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THOMAS LAKES FIRST ADDITION  
AND  
THOMAS LAKES SECOND ADDITION  
RESTRICTIVE COVENANTS

SAUNDERS CO. NEBRASKA  
 Entered in NUM INDEX  
 Register of Deeds Off.  
 9-25 1989 at 11A M  
 in Bk 23 Pg. 328  
 of MISC  
 [Signature]  
 Register of Deeds  
 By

STATE OF NEBRASKA )  
COUNTY OF SAUNDERS ( ss.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Melvin Thomas and Mary E. Thomas, husband and wife, do hereby certify that they are the owners of the following real property, to wit:

Lots 1 through 6 inclusive, Thomas Lakes First Addition and Lots 1 through 6 inclusive, Thomas Lakes Second Addition, Subdivisions in Section 7 and Section 18, Township 13, Range 10, East of the 6th P.M., Saunders County, Nebraska, including all streets and common areas contained within said subdivisions.

For the purpose of providing for an orderly development of said subdivisions and to preserve the residential-recreational nature of such subdivisions, the undersigned hereby imposes and adopts the following restrictions, reservations and covenants with respect to said subdivisions, to wit:

1. All lots shall be utilized only for single family dwellings or cabins and only one family may own a lot.
2. The making of new gate keys by the lot or cabin owner or any member of his family is forbidden and the loss of a key by a lot or cabin owner or family member must be immediately reported to Melvin Thomas or his successor.
3. Garbage, rubbish, and other debris shall not be disposed of within the subdivisions or in the Platte River on the cabin area side.
4. Lot owners are forbidden to trespass upon the non-subdivision areas adjacent to the cabin area. These areas are posted and are private property.
5. The use of firearms, including air rifles and sling shots, in or adjacent to the cabin area is forbidden.
6. The gate must be closed and locked from 6:00 P.M. to 6:00 A.M., with the exception of Sunday when the gate is to be locked the entire day.

7. Each lot owner shall comply with all of the rules as are duly adopted by the Thomas Lakes Cabin Owners Association.

8. The conduct of all guests and members of the lot or cabin owner's family is the direct responsibility of the lot or cabin owner, and violations of any of these regulations by said guests or family members are grounds for revocation of the lot owner's privileges of using the common areas, provided due notice is given and the lot owner has failed to remedy the situation.

9. Because of the danger inherent in deep water, ice skating, ice boating, and similar ice sports are forbidden on the lake or river. Swimming and/or diving shall be at the swimmer and/or diver's own risk.

10. Only boats registered to a bona fide lot owner shall be on the lake. All Nebraska boating rules and regulations shall be strictly enforced. There shall be no water skiing or fast boating before 10:00 o'clock A.M.

11. All boats must have liability insurance and satisfactory proof of such insurance must be furnished to Melvin Thomas or his successor prior to the operation of any boat on the lake.

12. For the safety of swimmers, boats and skiers shall stay beyond a distance of 20 feet from the shoreline when under power.

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13. Boats coming to or from shore will give right-of-way to swimmers.

14. Boat safety equipment will comply with Nebraska rules and regulations.

15. No one under age 16 is allowed to drive a powered boat, except 14 and 15 year olds may do so if accompanied by an adult.

16. No boat dock may extend more than 10 feet from the shore.

17. Mini-bikes or other non-conventional or non-licensed vehicles must fly a visible red flag no lower than five feet from ground level. Such vehicles may not be operated before 9:00 A.M. nor after 9:00 P.M. This does not apply to conventional motor vehicles operated by licensed operators.

18. Guests' dogs must be leashed or penned at all times. This regulation does not apply to lot owners who, however, will be held liable for any injuries or damage caused by their dogs. Excessive barking, either day or night, shall be grounds for removal of the dog whether owned by guests or the lot owner.

19. There shall be no more than one residence per lot. No lot shall be divided into smaller plots.

20. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any other activity be conducted which may become a nuisance to the neighborhood.

21. Each lot owner shall be required to become a member of the Thomas Lakes Cabin Owners Association. The Association shall have the authority to assess lot and cabin owners for their respective shares for street and common area maintenance and similar services. The Thomas Lakes Cabin Owners Association shall be expected to promulgate such other rules and regulations governing the use of common areas and related matters, not inconsistent with these covenants.

22. No travel trailer, mobile home or recreational vehicle shall be permitted as a permanent residence.

23. No animals, livestock or poultry of any kind shall be raised or kept on any lot except for dogs and cats as household pets only.

These covenants shall run with the land and shall be binding on all parties, future lot owners and all persons claiming under them until twenty years from the date of this agreement, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then lot owners, it is agreed to change said covenants in whole or in part.

If the parties or lot owners or any of them or their heirs, successors or assigns shall violate or attempt to violate or threaten to violate any of the foregoing covenants, it shall be lawful for any other person or persons owning any real property situated in said subdivisions to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate or threatening to violate any such covenants, to prevent him or them from so doing, including, but not limited to temporary restraining orders or temporary or permanent injunction and recovery of damages, costs and reasonable attorney fees.

Invalidation of any one or more of these covenants by judgment or court order shall in no way affect the validity of the other covenants which shall remain in full force and effect.

SIGNED this 25<sup>th</sup> day of September, 1989.

Melvin Thomas  
Melvin Thomas

Mary E. Thomas  
Mary E. Thomas



STATE OF NEBRASKA )  
COUNTY OF SAUNDERS ( ss.

The foregoing instrument was acknowledged before me on Sept 25, 1989, by Melvin Thomas and Mary E. Thomas, husband and wife.

[Signature]  
Notary Public

277  
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THOMAS LAKES SUBDIVISION  
RESTRICTIVE COVENANTS

STATE OF NEBRASKA )  
                           )ss.  
 County of Saunders)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Melvin Thomas, does hereby certify that he is the owner of the following real property, to-wit:

Lots One (1) through 112 inclusive, of Thomas Lakes Subdivision as surveyed, platted and recorded in Saunders County, Nebraska, including all street and common areas contained within said subdivision.

For the purpose of providing for an orderly development of said subdivision and to preserve the residential-recreational nature of such subdivision, the undersigned hereby imposes and adopts the following restrictions, reservations and covenants with respect to said subdivision, to-wit:

1. All lots shall be utilized only for single family dwellings or cabins and only one family may own a lot.
2. The making of new gate keys by the lot or cabin owner or any member of his family is forbidden and the loss of a key by a lot or cabin owner or family member must be immediately reported to Melvin Thomas or his successor.
3. Garbage, rubbish, and other debris shall not be disposed of within the subdivision or in the Platte River on the cabin area side.
4. Lot owners are forbidden to trespass upon the non-subdivision areas adjacent to the cabin area. These areas are posted and are private property.
5. The use of firearms, including air rifles and sling shots, in or adjacent to the cabin area is forbidden.
6. The gate must be closed and locked from 6:00 P.M. to 6:00 A.M., with the exception of Sunday when the gate is to be locked the entire day.
7. Each lot owner shall comply with all of the rules as are duly adopted by the Thomas Lakes Cabin Owners Association.
8. The conduct of all guests and members of the lot or cabin owner's family is the direct responsibility of the lot or cabin owner, and violations of any of these regulations by said guests or family members are grounds for revocation of the lot owner's privileges of using the common areas, provided due notice is given and the lot owner has failed to remedy the situation.
9. Because of the danger inherent in deep water, ice skating, ice boating, and similar ice sports are forbidden on the lake or river.

These covenants shall run with the land and shall be binding on all parties, future lot owners and all persons claiming under them until twenty years from the date of this agreement, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then lot owners it is agreed to change said covenants in whole or in part.

If the parties or lot owners or any of them or their heirs, successors or assigns shall violate or attempt to violate or threaten to violate any of the foregoing covenants, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate or threatening to violate any such covenants, to prevent him or them from so doing, including, but not limited to temporary restraining orders or temporary or permanent injunctions and recovery of damages, costs and reasonable attorney fees.

Invalidation of any one or more of these covenants by judgment or court order shall in no way affect the validity of the other covenants which shall remain in full force and effect.

SIGNED this 30th day of January, 1982.

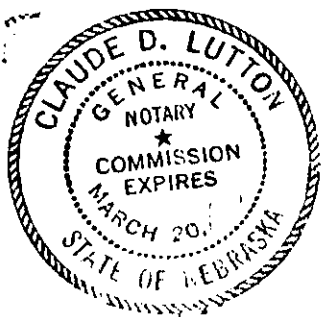
Melvin Thomas  
Melvin Thomas

Mary Thomas  
Mary Thomas

STATE OF NEBRASKA )  
                              )ss.  
County of Saunders)

On this 30th day of January, 1982, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came Melvin Thomas and his wife, Mary Thomas, to me personally known to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Claude D. Lutton  
Notary Public

38  
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SALINDERS CO. NEBRASKA  
Entered in NUM. INDEX  
Register of Deeds Off.  
2-8-82 9 AM  
In Book 703  
of MISC  
[Signature]  
Register of Deeds  
By

10. Only boats registered to a bona fide lot owner shall be on the lake. All Nebraska boating rules and regulations shall be strictly enforced. There shall be no water skiing or fast boating.
11. All boats must have liability insurance and satisfactory proof of such insurance must be furnished to Melvin Thomas or his successor prior to the operation of any boat on the lake.
12. For the safety of swimmers, boats and skiers shall stay beyond a distance of 20 feet from the shoreline when under power.
13. Boats coming to or from shore will give right-of-way to swimmers.
14. Boat safety equipment will comply with Nebraska rules and regulations.
15. No one under age 16 is allowed to drive a powered boat, except 14 and 15 year olds may do so if accompanied by an adult.
16. No boat dock may extend more than 10 feet from the shore.
17. Mini-bikes or other non-conventional or non-licensed vehicles must fly a visible red flag no lower than five feet from ground level. Such vehicles may not be operated before 9:00 A.M. nor after 9:00 P.M. This does not apply to conventional motor vehicles operated by licensed operators.
18. Guests' dogs must be leashed or penned at all times. This regulation does not apply to lot owners who, however, will be held liable for any injuries or damage caused by their dogs. Excessive barking, either day or night, shall be grounds for removal of the dog whether owned by guests or the lot owner.
19. There shall be no more than one residence per lot. No lot shall be divided into smaller plots.
20. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any other activity be conducted which may become a nuisance to the neighborhood.
21. Each lot owner shall be required to become a member of the Thomas Lakes Cabin Owners Association. The Association shall have the authority to assess lot and cabin owners for their respective shares for street and common area maintenance and similar services. The Thomas Lakes Cabin Owners Association shall be expected to promulgate such other rules and regulations governing the use of common areas and related matters, not inconsistent with these covenants.
22. No travel trailer, mobile home or recreational vehicle shall be permitted as a permanent residence.
23. No animals, livestock or poultry of any kind shall be raised or kept on any lot except for dogs and cats as household pets only.

SAUNDERS CO. NE. Entered in NUM INDEX APRIL 26  
In Bk 17 Pg 642 of MISC Blair 1983 At 2 P M  
REGISTER OF DEEDS

208  
Rec  
Ind  
Comp

AMENDMENT TO THOMAS LAKES  
SUBDIVISION RESTRICTIVE COVENANTS

STATE OF NEBRASKA )  
                          )ss.  
County of Saunders)

WHEREAS, the undersigned, as owners of the subdivision in Saunders County, Nebraska, known as Thomas Lakes, did on January 30, 1982, make and execute a document entitled THOMAS LAKES SUBDIVISION RESTRICTIVE COVENANTS, which document was recorded in the office the of the Register of Deeds in Saunders County, Nebraska on February 8, 1982 at Book 16, Page 703 of Miscellaneous Records, and

WHEREAS, Article No. 10 of said document which read as follows: "10. Only boats registered to a bona fide lot owner shall be on the lake. All Nebraska boating rules and regulations shall be strictly enforced. There shall be no water skiing or fast boating." was erroneously not completed.

THEREFORE, Article No. 10 is hereby amended to read as follows: "10. Only boats registered to a bona fide lot owner shall be on the lake. All Nebraska boating rules and regulations shall be strictly enforced. There shall be no water skiing or fast boating before 10:00 A. M. of any day."

SIGNED this 23<sup>rd</sup> day of March, 1983.

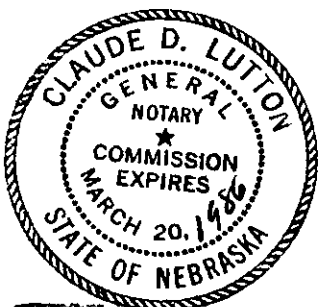
Melvin Thomas  
Melvin Thomas

Mary E. Thomas  
Mary E. Thomas

STATE OF NEBRASKA )  
                          )ss.  
County of Saunders)

On this 23<sup>rd</sup> day of March, before me, a Notary Public for said County, personally appeared Melvin Thomas and Mary E. Thomas, known to me to be the identical persons who signed the foregoing instrument and they acknowledged the execution thereof to be their voluntary act and deed.

Claude D. Lutton  
Notary Public



INDEXED: Lots 1-112 Thomas Lakes

SAUNDERS CO. N.E. Entered in NUM IN-EX  
In Bk. 147 Pg. 427 of DEEDS

SEPT 1

1989 at 2 P.M.  
REGISTER OF DEEDS

26  
Rec.   
Ind.   
Comp.

E A S E M E N T

Melvin Thomas and Mary E. Thomas, husband and wife, grantor, whether one or more, in consideration of the conditions hereinafter stated, do hereby grant and convey unto the owners and/or lessees of the following described real estate, to wit:

Lots 1 through 112 inclusive, of Thomas Lakes Subdivision, as surveyed, platted and recorded in Saunders County, Nebraska,

an easement for a pontoon boat ramp to be located generally northeasterly of Lot 90 of Thomas Lakes Subdivision as aforesaid, on a portion of the common area owned by grantor and adjacent to the lake thereat.

CONDITIONS

1. Grantee shall construct said pontoon boat ramp.
2. Said pontoon boat ramp shall be maintained by grantees.
3. Pontoon boat trailers shall not be parked or remain adjacent to said pontoon boat ramp.
4. That grantees shall erect an access system on said pontoon boat ramp in order that said access system may be locked to prohibit the unauthorized use of said pontoon boat ramp by individuals other than grantees.
5. That if said pontoon boat ramp is not maintained and locked as indicated in the above conditions, grantor has the option of removing said pontoon boat ramp.
6. That this easement shall be binding upon and shall inure to the benefit of grantors and grantees hereto and to their respective heirs, personal representatives, successors or assigns.

DATED September 1<sup>st</sup>, 1989.

Melvin Thomas.  
Melvin Thomas

Mary E. Thomas  
Mary E. Thomas

STATE OF NEBRASKA )  
COUNTY OF SAUNDERS ( ss.

The foregoing instrument was acknowledged before me on Sept 1<sup>st</sup> 1989, by Melvin Thomas and Mary E. Thomas, husband and wife

**LUREL LINDAHL**  
GENERAL NOTARIAL  
**SEAL**  
STATE OF NEBRASKA  
Commission Expires  
February 19, 1993

[Signature]  
Notary Public



**FINAL PLAT**  
**THOMAS LAKES SECOND ADDITION**  
 A SUBDIVISION IN SECTIONS 7 & 18  
 T13N, R10E SAUNDERS COUNTY, NEBRASKA

DEDICATION

Know all men by these presents that Melvin Thomas, Owner and Proprietor of the Real Estate described in the Surveyor's Certificate hereinafter set forth and attached to this plat do hereby dedicate, said real estate to be platted into Lots and Streets as shown on this plat to be hereinafter known as Thomas Lakes Second Addition, a Subdivision in Section 7 and Section 18, Township 13 North, Range 10 East of the Sixth P.M., Saunders County, Nebraska, and I do hereby dedicate to the public's use the streets as shown on this plat and said Dedication is made with the free consent and in accordance with the desires of the undersigned Owner thereof.

By Melvin Thomas  
 Melvin Thomas, Owner

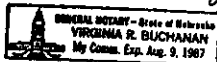
STATE OF NEBRASKA }  
 ) SS  
 COUNTY OF SAUNDERS }

Before me, a Notary Public qualified in said County, personally came Melvin Thomas, known to me to be the identical person who signed the foregoing instrument, and acknowledged thereof to be his voluntary act and deed.

Witness my Hand and Notarial Seal on July 25, 1985.

By Virginia B. Buchanan  
 Notary Public

My Commission expires Aug. 9, 1987



LEGAL DESCRIPTION

OUTER BOUNDARY DESCRIPTION:

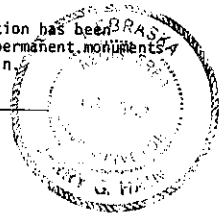
A tract of land in Sections 7 and 18, Township 13 North, Range 10 East of the Sixth P.M., Saunders County, Nebraska, being described as follows: Commencing at the Southeast Corner Lot 6, Thomas Lakes First Addition; thence N54°33'04"E (assumed bearing), parallel with the centerline of private railroad, 228.86 feet to the place of beginning; thence N35°35'19"W, 29.68 feet; thence on a 90.00 foot radius curve to the left, 141.36 feet, the chord of which bears N09°24'41"E; thence on a 243.87 foot radius curve to the right 679.10 feet, the chord of which bears N54°24'41"E; thence on a 87.46 foot radius curve to the left 139.26 feet; the chord of which bears S81°12'21"E; thence S36°49'24"E, 160.63 feet to a point 65.00 feet south of centerline private railroad; thence S53°10'34"W, parallel with said railroad, 76.42 feet; thence S54°24'41"W, parallel with said railroad, 586.40 feet; thence S54°33'04"W, parallel with said railroad, 228.65 feet; thence S54°19'14"W, parallel with said railroad, 276.65 feet; thence S59°28'45"W, parallel with said railroad, 238.11 feet, to the west line of a north-south road running along Lots 81, 82 and 83, Thomas Lake Lots; thence N12°00'00"W, along the west line said road, 52.73 feet to a point 15.00 feet south of centerline said railroad; thence N59°28'45"E, parallel with said railroad, 219.11 feet; thence N54°19'14"E, parallel with said railroad, 274.40 feet; thence N54°33'04"E, parallel with said railroad, 228.73 feet; thence N35°35'19"W 80.00 feet to the place of beginning excluding that portion of private railroad right-of-way being 15 feet each side of centerline track.

SURVEYOR'S CERTIFICATE

I, Jerry G. Hain, a Registered Land Surveyor, do hereby certify that Thomas Lakes Second Addition has been surveyed under my supervision and that the outer boundaries of said Addition are marked with permanent monuments and that the legal description of the outer boundaries of this Subdivision are as stated herein.

Date July 25, 1985

By Jerry G. Hain  
 Jerry G. Hain LS 362



APPROVALS:

I, hereby approve the numbering of Lots in Thomas Lakes Second Addition, in Sections 7 and 18, Township 13 North, Range 10 East, Saunders County, Nebraska, this 29<sup>th</sup> day of JULY, 1985.

By Louis K. Austin  
 Louis Austin, Saunder County Surveyor

The above plat was approved by the Saunders County Planning Commission.

Date 9-3-85

By Danell Powell  
 Chairman

The above plat was approved by the Saunders County Board of Supervisors.

Date 9-4-85

By Charles J. Eggen  
 Chairman

ATTEST: 9-4-85

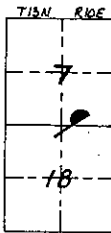
By Charles J. Eggen  
 County Clerk

415

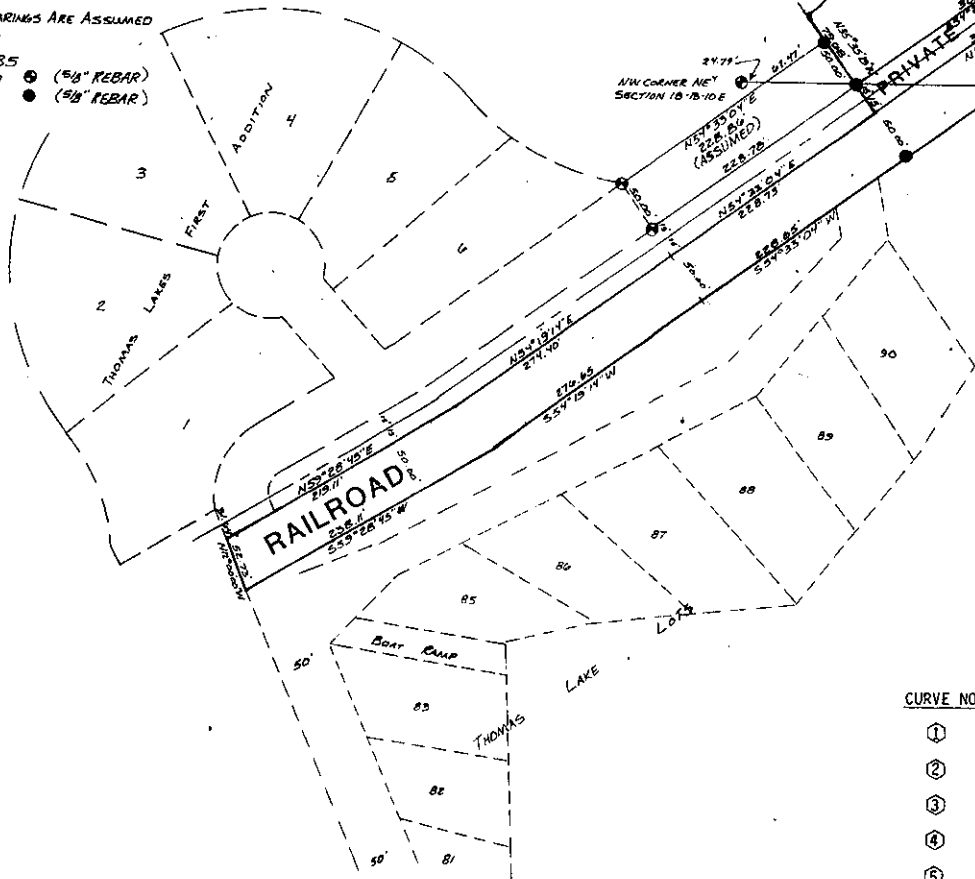
18 CORNER NW 1/4  
 SECTION 18-13-10 E

SAUNDERS COUNTY  
 NUM INDEX  
 185  
 PLATS  
 415  
 Deeds





NOTE: ALL BEARINGS ARE ASSUMED  
 SCALE 1"=100'  
 DATE 7-24-85  
 CORNER FOUND ● (5/8" REBAR)  
 CORNER SET ● (5/8" REBAR)



CURVE NO.	RADIUS
①	90.00'
②	90.00'
③	243.87'
④	243.87'
⑤	243.87'
⑥	243.97'
⑦	87.46'
⑧	87.46'
⑨	50.00'
⑩	50.00'
⑪	50.00'
⑫	50.00'
⑬	50.00'
⑭	50.00'

PLAT PREPARED BY:

 JOHNSON-ERICKSON-O'BRIEN & ASSOCIATES  
 ENGINEERING ARCHITECTURE SURVEYING

P.O. BOX 207  
 WAHOQ, NEBRASKA  
 68068

P.O. BOX 118  
 NEBRASKA CITY, NE.  
 68110

Thomas Lake 2nd addition

Plat and Dedication:

Filed \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

Grants a perpetual easement in favor of  
Omaha Public Power District,  
U.S. West Communications  
Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,  
and /or

for utility, installation and maintenance  
on, over, through, under and across  
or

a \_\_\_\_\_ foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Any additional info,

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

Declaration of Covenants, Conditions, Restrictions and Easements,

X Restrictive Covenants

Protective Covenants

or

Filed 9-25-89, in Book 33 at Page 828, Instrument No. \_\_\_\_\_

Omaha Public Power District,  
U.S. West Communications  
Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,  
and /or

for utility, installation and maintenance  
on, over, through, under and across  
or

a \_\_\_\_\_ foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Architectural Control

\_\_\_\_\_  
\_\_\_\_\_

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Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_