose. The outbuilding shall be for the use only of the occupants of the residence to which they are appurtenant. As stated previously in this Agreement, the outbuilding that is permitted can be a combination building that is used for more than one purpose. No trailer, tent, shack, or other unsightly outbuilding shall be used in the subdivision as a dwelling at any time, nor shall any structure of a temporary character be used as a residence. For purposes of this Agreement, a "shack" shall be defined as a shed or temporary structure which: (1) cannot independently support itself without laying concrete, setting concrete pavers, or establishing a similar foundation; or, (2) has a dimensional floor plan of less than one hundred (100) square feet. No building shall be constructed of unsightly materials, boxes, or similar lumber. Furthermore, all buildings constructed upon any residential lot shall be constructed of new material of good grade, quality, and appearance, and shall be constructed in a proper workmanlike manner.

3. Pets. No barns, chicken houses, horse trailers, commercial work or sales shops, or other buildings for the care and housing of fowl, rabbits, or livestock shall be placed, maintained, or used on any lot, nor shall any fowl, rabbits, or animals other than household pets be kept upon any lot; and household pets shall not be kept, bred, or maintained for any commercial purposes. No household pets shall run at large without direct supervision, and in no case shall a household pet leave its owner's residential lot unless on a leash or within an enclosed vehicle.

4. Alteration of Premises. Lot owners may make alterations to the earth, grade, and elevation on their lot, so long as the alteration does not interfere with the natural view of any other lot owners. No elevation change is permitted that may enhance, inhibit, or otherwise

interfere with the natural drainage, grade, or slope which may materially affect the surface elevation, existing drainage onto or from, or grade of the surrounding lots.

5. Vehicle Trailers; Unsightly Vehicles/Implements. No Recreational Vehicles or Mobile-Homes may be stored upon the premises that violate the Loup County Zoning Regulations. Lot owners may store utility or enclosed trailers on their property if licensed and in good working order and condition. Any horse trailers; unsightly, broken down or nonfunctioning vehicles; or, other similar vehicles, trailers, equipment located on the premises must be stored inside of outbuildings (if any), and shall not be parked outside dwellings, except for loading, unloading, or temporary use, for a period which shall not exceed a twenty-four (24) hour period of time.

6. Mobile Homes and Manufactured Homes. No trailer house shall be placed or located on any lot within the subdivision, either temporarily or permanently. The term "mobile home" or "trailer home" shall be given its ordinary and customary meaning and shall not include within their meaning a camper, recreational vehicle, or other such trailers which are not designed to be permanently occupied, and with which are covered by the previous paragraph. Further, a "trailer home" or mobile home is one constructed before 1976 and is commonly a "single-wide" trailer. Any such mobile homes or trailer homes are not permitted by this Agreement. The primary residence of the subdivision may be a manufactured home but must be at least a "double-wide", of which the construction of the manufactured home must be "new construction", that is, it must be manufactured and installed in Dave Dunes Third as a new purchase and installation for that purpose. Any such manufactured home shall abide by applicable Loup County building codes and ordinances. That a manufactured home may be built within this subdivision does not require the residence or dwelling thereon be a manufactured home, and said dwelling may be a traditional, constructed single family residence. This residence may be, but is not required to be, supported by a frame.

7. Use for Storage. No unused building materials, junk, or rubbish shall be left exposed on any lot except during actual building operations. No worn out or discarded automobiles, machinery, or parts thereof shall be stored on any in the subdivision; and no portion of the subdivision shall be used for the storage of any kind of junk or waste materials.

8. Septic Tank, Water Well, Propane, Satellite Dish. All septic tanks shall be constructed and installed in a manner so as to comply with all health and zoning requirements of Loup County, Nebraska, and the State of Nebraska. The owner of each lot shall provide his or her own water supply, and all water wells shall be constructed and installed so as to comply with the health and zoning requirements of Loup County, Nebraska, and the State of Nebraska. Nothing herein shall prohibit a joint well for the owners of more than one lot. No owner of any lot shall construct or install a windmill or other unsightly structure above ground in regard to any water well. Due to the uncertainty of the availability of natural gas, the owner of each lot may use electricity or other means for heating purposes. No propane tank or other propane storage container shall be above ground unless hidden from view by a privacy fence or by landscaping. Said propane tank or other propane storage container shall be constructed and installed so as to comply with the health and zoning requirements of Loup County, Nebraska, and the State of Nebraska. A single, digital satellite dish is permitted and may be installed on a lot no more than 10 feet above adjacent grade. No digital satellite dish larger than twenty (20) inches in diameter shall be permitted.

9. Easement/Access. Owner and their heirs or assigns who should purchase a lot shall purchase the real property subject to the following easements, of which the legal description of the Ingress/Egress and Utility Easement is described as follows:

A 40 foot wide ingress egress and utility easement located in the East ½ of the NE ¼ of Section 17, T22N, R17W of the 6th P.M., Loup County, Nebraska, 20 feet on each side of the following described centerline:

Commencing at the northwest corner of said East ½ of the NE ¼; thence S 89°59'17" E (assumed bearing) on the north line of said East ½ of the NE ¼, a distance of 317.66 feet to the True Point of Beginning; thence S 04°55'42" E, a distance of 270.78 feet; thence S 27°35'18" W, a distance of 319.87 feet; thence S 78°59'38" E, a distance of 748.04 feet; thence S 38°18'57" W, a distance of 256.17 feet; thence S 06°16'10" W, a distance of 373.60 feet; thence S 12°06'03" E, a distance of 529.26 feet; thence N 85°44'07" W, a distance of 846.77 feet to the west line of said East ½ of the NE ¼, being the point of termination.

All easement/access designations are clearly marked on the recorded plat of the subdivision.

10. Utilities; Exposed Aerials and Lines. Certain easements are established for installation and maintenance of utilities with such easements being clearly marked on the recorded plat of the subdivision. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities, or on account of temporary or other inconvenience caused thereby, are presumptively waived, *except that* any such claims may be enforced in law or equity if 70% of the lot owners subject to this Agreement assent to the enforcement of such claims using the civil justice system. Service lines for individual residents for all public utility services which are available to a lot from an underground source may be installed underground or may be installed overhead meeting or exceeding the applicable Loup County building codes, installation codes, and ordinances.

11. Fences. All fences shall be constructed of woven wire, chain link, wood, or pipe. No fence shall be constructed of barbed wire or be electric. However, a custom fence may be constructed so long as it comports with the requirements herein. If a fence is to be constructed between adjoining lot owners, said lot owners shall mutually agree on the style of fence and the type of material to be used and said lot owners will share the cost equally of materials and labor for said fence.

12. Setback Requirements. All buildings shall abide by the Loup County Zoning Regulations set back requirements.

13. Vegetation. Any vegetation which should inhibit or degrade the view of adjacent lot owners subject to this Agreement is not permitted, and such lot owner upon notice of the violation, shall take all steps necessary to return the lot to a nature and character with which they purchased said lot.

14. Building Codes. All construction and building shall be so performed that it will comply with the requirements of the building codes and ordinances of Loup County, Nebraska.

15. Building Requirements; Area Requirements. Each residential lot will have no more than one (1) dwelling, one (1) outbuilding, and one (1) garage. Each lot residential lot may (but is not required to) have a separate garage (whether attached or unattached, as outlined in Section III, Paragraph 2 of this Agreement). Therefore, each lot subject to this Agreement may contain no more than three (3) total buildings, dwellings, or erections. Such dwelling and outbuilding will meet the following minimum square feet requirements, which minimum square feet shall not include open porches:

- A. Any two-story dwelling erected shall have a minimum of 800 square feet on the ground floor and not less than 1,200 square feet for both floors.

- B. Any one-story building shall have a minimum square footage of 800 square feet on the ground floor.
- C. Any split level or split foyer type dwelling shall have a minimum of 800 square feet above ground level and the finished sub-basement of the dwelling shall not be included in computing 800 square feet.

Notwithstanding these requirements, it shall be incumbent upon Owner or subsequent purchaser of a deed subject to this Agreement to abide by any applicable building codes and ordinances of Loup County, Nebraska. Garages commonly used for the storage of vehicles in their ordinary and intended purpose shall be exempt from this square footage requirement, but must abide by any applicable building codes and ordinances of Loup County, Nebraska.

16. Zoning Regulations. No lot owner shall violate the zoning regulations of Loup County, Nebraska. Violations of any such zoning regulations by lot owners shall be deemed a violation of this Agreement.

17. Assessments for Snow Removal, Sanitation Services, and Road Maintenance. Each residential lot owner, by acceptance of a deed, shall be deemed to covenant to maintain roads. Covenants by the residential lot owners shall be satisfied by the payment of special assessments for such road maintenance. Each lot shall be assessed equally and uniformly for any such agreements; each lot shall not be assessed more or less depending on lot area or proportion abutting the platted street. Each lot is to be assessed in its respective, fractional amount divided against the sum of all lots subject to this Agreement. For example, as of the recording of this amended Agreement, there are eleven (11) total lots, and therefore each lot shall be assessed one-eleventh (1/11) of the aforesaid and agreed upon costs. In the event lots are combined, subdivided, or the number of lots otherwise changes, the fractional amount due and owing from each lot may change. For example, in the event Lots One and Two are combined, then the amount due and owing from such combination of all lots is their one lot divided over the new total fractional amount, that being one-tenth (1/10) per lot. This provision is made in contemplation of the addendum agreement as described in Paragraph 22, wherein a prospective buyer agrees to combine their lots to collectively account for only one lot and said lot shall have voting power of only one. Furthermore, lot owners agree that they are responsible for the maintenance of their own road (from the edge of the property line to their dwellings), their own snow removal, and their own sanitation services, except as further described. In the event that greater than 70% of titled lot owners (of all lots of this subdivision), enter into an agreement for some or all of these services, then all lot owners subject to this Agreement shall be deemed to agree to the said agreement for services. The enforcement of said agreement for services shall be pursuant to this Agreement and any subsequent agreements as may later be executed and recorded.

18. Remedies for Violations. If any owner of any lot or their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions, and conditions set forth in this Agreement, it shall be lawful for any other person or persons owning any real estate in Dave's Dunes Third, or for the Owner, to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to prevent him from doing so or to recover damages for such violations. In addition to the foregoing rights, any subsequent owners of the lots may enforce these covenants, restrictions, and conditions through the civil legal system in law or equity to seek to abate, remediate, or otherwise ameliorate any violations which may occur under this Agreement. The failure to enforce any of the covenants, restrictions, or conditions of this Agreement shall not bar their enforcement.

19. Covenant Declared Void. If any of the covenants, restrictions, or conditions set forth in this Agreement are declared *void* by a court of competent jurisdiction, the remaining

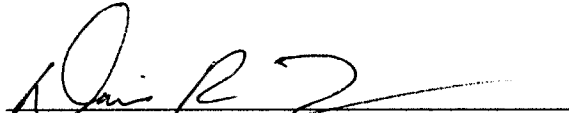
covenants, restrictions, or conditions shall not be affected and shall remain in full force and effect.

20. Persons Subject to Restriction; Modification. These covenants, restrictions, and conditions are to run with the land and shall be binding upon all persons and all parties claiming ownership of lots for a term of twenty (20) years from the date this Agreement is recorded, and after which time it shall be automatically extended for successive periods of ten (10) years. This Agreement may be amended or rescinded during the first ten (10) year period by an instrument signed solely by the Owner, and thereafter by an instrument signed by the owners of not less than 70% of the lots. Any amendment must be recorded.

21. Voting Mechanism. For purposes of this Agreement an "Owner" of a lot shall only be the sum total of all those individuals listed on a deed representing the ownership interest of one (1) such lot subject to this Agreement; this shall include any person, persons, or entities exercising the same legal authority of the owner of a deed. For example, a person exercising authority under a legal guardianship or the personal representative in an estate administration proceeding shall be deemed an "Owner," for this purpose. Each lot, not owner, gets one vote. Unless otherwise stated in this Agreement, all amendments to this Agreement shall be agreed upon and executed by at least 70% of the owners of the total lots as considered at that time. For example, if lots are combined by agreement, then the number of lots is reduced from eleven (11) lots (presently) and the number of lots required to reach or exceed 70% may therefore not be eight (8) as is presently the case. The number of total votes shall never exceed eleven (11) for the reasons described in Paragraph 1 of this Agreement. No amendments made to this Agreement can be construed to violate otherwise applicable law.

22. Persons Exempt from Covenants, Restrictions, and Conditions. This paragraph is incorporated for the express purpose of exempting certain purchasers intending to combine lots, specifically, Owner has entered into a purchase agreement and subsequent addenda, who shall hereinafter be referred to as "Buyer", and one of the aforesaid addenda has been recorded in the Loup County Register of Deeds Office in Miscellaneous Book 12 at Page 803 (hereinafter "Addendum"). Special exemptions are contained in the Addendum and shall apply to the Buyer in the aforesaid Addendum. The Addendum and the conditions set forth therein shall take precedence over the Restatement of the Restrictive Covenants, Restrictions, and Conditions for "Dave's Dunes Third".

DATED this 4th day of September, 2025.


David R. Larson, Owner

STATE OF NEBRASKA)
) ss.
COUNTY OF Valley)

The foregoing instrument was acknowledged before me this 4th day of September, 2025, by David R. Larson, Owner.

JANICE E. HOWARD
General Notary State of Nebraska
My Commission Expires
July 10, 2026.


Notary Public