

## AMENDED MEMORANDUM OF UNDERSTANDING

This Amended Memorandum of Understanding, hereinafter referred to as "MOU," is made and entered into as of the date that each party hereto executes this MOU and to be effective as of its effective date hereinafter indicated. This MOU is entered into by and between the following, to wit:

- a. Lake Allure Homeowners Association, hereinafter referred to as "Lake Allure;"
- b. Thomas Lakes Owners Association, hereinafter referred to as "Thomas Lakes;"
- c. Thomas Family Trust, dated December 1, 2005, Dennis M. Thomas, Trustee, hereinafter referred to as "Trust"/"Trustee;" and
- d. Dennis M. Thomas and Susan K. Thomas, husband and wife, hereinafter referred to as "Thomas;"

and collectively, all of the above shall be referred to as "Parties" and individually shall be referred to as "Party."

### RECITALS

A. That Lake Allure is a Nebraska nonprofit corporation, incorporated as of September 17, 2010; that Lake Allure is governed by a board of directors elected by the members of Lake Allure; that Lake Allure exists to provide for the construction, maintenance, repair, improvements, and replacement of the roads, beach areas, and lake areas, comprising the Common Area of Lake Allure; that the area encompassed within the jurisdiction of Lake Allure consists of platted and unplatted real estate consisting of 283.79 acres and indicated as Parcel 1 of Exhibit "A," attached hereto;

B. That Thomas Lakes is a Nebraska nonprofit corporation, incorporated as of October 5, 2001; that Thomas Lakes is governed by a board of directors elected by the members of Thomas Lake; that Thomas Lake exists to provide for the construction, maintenance, repair, improvements, and replacement of the roads, beach areas, and lake areas, comprising the Common Area of Thomas Lake; that the area encompassed within the jurisdiction of Thomas Lakes consists of platted and unplatted real estate consisting of 137.88 acres and indicated as Parcel 2 of Exhibit "A," attached hereto;

C. That the Trust is the owner, along with Thomas, of all of the Common Areas of Lake Allure and Thomas Lakes and is the owner of one (1) or more lots within Thomas Lakes and one (1) or more lots within Lake Allure;

D. That Thomas is the owner, along with the Trust, of developed and undeveloped real estate within Lake Allure and is the sole and only owner of Parcel 3, consisting of 20.87 acres, as indicated on Exhibit "A," attached hereto;

E. That as of the date Thomas Lakes was formed, Lake Allure did not exist; consequently, included within Thomas Lakes was Thomas Lakes First Addition, Thomas Lakes Second Addition, and subsequently thereto, Thomas Lakes Third Addition and Thomas Lakes Fourth Addition;

F. That within the current boundaries of Lake Allure are the following Additions and lots therein which are also in Thomas Lakes, to wit:

1. Lots 1 through 6, Thomas Lakes First Addition;
2. Lots 1 through 6, Thomas Lakes Second Addition; and
3. Lots 1 through 23, Lots 29 through 38, and Lots 44 through 46 of Thomas Lakes Third Addition;

G. That a majority of the owners of lots within Thomas Lakes First Addition and Thomas Lakes Second Addition have, through a document entitled "Repeal of Thomas Lakes First Addition and Thomas Lakes Second Addition Restrictive Covenants," repealed the Restrictive Covenants which required said lots to be within Thomas Lakes Cabin Owners Association, now known as Thomas Lakes and do desire to be included within the boundaries of Lake Allure;

H. That Trust and Thomas, pursuant to a document entitled "First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements" of Thomas Lakes Third Addition and Thomas Lakes Fourth Addition, as to the aforementioned lots, described in Recital F. 3. hereof, have declared their right to remove the aforementioned lots in Third Addition from Thomas Lakes and to include said lots within Lake Allure; and

I. That the purpose of this MOU is to set forth the expectations, duties, and responsibilities of the Parties to each other reference the respective Common Areas of Thomas Lakes and Lake Allure, and specifically, those portions of the Common Areas which will be jointly used by members of Thomas Lakes and Lake Allure, the payment of Thomas Lakes and Lake Allure dues and assessments, and the formal removal of those portions of Thomas Lakes aforementioned, now located within the boundaries of Lake Allure.

NOW, THEREFORE, in consideration of the above, the Parties hereto agree as follows:

## ARTICLE I FINDINGS

1.01 The findings here and above should be and are hereby made a part of this MOU as if fully set out at length herein.

## ARTICLE II SCOPE OF MOU

2.01 The general scope of this MOU and purposes for which it is entered into between the Parties are set forth in paragraph I of the above Recitals.

## ARTICLE III SHARED RESPONSIBILITIES

3.01 Thomas Lakes and Lake Allure shall share the expenses to maintain, repair, or replace the following portions of the Common Areas of Thomas Lakes and Lake Allure, the use of which is shared by the owners of lots in both Thomas Lakes and Lake Allure, to-wit:

- a. The gate servicing Thomas Lakes and Lake Allure; including but not limited to, the related operational expense for electrical, lighting, security, and telephone service, for as long as Lake Allure residents utilize the Thomas Lakes' gate, with Lake Allure paying 30% of the expenses and Thomas Lakes the remaining 70%;
- b. That portion of Melrose Drive from the entrance gate to the intersection of Lakeshore Drive, including snow removal, with Lake Allure paying 30% of the expenses and Thomas Lakes the remaining 70%;
- c. Lakeshore Drive, including snow removal, with Lake Allure paying 60% of the expenses and Thomas Lakes the remaining 40%;
- d. Fourth of July Fireworks will be split 50%-50% between the Associations; and
- e. Security services, if the Parties use the same security firm, will be split 50%-50% between the Associations.



3.02 To coordinate the maintenance of the aforementioned Common Areas and the cost associated with said maintenance, Thomas Lakes shall appoint one (1) person and Lake Allure shall appoint one (1) person to a committee to be known as the Shared Cost Committee to oversee said maintenance, costs, and the allocation thereof to Parties.

3.03 No expenditure of funds on shared items shall take place until the Board of Directors of both Associations have approved the expenditure.

3.04 Each Association will reimburse the other Association monthly for their billed shared expenses as defined in section 3.01 provided that each expense is approved by the Board of Directors of both Associations prior to the expenditure pursuant to section 3.03.

#### ARTICLE IV NO SHARED USE/EXCEPTIONS

4.01 Except as provided in ARTICLE III hereof, and as set forth in this Article, the Thomas Lakes' members shall not be entitled to use the lake portion of the Common Areas of Lake Allure and the Lake Allure's members shall not be entitled to use the lake portion of the Common Areas of Thomas Lakes.

4.02 The only exception to the prohibition upon the Thomas Lakes' members' use of the lake portion of the Common Areas of Lake Allure are the owners with documentation rights to use Lake Allure, including, but not limited to the following lots in Thomas Lakes, to-wit:

- a. Lots 8, 10, 11, 21, 24A, 26, 27A, 30, 31, 33, 45, 46, 53, 55, 59, 63, 71, 87, 90, 93, 94, 95, 97, 98, 100, 101, 102, 103, 105, 106, 108, 110, 111 and 112,

such use shall be limited to the use of the lake portion of Lake Allure for "fishing purposes only," pursuant to a document entitled Easement dated March 20, 1985, and recorded in Book 143, at Page 10 of the Miscellaneous Records of the Saunders County Register of Deeds.

ARTICLE V  
DUES/ASSESSMENTS

5.01 After May 1, 2013, none of the owners of lots in Thomas Lakes shall be responsible for payment of dues/assessments to Lake Allure.

5.02 After May 1, 2013, none of the owners of lots in Lake Allure shall be responsible for payment of dues/assessments to Thomas Lakes.

ARTICLE VI  
EFFECTIVE DATE

6.01 The effective date of this Memorandum of Understanding shall be January 1, 2024.

ARTICLE VII  
MISCELLANEOUS PROVISIONS

7.01 The subject headings of the Articles, Sections and Paragraphs of this MOU are included for purpose of convenience only, and shall not affect the construction or interruption of any of its provisions.

7.02 This MOU, and any ancillary MOUs, certificates, instruments, and documents referred to in this MOU, constitute the entire agreement between the Parties pertaining to the subject matter of this MOU and supersede all prior and contemporaneous agreements, representations, and understandings of the Parties, including that certain Memorandum of Understanding with an effective date of May 1, 2013. No supplement, modification, or amendment of this MOU shall become binding unless executed in writing by all Parties. The waiver of any provisions of this MOU shall not be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

7.03 This MOU can be changed only when a proposed change is approved by the Parties.

7.04 This MOU may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall, together, constitute and be one of the same instrument.

7.05 This MOU shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

7.06 No Party shall be entitled to assign its rights under this MOU without the prior written consent of the other Party.

7.07 All notices, requests, demands, and other communications provided for hereunder shall be in writing and shall be deemed to have been given, when received, if personally delivered and when deposited, if placed in the U.S. mail, for delivery by certified mail, return receipt requested, postage prepaid, to the applicable Party at its address indicated below:

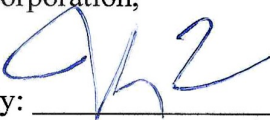

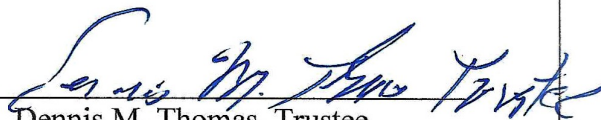

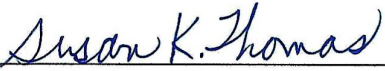
LAKE ALLURE:	Lake Allure Homeowners Association P.O. Box 13 Ashland, NE 68003
THOMAS LAKES:	Thomas Lakes Homeowners Association PO Box 83 Ashland, NE 68003
TRUST:	Thomas Family Trust c/o Dennis M. Thomas, Trustee of the Thomas Family Trust 20 Thomas Lake Ashland, NE 68003
THOMAS:	Dennis M. and Susan K. Thomas 20 Thomas Lake Ashland, NE 68003

7.08 This MOU shall be construed under and in accordance with the laws of the State of Nebraska.

7.09 Time is of the essence in all provisions of this MOU except as may be otherwise specifically stated herein.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Lake Allure, Thomas Lakes, Trust, and Thomas have hereunto set their hands the day and year of the acknowledgment of their respective signatures hereto.

	<p>LAKE ALLURE HOMEOWNERS ASSOCIATION, A Nebraska Non-Profit Corporation,</p> <p>By: <u></u> Kent Rockwell</p> <p>Title: <u>President</u></p>
	<p>THOMAS LAKES OWNERS ASSOCIATION, A Nebraska Non-Profit Corporation</p> <p>By: <u>Tom Townsend </u></p> <p>Title: <u>President</u></p>
	<p>THE THOMAS FAMILY TRUST,</p> <p>By: <u></u> Dennis M. Thomas, Trustee</p>
	<p><u></u> Dennis M. Thomas</p> <p><u></u> Susan K. Thomas</p>

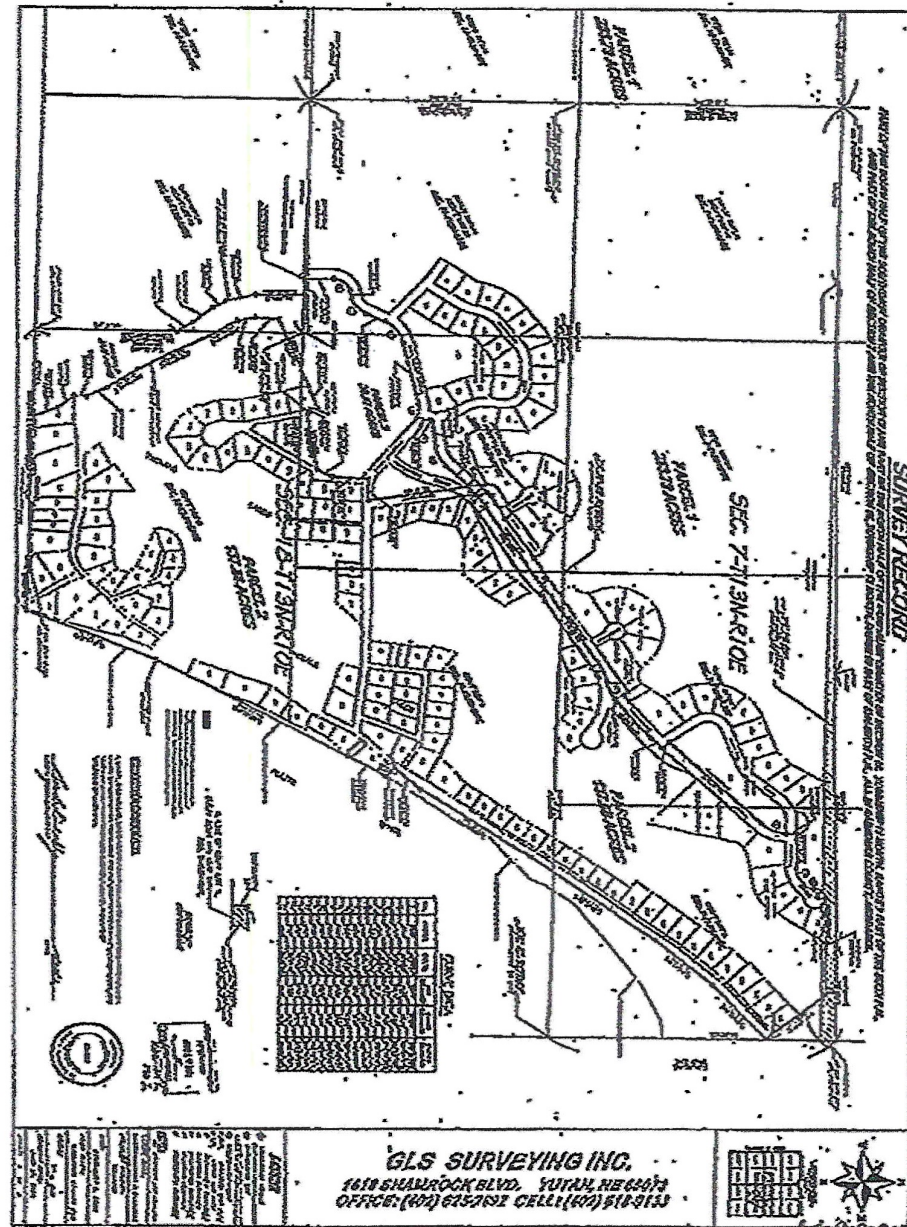


JOHN CLARK  
 RI MASTER OF DEEDS  
 55, WILKES CO. REG.  
 2012 FEB 23 AM 10:21  
 8006 416 PAGE 824  
 OF 651 INSTEAD 340

Chad EB

SEE PLAT BOOK 5 PAGE 327

340-1



GLS SURVEYING INC.  
 1618 SHAROCK BLVD. SUITE 100  
 OFFICE: (404) 615-2151 CELL: (404) 518-3153



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EXHIBIT "A"