

**LAKE ALLURE HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
AND FINE SCHEDULE
OF THE LAKE**

These Lake Allure Homeowners Association's Rules and Regulations of the Lake are made on the date shown at the close of this instrument and as of the date of any Amendment thereto.

**ARTICLE I
DEFINITIONS**

For purposes of these Rules and Regulations of the Lake, the terms below shall have the meanings as follows:

1. "**Association**" shall mean and refer to the Lake Allure Homeowners Association, a Nebraska non-profit corporation.
2. "**Committee**" shall mean the Rules and Regulations of the Lake Committee, if any, appointed by the Board of Directors of the Association.
3. "**Declaration**" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE REPLAT OF THOMAS LAKES FIRST ADDITION, THOMAS LAKES SECOND ADDITION, A PORTION OF THOMAS LAKES THIRD ADDITION, AND LAKE ALLURE ADDITION dated February 23, 2012 and recorded in Book 416, at Page 833, in the General Records of the office of the Saunders County Register of Deeds, and as said Declaration may be amended from time to time and said amendments recorded with the Register of Deeds of Saunders County, Nebraska.
4. "**Family Member**" shall mean and refer to the spouse of an Owner of a Lot, the unmarried children of an Owner of a Lot, and the adult children and spouse of an Owner of a Lot. A Family Member less than 21 years of age must be supervised by the Lot Owner when using the Lot, Residence, Lake or Lake Facilities.
5. "**Guest**" shall mean and refer to all persons who are using the Lake and Lake Facilities at the invitation and with the consent of an Owner or a Family Member of an Owner.
6. "**Lake**" shall mean and refer to the body of water, from shore line to shore line, known as Parcel _____, that area being included within the property as defined in the Declaration as described in paragraph 3 of this Article.
7. "**Lake Facilities**" shall mean and refer to any and all improvements or facilities constructed on or about property owned or controlled by the

Association, and commonly referred to as the Common Areas, and which is available for use by the Owners, their Family Members, and Guests, in their use and enjoyment of the Lake.

8. **"Lake Rules"** shall mean and refer to these Lake Allure Homeowners Association's Rules and Regulations of the Lake, as amended and supplemented from time to time.

10. **"Lot"** shall mean each Lot included within the property as defined in the Declaration as described in paragraph 3 of this Article.

11. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). A purchaser of a Lot under a land contract or similar instrument shall be deemed to be the Owner of a Lot for purposes of these Lake Rules.

12. **"Watercraft"** shall mean a vehicle, vessel, or craft designed to move across water for pleasure, recreation, or physical exercise.

13. **"Permitted Watercraft"** Permitted Watercraft shall mean conventional recreational fishing, pontoon and ski boats powered by inboard or outboard motors, canoes, paddleboats, and sailboats, jet skis or wave runners.

14. **"Non-Permitted Watercraft"** shall mean all other watercraft not indicated as Permitted Watercraft.

Any terms not herein defined with an initial capitalized letter shall have the meaning ascribed to them by the Declaration.

ARTICLE II LAKE USAGE

1. All Owners and their respective Family Members shall have the right, in common with all other Owners and Family Members, to use the Lake and Lake Facilities subject to the restrictions in these Lake Rules. The Lake and Lake Facilities may not be used by persons other than Owners or Family Members and Guests.

2. Guests shall be permitted to use the Lake and Lake Facilities subject to the following requirements:

- (a) All usage of the Lake and Lake Facilities by Guests shall be in conformance with the Lake Rules and the Declaration;

- (b) Guests must be accompanied by an Owner or a Family Member of an Owner at all times when using the Lake or Lake Facilities; and
- (c) Guests shall be registered in accordance with any Guest registration requirements adopted by the Association.
- (d) Only Permitted Watercraft shall be permitted to be used on the Lake.

3. All permitted vehicles operating at the lake must comply with these lake rules as well as Nebraska state law. In the event of any conflict between these rules and the state rules, the state rules shall control unless the provisions of the lake rules are more stringent, in which event these lake rules shall control.

ARTICLE III BOATING RESTRICTIONS

1. All Permitted Watercraft operating on the Lake must comply with these Lake Rules as well as the binding provisions of the Nebraska State Boat Act, Neb. Rev. Stat. §§ 37-1201 et seq. and binding regulations adopted thereunder, as amended from time to time (the "State Rules"). In the event of any conflict between the terms of these Lake Rules and the State Rules, the State Rules shall control unless the provisions of the Lake Rules are more stringent, in which event these Lake Rules shall control.

2. Permitted Watercraft and trailers, may be parked or stored on a Lot for no longer than twenty-four (24) consecutive hours unless stored in the garage. Notwithstanding the foregoing, Permitted Watercraft on trailers may be parked in a driveway of a Lot during the fifteen (15) day period between April 15 and April 30 and October 15 and October 30 to permit Owners to ready their Permitted Watercraft for usage and/or storage, EXCEPT for Lots 1 through 6, Thomas Lakes First Addition and Lots 1 through 6, Thomas Lakes Second Addition, who have until storage facilities are made available, to comply.

3. Each Lot Owner may install a dock in the Lake, on the Lake side, of their respective Lot pursuant to the Declaration. All boat docks must be constructed of wood, polyethylene, vinyl, fiberglass, aluminum or non-rusting material. Decking on boat docks may be made of redwood, vinyl, polyethylene, or treated wood material. Permitted boat lifts will be those made of aluminum such as "Shore Station-Hewitt: etc., or a non-rusting type of material as approved by the Association, with white or gray canopy covers, or of a canopy color approved by the Association. The plans for all boat lifts showing their size, materials, colors and configurations must be approved in accordance with the procedures set forth in the Declaration.

4. Lot Owners may use the Lake for boating prior to the commencement of the construction of their residence on their Lot, but will be required to strictly adhere to Section 5.07 of the Restrictive Covenants where: *"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.” Please see “Fine Schedule” for penalties incurred if this Rule and Covenant is not followed.

5. All Permitted Watercraft on the Lake must be owned by an Owner, must be registered with the Association, and must have affixed current Association registration sticker in a visible location on the starboard aft side.

6. At all times, the launching, marina, shore, cove, and dock areas shall be NO WAKE areas. The entire Lake shall be a NO WAKE area between 30 after sunset and 30 prior to sunrise.

7. All boats and skiers, and others being pulled by a boat, must remain a minimum of sixty (60) feet from the Lake shore and boat lifts and docks.

8. Any Permitted Watercraft found on the Lake or its shores that is not owned by an Owner or does not contain the appropriate Association registration sticker may be removed by the Association or its duly authorized agent at the expense of the owner.

9. Any Non-Permitted Watercraft found on the Lake or its shores, whether owned by an Owner or a Non-Owner, shall be removed by the Association or its duly authorized Agent at the expense of the owner of the Non-Permitted Watercraft.

10. Permitted Watercraft may be restricted during special events as deemed necessary by the Association.

11. No more than two (2) Permitted Watercraft from each Lot shall be operated on the Lake at any given time.

12. No Permitted Watercraft shall be equipped with sanitary facilities of any kind which are capable of directly discharging into the water.

13. No ballast, weighted transom, or any modification other than what the boat was equipped with from the Factory/Manufacturer (OEM) are allowed to be used on Lake Allure. Wake Surfing should be done towards the middle of the lake when safely possible.

14. The following are maximum boat and motor sizes for Permitted Watercraft operating on the Lake:

- (a) Pontoon/TriToon Boats. Maximum length is twenty-six (26) feet determined by the length of the pontoons. Decks shall not extend beyond either end of the pontoons and no inboard or outboard

motors shall exceed a maximum of two hundred twenty-five (225) horsepower.

- (b) Inboard and V-Drive Ski Boats. Maximum length is twenty-three (23) feet with a maximum of four hundred fifty (450) horsepower motors.
- (c) Inboard/Outboard. Maximum length is twenty-three (23) feet with a maximum of three hundred seventy (375) horsepower motors. No above-water or through-hull exhaust is allowed to be activated, including adjustable exhaust (captain's call, silent choice, etc.).
- (d) Outboard Boats. Maximum length is twenty-three (23) feet with a maximum of two hundred twenty (220) horsepower. Boats under eighteen (18) feet six (6) inches may have maximum of one hundred ninety (190) horsepower motors.
- (e) Boat Motors. No motors may be altered or modified from their original factory production standards to increase their performance or horsepower. No above water or through hull exhaust systems allowed.
- (f) Jet Skis, Wave Runners. All motors for jet skis, wave runners or similar watercraft shall have four (4) cycle motors EXCEPT for Lots 1 through 6, Thomas Lakes First Addition and Lots 1 through 6, Thomas Lakes Second Addition, who have until December 31, 2014, to comply.
- (g) Jetboats: Maximum length is twenty-three (23) feet with a maximum of three hundred seventy-five (375) horsepower motors. All jetboats shall have four (4) cycle motors.

*If the Association is unable to secure liability insurance coverage on any of the above Permitted Watercraft, this Lake Rule will need to be amended.

15. Boats pulling skiers, running in open waters or around islands must be run in a COUNTERCLOCKWISE direction.

16. All boats towing skiers, sleds, etc. must have an onboard observer who is thirteen (13) years or older.

17. Permitted Watercraft may not follow a person being towed (skier, etc.) closer than three hundred (300) feet.

18. Permitted Watercraft may not operate between a downed skier and the towing boat.

19. Towlines may not be towed in the water for than three hundred (300) feet. Towlines may not exceed seventy-five (75) feet in length.

20. Permitted Watercraft shall be limited to a maximum of two (2) towlines at one time except on weekends and holidays when only one (1) towline shall be permitted.

21. Permitted Watercraft with a downed skier should turn around only while turning into or toward shore in order to pick up their skier.

22. Children under twelve (12) years of age and younger must wear a U.S. Coast Guard approved life preserver when in a Permitted Watercraft.

23. No one under the age of fourteen (14) years shall operate mechanically powered Permitted Watercraft at any time.

(a) No operator under the age of sixteen (16) may pull any kind of towable, skier, or wakeboard/surfer.

24. All Permitted Watercraft must use appropriate lights if on the Lake at night.

25. Canoes, rowboats, paddleboats, any other Permitted Watercraft not operating under mechanical power, any anchored vessel, and swimmers always have right of way over any other Permitted Watercraft operating under mechanical power.

26. Chasing waterfowl with Permitted Watercraft is prohibited.

27. All water skiers or persons being towed must wear a life jacket while being towed.

28. All Permitted Watercraft towing people must have an orange warning flag on board and show it when the person being towed is down.

29. All Permitted Watercraft must have a U.S. Coast Guard-approved life saving device of Type I, II, or III, for each person on board. In addition, every Permitted Watercraft shall carry at least one U.S. Coast Guard-approved throwable flotation device.

30. All Permitted Watercrafts must have an efficient whistle or other mechanical sound producing device.

ARTICLE IV SWIMMING/SCUBA DIVING

1. Swimming across the main part of the Lake is prohibited.

2. Swimming at the boat launching and marina areas is prohibited.

5. A thirty-five (35)-foot area adjacent to Lake Side of each Lot is reserved for swimming.

6. Scuba diving is allowed only by special permit from the Association and never on weekends or holidays.

7. All scuba divers must use a flag while diving. All Permitted Watercraft must stay seventy-five (75) feet from this flag.

ARTICLE V FISHING/HUNTING

1. All fishermen must comply with these Lake Rules as well as the binding State of Nebraska fishing rules and regulations (the "State Rules"). In the event of any conflict between the terms of these Lake Rules and the State Rules, the State Rules shall control unless the provisions of the Lake Rules are more stringent, in which event these Lake Rules shall control.

2. Except for specified public use areas, fishing shall be permitted only for Owners, Family Members and Guests.

3. Fishing for walleye and large mouth bass shall be catch and release until the fish population has been established and these Lake Rules are amended.

4. No cleaning of fish shall be permitted around the Lake except in approved fish cleaning stations or at the residence of the Lot Owner who has caught a fish.

5. Fishermen shall not leave dead fish on or about the Lake.

6. Ice fishing with a maximum ten (10) inch diameter hole is permitted.

7. Anglers are limited to two (2) lines with two (2) hooks on each line. One hook means a single, double, or treble-pointed hook. All hooks attached to an artificial bait or lure are counted as one hook. These limits apply to all fishing, including rod and reel, poles, float lines, bank lines, setlines and all other types.

8. It is prohibited to possess a net (other than landing net) or seine of any type on the Lake.

9. Digging, seining and trapping for bait or any purpose is prohibited.

10. It is prohibited to import or transport carp, carpsucker, goldfish, buffalo, quillback, gar, gizzard shad or bowfin into the Lake.

11. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over, or across the property included in the Declaration as described in paragraph 3 of Article I.

ARTICLE VI SNOWMOBILING AND WINTER USAGE

1. Use of the Lake and Lake Facilities during the winter months is at the sole and exclusive risk of the Owners, Family Members and Guests. Use of the Lake and Lake Facilities is prohibited when ice conditions are dangerous. The Association will not be monitoring the ice conditions and judgment as to the ice conditions will be at the discretion of each individual.

2. Recreational snowmobiles and four-wheelers shall not be permitted on the Lake.

3. Ice fishing on the Lake shall be permitted subject to compliance with the Fishing Rules in Article V of these Lake Rules. No ice fishing tents or huts may be left on the Lake overnight.

4. No cars, trucks, or other similar motor vehicles shall be permitted on the frozen surface of the Lake.

ARTICLE VII SPECIAL EVENTS AND HOLIDAYS

1. Fireworks:

(a) Only fireworks deemed legal in the State of Nebraska may be discharged.

(b) Noise Curfew:

(1) June 27th through July 11th, from the hours of 11:00AM-11:00PM, with the exception of July 4th, when the hours are extended to midnight. In the event the joint HOA fireworks display is moved from July 4th, to an alternate date, that date shall also have hours extended to midnight.

(2) December 31st at midnight through January 1st at 1:00AM.

(c) Special Events: Any LAHOA member in good standing may apply in writing to the LAHOA Board for a one-time exemption to the dates listed above for events such as an onsite wedding. The decision of the LAHOA Board is final in approving or rejecting exemption requests.

- (d) **Fines:** Any member not adhering to the dates and hours listed above will be subject to fines by the LAHOA in accordance with fine amounts set by the Board of Directors.

**ARTICLE VIII
LAWN MAINTENANCE AND
MANAGEMENT PRACTICES
FOR PROTECTION OF THE LAKE**

1. These practices are formulated to minimize adverse effects to the water quality of the Lake. It is recommended that turf on all Lots be Super Turf II without the perennial rye or equivalent. These regulations discourage the use of bluegrass, but if it is to be used, it should be Sure Shot Kentucky Bluegrass Blend or equivalent. Perennial rye grass, zoysia grass or buffalo grass should not be used.

- (a) **Mowing:** It is recommended to return clippings to the lawn as this can provide up to 25% of the nitrogen required for the lawn. The use of a mulching mower is recommended. Following is the recommended mowing schedule:

<u>Grass Species</u>	<u>Mower Setting In Spring/Fall</u>	<u>Mow When Grass is</u>
Turf Type Tall Fescue (Super Turf II)	2 ½" – 3"	3 ½" – 4"
Kentucky Bluegrass	2"	3"

To cool the turf plant and reduce stress in June, July and August, raise the mower height one (1) inch.

- (b) **Fertilizing:** The rate of fertilizer application, the frequency of application and the source of the nitrogen will determine how fast the lawn grows. The following fertilizer plan is recommended:

<u>Grass Species</u>	<u>Timing</u>	<u>Nitrogen 1,000 Sq. Ft.</u>

Turf Type Tall Fescue	April 20-28	0.50 lbs.
	May 5-15	0.50 lbs.
	June 5-10	0.75 lbs.
	Sept. 1-10	0.75 lbs.
	Oct. 20 – Nov. 10	1.00 lbs.
Kentucky Bluegrass	April 20-28	1.00 lbs.
	May 5-15	0.75 lbs.
	June 5-10	1.00 lbs.
	Sept. 1-10	1.00 lbs.
	Oct. 20-Nov. 10	1.50 lbs.

- (c) **Watering:** Turf Type Tall Fescue should require about one-half (1/2) inch of water every five (5) or six (6) days in the driest period of the summer. Kentucky Bluegrass should require about one inch of water every five (5) or six (6) days in the driest period of the summer. The best time to water is early morning. The worst time to water is in the evening because the lawn stays wet all night which encourages disease development. Lawns watered too frequently tend to develop shallow root systems which may make them more susceptible to grub damage and heat/draught stress. If water runs off the lawn before the recommended amount is applied, turn the sprinkler off, let the water soak in for about one hour, then continue watering.
- (d) **Pest Control:** All pesticide applications should be on a specific grass type basis except for pre-emergence weed control in the spring, and grub control in mid-summer. Weed control, other than pre-emergence, should be spot treated applications rather than broadcast. All granular pesticides should be swept or blown onto the lawn off driveways and sidewalks after applications. Fungicide applications should be avoided if possible.

ARTICLE IX INTERIOR LEAST TERNS AND PIPING PLOVERS

Interior Least Terns (*Sternula antillarum athalassos*) are federally and state listed as endangered and Piping Plovers (*Charadrius melodus*) are federally and state listed as threatened. These birds nest on bare or sparsely vegetated expanses of sand and gravel. They frequently nest on river sandbars, and spoil piles at sand and gravel mines, and on beaches at lakeshore housing developments. The birds are expected in the area from 15 April to 15 August. Destruction of nests, eggs, chicks, or adults, and harassment or disturbance of the birds in any way are violations of the Federal Endangered Species Act (87 Stat.884. as amended; 16 U.S.C. 1531 *et seq.*) and the Nebraska Nongame and Endangered Species Conservation Act (37-811).

Property owners recognize that if nesting occurs on their property, these birds and their nests and young, cannot be approached or disturbed. Property owners further recognize

their responsibility to manage their site to plan construction (or other activities) outside the nesting season or to implement management practices outside of the nesting season (15 April to 15 August) that makes their property unsuitable to nesting birds. The Tern and Plover Conservation Partnership, in cooperation with the Nebraska Game and Parks Commission and U.S. Fish and Wildlife Service will, at the request of property owners, offer advice and assist property owners with management strategies. It is the goal of the Tern and Plover Conservation Partnership, Nebraska Game and Parks Commission, and the U.S. Fish and Wildlife Service to work cooperatively with property owners to proactively prevent bird-human conflicts and allow property owners to use and develop their property.

**ARTICLE X
FINE SCHEDULE**

		First Offense	Second Offense	Third Offense
1	Driving a permitted or non-permitted vehicle(ATV/UTV, Golf Carts, etc.) on Lake Allure property without a Lake Allure sticker and lot number displayed	Warning Notice	\$250.00	\$250.00 & Loss of lake access for 14 days*
2	Speeding on Lake Allure property	\$50.00 fine or Warning Notice	\$250.00	\$250.00 & Loss of lake access for 14 days*
3	Outside storage of boat, watercraft, empty trailers, broken down vehicles, etc.	Warning Notice	\$250.00	\$500.00 each subsequent 30 days violation is not corrected
4	Operating a non-permitted watercraft on Lake Allure property or Permitted watercraft without a current Lake Allure Registration Sticker	\$500.00 & loss of lake access for 30 days*	\$1000.00 Loss of lake access for 1 year*	
5	Launching watercraft from beach	\$1000.00 + immediate loss of access		
6	Violation of no wake zones and no wake hours	Warning Notice	\$250.00	\$250.00 & loss of lake access for 14 days*
7	False information provided to obtain Lake Allure sticker, fake sticker or use of same sticker on multiple watercraft.	\$1000.00 Loss of lake access for 14 days	\$1000.00 loss of lake access for 1 year*	
8	Failure to commence construction of residence within 3 year of lot purchase	\$1000.00 every 12 months until const. commences & loss of lake access		
9	Shooting of any guns on Lake Allure property unless authorized by LA Board	\$250.00 (each offense)		
10	Failure to maintain property, general upkeep, including safe storage of materials and property.	Warning	\$100.00	\$100.00 each subsequent 30 days violation is not corrected

11	Unauthorized use of common areas	Warning	\$100.00	\$500.00 per violation
12	Dogs – excessive barking, not on leash, destruction to Lake Allure Property	Warning + possible restitution costs	\$250.00 + possible restitution costs	\$500.00 + possible restitution costs, each additional occurrence
13	Uncovered dumpster during any type of construction or remodel or cleanup.	\$100 per day from Notice		
14	Dumping in a dumpster without lot owner permission	\$100 per violation		
15	Illegal dumping on LA property	\$100.00 per violation		
16	Illegal camping	\$100.00 per violation		
17	Use of lake or common areas after suspension of privileges	\$1000.00 and possible legal action		
18	Threat on Lake Allure Homeowner or Representative	\$500.00 & possible legal action		
19	Restrictive covenant violation not corrected within 60 after written notice	\$500.00 plus loss of lake privileges until corrections satisfactory to the Board have been completed		
20	Allowing guest ATV or watercraft of any kind including kayaks, canoes, paddle boards anywhere in Lake Allure Development	Loss of lake access for 1 year*		
21	Violation of Lake Allure Fishing Rules & Regulations	\$100.00 per violation		
22	Destruction of any Lake Allure property	\$250.00 + possible restitution costs		
23	Tampering with entrance gates, ramp gate or Fuel Point	\$500.00 & loss of lake privileges for 1 year + restitution costs		
24	House drainage not directed to the lake.	Warning	\$500.00 + loss of lake access until corrections satisfactory to the Board have been completed.	
25	Violation of Lake Allure Rules & Regulations not specifically listed in the fine schedule but referenced in the Rules & Regulations.	Warning	\$250.00	\$500.00 + possible loss of Lake Allure Privileges, including lake access

NOTE: While Lot owners have a deed to their lot, they do not own the water. The lake is common area. Use of the lake is a Privilege, not a Right. The privilege to use the lake can be revoked.

* Loss of lake access means loss of all watercraft, ATV and golf cart privileges and applies to the lot owner or homeowner and all family members and guests.

Fines are due 30 days after notice. Any fine not paid by the due date will be assessed a late fee of \$50.00 for each month the fine is not paid.

ARTICLE XI BOAT LAUNCH POLICY

To protect Lake Allure from invasive species, Zebra Mussels and Quagga Mussels, the boat ramp will be locked during the boating season. The boat launch policy is to be followed when launching all watercraft, their trailers or docks into the lake. Remember these invasive species can hitch a ride into our water on basically anything, including BOATS, TRAILERS, JET SKIS, CANOES, KAYAKS, that was previously used in infected waters. It takes just one exposure to possible infect our entire lake and many community recreational waters in Nebraska have already been infected. If Lake Allure were to get infected with Zebra Mussel/Quagga Mussels there is no way for us to drain the lake and eradicate them as it is spring fed.

The gate at the ramp will be locked and only board members or appointed individual, such as security, trained by the board, will have a key to open. No one is on call 24/7 to open the gate. The board will post a launching schedule during the season. If you would like to launch outside this schedule, a request must be sent in at least 48-hours in advance, but there is no guaranteed access outside the designated schedule. To be fair to everyone, please do not ask board members to make exceptions for you. We understand that having to make arrangements to put your watercraft in and out of the lake is an inconvenience. It is an inconvenience for the board members as well, but these precautions have been put into place to protect everyone's investments, and most private lakes in our area have adhere to similar policies.

Here are the criteria that each watercraft must meet before access to the lake will be permitted to launch.

- Watercraft must be tethered. A Lake Allure board member must attach a tether securing the boat and update a spreadsheet with that specific tether number so the time can be tracked. A minimum of 15 days tethered is required. Every time the watercraft is removed from Lake Allure it must be re-tethered.
- Watercraft must be registered and have all proper identification stickers adhered correctly to the watercraft. No watercraft will be permitted to be put in the lake unless they have a current Lake Allure sticker and Lot ID on their boat/jet skis.

- Contact a Board Member to launch during a designated time or submit a request at least 48-hours in advance. A schedule will be sent out during boating season and provide the contact information for your current Board Members. If you do not show-up at your scheduled time, your request may not be honored next time.
- All motorized watercraft must be put in at the designated boat launch. Anyone caught putting jet ski's or boats in without being inspected by a board member, using the ramp without permission, going around the gate, or launching from a private beach will be **fined \$1000.00** per occurrence and immediately lose their lake privilege.

Thank you for your cooperation!

NOTES:

1. Unless otherwise noted, any violation not corrected within 30 days is subject to issuance of subsequent violations each 30 days the violation remains uncorrected.
2. Violations by guests of Lake Allure members are assessed to the Lake Allure member.
3. In the event of three (3) or more violations of the same Lake Rule, in any one calendar year, the Owners and related Family Member's privileges to use the Lake and Lake Facility may be, but not be limited to, suspension for the longer of one (1) year following notice of the third (3rd) violation of the same Lake Rule or until reinstatement is granted by the Association's Board of Directors after written application for reinstatement is made to the Association Board.
4. Boats under 10hp, inflatables, and kayaks, are exempt from Lake Allure sticker requirements.
5. Thomas Lakes Owners Association has its own set of Rules & Regulations and Fine Schedule. Lake Allure members are subject to the same while on Thomas Lakes properties.

**ARTICLE XII
MISCELLANEOUS**

1. These Lake Rules and Fines may be amended from time to time by the Board of Directors of the Association. The Lake Rules and Fines, as amended from time to time, shall be made available to all Owners upon request.
2. The Owners, Family Members and Guests assume all risks associated with using the Lake and all Owners agree and covenant, on their own behalf and on behalf of their Family Members and Guests, not to make any claim or institute any action whatsoever against the Association, the Thomas Family Trust, or their respective officers, directors, employees or agents arising or resulting from their use of the Lake and Lake Facilities.

3. Each Owner agrees to indemnify and hold harmless the Association, and its officers, directors employees, and agents from and against any and all liability, loss, or damage suffered or incurred by the Association, the Thomas Family Trust, Dennis M. Thomas and/or Susan K. Thomas, or their respective officers, directors, employees or agents arising or resulting from the negligent or wrongful acts or omissions to act of the Owner, the Owner's Family Members and Guests pertaining to the Lake and the Lake Facilities.

4. Umbrella Liability Insurance: Each Owner shall obtain a Comprehensive Liability Umbrella Insurance policy with coverage of at least One Million Dollars (\$1,000,000).

5. Proof of Liability Coverage: Each Owner shall furnish to the Association and/or the Thomas Family Trust either a certificate of insurance or a copy of the declarations page of the General Liability Umbrella Insurance policy indication proof that such liability insurance coverage is in full force and effect.

6 In the event of a conflict between the terms and conditions of these Lake Rules and the terms and conditions of the Declaration, the terms of the Declaration shall control.

IN WITNESS WHEREOF, these Rules and Regulations of the Lake have been amended as of this 9th day of June, 2022.

LAKE ALLURE HOMEOWNERS
ASSOCIATION a Nebraska nonprofit
corporation,

BY: 

Kent Rockwell, Its President