

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

THIS DECLARATION, made on the date hereinafter set forth, by Woodcliff Lakes, Inc., hereinafter referred to as "declarant".

WITNESSETH:

WHEREAS, declarant is the owner of certain lakes, roads and common areas more particularly described in the legal description attached hereto, labeled Exhibit "A", together with the plat showing the area described in said legal description, the legal descriptions and plats by reference to being made a part of these Declarations:

NOW, THEREFORE, declarant hereby declares that all of the properties described in the above-entitled legal description shall be held, in perpetuity, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run in favor of, the real property described in Exhibit "B", attached hereto, and by reference to made a part hereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties described on Exhibit "B".

Section 2. "Common Area" shall mean all real property owned by declarant for the common use and enjoyment of the owners and described on Exhibit "A".

Section 3. "Declarant" shall mean and refer to Woodcliff Lakes, Inc., its successors and assigns.

SAUNDERS CO. NE. Entered in NUM INDEX NOVEMBER 19 1979 AT 10A M. No Bk 15 pg 318 of MISC REGISTER OF DEEDS

128 No. 128 Sum 128 Pag 128 Contn 128 128 128 128

ARTICLE IIPROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a perpetual right and easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Declarant to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Declarant to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty days for any infraction of its published rules and regulations;

(c) The right of the Declarant to adopt and promulgate rules and regulations with respect to the use of the lakes, roads and common areas owned by the Declarant, together with any amendments thereto, and to either suspend or terminate the privilege to use the lakes, roads and common areas owned by Woodcliff Lakes, Inc., save for ingress and egress from the main gate of Woodcliff to the member's lot by use of the roads;

(d) The right of Woodcliff Lakes, Inc. to deny partly or wholly access to, benefit from, or use of any and all facilities, functions or services of any member of Woodcliff Lakes, Inc., or any other disciplinary action directed by the Board of Directors of Woodcliff Lakes, Inc., for failure to pay any dues, assessments or charges or for any other act or omission detrimental to the affairs of the corporation or otherwise improper;

(e) The right of Woodcliff Lakes, Inc. at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient or necessary for collection or any dues

MISCELLANEOUS RECORD #15

or charges or enforcement of any covenant, rules, regulations or easements of concern to it and to take any appropriate, convenient or necessary remedial or other action against any member of any platted lot or tract within the limits of the real property included in the membership of Woodcliff Lakes, Inc. In the event that the corporation must institute equitable or legal proceedings to collect any dues or charges, a reasonable attorney's fee shall be added to the dues and charges for the cost incurred by Woodcliff Lakes, Inc. in collecting said dues or charges.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family or contract purchasers who reside on the property.

Section 3. Restrictions for Sale. Woodcliff Lakes, Inc. shall not sell, encumber or assign any of the lakes, roads or common areas owned by Woodcliff Lakes, Inc. without the approval of a majority vote of the entire membership of Woodcliff Lakes, Inc. present in person or by proxy at any annual or special meeting or responsive to a vote thereon taken by mail.

DATED this 30 day of Oct, 1979.

WOODCLIFF LAKES, INC.,

BY: John G. Poehling, President

ATTEST:

[Signature]
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 30th day of October, 1979, before me, the undersigned, a Notary Public in and for said county, personally came John G. Poehling, President of Woodcliff Lakes, Inc., to me personally known to be the President and the identical person whose name is affixed to the above document, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said county the day and year last above written.

GENERAL NOTARY - State of Nebraska
ELLY B. TIEGLAND
My Comm. Exp. Aug. 22, 1980

[Signature]
Notary Public

WOODCLIFF

ROAD DESCRIPTIONS

The following is a description of the roads in Woodcliff as platted on the dedication plat and described herein as follows:

128-4 SOUTH LAKE SHORE DRIVE: Commencing at the intersection of the east right-of-way line of the Burlington Northern Railroad Company and the south line of Section 1, Township 16 North, Range 8 East; thence east a distance of approximately 1190 feet; thence northeasterly a distance of approximately 950 feet.

RIVER LANE: Commencing at the intersection of South Lake Shore Drive and River Lane; thence southeasterly a distance of approximately 280 feet.

TWIN LAKE DRIVE: Commencing at the intersection of South Lake Shore Drive and River Lane; thence northwesterly a distance approximately 2315 feet; thence westerly a distance of approximately 280 feet to North Lake Shore Drive.

NORTH LAKE SHORE DRIVE: Commencing at the intersection of the east right-of-way line of the Burlington Northern Railroad Company and South Lake Shore Drive; thence northerly to the southeasterly line of Tract 3; thence northeasterly a distance of approximately 320 feet; thence northwesterly a distance of approximately 400 feet to the east right-of-way line of said railroad; thence northerly along said east right-of-way line and following said right-of-way line to a point 40 feet east of the Northeast Corner of Lot 1156 on Lake Ski-Di.

BIRCH LANE: Commencing at the east right-of-way line of Burlington Northern Railroad and the southwest line of Lot 1005 Lake Tirawa; thence southeasterly a distance of approximately 550 feet.

POEHLING'S LANE: Commencing at the intersection of North Lake Shore Drive and Pochling Lane; thence easterly approximately 380 feet; thence northerly approximately 800 feet; commencing again, opposite Lot 30, Lake Ski-Di; thence southerly approximately 740 feet.

ASPEN LANE: Commencing at Twin Lake Drive between Lots 19 and 26 Lake Tirawa; thence southwesterly approximately 270 feet.

CEDAR LANE: Commencing at the intersection of Poehling Lane and Cedar Lane opposite Lot 50, Lake Ski-Di; thence northerly a distance of approximately 3810 feet.

WILLOW LANE: Commencing at North Lake Shore Drive and Willow Lane opposite Lots 1189 and 1166; thence southerly a distance of approximately 980 feet.

PLATTE SHORE DRIVE: Commencing at the intersection of River Lane, South Lake Shore Drive and Twin Lake Drive; thence northerly a distance of approximately 8605 feet to North Lake Shore Drive said point being 40 feet west of the Northeast Corner of Lot 1156, Lake Ski-Di.

SHADY LANE: Commencing at the intersection of Platte Shore Drive and the north line of Lot 1001; thence northerly to the intersection of Platte Shore Drive and the Northeast Corner of Lot 1012.

TIMBER LANE: Commencing at the intersection of Platte Shore Drive opposite the Northeast Corner of Lot 1036, Lake Ski-Di; thence westerly approximately 210 feet; thence southwesterly approximately 500 feet; thence southerly to the Northwest Corner of Lot 1047 a distance of approximately 390 feet. Commencing, again, at the Northwest Corner of Lot 1042; thence northerly to the extreme Northeast Corner of Lot 1062; thence continuing northerly a distance of approximately 1060 feet to the intersection of the west line of Lot 1077 and the east line of Lot 1076.

MAPLE LANE: Commencing at the intersection of Timber Lane opposite Lot 1062; thence easterly approximately 330 feet to the Southeast Corner of Lot 1090; thence northerly to the intersection of Platte Shore Drive approximately 990 feet to a point opposite the Southeast Corner of Lot 1101 Lake Ski-Di.

COTTONWOOD LANE: Commencing at the intersection of Platte Shore Drive opposite the Northeast Corner of Lot 1102 and the Northeast Corner of Lot 1128, Lake Ski-Di; thence southerly a distance of approximately 1350 feet to the Northwest Corner of Lot 1110, Lake Ski-Di.

128.5
0.007

WOODCLIFF

LAKE TIRAWA

LAKE TIRAWA: A tract of land in the southwesterly portion of Woodcliff described as follows by using the frontage of the lots on said Lake and all the lots referred to in this description are part of Woodcliff and Lake Tirawa as shown on the dedication plat:

Commencing at the Northeast Corner of Lot 1; thence northerly on the east lines of Lots 2 and 3 to the Southwest Corner of Lot 4; thence southeasterly along the westerly lines of Lot 4 to 11 inclusive to the Southwest Corner of Lot 11; thence easterly along the southerly lines of Lots 12 thru 18 inclusive to the Northwest Corner of Lot 19; thence southerly along the westerly lines of Lot 19 thru 22 inclusive to the Southwest Corner of Lot 23; thence northeasterly along the south and easterly lines of Lot 23 to Lot 26 inclusive to the Southeast Corner of Lot 26; thence southeasterly along the westerly lines of Lot 27 to 37 inclusive to the Southwest Corner of Lot 37; thence southwesterly along the Northwest lines of the public boat ramp and Lots 1039 to Lots 1035 inclusive to the Northwest Corner of Lot 1035; thence westerly and northwesterly along the northeasterly lines of Lots 1034 to 1022 inclusive to the Northeast Corner of Lot 1022; thence northerly on the easterly lines of Lots 1021 to 1018 inclusive to the Southwest Corner of Lot 1017; thence southeasterly along the southwesterly lines of Lots 1017 to 1014 inclusive to the Southwest Corner of Lot 1014; thence northeasterly along the easterly lines of Lots 1014 to 1012 inclusive to the Northeast Corner of Lot 1012; thence northwesterly along the northeasterly lines of Lots 1011 inclusive to Lot 1001 inclusive to the Northeast Corner of said Lot 1001; thence northerly along the easterly line of said Lot 1 to the Northeast Corner of said Lot 1 said point being the point of beginning. Said Lake Tirawa containing approximately 25.6 acres and Diane's Island as shown on the dedication plat.

WOODCLIFF

LAKE SKI-DI

A tract of land in that portion of Woodcliff described as follows by using the frontage of lots on said lake and all lots referred to in the description are part of Woodcliff and Lake Ski-Di as shown on the dedication plat:

Commencing at the Northeast Corner of Lot 1 said Lot being in the Southeast Corner of said Lake Ski-Di in Church's Cove as shown on the dedication plat; thence northwesterly along the northeasterly lines of Lot 1 to 20B inclusive to the Northwest Corner of Lot 20B; thence continuing northwesterly to the Northeast Corner of Tract 1; thence continuing northwesterly to the Northwest Corner of Tract 1; thence northeasterly to the Northeast Corner of Tract 2; thence continuing northeasterly on the aforementioned line a distance of 20 feet to the south line of Tract 5; thence southeasterly along the southerly line of Tract 5 to the Southeast Corner of Tract 5; thence continuing southeasterly along the southerly line of Tract 6 to the Southeast Corner of Tract 6; thence southerly to the Southwest Corner of Lot 21; thence easterly to the Southeast Corner of Lot 21; thence northerly along the easterly line of Lots 21 through 39 inclusive to the Northeast Corner of Lot 39; thence northwesterly along the northeasterly lines of Lots 40A and 40B to the Northwest Corner of Lot 40B; thence southwestwardly along the northwesterly lines of Lots 40C through Lot 49 inclusive to the Southwest Corner of Lot 49; thence westerly along the north line of Lot 50 a distance of 90 feet; thence northerly to the Southeast Corner of Lot 51; thence continuing northerly on the easterly lines of Lots 51 thru 92 inclusive to the Northeast Corner of Lot 92; thence westerly to the Northwest Corner of Lot 93; thence southerly along the the westerly lines of Lots 93 to 121 inclusive to the Southwest Corner of Lot 121; thence continuing south to the west line of Cedar Lane approximately 390 feet; thence continuing southerly along the west line of Cedar Lane a distance of 1020 feet to a point 50 feet southwest of the Northwest Corner of Lot 50; thence westerly a distance of 60 feet; thence northwesterly a distance of 180 feet to the Southeast Corner of Lot 1241; thence northerly along the east line of Lots 1241 to 1190 inclusive to the Northeast Corner of Lot 1190; thence west along the north line of Lot 1190 to the east line of North

120-2
7-6-7

Lake Shore Drive; thence northerly on said east line to the west line of Lot 1189; thence southerly along the west lines of Lots 1189 to 1179 inclusive to the Southwest Corner of Lot 1179; thence easterly to the Southeast Corner of Lot 1178; thence northerly along the east lines of Lots 1178 to 1166 inclusive to the Northeast Corner of Lot 1166; thence northeasterly along the southeasterly lines of Lots 1165 to 1160 inclusive to the Northeast Corner of Lot 1160; thence easterly along the southerly lines of Lots 1159 thru 1153 inclusive to the Southwest Corner of Lot 1153; thence southerly along the westerly lines of Lots 1153 to Lots 1113 inclusive to the Southwest Corner of Lot 1113; thence southeasterly along the southwesterly lines of Lots 1112 to 1110 inclusive to the Southeast Corner of Lot 1110; thence northerly to the Northeast Corner of Lot 1110; thence northerly to the Southeast Corner of Lot 1109A; thence northeasterly along the easterly lines of Lot 1109A to Lot 1102 inclusive to the Southeast Corner of Lot 1102; thence east to the west line of Platte Shore Drive; thence southerly along said west line to the Northeast Corner of Lot 1101A; thence westerly along the north line of said Lot 1101A to the Northwest Corner of Lot 1101A; thence southerly along the westerly lines of Lots 1101A to Lot 1090 inclusive to the Southwest Corner of Lot 1090 thence northwesterly along the north line of Maple Lane to the Southeast Corner of Lot 1089; thence northerly along the easterly lines of Lot 1089 to Lot 1077 inclusive to the Northeast Corner of Lot 1077; thence westerly along the north lines of Lots 1077 and 1076 to the Northwest Corner of Lot 1076; thence southerly along the westerly lines of Lot 1076 to Lot 1048 inclusive to the Southeast Corner of said Lot 1048; thence easterly and northeasterly on the southeasterly line of Lot 1047 to the Southeast Corner of Lot 1046; thence northerly along the easterly lines of Lot 1046 to Lot 1037 inclusive to the Northeast Corner of Lot 1037; thence continuing northeasterly on the southeasterly boundary of Lot 1036 to the west line of Platte Shore Drive; thence southerly on said west line to the Northeast Corner of Lot 1035; thence west on the north line of Lot 1035 to the Northwest Corner of Lot 1035; thence southerly on the westerly line of Lot 1035 to Lot 1001 inclusive to the Southeast Corner of Lot 1001; thence easterly 40.37 feet to the west line of Platte Shore

Drive; thence southerly and southwesterly on said line to the Southeast Corner of Lot 1; thence northwesterly 47.15 feet to point of beginning, containing 170.4 acres and Pat's Islands as shown on dedication plat.

EXHIBIT "B"

LEGAL DESCRIPTION

Tracts 1 through 7 inclusive:

Riverfront Lots 1, 2 and 3.

Lake Tirawa: Lots 1 through 37 inclusive, and
Lots 1001 through 1039 inclusive.

Lake Ski-Di: Lots 1 through 20 inclusive;
Lots 20-A and 20-B;
Lots 21 through 121 inclusive;
Lots 1001 through 1101 inclusive;
Lot 1101-A;
Lots 1102 through 1109 inclusive;
Lot 1109-A;
Lots 1110 through 1241 inclusive,
Lot 1050A

in Woodcliff, a subdivision as suveyed, platted and
recorded in Saunders County, Nebraska.

