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DEED RESTRICTIONS

We, the undersigned, Richard Lee Youngscap and Barbara J. Youngscap, husband and wife hereinafter called the "Subdividers," the fee owners of the following-described real property:

The West 660 Feet of the East 1260 feet of the Southwest Quarter (SW¹/₄) of Section 2, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, except the North 1590 feet thereof;

the same being the real property now duly platted as "Kiru East", a subdivision, as said plat is now recorded in Book 8, Page 33, in the office of the Register of Deeds in and for Lancaster County, Nebraska, hereby make the following declarations as to limitations, restrictions and uses to which the lots or tracts constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified:

- a. The existing zoning regulations applicable to the above-described real estate as provided in Chapter 27.08 of the Municipal Code of the City of Lincoln, Nebraska, shall be in full force and effect except as hereinafter modified or limited.
- b. Nothing but a single family private dwelling or residence designed for the occupancy of one family and an appurtenant garage and other buildings incidental thereto, shall be erected on any lot in this subdivision.
- c. No store, business, or manufacturing of any kind, or anything of the nature thereof, shall be carried on or conducted on said real property, or any part thereof.
- d. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- e. No billboards, sign boards (except suitable signs for the sale of the parcel upon which it is situated), shall be maintained on any lot or lots in the subdivision.
- f. No residence which shall cost and be worth less than Twenty Thousand (\$20,000.00) Dollars, exclusive of the cost of land, outbuildings and grounds improvements, shall be built on any lot in the subdivision. This restriction may be modified or waived as to individual owners of a parcel by an agreement in writing signed by the Subdividers.
- g. Further subdivision of the lots in this subdivision is prohibited and not more than one residence and attendant buildings thereto shall be erected or constructed upon any lot in the subdivision.

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- h. No animals as stock or poultry of any kind shall be raised or kept on any lot, except riding horses, dogs, cats or other household pets which can be kept provided they are not permitted to become a nuisance or bred or maintained for any commercial purpose.
 - i. The construction of a residence shall not be started until the written approval is first secured from the Subdividers, of the residential building plans, which must show the size, exterior material, design and plot plan indicating the location of the dwelling and garage upon the lot or lots. The Subdividers reserve to themselves, the sole right to approve or reject any building plans, if in their opinion, either the size, materials, design or plot plan do not conform to the general standard and value of development in the subdivision. This provision shall remain in effect until terminated in writing by the Subdividers.
 - j. No trailer, basement, tent, shack, barn or any other out-building, erected in or on any lot, shall at any time be used as a residence, temporary or permanently; nor shall any structure of a temporary character be used as a residence.
 - k. No building of any kind whatsoever shall be moved on to any building lots.
 - l. Easements for installation and maintenance of utilities and drainage facilities and for Outlot "A" are reserved as shown on the recorded plat.
 - m. These restrictions and reservations are made for the benefit of any and all persons who now may own, or who may hereafter own, property in Ikiru East, and such persons are specifically given the right to enforce these restrictions and reservations.
 - n. The covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of said tract, and each lot therein, may be waived, abandoned and terminated, modified, altered or changed as to the whole or said tract or any portion thereof with the written consent of the owners or seventy-five (75%) per cent of the lots in the tract. No such waiver, abandonment, termination, modification, or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the office of the Register of Deeds for Lancaster County, Nebraska. Provided that paragraphs l, o, q and r hereof may not be waived or altered without first obtaining the approval of the City of Lincoln, Nebraska, to such alteration or waiver.
 - o. Provisions in regard to maintenance of the water system, utilities, roads and the manner of assessing the costs of paving the streets in the subdivision shall be as set forth in an agreement of homeowners dated the 26TH day of MAY, 1965, and termed "Ikiru East Homeowners Association Agreement." This Agreement shall be binding upon all owners of lots in this subdivision, except Lot 8, as if set out in full herein.

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The owners of Lots One through Seven, Ikiru East, by acceptance of a deed therefor, shall be a member of the Ikiru East Homeowners Association and subject to the Articles and rules of said Association.

p. All utility connections extended to any improvements erected upon any lot from the utilities originally installed by the subdividers shall be underground. Propane tanks must also be installed underground unless written permission of the subdividers is obtained permitting installation in another manner.

q. The following restrictions and covenants shall be binding only upon Lots One through Seven, Ikiru East, and shall not be applicable to Lot 8.

(1) Each lot shall be obligated to bear a one-seventh (1/7) share of the costs of maintenance of the water lines, wells, pumps and all parts of the common water system and to pay a water charge based on the amount of water used, and each tract shall be subject to special assessments of the Ikiru East Homeowners Association, its successors or assigns, for the maintenance of the utilities, and all assessments shall be subject to the priority of mortgages and taxes.

(2) The Ikiru East Homeowners Association, its successors or assigns, shall own, control and manage the water utilities and shall annually have a lien upon each tract of land on a pro-rata basis for the cost of maintaining such utilities, but such lien shall be subject to the priority of recorded mortgages and taxes.

r. Outlot "A" as shown on the plat of this subdivision shall be conveyed by the subdividers to the Ikiru East Homeowners Association, for the benefit of the owners thereof. Maintenance of outlot "A" in order to proper drainage, weed and insect control and other nuisances shall be the responsibility of said Association and the members thereof.

s. The above restrictions shall be and continue in force for a period of 100 years from the date hereof.

t. Invalidation of any one of the restrictions by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

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IN WITNESS WHEREOF, we have hereunto set our hands this 2nd day of JUNE, 1965

Richard Lee Youngscap
Richard Lee Youngscap

Barbara J. Youngscap
Barbara J. Youngscap

STATE OF NEBRASKA }
LANCASTER COUNTY } SS

On this 2nd day of June, 1965, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Richard Lee Youngscap and Barbara J. Youngscap, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal, this day and year last above written.

Joseph P. Chennant
Notary Public



Commission Expires: July 22, 1970

INDEXED 27-619
GENERAL
COMPARSED
PASSED
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STATE OF NEBRASKA }
Lancaster County } ss.

Entered on numerical index and filed for record in the Register of Deeds Office of said County the 14 day of JULY 1965 at 10 o'clock and 45 minutes A.M. and recorded in Book of Miscel. at page

Kenneth L. Ferguson
REG. OF DEEDS

By *F 25*
Deputy

Richard L. Youngscap
618 N. 13th St.
PT