

After recording return to:

Edstrom, Bromm, Lindahl
& Freeman-Caddy
551 North Linden
P.O. Box 277
Wahoo, NE 68066

BON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

2012 FEB 23 AM 10:25

BOOK 416 PAGE 833
OF GEN INST# 343

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DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
REPLAT OF THOMAS LAKES FIRST ADDITION, THOMAS LAKES SECOND ADDITION,
A PORTION OF THOMAS LAKES THIRD ADDITION, AND LAKE ALLURE ADDITION

THIS DECLARATION is made on the date shown on the close of this instrument by the signatories hereto who are described herein collectively as Declarant, whether one or more.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Saunders County, Nebraska, more particularly described as follows:

PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 13 NORTH, RANGE 9 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA; TOGETHER WITH PART OF THE SOUTH HALF AND GOVERNMENT LOT 5 OF SECTION 7 AND THE NORTH HALF NORTHWEST QUARTER AND PART OF GOVERNMENT LOT 1 OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER NORTHWEST QUARTER OF SECTION 18, THENCE S88°34'26"E (ASSUMED BEARING), ON THE SOUTH LINE OF THE NORTHWEST QUARTER NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 1021.41 FEET TO THE SOUTHERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY OF MELROSE DRIVE, THOMAS LAKES THIRD ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAUNDERS COUNTY, NEBRASKA; THENCE N00°31'55"E, ON SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 143.24 FEET; THENCE NORTHEASTERLY ON SAID SOUTH RIGHT-OF-WAY, ON A 85.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 112.74 FEET TO THE POINT OF TANGENCY, THE CHORD OF SAID CURVE BEARS N38°31'39"E 104.65 FEET; THENCE N76°31'24"E, ON SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 43.80 FEET; THENCE NORTHEASTERLY, ON SAID SOUTH RIGHT-OF-WAY, ON A 125.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 111.37 FEET TO THE POINT OF TANGENCY, THE CHORD OF SAID CURVE BEARS N50°59'53"E 107.73 FEET; THENCE N25°28'23"E, ON SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 100.30 FEET; THENCE NORTHEASTERLY ON SAID SOUTH RIGHT-OF-WAY, ON A 175.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 158.76 FEET TO THE POINT OF TANGENCY, THE CHORD OF SAID CURVE BEARS N51°27'46"E 153.37 FEET; THENCE N77°27'08"E, ON SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 353.21 FEET; THENCE SOUTHEASTERLY ON SAID SOUTH RIGHT-OF-WAY, ON A 125.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 81.77 FEET, THE CHORD OF SAID CURVE BEARS S83°48'30"E 80.32 FEET TO ITS INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY OF DRIFTWOOD LANE, THOMAS LAKES THIRD ADDITION; THENCE N13°23'38"E ON SAID EAST RIGHT-OF-WAY, A DISTANCE OF 63.99 FEET; THENCE NORTHEASTERLY ON SAID EAST RIGHT-OF-WAY, ON A 175.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 12.36 FEET, THE CHORD OF SAID CURVE BEARS N11°22'15"E 12.35 FEET; THENCE N82°46'16"E, A DISTANCE OF 149.89 FEET; THENCE NORTHEASTERLY ON A 182.83 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 116.02 FEET TO THE POINT OF TANGENCY, THE CHORD OF SAID CURVE BEARS N64°35'30"E 114.08 FEET; THENCE N46°26'25"E, A DISTANCE OF 148.83 FEET; THENCE NORTHEASTERLY ON A 861.04 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 168.06 FEET TO THE POINT OF TANGENCY, THE CHORD OF SAID CURVE BEARS N52°01'54"E 167.79 FEET; THENCE N57°37'23"E, A DISTANCE OF 466.39 FEET; THENCE NORTHEASTERLY ON A 399.53 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 63.23 FEET, THE CHORD OF SAID CURVE BEARS N53°05'23"E 63.16 FEET; THENCE NORTHEASTERLY ON A 368.30 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 57.80 FEET TO THE POINT OF TANGENCY, THE CHORD OF SAID CURVE BEARS N53°03'08"E 57.74 FEET; THENCE N57°32'53"E, A DISTANCE OF 448.69 FEET; THENCE NORTHEASTERLY ON A 339.90 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 112.78 FEET TO THE POINT OF TANGENCY, THE CHORD OF SAID CURVE BEARS N67°08'34"E 112.26 FEET; THENCE N76°38'53"E, A DISTANCE OF 12.88 FEET; THENCE NORTHEASTERLY ON A 277.88 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 98.89 FEET TO THE POINT OF TANGENCY, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY OF LAKESHORE DRIVE, THOMAS LAKES THIRD ADDITION, THE CHORD OF SAID CURVE BEARS N66°27'11"E 98.37 FEET; THENCE N56°15'30"E, ON SAID SOUTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 19.69 FEET; THENCE N49°54'21"E, ON SAID SOUTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 271.38 FEET; THENCE N44°48'11"E, ON SAID SOUTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 70.76 FEET; THENCE N36°17'15"W, A DISTANCE OF 50.76 FEET TO THE MOST SOUTHERLY CORNER OF LOT 46, THOMAS LAKES THIRD ADDITION; THENCE N44°49'14"E ON THE SOUTHEASTERLY LINE OF SAID LOT 46, A DISTANCE OF 645.34 FEET; THENCE NORTHEASTERLY ON THE SOUTHEASTERLY LINE OF SAID LOT 46, ON A 175.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 134.14 FEET TO THE POINT OF TANGENCY, SAID

POINT BEING THE NORTHEASTERLY CORNER OF SAID LOT 46, THE CHORD OF SAID CURVE BEARS N22°51'40"E 130.88 FEET; THENCE N00°54'07"E, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 44, THOMAS LAKES THIRD ADDITION; THENCE S89°05'53"E, ON THE SOUTH LINE OF SAID LOT 44, A DISTANCE OF 175.51 FEET; THENCE NORTHEASTERLY ON THE SOUTH LINE OF SAID LOT 44, ON A 175.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 124.63 FEET, THE CHORD OF SAID CURVE BEARS N70°29'55"E 122.02 FEET; THENCE NORTHEASTERLY ON THE SOUTH LINE OF SAID LOT 44, ON A 55.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 53.90 FEET, THE CHORD OF SAID CURVE BEARS N22°01'22"E 51.76 FEET; THENCE NORTHEASTERLY ON THE SOUTH LINE OF SAID LOT 44, ON A 55.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 92.12 FEET TO THE POINT OF TANGENCY, THE CHORD OF SAID CURVE BEARS N41°55'55"E 81.72 FEET; THENCE N89°54'50"E, ON THE SOUTH LINE OF SAID LOT 44, A DISTANCE OF 255.69 FEET TO THE SOUTHEAST CORNER OF SAID LOT 44; THENCE N00°05'10"W ON THE EAST LINE OF SAID LOT 44, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 44, SAID POINT BEING ON THE NORTH LINE OF A PARCEL OF LAND CONVEYED BY QUIET TITLE ACTION CASE NO. C106-37 IN THE DISTRICT COURT OF SAUNDERS COUNTY ON THE 8TH DAY OF MAY 2006, RECORDED IN DEED BOOK 341, PAGE 1048; THENCE S89°54'50"W, ON THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 1530.82 FEET; THENCE S89°54'40"W, ON THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 2193.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S00°26'05"W, ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 1.14 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER OF SECTION 7; THENCE N89°03'20"W, ON THE NORTH LINE OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER OF SECTION 7, A DISTANCE OF 996.87 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF SOUTHEAST QUARTER OF SECTION 12; THENCE N89°31'26"W, ON THE NORTH LINE OF THE SOUTH HALF SOUTHEAST QUARTER OF SECTION 12, A DISTANCE OF 1861.23 FEET TO THE EAST RIGHT-OF-WAY OF THE BURLINGTON NORTHERN & SANTA FE RAILROAD; THENCE S00°07'44"W, ON SAID EAST RIGHT-OF-WAY, A DISTANCE OF 2642.44 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF NORTHEAST QUARTER OF SECTION 13; THENCE S89°33'51"E, ON SAID SOUTH LINE, A DISTANCE OF 1831.86 FEET TO THE POINT OF BEGINNING; CONTAINING A COMPUTED AREA OF 283.79 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS OF RECORD FOR ROAD-WAY PURPOSES.

hereinafter referred to as "Lake Allure", within which are the following platted subdivisions, or portions thereof, to wit:

- (a) Replat of Thomas Lakes First Addition, a subdivision as surveyed and platted in a part of Sections 7 and 18, Township 13, Range 10, Saunders County, Nebraska, consisting of Lots 1 through 6, inclusive, the Plat thereof having been filed in the office of the Saunders County Register of Deeds on or about February 1, 1985, and indexed in Book 3, at Page 411, in the Book of Plats of said office; and,
- (b) Thomas Lakes Second Addition, a subdivision as surveyed and platted in a part of Sections 7 and 18, Township 13, Range 10, Saunders County, Nebraska, consisting of Lots 1 through 6, inclusive, the Plat thereof having been filed in the office of the Saunders County Register of Deeds on or about September 5, 1985, and indexed in Book 3, at Page 415, in the Book of Plats of said office; and,
- (c) A portion of Thomas Lakes Third Addition, a subdivision as surveyed and platted in a part of Sections 7 and 18, Township 13, Range 10, Saunders County, Nebraska, consisting of Lots 1 through 23, inclusive, and Lots 29 through 38, inclusive, and Lots 44 through 46, inclusive, the Plat thereof having been filed in the office of the Saunders County Register of Deeds on or about March 20, 2002, and indexed in Book 4, at Page 261, in the Book of Plats of said office, and,

WHEREAS, the separate Declarant, Dennis M. Thomas and Susan K. Thomas, husband and wife, and Dennis M. Thomas, Trustee of the Thomas Family Trust, hereinafter collectively called "Thomas", will prepare and file of record with the Saunders County Register of Deeds one (1) or more Plats, hereinafter known as Lake Allure Additions, as to those un-platted portions of Lake Allure, in one (1) or more phases, subdividing the un-platted portions of Lake Allure into lots and common areas to consist of, but not be limited to, one (1) or more lakes and access roads, and,

WHEREAS, Declarant desires to make the above described real estate, and all appurtenances located thereon or which may be located thereon in the future, to be within the jurisdiction of this Declaration and subject to the covenants and restrictions herein set forth, and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the above described real estate and for the maintenance of the character and residential integrity of the above described real estate,

NOW, THEREFORE, Declarant hereby declares that all of the real estate encompassed within Lake Allure shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions.

ARTICLE I.
DEFINITIONS

Section 1.01 "Association" shall mean and refer to the LAKE ALLURE HOMEOWNERS ASSOCIATION, a Nebraska Nonprofit Corporation, its successors and assigns.

Section 1.02. "Common Area" shall mean and refer to all real estate and personal property owned by the Association and any appurtenances thereto which are for the general use, benefit, and enjoyment of the Members. Common Areas may include, but shall not be limited to:

- (a) The Lake and Lake amenities and improvements;
- (b) Recreational facilities;
- (c) Dedicated and non-dedicated roads, paths, ways, and green areas;
- (d) Signs and entrances to Lake Allure.

Personal property of the Association constituting "Common Area" may be situated on Property owned or leased by the Association, or on dedicated Property subject to written easements.

Section 1.03. "Declarant" shall mean and refer to the signatories to this Declaration, their respective heirs, personal representatives, successors and assigns.

Section 1.04. "Declaration" shall collectively mean and refer to this Declaration of Covenants, Conditions, and Restrictions of Replat of Thomas Lakes First Addition, Thomas Lakes Second Addition, a portion of Thomas Lakes Third Addition, and Lake Allure Addition, as they now exist, and as they may exist in the future and be amended from time to time.

Section 1.05. "Easements" shall mean and refer to those areas so designated on the Plats of Property and of record with the Saunders County Register of Deeds.

Section 1.06. "Lake" shall mean and refer to those areas so designated on the Plats of Property of record with the Saunders County Register of Deeds and specifically all of that area encompassed by water and or beach located between the lakeside boundary line of each Lot.

Section 1.07. "Lot" shall mean and refer to any platted and buildable Lot within the Property as surveyed and platted.

Section 1.08. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.09 "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of Property, but excluding those having such interest merely as security for the performance of an obligation, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the seller retains title solely as security for the performance of the purchaser's obligation under the contract.

Section 1.10. "Phases" shall mean and refer to the sequential development of that portion of Lake Allure owned by Thomas into Lots and Common Areas located within the boundaries of Lake Allure.

Section 1.11. "Property" shall mean and refer to Lake Allure as hereinbefore legally described, via metes and bounds description, and consisting of 283.79 acres, more or less, and the platted subdivisions located therein and the platted subdivisions located therein or portions thereof, as they now exist, and as they may exist and/or be created in the future, and may, in the future, be amended from time to time.

Section 1.12. "Thomas" shall mean Dennis M. Thomas, Trustee of the Thomas Family Trust and Dennis M. Thomas and Susan K. Thomas, husband and wife, and their respective heirs, personal representatives, successors and assigns.

ARTICLE II.
LAKE ALLURE HOMEOWNERS ASSOCIATION

Section 2.01. Every Owner of a Lot within the Property shall be a Member of the Association. Membership shall be appurtenant to and shall not be separate from ownership of any Lot. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare, and enjoyment of the Owners of Lots within Property, including, but not limited to the following:

- (a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Areas for the general use, benefit and enjoyment of the Owners.
- (b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the Common Areas, or any portion thereof, not inconsistent with this Declaration, provided always that such rules and regulations are uniformly applicable to all Owners. The rules and regulations may permit or restrict the use of the Common Areas by Owners and their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Areas.
- (c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Property, and the protection and maintenance of the residential character of Property.
- (d) All powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and any amendments thereto, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association not inconsistent with this Declaration.

ARTICLE III.
EASEMENTS

Section 3.01. A perpetual license and easement is hereby reserved in favor of Association and granted to any entity which has been granted a franchise or license to provide utilities, including cable television, to Property, or any portion thereof, to erect, operate, maintain, repair and replace said utilities on, through, under and across all areas on Property indicated as Easements. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in said easement areas but the same may be used for gardens, shrubs, landscaping, sidewalks, driveways, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

Section 3.02. The Association grants each Owner of a Lot a revocable easement to install a dock in the lake in front of Owner's Lot after the dock plans, and the location of the dock, have been approved by the Association pursuant to Article VI hereof. Docks existing as of the date of the filing of this Declaration do not require approval by the Association. Any repairs and/or additions and/or replacements of existing docks shall require the approval of the Association.

Section 3.03. Each Owner shall grant a non-exclusive easement to all other Lot Owners and guests allowing said persons to pass across and within the first twenty (20) feet of the beachfront back from the waterline. The purpose of this easement is to allow for pedestrian traffic similar to a sidewalk in a residential neighborhood. This easement may be amended or revoked by Thomas or the Association for repeated violations of the Association's Rules and Regulations, or provisions of this Declaration.

ARTICLE IV.
ACCESS

Section 4.01. Thomas, the Association, its officers, employees and agents, and contractors and repairmen designated by Thomas' and the Association, shall have the right to enter upon any Lot for the purpose of performing construction, reconstruction, surveying, maintenance, repair, making inspections and performing the duties of Thomas' or the Association hereunder, and Thomas' and the Association is hereby granted a specific easement for such purposes. Thomas and the Association will provide prior notice before entering any Lot and will be liable for any damages to the property or structures on the Lot.

Section 4.02. Nothing contained herein shall prohibit any Owner the right of ingress and egress to the Owner's Lot over the roads, to include the dedicated roads, and the roads created by easement, owned by Thomas and/or its/their respective heirs, personal representatives, successors or assigns, to include, but not be limited to, the Association.

ARTICLE V.
ARCHITECTURAL CONTROL

Section 5.01. Thomas shall have the exclusive right to establish grades and slopes for all Lots within the Property, and to fix the grade at which any buildings shall be constructed upon any Lot, in conformity with the general plan of Thomas, as amended from time to time, for the development of Property. In addition thereto, no residence, building, addition, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, propane tanks, dog house, pool house, flag pole, tennis court, mailbox, dock or shore station, or other external improvement, including shrubs, bushes, trees and other landscaping, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any of the Lots in Property, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Thomas, as follows:

- (a) An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, grading plans, detailed landscaping plans, erosion control plans, and plot plans to Thomas (herein collectively referred to as the "plans"). Such plans shall include a description of the type, quality and color of materials proposed for the exterior of such Improvement and shall include proposed final grade elevations. Concurrent with submission of the plans, Owner shall notify Thomas of the Owner's mailing address.
- (b) Thomas (with or without the advice of professional engineers or other experts retained by Thomas, in its sole discretion) shall review such plans in light of the conditions and restrictions in this Declaration and in relation to the type and exterior of Improvements which have been constructed, or approved for construction, on the Lots. In this regard, it is intended that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Thomas in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed within Property and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. Atypical Improvements and home designs such as dome houses, and A-frame houses will not be approved unless Thomas determines that construction of these Improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Thomas determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding Improvements and topography or will not protect and enhance the integrity and character of all the Lots as a quality residential community, Thomas may refuse approval of the proposed Improvement.
- (c) Written notice of any approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Thomas.

Section 5.02. Thomas may assess a fee for the review of plans, which shall be paid by the Owner submitting plans for approval. Thomas shall adopt a fee schedule for the review of plans, which may be amended from time to time by Thomas as Thomas deems necessary or appropriate. No submission for approval of plans will be considered until the designated fee has been paid. Such fee shall be commensurate with the cost of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 5.03. The approval of plans for any landscaping, building or other improvement to be placed or constructed on any Lot within Property, or for any other matter requiring prior approval, should not be deemed a waiver of the right to withhold approval of any similar plans subsequently submitted for approval.

Section 5.04. No Owner or other person or persons shall have any right to control, direct or influence the acts of Thomas with respect to the approval or disapproval of any proposed plans. No responsibility, liability or obligation shall be assumed by or imposed upon Thomas by virtue of the authority granted to it in this Article, or as a result of any act or failure to act with respect to any proposed plans. Thomas shall not be liable to any Owner or to any other person for any damage suffered or claimed on account of any act or omission which occurs in connection with review, approval, or disapproval of plans, so long as the persons involved acted in good faith on the basis of information they then possessed.

Section 5.05. Upon approval of plans for any landscaping, building, or other improvements to be placed or constructed on any Lot within Property, or for any matter requiring prior approval of Thomas, the Owner of the Lot shall deposit with Thomas a \$500.00 deposit to insure that the Owner of the Lot upon which construction of the improvement is occurring shall, during the improvement period, maintain the Lot in a reasonably clean condition, including a porta-potty facility and the collection of construction debris in an adequate dumpster. Upon completion of the construction of improvement, Thomas shall refund the \$500.00 deposit to the Owner of the Lot, less any expenses incurred by the aforementioned deposit any expense incurred by Thomas in enforcing this provision.

Section 5.06. To minimize damage to the roads located within Property, Thomas requires that all construction vehicles and equipment shall have a hard surfaced staging area provided by each Lot Owner. This hard surface staging area may be asphalt, concrete, crushed rock, or mud rock. Each Lot Owner shall provide the location, in the site plan, of this hard surfaced staging area for the approval of Thomas. The staging area must connect to the road in a manner as to eliminate potential damage to the adjoining roadway structure. After the completion of construction, material used for this staging area must be removed from the Lot. A location for placement of this staging material may be provided by Thomas.

Section 5.07. Design proposals for construction of a residence upon a Lot must be submitted to Thomas within two (2) years of the date that the Lot was purchased by Owner, unless waived by Thomas. In addition thereto, the Owner of a Lot shall have commenced construction of a residence upon a Lot within three (3) years of the date that the Lot was purchased by Owner, unless waived by Thomas.

Section 5.08. Thomas may, at anytime, assign Thomas' duties under this Article to the Board of Directors of the Association, or a committee thereof, except, that Thomas, unless waived by a written document, shall retain the exclusive right to establish grades and slopes for all Lots within Property and affix the grade at which any building shall be constructed upon any Lot in conformity with the general plan of Thomas, as amended from time to time, for the development of Property.

ARTICLE VI. MINIMUM STANDARDS FOR APPROVAL OF PLANS

Section 6.01. All Lots in Property shall be used exclusively for single family lakeside residential purposes. There shall be no more than one building, which shall be the main residence, constructed upon any Lot within Property.

Section 6.02. A one (1) story single family residence shall contain at least 1,800 square feet of floor space on the first floor level exclusive of basement, garages, and other attached accessory floor area, i.e. deck/patio.

Section 6.03. A multi story single family residence shall contain at least 1,500 square feet of floor area on the first floor exclusive of basement, garage, and other attached accessory floor area, i.e. deck/patio and at least 700 square feet of floor area on the second floor.

Section 6.04. The square footage of any other style of single family residence shall be subject to the approval of Thomas.

Section 6.05. Each single family residential structure shall have an attached garage containing not less than two (2) nor more than four (4) car stalls. Each car stall shall be a minimum of ten (10) feet by twenty-one (21) feet. Garages containing more than four (4) car stalls for single family residential dwellings shall be subject to the approval of Thomas.

Section 6.06. No dome homes, earthen homes, A-frame type homes, prefabricated homes, house trailers, single wide or double wide, mobile homes, or manufactured homes shall be permitted on any Lot in Property, subject, however, to Section 5.01 (b).

Section 6.07. Exterior Surfaces of all buildings shall be as follows:

- (a) All exposed foundation walls facing any street or road must be constructed of or faced with brick or other material consistent with the overall design of Property. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick or other material consistent with the overall design of the Property.
- (b) All buildings in Property shall have, as a minimum, a 4/12 pitch roof and either heritage type (25-45 year) asphalt shingles, cedar wood shingles, slate shingles, or metal roofing upon the roof of each building.

Section 6.08. No wood decks or steps shall be permitted on the road side of any residential structure located on Property.

Section 6.09. All buildings within Property shall be constructed in conformity with the requirements of the applicable building codes of Saunders County, Nebraska.

Section 6.10.

(a) At present there exists single family residential structures on the following Lots, to wit:

- (i) Lots 1 through 6, Replat of Thomas Lakes First Addition.
- (ii) Lots 1 through 6, Thomas Lakes Second Addition.
- (iii) Lots 29, 31, 33, 35, 37, and 38, Thomas Lakes Third Addition.

Said structures may not be in compliance with all of the Sections of Article VI hereof. Said non-conforming structures may continue to be so utilized subject to the condition that should the structure located upon a Lot be destroyed or damaged to an extent exceeding fifty (50%) percent of its fair market value immediately prior to said damage, then said structure shall be reconstructed, by the current Owner of the Lot as of the date of this Declaration, subject to the approval of the plans thereof by Thomas, or the Association, if appropriate, with the minimum square footage to be no less than the square footage of the structure as it existed prior to its destruction or damage. This subsection shall supersede Section 6.02 hereof. If the current Owner of the above Lot is not the Owner of the Lot as of the date of the destruction or damage of the structure to an extent exceeding fifty (50%) of its fair market value immediately prior to said damage, then said structure shall be reconstructed so as to be in compliance with all of the terms and conditions of this Declaration.

(b) Any addition to the existing single family residential structure located on any of the above Lots, by the current Owner as of the date of this Declaration, shall be of a square footage such that the square footage of the existing structure plus the square footage of the addition shall total at least 1,500 square feet of floor space on the first floor level exclusive of basement, garages, and other attached accessory floor area, i.e. deck/patio, and subject to Article V hereof. This subsection shall supersede Section 6.02 hereof. Any addition to the existing single family residential structure located on any of the above Lots by an Owner other than the current Owner as of the date of this Declaration, shall be of square footage that shall make said structure to be in compliance with Section 6.02 hereof.

(c) If at anytime the Owner of one or more of the above Lots voluntarily removes the structure located thereon, said new structure shall be constructed so as to be in compliance with all of the terms and conditions of this Declaration.

Section 6.11. Boat docks shall not extend more than thirty-five (35) feet into the lake unless a waiver is granted by Thomas. Docks and boat lifts shall not be placed within fifteen (15) feet of either Lot line, unless two (2) adjoining Owners have joint docks or unless written approval is received from the adjoining Lot Owner. An exception to this rule is if a Lot has less than one hundred (100) feet of shoreline. In this case, the dock or boatlift may be located at the Lot line. All boat dock and/or lift placement shall be subject to the approval of Thomas.

Section 6.12. No improvements of any type or kind shall be permitted on any Lot within the twenty (20) feet easement as set forth in Section 3.03 hereof.

Section 6.13. All fences must be approved by Thomas. Fences are allowed only on side yards from the front dwelling line to no nearer than forty (40) feet from rear lot line. Fences shall be constructed of wrought iron, and shall not exceed four (4) feet in height.

Section 6.14. No swimming pool may extend more than one (1) foot above ground level.

Section 6.15. Any exterior air-conditioning condenser unit shall be placed in the rear yard or any side yard so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or to continue, and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

Section 6.16. No repair of any boats, snowmobiles, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of twenty-four (24) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building construction operations, and then only in a neat and inconspicuous a manner as possible.

Section 6.17. No temporary structure of any character, and no car port, trailer, modular home, open basement, tool shed, or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. An Owner may erect a swing set, playground equipment, gazebo, or other non-prohibited structure on a Lot only after securing the prior written approval of Thomas. No structure or dwelling shall be moved from outside the Property to any Lot without the prior approval of Thomas.

Section 6.18. All utility service lines from each Lot line to a dwelling or other improvement shall be underground, EXCEPT for the existing overhead electrical utility service lines on Lots 29 through 38, inclusive, of Thomas Lakes Third Addition, and Lots 1 through 6, inclusive, Replat of Thomas Lakes First Addition, and Lots 1 through 6, inclusive, Thomas Lakes Second Addition, which shall be permitted to remain until such time as the Owners of said Lots agree to pay the costs of placing said electrical utility service line underground.

ARTICLE VII GENERAL RESTRICTIONS AND OTHER PROVISIONS

Section 7.01. Every Owner shall have full rights of ownership and full use and enjoyment of Owner's Lot, subject to the following restrictions:

- (a) Any Lot upon which there is not presently a single family residence, which hereafter is sold to a Class A Member, the Owner thereof shall construct upon said Lot a single family residence within three (3) years of the date of purchase. If the Owner of an undeveloped Lot, within said three (3) year period, receives a bonafide offer to purchase Owner's undeveloped Lot, then Thomas shall have the right to purchase the Lot from Owner for the original purchase price plus two percent (2%) per annum from the date of the purchase of Lot from Thomas. At least thirty (30) days prior to closing, the Owner of Lot shall notify Thomas in writing that Owner has received a purchase offer. All written notices to Thomas pursuant to this Section shall be provided by Certified Mail to Thomas at 20 Thomas Lakes, Ashland, Nebraska 68003. Thomas shall then have thirty (30) days to notify the Owner of the subject Lot as to whether Thomas's will exercise its option. If the Owner of the subject Lot does not receive a response from Thomas within thirty (30) days, then Thomas has chosen not to exercise this option to purchase.
- (b) No Lot within Property shall be subdivided or combined with an abutting Lot without the prior written consent of Thomas.
- (c) No livestock, reptiles, or poultry of any kind, which shall include, but not be limited to cattle, swine, sheep, goats, horses, snakes, or fowl, shall be raised or kept on any Lot in Property.
- (d) No noxious, offensive, or illegal activity shall be carried on upon Property, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the residents of Property.
- (e) No trailer, recreational vehicle, tent, shack, barn, or other outbuildings shall be constructed or placed upon a Lot to be used for human habitation, either temporarily or permanently, except a tent may be used for a limited time for recreational purposes. Camping overnight, whether in a tent, mobile home, or otherwise, is prohibited on all Lots that do not have a finished residence located thereon.
- (f) All garbage, refuse containers, and/or incinerators or trash burners, or other unsightly objects, shall be housed or shielded from public view by a building, enclosure, or decorative fence. Outside storage of materials, supplies, garden, lawn, or maintenance equipment of any kind whatsoever shall be prohibited, except when in actual use.
- (g) Any interior damage to a residence located on a Lot shall be promptly reconstructed or removed in a timely manner, but no later than within ninety days after the date of occurrence of the damage.

- (h) All improvements located upon a Lot shall, at all times, be kept in good condition and repair, the state of repair to be determined by Thomas, its successors or assigns.
- (i) No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over, or across any Lot in Property.
- (j) All rubbish, trash and garbage shall be promptly removed from any Lot.
- (k) All residential dwelling units shall be equipped with address numerals, which conspicuously identify the address of the dwelling unit.
- (l) Motor vehicles or trailers of any kind or type without current license plates shall not be parked or stored on any Lot other than in a completely enclosed building.
- (m) Each Owner of a Lot shall provide their own liability insurance policy for their respective Lot with a minimum total coverage of \$1,000,000.00 per occurrence.
- (n) Except as noted in Section 6.10, no Owner of any Lot may alter the exterior of the residence located upon said Owner's Lot from the original construction thereof to include, but not be limited to, siding, color of roofing materials, gutters, doors, front yard landscaping, lawn, brick, light fixtures, foundations, driveways, or sidewalks, without the written approval of Thomas, its successors or assigns.
- (o) No mini bikes, go carts, snowmobiles, or other similar vehicles, except nor more than two (2) all terrain vehicles, shall be operated on any Lot.
- (p) There shall be only one (1) basketball pole and hoop per Lot.
- (q) All pets of Owners of Lots, as permitted by the rules and regulations of the Association, must be kept in the inside of the residence located upon a Lot, unless said pet is on a leash, under control of the Owner. Further, the following breeds of dogs, or any mix of the following breeds of dogs, or any dog displaying the majority of the physical traits of anyone or more of the following breeds of dogs, more so than any other breed, to include, but not be limited to, the American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, and Rottweiler breeds of dogs shall not be permitted within Lake Allure Addition.
- (r) There shall be no advertising sign other than a "for rent" or "for sale" sign permitted on any Lot, provided that said "for rent" or "for sale" sign shall be no larger than four square feet in area.
- (s) No residence located on a Lot within Property shall be utilized for any commercial or home occupation use.
- (t) All garage doors on the residences located upon the Lots will remain closed when the garage is not in use.
- (u) All other improvements on all Lots in Property, including, but not limited to, hedges and trees, must, prior to their erection or planting, be approved by Thomas, and if so approved, shall, at all times, be kept in good condition and repair, said condition and repair to be determined by Thomas.
- (v) Each Lot owner is responsible for all sediment and erosion control on the Lot. Material, (dirt or sand) shall not be allowed to wash into the Lake. Each Lot Owner shall direct all drainage on their Lot to the Lake and not onto the adjacent Lot or road ditches. Any issues with water pooling in the front yard/road ditch areas shall be addressed by the Lot Owner. In most cases, that water should be directed to the Lake.
- (w) No stable or other shelter for any animal, livestock, fowl, or poultry, shall be erected, altered, placed, or permitted to remain on any Lot, except for a dog house. Dog houses shall not be allowed on the road side or on the beach side of the residence, only on the side lot of the residence. No dog runs or kennels may be constructed or installed on any Lot without the written permission of Thomas.
- (x) All Members or any other person or entity using or entering the Property shall be responsible for taking reasonable steps to ensure the safety of all Members and guests. Any condition or obstruction within the Property that may pose a risk of safety to the Members of their guests shall be reported to Thomas and the Association's Board of

Directors immediately. Furthermore, each Member shall take reasonable steps to warn or otherwise abate the condition or obstruction until the Board of Directors has had time to address the situation.

- (y) Thomas/Association shall have the authority to adopt and enforce Rules and Regulations that are in the best interests of the Members, though not explicitly set forth herein. No Member shall face any discipline under a new Rule or Regulation until such Rule or Regulation has been adopted by a majority of the Board of Directors and the Members have been informed of such new Rule or Regulation.
- (z) The central fresh water system shall only be used for normal household consumption. This includes drinking water, and water for sinks, toilets, and showers. The central fresh water system shall not be used for watering lawns or to facilitate the operation of a heat pump.
- (aa) The central sanitary sewer system shall only be used for normal household waste. This includes drain water for sinks, toilets, dishwashers, and showers. A central sanitary sewer system shall not be used for sump pump draining or to facilitate the operation of a heat pump.
- (bb) Any Lot upon which there is a heat pump shall not permit the discharge of excess water from the heat pump into the Lake.

ARTICLE VIII.
RESERVED RIGHTS OF THOMAS

Section 8.01. Nothing contained herein shall limit Thomas' right to:

- (a) Further develop and/or subdivide, in one (1) or more Phases, those un-platted portions of Property owned by Thomas into residential subdivisions consisting of Lots and Common Areas;
- (b) Complete excavation, grading and construction of improvements to and on any portion of Property owned by Thomas;
- (c) Alter the excavation, grading and construction plans and designs within Property, enlarge the existing Lake, and add additional Lots thereto;
- (d) Construct such additional improvements within Property as Thomas deems advisable;
- (e) At Thomas's sole discretion, transfer all or any part of Thomas' rights pursuant to this Declaration to it/their respective heirs, personal representatives, successors and assigns, and/or to the Association.

ARTICLE IX.
MISCELLANEOUS

Section 9.01. In the event an Owner fails to maintain a Lot according to this Declaration, Thomas, and/or the Association, through their agents, may, but shall not be required to, enter upon the Lot and take such action as is necessary to place the Lot in conformity with this Declaration. Prior to entering a Lot to perform such maintenance, Thomas/Association shall provide the Owner with written notice, which shall specify the required action and time in which it must be completed. If an Owner fails to comply and Thomas/Association performs such action, Thomas/Association may access the cost thereof against the Lot. When shown of record, such assessment shall be a lien upon the Lot and shall bear interest on per annum basis until paid at the rate of fourteen (14%) per cent per annum.

Section 9.02. Thomas/Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by any provision of this Declaration. Failure of Thomas/Association or of 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 9.03. Thomas/Association, or any person entitled to enforce any of the terms hereof who obtains a judgment or decree in an action brought to enforce any of the provisions hereof, shall, to the extent permitted by law, be entitled to recover reasonable fees of attorneys and other professionals and all expenses incurred or anticipated to be incurred in enforcing these covenants or any other rules or regulations adopted by Thomas/Association with regard to the Property.

Section 9.04. Neither Thomas nor the Association shall be liable to any person for damages arising out of the enforcement or non-enforcement of these covenants. The failure to enforce any portion of this Declaration shall not be deemed a waiver to the right to subsequently do so.

Section 9.05. Invalidation of any one or more of these covenants or restrictions, by judgment or Court order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

Section 9.06. These Declarations, except for Section 7.01 (a), may be amended by Thomas, or any person, firm, corporation, partnership, or entity designated in writing by Thomas, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter, these Declarations may be amended by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots covered by these Declarations. Section 7.01 (a), may be amended at anytime by an instrument signed by the Owners of not less than ninety-five (95%) of the Lots then covered by these Declarations. Any amendment to these Declarations shall be valid only upon its being recorded in the same manner as deeds shall be recorded at such time.

Section 9.07. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date these Declarations are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

IN WITNESS WHEREOF, the undersigned, being all of the Owners of Property, have executed these Declarations of Covenants, Conditions and Restrictions as of the date of the respective signatory's hereto acknowledgement.

THOMAS FAMILY TRUST

BY:

Dennis M. Thomas Trustee
Dennis M. Thomas, Trustee

Dennis M. Thomas
Dennis M. Thomas

Susan K. Thomas
Susan K. Thomas

Michael Perillo
Michael Perillo

Shea Perillo
Shea Perillo

Tim Hoffman
Tim Hoffman

Cindy S. Hoffman
Cindy Hoffman

Thomas P. Brennan
Thomas P. Brennan

Zachary J. Slagle
Zachary J. Slagle

Kristine N. Brennan
Kristine N. Brennan

Michael J. Rodgerson
Michael J. Rodgerson

Carolyn L. Rodgerson
Carolyn L. Rodgerson

Mark F. Piller
Mark F. Piller

Holly L. Rohn-Piller
Holly L. Rohn-Piller

~~RYBAK HOMES, INC., a Nebraska Corporation~~

BY:

~~_____, Its President~~

Chris Barnwell

Sheila Elijah-Barnwell

Jack J. Huck, Trustee

Ira M. Humm

Valerie J. Humm

Steven L. Luebbe

Kathleen H. Luebbe

Bodie Dostal

Amy Dostal

Jon R. Richards

Ellen G. Richards

Cecilia R. Daly

Martha F. Daly

Kent F. Apthorpe

Margaret A. Apthorpe

Nancy J. Phillips, Trustee

Craig Chesnut

Donna D. Chesnut

Ricky Lee Quistad

Linda Quistad

Vicki L. Stephenson

Joel R. Stephenson

Bobbie J. Stephenson

Adam L. Stephenson

Deidre M. Stephenson

Mary Egan

Edward O. Haffke

Deanne R. Haffke

Kenneth D. Nelson

Julie A. Nelson

[Signature]

Ricky J. Kempkes

[Signature]

Laura D. Kempkes

[Signature]

Ryan L. Hoage

[Signature]

Deborah S. Hoage

[Signature]

Justin Hernandez

[Signature]

Catherine B. Hernandez

[Signature]

Hugh M. Stirts

[Signature]

Catherine M. Stirts

[Signature]

Jeremy A. Morford

[Signature]

Jennifer L. Morford

STATE OF NEBRASKA)
COUNTY OF Sandwich) ss.

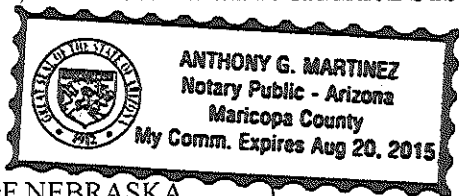
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 18th day of December, 2011, by **Dennis M. Thomas, Trustee of the Thomas Family Trust and Dennis M. Thomas and Susan K. Thomas, husband and wife (all of Lake Allure, EXCEPT Lots 1, 3, 5, 6, 7, 8, 29, 30, 31, 33, 34, 35, 36, 37, and 38, Thomas Lakes Third Addition Subdivision, and Lots 1 through 6 inclusive, First Addition, Thomas Lakes, and Lots 1 through 6 inclusive, Thomas Lakes Second Addition).**



[Signature]
Notary Public

^{Arizona}
STATE OF NEBRASKA)
COUNTY OF Maricopa) ss.

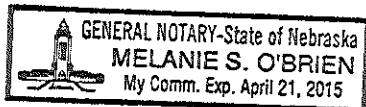
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 13 day of Feb, 2011, by **Michael Perillo and Shea Perillo, husband and wife (Lot 6, Thomas Lake Third Addition Subdivision).**



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF Sandwich) ss.

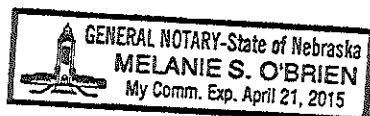
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, by **Tim Hoffman and Cindy Hoffman, husband and wife (Lot 7, Thomas Lake Third Addition Subdivision).**



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF Sandwich) ss.

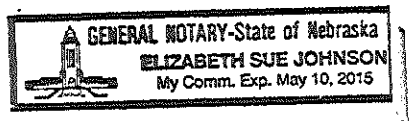
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, by **Zachary J. Slagle, single (Lot 29, Thomas Lake Third Addition Subdivision).**



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF Lincoln) ss.

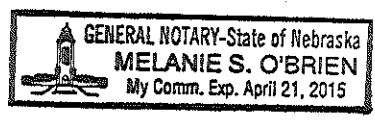
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, by **Thomas P. Brennan and Kristine N. Brennan, husband and wife (Lot 30, Thomas Lake Third Addition Subdivision).**



Elizabeth Sue Johnson
Notary Public

STATE OF NEBRASKA)
COUNTY OF Sandus) ss.

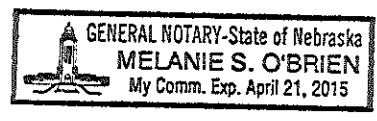
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 18th day of December, 2011, by **Michael J. Rodgerson and Carolyn L. Rodgerson, husband and wife (Lot 31, Thomas Lake Third Addition Subdivision).**



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Sandus) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, by **Mark F. Piller and Holly L. Rohn-Piller, husband and wife (Lot 33, Thomas Lake Third Addition Subdivision).**



Melanie S. O'Brien
Notary Public

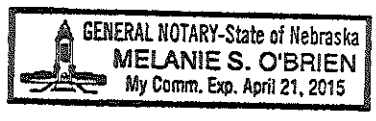
STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this _____ day of _____, 2011, by _____, **President of Rybak Homes, Inc., a Nebraska corporation.**

Notary Public

STATE OF NEBRASKA)
COUNTY OF Sandus) ss.

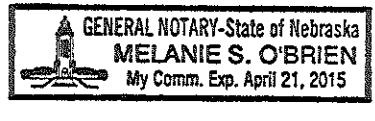
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 18th day of December, 2011, by **Chris Barnwell and Sheila Elijah-Barnwell, husband and wife (Lot 34, Thomas Lake Third Addition Subdivision).**



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Sandus) ss.

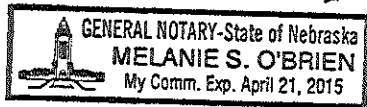
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 17th day of December, 2011, by **Jack J. Huck, Trustee under the Jack J. Huck Trust Agreement dated January 27, 2006 (Lot 35, Thomas Lake Third Addition Subdivision).**



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Saunder) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 2nd day of January, 2011, by **Ira M. Humm and Valerie J. Humm, husband and wife (Lot 36 Thomas Lake Third Addition Subdivision)**. 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Saunder) ss.

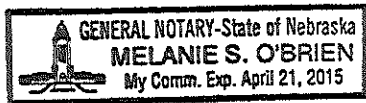
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 18th day of December, 2011, by **Steven L. Luebbe and Kathleen H. Luebbe, husband and wife (Lot 37, Thomas Lake Third Addition Subdivision)**.



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Saunder) ss.

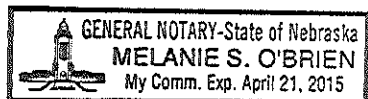
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 18th day of December, 2011, by **Bodie Dostal and Amy Dostal, husband and wife (Lot 38, Thomas Lake Third Addition Subdivision)**.



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Saunder) ss.

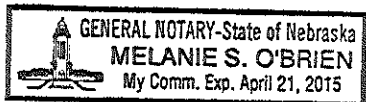
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, by **Jon R. Richards and Ellen G. Richards, husband and wife (Lot 1, Replat of Thomas Lakes First Addition)**. 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Saunder) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, by **Cecilia R. Daly, single (Lot 2, Replat of Thomas Lakes First Addition)**. 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Saunder) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 31st day of January, 2011, by **Martha F. Daly, single (Lot 2, Replat of Thomas Lakes First Addition)**. 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Saunder) ss.

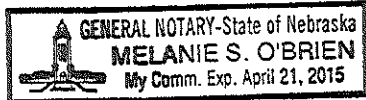
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, by **Kent F. Apthorpe and Margaret A. Apthorpe, husband and wife (Lot 3, Replat of Thomas Lakes First Addition).** 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Saunder) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 12 day of January, 2012, by **Nancy J. Phillips, Trustee of the Nancy J. Phillips Revocable Trust (Lot 4, Replat of Thomas Lakes First Addition).**



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Saunder) ss.

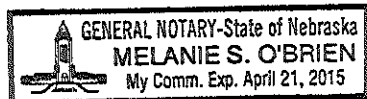
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, by **Craig Chesnut and Donna D. Chesnut, husband and wife (Lot 5, Replat of Thomas Lakes First Addition).** 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Saunder) ss.

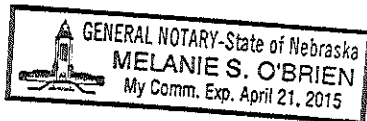
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, by **Ricky Lee Quistad and Linda Quistad, husband and wife (Lot 6, Replat of Thomas Lakes First Addition).** 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Saunder) ss.

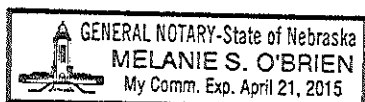
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, by **Vicki L. Stephenson (Lot 1, Thomas Lakes Second Addition).** 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Saunder) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, by **Joel R. Stephenson and Bobbie J. Stephenson, husband and wife (one-half interest in Lot 2, Thomas Lakes Second Addition).** 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Sauder) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, by Adam L. Stephenson and Deidre M. Stephenson, husband and wife (one-half interest in Lot 2, Thomas Lakes Second Addition).



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Sauder) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, by Mary Egan, single (Lot 3, Thomas Lakes Second Addition). 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this _____ day of _____, 2011, Edward O. Haffke and Deanne R. Haffke, husband and wife (Lot 4, Thomas Lakes Second Addition).

Notary Public

STATE OF NEBRASKA)
COUNTY OF Sauder) ss.

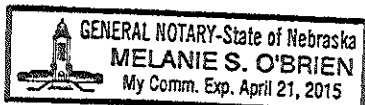
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, Kenneth D. Nelson and Julie A. Nelson, husband and wife (Lot 5, Thomas Lakes Second Addition). 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Sauder) ss.

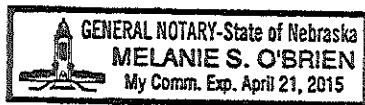
The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, Ricky J. Kempkes and Laura D. Kempkes, husband and wife (Lot 6, Thomas Lakes Second Addition). 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Sauder) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, Ryan L. Hoage and Deborah S. Hoage, husband and wife (Lot 8, Thomas Lakes Third Addition). 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Sandwich) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, Justin Hernandez and Catherine Hernandez, husband and wife (Lot 5, Thomas Lakes Third Addition). 2012



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Sandwich) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 17th day of December, 2011, Hugh M. Stirts and Catherine M. Stirts, husband and wife (Lot 3, Thomas Lakes Third Addition).



Melanie S. O'Brien
Notary Public

STATE OF NEBRASKA)
COUNTY OF Sandwich) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21st day of January, 2011, Jeremy A. Morford and Jennifer L. Morford, husband and wife (Lot 1, Thomas Lakes 3rd Addition). 2012



Melanie S. O'Brien
Notary Public