

STATE OF NEBRASKA }
LOUP COUNTY } ss.
Filed in the Clerk's office of said County
this 12th day of May, 2011
at 11 o'clock and 25 minutes A.M.
and recorded in Book 12 of _____
Miscellaneous Page 351
David R. Larson Deputy Clerk
Fee: \$34.00 - H.

Return to: Peterson Legal Services, P.C., L.L.O.
1532 L Street
PO Box 310
Ord, NE 68862

AGREEMENT FOR RESTRICTIVE COVENANTS, RESTRICTIONS, AND CONDITIONS
FOR
DAVE'S DUNES SUBDIVISION

THIS AGREEMENT is entered into on this 11 day of May,
2021, 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 Agreement is to declare the desire of the party of this Agreement to
improve Dave's Dunes Subdivision by encouraging the sale of lots and the construction of single
family residences.

II.

DESCRIPTION OF LAND

The lands owned by the party to this Agreement which are hereby submitted to this
Agreement are a fee simple interest in Dave's Dunes Subdivision, part of the South Half (S $\frac{1}{2}$) of
Section Eight (8), Township Twenty-two (22) North, Range Seventeen (17) West of the 6th

P.M., Loup County, Nebraska, all as surveyed and platted and as is more particularly described as recorded in the office of the County Clerk in Loup County, Nebraska. The lands submitted to this Agreement include Lots One (1) through Eleven (11), all in Dave's Dunes Subdivision in Loup County, Nebraska.

III.

COVENANTS, RESTRICTIONS, AND CONDITIONS

In consideration of the mutual benefits to be derived by the owners of Dave's Dunes Subdivision 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 Subdivision 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. No manufacturing or commercial enterprise of any kind for profit shall be maintained upon or in connection with the subdivision. No enterprise shall injuriously affect the use, occupation, or value of the adjoining or adjacent residential lots. No residential lot or lots within the subdivision shall be divided or split, except as approved in writing by the Owner. However, conveyances or dedications of easements for utilities, lanes, or roads may be made for less than all of one residential lot.

2. Buildings and Temporary Structures. No 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. 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. Architectural Control. No building, fence, wall, structure, or other improvements of any nature shall be commenced, erected, placed, maintained, or permitted, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, and location of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to surrounding structures and topography by the Owner. In the event the Owner fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to the Owner, approval will not be required and this Section will be deemed to have been fully complied with. Approval by the Owner shall not

relieve the constructor from obtaining a building permit from the proper department of Loup County, Nebraska. All construction shall be completed within two (2) years of the time that construction is commenced in regard to any building, fence, wall, structure, or other improvement.

In writing, the Owner may delegate his power and authority in Section 3 of this Agreement to any other person who has an identifiable ownership interest in real estate in the subdivision. Such person shall have the same power and authority as the Owner under Section 3 of this Agreement. Furthermore, in the Owner's sole discretion, the Owner may unilaterally revoke such delegated power and authority by providing written notice to such person.

4. Pets. No barns, chicken houses, house 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 residential lot, nor shall any fowl, rabbits, or animals other than household pets be kept upon any residential 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.

5. Use for Storage. No worn out or discarded automobiles, machinery, or parts thereof shall be stored on any residential lot in the subdivision; and no portion of the subdivision shall be used for the storage of any kind of junk or waste materials. No storage containers or truck boxes shall be allowed on any residential lot in the subdivision, unless specifically allowed by other provisions in this Agreement.

6. Lighting. Lighting shall be kept to a minimum and only for necessary use of the residential lot.

7. Garbage and Sanitation. All garbage shall be covered and stored at the rear of the residential lot except when placed for pickup. Residential lot owners may use a designated community dumpster area located at the entrance of the subdivision.

8. Septic Tanks, Water Wells, Towers, and Antennas. 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. 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 residential lot. No towers or antennas shall be allowed on any residential lot in the subdivision.

9. Utilities and Easements. Certain easements are established for ingress, egress, and the 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 against the Owner or any of his agents or servants, are hereby waived by the owner of each residential lot.

10. Vegetation. The owner of each residential lot shall keep the shrubs, vegetation, and grass thereon cut to a reasonable height. The Owner may direct the owner of any residential lot to trim or remove any shrubs or vegetation, including trees, which, in the opinion of the Owner, inhibits the view of the owner of any other residential lot. All noxious weeds and volunteer cedar trees shall be removed and/or kept under control by each residential lot owner. Each residential lot owner shall be responsible for the ground cover of the soil, so as to prevent soil erosion.

11. 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.

12. Zoning Regulations. No residential lot owner shall violate the zoning regulations of Loup County, Nebraska. All requirements of such zoning regulations are incorporated into this Agreement by reference, including any subsequent amendments or revisions thereof. Violations of any such zoning regulations by residential lot owners shall be deemed a violation of this Agreement. Where approval from the Owner is required for any action or improvement by a residential lot owner, the Owner may deny such action or improvement for a violation of said zoning regulations.

13. 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 and remove snow therefrom located within the subdivision, and sanitation services provided within the subdivision. Covenants by the residential lot owners shall be satisfied by the payment of special assessments for such road maintenance, snow removal, and sanitation services. Special assessments shall be uniform and proportional as to each residential lot, and thus each residential lot owner shall pay 1/11th of the total costs of such snow removal, sanitation services, and road maintenance. In the event residential lots are added to the subdivision, such special assessments shall be uniform and proportional in regards to the new total number of residential lots. Each special assessment shall be the personal obligation of the residential lot owner who is, or was, the owner of the residential lot at the time of the special assessment. The special assessment shall bear interest at the rate of sixteen percent (16%) per annum until paid to the Owner. The special assessment when shown of record shall be a lien upon the residential lot and shall be subordinate to the lien of any mortgage or deed of trust placed upon the residential lot. Special assessments may be levied by the Owner.

14. Remedies for Violations. If any owner of any residential 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 Subdivision, 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. The failure to enforce any of the covenants, restrictions, or conditions of this Agreement shall not bar their enforcement.

15. 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.

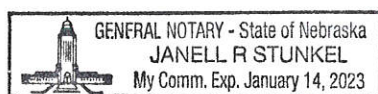
16. Persons Subject to Restriction; Modification. These covenants, restrictions, and conditions are to run with the land and shall be binding upon all persons and all parties claiming ownership of residential lots for a term of twenty (20) years from the date this Agreement is recorded, and after which time it shall be automatically extended for successive periods of ten (10) years. This Agreement may be amended during the first twenty (20) 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 residential lots. Any amendment must be recorded.

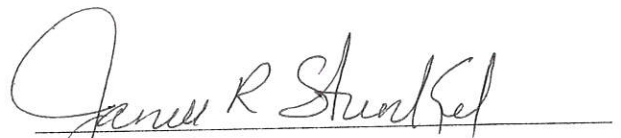
DATED this 11 day of May, 2021.


David R. Larson, Owner

STATE OF NEBRASKA)
) ss.
COUNTY OF Custer)

The foregoing instrument was acknowledged before me this 11th day of May, 2021,
by David R. Larson, Owner.




Notary Public