

T5 Development, LLC  
% Lezlie Thomas  
264 Thomas Lake Road  
Ashland, NE 68003

October 27, 2025

Lezlie:

I am writing on behalf of the Lake Allure Homeowners Association (“LAHOA”) Board of Directors with primary regard of our inability to reach an agreement on the definition, by way of a proposed replat, of the common area upon which the current boat ramp, fueling station, and access areas are situated.

The LAHOA Board and the LAHOA property manager met with you in April 2024 to discuss the developer’s plans regarding the originally planned marina site and orientation of the new, not-yet-constructed future boat ramp near the new peninsula that the Developer was constructing on the west end of Lake Allure. All Board members were in attendance. We generally agreed to consider publicly supporting leaving the boat ramp where it is in exchange for an agreement on the perimeter of a newly-platted lot (to carve out a parcel from the large irregularly shaped Thomas-owned parcel that spans both general lake communities and holds several structures personally-owned by your family). Shortly after the meeting with the Board and the LAHOA property manager on the west side of the community, I met with you at the current boat ramp site and we generally agreed upon the shape of the contemplated replat.

Accordingly, the LAHOA Board proceeded by engaging TD2 to scope the survey and replat engagement. The LAHOA property manager and I met with them on the morning of September 15 to walk the boat ramp area site, instructing them where to place the pins thereby establishing the proposed perimeter of the proposed replatted lot in accordance to what we previously agreed on. I learned later that evening that you met at the site with the TD2 field crew after the property manager and I left the site and after the boundary was set according to my instructions, causing the surveyor to move the boundary pins of the lot creating a proposed replatted lot perimeter materially different than what we had agreed upon.

Then, after I questioned the intervention and clarified our original agreement, you delayed and finally emailed on October 9<sup>th</sup>. Following my response to that email on October 21, the LAHOA attorney fielded an email from your attorney on the same day asking about the intent. Further, he implied that LAHOA would otherwise be simply getting Outlot C for the boat ramp if the Developer were to follow its original site plan that has effectively been in place for the entirety of the Lake Allure development, which is untrue. Outlot C holds the drainage culvert that was constructed following the 2019 flood. In fact, a full lot believed to be Lot 10 of the replatted lots comprising the Lake Allure First Addition Replat had been previously indicated as the site for the marina lot. A letter from your attorney dated May 3, 2021 listed the common area lots that the Developer intended to transfer as it progressed with the development and finished various

elements of the community development. Also of note, the letter estimated completion of the dredging and development by the end of 2022.

Your impromptu intervention, delay, and effective re-trade on the Board's agreement regarding the boat ramp/marina site has caused a delay, likely additional cost, and further deteriorated goodwill with the Board and its constituents.

Examples of other situations and circumstances that challenge the remaining goodwill between the LAHOA Board, its constituents, and the Developer are numerous, with the following representing a sample:

- Drinking water well failure in late summer 2022. Despite the community well permit issued by the NDEE requiring "continuous operation" that is often achieved by multiple wells and/or standby equipment in the event of a failure, Lake Allure has only one drinking water well approximately 13 years after the initial community well permit was issued (in November 2012). When the pump failed, the LAHOA constituents demanded immediate action. More than 3 years later, the second drinking water well that was promised by the Developer is not constructed. You have cited cost as an impediment to several stakeholders (engineers and tradesmen), but not communicated directly or formally with the LAHOA Board. The Board expended community funds to have its third party engineer review the proposed well plans, a review that was finished in August 2023. As a result of that review, two features were recommended for which the Board requested options be included in the scope of the project, with the ultimate intention of the LAHOA funding. The LAHOA Board compels you to communicate the status of contractor selection and timeline; further, we compel you to include the two options we've requested in the project scope as you have previously warranted you would accommodate.
- Water treatment facility continuous poor operation. Monthly testing results have often failed the minimum requirements and after learning that some of the elements of the wastewater treatment facility were constructed either by the Developer or by different subcontractors, we've then learned that they had to be reconstructed to rectify those issues or shortcomings. Several complaints, Notices, and Memorandums (for reference, dated July 2016, December 2016, July 2017, August 2018, and November 2022) filed with NDEE (formerly NDEQ) memorialize these design and construction shortcomings. Today, construction on the final elements of the wastewater treatment facility remain incomplete and thereby, likely unsuitable for the number of houses now comprising the community in its current state. The LAHOA Board compels the Developer to communicate about the status and timing of completion; further and as a part of those communications, the Board would entertain any reasonable financial contribution tied to maintenance of wearing components of the system if doing so would ensure expeditious completion and compliant operation.
- Miscommunicated dredging and development completion timelines have maligned the community's faith in realizing quiet enjoyment of Lake Allure. During summer months,

the dredge is operating and often situated in high traffic areas on the lake, presenting extreme safety hazards and casting further doubt on any semblance of a formal dredging plan. In an effort to extract sufficient volumes of sand to finalize the development, the dredging activity has caused extreme water depths that in some cases near the shoreline. Consequently, new issues have arose causing unrest amongst the community as to whether the dredging depths have resulted in natural slumping that erodes personal beaches and threatens property improvements. Despite all watercraft and recreational vehicles requiring insurance and personal liability coverage for use of the lake, the Developer has not volunteered information regarding the same to evidence coverage of its operation. Further, the Developer has quickly indicated that the LAHOA is not an additional insured despite the fact that the association fields all of the residents' safety complaints and damage complaints. New residents understandably confuse the LAHOA as a proxy for the Developer, despite the association having no control, influence, or ownership of the common areas, which include the lake. The LAHOA Board compels the Developer to communicate the status of its contracted dredging plan, provide its certificate of insurance for the community public file, and indicate the timeline for completion.

- In conjunction with some of the concerns about the dredging activities in the preceding point, the LAHOA Board remains concerned about any continuing risks associated with certain common areas. As such, we compel the Developer to refresh its previous timeline (estimated development completion date of Fall 2022) in order for the LAHOA to adequately prepare for the turnover and receipt of certain common areas.

This Board demands a higher degree of cooperation and communication from the Developer by any means necessary. We viewed your willingness to agree on the replatted lot as a sign of progress and an event that could have signaled to the LAHOA Board and its constituents that elements of the community were nearing completion and that amicable relations with the Developer could yield meaningful progress. We urge you to reengage in order to help us begin to transition certain common areas as you've indicated in numerous formal communications in past years.

Respectfully,  
Lake Allure Homeowners Association Board

Cc: Lake Allure Homeowners Association  
Jovan Lausterer, Developer Attorney  
Patrick Pepper, LAHOA Attorney