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Wahoo, NE 68066

2840  
DON CLARK  
REGISTER OF DEEDS  
SAUNDERS CO. NEBR.

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BOOK 273 PAGE 891

OF CW INST# 96

*Don Clark*

**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF THOMAS LAKES THIRD ADDITION AND THOMAS LAKES FOURTH  
ADDITION, SUBDIVISIONS IN SAUNDERS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by Dennis M. Thomas, Trustee of the Melvin Thomas Testamentary Trust, and Dennis M. Thomas and Susan K. Thomas, husband and wife, hereinafter referred to as "Declarant, whether one or more."

**PRELIMINARY STATEMENT**

WHEREAS, Declarant is the owner of certain real property located in Saunders County, Nebraska, and legally described as follows:

- a. Thomas Lakes Third Addition, a subdivision located partly on a parcel of land being part of Government Lot 5 in Section 7 and part of the Southeast Quarter of Section 7 and a part of Government Lot 1 of Section 18 and a part of the North Half of the Northwest Quarter of Section 18, all in Township 13 North, Range 10 East of the 6<sup>th</sup> P.M., Saunders County, Nebraska,
- b. Thomas Lakes Fourth Addition, a subdivision located on a parcel of land in the in the South Half of Section 7, Township 13 North, Range 10 East of the 6<sup>th</sup> P.M., Saunders County, Nebraska,

and,

WHEREAS, Thomas Lakes Third Addition consists of Lots 1 through 46, inclusive, and the dedicated roads therein as indicated on the Dedication Plat of Thomas Lakes Third Addition filed of record in the office of the Saunders County Register of Deeds on or about March 20, 2002, and indexed at Book 4, Page 261, in the Book of Plats of said office, and,

WHEREAS, Thomas Lakes Fourth Addition consists of Lot 1, and the dedicated roads therein as indicated on the dedication plat of Thomas Lakes Fourth Addition filed of record in the office of Saunders County Register of Deeds on or about March 20, 2002, and indexed at Book 4, Page 277, in the Book of Plats.

WHEREAS, Declarant is the owner of certain other real property, known as Thomas Lakes, located in Saunders County, Nebraska, which consists of the following, to wit:

- a. Thomas Lake Subdivision, consisting of Lots 1 through 112, filed of record in the office of the Saunders County Register of Deeds on or about October 6, 1977, and indexed at Book 2, Page 359 in the Book of Plats of said office, and the Replat of Lots 93 through 112, filed of record in the office of the Saunders County Register of Deeds on or about April 23, 1987, and indexed at Book 3, Page 420 in the Book of Plats of said office;
- b. Thomas Lakes First Addition, Replat, consisting of Lots 1 through 6, filed of record in the office of the Saunders County Register of Deeds on or about February 1, 1985, and indexed at Book 3, Page 411 in the Book of Plats of said office;
- c. Thomas Lakes Second Addition, consisting of Lots 1 through 6, filed of record on or about September 5, 1985, and indexed at Book 3, Page 415 in the Book of Plats of said office;

- d. All lakes, all beach areas between lakes and lot lines fronting said lakes, all roads, and all boat ramps in Thomas Lakes, known as the Common Area,

and,

WHEREAS, Declarant has sold numerous lots in Thomas Lakes to other individuals, and

WHEREAS, Declarant leases lots in Thomas Lakes owned by Declarant to persons who have erected thereon improvements, and,

WHEREAS, Declarant, along with the owners of lots in Thomas Lakes and the owners of improvements upon said lots, have formed a Nebraska non-profit corporation known as Thomas Lakes Owners Association, its purpose being to provide for the maintenance of all of the Common Area within Thomas Lakes, and

WHEREAS, Thomas Lakes Owners Association has agreed to the inclusion of Thomas Lakes Third Addition and Thomas Lakes Fourth Addition, including the lots therein, and the dedicated roads into Thomas Lakes Owners Association, the effect being that all members of the Association may utilize all Common Areas in Thomas Lakes, Thomas Lakes Third Addition, and, Thomas Lakes Fourth Addition, and,

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities of Thomas Lakes Third Addition and Thomas Lakes Fourth Addition, for the use and enjoyment of the residents of Thomas Lakes Third Addition and Thomas Lakes Fourth Addition, and

WHEREAS, a portion Lots 44, 45, and 46 of Thomas Lakes Third Addition may be utilized only as the area where the central utility systems of Thomas Lakes Third Addition and/or Thomas Lakes Fourth Addition, or any portion of Thomas Lakes serviced thereby, shall be located and are hereafter referred to as the Utility Lots,

NOW, THEREFORE, the Declarant hereby declares that lots in Thomas Lakes Third Addition and the lot in Thomas Lakes Fourth Addition shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Thomas Lakes Third Addition and Thomas Lakes Fourth Addition and to permit the residents to realize the full enjoyment of Thomas Lakes Third Addition and Thomas Lakes Fourth Addition subject to all and each of the following conditions and other terms:

#### ARTICLE I DEFINITIONS

1. Association. "Association" shall mean and refer to THOMAS LAKES OWNERS ASSOCIATION, a Nebraska non-profit corporation, its successors and assigns.
2. Common Area. "Common Area" shall mean all areas for the general use, benefit and enjoyment of the Members of the Association. Common Area shall include, but shall not be limited to, all lakes, all beach areas between lakes and lot lines fronting said lakes, all roads, and all boat ramps in Thomas Lakes, Thomas Lakes Third Addition, and Thomas Lakes Fourth Addition.
3. Declaration. "Declaration" shall collectively mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements for Thomas Lakes Third Addition and Thomas Lakes Fourth Addition, as such may be amended from time to time.
4. Development Review Committee or DRC. "Development Review Committee" or "DRC" shall mean the Declarant until the earlier of: (a) ten (10) years from the date this Declaration is recorded with the Saunders County Register of Deeds; or (b) the date Declarant records a "Termination of DRC Status" with the Saunders County Register of Deeds, at which time the Board of Directors of the Association, or a committee appointed by the Board of

Directors of the Association, shall succeed to the status of the Development Review Committee and shall have all rights and perform all duties associated therewith.

5. Member. "Member" shall mean every person or entity who holds membership in the Association either as a lessee of a lot in Thomas Lakes Third Addition and Thomas Lakes Fourth Addition or as an owner of a lot in Thomas Lakes Third Addition or Thomas Lakes Fourth Addition.

6. Owner. "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 the lot for purposes of this Declaration.

7. Lessee. "Lessee" shall mean and refer to every person or entity to whom a lease of a lot in Thomas Lake Third Addition and Thomas Lakes Fourth Addition is made by Declarant.

8. Improvement. "Improvement" shall mean any appurtenances or structures located upon a lot in Thomas Lakes Third Addition and Thomas Lakes Fourth Addition.

9. Lot. "Lot" shall mean Lots 1-43, inclusive, in Thomas Lakes Third Addition and Lot 1 in Thomas Lakes Fourth Addition.

10. Utility Lot. "Utility Lot" shall mean Lots 44, 45, and 46 of Thomas Lakes Third Addition, a portion of which may be utilized only as the area where the central water and sewer system of Thomas Lakes Third Addition, or any portion of Thomas Lakes serviced thereby, shall be located. The unused portion of said lots may be utilized for purposes, associated with Thomas Lakes, as determined by Declarant.

## ARTICLE II RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes.

2. No residence, building, addition, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, 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 Thomas Lakes Third Addition, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Development Review Committee, 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 the DRC (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 the DRC of the Owner's mailing address and shall pay the DRC a plan review fee of \$250.
- b. The DRC (with or without the advice of professional engineers or other experts retained by the DRC, in its sole discretion) shall review such plans in light of the conditions and restrictions in Article II of 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 the DRC

in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed within the Thomas Lakes Third Addition and Thomas Lakes Fourth Addition 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 the DRC determines that construction of these Improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If the DRC 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, the DRC 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 the DRC.
- d. No Owner, or combination of Owners, or other person or persons shall have any right to any action by the DRC, or to control, direct or influence the acts of the DRC with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the DRC by virtue of the authority granted to the DRC in this Article, or as a result of any act or failure to act by the DRC with respect to any proposed Improvement.

3. No single-family residential structure shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which shall exceed the following:

- a. A one story single family residence shall contain at least 1800 square feet of floor space on the first floor level exclusive of basement, garages, and other attached accessory floor areas, i.e., deck/patio.
- b. A one and one half story single family residence shall contain at least 1500 square 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.
- c. The square footage of any other style of single family residence shall be subject to the approval of the DRC.
- d. All Improvements within Thomas Lakes Third Addition and Thomas Lakes Fourth Addition shall be constructed in conformity with the requirements of the applicable building codes of the jurisdiction in which the Improvements are located. At present, said jurisdiction is Saunders County, Nebraska.

4. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale"; nor shall a Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. The foregoing restriction in this Article II, Section 4 shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, or its agents and assigns, during the development and sale of Lots.

5. No exterior radio antenna or television satellite receiving dish of any type shall be permitted on any Lot, provided, however, a television satellite dish that is designed to receive

over-the-air programming signals that does not exceed one meter in diameter and that is attached directly to the residence, may be permitted if the location and size of the proposed television satellite dish is approved in writing by the DRC.

6. 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 as neat and inconspicuous a manner as possible.

7. No boat, snowmobile, motorcycle, four wheeler, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure). No motor vehicle may be parked or stored outside on any Lot, except automobiles, SUV's and passenger vans and trucks driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Article II, Section 7 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other Improvements during the period of construction. All Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable governmental zoning ordinances.

8. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted outside, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards.

9. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

10. All fences must be approved by the DRC pursuant to Section 2 of this Article II. Unless otherwise specifically approved by the DRC: (a) no fence shall be constructed closer than forty (40) feet of the Lot's common boundary with a lake; and (b) perimeter fences or hedges or mass plantings shall not exceed six (6) feet in height.

11. Owners shall take all necessary precautions to ensure that construction, landscaping and lawn maintenance activity does not result in erosion and does not contaminate the lakes. Owners shall install siltation fences and other erosion control devices during construction of Improvements and until their Lots are sodded or until seeded yards are reasonably established, which siltation fences and/or erosion control devices shall be installed in a manner which will eliminate or substantially reduce erosion and runoff of soil from the Lot to the lakes. The Declarant and the DRC may require Owners to install siltation fences or erosion control devices and measures in such locations, configurations, and designs as they may determine appropriate in their sole and absolute discretion.

12. No swimming pool may extend more than one foot above ground level.

13. Construction of any Improvement shall be completed within eighteen (18) months from the date of commencement of excavation or construction of the Improvement. Each Owner agrees that failure to complete construction in a timely manner will be a nuisance and eye sore to the Thomas Lakes Third Addition and Thomas Lakes Fourth Addition neighborhood and will hinder the Declarant's ability to maintain the desirability and attractiveness of the Thomas Lakes Third Addition and Thomas Lakes Fourth Addition. Each Owner further agrees that the damages to the Declarant for its breach of this Article II, Section 13, shall be difficult to measure precisely in money damages and therefore agrees to pay to Declarant the sum of Thirty and no/100 Dollars (\$30.00) per day as liquidated damages for each day that it violates this Article II, Section 13, which sum the Owner agrees is reasonable. The number of days for which damages shall be paid shall be measured from the date of first breach until the date on which the Owner secures a

certificate of occupancy from the local governing body, or secures such other certificate or documentation evidencing substantial completion of the Improvements. Declarant may enforce any breach of this Article II, Section 13, in the courts of Saunders County, Nebraska, and shall be entitled to recover as additional damages its expenses, costs and fees (including reasonable attorney fees to the extent permitted by law) in recovering such damages.

14. The final grade of the Lot must result in all surface water draining from the street side of the Lot to the boundary of the Lot adjacent to a lake. As provided in Article II, Section 2, grading plans must be submitted to and approved by the DRC prior to commencement of Improvements to any Lot. The DRC shall review the grading plans in light of the master grading plan for Thomas Lakes Third Addition and Thomas Lakes Fourth Addition, the requirements of this Declaration, and commercially recognized development and engineering standards provided, however, it is ultimately the responsibility of every Owner to grade their Lot in a manner consistent with the master grading plan for Thomas Lakes Third Addition and Thomas Lakes Fourth Addition.

15. 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 one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns. Doghouses shall only be allowed adjacent to the rear of the residential structure, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot. No livestock or agricultural-type animals shall be allowed in the Thomas Lakes Third Addition, including pot-bellied pigs.

16. Any exterior air conditioning condenser unit shall be placed on the lake side or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or 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. All Lots must be fully sodded or seeded following completion of construction of the residential structure on the Lot. 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.

17. No residential structure shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one Owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot with the written approval of the DRC.

18. No temporary structure of any character, and no carport, 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, pool house, gazebo, or other non prohibited structure on a Lot only after securing the prior written approval of Declarant. No structure or dwelling shall be moved from outside Thomas Lakes Third Addition and Thomas Lakes Fourth Addition to any Lot without the written approval of the DRC.

19. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

20. Owners shall be permitted to construct retaining walls on their Lots, docks and/or other boating convenience features on the lake abutting their Lot, hereinafter called "Lake Improvements", provided: (a) such Lake Improvements shall be subject to written approval of the DRC in accordance with the procedures of Section 2 of this Article II; (b) the construction and maintenance of such Lake Improvements shall not violate any of the provisions of this Declaration; (c) the construction and maintenance of such Lake Improvements shall conform with the requirements, conditions and restrictions of the Rules and Regulations of the Association, as hereinafter defined; and (d) the construction and maintenance of such improvements shall not violate any of the covenants, terms, conditions, restrictions and easements as set forth herein.

ARTICLE III  
COMMON AREA

Subject to the Articles of Incorporation and By-Laws of the Association of the Thomas Lakes Owners Association, now in existence and as the same may from time to time be amended, and applicable Rules and Regulations of the Association, now in existence and as the same may from time to time be amended, each Member shall have a right to use and enjoy the Common Area, which right shall be appurtenant to and shall pass with the title of every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Area by other Members of the Association.

ARTICLE IV  
HOMEOWNERS ASSOCIATION

Each Owner of a Lot in Thomas Lakes Third Addition and Thomas Lakes Fourth Addition shall be a Member of the Thomas Lakes Owners Association, a Nebraska non-profit corporation, and as such, shall be subject to the Articles of Incorporation, By-Laws, and the Rules and Regulations of said Association, now in existence and as the same may from time to time be amended.

ARTICLE V  
EASEMENTS AND CHARGES

1. A perpetual license and easement is hereby reserved in favor of and granted to any company granted a right, pursuant to Nebraska statutes, and/or a franchise or license by the appropriate political subdivision of the State of Nebraska to provide utilities within Thomas Lakes Third Addition and Thomas Lakes Fourth Addition, their successors and assigns, to erect, operate and maintain, repair and renew poles, wires, crossarms, downguys and anchors, cables, conduits and other related facilities; and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power for the transmission of signals and sounds of all kinds, including signals provided by a cable television system, and the reception thereon, over, through, under and across a five (5) foot strip of land abutting the street side boundary of each Lot and a five (5) foot strip of land abutting all side boundaries of the Lots.
2. Other easements are provided for in the final plat of Thomas Lakes Third Addition and Thomas Lakes Fourth Addition which are filed in the office of the Register of Deeds of Saunders County, Nebraska.
3. Each Lot is restricted by covenants, conditions and easements of record with the Register of Deeds of Saunders County, Nebraska.
4. An easement is reserved for the Association and Declarant, and their respective agents, employees and contractors, on and across each of the Lots for ingress to and egress from the Lots as necessary or appropriate to effect repairs and maintenance as necessary and appropriate for the operation, maintenance and repair of the Common Area as may be adjacent to the Owner's Lot.

ARTICLE VI  
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant, the Association, or any Owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by 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.

2. This Declaration and the covenants, conditions, restrictions and easements of this Declaration shall run with and bind the land in perpetuity and shall be binding upon all persons or entities having or acquiring any right, title or interest in Thomas Lakes Third Addition and Thomas Lakes Fourth Addition. This Declaration may be amended by Declarant in any manner which Declarant may determine in Declarant's full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots covered by this Declaration.
3. By written consent of the Declarant for a period of ten (10) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in Declarant's full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on Thomas Lakes Third Addition and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.
4. One or more Declarants, their respective heirs, personal representatives, successor or assign, may terminate their status as a Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as a Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as a Declarant in place of the resigning Declarant, and such appointee shall thereafter serve as one of the Declarants with the same authority and powers as the original resigning Declarant.
5. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

3<sup>rd</sup> IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this day of July, 2002.

MELVIN THOMAS TESTAMENTARY TRUST

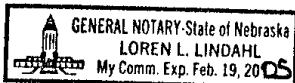
By: Dennis M. Thomas, Trustee  
Dennis M. Thomas, Trustee

Dennis M. Thomas  
Dennis M. Thomas

Susan K. Thomas  
Susan K. Thomas

STATE OF NEBRASKA )  
COUNTY OF SAUNDERS ) ss.

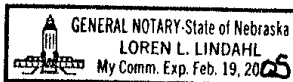
The foregoing instrument was acknowledged before me on this 3<sup>rd</sup> day of July, 2002, by Dennis M. Thomas, Trustee of the Melvin Thomas Testamentary Trust.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF SAUNDERS ) ss.

The foregoing instrument was acknowledged before me on this 3<sup>rd</sup> day of July, 2002, by Dennis M. Thomas and Susan K. Thomas, husband and wife.



[Signature]  
Notary Public