Meeting Minutes

MEETING RECORD

NAME OF GROUP:	COUNTY BOARD OF ZONING APPEALS
DATE, TIME AND PLACE OF MEETING:	Friday, February 14, 2020, 2:30 p.m., City Council Chambers, First Floor, County-City Building, 555 S. 10th Street, Lincoln, Nebraska
MEMBERS IN ATTENDANCE:	Jeff Frack, James Pinkerton, Herschel Staats, Matthew Warner and Ed Woeppel; Tom Cajka and Rhonda Haas of the Planning Department Ron Rehtus of Building and Safety; Jennifer Holloway of County Attorney's Office; and other interested parties.
STATED PURPOSE OF MEETING:	Regular County Board of Zoning Appeals Meeting

Chair Woeppel opened the meeting and acknowledged the posting of the Open Meetings Act in the room.

Woeppel called for a motion approving the minutes of the regular meeting held April 13, 2018. Motion for approval made by Warner, seconded by Staats and carried, 4-0: Frack, Staats, Warner and Woeppel voting 'yes'; Pinkerton abstained.

COUNTY BOARD OF ZONING APPEALS NO. 20001, REQUESTED BY JONATHAN MILLER, TO REDUCE THE REQUIRED FRONTAGE FROM 550 FEET TO ZERO FEET ON PROPERTY GENERALLY LOCATED AT SW 126TH STREET AND W. ROKEBY ROAD.

PUBLIC HEARING: **February 14, 2020**

Members present: Frack, Pinkerton, Staats, Warner and Woeppel.

There were no ex parte communications disclosed.

Jonathan Miller, 995 N. 2nd Avenue, Springfield, came forward and stated they had purchased land thinking that it was on a buildable lot. The developers assured him the lot would qualify for a building variance, because all of the other lots within the subdivision with similar features had building variances. He shared that the land that they had purchased to build their house on is unbuildable and worthless. With the current resolution, the lot does not meet the requirements to build on due to the lack of 550 square foot frontage. Adjacent lots are without the same 550 square foot frontage and already have a house on them or are building now. They are asking that the variance be permitted, so that his lot is buildable in the future.

Pinkerton asked if the easement was for two of the other properties. Miller said that was correct, but the easement actually connects to all four properties.

Warner stated there is no way to get to his property. Miller shared it would be through the easement. Warner stated there is no other way. Miller said correct.

Frank asked if someone were to build to the north and the east of your property, they would be using the same easement, and he asked if that was correct. Miller said yes.

Woeppel stated that he wanted to clarify that the property to south has a home on it. Miller said correct. Woeppel inquired if they were using the same easement that he would like to use. Miller said correct.

Kelly Wavada, 12731 W. Rokeby Road, Denton, came forward to take the oath and he is in support of this waiver. His property sits to the south of Mr. Miller's property, and all of them use the same driveway. He explained that it is a shared driveway, and the covenant has the fee's split between the four property owners.

Dan Pape, 12715 W. Rokeby Road, Denton, came forward to take the oath and stated he is in support of this waiver. He shared that he lives to the east of Mr. Miller's property. He explained that they do all share the driveway, and that Mr. Miller has paid his portion of the fees both times that the road was rocked.

Frank asked if there was a house on the east lot. Wavada said not yet.

Staats asked who enforces the covenant. Wavada said he is unsure of who would enforce the covenant. Pinkerton shared it is listed in the documentation. Staats asked if the covenant is on this property. Wavada said yes, and they need to submit an approved building plan, and comply with the other regulations before the applicant can build.

Woeppel stated that they could not do anything about the covenant, and asked Cajka if he had reviewed the letter received (see Exhibit "1"). **Tom Cajka, Planning Department,** came forward and stated he briefly glanced at it, and he explained that the covenant does not pertain to this proceeding. Woeppel stated that it would not be the decision of this Board. Cajka said correct. Pape stated the reason it was added to the provisions, was to show the Board that the applicant would not be subdividing the property.

Frank inquired if all of the lots were laid out prior to 2017. Wavada said he was not sure when, but it was already done prior to his land purchase 6-years ago.

Pape state he had looked at the property a few years ago, and decided not to purchase, because they did not want to drive on someone else's property. A year later, they redesigned the lots to how they currently are now, which made them more desirable.

Cajka explained in May 2017, a text amendment was approved to address the issue of frontages. This amendment allows that lots created prior to January 1, 2017, which are 20 or more acres are not required to have frontage. Cajka stated that there was no variance given on any of these lots.

Warner stated that years ago it was discussed why the frontage was needed, and he asked Cajka what his thoughts were for this case. Cajka stated it is not his place to give an opinion on this matter, only the facts of the case.

Woeppel asked why frontage is important in zoning regulations, and further asked if it is because of fire safety. Cajka said yes, but it also makes it easier to find and get to the property.

Warner stated that this was something they had granted in past years.

Frank moved to close the public hearing on this item, seconded by Staats and carried 5-0: Frack, Pinkerton, Staats, Warner and Woeppel voting 'yes'.

ACTION: **February 14, 2020**

Warner moved approval, to waive the frontage from 550 square feet to zero feet and not require a frontage, seconded by Staats.

Warner stated they have been down this road before, and the owners are caught in the middle. This property owner seems to have good intentions and they are not trying to hide their house, and this is something that the Board has done in the past.

Woeppel stated that when there is property stuck between several houses what other use would there be. If the land were used for, production or agriculture there would be large machines in the area. Woeppel stated this is the best use for this property.

Motion carried, 5-0: Frack, Pinkerton, Staats, Warner and Woeppel voting 'yes'.

There being no further business, the meeting was adjourned at 2:58 p.m.

Please note: The Board will not approve these minutes until the next regular County Board of Zoning Appeals hearing.

Lawrence Hageman and Christine Hageman
13131 W Rokeby Rd
Denton, NE 68339
February 13, 2020

Lancaster County Board of Zoning Appeals
555 South 10th Street, Ste. 213
Lincoln, NE 68508

Dear Lancaster County Board of Zoning Appeals:

We are writing in response to the Notice of Board of Zoning Appeals BZA2001, dated January 31, 2020, which we received in reference to Lot 23, NE ¼ Sec 31-9-5, located near SW 126th and W Rokeby Rd.

We are the owners of Lot 3 (also known as Parcel 9), located directly west of the subject lot. We purchased our lot in 2009 and were the first in our 15 lot covenanted development community, Prime Country Estates, to build. As a result of this frontage variance request, it has come to our (and our neighbors') attention that our community is not actually a legal subdivision, which is how our properties were presented at the time of purchase. As explained to us by the project planner, the rest of the properties in the community either meet the frontage requirement or were "grandfathered" in, as the 20 acre lots in this development were created prior to 2017. The subject lot however, and 2 others along the same access easement, were redesigned from originally 4 lots (Lots 16-19) in 2017, due to the fact that the developer was unable to sell them in their previous configuration, (where the access easement actually split each lot). The resulting 3 new lots are between 24 and 30 acres in size, with the subject lot at 27.12 acres, and our development is now comprised of 14 lots, with an average of 21.86 (net) acres each.

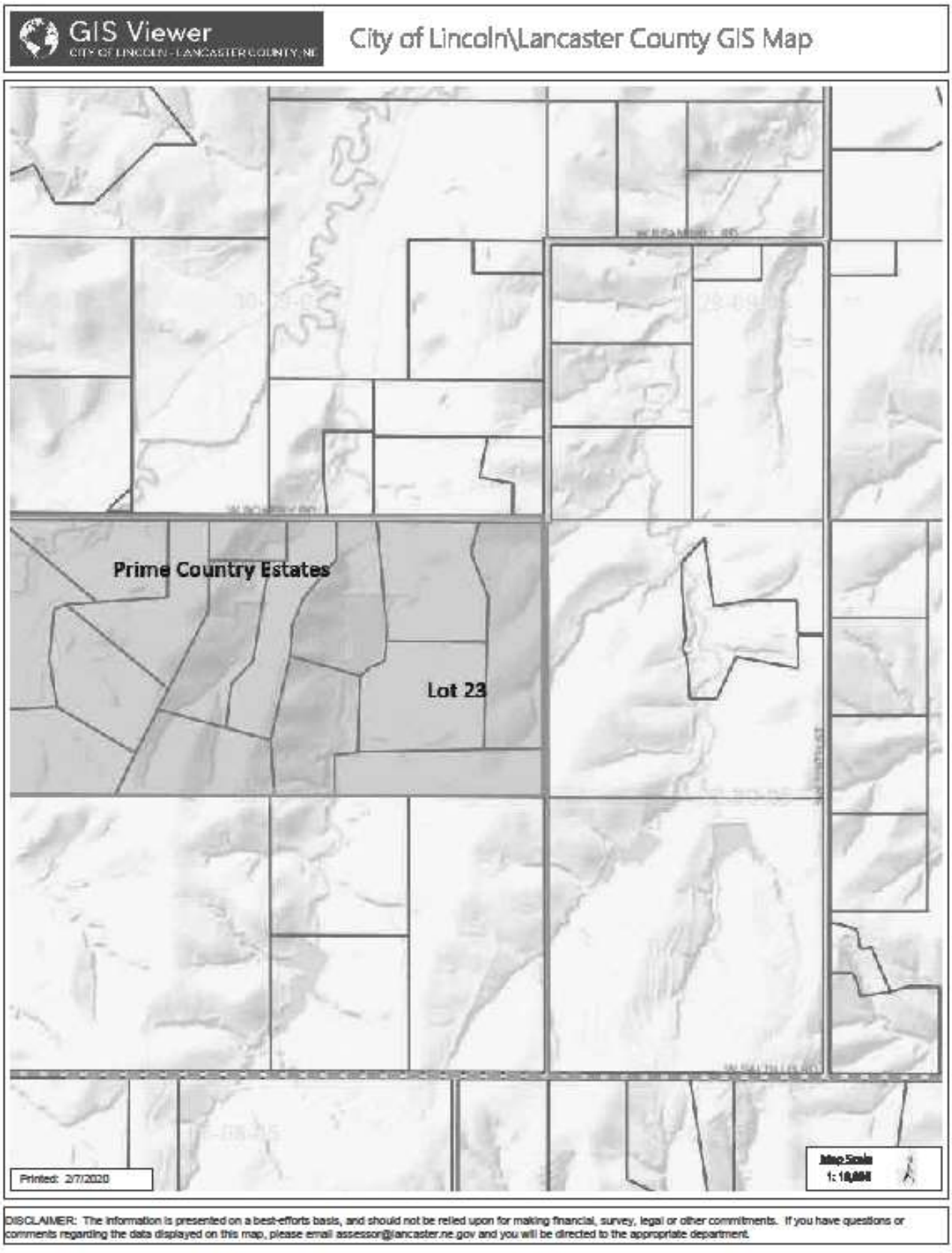
Since each lot in the community is bound by covenants which follow Lancaster County building requirements (see attached), we would have no objection to the W Rokeby Rd frontage variance request by the Millers, so that they are able to build in the same manner as the rest of the lot owners within the community, with the following provision. Our development community and covenants pre-date the change in agricultural zoning from minimum 20 acre lot per residence zoning, to 1 acreage per 20 acres density zoning in 2012. Since the 3 reconfigured lots in 2017 each exceed 20 acres, we are concerned by the possibility of those lot owners attempting to subdivide their lots in accordance with the new zoning, which would violate the spirit and intent of our community design, which continues to fall within the density standard. Our covenants stipulate one home per lot per the original design, and we would ask that the frontage variance for this lot be granted, with the stipulation that the lot cannot subsequently be subdivided, and the design and setbacks of the future residence and outbuildings follow the covenants. We have attached both the original design and redesign of the lots in question, along with the covenants and amendments for our community. For your reference, our covenant parcel numbers are different from the lot numbers assigned at the time each lot was sold. The 3 lots that were redesigned, Lots 21, 22 and 23, are referred to as Parcels A, B and C respectively, on the 2017 redesign. Lot 23 (**Parcel C**) comprises approximately the western 2/3 of original Lot 18/**Parcel 13** and Lot 19/**Parcel 14**.

Sincerely,

Lawrence Hageman Christine J. Hageman

Lawrence Hageman and Christine Hageman

Attachments


GIS Viewer
CITY OF LINCOLN - LANCASTER COUNTY, NE
City of Lincoln\Lancaster County GIS Map
Prime Country Estates
Lot 23
Printed: 2/7/2020
DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email assessor@lancaster.ne.gov and you will be directed to the appropriate department.

05066278

INST. NO 2005 $40.50

2005 NOV -7 P 3:15 066278

LANCASTER COUNTY, NE

BLOCK
COMP
CHECKED
ENTERED
EDITED

FIRST AMENDMENT TO PROTECTIVE COVENANTS OF PRIME COUNTRY ESTATES

WHEREAS, the undersigned, Orville A. Gertsch and Dorothy S. Gertsch, Trustees of the Gertsch Family Trust Dated June 18, 1984 (hereinafter referred to as the "Developer" and/or "Owner-Developer"), are the Owner-Developers of the following described real estate: Lots One (1) through Fifteen (15) in the North Half (N1/2) of Section 31, Township 9 North, Range 5 East of the 6th P.M., Lancaster County, Nebraska; and. Reference Inst. No 2005-21276

WHEREAS, the Developer desires to ensure the orderly and proper development and use of the property in order to protect and preserve the overall character of the property in accordance with the Developer's desire to develop a quality residential neighborhood.

NOW, THEREFORE, the undersigned hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. No lot shall be used except for single-family residential purposes. No house or building shall be moved from a point without said tract to a point within the same without the written consent of the Developer.

2. All structures within the properties shall be constructed in conformity with the requirements of the applicable building codes of Lancaster County, Nebraska; provided, however, that the minimum front yard setback shall be no less than fifty (50) feet and the minimum side yard setback shall be no less than fifteen (15) feet. On lots with more than one frontage, each frontage setback shall be no less than fifty (50) feet. Subdivision of the lots located within the properties is prohibited.

3. No more than one (1) main residence building and two (2) outbuildings shall be placed or constructed upon any lot. In addition, no outbuilding shall have a ground floor area larger than forty feet (40') by sixty feet (60') in size. For purposes of these Protective Covenants, an "outbuilding" shall be defined as any structure larger than twelve feet (12') by eighteen feet (18') which is detached from the main residence of the property; as such, any structure smaller than these dimensions shall not be considered an outbuilding and shall not be subject to the two-outbuilding limitation set forth above. No partially completed dwelling or temporary building, no trailer, no motor

home, no motor vehicle, no tent, no camp, no shack or garage, no stable or outbuilding on any lot shall be used as a residence at any time. The placement of buildings and plantings shall be such that they will not obstruct the views of adjacent lot owners. For purposes of this paragraph, the owners of lots 9 through 15 shall be prohibited from building or planting such that they obstruct the views of each other of the pond located in the Development.

4. The construction of a driveway, road or building shall not be commenced unless and until written approval of the building plan or road plan is first obtained from the Developer or a designee appointed in writing by the Developer. A complete set of all plans for the construction of private roads, driveways and all building plans for any dwelling, building, fence, corral, wall or structure to be erected upon any lot, and their proposed location upon any lot, and any changes after approval, shall be submitted in writing to, and approved by the Developer or its said designee. One set of plans shall be left on permanent file with the Developer. The plans and specifications shall show size, exterior detail and color, design, materials, and plot plan for the building and shall indicate the location of the building upon the lot. No changes or deviations in or from the plans and specifications as approved shall be made without the prior written consent of the Developer or its written designee. Any changes after approval of and consent to the original plans must be submitted in writing. The Developer or its written designee reserves the sole right to approve or reject any building plans if, in its sole opinion, either the size, materials, design, exterior color or plot plan do not conform to the general standard and value of development in the area. Written approval or disapproval of such plans shall be given within fourteen (14) days after receipt thereof by the Developer or its written designee. The Developer shall not be responsible for any structural defects in the plans or specifications in any building or structure erected according to the plans and specifications.

No single family residence shall be constructed on any acreage unless such single family residence has a minimum ground floor or first floor area, exclusive of terraces, patios, porches, carports, and garages, whether finished or not, of (i) 1,800 square feet in the case of a one-story ranch style single family residence; or (ii) 2,200 square feet for both floors combined in the case of a one and one-half story with a minimum of 1,500 square feet on the first floor; or (iii) 2,400 square feet for both floors combined in the case of a full two-story with a minimum of 1,200 square feet on the first floor. Basements, including daylight and walkout basements, are excluded from meeting this minimum square footage requirement.

No detached accessory buildings, sheds, playhouses, greenhouses, satellite TV dishes over 30" or any structures of any kind may be constructed or placed on any acreage without the prior written approval of the Developer or its assigns; provided, however, that a detached swimming pool house may be built beside any swimming pool constructed on any acreage so long as: (i) the swimming pool house is constructed with the same architectural style as the single family residence located upon such acreage;

(ii) such pool house is not occupied or utilized as a residence or guest house; and; (iii) the swimming pool and the pool house are located as close to the main residence as possible.

A single family residence shall have an attached garage capable of holding a minimum of two full-sized vehicles. No dome homes, earthen homes, A-frame homes or prefabricated homes shall be permitted. All buildings shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln and the County of Lancaster, State of Nebraska. All buildings on the lot shall conform to the design and color of the main building of the residence on the lot; provided, however, that the existing building on parcel 3 shall be exempt from this requirement. Any portion of any foundation that is left exposed must be painted with a color that matches the approved color scheme of the residence. Chimneys of all fireplaces on the exterior of any single family residence constructed on any acreage shall be faced with brick, stone, stucco or siding, and equipped with spark arrestors. Any solar panels placed on any single family residence constructed on any acreage shall be mounted flush with the roof of such residence, and shall not be located along any exterior wall of such single family residence nor in any yard area of any property; provided, however, that no solar panels shall be placed on any residence or any property without the prior written approval of the Developer. Any building or residence constructed upon any lots shall be completed within twelve (12) months from and after commencement of construction of said building, unless such completion is delayed by force majore.

5. No animals, livestock, chickens or swine shall be kept, raised, maintained or bred on said real property or any portion thereof. The only animals permitted shall be cats, dogs, house pets kept for personal or family purposes, and horses. There shall be a maximum of three (3) dogs and six (6) horses per lot. Riding horses may be kept for personal or family purposes only if suitable stables are provided. All stables and accessory outbuildings of any character used in connection with such animals shall be located and maintained so that they will not be offensive to the occupants of adjoining lots. All animals, except cats, shall be confined to the area owned by the owner of such animal unless the owner or family member is accompanying the animal.

6. No structure shall exceed 35' in height and all exterior lighting shall meet the City of Lincoln and County of Lancaster, Nebraska design standards for outdoor recreational lighting for glare and light trespass. In addition, no lot owner shall construct or plant such that the view of neighboring lot owners shall be obstructed. For purposes of this paragraph, no exterior light pole shall exceed twenty-five feet (25') in height, nor shall the same be provided with lights greater than 175 watts.

7. No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood and the subdivision. There shall be no discharging of firearms within the subdivision. Said lots shall not be used in any way or for any purpose which may endanger the health or reasonably disturb the quiet of any owner of adjoining lands.

Any home-based business or business activity of a lot owner shall be carried out in conformity with the requirements of applicable statutes of the City of Lincoln and County of Lancaster, Nebraska. No recreational vehicle, non-working vehicle, tractor, trailer or similar items shall be parked or stored upon any property, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon an acreage for a period of time not to exceed fourteen (14) days per year.

8. No property may be used as a dumping ground for rubbish. All property owners shall be responsible for keeping their properties maintained, including keeping the same free of debris and primary noxious weeds. At all times, including during the construction of a house or improvements on the property, the owner thereof shall keep a container on the property and cause all building materials, wrappers, and other waste to be placed in the container. Property owner shall promptly pick up and properly dispose of any debris caused by wind, vandalism, or careless disregard which is on the property or has been distributed upon neighboring properties.

9. All septic systems and wells must be located, constructed and operated in compliance with all health regulations which are applicable. No open sewage lagoons will be placed or permitted on any part of the subdivision without the prior written approval of the Developer. Plans for said septic tank systems and water wells shall be approved by the City-County Health Department of Lincoln, Nebraska prior to construction. No owners of any lot shall drill any wells other than a well for water or for an approved heating and cooling system. No elevated tanks of any kind shall be erected, placed or permitted on any part of the subdivision. Any tanks for use in connection with any residence, including tanks for storage of fuels, must be buried or set on the ground and hidden sufficiently from view. All garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in to conceal them from the view of adjoining lot owners and roads. No portion of said real estate shall be used as a junk yard or for the dismantling of motor vehicles, implements or machinery.

10. No advertising or business signs, billboards or other advertising device shall be erected, placed or permitted on any lot, provided that signs advertising a lot and/or house for sale may be placed upon such a lot by the owner thereof. The developer may place upon any lots owned by the developer signs advertising the development of lots thereon or the improvements to said lots.

11. No wire, chain link or snow fencing shall be permitted abutting any roadway. No yard fencing shall extend beyond the front of the house without the prior written approval of the Developer. Lots and adjoining ditches shall be maintained by the owner or owners so as not to appear unsightly and so as to control noxious weeds.

12. These covenants and restrictions shall run with the land and shall be binding upon and enforceable by the Developer, all persons claiming under the Developer, including the Developer's written designee, and their respective heirs, personal representatives, successors and assigns (including successor Trustees under the Gertsch Family Trust) for a period of thirty (30) years from and after the date of

recordation of these covenants and restrictions, after which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants and restrictions may be terminated or modified by an instrument executed by the owners of two-thirds of the tracts within said subdivision agreeing to a termination or modification thereof.

13. These restrictions, rights and reservations shall be deemed as covenants and not as conditions, shall run with the land, and shall bind each respective lot owner unless and until changed. The term "lot owner" as used in this instrument means only the lot owner for the time being of premises described herein so that in the event of any sale of such premises, the former lot owner shall be and hereby is freed and relieved of the covenant and obligations created hereunder. The provisions of this instrument shall, however, fully bind the subsequent lot owner of such premises. The enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any provision or provisions thereof. Such proceedings may be to restrain such violation or to recover damages.

14. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

15. The Developer or its written designee reserves the sole and exclusive right to establish grades and slopes on all lots and to set and determine the grade at which any building shall be hereafter erected or placed thereon, so that the same will conform to the general plan of the subdivision. In no event will any lot be graded or sloped so as to change the flow of surface waters to or from any adjoining lots. Drainage ways shall conform to the requirements of all lawful public authorities.

16. No walls, fences, structures, planting or other materials shall be constructed, placed, planted, maintained or permitted to remain on any easement area reserved for the installation and maintenance of utilities or drainage, as shown on the recorded plat, if such wall, fence, structure or planting would damage or interfere with the installation or maintenance of any such utilities, change the direction or flow of the surface water drainage channels in any such easement area, or obstruct or retard the flow of water through any drainage channels over the easement area.

17. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the subdivision, nor shall any oil, natural gas, petroleum, asphalt, hydrocarbon products or minerals of any kind be produced or extracted.

18. All electrical service and telephone lines shall be placed underground, and no outside electrical lines shall be placed overhead; provided, however, that the existing overhead line on the east border of lot 3 may remain and is exempt from this requirement.

19. No commercial radio or TV towers shall be erected, placed or permitted upon any part of the subdivision. Hobby radio antennas and satellite dishes shall be

located, screened and maintained so that they will not be obtrusive to neighboring homes.

20. In the event an owner of any acreage shall fail to maintain the premises and/or the exterior of the dwelling in a manner satisfactory to the Developer, then the Developer shall have the right, through its agents and employees, to enter upon said acreage and to repair, maintain and restore the acreage and/or the exterior of the dwelling located thereon and any other improvements erected thereon. The cost of any such maintenance shall become a lien against the real estate as follows:

A. Prior to the work being commenced, written notice of the non-maintenance of the acreage or the dwelling shall be served upon the owner. Said owner shall have thirty (30) days to remedy the written allegations.

B. After the thirty (30) days have passed, if maintenance has not been performed, the Developer shall notify the owner in writing as to what maintenance or repairs they intend to make on the property.

C. Once the work has been completed, a copy of an itemized statement setting forth all charges incurred in repairing or maintaining the acreage or dwelling will be delivered to the owner.

D. If the statement has not been paid within thirty (30) days, a copy of the statement will be filed in the Office of the Register of Deeds against this property, along with an affidavit stating what work was done and when and how notice was given. Once the lien is filed, the same remains a lien against the property until it is paid and shall bear interest at the rate of twelve percent (12%) per annum. If said lien is released, all amounts due and owing, including filing fees and release fees in conjunction therewith, must be paid by the acreage owner.

E. If the owner of the property refuses to allow repair personnel on his or her property in order to make the necessary repairs, the Developer may then resort to binding arbitration to gain entry to the property. All legal fees and costs incurred in conjunction with said arbitration will be paid by the owner of the property if the arbitrator upholds the decision to make said repairs.

21. A breach of any of the covenants, conditions, reservations, restrictions or any re-entry by reason of a breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in the premises, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any mortgage or trustee or owner whose title or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

22. No delay or omission on the part of the Developer or the owners of other lots in the premises in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of actions shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer for or on account of its failure to bring any actions on

account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by the Developer.

23. The invalidation of any one or more of the covenants, conditions, reservations or restrictions contained herein by any arbitrator or court shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

24. If the Developer employs legal counsel to enforce any of the foregoing covenants, conditions, reservations, restrictions, or by reason of a breach, all costs incurred in the enforcement, including a reasonable fee for such counsel, shall be paid by the owner of the lot or lots, and the Developer shall have a lien upon the lot or lots to secure payment of all such amounts.

25. The Developer shall form a non-profit corporation to serve as a neighborhood association for the lot owners within Prime Country Estates. Until such association is formed, each of the owners of said lots shall be equally responsible for and required to pay the prorata cost of the maintenance, of the common roadway abutting said owner's lot(s) according to the number of lots owned by said lot owner which abut said common roadway. Said maintenance shall include, but not be limited to, any and all grading of the same, including the addition of rock or gravel, as well as the removal of snow therefrom. In the event an owner of an acreage shall fail to pay such owner's proportionate share of the cost of such road maintenance, the same shall become a lien against the real estate of such owner and may be filed of record against said real estate upon substantial compliance with the notice provisions similarly required in the event of a failure on the part of an owner to maintain his or her premises as provided in subparagraphs C and D of paragraph 20 above. Parcel 3 within the development currently has private access to the abutting county road; as such, the owner of said lot shall be exempt from this requirement and shall not be responsible for any costs required of the other lot owners as set forth in this paragraph.

26. The premises shall be subject to any and all rights and privileges which the City of Lincoln or County of Lancaster, Nebraska may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided, further, that no covenants, conditions, reservations, restrictions or acts performed shall be in conflict with any county or city zoning ordinance or law. If the owners of a majority of the lots within Prime Country Estates shall execute a written instrument expressing their intent to pave the county roads within the subdivision, then such titleholders shall proceed immediately to incorporate a nonprofit corporation (Corporation) for the purpose of entering into agreements with the County of Lancaster, Nebraska to obtain permission to pave such county roads and for the purpose of contracting for the design, construction, and inspection of such paving for the benefit of all owners of lots within Prime Country Estates.

Each titleholder of a lot within Prime Country Estates shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Members of the Corporation shall each be assessed an equal amount for all costs associated with paving of the county roads, which assessment shall be levied by the Board of Directors of the Corporation and shall be due and payable upon receipt. Assessments for the paving of county roads shall be the personal obligation of the member who is, or was, the titleholder of each lot assessed at the time of the assessment, shall bear interest at the rate of fourteen percent (14%) per annum until paid, and, when shown of record, shall be a lien upon the lot assessed. The lien of any such assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the lot against which the assessment is levied.

27. Any claim or controversy between Owner-Developer and/or any lot owner or member in Prime Country Estates concerning these covenants, including, without limitation, those between lot owners concerning nuisance, obstruction of view or light trespass, shall be settled by binding arbitration. Such arbitration shall be before one disinterested arbitrator, or if one cannot be agreed upon, before three disinterested arbitrators, one named by each party to the dispute and one by the two thus chosen.

28. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the lots within Prime Country Estates.

29. Throughout this document the plural shall mean the singular and the singular shall mean the plural and the masculine shall mean the feminine and neuter, and vice versa.

30. This document, known as the First Amendment to Protective Covenants of Prime Country Estates, shall be governed by the laws of the State of Nebraska.

Dated this 4th day of NOVEMBER, 2005.

PRIME COUNTRY ESTATES

By: _____
Orville A. Gertsch, Trustee, Owner-Developer

_____
Dorothy S. Gertsch, Trustee, Owner-Developer

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Before me, on this 4 day of NOV, 2005, a Notary Public qualified for said County, personally appeared Orville A. Gertsch and Dorothy S. Gertsch, Trustees of the Gertsch Family Trust Dated June 18, 1984, Owner-Developers of PRIME COUNTRY ESTATES, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

GENERAL NOTARY - State of Nebraska
MARILYN K. WIMER
My Comm. Exp. Feb. 23, 2009

_____
Notary Public

Inst # 2012001305 Mon Jan 09 11:58:11 CST 2012
Filing Fee $20.50 cpockg
Lancaster County, NE Assessor/Register of Deeds Office AMDCOV
Pages 4

After recording, please return to:
Nebraska Title Company
PO Box 6169
Lincoln, NE 68506

ADDENDUM TO FIRST AMENDMENT TO PROTECTIVE COVENANTS OF PRIME COUNTRY ESTATES

6069065

This Addendum to First Amendment to Protective Covenants of Prime Country Estates, hereinafter referred to as the "Addendum" is made to be effective as of the 5th day of January, 2012, by Orville A. Gertsch and Dorothy S. Gertsch, Trustees of the Gertsch Family Trust Dated June 18, 1984, hereinafter referred to as "Owner-Developer". Owner-Developer is the current titleholder of thirteen of the parcels located in the North Half (N1/2) of Section 31, Township 9 North, Range 5 East of the 6th P.M., Lancaster County, Nebraska, and listed as Parcels One (1) through Fifteen (15) on the Boundary Survey attached hereto as Exhibit "A".

NT-Com

WHEREAS, the Protective Covenants of Prime Country Estates were recorded April 20, 2005 as Instrument No. 2005021276, and amended by First Amendment to Protective Covenants of Prime Country Estates recorded November 7, 2005 as Instrument No. 2005066278 with the Register of Deeds of Lancaster County, Nebraska, hereinafter referred to collectively as the "Protective Covenants"; and

WHEREAS, the undersigned Owner-Developer is an owner of two-thirds of the parcels in the development referenced as Prime Country Estates as required for amending said Protective Covenants; and

WHEREAS, the undersigned Owner-Developer desires to amend certain provisions of said Protective Covenants as provided hereinafter.

NOW, THEREFORE, the undersigned Owner-Developer of said development referenced as Prime Country Estates, does hereby adopt the following Addendum to the First Amendment to Protective Covenants of Prime Country Estates as provided hereinafter, to-wit:

#20.50

1. Amend paragraph 4 of the said First Amendment to Protective Covenants to provide that, solely with respect to Parcel 7 as shown on the Boundary Survey attached hereto as Exhibit "A", the minimum ground floor or first floor area, exclusive of terraces, patios, porches, carports and garages, whether finished or not, shall be 1,400 square feet in the case of a one-story ranch style single family residence. This amends the current provision which requires a minimum of 1,800 square feet in the case of a one-story ranch style single family residence.

In all other respects, the undersigned Owner-Developer does hereby ratify the existing Protective Covenants except as amended herein.

GERTSCH FAMILY TRUST DATED JUNE 18, 1984

BY: Orville A. Gertsch TR.
ORVILLE A GERTSCH, TRUSTEE

BY: Dorothy S Gertsch
DOROTHY S. GERTSCH, TRUSTEE

STATE OF NEBRASKA

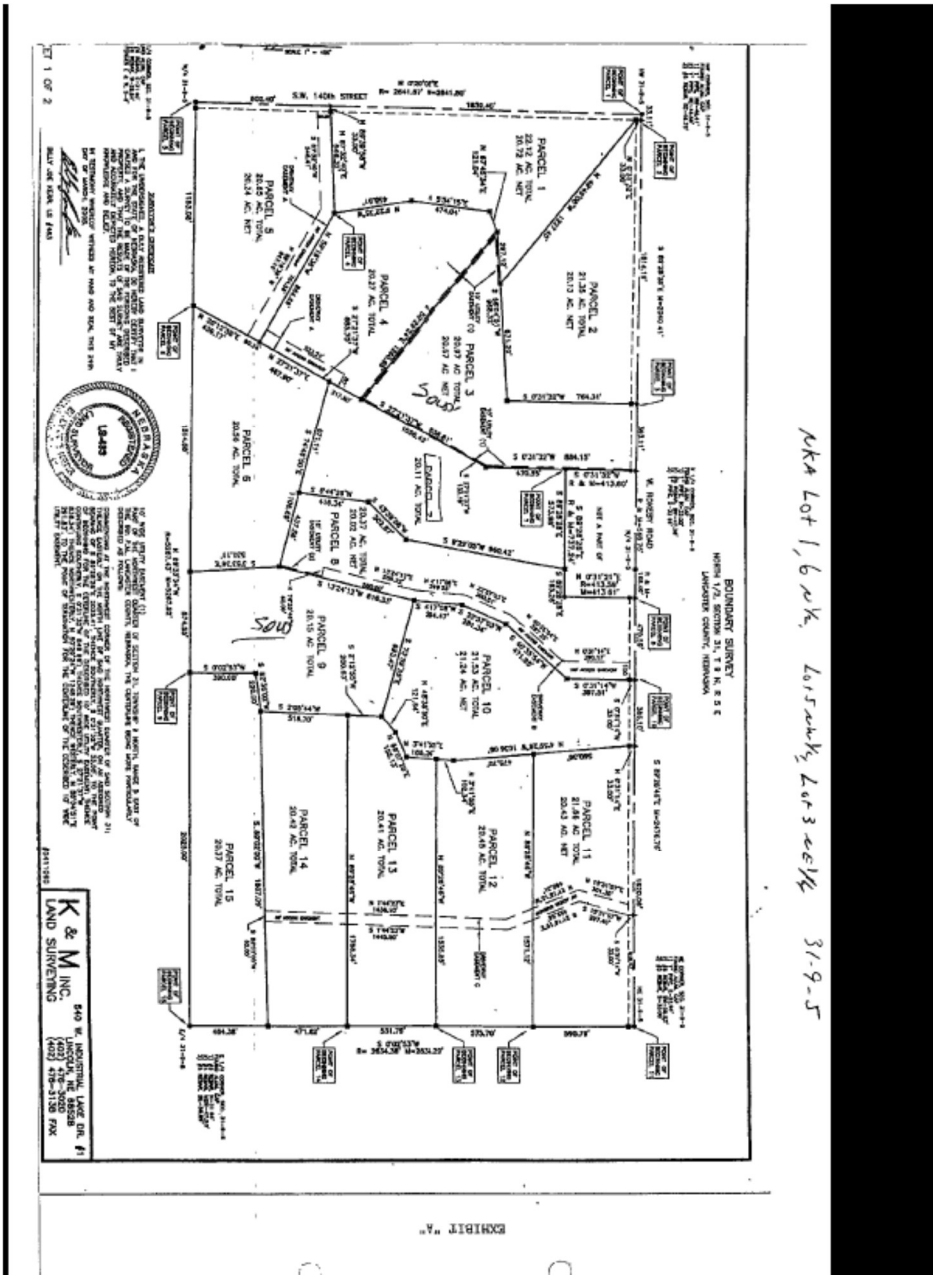
COUNTY OF LANCASTER

Before me, on this 5th day of January, 2012, a Notary Public qualified for said County, personally appeared Orville A. Gertsch and Dorothy S. Gertsch, Trustees of the Gertsch Family Trust dated June 18, 1984, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
SARAH A. WATTS
My Comm Exp Aug 12, 2014

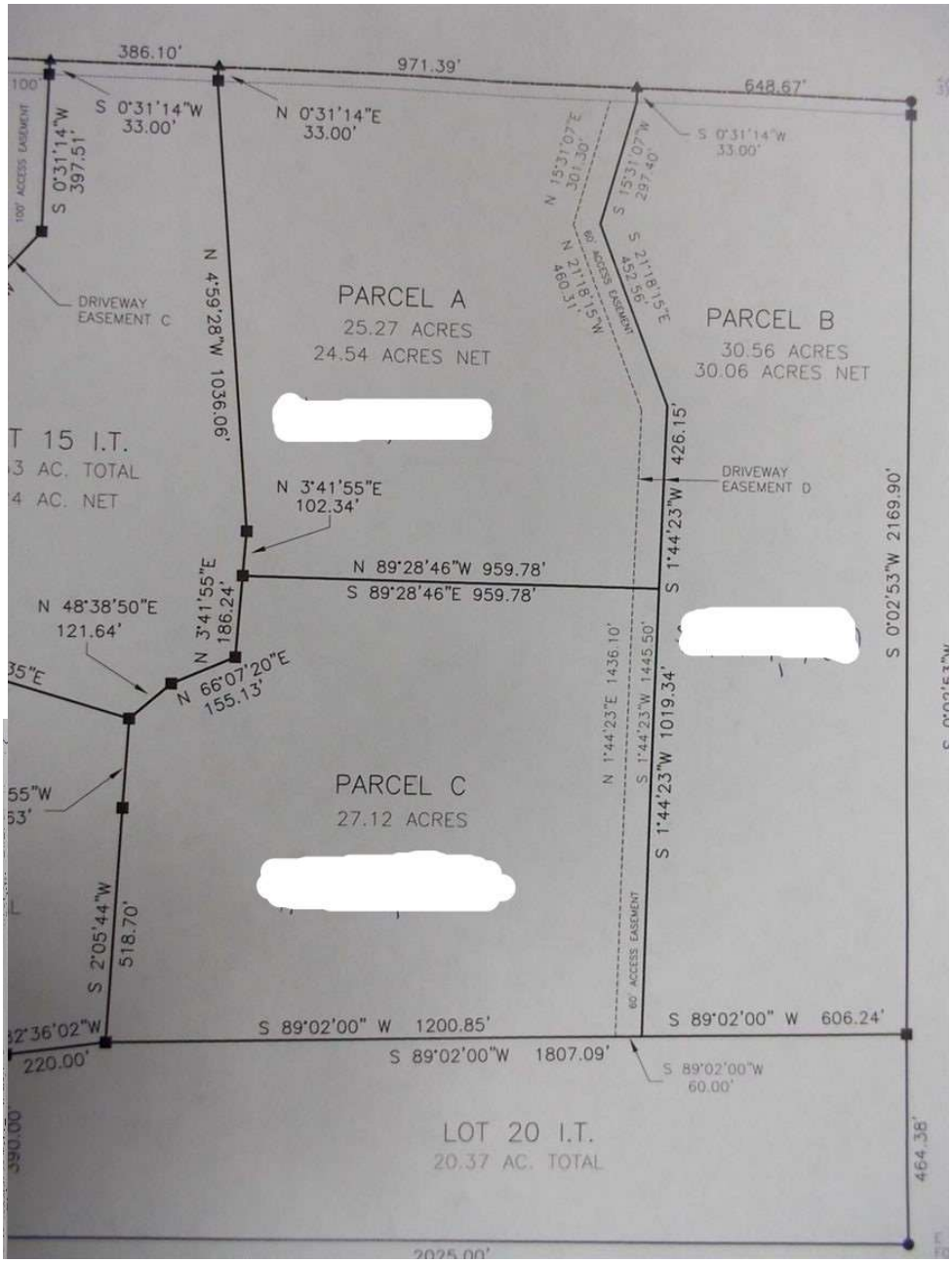

BOUNDARY SURVEY
K & M INC. LAND SURVEYING
EXHIBIT "A"
aka Lot 1, 6 aka, Lot 3 acres 3/9-5

BOUNDARY SURVEY

LANCASTER COUNTY, NEBRASKA

K & M INC.
LAND SURVEYING

SHEET 2 OF 2


386.10'
971.39'
648.67'
S 0°31'14"W 33.00'
N 0°31'14"E 33.00'
S 0°31'14"W 397.51'
S 0°31'14"W 33.00'
N 15°31'07"E 301.30'
S 15°31'07"W 297.40'
100' ACCESS EASEMENT
60' ACCESS EASEMENT
N 21°18'51"W 460.31'
S 21°18'51"E 425.69'
DRIVEWAY EASEMENT C
PARCEL A
25.27 ACRES
24.54 ACRES NET
PARCEL B
30.56 ACRES
30.06 ACRES NET
T 15 I.T.
3 AC. TOTAL
4 AC. NET
N 4°59'28"W 1036.06'
N 3°41'55"E 102.34'
N 89°28'46"W 959.78'
S 89°28'46"E 959.78'
N 3°41'55"E 186.24'
N 48°38'50"E 121.64'
N 66°07'20"E 155.13'
426.15'
S 1°44'23"W
DRIVEWAY EASEMENT D
S 0°02'53"W 2169.90'
N 1°44'23"E 1436.10'
S 1°44'23"W 1445.50'
S 1°44'23"W 1019.34'
PARCEL C
27.12 ACRES
S 2°05'44"W 518.70'
S 89°02'00" W 1200.85'
S 89°02'00" W 606.24'
220.00'
S 89°02'00"W 1807.09'
S 89°02'00"W 60.00'
LOT 20 I.T.
20.37 AC. TOTAL
464.38'