

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS
WILDERNESS CLUB RV RESORT SUBDIVISION

WHEREAS, a Declaration of Restrictions and Covenants for Wilderness Club RV Resort Subdivision dated May 10, 2006, and filed in Book 489, Pages 9953-9959, of the records of the Recorder of Deeds of Taney County, Missouri; and

WHEREAS, said Declaration of Restrictions and Covenants provides among other things, certain use restrictions as set out in Article III thereof, and

WHEREAS, the Board of Directors of the Wilderness Club RV Resort Property Owners Association, Inc., a Missouri not-for-profit corporation, has proposed an amendment to said Declaration of Restrictions and Covenants Article III; and

WHEREAS, in excess of seventy-five (75) percent of the eligible owners of Wilderness Club RV Resort Property Owners Association, Inc., have approved the Amendment of the Declaration of Restrictions and Covenants.

NOW, THEREFORE, this First Amendment to said Declaration of Restrictions and Covenants of WILDERNESS CLUB RV RESORT SUBDIVISION made this ____ day of _____, 2006, by Wilderness Club RV Resort Property Owners Association, Inc., a Missouri not-for-profit Corporation, as follows:

To Article III, Use Restrictions, a new section will be added.

Section 16. Ownership/occupancy of all properties must consist of at least one person 55 years or older, except those properties which do not presently have one owner/occupant 55 years or older may continue such ownership/occupancy, but in a change of ownership/occupancy, at least one owner/occupant must be 55 or older. The Board of Directors shall decide any question as to the identity and age of occupants.

Occupants shall not include children less than 18 years of age, except that such children may visit as guests for periods not to exceed 6 (six) weeks in any calendar year. Children 14 years or under shall not be permitted in the clubhouse, pool or hot tub area unless accompanied by an adult 18 years or older.

WHEREAS, a Declaration of Restrictions and Covenants for Wilderness Club RV Resort Subdivision filed in Book 327, Pages 4494-4505, of the records of the Recorder of Deeds of Taney County, Missouri; and

WHEREAS, a First Amendment to said Declaration of Restrictions and Covenants filed in Book 333, Pages 1645-1646, of the records of the Recorder of Deeds of Taney County, Missouri; and

WHEREAS, a Second Amendment to said Declaration of Restrictions and Covenants filed in Book 341, Pages 6969-6971, of the records of the Recorder of Deeds of Taney County, Missouri; and

WHEREAS, the Board of Directors of the Wilderness Club RV Resort Property Owners Association, Inc., a Missouri not-for-profit corporation, has proposed a complete replacement of the aforementioned Declaration of Restrictions and Covenants and First and Second Amendments to said Declaration; and

WHEREAS, in excess of seventy-five (75) percent of the eligible owners of Wilderness Club RV Resort Property Owners Association, Inc., have approved the replacement of existing Declaration of Restrictions and Covenants and Amendments One and Two of said Declaration of Wilderness Club RV Resort Subdivision; and

WHEREAS, the Declaration of Restrictions and Covenants filed in Book 327, Pages 4494-4505, First Amendment to said Declaration filed in Book 333, Pages 1645-1646, and Second Amendment to said Declaration filed in Book 341, Pages 6969-6971, of the records of the Recorder of Deeds of Taney County, Missouri, are hereby replaced and no longer have force and effect.

NOW, THEREFORE, the Wilderness Club RV Resort Property Owners Association, a Missouri not-for-profit Corporation, declare that the following Declaration of Restrictions and Covenants shall be deemed to run with the land and be in full force and effect.

DECLARATION OF RESTRICTIONS AND COVENANTS WILDERNESS CLUB RV RESORT SUBDIVISION

I.

Definitions

The following words when used in this Declaration shall have the following meaning:

- a. "The properties" shall mean and refer to all of the property within WILDERNESS CLUB RV RESORT, a subdivision in Taney County, Missouri, as shown in the plat thereof recorded at Book Slide D, Pages 170-171, of the records of the Recorder of Deeds of Taney County, Missouri, and any subsequent recorded addition to said plat, and any additional properties as may become subject to this Declaration.
- b. "Association" shall mean and refer to WILDERNESS CLUB RV RESORT PROPERTY OWNERS ASSOCIATION, INC., a not-for-profit corporation, its successors and assigns.
- c. "Lot" shall mean and refer to any numbered plat or tract of land shown upon any recorded plat of the properties.
- d. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties but not withstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure. Owner shall also mean any purchaser in possession under a contract for deed.
- e. "Commission" shall mean the Clean Water Commission of the State of Missouri and the Missouri Department of Natural Resources, and their successors, as may be created by law from time to time.
- f. "Common area" shall mean all real property owned by the Association for the common use and enjoyment of the owners together with all roads, easements, paths, walkways, and parks which may be designated as such and shown on the plat of said subdivision.

II.
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, easements, liens, and charges in this Declaration is located in Taney County, Missouri, and is more particularly described as follows:

WILDERNESS CLUB RV RESORT
PHASE I

All of lots A-1 thru A-25, B-1 thru B-13, C-1 thru C-4, D-1 thru D-10, and E-1 thru E-23 in Wilderness Club RV Resort, a subdivision in Taney County, Missouri, according to the recorded plat thereof, found at Book Slide D, Pages 170-171 of the records of the recorder of deeds of Taney County, Missouri.

All of which real property shall hereinafter be referred to as the "existing property".

Section 2. Addition to Existing Property. Additional land may, by proper declaration duly recorded, become subject to and be bound by the terms of this Declaration and any future modifications thereof.

III.
USE RESTRICTIONS

The Developer declares that the aforesaid land is held and shall be conveyed by it subject to the following covenants and restrictions on use which shall run with the land for the duration as hereinafter set out and bind forever the land and the owner thereof, their heirs, personal representative, successors, and assigns, to wit:

Section 1. All sites or lots are restricted to one (1) of each of the following: travel trailer, motor home, or fifth-wheel. The unit must be modern, commercially manufactured, presentable in looks and repair, and must be fully self-contained. All units are subject to approval and disapproval of the Association. Excluded among others are mobile homes, park models, tents, truck campers, fold out campers and boats. Minimum length is twenty-four (24) feet for any RV used for living accommodations.

A cabin, subject to set back restrictions, may be placed on said sites or lots by itself or in addition to the above mentioned permitted travel trailer, motor home, or fifth-wheel. Such cabin, together with the type of construction and location on such site or lot, shall first be approved by the Association before construction thereon. Each lot shall be occupied by one family only.

Section 2. Occupant and guest parking are allowed on designated driveways or street right-of-ways. Only day-time parking is allowed on street right-of-ways. Overnight guest parking is allowed in clubhouse parking area.

Section 3. The exterior use and/or storage of refrigerators, freezers, large tool chests, boats, boat equipment, trailer, or vehicle parts and anything else not deemed compatible to the unit and surroundings is strictly prohibited. If, and as space is available, the Association may designate an area for RV, small boat, and trailer storage. Storage of any item of any type under an RV is prohibited.

Storage sheds will be allowed on the lots. They must be log sided. Roofing shall be of the same type, color, and material used on cabin. The Board of Directors of said Association must approve the size and materials used for construction. Each storage shed must be properly anchored to the ground.

Any improvements or structures such as cabin additions, porches, barbeques, or concrete walks or pads shall first be approved by the Board of Directors of said Association in writing.

Section 4. General Park Restrictions:

- a. Recreational facilities are for the sole use of residents and their guests. The hours of use and rules for use shall be as posted.
- b. Vehicles may not exceed 10 m.p.h. within the subdivision.
- c. Alcoholic beverages are not permitted in any common area except for special events with the prior approval of the Association.
- d. Quiet hours are from 10:00 PM to 8:00 AM.
- e. Patio lights are allowed within reason.

Section 5. Unit owner or guest shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance of the property or which will obstruct or interfere with the rights of other unit owners or guests or annoy them by unreasonable noises or otherwise, nor shall the unit owner or guest commit or permit any annoyances, immoral or illegal act on or about the property.

Section 6. Dogs and cats shall be under their owners control at all times. When not on owner's lot, dogs/cats must be on a leash. Dog/cat residue must be picked up by the owner if within the perimeter of the Wilderness Club property. This includes all grassy areas, however remote.

Section 7. Occupancy of a cabin, motor home, travel trailer, or fifth wheel shall be restricted to no more than three (3) persons. Occupancy is defined as more than thirty (30) continuous days.

Section 8. Recreational facilities, including the clubhouse, hot tub, and pool are available for the benefit of unit owners and their in residence guests. Guests are not allowed to use the pool or clubhouse without permission of the property owner. Use of these facilities shall be in accordance with posted rules and regulations. Unit owners shall be responsible for the conduct of guests in accordance with these Declarations.

Section 9. No annoyance shall be allowed on the property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment of their possessions and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed to exist.

Section 10. None of the property shall be used for any "point-of-sale" or service business.

Section 11. No commercial signs are allowed on any of the grounds of any unit or any common area. Realtor signs or For Sale by Owner signs may be placed on their lot. The size and type of signs are subject to the approval of the Association.

Section 12. No garage sales or auction sales are allowed on the subdivision property unless approved by the Association.

Section 13. No automobiles shall be repaired on said property unless such repair can be accomplished in less than two (2) hours.

Section 14. No livestock of any character shall be allowed on the subdivision.

Section 15. No tree larger than four (4) inches in diameter may be cut by any owner without permission from the Association.

IV.

PROPERTY OWNERS ASSOCIATION

Section 1. Membership. The developer shall cause to have incorporated a not-for-profit corporation known as the WILDERNESS CLUB RV RESORT PROPERTY OWNERS ASSOCIATION, INC. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. Voting Rights. Members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. If more than one person holds such interest, all such persons shall be members and the vote for each lot shall be as they themselves determine, but in no event shall there be more than one (1) vote cast with respect to any lot.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors, which shall consist of three (3) directors to be elected by the members of the Association. The initial Board shall have one (1) director serving a three (3) year term, one (1) director serving a two (2) year term, and one (1) director serving a one (1) year term. One new director shall be elected for a three (3) year term at each annual Association meeting, so as to maintain a total membership on the Board of Directors of three (3).

V.

PROPERTY RIGHTS IN THE COMMON AREAS

All common areas and properties such as roads, lighting, park areas, parks, clubhouses, pool, and other comparable amenities shall be open for use and enjoyment by all members and they should be maintained, operated, repaired, and under the control and jurisdiction of the Board of Directors of the Association. All roads shown on each plat recorded in the Wilderness Club RV Resort shall be private roads owned and maintained by the Wilderness Club RV Resort Property Owners Association, Inc., in perpetuity. At no time in the future shall the maintenance of said roads become the responsibility of Taney County. The Board of Directors shall have power and authority to enter into contracts for the maintenance and improvement of the common areas, grant easements across common areas for utility service, and in general, be in charge of the same and promulgate rules for the use thereof. The roads are dedicated to the private use of the property owners within the Wilderness Club RV Resort.

VI.

COVENANTS FOR ASSESSMENTS

Section 1. Obligation for regular and special assessments. Each owner of a lot by acceptance of a deed, contract for deed, or other form of conveyance therefore, whether or not it shall be so expressed in any such deed, contract, or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and additional special assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

Section 2. Purposes of assessments. The annual and special assessment shall be used for the purpose of constructing, operating, maintaining, and improving the common areas. No other use of such assessments, except as specifically provided above or reasonably incident thereto, shall be made.

Section 3. Basis and collection of assessment. The Association is hereby empowered to make and collect during each year from each owner of a lot an assessment in a sum sufficient for the normal operation, repair, maintenance, and improvement of the roads, parks, clubhouse, pool, and other common areas along with a reasonable balance for the purpose of unanticipated repairs which must be made before a special assessment can be made and collected. In the event the sums derived from the special assessments are inadequate to pay the expenses of construction, operation, maintenance, repair, or improvement of the above mentioned common areas and properties, the Association may levy and collect additional special assessments for such purposes, from time to time, as determined by the Board of Directors.

Section 4. Date of commencement of annual assessment; due dates. The annual assessments and due dates of \$600/year or at the rate of \$50.00/month shall commence on January 1, 2023. The Board of Directors proposed the new assessment at the Annual Owners Meeting held on October 8, 2022 with owner approval. After the Board of Directors has set the amount, such amount shall be the annual assessment for each year thereafter until the Board of Directors by appropriate action changes the amount of the annual assessment. The annual assessment for any year shall become due and the Board of Directors designates payable on the first day of January of each year, or at such other date as is designated by the Board of Directors. Homeowners may, at their option, pay the assessment monthly, with the monthly payment due on the first day of the month and considered delinquent if not received by the 15th day of the month in which it was due. Homeowners may continue to make monthly, quarterly, semi-annual, or annual payments. Special assessments shall become due and payable thirty (30) days after the date on which the Board of Directors sets the amount of the special assessment, unless some other due date is specified by the Board. The Association shall, upon demand at any time, furnish to any owner liable for any assessment a certificate in writing signed by a duly authorized representative of the Association setting forth whether the assessments on a specified lot have been paid.

Section 5. Effect of nonpayment of assessments; the personal obligations of the owners; the liens; remedies of the Association. If an assessment is not paid on the date due, then such assessment shall become delinquent and shall, together with interest and cost of collection, thereupon become a continuing lien on the property which shall bind such property in the hands of the owners, his or her heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his or her personal obligation and shall not pass to his or her successors in title expressly assumed by them.

If the assessment is not paid when due, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney's fees incurred in collection. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the services and facilities provided or by abandonment of his or her lot.

Section 6. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Such sale or transfer shall not relieve the personal obligation of the property owner for the assessments coming due during the time he owned the property.

VII. **GENERAL PROVISIONS**

Section 1. Enforcement. Enforcement of these covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain violation, to require correction of a violation, or to recover damages, and against the land to enforce the lien created by these covenants. Failure to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Right of Entry. The right to enter any lot or tract at any reasonable time for the purpose of inspection, maintenance, and repair of the sewer system, or for the purpose of inspecting for the violation of these covenants and restrictions or possible violations of the Missouri Clean Water Law and regulations is granted to the Association and its authorized representatives, the Commission, its successors and representatives, the developer, and the representatives of any person, firm, corporation, municipality or public agency contracting or otherwise acting with or for the Association to provide operation, maintenance, or monitoring service for the sewer system.

Section 3. Severability. Invalidation of any one of these covenants or restrictions or any sentence, phrase, or word thereof by judgment or court order shall in no wise affect other provisions, which shall remain in full force and effect.

Section 4. Duration: amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, or to the Department of Natural Resources as provided herein, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions herein may be amended by three-fourths (3/4) majority of the votes entitled to be cast by lot owners and upon recordation of an instrument duly signed by said voting lot owners specifying the amendments to be made; provided that no amendment to the Declaration may be made which in any way effects the making of or obligation for annual and special assessments or the powers, rights, and duties of the Association, without the express written consent of the Department of Natural Resources.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed on the 10th day of May, 2006, by its duly authorized officer.

WILDERNESS CLUB RV RESORT PROPERTY OWNERS ASSOCIATION, INC.

By: _____

STATE OF MISSOURI)
) ss
COUNTY OF TANEY)

On this 10th day of May, 2006, before me personally appeared Charles G. Schilling to me personally known, who being duly sworn, did say that he is Vice President of WILDERNESS CLUB RV RESORT PROPERTY OWNERS ASSOCIATION, INC., and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said Charles G. Schilling acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Branson, Missouri, the day and year first above written.

My commission as Notary Public will expire on the _____ day of _____, _____.

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The original document is on file in the WCRVR office with all dates, signatures and notarized seals.
The original document may be inspected by any WCRVR property owner wishing to do so by sending a written or email request to the Board of Directors.

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