

# **Amendment to Woodcliff, Inc. Covenants and Second Declaration of Covenants, Conditions and Restrictions Of Woodcliff Lakes Association**

This declaration shall amend and extend the Declaration of Covenants, Conditions and Restrictions of the Woodcliff, Inc. dated October 18, 1979, and filed in Book 15, Page 311, Misc. Records of Saunders County, Nebraska; This Declaration of Covenants shall also supplement the Declaration of Covenants of Woodcliff Lakes, Inc. dated October 30, 1979 and filed in Book 15, Page 318, Misc. Records of Saunders County, Nebraska.

It is the intention of the undersigned lot owners, consisting of the owners of more than fifty (50%) percent of the lots covered by this Declaration, to enact this Declaration of Covenants to amend, revise and extend the above referenced Covenants of Woodcliff, Inc. and to supplement the Covenants referred to above as the Covenants of Woodcliff Lakes, Inc., and further, to protect the value and desirability of the real property of the Woodcliff subdivision and the right of enjoyment of its members.

Woodcliff Lakes Subdivision is a subdivision surveyed, platted and recorded in the Saunders County Register of Deeds, Saunders County, Nebraska, in Cadastral Book #3, Pages 36-43, as amended by the Settlement Agreement of Case No. CI03-51, in the District Court of Saunders County, Nebraska, and the quitclaim deeds pertaining thereto as filed in Book 306, Pages 1101-1105. Woodcliff Lakes Subdivision has been developed as, and is intended to be maintained as, a residential recreation area.

All lots, tracts, lakes, roads and other common areas, contained within the Woodcliff Lakes Subdivision shall be subject to the following easements, restrictions, covenants and conditions, which Covenants shall run with the land and be binding on all persons unless amended or modified as hereinafter provided.

## **MEMBERSHIP**

There shall be one membership allotted in Woodcliff Lakes, Inc., also referred to as Woodcliff Lakes Association, and also referred to as "Association", for each platted lot or tract within Woodcliff subdivision, with the lessee, contract purchaser or record owner, in that order, holding the membership. Each member must abide by the Rules and Regulations and By-laws of Woodcliff Lakes, Inc. and is responsible for taxes, association fees, and special assessments.

## **DEFINITIONS**

"Board of Directors" or "Board" shall mean the Board of Directors of the Woodcliff Lakes Association.

## **PROPERTY RIGHTS**

### **Easements of Enjoyment**

Every member shall have a right and easement of use and enjoyment of common areas, subject to the following provisions:

- a) The right of the Board to charge reasonable fees for any reserved use of the common areas. The Board may enact Rules and Regulations to provide for a fee schedule, which fee schedule shall be available at the Woodcliff Lakes Association office.
- b) The right of the Board to adopt and promulgate Rules and Regulations with respect to the use of the lakes, roads, and common areas. Use or maintenance of common ground does not give a member the right to exclusive use of that portion of common ground or claim of ownership by reason of adverse possession.

### **Enforcement**

Any member, upon observing a violation of these Covenants or the By-laws or Rules and Regulations of Woodcliff Lakes, Inc., may register a written complaint with the Woodcliff Lakes Association office. Complaints will be addressed by the Board. The Board may involve Woodcliff Security. If the violation requires immediate attention, Woodcliff Security should be called and the complaint form filed with the office of the Board within one week. In addition, the Board or any member shall have the right to enforce, by a proceeding at law or in equity, all Covenants or Rules and Regulations now or hereinafter imposed pursuant to this Declaration, either to prevent or restrain any such violation, or to recover damages for such violation, including appropriate legal fees.

The Board shall have the right to adopt and assess penalties for violations. The Board has the right to enforce disciplinary action for failure to pay liquidated damages, dues or assessments, for any infraction of adopted Covenants, By-laws, Rules and Regulations, or for any other act or omission detrimental to the affairs of the Association. Disciplinary action can include suspending voting rights, right to access facilities, functions, and services of the Association, and/or the right to use the lakes, roads and common areas, save for ingress and egress from the main gate to the member's lot by use of the roads.

### **Delegation of Use**

Any member may delegate his right of enjoyment to the common areas and facilities to members of his family.

### **Utility Easements**

Perpetual license and easement are reserved for power, telephone, cable and other utility companies to erect, operate, maintain, and repair facilities.

### **Retaining Ownership of Common Ground**

Woodcliff Lakes, Inc. shall not sell, encumber, or assign any of the lakes, roads, or common areas without approval by a majority of the entire membership of the Association. Decisions to vote for the sale, encumbrance, assigning of any such property shall be at the sole discretion of the Board.

## **RESTRICTIONS**

### **1. Residential Single Family Dwellings**

All lots, except for Tracts 1 through 7, shall be used exclusively for residential purposes and the use thereof shall be limited to single-family dwellings, except the residence of Woodcliff Security personnel shall be allowed, at the discretion of the Board, to maintain a security office at their residence. Single-family dwellings shall mean a detached building designed exclusively for occupancy by one family.

### **2. Leasing**

No residence shall be leased to another person, firm, or corporation.

### **3. Building Size Specifications and Lot Placement**

All new construction of buildings used as a residence that are created and/or altered on any lot must contain at least 1,200 square feet of living area. All newly constructed buildings must comply with all governmental laws, including Saunders County zoning laws, which currently require all portions of the new construction to be at least 20 feet from the road, 10 feet from side lot lines, and 25 feet from Lake Ski-Di, Lake Tirawa, or the Platte River.

### **4. Approval of Construction Plans**

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the property, nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same are submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the Board or its designee. Change or alteration refers to any structural changes; it does not refer to regular maintenance and upkeep. If there is any question as to whether something is a change or alteration in structure, or a regular maintenance or upkeep, the decision of the Board, in its sole discretion, shall control. The Board or its designee will mail notice of approval or disapproval of the application to the last known address of the applicant within 40 days of the date of submission. An expedited approval may be requested and may be granted at the discretion of the Board.

### **5. Construction Sites**

For the period of new construction, it is permissible for the builder to maintain facilities required, convenient, or incidental to the construction including but not limited to a storage area, construction yard, and signs. Builders shall be required to make a deposit to Woodcliff Lakes, Inc. and maintain a clean construction site including port-a-potty facilities and the collection of construction debris in adequate dumpsters. The deposit will be returned to the builder on completion of the structure and a satisfactory site inspection by the Board or its designee. The appropriate deposit amount shall be determined by Rules and Regulations promulgated by the Board.

## **6. Docks and Boat Lifts**

All docks and boat lifts shall be constructed or installed only after first submitting plans and specifications in writing to the Board and securing its written approval. No permanent structures, such as boathouses or gazebos, will be constructed on Lake Ski-Di, Lake Tirawa, or the Platte River. No dock shall be constructed such that it extends more than 25 feet into the lake. Provided the plans and specifications are in accord with this provision, and are in harmony with the external design and location in relation to the surrounding docks and boat lifts, and topography, the plan shall be approved in writing by the Board within 40 days of submission for the same. An expedited approval may be requested and may be granted at the discretion of the Board.

## **7. Pre-Constructed Buildings**

No building shall be moved from outside of Woodcliff onto any lot.

## **8. Damage to Neighboring Lots**

No grading or installation of improvements shall be done on any lot or common area so as to cause damage to the neighboring building or lots.

## **9. Visibility**

No fence or solid shrubbery or planting shall be placed within twenty-five (25) feet of Lake Ski-Di, Lake Tirawa, or the Platte River so as to interfere with the view of the neighboring lots.

## **10. Offensive Activity**

No noxious or offensive activity of any kind, unwholesome and offensive to the neighborhood and/or neighbors, as determined by the Board, in its sole discretion, upon complaint or its own accord, shall be permitted to exist including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration, and radiation. Any exterior lighting installed on any lot shall either be indirect or have controlled focus and intensity so as not to disturb other residents. Nor shall any accumulation of rubbish, garbage, junk, burn barrels, or materials of such kind be permitted to remain on any lot, unless otherwise provided for by Rules and Regulations promulgated by the Board.

## **11. Property Maintenance**

Proper maintenance of each lot and tract is the responsibility of the member. Lot maintenance includes, but is not limited to, regular mowing of lawn/weed areas, maintenance of seawalls, docks, shore stations, and propane tanks, repair of washout areas, trimming of trees and shrubs, and removal of debris and trash. Maintenance of structures and propane tanks includes, but is not limited to, periodic painting of the exterior, maintaining an intact roof, and ensuring a working water and sewer system. Members in violation of this covenant will be notified by the Board of the needed action. If the owner does not implement the needed action within fourteen (14) days after receiving the notice, the Board may implement the needed action and bill the owner for the work. If such charges remain unpaid for thirty (30) days following billing, the Board may cause a lien to be placed against the lot involved, and foreclose on the same in the manner provided by the laws of Nebraska, or file a collection action against such

member, as provided by the laws of Nebraska.

## **12. Storage**

No unlicensed vehicles (automobiles, motor homes, trailers, tractors, etc) or material stockpiles (construction equipment, debris, etc) are allowed to be stored or regularly located on any of Woodcliff's residential lots, roads, lakes or common areas unless contained within an approved garage structure. Further, no hazardous or dangerous materials are allowed to be stored on any Woodcliff lots. Approved garage structure shall mean any garage structure approved under paragraph 4 above.

## **13. Erosion Control**

Lot owners are responsible for maintaining their respective shorelines along both Lake Ski-Di and Lake Tirawa so as to prevent erosion. This includes, but is not limited to, the use of underground gutters and approved seawalls. Failure to do so will result in the Board exercising the same remedies set forth in Paragraph 11.

## **14. Signs**

No sign, billboard, or other advertising structure shall be placed on any lot or common ground except for a) temporary real estate "For Sale" signs; b) personal signs for events such as garage sales, parties, etc., which are required to be removed within 24 hours of the event. The Board, or its agent, may remove any sign that does not comply with the limitations set forth in this paragraph.

## **15. Animals**

No stable or other shelter for animals, livestock, fowl, or poultry shall be erected, altered, placed, or permitted to remain on any lot except for a doghouse. No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats, or other household pets. These household pets shall not be kept, bred, or maintained for any commercial purpose. All household pets shall be properly confined to the member's lot or leashed when off-premise.

## **16. Recreational Vehicles and Campers**

Licensed recreational vehicles and campers shall be allowed to be used as supplemental lodging on a lot with permanent housing for a limited number of days, not to exceed fourteen (14) consecutive days, nor more than thirty (30) days per year. The Board of Directors may establish rules and regulations to govern the same.

## **17. Parking**

Members shall provide adequate parking facilities within the boundaries of their lot and shall not use, or permit use by their guests, of the roads for parking of cars. Exceptions will be made for special events, but in no way shall parked cars impede traffic flow.

## **18. Water-powered Heat Pumps**

Due to excessive water use, no water-powered heat pumps shall be allowed to be connected or continue to be connected, to the Woodcliff Lakes water system. Any water-

powered heat pumps currently connected to the Woodcliff Lakes water system shall be disconnected within 60 days after the adoption of these Covenants. Additional time may be requested in writing to the Board, provided such request is received at the Board's address before the expiration of the 60 days, and such additional time may be granted at the sole discretion of the Board.

**19. Severability.**

The invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

**20. Captions.**

The captions and heading in this Declaration are for convenience only and shall not be considered in construing any provision of this Declaration.

**21. No Waiver.**

Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

**AMENDMENT OF COVENANTS**

These Covenants will remain in effect unless amended, modified, added to or deleted from, in whole or in part, upon the vote, in writing, by a majority of the Woodcliff lot owners. Any future amendment, in order to be recorded and effective, must contain a certificate, duly signed and notarized, by the President and Secretary of the Board, certifying the number, names, and lot owners approving to such amendment.

Amendments to these Covenants should be submitted at or before the Association's spring quarterly meeting. The Board will distribute all proposed amendments to the membership in advance of the summer quarterly meeting where discussion on amendments will take place. The Board will then mail a ballot to each member listing each proposed amendment and a deadline to have ballots returned. Related or conflicting amendments will be voted on jointly. Unrelated amendments will be voted on separately.

Based on a majority approval vote of the lot owners of any amendment, changes to Covenants will be announced at the fall quarterly meeting followed by the mailing of a new Covenants document to all members.

Recommended for approval this \_\_\_\_ day of \_\_\_\_\_, 2004

WOODCLIFF LAKES, INC.

By:

\_\_\_\_\_  
Tom Horeis - Director

\_\_\_\_\_  
Scott Gardner - Director

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Scott Weekley - Director

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Wendell Nelson - Director

\_\_\_\_\_  
Tip Emmons - Director

\_\_\_\_\_  
Mary McCarthy - Director

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Sean Kenney - Director