

**WOODLAND  
CAMPGROUND  
COVENANTS**

**Final Draft 2026**

WHEREAS, the Association is establishing a recreational-oriented campsite Development in Harrison County, Iowa, known as “Woodland Camp” or “Woodland Campground” (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 as 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 covenants, conditions, restrictions, easements, liens as well as levy fees and charges for infractions (hereinafter referred to as the “Restrictions”) for the mutual benefit and complement of the various lots and parcels of the owners and 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, 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 as 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 the real property or any part 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.

#### **ARTICLE I: RECREATIONAL CAMPSITE CHARACTER OF THE DEVELOPMENT**

- A. **In General.** Every numbered lot shown on the plats of the Association, as recorded by the Recorder of Deeds Office of Harrison County, Iowa, 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 to these Restrictions and only in the manner permitted therein.
  - 1. **Identification.** Owners must have signage/stickers on campers/porch/shed so that lot numbers are visible from the road.
  - 2. **Limited Access.** There shall be no access to any lot on the Perimeter of the Development, except from designated, plated roads within said Development.
  - 3. **Quiet Time.** The quiet time observed by Woodland Campground is between the hours of 10pm and 8am. Association-sponsored events and activities may be exempt from this requirement.

4. **Curfew.** Minors under the age of 18 must be on their own lot after 10pm unless accompanied by an adult.
- B. **Prohibition of Residential Use of Lots.** No lot, camper, or any structure which may be constructed upon a lot under these circumstances shall ever be used as a principal residence for dwelling. No lot may be continuously occupied by any person for more than the six consecutive months in which Woodland Campground is open (April 15th through October 15th). Any property occupied during the off-season (October 16th-April 14th) when the campground is closed is subject to a fine as determined by the Board of Directors.
- C. **Lot Lines.** In accordance with the plats as recorded with Harrison County, Iowa, the lot lines are as defined:
1. Front lot line: The lot boundary line which abuts the road on the block of the platted address from which side the property is designed to be accessed. The Woodland Camp Association, Inc. holds a 10 foot easement for utility maintenance.
  2. Side lot line: The lot boundary line which extends relatively perpendicular from the front lot line to the rear line of said lot. The Woodland Camp Association, Inc. holds a 2 foot easement for utility maintenance.
  3. Rear lot line: The lot boundary line that is farthest from and substantially parallel to the road on which the lot abuts at its platted address. The Woodland Camp Association, Inc. holds a 2 foot easement for utility maintenance.
  4. Exemption: If a particular lot abuts a cul-de-sac, the front setback line shall be a minimum of six feet from the abutting road or as otherwise shown on the recorded plat.
- D. **Campers.** 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 a standard vehicle. One camper per lot. Campers include:
1. Travel trailers or fifth-wheel trailers factory built and self-contained, being no more than 8.5 feet (102 inches) wide without slide-outs extended, which do not require special highway moving permits.
  2. Truck campers that are designed to be carried by a truck or other vehicle must remain on the vehicle which should remain movable at all times.
  3. Motor homes consisting of factory-constructed units containing their own motive power which are built upon a vehicle chassis.
  4. Camping trailers mounted on wheels which are designed to be pulled by other vehicles and are constructed with collapsible frames for unfolding before use.
  5. Tents made of canvas or other similar material supported by poles, ropes, or other devices designed for use as temporary campsite living quarters.
- E. **Prohibition of Camper Construction.** No unfinished camper shall in any way be built, nor shall substantial changes be made in its outward appearance while located on a lot and may be subject to a fine as determined by the Board of Directors until the unfinished camper is removed.

- F. **Prohibition of Leasing.** Aside from lots owned by Association designated for rental, no other properties within the Association may be leased, rented, or sublet by any owners to another party.

**ARTICLE II: RESTRICTIONS CONCERNING THE SIZE AND PLACEMENT OF CAMPERS AND STRUCTURES ON LOTS AND MAINTENANCE THEREOF**

- A. **Setback Requirements.** Except as may be otherwise provided in these Restrictions or designated on the recorded plats with Harrison County, Iowa, no camper or structure shall be constructed or placed on any lot in the Association unless within the following setback requirements; however, when a slide out is extended, it is to be considered and included in the setback allowance.
  - 1. **Front Setback.** The front setback line shall be six (6) feet from the front lot line or as otherwise shown on the recorded plat.
  - 2. **Side Setback.** The side setback line shall not be less than two (2) feet from the side lot line.
  - 3. **Rear Setback.** The rear setback line shall be two (2) feet from the rear lot line, or as otherwise shown on the recorded plat with easement rights to the Association.
- B. **Rules Governing Campers.**
  - 1. **Number.** One camper is allowed per lot owned.
  - 2. **Portability.** Campers must be movable, meaning able to be moved at any time either through their own motive power, or can be mounted or pulled by a standard vehicle.
  - 3. **Size.** Width cannot be more than eight-and-one-half (8.5) feet without slideouts. Length is not limited as long as the camper follows all rules and setbacks.
  - 4. **Placement.** Campers must be positioned on their lots to follow all rules and setbacks.
    - i. **Exception.** If a member owns multiple adjacent lots, campers may be positioned across lot lines as long as it follows all rules and setbacks.
  - 5. **Exterior Construction Materials.** The finished exterior of every camper manufactured by a recognized manufacturer shall be the original exterior except for minor alterations and maintenance on the same. If a substitute exterior in whole or in part, is to be applied to the camper, it must be approved by the Environmental Control Committee in advance. Replacement pieces should be sourced from the original manufacturer, or another recognized manufacturer of camper materials. Any unit in any other condition than stated in the previous paragraph must be approved in advance of being moved upon the lot by the Environmental Control Committee.
  - 6. **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 permissions to do so shall have first been obtained from the Board of Directors.
  - 7. **Guest Campers.** Members are allowed to have additional campers for guests as long as it does not exceed the restriction of one camper per lot the member owns, as described in Article II, Section B, Sub-section 1.
    - i. **Guests** are expected to follow all rules governing members.
    - ii. **Members** will be held liable for their guests.

- iii. Members must be present in the park when hosting a guest.
  - iv. As described in Article IX, Section M, guests of the campground are not allowed to bring any recreational vehicles including, but not limited to golf carts, ATVs, and motorbikes, into the campground.
8. **Lights and Air Conditioners.** All lights and air conditioners in campers must be shut off if absent for more than twenty-four (24) hours. If a member is found to be in violation of this covenant and is not corrected within 24 hours of receiving notice, a fine will be assessed each day until the violation is corrected.

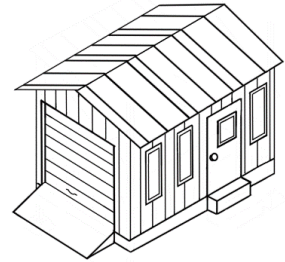
C. **Rules Governing Structures.**

- 1. **Number.** The number of any structure must coincide with the number of adjacent lots owned.
- 2. **Portability.** All structures must be moveable and cannot permanently be attached to a lot or camper, nor can they encircle a camper so as to prevent its ability to remain moveable.
- 3. **Placement.** All structures must follow all setback and placement guidelines.
- 4. **Restrictions.** No licensed vehicles, including campers, can be stored under any covering or structure.
- 5. **Refrigerators.** Refrigerators with magnetic latches are allowed on enclosed/screen porches.
- 6. **Glass.** Windows and storm doors are allowed on porches and sheds, provided that the glass complies with regulations of having safety glass (i.e. tempered glass).
- 7. **Air Conditioners.** Campers are allowed to contain air conditioners without a permit. If an air conditioner is in any other structure, a fee will be assessed by the Board.
- 8. **Adjacent Lots.** If multiple adjacent lots are owned, the number of structures may be limited to the number of adjacent lots owned, although the structures may be positioned on or across lots as long as they follow all setbacks.
- 9. **Construction Approval.** No owner may place or construct any structure, “(described as a shed, screen house, deck, fireplace, patio, or cement)”; facility or equipment on any lot without the prior written authorization of the Environmental Control Committee, except for a “camper” and the usual and customary camping accessories commonly used in connection with recreational camping.
  - i. An application for a building permit must be submitted to the office a minimum of two (2) weeks in advance of any construction or delivery in order to gain approval by the Environmental Control Committee.
  - ii. Structures are not to be constructed or delivered outside of the open camping season (April 15 to October 15) without previous written approval of the Environmental Control Committee.
  - iii. Building permits must be signed by two (2) members of the Environmental Control Committee. In the event that there are not two or more members serving on the committee, a Board member may sign in place of a committee member.

**D. List of Approved Structures and Building Requirements.**

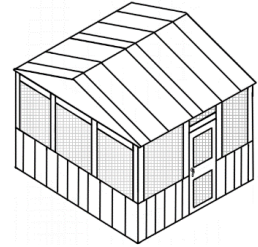
1. **Shed.** A freestanding, covered, enclosed structure.

- i. Interior footprint cannot exceed one-hundred-forty-four (144) square feet.
- ii. Internal height cannot exceed twelve (12) feet.
- iii. Overhangs cannot be more than twenty-four (24) inches.
- iv. One per adjoining lot owned.



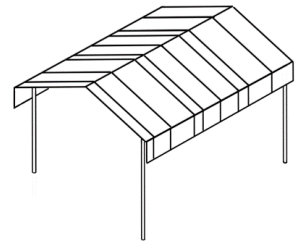
2. **Screen House.** A freestanding structure with mostly screened walls.

- i. Dimensions are not to exceed one-hundred-forty-four (144) square feet and (12) feet internal height.
- ii. If covered for the off-season, coverings must be removed between Memorial Day and Labor Day.
- iii. One per adjoining lot owned.



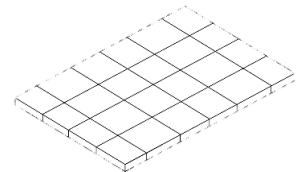
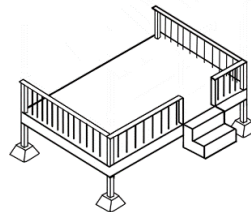
3. **Canopy/Gazebo (Carport).** A freestanding covering extending over an area constructed of either wood or metal.

- i. Must be anchored to the ground in five (5) foot intervals with ground anchors a minimum of two (2) feet long.
- ii. Length cannot exceed twenty (20) feet.
- iii. Width cannot exceed twelve (12) feet.
- iv. Height cannot exceed nine (9) feet.
- v. Prior to building, any canopy exceeding dimension restrictions must have written Board approval.
- vi. Only golf carts and ATVs may be parked underneath the canopy. As stated in Article II, Section C, Subsection 4, no licensed motorized vehicles or campers are allowed to be parked under said structure.
- vii. One per adjoining lot owned.



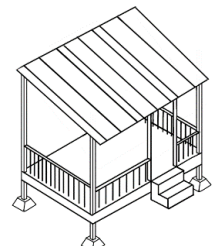
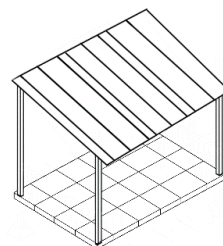
4. **Deck/Patio.** An open, flat area used for recreation without a roof or walls, constructed of pavers, concrete, wood, or other material.

- i. No size limit as long as it does not prevent the ability to move a camper and follows all setbacks.
- ii. One per adjoining lot owned



5. **Porch/Lean-to (open-air).** A wall-less, floored, covered structure within four (4) feet of adjoining camper.

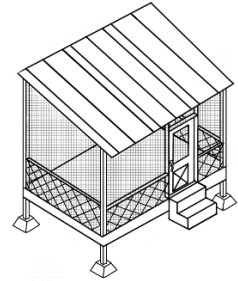
- i. Length cannot be longer than the adjoining trailer.



- ii. Width cannot be more than twelve (12) feet.
- iii. Height cannot extend more than one (1) foot above or over the camper.
- iv. One per camper, per lot.

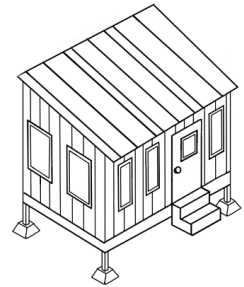
6. **Porch (screened).** A covered structure adjoining a camper with walls that are fifty percent (50%) or more screen on 3 or more sides.

- i. Length cannot be longer than the adjoining trailer.
- ii. Width cannot be more than twelve (12) feet.
- iii. Height cannot extend more than one (1) foot above or over the camper.
- iv. Plastic or closures on screen porches are permitted for the off-season, but those coverings must be removed and remain so between Memorial Day and Labor Day or be subject to a fine.
- v. One per camper, per lot.

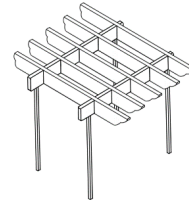


7. **Porch (enclosed).** A covered structure with walls that are less than fifty percent (50%) screen or window on 3 or more sides adjoining a camper.

- i. Length cannot be longer than the adjoining trailer.
- ii. Width cannot be more than twelve (12) feet internally.
- iii. Height cannot extend more than one (1) foot above or over the camper.
- iv. One per camper, per lot.

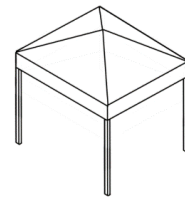


8. **Pergola.** A freestanding, non-enclosed structure without walls or a solid roof.



9. **Canopy/Pop-up Shade.** A temporary roofed covering over grass or patios.

- i. Cannot be put up in the off-season.
- ii. Dimensions cannot exceed twelve (12) feet long, by twelve (12) feet wide, by nine (9) feet tall.



10. **Fences.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all property lines shall be kept free and open one to another and no fence shall be permitted on any lot or lot line, whereas a fence is defined as a barrier that prohibits the passage of people or animals.

11. **Property Border.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Association, property borders are permitted (with prior approval of the Environmental Control Committee) along roadways in order to define a property line so long as it does not inhibit the movement of native wildlife.

All property borders must be able to be easily moved by a single person without mechanical assistance in order to allow room for maneuvering camper trailers within property setbacks.

12. **Dog Runs/Kennels.** Dog runs/kennels are acceptable as long as they are movable and do not exceed the following measurements: 4' wide x 10' long x 6' tall and fit within the required setbacks (6' on the front of the lot(s) and 2' on the sides of the lots. Dog(s) cannot be left unattended for an extended period of time.

13. **Cameras.** Members may place security cameras on their property for the purpose of monitoring personal property.

14. **Clotheslines.** May be umbrella-style or bumper-mounted and must be put away when not in use.

E. **VariANCES.** Variances are not transferable, therefore, anyone who purchases a property that is not compliant has thirty (30) days to bring the property under compliance or present an written action plan agreeable to the Board of Directors specifying how and when it will be completed. If not brought into compliance within the thirty (30) day period or according to the accepted action plan, the Board of Directors reserves the right to assess fees, whether they be monthly or annual, against the property owner until resolved.

1. Any request for a variance must be submitted in writing to the Environmental Control Committee to be submitted to the Board of Directors for review.
2. In accordance with the Americans with Disabilities Act, variances may be granted for reasonable accommodations in order to make a property adequately meet the needs of the owner.
3. **Variance Requests.** Notice of the determination of whether or not a variance is granted will be returned to the member and a copy of the decision will be documented in the WCA office in a variance log with number assigned and/or in the member's personal file.
4. **Disclosure Statement.** Prior to closing on the sale of a property, the seller must submit a disclosure statement to the potential buyer listing all variances and code violations.

F. **Maintenance of Lots and Improvements.** The owner of each lot in the Association as registered with the Harrison County Recorder of Deeds and the WCA office, 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:

1. 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.
2. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.
3. Mow said lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.
4. Cut down and remove dead or unsafe trees from said lot with the Environmental Control Committee's approval.

5. Remove all debris or rubbish from said lot.
  6. Where applicable, prevent debris or foreign material from entering Little Sioux River or Missouri River; or
  7. When such debris or foreign material leaves one's lot, the owner is to take steps to remove it immediately, even if it is outside the boundary of Woodland Campground.
- G. **Public Nuisance.** As defined in (Iowa Code SEC. 657.2): 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 unfit for human habitation or use is one which:
1. Is so damaged, decayed, 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. Lacks illumination, ventilation, or sanitary facilities adequate to protect health, safety, and welfare of the occupants, or the general public: or
  3. Because its general condition or location is unsanitary, or otherwise dangerous to the health, safety, or welfare of the occupants or to the public.
  4. A camper has been partially or totally destroyed by fire or other act of nature, will not be allowed to remain in such a state for more than ten (10) days from the time of such destruction or damage without further approval by the Board of Directors and/or the Environmental Control Committee.
- H. **Administrative Nuisance Process.** (As defined in Iowa Code 364.1): 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 the Association covenants, rules, and restrictions, the Board of Directors, acting in the best interest of the Association, can perform the required action and assess the cost against the property for collection in the same manner as yearly Association dues. Require the abatement of a nuisance, public or private, in any reasonable manner.
- I. **Association's Right to Perform Certain Maintenance.** In accordance with Iowa Code 364.12, Section 3, Subsection h, if the property owner does not perform an action required under this subsection within a reasonable time after notice, [the Association] may perform the required action and assess the costs against the property for collection in the same manner as a property tax. Notice may be in the form of an ordinance or by certified mail to the property owner as shown by the records of [Harrison County and the WCA office], and shall state the time within which action is required.
1. Lots with grass/weeds exceeding height of eight (8) inches on designated measurement days will be mowed by the campground and assessed a fee per lot as assessed by the Board.
  2. All lots needing to be mowed will be mowed within the same time frame. Bills for mowing will be mailed within 30 days.

### **ARTICLE III: PROVISIONS RESTRICTING DISPOSAL OF SANITARY SEWAGE**

- A. **Septic System.** For the disposal of sanitary wastewater (both gray and black water tanks) in the campground, the Association has constructed a septic sewage system which is accessible via the waste dump stations located on the central circle.
- B. **Prohibition.** 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 attorney fees, where applicable) shall become a charge or lien upon said lot and may be collected in any manner provided in 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.

### **ARTICLE IV: PROVISIONS REGARDING UTILIZATION OF UTILITIES**

- A. **Utilization of Utilities.** Property owners shall only use the water, sewer, and electrical systems constructed by the Association to service the campground and shall not obtain such services from alternative sources, 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 Board of Directors for each campsite.
- B. **Association Services.** Water hydrants and electrical pedestals are the property of the Woodland Camp Association, Inc., therefore any work or modifications to the water hydrants or pedestals must have prior consent of the Woodland Camp Association and be completed by a WCA employee or a bonded and insured electrician in the State of Iowa on retainer by WCA.
- C. **Utility Prohibition.** As referenced in section A, property 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 Board of Directors 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, then at the time of the Annual Assessment, the Board reserves the right to increase the dues and/or assessments as needed to cover the cost. The above service and availability charges are minimum charges and are payable whether or not the campsite is occupied or if any such utility services are used. If a public or private utility assumes responsibility for any such service, the amount of other availability charge, the times and methods of payment by the owner and other matters relating to services 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 due date, the same became due, the Owner shall not drill or permit the drilling of a water well or installation of a septic system upon their 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 Association, 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 any such member Association in the Association.

- D. **Exception for Wireless Services.** No other utility services, with the exception of wireless internet and satellite services, may be installed by an owner without the prior consent of the Woodland Camp Association Board of Directors.
- E. **Alternative Energy.** Alternative energy sources such as, but not limited to, solar and wind power may not be installed by an owner without the prior consent of the Woodland Camp Association Board of Directors.
- F. **Utility Charges.** According to Article 8, Section D, Subsection 4, of the Covenants, Rules, and Restrictions, the Association may assess utility charges for each structure based on electrical usage and the needs of the Association.
- G. **Air Conditioners.** Lights and air conditioning units in all RVs must be turned off if absent for more than 24 hours.
  - 1. If you are found to be in violation, you will be contacted by phone or email on file.
  - 2. If not corrected within 24 hours after notification, a fine will be assessed at \$20 per day until corrected.
  - 3. If fines are not paid after thirty (30) days, they will be added to the yearly assessment on the property.
- H. **Garbage.** Dumpsters are for the disposal of household waste.
  - 1. No outside waste is to be disposed of in WCA dumpsters.
  - 2. Large items such as mattresses, furniture, and building/construction materials should be disposed of off-premise.
  - 3. Other prohibited items include hazardous electronic components such as televisions and computers.
  - 4. The burning of garbage, trash, or any other household waste in campfires is prohibited.
  - 5. The accumulation of such garbage, trash, or refuse on one's property is prohibited.
  - 6. Every outdoor receptacle for ashes, trash, rubbish, or garbage placed on a lot shall be so placed and kept as to not be visible from any street or shall be screened.
- I. **Burn Pit.** The Iowa Department of Natural Resources has allowed the campground to have a regulated burn pit during the open camping season for the disposal of compostable yard waste such as branches, sticks, weeds, leaves, and grass clippings. Members are prohibited from lighting the burn pit; it is only to be lit by campground personnel during the weekday.

#### **ARTICLE V: EASEMENTS**

- A. **In General.** The Association, through the Board, reserves and grants, as hereinafter provided, certain easement rights in the real estate that constitutes the Development. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs,

landscaping, property borders, and such other purposes, provided that such use or uses do not interfere with the use of said easement for their intended purposes. No easement hereby or subsequently reserved or granted by the Association shall prohibit any other utility from crossing any such easement with its facilities for the purpose of extending, repairing, or maintaining utility service to any property or properties. The easements so reserved by the Association are described as follows:

1. The Association, through the Board, for itself, its successors, assigns, and licensees, a six (6) foot easement along the front lot line and along all road rights-of-way of each lot's platted address and a two (2) foot easement along the sides of each and every lot for the purpose of installing, maintaining, and operating utility lines and mains thereon, together with the right to trim, or cut, or remove any trees and/or brush and the right to locate guy wires, braces, and anchors wherever necessary for said installation maintenance and operations together with the right to install, maintain, and operate utility lines and the appurtenances thereto; culverts and drainage ditches, reserving also the rights to ingress and egress to such areas for any of the purposes heretofore mentioned.
2. The Association, its successors, assigns, and licensees, also reserves a six (6) foot wide easement along both sides of all road right-of-ways for the purposes of cutting and filling and for drainage. The 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.
3. The Association, its successors, assigns, and licensees reserves an easement on, over, and under all road rights-of-way for the purpose of installing, maintaining, and operating the aforementioned utilities and drainage.
4. No permanent structure shall be placed on such easements, but the same may be used for gardens, shrubbery, landscaping, and other purposes; provided, however, that such use or uses do not interfere with the use of such easements for their intended purposes.
5. Except in instances where an owner of two or more adjoining lots parks or constructs a camper or structure which will cross over or through a common lot line, the same shall not be subject to the aforementioned two (2) foot easement, except as shown on the recorded plats.
6. Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.
7. Lot owners shall have no cause of action against the Association, its successors, or assigns, either in law or in equity, except in cases of willful or wanton negligence on account of any damage caused by the installation, maintenance, and operation of the aforementioned utilities.

**ARTICLE VI: RULES GOVERNING PLACEMENT OF SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER**

- A. **Usage.** Whenever two (2) or more contiguous lots in the Association shall be owned by the same owner/grouping of ownership, and such owners shall desire to use two (2) or more lots as a site for a single camper, the owner(s) 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 a single unit shall be treated as a single lot for the purpose of applying these Restrictions (except as noticed in Paragraph 9C) to said lots.

- B. **Placement.** If the owner/grouping of ownership shall desire to place a camper across said lot lines, they may do so as long as the placement of the camper follows all setback and easement requirements. After placement, the Environmental Control Committee may come measure to ensure setback and easement requirements are met. If, in the event the placement of the camper does not meet setback requirements, the owner(s) will receive notification of the violation and will have two (2) weeks to develop and submit a corrective plan of action to the Board.
- C. **Multiple Campers.** If the owner/grouping of ownership desires to use multiple campers on a lot, the number of campers shall not exceed the number of contiguous lots owned and may be placed anywhere on the property following all setback and easement requirements.

#### **ARTICLE VII: OWNERSHIP, USE, AND ENJOYMENT OF STREETS, PARKS, AND RECREATION FACILITIES**

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 of, 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 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 Development, 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.

##### **A. Use of Public Facilities.**

- 1. Deposits/Renting Amenities.
  - i. For private use of the clubhouse, there shall be a charge per day in addition to a cleaning/damage deposit.
  - ii. For private use of the pool table, there shall be a deposit.
- 2. **Smoking.** There shall be no smoking in all public buildings, restrooms, clubhouses, and offices. Additionally, there shall be no smoking within 50 feet from all public buildings.

**ARTICLE VIII: THE PROPERTY OWNERS ASSOCIATION**

- A. **General.** 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,” or the “Woodland Camp Association (WCA).”
- B. **Membership, defined.** Membership in the Association shall be appurtenant to ownership of a lot(s) in the Development as recorded with the Recorder’s Office of Harrison County, Iowa and anyone who owns or becomes an owner of a lot(s) shall, by reason of such ownership, become and hereby is made a member of the WCA, provided that no person or entity holding an interest in a lot as security for performance of an obligation shall be a member until fee ownership is acquired by foreclosure or otherwise, whereupon they shall become a member.
  - 1. **Number.** Members shall be limited to no more than two (2) of the owners of one or more lots held in any form of joint ownership.
  - 2. **Declaration.** If more than two (2) names appear on the deed of sale, as recorded by the Recorder of Deeds Office in Harrison County, Iowa, the owner (or group of owners) will specify which two individuals are to be named as members of the Association and registered/filed with the WCA Office for official record-keeping/business purposes in accordance to the transfer procedure.
  - 3. **Limitations.** If an individual appears on a deed of sale who is already considered a member, and whose grouping of ownership has already established the two member maximum, a third-party cannot be considered a member, even if they also appear on the deed of sale.
  - 4. **Group Ownership.** If the ownership of a lot(s) is by a trust, estate, corporation, business, partnership, entity represented by Power of Attorney, a grouping of individuals or other familial entity in which an individual owner is not specifically named, they must file a resolution with the WCA Office and be on record with the official Membership Roster in the WCA Office to specify the authorized representative(s) for voting and business purposes, not to exceed two memberships collectively.
- C. **Purposes of the Property Owners Association.**
  - 1. **Social Environment.** To promote pleasure, social recreation, sports, and activities for its members, their families, and guests and to develop and maintain a recreationally-oriented environment in the Woodland Camp Development of Harrison County, Iowa as shown on the plats thereof filed with the Recorder of Deeds for Harrison County, Iowa.
  - 2. **Community Conservation.** To provide a means whereby the streets, amenities, common facilities, and those areas within the Development designated as parks, lanes, and common areas on the plats of the Development as well as such other recreational facilities within the Development as may be conveyed to the Association or established by it, may be operated, maintained, repaired, and replaced.
  - 3. **Enforcement.** To provide a means for the declaration and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets, parks, lanes,

amenities, recreational and common facilities or areas and such facilities within the Development as may be conveyed to, or established by, the Association.

**D. Power of Association to Levy and Collect Charges and Impose Liens.**

1. The Association, and thereby the Board of Directors, shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by the bylaws, as well as the power to levy uniform annual dues as well as special assessments, and utility service charges against the members of the Association.
2. No dues, special assessments, 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.
3. The Board of Directors of the Association shall fix the amount of the annual dues, special assessments, and utility charges and due dates thereof according to the bylaws of the Association and shall furnish written notice of the charges and payment dates so affixed to each lot.
4. **Dues and Assessments.** Any annual dues, special assessments, 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(s) owned by that person(s) owing such assessment charges as of the due date fixed by the Board of Directors and shall remain a lien against said lot(s) until paid in full as is hereinafter provided with any other charges or costs lived against said lot in accordance with these restrictions. If in the opinion of the Board of Directors of the Association, such charges have remained due and payable for over six (6) months, they may on behalf of the Association institute such procedures either in law or in equity, foreclosure of such lien or otherwise to collect the amount thereof in any court of competent jurisdiction. The owner of the lot(s) subject to the charges 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, charges, or assessments which may be extent upon said lot(s) at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an 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.
5. **Receipt.** The Association, shall upon demand at any time, issue a receipt signed by an Executive Officer of the Association, and verified by the WCA office, certifying that the assessments on a specified lot have been paid or that certain 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 receipts. Such receipts will be

conclusive to evidence of payment of any assessments and charges, therein stated to have been paid.

6. **Purpose of the Special Assessments.** The special 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 of the property owned or operated by the Association.
7. **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, amenities, and utilities of the Woodland Camp Association of any member for the following reasons:
  - i. For any period in which any dues, assessments, or charges owed by the member remain unpaid, including fines, if any, assessed under the restrictions in these Covenants.
  - ii. During the period of any continuous violation of the bylaws, Covenants, or Regulations for the Development after the member has been notified of the existence of the violation as declared by the Board of Directors of the Association.

#### **ARTICLE IX: RECREATIONAL AND MOTORIZED VEHICLES.**

- A. **Declaration.** Woodland Campground Association expects all members to observe Iowa State Law for all recreational vehicles.
- B. **Liability.** All vehicles including, but not limited to golf carts, 4-wheelers, motor bikes, mopeds, ATVs, etc. are required to have current liability insurance.
- C. **Registration.** All vehicles should be properly registered through the applicable state, county, or Iowa DNR as required by law.
- D. **Licensing.** All vehicles (excluding trailers, fifth-wheels, and motor homes) that are not licensed within the current year and that are not in street-ready condition (flat tires, broken windshields, not operational, etc.) will be given 30 days to license them and make them street-ready or they must be removed from the park. Additionally, all golf carts, boats, boat trailers, ATVs, and go-carts will be expected to be in running condition or they shall be removed from the park. After 30 days, a fine will be assessed.
- E. **Traffic Flow.** All drivers of any vehicle must observe the one-way traffic flow on each block, excluding the two interior roads of block 15, which allows two-way traffic.
- F. **Nighttime Operation.** No vehicles are to be operated after dark without headlights and tail lights.
- G. **Identification.** All recreational vehicles (i.e. golf carts, ATVs, etc.) must clearly display block and lot numbers as well as have a safety flag visible higher than four (4) feet from the ground. Anyone not in compliance will be subject to a fine to be paid within thirty (30) days. Any association member can report someone out of compliance.
- H. **Prohibited Vehicles.** All vehicles (excluding campers, fifth-wheels, and motor homes) that are not licensed in the current year and that are not in street-ready condition (flat tires, broken windshields, do not run, etc.) will be given thirty (30) days to license them and/or make them

street-ready or remove them from the park. If not resolved within thirty (30) days, this violation will be turned over to our attorney for compliance at the lot owner's expense.

- I. **Handicap Provisions.** If one has a State-Issued handicapped sticker for their automobile, handicapped accommodation extends to their golf cart as long as a sticker is clearly displayed on the golf cart. Extra stickers may be purchased at the office.
  - 1. A handicapped person may use a golf cart or other doctor-ordered mobility device to access association buildings and amenities.
- J. **Age restriction.** No person under the age of 13 is allowed to drive a motorized vehicle without an accompanying adult (18+) rider in the front seat. Persons aged 13-18 may drive golf carts until curfew at 10pm.
- K. **Speed Limit.** 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 within thirty (30) days upon its being assessed, and if it is not, the Association pursuant to subparagraph 9C of the Restriction, 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 Restriction.
- L. **Go-Karts.** Safety cages are required on all go-carts operated in the campground.
- M. **Guests.** Guests of the campground are not allowed to bring any recreational vehicles including, but not limited to golf carts, ATVs, and motorbikes, into the campground.
- N. **Exception.** The use of electric or battery-operated childrens' vehicles may not be operated on the roadways (State Park Regulations Camping Rules and Guidelines). They may only be operated on individual campsites, green spaces, or playground areas as long as they do not cause damage and does not put into jeopardy the safety of themselves or others.

#### **ARTICLE X: PETS AND ANIMALS**

- A. **Pets Only.** No animals shall be kept or maintained on any lot in the Association, except the usual household pets.
- B. **Vaccinated.** All animals must be current on all necessary vaccinations.
- C. **Unattended Animals.** Animals may not be left unattended outside.
- D. **Leash Required.** Animals not enclosed by a dog run (as defined in Article II, Section D, Subsection 13), must be on a leash a minimum of six (6) feet long. A written warning will be issued after the first offense, with a fine assessed for each subsequent violation.
- E. **Public Buildings.** Animals are not permitted in public buildings, with the exception of a registered service dog.
- F. **Waste.** Owners must clean up their animals' waste if not on that owners' property.

**ARTICLE XI: ENVIRONMENTAL CONTROL COMMITTEE**

- A. **General.** 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 a 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 or the Board of Directors, and shall be accompanied by a complete description of the work proposed to be performed. Such plans shall include plot plans showing the location(s) of all improvements existing upon said lot and the location(s) of the placement of the proposed improvement(s) on said lot, each properly and clearly marked.
- B. **Powers of the Committee**
  - 1. **Power of Disapproval.** The Committee may refuse to grant permission to place or construct any improvement upon the lot when:
    - a. The plans, specifications, drawings, or other materials submitted are themselves inadequate or incomplete or in violation of these restrictions.
    - b. The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot (as described in Article IX, Section D, Subsection 7) that the proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interest, welfare, or rights of all or part of the owners of other lots in the Association.
  - 2. **Power to Charge Fees.** If the Committee deems the same to be reasonably necessary for the accomplishment of its duties and responsibilities, it may assess a fee 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 Campground Association, Inc. Likewise, the Committee may assess a fine if an Association member fails to submit an application for an improvement on their lot prior to beginning said improvement.
- C. **Duties of the Committee:**
  - 1. **Duty of Permit Fulfillment.** The Committee shall approve or disapprove of proposed improvements within fifteen (15) days after all required information has 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.
  - 2. **Duty of Permit Inspection.** The Committee shall 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.
  - 3. **Duty of Compliance Inspection.** The Committee shall inspect the placement of all campers and improvements placed on the lots to ensure that there has been compliance with the restrictions and applicable regulations, restrictions, and covenants.
  - 4. **Duty of Determining Tree Trimming and/or Removal.** The Committee shall inspect trees or limbs to determine whether they are dangerous and should be removed as well as

inspect and approve the removal of any trees over three (3) inches in diameter that Association members wish to remove.

- D. **Composition of the Committee.** The Committee shall be composed of three (3) members who shall be elected by the Association and who shall be subject to removal by the Board at any time. Any vacancies existing, from time to time, shall be filled by appointment by the Association Board.
- E. **Liability of Committee, Etc.,.** Neither the Committee, nor any agent thereof, nor the Woodland Camp Association Inc., nor the Property Owners Association shall be liable 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.
- F. **Limitation: Power to Grant Variances.** The Board of Directors of the Association 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/aesthetically detrimental or cause injurious affection to other lots in the Association.

#### **ARTICLE XII: RESTRICTIONS OF ENVIRONMENTAL USAGE**

- A. **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.
- B. **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 their lot(s) continuously unobstructed and in good repair. No grading of the lot shall be permitted without the approval of the Environmental Control Committee.

#### **ARTICLE XIII: 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 breadth of these restrictions; provided, however, that the Association shall not 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 estoppels of that party to assert) any right available to them upon the occurrence, recurrence, or continuation of such violation or violations of these restrictions.

#### **ARTICLE XIV: EFFECT OF GRANTEE'S ACCEPTANCE OF DEED, ETC.**

- A. The Grantee (owner) 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 keep, observe, comply with, and perform such restrictions and agreements with the Association and with the grantees and subsequent owners of each of the lots affected by these restrictions.
  
- 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.

**ARTICLE XV: ANNEXATION OF SUBSEQUENT DEVELOPMENTS.**

- A. **Annexation.** 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 the Exhibit A hereto. Upon the recording of a Supplemental Declaration containing the provisions as set forth in this Article, all provisions contained in the Declaration, to the extent not inconsistent with the Supplemental Declaration, shall apply to the annexed territory in the same manner as if it were originally covered by the 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, and powers, and duties of the owners and occupants of lots within the annexed territory shall be the same as if the annexed territory were originally covered by this Declaration.
  
- B. **Record.** 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 within Harrison County, Iowa where this declaration is recorded;
  - 1. A statement of the extent to which the provisions of the Declaration is recorded;
  - 2. A statement of the territory;
  - 3. A description of the property within the annexed territory.

- C. **Future Use.** The Supplemental Declaration, with all respect to all or any portion of the property described in such Supplemental Declaration may provide for new land uses not provided for in the 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.

**ARTICLE XVI: MAILING ADDRESSES FOR NOTICES**

Each owner shall, upon acquisition of a lot, provide the Association through the WCA office with their correct mailing address. The WCA office shall maintain a file of such addresses. A written notice deposited in a United States Postal Service, 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 by this Declaration. The mailing address of the Association for the purposes of all 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 Association, Inc., 1447 Benton Lane, Little Sioux, IA 51545, 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 with the Recorder's Office of Harrison County, Iowa.

**ARTICLE XVII: TITLES.**

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

**ARTICLE XVIII: 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 2036, 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.

**ARTICLE XIX: 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.

**ARTICLE XX: SEVERABILITY.**

Every one of these Restrictions is hereby declared to be independent of and severable from the rest 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.

**ARTICLE XXI: 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 the 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 in Harrison County, Iowa.