

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF WOODCLIFF, INC.

THIS DECLARATION, made on this 18 day of Oct.,
1979, by the undersigned, who are the owners of the following-
described property located in Woodcliff, a subdivision as surveyed,
platted and recorded in Saunders County, Nebraska,

WITNESSETH:

WHEREAS, the undersigned are the owners of the following-
described real property:

Tracts 1 through 7 inclusive

Riverfront Lots 1, 2 and 3

Lake Tirawa: Lots 1 through 4 inclusive; lots 6 through
37 inclusive; Lots 1001 through 1006 inclusive;
Lots 1008 through 1039 inclusive.

Lake Ski-Di: Lots 1 through 20 inclusive; Lots 20 A
and 20 B; Lots 21 through 88 inclusive; Lots
92 through 121 inclusive; Lots 1001 through
1016 inclusive; Lots 1018 and 1019; Lots 1022
through 1042 inclusive; Lots 1044 through 1049
inclusive; Lots 1051 through 1060, inclusive;
Lots 1062 through 1082, inclusive; Lots 1084
through 1088, inclusive; Lots 1090 through
1101, inclusive; Lot 1101 A; Lots 1102 through
1109, inclusive; Lot 1109 A; Lots 1110 through
1114, inclusive; Lots 1116 through 1118, inclusive;
Lots 1120 through 1153, inclusive; Lots 1155
through 1159, inclusive, and Lots 1162 through
1167, inclusive, and Lots 1169 through 1241,
inclusive, and Lot 1050A.

WHEREAS, the owners of the above-described property
desire to place certain protective covenants, conditions, restrictions,
reservations, liens and charges as hereinafter set forth on said
property.

NOW, THEREFORE, the undersigned hereby declares that all
of the above-described property shall be held, sold and conveyed
subject to the following restrictions, covenants and conditions,
all of which are for the purpose of enhancing and protecting the

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value, desirability and attractiveness of said lots. These covenants, restrictions and conditions shall run with said property, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described lots or any part thereof, and they shall inure to the benefit of each owner thereof.

1. Approval of Plans and Specifications. No building or structure of any kind may be erected on, or moved onto, or have any alteration in the exterior design of the original construction; until plans and specifications have been submitted to, and approval thereof has been given in writing by Woodcliff, Inc. or its assigns. The building, structure or alteration hereinafter referred to shall be constructed in accordance with said plans and specifications, and any changes shall be approved in writing by Woodcliff, Inc., or its assigns. The plans and specifications submitted shall include:

Plot Plan

Grading Plan

Construction Plans and Specifications

Exterior Colors and/or Materials

Woodcliff, Inc., shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grade; provided that Woodcliff, Inc., and its designees specifically reserve the right to deny permission to construct any type of structure or improvement which it determines will not conform to the general character, plan and scheme for development of Woodcliff. The approval or disapproval of Woodcliff, Inc., or its designees as required in these covenants shall be in writing. Failure of Woodcliff, Inc., or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan by mailing said

written approval or disapproval to the last known address of the applicant for approval as shown in the submitted plan shall operate to release applicant from the provisions of this paragraph.

2. Except for the following designated on the plat of Woodcliff,

Tracts 1 through 7,

all lots shall be used exclusively for residential purposes, and the use thereof shall be limited to single family dwellings.

3. No building used as a residence shall be created, altered, placed or permitted to remain on any lot which shall have less than a minimum floor space of twelve hundred (1,200) square feet, of which at least one thousand (1,000) square feet must be living area. No building must be located so that the entire improvement and all portions thereof is less than twenty-five (25) feet from the lake. All buildings shall be kept in good repair and condition at all times, except as against loss or damage, will, with reasonable dispatch, be repaired or removed.

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

5. No structure of any temporary character, trailer, basement, tent, shack, barn or other building shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

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

7. No fence, nor solid shrubbery or planting, shall be placed within twenty-five (25) feet from the lake such as would interfere with the view of the neighboring lots without the written consent of the adjoining lots whose view would be affected.

8. No cabin lot shall be leased for any consideration whatsoever to any other person, firm or corporation.

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9. 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 that a doghouse shall be permitted provided that the construction plans and specifications and the location of the proposed structure have first been approved in writing by Woodcliff, Inc. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall be done thereon, which may be, or may become, an annoyance or a nuisance to the neighbors, 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 of such controlled focus or intensity as not to disturb the residents of the adjacent properties.

11. No sign, billboard or other structure advertising or the display of advertising material of any kind shall be erected, placed or permitted to remain on any lot except that real estate "For Sale" signs shall be permitted temporarily in the yard of the dwellings which are being offered for sale.

12. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and redo cables, conduits and other instrumentalities and to extend wires for the carrying and transmission of electrical current for light, heat and power, and for all telephone and telegraph message service. The easements

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for carrying and transmission of electrical current for light, heat, power, telephone and telegraph message service shall cover the area presently used by these services, and shall include such additional easements as are reasonably necessary to provide light, heat, power, telephone and telegraph service to the residents of Woodcliff.

13. Notwithstanding any provisions herein contained to the contrary, it is expressly permissible for a builder of said buildings to maintain during the period of construction and sale of said buildings upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of Woodcliff, Inc., may be required, convenient or incidental to the construction and sale of said buildings, including, but not limited to, a business office, a storage area, construction yard, signs, model units and sales office.

14. In any structure built, included shall be sanitary plumbing and proper facilities for sewage disposal to be approved by Woodcliff, Inc. No outside privies will be allowed.

15. All boat docks constructed shall be so constructed only after first submitting the plans and specifications therefor to Woodcliff, Inc., and securing from Woodcliff, Inc., their assent to said plans and specifications. Docks will not extend into either Lake Ski-Di or Tirawa more than twenty-five (25) feet from the shoreline. No permanent structure such as boathouses will be constructed on either lake.

16. The buyer shall not use, nor permit use by his guests, of the roads for the parking of his car or the cars of his guests and visitors, and will provide necessary and adequate parking facilities within the boundaries of the cabin lot.

Woodcliff, Inc., or any owner of a lot named herein, shall have the right to enforce by a proceeding at law or in equity,

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all restrictions, conditions, covenants and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of the same, or to recover damages or other dues for such violation. Failure by Woodcliff, Inc., 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.

17. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the declarants, or any person, firm, corporation, partnership or entity designated in writing by the declarants, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than fifty percent (50%) of the lots covered by this Declaration.

18. Invalidation of one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

19. The owner of each lot or tract subject to these covenants and declarations shall automatically become a member of Woodcliff Lakes, Inc., a non-profit corporation. Each owner must abide by the rules and regulations and the By-Laws of Woodcliff Lakes, Inc., existing at this time and as amended from time to time, as to the use by the owner and the owner's families, guests and invitees of the lot or tract subject to these covenants.

