

# 2024 Woodcliff Rules & Regulations

Enclosed you will find a summary sheet of the changes to the rules from last year and the entire packet of the 2024

The Woodcliff Covenants, as amended in 2004, are also included.

# **Summary of Changes to Woodcliff Rules & Regulations**

Changes from 2023 rules were made in the rules for 2024 and are listed below. These changes are in **bold print and underlined** in the rules document to make them easier to locate. Please review each change. Make sure that all family and friends are aware of the changes and are familiar with ALL Woodcliff rules to avoid an encounter with security.

## **WATER SAFETY REGULATIONS**

**6. All coves are designated as “No Wake” (maximum 5 mph/no visible wake): this includes the marina area and entrance channel leading to it, Church’s Cove, Quack Bay, Poehling’s Bay, South Cedar Bay, North Cedar Bay, Horseshoe Bend, and Sandy Bottom cove in the island in Lake Ski-Di. Boat operators must slow down to idle speed meaning the boat throttle is engaged at its lowest setting. Skiers cannot be towed into and out of any cove.**

# 2024

## Woodcliff Lakes Rules and Regulations

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The Woodcliff Lakes Association, for the safety and protection of all persons utilizing Woodcliff facilities, has established the following rules and regulations. These rules and regulations apply to all persons, including guests. It is the responsibility of the host to inform their guests of these rules and to assume the responsibility for their conduct while at Woodcliff. Ignorance of the rules and regulations will not be considered a valid excuse. Any member, upon observing a violation of rules and regulations, should notify Woodcliff Security.

Covenants take precedence over all rules and will be handled administratively by the Woodcliff Lakes Board of Directors and the Woodcliff Lakes Office.

### GENERAL REGULATIONS

1. No trespassing. Anyone caught on Woodcliff Lakes property without being an identified guest will be asked to leave. If not willing to leave, the county sheriff will be notified. Woodcliff Lakes is private property and intended for the use of homeowners and their guests. Solicitations are prohibited unless solicitor is a Woodcliff resident.
2. All dogs and cats must be on a leash or under control of the owner when off the lot owner's property. Within the owner's lot, unrestrained or unattended dogs and cats should be in a kennel or fenced yard (including invisible fencing). No stray dogs or cats are allowed. Dogs and cats found running at large will be placed in the kennels maintained at the Security office, and the owners will be assessed a \$50.00 kennel fee per animal, per day. Excessive barking, howling, and whining by dogs when outside will not be tolerated, and dog owners are required to take steps to prevent such behavior, or a citation will be issued. Repeat offenders will have an escalating fee schedule (doubling)
3. Members are responsible and liable for the actions of their pets, as well as the pets of their family and guests, and must ensure that their pets have had all required shots.
4. Open burning is restricted to small, controlled recreational fires on a member's lot, tended by the member or guest, and must be contained within a constructed pit or fire ring. As per state regulations, burning materials are limited to tree limbs and untreated wood. Burning of tree limbs and untreated wood other than for recreational purposes requires a properly attained burning permit. Violators will be reported to the fire department.
5. No burn barrels or similar devices will be allowed for any reason.
6. All vehicles are required to have current registrations/licenses as per Nebraska State Law unless located in an enclosed garage.
7. All personal signs such as "garage sales", "parties", etc., are required to be removed within 24 hours of the event. No real estate "For Sale" signs shall be placed on any common ground or within 100 yards of the

Woodcliff welcome sign located at the entrance to Woodcliff. Political signs are acceptable on private property but should be removed in a timely manner. Non-conforming signs will be removed and disposed of.

8. Public Address (P.A.) Systems and loud radios will not be permitted outdoors except for special occasions for a limited period. The lot owner will clear any festivities on common ground through the Woodcliff Office. Fireworks, stereos and other loud musical activities will not be tolerated after 10:00 pm Sunday through Thursday and after 1:00 am Friday and Saturday evenings. Consideration should be given to adjacent residences.

8.5 Fireworks are only allowed the week of the fourth of July

9. Dumping leaves, yard waste, or other “trash” into the lakes, on the roads, or on common grounds will NOT be tolerated. Dumping near or improper use of recycle bins, which is on common ground, will result in a citation and fine. Items go in the bin, not just over the fence. Acceptable items are plastics, milk jugs, aluminum, tin, newspaper, magazines and flattened and folded cardboard. Not acceptable items are: glass, batteries, Styrofoam, tires, paint cans, and furniture. Anyone **in violation** is subject to prosecution in Saunders County Court. If the **items are** not voluntarily removed within 48 hours of notice, the violator will be assessed the cost of the cleanup, along with possible loss of lake privileges. Each lot owner is required to provide their own proper disposal of debris and yard waste. Information on companies providing disposal services is available at the Woodcliff Office.

10. No feeding of migratory geese and ducks is allowed. Feeding of migratory waterfowl interrupts the natural migration, and is detrimental to the species. Waterfowl staying on the lake due to the access of the supplemental feed is also detrimental to the lake’s water quality.

11. No vehicles, trailers, carts, motor homes, mobile homes (whether such items are licensed or unlicensed) shall be allowed to be parked on the roads or common areas, except temporarily (72 hours or less) in connection with special events and to accommodate guests of lot owners. Violators will be towed at the vehicle owner’s expense. Exceptions based on construction needs will be made in writing and submitted to the Board.

12. There will be no hauling in of sand, gravel, or other aggregate to repair, replace, or add to an existing beach. Any sand brought in to a lot or tract must receive board approval in advance. Sand may be replaced with Board approval – sand removal shall be proven via weight and / or volume. Any sand, gravel, or other aggregate brought in without Board Approval will be subject to a fine of \$500 for the first offense, \$1,000 for the second offense, and \$2,000 for the third offense and be removed at the expense of the lot owner.

13. When installing a retaining or sea wall, dredging should be done from lake side of the lot first. When additional material is needed after installation, please contact the office to obtain board permission. A citation and \$500 fine will be issued if permission have not been sought.

14. Contractors must maintain a clean construction site, including an adequate dumpster for collection of construction debris and port-a-potty facilities. Construction vehicles may not be stored on lots unless construction is actually taking place on that lot. No construction equipment and/or material may be stored on the road without prior approval from the Board. Once approved and positioned, the material/equipment must be flagged and lit. The material and equipment may remain on the road for a maximum of fourteen (14) days. If permission is not approved and/or road damage occurs, the lot owner will be subject to a fine of \$500 for the first offense, \$1,000 for the second offense, and \$2,000 for the third offense.

15. No one shall engage in Malicious Mischief, or trespass onto another lot or property, to include vehicles, for the purpose of vandalism, such as, but not limited to, toilet papering, graffiti, egging, tampering with holiday decorations, or any other destructive prank. The penalty shall include both the attached citation fine and restitution for damages. Violators may be referred to the County Attorney’s office for criminal action depending



on severity and circumstances.

16. No one shall engage in Criminal Mischief, or trespass onto another lot or property, to include vehicles for the purpose of criminal activity, such as, but not limited to, theft of gas, beer fridge raids, or theft of holiday decorations. The penalty shall include both the attached citation fine and restitution for damages. Violators may be referred to the County Attorney's office for criminal action depending on severity and circumstances.

**17. Lot Owners are subject to Covenants filed with the Saunders County Register of Deeds in 1979 and Amended and re-filed in 2004. Violations of any Covenant are subject to a minimum fine/liquidated damages of \$250 and/or loss of Lake Privileges at the discretion of the Woodcliff Lakes Inc. Board of Directors.**

## **PROPERTY MAINTENANCE**

1. Regular mowing of lawns and removal of weeds from beaches and lots shall mean that neither grass nor weeds shall exceed the height of one (1) foot.
2. Seawalls shall not be allowed to deteriorate to the degree that the mechanical functions shall be compromised. This shall include no materials missing nor falling, floating, or protruding into the lake. All repairs must be made within 30 days of notice or as approved by the Board.
3. Docks and Shore Stations must be maintained to the extent that they are functional, safe, and usable. In the event of failure, repairs will be made or the item will be removed from the Lake within 30 days of notice or as approved by the board, and the property owner will be billed.
4. Washouts: The home owner is responsible for proper drainage on his property. The home owner must repair washouts, or make arrangements of said repair, within thirty (30) days of the event so as to prevent further sand from dumping into the Lake.
5. Trees on the owner's property must be trimmed to the extent that dead, damaged or split overhangs are removed from impingement onto adjoining properties and/or buildings within 30 days of being observed or identified.
6. Painting: A home that is showing neglect to the extent of 50% peeling paint, or absence of paint (excluding log homes), must be painted by the owner by the end of the season or at the beginning of the next. The season is defined as May 1<sup>st</sup> – October 1<sup>st</sup>.
7. Rubbish, garbage, or junk shall be defined as unused, unwanted, broken, or unattended materials left or strewn about the property. This shall include, but is not limited to, glass, rags, paper, foodstuff, or metal. Homeowner shall remove such items within one 7 days of notification by the Board.

## **ROAD SAFETY REGULATIONS**

1. The maximum speed limit on all Woodcliff roads is as posted, or as conditions prevail. All vehicles must be operated in a safe and responsible manner. This includes all modes of transportation (including ATVs, UTVs, golf carts, snowmobiles, and any other non-licensed motor vehicles). All-terrain vehicles (ATVs), UTVs, golf carts, snowmobiles, etc. are motor vehicles and should be operated with the same care and prudence as an automobile. ATVs include four-wheelers, three-wheelers, go-carts, mini-bikes with wheels 12 ½" in diameter and smaller, snowmobiles, golf carts, amphibious vehicles, and other similar vehicles, etc. No dirt bikes shall be allowed. UTVs are described as an off-road all terrain utility vehicle with a side-by-side seating configuration.

Examples of UTVs include: Rangers, Rhinos, Gators, Razr's, and Mules.

2. All "road closed", "restricted area", "stop", "yield", "speed limit", and "one way" signs must be obeyed.
3. No one without a valid driver's license or permit in possession will be allowed to operate an automobile on Woodcliff roads. Those with "Learner Permits" must have an adult with them, as per Nebraska State Statute. School permits should be used in conjunction with school functions as per Nebraska State Statute.
4. Automobiles/trucks are not allowed off-road on Woodcliff common ground properties at any time, day or night, except for the purpose of maintenance by Woodcliff Lakes personnel, **or with written Board approval.**
5. Operating vehicles, All-Terrain Vehicles (ATVs), UTVs, golf carts, snowmobiles, any other non-licensed motor vehicle, or watercraft carelessly or recklessly will not be tolerated. Careless operation shall be operation without due caution for the circumstances and may include, but is not limited to, excessive speed, racing, spinning, swerving, or other unsafe or illegal actions. Reckless operation shall be operation in such a manner as to indicate an indifferent or wanton disregard for the safety of persons or property.
6. No one shall operate a motor vehicle, All-Terrain Vehicle (ATV), UTV, golf cart, snowmobile, or any other non-licensed motor vehicle on Woodcliff roads or property while under the influence of alcohol or drugs. If there is reasonable cause to believe an operator is intoxicated, they will be subject to a field sobriety test with a Breathalyzer. A Blood Alcohol Content (BAC) of 0.08 or higher is considered intoxicated. Refusal to submit to the Blood Alcohol Content (BAC) test will result in the same penalty as Driving While Intoxicated/Driving Under the Influence. Intoxicated drivers involved in accidents, refusing to comply, or those who continue to violate will be referred to the Saunders County Sheriff's Office for criminal prosecution. Vehicles may be impounded for safe keeping, at the owner's expense. Minors in possession of or consuming alcohol (MIP) may be cited.
7. Operators and passengers on motorcycles must wear Department of Transportation (DOT) approved helmets, as per Nebraska State Statute, while operating on Woodcliff property.
8. No vehicles, ATVs, UTVs, golf carts, snowmobiles, other non-licensed motor vehicles, or anything else, shall ever be parked on either side of the gate at Twin Lakes Drive.
9. Parking is not allowed at any time on the non-residential side of the exterior road which includes Platte Shore Drive, North Lake Shore Drive, and South Lake Shore Drive.

### **ALL-TERRAIN VEHICLE (ATV) SAFETY REGULATIONS**

1. Operators and occupants of "four wheelers", "three wheelers", mini-bikes, go-carts, or snowmobiles, who are under 18 years of age, must wear a Department of Transportation (DOT)-approved helmet. It is strongly recommended that all operators and occupants, regardless of age, wear helmets.
2. Amphibious ATVs, UTVs, golf carts, snowmobiles, and other motorized vehicles that are not state licensed vehicles must follow ATV regulations with regard to traffic rules, hours of operation and equipment specifications, unless otherwise stated.
3. All non-licensed motor vehicles (i.e., ATVs, UTVs, golf carts, snowmobiles) must prominently and legibly display their lot number, which shall be securely attached to the vehicle (Example: S-1000 or T-1000). All lot numbers must be kept clean and readable at all times. The lot number shall be displayed on either the front or the rear of the vehicle. This is a year-round rule. In addition, all non-licensed motor vehicles must display a Woodcliff logo, such as those used on watercraft, which will be registered and issued by the Security office. All

non-licensed motor vehicles will be properly insured.

4. Only non-licensed motor vehicles that belong to lot owners will be allowed on Woodcliff property. No guests are allowed to bring in ATVs, UTVs, golf carts, snowmobiles, or any other non-licensed motor vehicle. Special exceptions may be granted only if the homeowner has prior written approval from the Board.

First offense- \$500.00

Second offense- \$1,000.00

Third offense-\$2,000.00

5. All ATVs and UTVs must be equipped with a United States Forest Service qualified spark arrester. All ATVs and UTVs must also have and maintain a factory-approved baffled muffler of 90 decibels or lower at all times. The decibel level will be checked with the following procedure: A decibel meter will be used, 20 inches from the exhaust outlet, at a 45-degree angle, with the throttle slowly opened to 50%. Any ATV or UTV found not in compliance will immediately be returned to the resident's cabin and parked until the necessary repairs or modifications are completed and the appropriate decibel level is obtained. A warning will be issued at that time documenting the violation and sound level. If the ATV or UTV is caught being operated prior to repairs being completed, a citation will be issued. Decibel levels can be checked by contacting Security and arranging a test. This requirement does not apply for non-combustible engines (e.g., electric vehicles).

6. All ATVs, UTVs, golf carts, snowmobiles, and any other non-licensed motor vehicles must display a lighted headlight and taillight at all times of operation after dark, or in low light, or low visibility conditions.

7. All ATVs, UTVs, golf carts, snowmobiles, and any other non-licensed motor vehicles must be equipped with a brake system maintained in good operating condition.

8. The following age restrictions shall apply:

- a. No one under the age of 12 will be allowed to operate an ATV, UTV, golf cart, snowmobile, or any other non-licensed motor vehicle on Woodcliff roads or property unless accompanied by an adult, either on the same ATV, golf cart, snowmobile, or non-licensed vehicle, or adjacent to them. Those under 16 years of age must complete and pass the ATV Safety Course prior to operating an ATV, UTV, golf cart, snowmobile, or any other non-licensed motor vehicle without adult supervision. Proof of age may be required. ATVs must be size appropriate to the operators.

*See Attachment 1 (page 12) to these rules and regulations.* This attachment contains age requirements, time restrictions, and other restrictions regarding the operation of ATVs, golf carts, UTVs, boats, snowmobiles, and jet skis.

9. ATVs may be operated on the roads or designated common areas only between the hours of 8:00 am and 11:00 pm. No ATVs will be allowed to operate after 11:00 pm anywhere in Woodcliff, including on the owner's premises. Golf carts and UTVs only, with appropriate lighting, are allowed to operate until 1:00 am by licensed drivers, age 16 and over.

10. No weaving, spinning, doing "wheelies", or operating in an erratic manner will be tolerated on Woodcliff roads and will be considered careless operation. Doing these types of activities on the roads is not only unsafe, but damages the road surface treatments and will not be tolerated.

11. All non-licensed motor vehicles must give pedestrians and joggers the right-of-way and maintain at least a 10-foot clearance from them.

12. No more than two non-licensed motor vehicles may travel abreast and must remain on the right side of the road.
13. No more than two occupants on an ATV will be allowed. Passengers on UTVs, golf carts and similar vehicles must be seated in a seat.
14. All non-licensed motor vehicles will obey all traffic signs and controls as well as all rules of the road.
15. All non-licensed motor vehicles are required to come to a complete stop when entering roadways from any residence or common area.
16. No unauthorized motor vehicles of any type (including ATVs, UTVs, snowmobiles, and golf carts) are allowed to operate on the islands in either lake at any time, except for the purpose of maintenance.
17. It is recommended that all youth ATVs have an orange flag attached at a height of six (6) feet above ground.
18. All ATV, UTV, and golf carts and any other non-licensed motor vehicles shall be operated with liability insurance coverage in effect.

## **WATER SAFETY REGULATIONS**

1. Each year boats and water craft will have proper safety equipment, state registration, insurance and lot numbers. A color-coded Woodcliff sticker will be issued annually upon submission of the Woodcliff Lakes Association Watercraft Registration Form including Lake Health Fee payment, and inspection. Registration and inspections will be completed before splashing any watercraft AND MUST BE DONE BEFORE MEMORIAL DAY WEEKEND. To speed up the process, a completed Woodcliff Lakes Association Watercraft Registration form, including copies of State Registration, Proof of Insurance, and payment of Lake Health Fee for each watercraft should be sent to the Woodcliff Office. **New boats will have 30 days to present the state Registration but all other documentation is required to obtain the color-coded Woodcliff sticker.** The watercraft fee will be waived if selling one watercraft and buying a new one in one calendar year as long as the old sticker is removed and delivered to the office when registering the new watercraft. BOATS NOT COMPLYING WITH THIS REGULATION INCLUDING BOATS ON LIFTS, WILL IMMEDIATELY BE ISSUED A CITATION, ADDITIONALLY THOSE ON THE LAKE WILL IMMEDIATELY BE REMOVED FROM THE LAKE. Any watercraft with 10 HP or less is exempt from the Lake Health Fee but must still meet all other requirements for watercraft. Non-Motorized watercraft need only the lot number; no Woodcliff registration or decal is required. If Security determines that the violation or violations represent a potential hazard to the resident or other boat operators, such as no operable fire extinguisher or proof of insurance, Security may remove the boat from the lake until compliance with such safety violation. DEMO OR LOANER BOATS MUST OBTAIN A TEMPORARY WOODCLIFF STICKER FROM SECURITY BEFORE BEING SPLASHED ON WOODCLIFF LAKES.
2. All boats operating on Woodcliff lakes will comply with all U.S. Coast Guard-approved safety rules and regulations as established by the State of Nebraska. The State requires that all boats be registered and that there is a proper display of the numbers issued by that entity. You may contact security and ask for a boat inspection to make sure you are ready for the water
3. All Woodcliff residents are required to display their lot numbers (using contrasting colors) on the back of both sides of their watercraft. The lot numbers applied to the boats shall measure 3" in size, and these shall be applied prior to the time that the boats are placed in the water. All Woodcliff residents shall also display Woodcliff decals on the back of both sides of their watercraft. All watercraft shall also display the State registration number on the front half of the vessel, which will be applied to the boat prior to launching. In

addition, all jet skis must be identified by lot number and display a Woodcliff logo on the rear of the jet ski. No guest boats or guest jet skis are allowed. Any demo watercraft on Woodcliff lakes must obtain a temporary Woodcliff demo decal from the Woodcliff Office or Security. To obtain a demo decal, you must have a dealer plate or, if it is a private seller, proof of insurance is required.

4. Maximum length of all hulled watercraft on either lake is 22 feet, (actual length to be measured by tape if there is any question as to accuracy of manufacturer's specification, or MSO. The swim platform will not be included in the measurement if it is removable, but included in the measurement if it is a permanent part of the watercraft.) Approval of any questionable boats will be left up to the discretion of the HOA Board for final decision. Pontoons are limited to 30 feet in length. Any deck boats owned or purchased prior to implementation of these rules on 4/1/05 will be grandfathered in. No jet boats are allowed. No jet-driven boats, manufactured by personal watercraft companies or any other company, that can be construed as a boat and not a form of jet ski will be allowed on the lake.

5. The boat ramps are private property of Woodcliff Lakes and will be locked at all times. Between Memorial Day and Labor Day, contact a Board Member at 402-720-7807 to schedule an appointment to have the gate opened and watercraft inspected for zebra mussels. Appointments are best scheduled. In an emergency, other arrangements can be made.

6. All Coves are designated as "No Wake" (maximum 5 mph/no visible wake): this includes marina area and entrance channel leading to it, Church's Cove, Quack Bay, Poehling's Bay, South Cedar Bay, North Cedar Bay, Horseshoe Bend, and the cove in the island in Lake Ski-Di. Boat operators must slow down to idle speed meaning the boat throttle is engaged at its lowest setting. Skiers cannot be towed into and out of any cove.

7. All of Lake Tirawa is designated as "No Wake" (maximum 5 mph/no visible wake). No jet skis or jet boats are allowed on Lake Tirawa at any time. All boating will be in a counterclockwise direction adjacent to the island.

8. All boating and skiing on Lake Ski-Di will be in a counterclockwise direction adjacent to the island. This will allow boat operator's unlimited maneuverability next to the shore to pick up dropped skiers, etc. Anyone skiing elsewhere on the lake will be in violation of this rule.

9. All boats towing water skiers must have a responsible observer at least 12 years of age in addition to the operator. Rearview mirrors are not a substitute for an observer.

10. All water skiers, wake boarders, knee boarders, and occupants of jet skis will wear U.S. Coast Guard Approved Type III PFD (life jacket). Ski belts are not acceptable.

11. All water skiers must remain a minimum of 50 feet from all docks or 75 feet from shore while skiing.

12. Water skiing is prohibited from sunset or 9:00 pm, whichever is earlier, until sunrise.

13. All water skiers must know and use the official water-skiing signals.

14. All boats must have a sound-producing device (horn) with which to signal.

15. All boats operating later than sunset, or earlier than sunrise, must have the proper fore and aft running lights in use and may not exceed 5 mph (no visible wake). Jet skis will not be allowed to operate later than sunset, or earlier if light conditions dictate. Jet skis will not be allowed to operate prior to sunrise, or later if light conditions dictate.

16. All watercraft must have a U.S. Coast Guard-approved life jacket on board for each occupant. Children under 13 years of age must wear life jackets at all times (per state law) when the watercraft is underway.
17. All boats must have an orange flag to alert traffic on Lake Ski-Di of skiers in the water. Only boats with skiers down in the water shall display the orange flag. The driver of an oncoming boat should only raise their hand to acknowledge they have the downed skier in sight.
18. No dropping of skis will be allowed from 12 noon to 6 pm on weekends from Memorial through Labor Day.
19. Towables of any type are not permitted.
20. No parasailing, air chairs, kite skiing or wake surfing are allowed.
21. Motor-less watercraft will be allowed on Lake Ski-Di from sunrise to sunset but must stay within 30 feet of the shoreline. If such watercraft becomes a nuisance to water skiers, they will be instructed to leave the lake.
22. Amphibious All-Terrain Vehicles (“amphibs”) may not operate on Lake Ski-Di on Saturdays, Sundays or Holidays. Amphibs must operate close to shore so as not to impede boat traffic. Amphibs may not operate in the water during hours of darkness without appropriate navigation lights. All amphibs must follow all Nebraska state boating regulations while on the water (i.e., driver must be 14 years of age or older, vehicle must be properly registered, etc.)
23. No one under the age of 14 years will be allowed to operate a motorboat or jet ski. All operators born after 12/31/1985 must be properly certified and carry that certification with them at all times while operating the watercraft. Certification is recommended for all watercraft operators independent of age. No one under the age of 16 may tow a skier or wake boarder.
24. Jet skis, personal watercraft, powered surfboards may not operate between 12:00 pm and 5:00 pm on Saturdays, Sundays, and Holidays from Memorial Day weekend through Labor Day weekend, to include all coves and bays.
25. Personal watercraft (jet skis) must travel counterclockwise around the lake. Personal watercrafts are not allowed to pull skiers and shall be operated in a safe and prudent manner. Occupants of a personal watercraft will not exceed the number of occupants that it is designed for, i.e., 1 passenger, 2 passengers, 3 passengers. Jet skis cannot jump the wake of any boat towing a water skier, wake boarder, or within 50 **yards** of any boat as per Nebraska State Statute.
26. A maximum of two watercraft per lot can be in use on Lake Ski Di at one time.
27. No glass containers are permitted on either Lake Ski-Di or Lake Tirawa, including all the coves and bays.
28. Swimming and/or wading in Lake Ski-Di and Lake Tirawa is confined to within 25 feet of the shoreline only. Swimming to the island in Lake Ski-Di and Lake Tirawa is prohibited. No swimming and or wading within 50 feet of the spillways in Lake Ski-Di.
29. On holidays, pontoon boats will be allowed to operate unless Security determines that boat traffic is too heavy. To avoid boat congestion, pontoons and slow cruising boats must be operated close to the dockside of the lake and out of the ski channel.
30. Both Lake Ski-Di and Lake Tirawa are strictly off limits to air boats and hovercrafts.

31. Woodcliff reserves the right to prohibit any and all watercraft from the lakes which the Woodcliff Lakes Board deems to be unacceptable, whether due to size, noise, or speed.
32. No bow riding or swim platform riding will be allowed. SWIM PLATFORM RIDING WHILE THE BOAT IS UNDERWAY POSES A SIGNIFICANT RISK OF CARBON MONOXIDE POISONING. No passengers may ride outside the railing on pontoons while underway.
33. No tampering or moving of “no wake” or “swimming” buoys will be allowed.
34. No one shall operate a watercraft on the Woodcliff lakes while under the influence of alcohol or drugs. If there is reasonable cause to believe an operator is intoxicated, they will be subject to a field sobriety test with a Breathalyzer. A Blood Alcohol Content (BAC) of 0.08 is considered intoxicated. Refusal to submit to the Blood Alcohol Content (BAC) test will result in the same penalty as Driving while Intoxicated/Driving Under the Influence (DWI/DUI). Any operator of a watercraft involved in an accident or refusing to comply will be referred to the Saunders County Sheriff’s Office, or Nebraska Game and Parks officers. Violator’s watercraft may be impounded for safe keeping, at the owner’s expense.
35. No boat will be allowed to create undue or damaging wake. The operator of the vessel will be held responsible for any damage caused by his/her vessel.
36. Boats shall not carry more passengers, nor weight than they are rated for.

### **ZEBRA MUSSEL PREVENTION RULES**

1. All watercraft removed from either Lake Ski Di or Lake Tirawa shall complete a mandatory five-day quarantine and/or present certification of professional decontamination from a local marina before splashing in either of Woodcliff’s lakes.

Between Memorial Day and Labor Day, contact a Board Member at 402-720-7807 to have the gate opened and watercraft inspected for zebra mussels. **Appointments are best scheduled.** In an emergency, other arrangements can be made.

Watercraft leaving the lake will have a tether attached from the boat to the trailer. If the boat is returned to the lake/ramp and the tether is in place, no decontamination is needed. Watercraft entering Woodcliff water with the tether still attached will be admitted immediately. Boats being serviced by the Woodcliff Marina for repairs are exempt. Should the Woodcliff Marina be unable to make the necessary repairs, the Marina will tether the watercraft before it leaves to go to another repair shop.

Watercraft/docks/lifts without a tether must provide certification that professional decontamination has been completed or be inspected to ensure they are dry and have been quarantined for five (5) days. Watercraft with ballast tanks MUST be professionally decontaminated and present a copy of the receipt at time of re-entry. Boats without ballast must be inspected to ensure they are dry and have been quarantined for 7 days.”

2. Homeowners must be vigilant and responsible for all forms of craft or ‘toys’ that they put into the Lake such as: wake boards, paddle boats, kayaks, canoes, floaties, and the like. If they are used on other bodies of water, please be sure to follow the protocol listed in #5 below before using in Woodcliff Lakes.

3. Previously owned docks or lifts, other than ones already on the Lake, must be cleaned according to protocol listed below in #5 before installation.

4. Vendors or contractors who utilize water craft on Woodcliff Lakes water shall be required to clean equipment according to the protocol listed below in #5. A Vendor Agreement to access the ramps must be completed.

5. **PROTOCOL FOR CLEANING WATERCRAFT, TRAILERS, USED DOCKS OR LIFTS, TOYS AND EQUIPMENT:**

- a) REMOVE all plants and mud and dispose of in trash.
- b) WASH hull, trailer, equipment, bilge and other exposed surfaces with high-pressure hot water (140-155 degrees). DRY as much as possible.
- c) DRAIN all water from the boat (pull all plugs) and dry all areas, including the motor, motor cooling system live wells, ballast tanks, bladder, bilges, and lower outboard units.
- d) DRY watercraft for at least five (5) days in warm, dry weather and up to thirty (30) days in cool, moist weather before launching into fresh water.
- e) OR HIRE A LOCAL MARINA QUALIFIED TO CLEAN & CERTIFY WATERCRAFT.

6. All private boat ramps within Woodcliff Lakes are for the private lot owners use only and shall comply with all Zebra Mussel Prevention Rules.

7. No motorized watercraft should be launched anywhere other than the two gated HOA boat ramps. Residents that launch powered watercraft from common areas, beaches or any boat ramp without being inspected are subject to a fine of \$3,500.00.

8. Marina boat ramp is a private ramp for marina use only, and only to be used by Marina personnel for service at the Marina. If you use the Marina boat ramp you will be subject to the \$3,500.00 fine.

## **FISHING REGULATIONS**

1. State law requires that residents and guests fishing in Woodcliff's Lakes must have a valid State of Nebraska fishing permit and abide by the rules established by the Nebraska State Game and Parks Commission.
2. All bag limits are per state law except Muskie, Walleyed Pike, and Wiper fish which are catch and release only.
3. No bass or catfish less than fifteen (15) inches may be taken from either lake.
4. Boat fishing on Lake Ski-Di will not be allowed between 12:00 noon and 6:00 pm on Saturdays, Sundays or Holidays from Memorial Day through Labor Day weekend. However, fishing is allowed all year round in no-wake areas.
5. Guests may fish in either of Woodcliff's lakes only when accompanied by a Woodcliff resident or with a proper guest fishing permit obtained from the Woodcliff Office or Security. The guest permit will be good for no more than 3 days, and must be signed by Security or an authorized agent, and the lot owner/host. The person applying for the permit must produce a valid State of Nebraska fishing license, and obey all Woodcliff rules, and the laws of the State of Nebraska. The authorizing lot owner will be held responsible for the actions of the guest, and his rule and law infractions, and the attached penalties.
6. Bow fishing for Carp and Gar will be allowed on both lakes on weekdays only, and after dark with the use of spotlights. Fishing licenses are required and must be in possession. Arrows must be tethered with the appropriate fishing line for retrieving the arrows and fish. Fish must be removed from the lake and disposed of properly. Anyone under the age of 16 must have adult supervision 19 years of age or older. **RESIDENT BOATS ONLY, UNLESS AUTHORIZED BY THE BOARD** and any guests must be accompanied by an adult resident. Fishermen will be responsible for any damages to persons or property. The resident lot owner is responsible for their guests and their guests' actions. Violations of any of the above provisions will result in a citation and revocation of these privileges for the offender.



## **HUNTING REGULATIONS**

1. The shore of the Platte River is a State Game Refuge for a distance of 20 rods, or 330 feet from the river's edge extending inland adjacent both shores to include Woodcliff Lakes. There is no hunting of waterfowl on the refuge. Use of firearms on the refuge is restricted.
2. Rifles, shotguns, pistols, pellet guns, BB guns, paintball guns, or any other firearms, as well as archery, will not be discharged or shot anywhere on the Woodcliff Lakes property or on individual lots without permission from the Woodcliff Lakes Board. This rule does not apply to Security in the normal performance of their duties.

## **DISCIPLINE AND ENFORCEMENT OF RULES AND REGULATIONS**

1. Woodcliff will be patrolled, and violators will be subject to enforcement under the Woodcliff Lakes' Covenants, Woodcliff Lakes' By-laws, Woodcliff Lakes' Rules and Regulations and enforcement procedures; or criminally in Saunders County Court.
2. With the assistance of Security, the board of directors will keep records of violations of the by-laws, rules and regulations, or law violations, with respect to members or their guests.
3. Documented warnings and citations will be issued for violations of the foregoing covenants, bylaws, and rules and regulations. Continued disregard for the rules and by-laws may result in permanent revocation of privileges. Lot owners are responsible for the actions of their guests.
4. Under extenuating circumstances, the Woodcliff Board of Directors and/or Security, reserve the right to take reasonable actions when conditions appear to threaten the safety or security of Woodcliff residents and property.
5. Criminal offenses will be turned over to the Saunders County Sheriff's Office and Saunders County Attorney for prosecution. Woodcliff Lakes and Woodcliff Security will not get involved in civil matters between residents, or involving residents, such as, but not limited to, property line disputes, or contract disputes.

## **VIOLATION CONSEQUENCES and FINE/LIQUIDATED DAMAGES SCHEDULE**

The first violation of any Woodcliff rule may be addressed with a warning or a citation at the officer's discretion.

Violations resulting in a citation will be reviewed by the Woodcliff Lakes Board of Directors at the next regularly scheduled meeting. Members have the right to contest any citation. To contest a citation, a member must notify the Woodcliff Office, by phone or mail, within ten (10) days of receiving the citation of the intention to contest the citation at the next regularly scheduled Board meeting. Failure to notify the Woodcliff Office will indicate that the citation is not to be contested. If a member, or their guest, is found in violation, the resulting fines will be assessed accordingly:

VIOLATIONS OF THE RULES, (unless specified below), will result in a fine/liquidated damages of \$50.00 on the first citation. The second violation/citation of the same rule will result in doubling of the fine/liquidated damages, or \$100.00, and the process will repeat in this manner, doubling per violation of the same rule.

First Offense:   \$50.00   S    Second Offense:   \$100.00       Third Offense:   \$200.00

and so forth... Citations shall be paid within 30 days of receipt.

**VIOLATION OF COVENANTS, GENERAL REGULATION #16 will result in a minimum fine/liquidated damages of \$250 and/or loss of Lake Privileges. The amount of the fine/liquidated damages and the loss of lake privileges will be at the discretion of the Woodcliff Lakes Inc. Board of Directors based on which covenant and the severity of the violation.**

VIOLATION OF THE *RECKLESS OPERATION* RULES will result in a fine/liquidated damages of \$100.00 on the first offense/citation, and subsequent violations/citations will result in the fine/liquidated damages being doubled for each occurrence thereafter.

First Offense: \$100.00                      Second Offense: \$200.00                      Third Offense: \$400.00

VIOLATION OF *WATER SAFETY REGULATIONS* RULE #1 concerning yearly inspection of watercraft and adherence of Nebraska Registration Numbers, Woodcliff Lot numbers, and Woodcliff color-coded watercraft stickers will result in a fine/liquidated damages of \$250 AND if on the lake, immediate removal from the lake until this regulation is met.

First Offense \$250.00 if paid within 30 days \$1000.00 if paid later then                      Second Offense: \$1000.00  
30 days Third Offense \$2,000.00

VIOLATION OF *ZEBRA MUSSEL PREVENTION* RULES #1 THRU #6 concerning rules for the prevention of Zebra Mussel infestations will result in a fine/liquidated damages of \$1,000.00.

First Offense: \$1,000.00                      Second Offense: \$2,000.00                      Third Offense: \$3,000.00

Launching watercraft without being inspected and/or from anywhere other than the two common ground boat ramps:

First Offense: \$3,500.00

VIOLATION OF THE DRIVING WHILE INTOXICATED/DRIVING UNDER THE INFLUENCE (DWI/DUI) AND BOATING WHILE INTOXICATED/BOATING UNDER THE INFLUENCE (BWI/BUI) rules will result in a fine/liquidated damages of \$500.00. Intoxicated operators involved in accidents will be immediately referred to law enforcement agencies.

First Offense: \$500.00                      Second Offense: \$1,000.00                      Third Offense: \$2,000.00

VIOLATION OF THE MINOR IN POSSESSION (MIP) rule will result in a fine/liquidated damages of \$250.00.

First Offense: \$250.00                      Second Offense \$500.00                      Third Offense \$1,000.00

VIOLATION OF THE RULES PERTAINING TO DUMPING OF LEAVES, YARD WASTE, OR OTHER TRASH INTO THE LAKES will result in a fine/liquidated damages of \$500.00 on the first offense/citation, and subsequent violations will result in the fine/liquidated damages doubling per offense/citation. THESE SAME FINES/LIQUIDATED DAMAGES APPLY TO BRINGING IN SAND, GRAVEL, OR OTHER AGGREGATE WITHOUT BOARD APPROVAL.

First Offense: \$500.00                      Second Offense: \$1,000.00                      Third Offense: \$2,000.00

DUMPING YARD WASTE OR TRASH ON COMMON GROUND, or any other Woodcliff Lakes property will result in a fine/liquidated damages of \$250.00 per offense/citation, and subsequent violations will result in the fine/liquidated damages doubling per offense/citation thereafter.

First Offense: \$250.00                      Second Offense: \$500.00                      Third Offense: \$1,000.00

The lot owner is the ultimate responsibility for paying the fines/liquidated damages, you are responsible for your guests. Residents have a maximum of Sixty (60) days to pay citation Fines/Liquidated damages.

In addition to all fines/liquidated damages, a lot owner will be responsible for any costs incurred by the Woodcliff Lakes Association in collecting such fines/liquidated damages and enforcing the covenants, rules and regulations of the Woodcliff Lakes Association. Unless otherwise specifically provided to the contrary, the fines/liquidated damages shall be per citation. Violations by an individual within a period of twelve (12) months for the same rule will be considered a repeat violation for purposes of fines/liquidated damages. As per 2010 Nebraska State Law LB 736, Woodcliff Lakes Inc., serving as the Homeowner's Association, has the right to file a lien on a member's real estate for assessments and fines/liquidated damages imposed and uncollected.

VERBAL THREATS to members, Security, Board Members, and/or its employees will be cause for immediate suspension of lake privileges. The Woodcliff Lakes Board will not tolerate disregard for the safety of others or abusive language from offenders at any time.

VERY SERIOUS VIOLATIONS, regardless of the number of offenses, will be handled on an individual basis, and can result in immediate loss of Lake Privileges. In situations where life, limb, or property is put into imminent danger, immediate suspension of all lake privileges pertaining to the violation will occur.

*For the purpose of this document, “Lake Privileges” are defined as use of facilities, lakes, roads, common grounds, ATV privileges, and watercraft privileges at Woodcliff Lakes, save for ingress and egress from the main gate to the member’s lot by use of the roads. Loss of privileges will be enforced upon the violator, and the lot owner, if the violator is a guest.*

**ATTACHMENT 1**

<b><u>Vehicle</u></b>	<b><u>Age Requirement</u></b>	<b><u>Time Restrictions</u></b>	<b><u>Restrictions</u></b>
<b>ATV &amp; Snow-Mobiles</b>	Under Age 12	8 am -11 pm	Helmet Required Must be accompanied by an adult.
	Age 12-16	8 am -11 pm	Helmet Required Must have passed ATV safety course.
	Age 16-18	8am - 11pm	Helmet Required
<b>Golf Cart &amp; UTV</b>	Under Age 12	8am - 11pm	Must be accompanied by an adult.
	Age 12-16	8am - 11pm	Must have passed ATV safety course.
	Age 16 and older	8am - 11pm 8am -1am	Driver must be licensed for later time restriction.
<b>Boat</b>	Age 14- 15	May not operate from dusk ‘til dawn	Must have and carry boater's certification. Towing of any type prohibited.
	Age 16-17	May not operate from dusk ‘til dawn	Towing of skiers & wakeboards allowed

	Age 18 and older		Anyone born after 12-31-85 must have and carry boater's certification
<b>Jet Ski</b>	Age 14-18	May not operate from dusk 'til dawn.	Must have and carry boater's certification. Towing of skiers prohibited.
	Age 18 and older	Jet skis may not operate from Noon- 5:00 pm on Saturdays, Sundays and Holidays from Memorial Weekend through Labor Day Weekend.	Anyone born after 12-31-85 must have and carry boater's certification

## **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.

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## **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.

## **Woodcliff Lakes Association**

T1018A North Lake Shore Drive

Fremont, NE 68025

Phone: 402-753-0247

Email: [office@woodcliffakes.com](mailto:office@woodcliffakes.com)  
*RETURN SERVICE REQUESTED*

### **Woodcliff Lakes Association Board**

#### **Members:**

##### **President:**

Lonnie Mahrt 402-402-680-4953  
[lonniemahrt@jimsearch.com](mailto:lonniemahrt@jimsearch.com)

##### **Vice President:**

John Menning 402-690-2341  
[john.menning@cds.com](mailto:john.menning@cds.com)

##### **Treasurer:**

Tom Gesell 712-253-0165  
[tagesell@gmail.com](mailto:tagesell@gmail.com)

##### **Secretary:**

Sean Kenney 402-416-0118  
[seanmfm@gmail.com](mailto:seanmfm@gmail.com)

##### **Directors:**

Les Hileman 402-480-3751  
[hileman1971@gmail.com](mailto:hileman1971@gmail.com)

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