

**WOODLAND
CAMPGROUND
COVENANTS**

FILED JUNE 2015

WHEREAS, the Association is establishing a recreational oriented campsite subdivision in Harrison County, Iowa, known as "Woodland Camp" (formerly known as Little Sioux Village), (hereinafter referred to as the "Association"), situated on the lands described in Exhibit A hereto and such other contiguous property as the Association may acquire for the Association according to these Restrictions which will consist of campsite lots, roads, parks, amenities, and common areas as shown and described on the plats of the recorded and to be recorded with the Recorder of Deeds for Harrison County, Iowa; and

WHEREAS, the Association desires to subject and impose upon the lands and lots within the certain mutual and beneficial restrictions, covenants, conditions, easements, liens, and charges (hereinafter referred to as the "Restrictions") for the mutual benefit and complement of the various lots and parcels of the owners and the future owners thereof.

NOW, THEREFORE, the Association hereby declares that all lands described in Exhibit A attached hereto, together with any additional lands annexed to the Association and subjected to this Declaration as herein provided, shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to the following restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and established and imposed for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Association as a whole and of each lot and parcel situated therein. All of the Restrictions shall run with the land and shall be binding upon the Association and upon all parties having or acquiring any right, title, or interest in and to the real property or any part of parts thereof, subject to such Restrictions. (Such persons being sometimes hereinafter referred to as "Owners".) The Association specifically reserves unto itself the right and privilege, prior to the sale by it of the particular lot or tract of land concerned therewith, to designate any such lot or tract of land within the Association as being commercial in character; and, where necessary, to apply to the necessary governmental body for such commercial classification or zoning. Such designation shall be accomplished by recording in Harrison County, Iowa, a Supplemental Declaration executed by the Association and describing the lot or lots to be designated as commercial in character.

1. Recreational Campsite Character of the Development

A. In General. Every numbered lot shown on the plats of the Association, unless otherwise designated by the Association for other uses in such plats or Supplemental Declaration hereto, is restricted for use as a campsite lot and shall be exclusively occupied and utilized as such for recreational purposes subject to these Restrictions and only in the manner permitted therein. When used herein, the term "lot or lots" shall mean such numbered campsite lots as are depicted on the plats of the Association.

B. No owner may place or construct any structure,

"(described as shed, screen house, deck, fireplace, patios, or cement)"; facility or equipment on any lot without the prior authorization of the Environmental Control Committee, except for a "camper" as hereinafter defined and the usual and customary camping accessories commonly

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used in connection with recreational camping. As used herein, the term, "camper" means any mobile vehicular type unit standing on wheels which was initially designed and built by a recognized manufacturer to be used solely as temporary living accommodations for recreational camping or travel purposes and which either has its own motive power or is mounted or pulled by another vehicle.

Campers include:

(i) Travel Trailers factory built, self contained of not more than 9 feet which do not require special highway moving permits.

(ii) Truck Campers designed to be carried by a truck or other vehicle must remain on the vehicle which should be moveable at all times.

(iii) Motor Homes consisting of factory constructed units containing their own motive power which are built upon a vehicle chassis.

(iv) Camping Trailers mounted on wheels which are designed to be pulled by other vehicles and are constructed with collapsible frame for unfolding before use.

(v) Tents made of canvas or other similar material supported by poles, ropes or other devices designed for use as temporary campsite living quarters.

C. Residential Use of Lots Prohibited. No lot or any structure which may be constructed upon a lot under these restrictions shall ever be used as a principal residence for dwelling. No lot may be continuously occupied by any person for more than six consecutive months.

D. No Unfinished Camper Shall Be Moved Upon Any Lot. No camper shall in any way be built or remodeled while upon a lot, nor shall substantial changes be made in its outward appearance while located on a lot without the prior approval of the Environmental Control Committee.

2. Restrictions Concerning Size and Placement of Campers on Lots and Maintenance Thereof

A. Approved Campers. Each camper placed upon a lot in the Association shall have been designed and constructed by a generally recognized manufacturer of such equipment for recreational camping uses or shall be previously approved by the Environmental Control Committee.

B. Setback Requirements. In General. Except as may be otherwise provided in these restrictions or on the Plat, no camper or other structure shall be constructed or placed on any lot in the Association unless within the following setback requirements, however, when extensions are extended, they are to be considered and included in the setback allowance.

(i) Front Setback. The front setback line shall be six feet from the front lot line or as otherwise shown on the recorded plat.

(ii) Side Setback. The side setback line shall not be less than two feet from the side lot.

(iii) Rear Setback. The rear setback line shall be two feet from the rear lot line or as otherwise shown on the recorded plat with easement rights to the Association.

(iv) Definitions:

Front Lot Line Placement of camper, sheds, patios must be moveable. The campground holds a 10 ft. easement for utility maintenance. (page 7 & 8 (6) Easements)

Side Lot Line Is a lot boundary line that extends from the road on which the lot abuts to the rear line of said lot. The campground holds a 2 ft. easement for utility maintenance. (page 7, (6) Easements)

Rear Lot Line Is the lot boundary line that is farthest from and substantially parallel to the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road. The campground holds a 2 ft. easement for utility maintenance. (page 7, (6) Easements)

(v) Cul de Sacs If the particular lot abuts on a cul de sac, the front building setback line shall be a minimum of six feet from the abutting road or as otherwise shown on the recorded plat.

C. (i) Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Association, all property lines shall be kept free and open one to another and no fence shall be permitted on any lot or lot line except where, in the opinion of the Environmental Control Committee (as it is hereinafter described), a fence adds structure or character to the area. In such cases, the Committee shall determine the size, location, height, and composition of the fence.

(ii) Clotheslines As directed by the By-Laws.

D. Exterior Construction Materials. The finished exterior of every camper manufactured by a recognized manufacturer shall be the original exterior except for the minor alterations and maintenance on the same. If a substitute exterior in whole or in part, has been applied to the camper or is to be subsequently applied, it must be approved by the Environmental Control Committee in advance of being permitted upon said lot. Any unit in any other condition than that stated in the previous sentence must be approved in advance of being moved upon the lot by the Environmental Control Committee.

E. Utilization of Lot.

Every camper placed upon any lot in the Association shall be properly hooked up to the facilities available at that lot within fifteen (15) days after its placement thereon, unless further time is granted by the Association or the Environmental Control Committee. No camper which has been partially or totally destroyed by fire or other act of nature, shall be allowed to remain in such state for more than ten (10) days from the time of such destruction or damage without further approval.

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(i)

Definition (IOWA CODE SEC. 657.2)

What determines when a property is declared a public nuisance? A residential structure and /or accessory structure found to have any of the defects listed in this section shall be declared unfit for human habitation and a public nuisance. If so designated it shall be placarded by a committee designed by the board. A structure which is a public nuisance and a unfit for human habitation or use is on which:
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(1) Is so damaged ,decade, dilapidated, unsanitary, unsafe or vermin-infested that it creates a hazard to the health, safety or welfare of the occupants or to the public: (2) lack illumination, ventilation or sanitary facilities adequate to protect health, safety and welfare of the occupants or the general public: or (3) Because of it general condition, or location is unsanitary, or otherwise dangerous to the health, safety or welfare of the occupants or to the public

(ii)

ADMINISTRATIVE NUISANCE PROCESS UNDER IOWA CODE SECTION 364.1

The Association can perform the required action and assess the cost against the property for collection in the same manner as a property dues, set forth.

F. Maintenance of Lots and Improvements. The owner of each lot in the Association shall at all times maintain said lot and any improvements situated thereon in such manner so as to prevent said lot or improvements from becoming unsightly; and, specifically, such owner shall:

(i) Mow said lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.

(ii) Remove all debris or rubbish from said lot.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.

(iv) Cut down and remove dead or unsafe trees from said lot with the Environmental Control Committee's approval.

(v) Where applicable, prevent debris or foreign material from entering Little Sioux River or Missouri River; or

(vi) When such debris or foreign material has entered Little Sioux River or Missouri River from said lot, to remove the same immediately, to the extent possible.

(vii) Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance so as to avoid their becoming unsightly.

G. Association's Right to Perform Certain Maintenance. In the event that the owner of any lot in the Association shall fail to maintain said lot and any improvements situated thereon in accordance with the provisions of these restrictions, and any By-Laws of the Woodland Camp Association (as it is hereinafter described), which from time to time may be in effect, and which may be relevant to these restrictions, said Association shall have the right, by and through its agents or employees or contractors to enter

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upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon (if any) conform to the requirements of these restrictions. The cost therefore, to the Association shall be added to and become a part of the annual assessment to which said lot is subject, and may be collected in the same manner as the annual assessment. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

3. Provisions Restricting Improper Disposal of Sanitary Waste, Etc.

A. No outside toilets shall be permitted, and no sanitary waste or other wastes shall be permitted to enter Little Sioux River or Missouri River. By acceptance of a deed, Purchaser agrees that any violation of this section constitutes a nuisance which may be abated by the Association (as hereinafter described) in any manner provided in law or in equity. Further, the cost and expense of abatement (including court costs and attorneys fees, where applicable) shall become a charge or lien upon said lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt. Neither the Association, nor any officer, agent, employee, or contractor thereon, shall be liable for any damage which may result from enforcement of this section.

B. Central Sewage. Association has constructed a central sewage system which must be used by all lots for disposal of sanitary wastes. See Paragraph 13 below.

4. General Prohibition

A. In General. No noxious or offensive activities shall be conducted on any lot in the Association, nor shall anything be done on any said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Association, including the exploration for, or the mining or extraction of, any oil, gas, or minerals.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structure in the Association without the prior written approval of the Environmental Control Committee.

C. Animals. No animals shall be kept or maintained on any lot in the Association, except the usual household pets; and, in such cases, such household pets shall be kept confined or attached to a leash so as not to become a nuisance and all necessary vaccinations shall be current on household pets.

D. Disposal of Garbage, Trash, and Other Like Household Refuse. No owner of any lot in the Association shall burn or permit the burning out-of-doors of garbage, trash, or other like household refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse, except as may be permitted in subparagraph E below.

E. Concealment of Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish, or garbage placed on a lot shall be so placed and kept as not to be visible from any street or shall be screened to the satisfaction of the Environmental Control Committee.

F. Restriction on Model Mobile Homes or Model Recreational Vehicles or Camper Units. No owner of any lot in the Association shall permit the placement upon said lot of any camper that is to be used as a model or as an exhibit, unless prior written permission to do so shall have first been obtained from the Association.

G. Removal of Trees. No tree over three (3) inches in diameter may be removed from any lot in the Association without first having obtained the written consent thereto of the Environmental Control Committee.

H. Limited Access . There shall be no access to any lot on the Perimeter of the Association, except from designated roads within said Association.

I. Ditches and Swales Shall Not Be Obstructed. It shall be the duty of every owner of every lot in the Association on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair.

J. Installation of Utility Services. No utility services may be installed by an Owner without the prior consent of the Woodland Camp Association.

5. The Environmental Control Committee

A. Powers of Committee

(i) Generally No improvements, structures, or alterations of any type or kind may be constructed or placed on any lot in the Association without the prior written approval of the Environmental Control Committee. Such approval shall be obtained only after written application has been made to said Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by three (3) complete descriptions of the work proposed to be done. Such plans shall include plot plans showing the locations of all improvements existing upon said lot and the location of the placement of the proposed improvement on said lot, each properly and clearly designated. No grading of the lot shall be permitted without the approval of the Committee.

(ii) Power of Disapproval The Committee may refuse to grant permission to place or construct any improvement on the lot when:

(aa) The plans, specifications, drawings, or other material submitted are themselves inadequate or incomplete or show the proposed improvement to be in violation of these restrictions.

(bb) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot. The proposed improvement, or any part thereof, would in the opinion of the committee, be contrary to the interest, welfare, or rights of all part of the owners of other lots in the Association.

(iii) Power to Grant Variances The Association Board may allow reasonable variances or adjustments of these Restrictions where literal application thereof would result in unnecessary hardship. Provided, however, that any such variance or adjustment is granted in conformity with the general intent and purpose of these Restrictions; and, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Association.

(iv) Power to Charge Fees The Committee may, if it deems the same to be reasonably necessary for the accomplishment of its duties and responsibilities, assess a fee not to exceed \$15.00 for considering the application of any person under this Section 5. However, when a determination has been made that a fee should be charged, it shall be uniformly charged to all applicants, and all funds collected shall be paid to the Woodland Camp Association.

B. Duties of the Committee. The Committee shall approve or disapprove of proposed improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent file. All notifications to applicants shall be in writing; and in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal.

C. Composition of Committee. The committee shall be composed of three (3) members who shall be appointed by the Association and who shall be subject to removal by the Board at any time. Any vacancies from time to time existing shall be filled by appointment of the Association Board.

D. Liability of Committee, Etc. Neither the Committee nor any agent thereof, nor the Woodland Camp Association, nor the Property Owners Association, shall be responsible in any way for any defects in any plans, specifications, or other materials submitted to it, nor for any defects in any work done according thereto.

E. Duty of Inspection. It shall be the duty of the Committee to inspect the placement of all campers and improvements placed on the lots at least once after such placement is complete to be sure that there has been compliance with the restrictions and applicable regulations.

6. Easements

The Association reserves unto itself, its successors, assigns, and licensees, certain easements along, across, over, under, and upon real estate that constitutes the Association. The easements so reserved by the Association are described as follows:

A. Association reserves unto itself a (10) foot wide easement on each lot along the road rights-of-way, and two (2) foot easement on along the side and rear lines of each and every lot in the Association for the purpose of installing, maintaining, and operating utility lines and mains thereon, together with the right to trim, cut, or remove any trees and brush and the right to locate any guy wires, braces, and anchors wherever necessary upon said lots for said installation, maintenance and operations, together with the right to install and maintain and operate utility lines and mains and appurtenances thereto, and reserving unto itself, its successors, assigns, and licensees, the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent structure shall be placed on such easements, but the same may be used for gardens, shrub, landscaping, and other purposes, provided that such use or uses do not interfere with the use of such easements for their intended purposes.

B. Association, its successors, assigns, and licensees, reserves a (10) foot wide easement along both sides of all road rights-of-way for the purpose of cutting and filling and drainage. Association further reserves unto itself, its successors, assigns, and licensees, the right to cause or permit drainage of surface water over and through said lots, and further, it reserves an easement on, over, and under all road right-of way for the purpose of installing, maintaining and operating utilities or drainage and such additional easements for drainage as may be shown on recorded plat.

C. Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.

D. No owner of any lot in the development shall have any claim or cause of action against the Association, its successors, assigns, or licensees, either in law or in equity, arising out of the exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

7. Rules Governing Placement on Several Contiguous Lots Having One Owner

Whenever two (2) or more contiguous lots in the Association shall be owned by the same person, and such person shall desire to use two (2) or more lots as a site for a single camper, he shall apply in writing to the Environmental Control Committee for permission to use said lots. If written permission for such use shall be granted, the lots constituting the site for such single unit shall be treated as a single lot for the purpose of applying these Restrictions (except as noted in Paragraph 9C) to said lots, so long as the lots are used for only one (1) camper.

8. Ownership, Use, and Enjoyment of Streets, Parks, and Recreation Facilities; No Dedication of Streets, Etc.

Each street with the exception of those otherwise indicated on the recorded plat, and each park, recreational facility, or other amenity depicted on the recorded plats of the Association is and shall remain private; and neither the Association's execution or recording of the plats nor the doing of any other act by the Developer is, or is intended to be, or shall be, construed as a dedication to the public of

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any of the streets, parks, recreation facilities, or other amenities. A license upon such terms and conditions as the Association, its successors, assigns, or licensees shall from time to time grant, for the use of enjoyment of each said parks, streets, recreational facilities, and other amenities, is granted to the persons who are from time to time members of the Property Owners Association hereinafter described. Ownership of the streets, parks, recreational facilities, and other amenities shall remain in the Association, subject to the conditional license described above, until conveyed to the Association.

Association covenants, for itself, its successors, assigns, and licensees, that within five (5) years after their completion, to convey fee simple title, free of financial encumbrances, to such streets, parks, recreational facilities, and other amenities, together with all oil, gas, and mineral rights of the Subdivision, to the Property Owners Association hereinafter described. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as it, the Association, may at the time of such conveyance, deem appropriate and proper. Such conveyance shall be deemed to have been accepted by the said Property Owners Association and those persons who shall from time to time be members thereof, upon the recording of a deed or deeds conveying such streets, parks, recreational facilities, and other amenities to said Property Owners Association.

9. The Property Owners Association

A. In General.

(i) The Association has or will organize, under the laws of the State of Iowa, a not-for-profit corporation to act as the "Property Owners Association", or the "Association".

(ii) Every person who acquires title (legal or equitable) to any lot in the Association shall be a member of the Association except that only one (1) of any number of co-owners of a lot shall be a member, all other co-owners will be associate members, and no person shall acquire such title until he shall have been approved for membership in the Association. The foregoing provision requiring that owners of a lot within the Association be members of the Association is not intended to apply to those persons who hold interest in such real estate merely as security for the performance of an obligation to any money; e.g. mortgagees and land contract vendors. However, if such person should realize upon his security and become the real owner of a lot within the Association, he will then be subject to all the requirements and limitations imposed on these restrictions on owners lots within the Association and on members of the Association, including those provisions with respect to the payment of an annual assessment.

(iii) In addition to the foregoing, the Board of Trustees of the Association may establish associate memberships in the Association, for the persons who may from time to time be permitted use of the Association and who are not otherwise entitled to the benefits of membership by virtue of being owners or co-owners of the lots (as outlined in subparagraph (ii) above) within the Association. Such associate memberships shall cease automatically upon the termination of the status giving rise to such

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membership. Associate members shall have none of the rights of members to vote at meetings of the Association.

(iv) Persons who are members or associate members in other similar Associations by virtue of owning real estate in similar recreational campsite subdivisions may be admitted as Exchange Members as permitted in the Articles and By-Laws of the Association where reciprocal benefits are offered to a member of the Property Owners Association.

B. Purposes of the Property Owners Association.

The general purposes of the Association are:

(i) To promote pleasure, social recreation and sports activities for its member, their families, and guests, and to develop and maintain a recreational oriented environment in the Woodland Camp Subdivision, a division of part of Harrison County, Iowa (formerly known as Little Sioux Village Subdivision) as shown on the plats thereof filed with the Recorder of Deeds for Harrison County (referred to herein as the "Association");

(ii) To own, lease, operate, maintain, repair, replace, and control the streets, amenities, utility facilities and those areas within the Association designated in the plats thereof as parks, lanes, recreational, and common areas, and any other common or recreational facilities within the Association as may be conveyed to the corporation or be established or operated by it; and

(iii) To provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets, parks, lanes, common areas, amenities, and other facilities owned or operated within the Association by the corporation.

C. Power of Association to Levy and Collect Charges and Impose Liens.

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by the By-Laws, as well as the power to levy a uniform annual assessment and utility service charges against the members of the Association.

Only one adult person having legal or equitable ownership in each lot shall be a member of the Association, all other members of the household shall be Associate Members (as defined in Paragraph 9A) of the Association.

No assessment or utility charges shall ever be levied against the Association itself, or any corporation that may be created to acquire title to and operate utilities serving the Association.

A "household" as the term is used herein, shall mean a family group who regularly and customarily reside together in the same house or home as a primary residence.

The rights of members of the Association as such members shall be set forth in the By-Laws of the Association.

(ii) The Board of Directors of the Association shall fix the amount of the annual assessment and utility charges and due dates thereof according to the By-Laws of the Association and shall furnish written notice of the charges and payment dates so fixed to each member.

(iii) Any assessment dues or utility charges (for electricity and water) levied or assessed against any lot subject to these restrictions shall be the personal liability of the owner as well as constituting a lien upon the lot or lots owned by the persons owing such assessment charges as of the due date fixed by the Board of Directors and shall remain a lien against said lot or lots until paid in full together with interest as is hereinafter provided with any other charges or costs levied against said lot in accordance with these restrictions. Such assessments and charges as are provided for in these restrictions shall bear interest at the rate set by the Board of Governors after the due date established by the Board of Directors until paid in full. If in the opinion of the Board of Directors of the Association, such assessment or charges have remained due and payable for an unreasonably long period of time, they may, on behalf of the Association, institute such procedures either in law or in equity, by way of money action, foreclosure of such lien or otherwise to collect the amount thereof in any court of competent jurisdiction. The owner of the lot or lots subject to the charges or assessments, shall, in addition to the amount owed at the time the legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the Association in collecting the same. Every person who shall become owner of any lot subject to these restrictions, whether such ownership shall be legal or equitable, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified and by acquisition of such interest agrees that any such liens or charges or assessments which may be extant upon said lot or lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become owner of a lot in the Association is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all assessments and charges that the Association shall make pursuant to this subparagraph 9C of the restrictions.

(iv) The Association, shall upon demand, at any time, furnish a certificate in writing signed by an Officer of the Association certifying that the assessments on a specified lot have been paid or that certain assessments and charges against said lot remain unpaid as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificates will be conclusive evidence of payment of any assessments and charges, therein stated to have been paid.

D. Purpose of the Assessments The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, social enjoyment, safety, and welfare of the members of the Association, and in particular, for the improvement and maintenance of the properties owned or operated by the Association.

E. Suspension of Privileges of Membership Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights (if any), and the right to use the facilities of the Association of any member or associate member.

(i) For any period during which any assessment or charges (including fines, if any assessed under Paragraph 10 of the restrictions below) owed by the member or associate member remains unpaid;

(ii) During the period of any continuing violation of the restrictive covenants for the development after the existence of the violations shall have been declared by the Board of Directors of the Association;

(iii) While any utility bill for water or sewer service rendered to the member shall remain unpaid, or because of any violation of the By-Laws or Regulations of the Association.

10. Speed Limits

No motor vehicle shall be driven on any street within the Association at a speed in excess of the posted limits. Appropriate posting of these speed limits shall be made by the Association, to which such power shall pass upon conveyance to it of the streets and common property within the Association. the Association shall have the power to assess fines for the violation of such speed limits in accordance with the schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed, and if it is not, the Association may add the amount of the fine to the annual assessment made by the Association pursuant to subparagraph 9C of the Restrictions, and the amount of such fine shall be collectable by the same means as are prescribed in said subparagraph for the collection of delinquent annual assessments of the Association or through the sanctions prescribed in subparagraph 9E of the Restrictions.

11. Amendments The right is hereby expressly reserved to the Association to amend, annul, waive, change, enlarge and modify any of the restrictions herein contained by an instrument in writing, signed and acknowledged by Association or its assigns for a period of five (5) years after the date hereof and thereafter by the owners of the majority of the lots in the Association. For purposes of amendment, a land contract vendee shall be considered an owner. All such instruments executed, in writing, for the purposes herein shall be filed for record with the Harrison County Recorder of Deeds.

12. Water, Sewer, and Electric Services Campsite owners shall only use the water, sewer and electrical systems constructed by the Association to service the Association and shall not obtain such services from alternative sources or drill any wells or install any septic system on the Campsite. The Owner shall pay the Association, its successors or assigns, or any other entity supplying electricity, water, and sewage treatment services in the Association a minimum monthly availability and service charge as set by the Association By-Laws book for each campsite. In the event the above amounts are insufficient to pay full cost of providing any or all such services within the Association. The above service and availability charges are minimum charges and are payable whether or not the Campsite is occupied or

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any of the utility services are used. If a public or private utility assumes responsibility for any such service, the amount of the availability charge, the times and methods of payment by the owner and other matters relating to service shall be as provided in Tariffs or rate Schedules and Regulations and Conditions of Service filed by said utility with the Iowa State Commerce Commission. The amount of the availability charge and any charge in said charge from availability charge to another type of rate or rate structure for service, and all other charges, shall be subject to change by order of the Iowa State Commerce Commission. Unpaid utility charges will become a lien upon the lot or lots served as of the date the same become due, Owner shall not drill or permit the drilling of a water well or installation of septic system upon his lot. Nothing in these Restrictions shall ever be construed as a limitation on the rights of the Association or the Association to sell and assign its property and assets in accordance with the laws, Woodland Camp, Inc., as Association, nor any successor Association shall ever be obligated to pay utility availability and service charges with respect to any property or Campsite owned by such Association in the Association.

13. Remedies

A. The Association or any party to whose benefit these restrictions insure, its successors may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions and shall have the right to obtain a prohibitive or mandatory injunction to enforce observance of these restrictions in addition to and cumulative with any other remedy provided for herein or by law or in equity, as well as the right to recover damages for the breach of these restrictions; provided, however, that neither the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these restrictions.

B. No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these restrictions.

14. Effect of Grantee's Acceptance of Deed, Etc.

A. The Grantee of any lot subject to these restrictions, by acceptance of a deed conveying title thereto of the execution of a contract for the purpose thereof, whether from the Association or as subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge, the rights and powers of the Association with respect to these restrictions, and also, for themselves, their heirs, personal representatives, successors, and assigns, they do covenant and agree and consent to and with the Association and to and with the grantees and subsequent owners of each of the lots affected by these restrictions to keep, observe, comply with, and perform such restrictions and agreements.

B. Each such person also agrees, by such acceptance of a deed or execution of a contract for the purchase thereof, to assume, as against the Association all of the risks and hazards of ownership or occupancy attendant to such lot including to properly remove anything not consistent with the building code of the Association. Any prior variance with the building code of the Association that was allowed by the Association shall not continue for the new Buyer or Grantee. The new Buyer or Grantee will have to make the property conform with the building code of the Association.

15. Annexation of Subsequent Developments The Association contemplates the addition to this development of other real property adjacent thereto, which property (the "annexed territory") may be added to this development by Supplemental Declarations recorded in the records of Harrison County, Iowa, by the Association. Any such annexed territory shall be subject to its proportionate share of

Association expenses and the common properties therein shall be devoted to the common use of all owners within the Association as so enlarged with the common properties located in the lands described in Exhibit A hereto. Upon the recording of a Supplemental Declaration containing the provisions as set forth in this paragraph 15, all provisions contained in the Declaration, to the extent no inconsistent with the Supplemental Declaration, shall apply to the annexed territory in the same manner as if it were originally covered by this Declaration. Thereafter, the owner of each lot in the annexed territory shall become a member of the Property Owners Association as provided for herein, and rights, powers, and duties of the owners, lessees, and occupants of lots within the annexed territory shall be the same as if the annexed territory were originally covered by this Declaration.

A. The Supplemental Declaration referred to above shall contain the following provisions: A reference to this Declaration, which reference shall state the date of its recording and the book and page number of the records of Harrison County, Iowa, where this Declaration is recorded; a statement of the extent to which the provisions of Declaration is recorded; a statement of the territory; and a description of the property within the annexed territory.

B. The Supplemental Declaration, with respect to all or any portion of the property described in such Supplemental Declaration may provide for new land uses not provided for in this Declaration (such as installation of mobile homes, particular uses of common properties, and uses for a recreational vehicle park), and may contain such additional and modified covenants, conditions, and restrictions with respect to the use thereof as Declarant may deem to be proper for the Association sale and use of such annexed territory; provided, however, that no new use shall substantially increase the assessments made of existing lots in the Association.

16. Mailing Address for Notices Each owner shall, upon acquisition of a lot, provide the Association with his correct mailing address and shall notify the Association promptly in writing of any subsequent

cont.

change of address. The Association shall maintain a file of such addresses. A written notice deposited in a United States Post Office, sent by certified mail, return receipt requested, or registered mail, with postage prepaid and addressed to any owner at the last address filed by such owner shall be sufficient and proper notice to such owner wherever notices are required in this Declaration. The mailing address of the Association for the purpose of all notices required or permitted to be given hereunder is Woodland Camp., Little Sioux, Iowa, or such other address as the Association shall specify from time to time by a Supplemental Declaration executed by the Association, as the case may be, and recorded in the office of the Recorder of Harrison County, Iowa.

17. Titles, Etc. The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to plural, and masculine form shall be taken to mean or apply to feminine or to the neuter.

18. Duration The foregoing Covenants and Restrictions are to run with the land and shall be binding on all parties and persons claiming under them until the year 201de5, at which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Association.

19. Superseding Effect Pursuant to Paragraph 12 of the Declaration previously recorded in Harrison County, Iowa, on June 8, 1973 in Book 525, Page 1 through 15, the Association herein, as successor in interest and assign of Little Sioux Village, Inc., does hereby declare said prior Declaration to be superseded and replaced in whole by this Declaration effective immediately upon the recording of this Declaration in Harrison County, Iowa.

20. Severability Every one of the restrictions is hereby declared to be independent of and severable from the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

_____ President Date _____

_____ Vice President Date _____

_____ Secretary Date _____

EXHIBIT A

TO

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF

WOODLAND CAMP ASSOCIATION

The following described real estate:

