

Preparer: Tim Hogan, President, The Wilds Development Bartlett, LLC,  
General, PH: 605-690-0969  
The Wilds Development Bartlett, LLC, PO Box 28, Brookings, South Dakota 57006  
RETURN RECORDED ORIGINAL TO PREPARER

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF THE WILDS DEVELOPMENT BARTLETT, LLC  
THE DECLARANT**

This declaration of restrictive and protective covenants is made by **THE WILDS DEVELOPMENT BARTLETT, LLC**, hereinafter referred to as Declarant.

**W I T N E S S E T H:**

**WHEREAS**, the Declarant intends to develop and improve said tract of land and desires to offer for sale the lots in said plat along with additional lots, and desires to subject said tract of land, together with all the other Properties (hereinafter defined), with this Declaration of Covenants, Conditions and Restrictions.

**NOW, THEREFORE**, Declarant hereby declares that all of said property is hereby made and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, liens, charges, and uses hereinafter set forth. Said covenants, conditions, restrictions, reservations, liens, charges and uses shall run with the real property shown on said plat, shall be binding upon all parties having and/or acquiring any right, title or interest in the said real property or in any part thereof, and shall inure to the benefit of each and every person or entity from time to time owning or holding an interest in said real property.

## ARTICLE I - DEFINITIONS

The following terms shall have the following meanings unless a different meaning is plainly required by the context:

Section 1.1. “Articles” shall mean the Articles of Incorporation of THE WILDS RV RESORT RECREATIONAL VEHICLE SUBDIVISION ASSOCIATION, as such Articles may be amended from time to time.

Section 1.2. “Additional Property” shall mean any additional real property deeded to the Association by the Declarant.

Section 1.3. “Association” shall mean THE WILDS RV RESORT RECREATIONAL VEHICLE SUBDIVISION ASSOCIATION, an Iowa not-for-profit corporation, its successors and assigns.

Section 1.4. “Board” shall mean the Board of Directors of THE WILDS RV RESORT RECREATIONAL VEHICLE SUBDIVISION ASSOCIATION.

Section 1.5. “Bylaws” shall mean the bylaws of THE WILDS RV RESORT RECREATIONAL VEHICLE SUBDIVISION ASSOCIATION.

Section 1.6. “Common Area” shall mean all real property and the improvements thereon owned by the Association for the common use and enjoyment of the Owners. The Common Area shall include all of the roads shown on any Plat; additional real property acquired by the Association for the expansion of existing recreational facilities; and, any private roads designated as “common area” on any subdivision plats of any portion of the Additional Property that is annexed in accordance with the provisions of Article X upon the conveyance of such “common area” to the Association pursuant to the provisions of Section 2.4 of this Declaration.

Section 1.7. “Declarant” shall mean The Wilds Development Bartlett, LLC, its successors and assigns.

Section 1.8. “Declaration” shall mean this Declaration of Covenants, Conditions, and Restrictions, as it now exists and as it may later be amended from time to time and recorded in the office of the Register of Deeds, Fremont County, Iowa.

Section 1.9. Intentionally Omitted.

Section 1.10. “Lot” shall mean any part of the Property that is separately designated and numbered on the Plat(s). It shall exclude the Common Area. “Lot” shall also include any separately designated and numbered lot shown on a plat of any portion of the Additional Property which is annexed in accordance with the provisions of Article X.

Section 1.11. “Member” shall mean a member of THE WILDS RV RESORT RECREATIONAL VEHICLE SUBDIVISION ASSOCIATION.

Section 1.12. “Owner” shall mean the record owner, whether one or more person or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

Section 1.13. “Plat” shall mean the recorded plats for THE WILDS RV & GOLF RESORT, recorded or to be recorded with the Fremont County, Iowa Recorder.

Section 1.14. “Property” shall mean RV Lots shown on the plats; and all of the roads shown on the plats; and, if and to the extent annexed, shall also mean the Additional Property.

Section 1.15. “Recreational Vehicle” as used herein shall mean any commercially manufactured travel trailer, park model travel trailer (“Park Model”), Class A or C motor-home that is self contained, of such exterior material and design as that customarily used by recognized manufacturers of such vehicles, used principally as a facility to provide living quarters for recreational camping. Wheel sun shields and fifth wheel trailer pins may be placed on a Recreational Vehicle, but such items shall be of such exterior material and design as that customarily used by recognized manufacturers of such vehicles. All Recreational Vehicles shall be maintained in good condition and shall be clean and neat in appearance. All Recreational Vehicles shall be new or in a well maintained condition approved by the Architectural Control Committee when placed on a Lot. All Recreational Vehicles located within the 100 year floodplain or flood-prone areas (all property west of the Missouri River Levee) shall be required to be in compliance with the Federal Emergency Management Agency (FEMA) requirements that require that recreational vehicles placed on sites within a floodplain be on the site for fewer than 180 consecutive days and fully licensed for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

## ARTICLE II - PROPERTY RIGHTS

Section 2.1. Owner’s Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot. Such right and easement of enjoyment shall be subject to reasonable rules and regulations adopted by the Board, which may include, but shall not be limited to:

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

(B) the right of the Association to suspend the voting rights and recreational facility use

of an Owner for any period during which any assessments against that Owner's Lot remain unpaid; and, for a period not to exceed sixty (60) days, for any infraction of the Association's rules and regulations;

(C) the right of the Association to limit the number of a Member's guests who may use the Common Area at a given time;

(D) the right of the Association to borrow money for the purpose of improving the Common Area (subject to the ratification of the Members as provided for in the Bylaws); and, in aid thereof, to mortgage the Association's property, provided that such mortgage shall be subordinate to the rights of the Owners in and to the Common Area, pursuant to the by-laws of the association; and,

(E) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective, however, unless ratified by the Members as specified in the Bylaws; provided, however, that the Association shall have the right to grant easements for construction and maintenance of utilities under and across the Common Area, without the approval of the Owners.

(F) the right of the Association, in the case of multiple owners of an individual lot, to limit the number of such multiple users who may use the Common Areas.

(G) the right of the Association to grant an easement to Declarant over portions of the Common Area for ingress, egress and utilities for access to and egress from all or any portion of the Additional Property.

(H) the right of the Association to adopt and amend as needed a Emergency Plan for the evacuation of all recreational vehicles and personal property from flood-prone areas and to create and implement regulations concerning the evacuation.

Section 2.2. Delegation of Use. In accordance with the Bylaws and as restricted by the Declaration, any Owner may delegate, his rights of enjoyment in and to the Common Area and the facilities located thereon to the members of his family, his tenants, contract purchasers, guests, and invitees, subject to any limitations adopted by the Association or Board.

Section 2.3. Easement for Utilities The Declarant, its successors or assigns, reserves an easement both under and over ground covering a strip of land fifteen (15) feet on the portion of any lot that runs adjacent to a road or private drive for maintenance, installation, repair, replacement, alteration and operation of sewer lines, waterlines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, pipes, wires, power lines, electrical lines, telephone service, gas lines, valves, gates, pipelines, cable television services, alarm systems and all machinery and apparatus appurtenant thereto to all of the foregoing as

may be necessary or desirable for the installation and maintenance of utilities and providing services to the Lot owners, the Properties, Common Property or Commercial area. The size, width and location of all such easements will not unreasonably interfere with the use of any improvements. The Board is authorized to grant such additional licenses, easements, and rights of way for utilities and services as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, or for the health, safety, convenience, and welfare of the Owners.

Section 2.4. Title to Common Area. Fee simple title to common areas and the private roads within the resort shall be conveyed to the Association in the future. The conveyance of fee simple title to the WILDS RV RESORT RECREATIONAL VEHICLE SUBDIVISION ASSOCIATION shall be made subject to the reservation by Grantor of a non exclusive easement for ingress, egress and utilities over and across the roads and common area for the benefit of the Grantor and its assigns.

Section 2.5. Common Area Undivided. The Common Area shall remain undivided; and, after its conveyance to the Association, it shall at all times be owned by the Association.

Section 2.6. Restriction on Further Subdivision. No RV Lot shall be further subdivided or partitioned.

Section 2.7. Golf Play Easement. Each lot abutting or continuous to or adjacent to the golf course or golf club shall have reserved from the title thereof, for the benefit of the developer, golf course owner, and any golf club (and its members) as might be organized by the developer in respect to the operation of a golf course or golf club, by recordation of this declaration, perpetual, alienable, and transferable easements over, across, and upon each such lot to permit the doing of every act necessary and proper to the playing of golf on the golf course, which easements are expressly hereby reserved and established. The acts regarding the playing of golf on the golf course shall include, but not be limited to, the recovery of golf balls from any area on such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon the golf course, the usual and common noise level created by the playing of the game of golf, and the maintenance of any golf course or golf club together with all other common and usual activities associated therewith, and with all the normal and usual activities associated with the operation of a golf course or golf club. Nothing herein shall, however, permit golf play on any lot as this reserved easement that limits golf play to the golf course. Notwithstanding anything herein to the contrary, no fence or other object shall be constructed on any lot that interferes with the easement rights herein contained. Any lot immediately adjacent to any golf course will carry a non-exclusive easement in favor of the adjacent golf course for over-spray of water from the irrigation system serving it. Under no circumstance shall the Declarant, Association or the owner of such golf course be liable for such damage or injuries resulting from such over-spray or the exercise of this easement.

Section 2.8. Pedestrian/Golf Car Path Easement. By recordation of this declaration, developer does hereby reserve unto itself and its successors and assigns in interest to the

golf course and the golf club (and its members), the perpetual, alienable, and transferable right and easement to enter and travel upon, on, over, and across the common areas for all invitees, licensees, guests, and other authorized users of the golf course and the golf club for the construction and use of pedestrian and golf car paths located in such portions of the community as serve the golf course and the golf club.

ARTICLE III - USE RESTRICTIONS, FLOODING  
AND GOLF ASSUMPTION OF RISKS

Each Lot is restricted to the following uses and each lot owner assumes the following risks:

Section 3.1. Limited to Recreational Vehicles, limit to type and size. Each Lot shown on the Plat is restricted to the parking of one (1) Recreational Vehicle. Class A and Class C and 24'-or-longer fifth-wheels and travel trailers only that appear to be within 10 years of new. No pop-ups, tents, Class B or truck campers are allowed. Exceptions may be granted by the Board for Airstream or other unique RV's. The parking of additional vehicles, each of which is used only for transportation and not for eating and sleeping, is permitted. No framed home or structure may be placed on any Lot located west of the Federal levee except that a shed approved by the Association may be placed on a lot. No park model travel trailer shall be permitted on the land within the Missouri River floodway also known as land below or west of the Federal levee and no park model travel trailer may be placed on a lot located east of the Federal levee unless specifically permitted by the Declarant.

Section 3.1 (A). Additional Property Limited to Residential or Common Area Use. Any portion of the Additional Property annexed in accordance with the provisions of Article X shall be limited to recreational vehicle use and/or to such other residential use as may then be permitted by applicable Fremont County zoning ordinances except that a portion as determined by the Declarant may be used for commercial purposes.

Section 3.2. Permissible Additions. A RV Lot shown on the Plat may contain:

(A) A semi-permanent awning attached to the Recreational Vehicle which meets architectural standards adopted by the Board. Semi-permanent awnings shall be so constructed that both the awning and supporting structures are detachable. Metal louvers may be attached to the awning in accordance with the rules of the Board.

(B) A free-standing awning which meets architectural standards adopted by the Board. Metal louvers may be attached to the awning in accordance with the rules of the Board.

(C) A trellis, planter box, or stub wall may be constructed around the patio, slabs, or area covered by an awning, provided it does not exceed thirty-two inches (32") in height. This shall not be interpreted as permitting a lot owner to install a fence on a lot.

(D) RV Ports are not permitted except as authorized by the Board of the Architectural

Review Committee, and no RV Ports are permitted west of the Federal levee within the Missouri River Floodway.

(E) Tables, benches, Chairs, fireplaces, and grills; however, none of these items may be placed within the setback area as described in Section 3.4

(F) Landscaping of a type compatible with other Lots and consistent with any landscaping policies set by the Board and implemented by the Architectural Review Committee.

(G) A freestanding uncovered porch not to exceed four feet (4') by four feet (4'), with steps to ground level and hand railings, may be placed at the door of the Recreational Vehicle.

Section 3.3. Board Approval. Prior to placing a Recreational Vehicle, awning, trellis, landscaping, or other permitted item upon a Lot, certification must be obtained from the Board or its designee that the Recreational Vehicle, awning, trellis, landscaping, or other permitted items will be in conformance with this Declaration and the reasonable rules of the Association. The Board may approve, or designate an agent to approve, reasonable variances from this Declaration. Notwithstanding the foregoing, awnings over windows and semi-permanent awnings next to Recreational Vehicles do not have to be previously approved before placement.

Section 3.4. Setbacks. The Board shall set rules as to placement of the Recreational Vehicles, awnings and pads on a Lot, including setback requirements.

Section 3.5. Tents. No tents, tent trailers, or sheds shall be used at any time as a residence on the Property except that the Board may designate in the future an area of the resort for tents or tent trailers and except that the Board may set certain weekends in the future where tents are permitted on lots for a set period of time.

Section 3.6. Business or Offensive Activities.

(A) No part of the Common Area, Owner's Lot, or any part of the Property shall be used for business, professional, commercial, or institutional purposes, except a home office is acceptable provided the business shall not involve visits by walk-in customers or the general public and there is no external evidence of a business operation. The Board may, in its sole discretion, approve the use of Common Areas for events that are judged to be beneficial to the Association members as a whole. These events may include, but are not limited to swap meets, arts and crafts shows or music concerts.

(B) No noxious, offensive, immoral, or illegal trade or activity may be conducted upon any Lot or in the Common Area; nor, shall anything be conducted within the Property that may be or become an annoyance or nuisance to the neighborhood or detract from the appearance of the neighborhood. Nothing shall be done to or within a Lot or Recreational Vehicle, which will increase the rate of insurance on the Common Area or other Lots.

Each Lot and Recreational Vehicle shall be kept in a reasonably sanitary condition, free of offensive odors and insect infestation. No rubbish or debris of any kind shall be placed or permitted to accumulate upon a Lot or adjacent to any Lot or portion thereof that is unsanitary, unsightly, offensive or detrimental to the Property, to other Lots, or to occupants. No exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed on the Property.

Section 3.7. Signs. No billboard or sign (other than a name and address sign that meets the written rules and regulations of the Board) shall be displayed or placed upon any Lot, on the outside of any Recreational Vehicle, in any window, or in or on a vehicle parked on the Property. To assist Owners desiring to sell their Units or Lots, the Board, in its sole discretion, may permit "For Sale" or "For Rent" signs to be placed in Unit windows or on Lots. The size and style of such signs shall be determined by the Board.

Section 3.8. Outside Lighting. Except as may be installed by the Declarant or the Board in the future, no spotlights, floodlights, or similar type high-intensity lighting shall be placed or utilized upon any Lot, which in any way allows light to be reflected on any other Lot on the improvements thereon, upon the Common Area, or any part thereof, without the prior written authorization of the Board. Other types of low-intensity lighting, which does not disturb the Owners or other occupants of the Property, shall be allowed.

Section 3.9. Animals.

(A) No animals, other than a generally-recognized house pet limited to one dog and/or one cat, shall be allowed outside of a recreational vehicle at any one time. In no event shall any pet animals be kept for breeding or commercial purposes. No animal shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. No structure for the care, housing, or confinement of any animal shall be maintained anywhere on a Lot. The Board may, upon the written request by any Member, determine in its sole discretion whether a particular animal is a nuisance or is making an unreasonable amount of noise for purposes of this Section. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained herein.

(B) All pets must be kept on a leash or must be otherwise confined when not within the Recreational Vehicle. The Owner of a Lot on which a pet resides shall be responsible for immediate clean-up of all fecal material created by that pet. Any pet owner who fails to pick up after his or her pet may be subject to cleanup fees as determined by the Board. Repeat offenders may be subject to progressively larger fees. Pets may be exercised on certain designated common grass areas and on the streets or roads within the resort.

Section 3.10. Parking. All permitted vehicles must be parked on a Lot or in such areas designated by the Board in writing by its rules and regulations. Except as varied by written regulations adopted by the Board:

(A) Street parking is not allowed except for emergency vehicles temporarily there.

(B) Parking in the common spaces throughout the Property is exclusively for persons using the recreational facilities and is not to be used for storage or any similar use. The Association shall have the authority to operate, manage, and use such parking spaces for and on behalf of all Owners.

(C) A visitor or Lot Owner whose vehicle is parked on other than the Owner's Lot is required to display an identification card showing the vehicle owner's name, Lot number, and telephone cell number of the vehicle owner or of the Lot Owner being visited.

Section 3.11. Windows. No reflective materials, including but not limited to aluminum foil, reflective screens or glass, mirrors, or similar type items shall be permitted on any Lot or Recreational Vehicle so as to be visible from outside the Recreational Vehicle; except as permitted by the Board.

Section 3.12. Laundry Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any portion of the Property. No washing machines or dryers shall be kept or maintained on any Lot, except within a Recreational Vehicle.

Section 3.13. Mineral Exploration. No portion of Property shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

Section 3.14. Trash and Incidentals. All equipment, boxes, woodpiles, storage piles, and other similar items shall be kept so as to conceal them from view of neighboring properties and streets. Rubbish, trash, and garbage shall not be burned nor allowed to accumulate on any Lot or on the Property. No incinerators shall be permitted on the Property. A small fire pit is permitted but the Board may place reasonable restrictions on burning and regulate the size of fire pits and may be subject to burning bans imposed by Fremont County or the State of Iowa. No trees shall be cut from common areas by lot owners without the approval of the Association. No lot owner or guest may keep on a lot more than ½ cord of firewood at any time. No firewood may be stacked within ten feet of a lot line and the firewood may not be stacked higher than thirty inches and may not be used as a fence or screen.

Section 3.15. Noisy Equipment. Except for emergencies, all equipment that gives off disturbing sounds or loud noises, including but not limited to radios, stereos, televisions, lawn mowers, power hedge clippers, power chain saws, mopeds, motorcycles, and other similar noisy equipment, must be operated in a reasonable and non-offensive manner.

Section 3.16. Rentals. No portion of the Property, except an entire Lot, may be rented, for RV use purposes. All leases shall be pursuant to a written lease, which shall contain a provision in which the tenant agrees to submit to the terms and conditions of this Declaration, the Articles, the Bylaws, and the rules and regulations adopted by the Board as though such tenant were an Owner. Notwithstanding any language in the lease to the

contrary, no lease of any Lot shall exonerate or excuse any Owner from any of the obligations set forth herein. Each Owner shall cause the tenant, occupant, or persons living with the Owner or with the tenant to comply with this Declaration, the Articles, the Bylaws, and the rules and regulations adopted by the Board. The Owner shall be responsible and liable for all violations and losses caused by the Owner's tenants and occupants, notwithstanding the fact that the tenants and occupants are also fully liable for the violations.

During the period of time any Lot is rented, the Owner of a Lot shall be deemed to have licensed his or her rights to use the Common Area and all recreational facilities to the tenant. In the event that a tenant, occupant, or person living with the tenant violates a provision of this Declaration, the Articles, the Bylaws, or rules and regulations adopted by the Board, the Association shall have the power to bring an action or suit against the tenant to recover sums due for damages, for injunctive relief, or for any other remedy available at law or equity. The Association's costs in so doing, including but not limited to reasonable attorneys' fees, together with interest as provided in Article V, shall be reimbursed by the tenant to the Association and shall constitute a lien on the applicable Lot, which may be enforced in the manner described in Article V.

The Board shall also have the power to suspend the right of the tenant, occupant, or person living with the tenant to use the recreational facilities within the Common Area for any violation by the tenant, occupant, or person living with the tenant of any duty imposed under this Declaration, the Articles, the Bylaws, or the rules and regulations adopted by the Board. No suspension of the right of a tenant, occupant, or person living with the tenant to use the recreational facilities within the Common Area may be for a period longer than 60 days (except that the foregoing limitation shall not affect or prevent termination of the applicable lease if permitted by the terms of the lease or otherwise by applicable law).

The provisions of this Section 3.16 shall not apply to rental of the Common Area by the Association. All rentals of Common Areas shall require the approval of the Board and are limited to activities of a public nature.

Section 3.17. Obstruction of Common Area. There shall be no obstruction of the Common Area, nor shall anything be left or stored in the Common Area except by the Association.

Section 3.18. Declarant Exempt. Notwithstanding anything contained herein to the contrary, none of the use restrictions contained in this Declaration, shall be construed or deemed to limit or prohibit any act of the Declarant or its employees, agents, subcontractors, or parties designated by any of them in connection with the construction, completion, sale, or leasing of Recreational Vehicles and Lots. By way of illustration and not limiting the generality of the foregoing, the Declarant shall have the right to place "For Sale" or "For Rent" signs on any unsold or unoccupied Lots or Recreational Vehicles and to place such other signs on the Property as Declarant may determine in its discretion to be useful in selling unsold Lots or Recreational Vehicles. Furthermore, the

Declarant may occupy or give any person permission to occupy Lots or the Common Area for sales and clerical activities and for the purpose of maintaining model Recreational Vehicles for display, promotion, and the like.

Section 3.19. Exterior Exposure; Coolers, Ventilation Fans and Fences Prohibited. No Owner shall cause or permit anything to be hung or displayed on the outside of doors or placed on the outside walls of a Recreational Vehicle. No sign shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board.

No fence or wall shall be erected or maintained on any lot except as permitted in Section 3.2 above.

No evaporative coolers or ventilation fans may be placed on any roof of a Recreational Vehicle or elsewhere on a Lot so as to be visible from view of neighboring properties or streets without the prior written consent of the Board.

Section 3.20. Laundry and Rubbish in Common Areas. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Area. The Common Area shall be kept free and clear of rubbish, debris, and other unsightly materials.

Section 3.21. Alterations of Common Area. Nothing shall be altered or constructed in or removed from the Common Area, except upon the prior written consent of the Board, provided that nothing contained herein shall limit Declarant's right to design and construct improvements on any portion of Common Area shown on a subdivision plat of a portion of the Additional Property that is annexed in accordance with the provisions of Article X.

Section 3.22. Propane Tanks. Only propane tanks utilized in connection with barbeque grills and Recreational Vehicles shall be permitted on any Lot. The use and storage of propane tanks must be in compliance with applicable rules of the Board, codes and laws and shall also be in compliance with Section 3.4.

Section 3.23. Air, Light, and View. Recreational Vehicles and awnings must be located on a Lot in such a manner so as not to materially obstruct or interfere with the air, light, or view relating to any adjacent Lot. The Board or its designee shall make any necessary designations as to whether a Recreational Vehicle, awning, or any other device materially obstructs or interferes with the air, light, or view relating to any Lot.

Section 3.24. Antennas. Except as approved by the Board or its designee, no antenna shall be erected, used, or maintained outdoors on any portion of any Lot unless it meets the following conditions (A) it is a dish antenna that is ground-mounted or side-mounted; (B) it meets the setback requirements found in Section 3.4; and (C) its diameter does not exceed thirty inches (30").

Section 3.25. Age Restrictions. The Property is intended, and shall be operated, for occupancy by adults and children if supervised by an adult. The Association shall have the right to adopt rules and regulations regarding the use of the Common Area by minor guests of Owners or Tenants.

Section 3.26. Flooding, Assumption of Risk, Indemnification and Weather. Each owner, by its purchase of a lot in the vicinity of the Missouri River and/ or within the Missouri River Floodway and below the 100 year flood stage hereby expressly assumes the risk of flooding. Further each owner understands and has been informed that there may be certain times caused by flooding when they cannot use or access their lot. Due to possible flooding each lot owner agrees to immediately remove their Recreational Vehicle from the lot if flooding is possible. It is understood and agreed that it is the responsibility of the individual lot owner to determine when they should remove their property from their lot. Each such owner agrees that the Declarant, the Association, any of the Declarant's affiliates or agents, Fremont County and the State of Iowa shall NOT be liable to any owner or any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of the owner's lot to the Missouri River, including, without limitation, any claim arising in whole or in part from the negligence of the Declarant, any of Declarant's affiliates or agents, and the Association. The owner hereby agrees to indemnify and hold harmless Declarant, Declarant's affiliates and agents, the Association and Fremont County against any and all claims by owner's visitors, tenants, or others upon such owner's lot due to flooding or damages caused by flooding.

The Owner must comply with any flood plain ordinances that may be enacted by Fremont County, State of Iowa including but not limited to the Iowa Department of Natural Resources and the Federal Government. All RV's west of the Federal levee and within the Missouri River Floodway must have current, valid, vehicle license plates, have wheels attached, and be ready for immediate towing at all times. Utility connections must be of a quick-disconnect type and must be capable of being shut off and detached in less than one hour. No fixed attachments may be connected to RV's. The owner further understands and agrees that due to weather the utilities including water and sewer may be turned off from or around November 15 through March 1 each year and that there will be minimal and limited access to the lots during the winter season. Each lot owner has consented to the adoption by the Declarant and the Association of a Emergency Plan for the evacuation of the recreational vehicle site in cause of flooding and further consents to the association or its agents to enter onto the individual lots to remove recreational vehicles and personal property from the site in the case of a possible flood and agrees to pay the association the cost of removal of the property from the site. Further that each lot owner agrees to indemnify and hold harmless Declarant, Declarant's affiliates and agents and the Association against any and all claims related to the removal of property from the individual lot and further agrees that the creation of the Emergency Plan does not insure that the property will be removed from the individual lot and the responsibility of protection of personal property shall continue to be with the individual lot owner.

Section 3.27. Theft, Assumption of Risk and Indemnification. Declarant and the Association is not responsible or liable for any loss, theft or damage to personal property of owner, guest or invitees of owner.

Section 3.28. Golf Lot Disclosure and Liability of Developer. The property is located adjacent or in close proximity to a proposed golf course. All lot owners acknowledge that owning the property adjacent or in close proximity to the proposed golf course involved certain risks that may have an impact and effect upon lot owner's enjoyment of the property. Lot owners acknowledge that such risks may include, by way of example and not as a limitation, noise associated with the playing of golf, golf tournaments, maintenance of the golf course and with the using of the proposed golf course and golf club's facilities; golf balls being hit into lot owner's property, with the potential of causing bodily injury or physical damage to any improvements or personality; and golfers entering lot owner's property to retrieve errant golf balls. Lot owners assumes all such risks and agrees that neither the developer, association or golf course or club shall be liable to lot owner or to any person claiming any loss or damage, including without limitation, actual, indirect, special, or consequential loss or damage arising from personal injury, destruction of property, trespass, or any other alleged wrong or entitlement to remedy based on, due to, arising from, or otherwise related to the proximity of lot owner's property to the proposed golf course or golf club or any portion thereof. Lot owners indemnify and hold harmless the developer, the association, and the golf course or golf club against any and all claims Lot owner's guests, invitees, or licensees, of any nature whatsoever, based on, due to, arising from, or otherwise related to the proximity of lot owner's property to the proposed golf course or golf club, or any portion thereof, including without limitation, all costs of litigation and attorney's fees incurred by the developer or the association.

Section 3.29. Assumption of Risk and Indemnification. Each owner, by its purchase of a lot in the vicinity of any private amenity (golf course) hereby expressly assumes the risk of noise, personal injury, or property damage caused by maintenance and operation of any such private amenity, including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset), (b) noise caused by golfers and spectators and general noise of golf tournaments, (c) use of pesticides, herbicides, and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) use of effluent in the irrigation or fertilization of any golf course, (f) over-spray of water from the golf course sprinkler system on residential lots, (g) reduction in privacy caused by golf traffic on the golf course or the removal of pruning or shrubbery or trees on the golf course, (h) errant golf balls and golf clubs and (i) design of the golf course.

Each such owner agrees that neither the Declarant, the Association, any of the Declarant's affiliates or agents, nor the golf course or golf club shall be liable to any owner or any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to

remedy based upon, due to, arising from, or otherwise related to the proximity of the owner's lot to any golf course, including, without limitation, any claim arising in whole or in part from the negligence of the Declarant, any of Declarant's affiliates or agents, the Association and the golf course or golf club. The owner hereby agrees to indemnify and hold harmless Declarant, Declarant's affiliates and agents, the Association and the golf club against any and all claims by owner's visitors, tenants, or others upon such owner's lot.

Section 3.30. Reasonable Rights to Develop. No rule or action by the Association or Boards shall unreasonably impede Declarant's right to develop the property.

Section 3.31. Driveway Improvements to Lots and fill. Each lot shall be improved with a minimum of 1,100 square feet of concrete for a driveway and R.V. pad in order to provide parking for one (1) recreational vehicle and one (1) auxiliary vehicle; provided, however, nor more than sixty percent (60%) of the lot may be covered with any impervious surface. The balance on the lot shall be sodded and/ or landscaped any may be irrigated. All lots located west of the Federal levee and within the Missouri River Floodway have certain restrictions concerning fill. No additional fill may be brought into the lots located within the Missouri River Floodway.

Section 3.32. Building Restrictions. Lots located east of the Federal Levee and not within the Missouri River Floodway are permitted to have certain improvements including RV Ports and/ or sun-rooms. The Board shall place restrictions on the size of enclosed areas, roof peaks, and restrictions on living areas. Reasonable variance to the Boards rules may be granted by the Association. An additional storage area may be constructed on a lot if in compliance with the rules of the Board. The exterior of any improvements or screen room or storage area constructed on any lot must be constructed using a approved siding approved by the Board and all constructed must be approved by the Board prior to the lot owner beginning construction.

Section 3.33. Waiver of Separation of Wastewater Treatment System. All lot owners hereby agree that they are familiar with the proposed controlled discharge lagoon that is a component of the Wilds RV park wastewater treatment system. They understand that the separation distance requirement for a commercial building or habitable structure established by the Iowa Department of Natural Resources is 1,000 feet. They understand that the distance from some of the platted lots is less than 1,000 feet and hereby agree to waive the separation distance requirement as it may relate to the lots.

Section 3.34. Restriction Against Registered Sex Offenders. No person required to register with the Iowa Sex Offender Registry, or who would be required to register if such person resided in Iowa, may permanently or temporarily reside on a Lot. As used in this section "temporarily resides" means living in or possessing any portion of a Lot for any amount of time.

If a Sex Offender Registrant resides in a Lot as a tenant, or under any other possessor interest, the Lot Owner must immediately cause the person to vacate the Lot and, if the person does not vacate the Lot within 7 days of the date the Lot Owner was notified by

the Association of the presence of a Sex Offender Registrant, then the Lot Owner will immediately commence eviction proceedings. If the Lot Owner fails to commence the eviction proceeding within 5 days following the date the Lot Owner is required to do so and diligently pursue the eviction to conclusion, then the Association may act as attorney-in-fact for the Lot Owner and pursue the eviction action at the Lot Owner's cost and expense. If any action seeking eviction of a Sex Offender Registrant does not result in a judgment of possession in favor of the Lot Owner, the Association may, but will not be obligated to, prosecute an appeal seeking the eviction of the tenant. In the event the Association obtains a final judgment resulting in the eviction of the tenant the Lot Owner will be responsible for all reasonable fees and costs of the Association in prosecuting the appeal.

Each Lot Owner hereby appoints the Association as the Lot Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant to this Association's Use Restrictions. This power of attorney is expressly declared and acknowledged to run with the title of any and all Lots and will be binding upon the heirs, personal representatives, successors and assigns of the Lot Owner.

Any Lot Owner who, by virtue of residing in a Lot, has been notified by the Association that he or she is in violation of this Paragraph of the Association's Use Restrictions, must vacate the Lot within 7 days of receipt of the Association's notice. If the Lot Owner fails to vacate the Lot within 7 days, the Association may, in addition to all other remedies available to the Association, purchase the Lot at a purchase price equal to the average of two independent appraisals to be obtained by the Association, less twenty five percent (25%). The reduction of twenty five percent (25%) is justified by anticipated costs of selling the Lot, including, without limitation, brokerage fees, legal costs and interest and loan fees, the cost of the appraisal, the realty transfer tax, and other customary and incidental selling costs.

The Association and its Board will not be liable to any Lot Owner or anyone occupying or visiting The Wilds RV Development as the result of the Association's failure to dispossess a Sex Offender Registrant.

#### ARTICLE IV - THE WILDS RV RESORT RECREATIONAL VEHICLE SUBDIVISION ASSOCIATION

Section 4.1. Purpose. THE WILDS RV RESORT RECREATIONAL VEHICLE SUBDIVISION ASSOCIATION shall be a nonprofit corporation organized under the laws of the State of Iowa. The Association shall own the Common Area in accordance with the provisions of this Declaration; shall take appropriate action to manage, maintain, repair, replace, improve, and insure the Common Area and the recreational facilities and improvements located thereon; shall perform related activities; and, shall perform all other functions and duties assigned to the Association by this Declaration, all in accordance with this Declaration, the Articles, and the Bylaws. The Association shall be responsible for providing such educational, recreational, and social programs as the

Board may determine. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration. The Board shall have the power to take all actions on behalf of the Association unless otherwise specifically stated in this Declaration, the Articles, or the Bylaws. The Board may enter into a contract with a management agent for the performance of the matters required by this Declaration.

Section 4.2. Membership. Every Owner of a Lot shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separate from ownership of a Lot, and ownership of a Lot shall be the sole qualification for membership. Except as provided in Section 3.16 hereof, tenants, or parties who hold an interest in a Lot merely as security for the performance of an obligation shall not be members. Membership shall be noted, and transferred upon the books of the Association. No membership certificate or shares of stock need be issued.

Section 4.3. Classes of Membership. The Association shall have two initial classes of members:

Class A. Class A members shall be all owners, except the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all of such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the absence of a designation to the Association as to who shall cast the vote for multiple Owners of a single Lot, the Association shall make such designation.

Class B. The Class B member shall, be the Declarant, and the Declarant shall be entitled to ten (10) votes for each Lot owned by the Declarant. The Class B membership shall cease when the Declarant no longer owns any portion of the Property or determines that Class B membership is no longer necessary. Thereafter, there shall be a single class of Members.

Section 4.4. Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default of the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults cured.

## ARTICLE V - ASSESSMENTS

Section 5.1. Covenant for Maintenance Assessments. The Assessments levied by the Association shall be used exclusively' to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance of the Common Area. The Declarant, for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed, whether or not actually expressed in such deed, is deemed to covenant and agree for the Owner and the Owner's heirs, personal

representatives, successors, and assigns, that each and every Lot within the Property shall be subject to a reasonable assessment, which the Owner of each Lot agrees to pay to the Association. Each Lot's assessment shall consist of:

(A) any individual assessment applicable to the Lot pursuant to Section 3.26 and 5.8 or other provisions of the Declaration;

(B) a pro rata share of the General Assessment provided for in Section 5.4 of this Article V; and

(C) a pro rata share of the Special Assessment set forth in Section 5.5 of this Article V; and

The pro rata share of each Lot shall be a fraction which shall have one (1) as the numerator, and the total number of Lots within the Property that are subject to assessment at the time of making any given assessment as the denominator. The amount attributed to each Lot's pro rata share will be reviewed and determined annually by the Board. The Board shall have the right, but not the obligation, to adjust each Lot's pro rata share during any fiscal year based upon additional Lots within the Property becoming subject to assessment as provided in Section 5.2.

Section 5.2. Commencement Date and Collection. The General Assessment provided for in section 5.4 of this Declaration has commenced with respect to all Lots shown on the Plat. The Association shall fix the amount of each Lot's General Assessment as referred to in Section 5.4 on an annual basis and at least thirty (30) days in advance of each annual assessment period. The assessment may be collected on a monthly, or on such other less frequent basis as the Board may determine. Written notice of the annual assessment, the due date, and the address for remittance shall be sent to all of the Owners. The Association shall, upon request and for a reasonable clerical charge, furnish a certificate of the Association setting forth whether the assessments on a Lot have been paid and the current status of the assessments against the Lot; and, the certificate so issued shall be binding upon the Association. General Assessments for each individual Lot shown on a subdivision plat of a portion of the Additional Property that is annexed in accordance with the provision of Article X shall commence upon the earlier of the sale of such Lot by Declarant or the occupancy of such Lot.

Section 5.3. Creation of Lien and Personal Obligation. Each Lot's assessment, together with interest, costs, and reasonable attorneys' fees incurred in the collection thereof shall be a continuing lien against the Lot. The Association is hereby authorized to record a Notice of Lien in the office of the Register of Deeds, Fremont County, Iowa, for any unpaid assessment. Each assessment, together with interest, costs, and reasonable attorneys' fees incurred in the collection thereof shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. An Owner's personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. No Owner or Lot may be exempted from these assessments by waiving the rights to use and enjoy the Common Area, by nonuse, by abandonment of the Lot, or otherwise.

Section 5.4. General Assessment. Each year the Board shall establish a General Assessment (“General Assessment”) against all Lots based on expenses estimated to be incurred by the Association during the following fiscal year in connection with the duties and services the Association is required to perform under the terms of this Declaration, the Articles, and the Bylaws, or which the Association deems appropriate in order to carry out the purposes of the Association. Such expenses shall include but shall not be limited to taxes and assessments against the Common Area, insurance premiums, utility bills, repair, replacement, and maintenance costs, administration and management costs, and a reasonable reserve for unbudgeted expenses, replacements, repairs, and contingencies. The General Assessment must be ratified by the Members in accordance with the Bylaws.

Section 5.5. Special Assessments for Capital Improvements. In addition to the General Assessments authorized in Section 5.4 above, the Association may levy, in any assessment year, a Special Assessment (“Special Assessment”) applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including related fixtures and personal property, provided that any such assessment shall be ratified by the Members in accordance with the Bylaws.

Section 5.6. Ownership Transfer Assessment. Class A Transfer Assessment. Prior to the conveyance of title of any Lot or Unit owned by a Class A Member, the property shall be inspected by a designee of the Board to ensure that the property is in compliance with all the requirements of these Covenants, Conditions, and Restrictions. At the time of the conveyance of title to any Lot or Unit, the Lot or Unit shall be assessed the sum of two hundred fifty dollars (\$250.00) (said amount may be increased by the Board in accordance with the Bylaws), as a transfer fee to compensate the Association for expenses incurred in amending its records and to be used for general clerical, mailing and legal expenses. This provision does not apply to Lots or Units owned by the Declarant.

Section 5.7. Uniform Rate of Assessment. General Assessments (Section 5.4) and Special Assessments (Section 5.5) shall be fixed at a uniform rate for all Lots.

Section 5.8. Individual Assessment for Maintenance and Restoration of Owner’s Lot.

(A) If the Owner of a Lot fails to maintain his or her Lot in a neat and clean condition or generally in a manner satisfactory to the Board as set forth in the rules and regulations under Section 6.2, the Association through its agents, employees, or independent contractors shall have the right, but not the obligation to enter upon such Owner’s Lot to repair, maintain, rehabilitate and restore the lot, yard, patio, awning, utility cables and connections, or exterior of any Recreational Vehicle located on the Lot to the condition deemed satisfactory to the Board. The cost thereof shall be charged against and collected from the Owner of the Lot, who must pay such invoice within thirty (30) days from the date sent. Furthermore, this amount shall be secured by and shall be subject to all provisions regarding the assessment lien as provided in this Article V.

(B) Prior to executing the right of restoration, as set forth in Section 5.8 (A), the Association shall give written notice to the Owner of the Lot specifying the necessary repairs, maintenance, rehabilitation, or restoration to be undertaken, and granting the Owner thirty (30) days to accomplish the same. If at the end of the thirty-day period the work required to be performed has not been completed or has been completed in a manner unsatisfactory to the Board, or if in the opinion of the Board sufficient action has not been taken to effect same, then the Association shall have the right to make such repairs, maintenance, rehabilitation, or restoration.

(C) Nothing herein contained shall be construed as granting the Association any right to enter into or inside any Recreational Vehicle located on a Lot without the Owner's consent.

Section 5.9. Effect of Nonpayment of Assessments; Remedies of the Association Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the rate of eighteen (18%) per annum. The Association may, but shall not be required to, bring an action at law against the Owner personally obligated to pay the assessment, or may foreclose the Association's lien against the Owner's Lot in the same manner provided by law for the foreclosure of realty mortgages or materialmen's liens. In any such action, the Association shall recover its reasonable attorneys' fees, costs, and interest, all of which shall be included in any judgment obtained by the Association. These remedies are cumulative and not exclusive. The Association may use any and all other remedies available at law or in equity.

Section 5.10. Subordination of the Lien to Mortgage. The lien of the assessments provided for in this Declaration at all times shall be subordinate to the lien of any first mortgage on the Lot. The sale or transfer of any Lot shall not affect the assessment lien.

Section 5.11. Assessment of Lots Owned by Declarant. Declarant shall not be required to pay Assessments on Lots shown on the Plat until transferred by sale or occupied.

## ARTICLE VI – MAINTENANCE

Section 6.1. Maintenance of Common Area. The Association shall have the obligation to maintain, repair, and replace the Common Area (including the private streets), all landscaping and other improvements located in or on the Common Area; and, the costs of such shall be part of the General Assessments. The water system including well and sewer system shall be owned and maintained by the Association.

Section 6.2. Owner's Responsibility for Maintenance. Pest control shall be the responsibility of the Owner. Each Owner is responsible for the utilities on the Owner's Lot, and the Owner shall maintain and repair all damaged utility hook-ups. Repairs to utilities shall be made only in accordance with the reasonable rules of the Board and any laws of the State of Iowa or Fremont County. In addition, the Board shall have the right to adopt reasonable rules and regulations concerning the landscaping, lawn and yard

decorations, and other related matters affecting the outside appearance of each Lot, as well as the Property as a whole; and, the Owners shall be bound thereby.

## ARTICLE VII - INSURANCE AND FIDELITY BONDS; CASUALTY LOSSES

### Section 7.1. Insurance to Be Obtained by the Association.

(A) Hazard Insurance The Board may obtain and maintain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, casualties, and risks embraced within the coverage of the standard policy available from time to time in the State of Iowa, against all other perils customarily covered for similar types of projects (including those covered, by the standard “all risk” endorsement), and against loss or damage due to vandalism and malicious mischief.

(B) Liability Insurance. The Board may obtain and maintain a comprehensive public liability policy covering the Association and the Declarant for all damage or injury caused by the negligence of the Association or any of its agents, and, in the Board’s discretion and if reasonably available, directors’ and officers’ liability insurance.

(C) Fidelity Bonds. The Board may in its reasonable discretion obtain and maintain at all times adequate fidelity bond coverage to protect against dishonest acts on the part of officers, directors, and employees of the Association and all others who handle or are responsible for handling funds held or administered by the Association.

(D) Cost of Insurance. All premiums for the insurance or bonds shall be an expense of the Association.

### Section 7.2. Insurance to be Obtained by the Owners.

(A) Public Liability Insurance. It shall be the individual responsibility of each Owner to provide, as such Owner sees fit and at the Owner’s sole expense, comprehensive public liability insurance against loss or liability for damages and any expense of defending against any claim for damages that might result from the ownership, use, or occupancy of such Owner’s Lot, Recreational Vehicle, and any other improvements situated on the Owner’s Lot.

(B) Other Insurance. It shall be the individual responsibility of each Owner to provide, as such Owner sees fit and at such Owner’s sole expense, fire, liability, flood, theft, and any other insurance covering the Owner’s Recreational Vehicle, and other permitted property and personal property within the Owner’s Recreational Vehicle or personal property.

## ARTICLE VIII - DECLARANT’S RIGHTS

Section 8.1. Rights Reserved to Declarant. So long as the Declarant owns a Lot (or the beneficial interest therein) the following rights shall be reserved to the Declarant and this Declaration, the Articles, Bylaws, or Association rules may not, without Declarant’s

consent, be amended in any way which would eliminate, modify, or impair any rights granted to the Declarant under the terms of this Declaration, the Articles, Bylaws, or Association rules, including but not limited to the following:

- (A) The right to maintain mobile office for the sale, rental, and management of RV lots, the right to erect signs, the right to maintain models or Recreational Vehicles, and the right to conduct promotional activities;
- (B) The right to use the Common Area for the purpose of making improvements within the Property; and
- (C) The right to use the common Property and property held by Declarant in any manner related to Declarant's development and sale of the Property.

Section 8.2. Declarant's Rights Prior to Transfer to Association. Notwithstanding anything contained herein to the contrary or otherwise, until such time (100%) of the Lots within the Property have been conveyed to ultimate purchasers for sale thereof (as evidenced by the recordation of deeds or agreements for sale thereto), all of the rights and authorities granted to the Association, the Board, any duly constituted and authorized committee, or any duly authorized designee of the Board, including but not limited to the right to make assessments, as set forth below, shall be and remain in Declarant unless Declarant, prior to the time specified above, elects to relinquish or delegate all or part of such rights and authority to the Association, which it shall have the right to do by written notice delivered to the Board at any time and signed by Declarant. Until Declarant has relinquished its rights hereunder to the Association, Declarant shall have and is hereby granted the right to make assessments and receive from each Owner such assessments, for the purposes set forth in Article V. The assessments charged and received by the Declarant may be subject to such additional provisions (including but not limited to the amount and the manner in which the same are payable) as may be set forth herein and in the purchase contract, escrow instructions, or other agreement entered into with each buyer of a Lot. Further, until the time Declarant relinquishes its rights as set forth above, (i) the only voting membership in the Association shall be the membership of Declarant; and (ii) the membership in the Association by all the other Owners of Lot shall be non-voting.

#### ARTICLE IX - NOTICE OF VIOLATION

The Association shall have the right to record a written notice of a violation by any Owner of any restriction or provision of this Declaration or the Association Rules. The notice shall be executed and acknowledged by any officer or other duly authorized designee of the Association and shall contain substantially the following information:

- (A) The name of the Owner;
- (B) The legal description and street address of the Lot against which the notice is being recorded;

(C) A statement that the notice is being recorded by the Association pursuant to this Declaration; and

(D) A statement of the specific steps that must be taken by the Owner to comply with this Declaration or the applicable rule.

Recordation of this notice shall serve as notice to the Owner and to any subsequent purchaser of the Lot that there is a violation of the provisions of this Declaration or the Association Rules. A copy of the notice of violation shall also be mailed or personally delivered to the Owner. The Association may charge any Owner a reasonable fee as and for its costs incurred in investigating the violation, preparing the notice, obtaining legal advice in connection therewith, and recording and other fees. Neither the Association, the Board, the officers, or agents thereof shall be liable to any Owner or prospective or subsequent Owner for the failure to record any notice or for the recording of such notice if the recording was made or done based upon a good-faith belief that the same was in the best interest of the Association. If, after the recordation of such notice, it is determined by the Association that the violation referred to in the notice does not exist or that the actual violation referred to in the notice has been cured, the Association shall record a notice of compliance which shall state the legal description, street address, and Lot number against which the notice of violation was recorded, the recording data identifying the docket and page where the notice of violation was recorded, and a statement that the violation referred to in the notice of violation has been cured, or if such be the case, that it did not exist.

#### ARTICLE X - ANNEXATION OF ADDITIONAL PROPERTY

As the Owner thereof Declarant shall have the right, privilege, and option, from time to time, to subject to the provisions of this Declaration and the jurisdiction of the Association, any add Additional Property, by recording at the Register of Deeds in Fremont County, Iowa an instrument annexing such property. Such annexation to this Declaration shall not require the vote of the Members. Any such annexation shall be effective upon the filing for record of such an instrument, duly executed and acknowledged by Declarant, unless otherwise provided therein. Nothing herein shall constitute a representation, warranty, or covenant that Declarant or any successor or assign of Declarant will subject all or any part of the Additional Property to the provisions of this Declaration; nor, shall Declarant or any successor or assign of Declarant be obligated so to do. Declarant may waive its right so to do, in whole or in part, at any time or from time to time.

Declarant shall have the unilateral right to transfer to any other person all or any portion of the rights, privileges, and options described in the foregoing paragraph to annex the Additional Property, which is herein reserved to Declarant, provided that such transferee or assignee shall be the owner of at least a portion of the Additional Property and provided further that such transfer shall be made by recording, in the office of the Fremont County Resister of Deeds, a duly executed and acknowledged instrument

specifying said transfer.

## ARTICLE XI - GENERAL PROVISIONS

Section 11.1. Professional Management. Notwithstanding any other provisions herein to the contrary, the Association may retain the services of a professional management company or manager to assist the Association in discharging its duties.

Section 11.2. Enforcement. These restrictions may be enforced by the Association through its Board (which shall have the right and duty to enforce this Declaration and to expend Association funds for this purpose), the Declarant, any Owner of any Lot within the Property, and the holder of any encumbrance upon or security interest in any portion of the Property. Violation of any one or more of the provisions of this Declaration may be restrained or enforced by any court of competent jurisdiction, and damages may be awarded against any such violator. Breach of any one or more of these covenants shall not affect the lien of any mortgage, deed of trust, lien, or security interest now or hereafter of record; but, this Declaration may be enforced by injunctive relief or otherwise against a security holder, a mortgagee, or beneficiary of a deed of trust, as well as against any title Owner. Nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought.

Section 11.3. Attorneys' Fees. If the Association or any other party bound by this Declaration commences an action arising out of or in connection with this Declaration, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of suit.

Section 11.4. Waiver. The failure of the Association or an Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.5. Severability. The invalidity of any one of the provisions of this Declaration by judge or court order shall not invalidate any other provision.

Section 11.6. Term and Amendments. The provisions of this Declaration shall run with and bind the land and are intended to be, and are, covenants running with the land. This Declaration may be amended by the affirmative vote of two-thirds (2/3) of each Class of Membership.

The provisions above notwithstanding, Declarant hereby reserves the right to amend this Declaration as may be necessary or appropriate in its sole discretion at any time while Declarant owns a single Lot if such amendment is intended to eliminate ambiguities, correct errors, clarify the scope and intent of the provisions hereof (including, but not limited to, the elimination of hazards and detriments to the Property), or avoid undue hardship caused by unforeseen topographical or soils problems. Should Declarant determine that such amendments are necessary or advisable, then no other consent or approval shall be required, and Declarant's determination that such amendment is proper

shall be binding upon all Owners and members.

The term "successors or assigns" of the Declarant as used in this Declaration shall not be deemed to mean individual Owners who have purchased Lots from the Declarant or those whose predecessors in interest have purchased Lots from the Declarant.

Any amendment so made shall specifically state: (a) the portions of this Declaration being amended, (b) the amendment thereto, and (c) that all Owners entitled to vote on the amendment have been given not less than thirty (30) days written notice of the proposed amendment before the vote thereon. A vote may be held by mail or by email as approved by the Board.

Section 11.7. Captions. All captions, titles and headings of the Articles and Sections in this Declaration and the Table of Contents shall have no effect on the interpretation of this Declaration.

Section 11.8. Singular and Plural. When required by the context of this Declaration, the singular shall include the plural.

Section 11.9. Authority of Association to Act; Power of Attorney. Wherever the Association is granted rights, privileges, or duties in this Declaration, the Board shall have the authority to act for the Association in accordance with the Articles and the Bylaws. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles, or Bylaws, and every other right or privilege that is reasonable to imply from the existence of any right or privilege given to the Association in this Declaration or reasonably necessary to effectuate any such right or privilege. Further, unless otherwise specifically restricted by the provisions of this Declaration, wherever the Association is empowered to take any action or do any act, including but not limited to action or acts in connection with the Common Area, the Owners and each of them hereby constitute and appoint the Board as their attorney-in-fact for the purposes of taking such action or doing such acts, including but not limited to executing, acknowledging, and delivering any instruments or documents necessary, appropriate, or helpful for such purposes. This power of attorney is irrevocable and is coupled with an interest; and, by accepting a deed to a Lot, each Owner is deemed to have ratified and expressly granted this power of attorney to the Board.

Section 11.10. Inspection. During reasonable hours, the Association and its authorized representatives shall have the right to enter upon and inspect any Lot, though not the interior of a Recreational Vehicle, to see if the provisions of this Declaration, the Articles, and the Bylaws are being complied with, and for other proper purposes of the Association.

Section 11.11. Notices. Notices required to be given to Owners by this Declaration, the Articles, and the Bylaws shall be deemed given when delivered personally or deposited in the United States mail, postage prepaid, addressed to the address of the Lot owned by such Owner within the Property, or to such other address as the Association shall have

noted on its books pursuant to the written request of an Owner.

Section 11.12 Equal Treatment of Owners. This Declaration shall be applied to and enforced against all Owners in a similar fashion and without discrimination.

Section 11.13 Property Held in Trust. Any and all portions of the Property that are held in a subdivision or other trust or trusts (or similar means of holding title to Property), the beneficiary of which trust(s) is the Declarant, shall be deemed for all purposes under this Declaration to be owned by the Declarant and shall be treated for all purposes in the same manner as if such real property were owned in full by the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions and Restrictions the 5<sup>th</sup> day of June 2007.

DECLARANT:  
THE WILDS DEVELOPMENT BARTLETT, LLC

By: \_\_\_\_\_  
Tim Hogan, Manager

STATE OF SOUTH DAKOTA, COUNTY OF BROOKINGS. Acknowledged before me this 5<sup>th</sup> day of June 2007, by Tim Hogan, the Manager of THE WILDS DEVELOPMENT BARTLETT, LLC.

\_\_\_\_\_  
Notary Public – South Dakota

My Comm Expires: \_\_\_\_\_