

**BYLAWS
OF
THE WILDS RV RESORT RECREATIONAL VEHICLE
SUBDIVISION ASSOCIATION**

**ARTICLE 1
ASSOCIATION**

Section 1.1 Name and Location. The name of the corporation is The Wilds RV Resort Recreational Vehicle Subdivision Association (hereinafter referred to as the "Association"). The initial office of the Association shall be located at 24659 Richfield Loop, Council Bluffs, Iowa 51503, but meetings of members and directors may be held at such places as may be designated by the Board of Directors. The mailing address for the Association shall be 1915 South 38th Avenue, Omaha, NE 68105.

Section 1.2. Application. All present and future owners, mortgagees, lessees and occupants of the Lots shall be subject to these Bylaws. The acceptance of a deed or conveyance, execution of a lease, or occupancy of any Lot in the Property shall constitute the acceptance and agreement to comply with these Bylaws.

**ARTICLE 2
DEFINITIONS**

Section 2.1. Lot. "Lot" or "Lots" shall mean any part of the real property that is separately designated and numbered on the Plat(s), excluding the Commons.

Section 2.2. Commons. "Commons" shall mean all real property and any improvements owned by the Association for the common use and enjoyment of the Owners.

Section 2.3. Plat. "Plat" shall collectively mean: the plat filed as Book 2007, Page 0987 filed with the Office of the Fremont County Recorder ("Park"); and the plat filed as Book 2008, Page 0072 with the Office of the Fremont County Recorder ("Park 2"); and the plat filed as Book 2008, Page 0512 with the Office of the Fremont County Recorder ("Park 3").

Section 2.4. Declaration. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions of The Wilds Development Bartlett, LLC, dated June 5, 2007, filed with the Office of the Fremont County Recorder on July 2, 2007 as Book 2007, Page 0987.

Section 2.5. Owner. "Owner" of a Lot shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the Trustee or Beneficiary of a deed of trust, or a mortgagee), or a lessee. A purchaser of a Lot under a land contract or similar instrument shall be deemed to be the Owner of the Lot for purposes of the Declaration and these Bylaws.

Section 2.6. Association. "Association" shall mean and refer to The Wilds RV Resort Recreational Vehicle Subdivision Association, an Iowa nonprofit corporation, its successors and assigns.

Section 2.7. Declarant. "Declarant" shall mean Wetter Water, LLC, a Nebraska limited liability company the successor to the initial declarant, and its successors and assigns.

Section 2.8. Members. "Member" shall mean and refer to each Owner of a Lot. A "Wilds Member" shall mean and refer to an Owner of any Lot west of the levee being one of Lots 1-80 in the Park 2 plat. A "Bartlett Shores Member" shall mean and refer to an Owner of any Lot east of the levee being one of Lots 1-111 in the Park 3 plat.

There shall be Two (2) classes of membership as follows:

Class A Members, which shall include all Owners, except for Declarant. Class A Members shall be nonvoting Members until the Class B membership is terminated.

Class B Members, which shall include only Declarant. When all of the Lots have been conveyed by Declarant as evidenced by the recordation of deeds or agreements for sale, the Class B Membership shall terminate and there shall only be Class A Membership.

ARTICLE 3 BOARD OF DIRECTORS

Section 3.1. Initial Directors. The initial Board of Directors shall consist of the following individual(s):

Peter W. Katt, 6333 Apples Way, Suite 115, Lincoln, NE 68516

Such Directors and their successors elected in accordance with Section 4 of this Article shall serve until the first annual meeting of the Members, or until their successor are duly elected and qualified.

Section 3.2. Number and Qualification After Annual Election. After the first annual election, the Board of Directors shall be composed of not fewer than One (1) and not more than Three (3) Directors, and commencing with the election held at the first annual meeting of the Members, each of whom shall be an Owner (if the Owner is an individual), an executive officer of a corporation or limited liability company Owner, or a partner of a partnership Owner.

Section 3.3. Powers and Duties. The Board of Directors shall have the powers conferred upon nonprofit corporations by the Revised Iowa Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to, the following:

- (a) The development, operation, and administration of Commons, and the enforcement of the rules and regulations relating to the Commons.
- (b) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of the Declaration.
- (c) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, purchase of insurance covering any Commons against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.
- (d) The exercise of all of the powers and privileges and performance of all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time.
- (e) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- (f) The deposit, investment, and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- (g) The employment of professionals and consultants to advise and assist the Officers and Board of Directors in the performance of their duties and responsibilities for the Association.
- (h) General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration and management.
- (i) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

Section 3.4. Election and Term of Office. Commencing with the first annual meeting of the Association, the Members entitled to vote shall elect the Directors for a term of One (1) year.

Section 3.5. Resignation of a Director. A Director may resign from their position at any time by giving at least Thirty (30) days' notice to the Board of Directors.

Section 3.6. Removal of a Director. At any regular or special meeting of the Members, any one or more of the Directors may be removed with or without cause by Two-Thirds (2/3) of the Members entitled to vote and a successor may then and there or thereafter be elected to fill the

vacancy thus created. Any Director whose removal has been proposed by the voting Members shall be given an opportunity to be heard at the meeting.

Section 3.7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal by a vote of the Members entitled to vote, shall be filled by a vote of a majority of the remaining Directors at a special meeting held for that purpose, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a Director for the remainder of the term of the Director so removed and until a successor shall be elected at an annual meeting of the Members.

Section 3.8. Annual Meeting. The annual meeting of the Board of Directors shall be held within ten (10) days following the annual meeting of the Members, at such time and place as shall be fixed by the Members at the meeting. No notice shall be necessary to the newly elected Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present at such meeting.

Section 3.9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place which shall be determined from time to time by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, in person or by email, at least three (3) business days prior to the day named for such meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by any Director on Three (3) business days' notice to each Director, given in person or by email, which notice shall state the time, place and purpose of the meeting.

Section 3.11. Waiver of Notice and Consents in Lieu of Meetings. Any Director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Business may be transacted and approved by the Board of Directors in the form of a written consent in lieu of a regular or special meeting provided all of the Directors shall have executed such written consent.

Section 3.12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the unanimous vote of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 3.13. Fidelity Bonds. The Board of Directors may obtain fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums for such bonds shall constitute a common expense.

Section 3.14. Compensation. No Director shall receive any compensation for acting as such; provided, however, the Directors may be reimbursed for any reasonable expenses incurred on behalf of the Association at the direction of the Board of Directors.

Section 3.15. Liability of the Board of Directors. The Directors shall not be liable to the Members for any mistake of judgment, or otherwise, except for their own individual willful misconduct. The Association shall, to the extent permitted by the Revised Iowa Nonprofit Corporation Act, as amended from time to time, indemnify and reimburse to the greatest extent permitted by law, all persons whom it may indemnify and reimburse pursuant thereto. Notwithstanding the foregoing, the indemnification provided for in this Section shall not be deemed exclusive of any other rights to which those entitled to receive indemnification or reimbursement hereunder may be entitled under any Bylaw of this Association, agreement, vote, or consent of Members or disinterested Directors or otherwise. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Member arising out of any contract made by the Board of Directors or out of the indemnify in favor of the Directors shall be limited to a proportion of the total liability thereunder, which proportion shall be equivalent to the proportional rate of assessment of his Lot under the Declaration. Agreements made by the Board of Directors or by the managing agent or by the manager on behalf of the Association may provide that the Directors or the managing agent, or the manager, as the case may be, are acting only as agents for the Member and shall have no personal liability thereunder (except as Members), and that each Member's liability thereunder shall be limited to a proportion of the total liability thereunder, which proportion shall be equivalent to the proportional rate of assessment of his Lot under the Declaration.

ARTICLE 4

MEETINGS AND VOTING RIGHTS

Section 4.1. Annual Meetings. The annual meeting of the Members shall be held on the First (1st) Saturday of October of each year, beginning in 2024, unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding Monday. The Members may transact such other business at such meetings as may properly come before them.

Section 4.2. Place of Meetings. Meetings of the Members shall be held at a suitable place, reasonably convenient to the Members as may be designated by the Board of Directors.

Section 4.3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by at least Seventy-Five percent (75%) of all Members entitled to vote. Special meetings of the Members may not otherwise be called. The notice of any special meeting

shall state the time, place, and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4.4. Notice of Meetings. The Secretary shall email or post notice at the Member's Lot at least Ten (10) but not more than Sixty (60) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record a notice of the annual or any special meeting of the Members at the email address such Members shall have designated in writing to the Secretary. The delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 4.5. Adjournment of Meetings. If any meeting of Members cannot be held because a quorum has not attended, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than Forty-Eight (48) hours from the time the original meeting was called.

Section 4.6. Order of Business. The order of business at all meetings of the Members shall be as set by the Secretary or President.

Section 4.7. Voting. Until the conditions set forth in Section 4.10 are met, all Class A Member interests are non-voting interests.

Section 4.8. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members holding at least One-Tenth (1/10) of the votes entitled to be cast shall constitute a quorum at all meetings of the Members.

Section 4.9. Majority Vote. The vote of a majority of Members at a meeting at which a quorum shall be present shall be binding upon all Members for all purposes except where a higher percentage vote is required by law, or by these Bylaws.

Section 4.10. Class B Voting Rights. Notwithstanding anything contained herein to the contrary or otherwise, until such time One Hundred Percent (100%) of the Lots have been conveyed to ultimate purchasers for sale thereof (as evidence by the recordation of deeds or agreements for sale thereof), all of the rights and authorities granted to the Association, the Board of Directors, any duly authorized designee of the Board of Directors, including all voting rights, shall remain in Declarant, until and unless Declarant elects to relinquish or delegate all of part of such rights and authority to the Association.

ARTICLE 5 OFFICERS

Section 5.1. Designation. The principal Officers of the Association shall be the President, Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint other Officers as in its judgment may be necessary. At least One (1) of the Officers must also be a Director.

Section 5.2. Initial Officers. The initial Officers shall be as follows:

President: Peter W. Katt, 6333 Apples Way, Suite 115, Lincoln, NE 68516

Vice President: Daniel Katt, 1915 S 38th Avenue, Omaha, NE 68105

Secretary: Kathy Betts, 11773 Highway 6, Gretna, NE 68028

Treasurer: Kathy Betts, 11773 Highway 6, Gretna, NE 68028

Section 5.3. Election of Officers. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 5.4. Removal of Officers. Upon the affirmative vote of a majority of the Directors, any Officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 5.5. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Members and of the Board of Directors. He or she shall have all of the general powers and duties which are normally incident to the office of president of a corporation organized under the law of the State of Iowa, including, but not limited to the power of appointment from among the Members of any committee which he decides is appropriate to assist in the conduct of the affairs of the Association.

Section 5.6. Vice President. At the request or in the absence or disability of the President, the Vice President may perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President; and he or she shall, in general, perform all the duties normally incident to the office of vice-president of a corporation organized under the law of the State of Iowa and shall have such powers and perform such duties as from time to time may be assigned to him or her by the Board of Directors or the President.

Section 5.7. Secretary. The Secretary shall keep the minutes of all meetings of the Members and of the Board of Directors; he or she shall have charge of such books and papers as the Board may direct; and he or she shall, in general, perform all the duties normally incident to the office of secretary of a corporation organized under the law of the State of Iowa.

Section 5.8. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Directors, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he or she shall, in general, perform all duties normally incident to the office of treasurer of a corporation organized under the law of the State of Iowa.

Section 5.9. Agreement, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, mortgages, checks, and other instruments of the Association shall be executed by the President or by any two of the other officers of the Association.

Section 5.10. Compensation of Officers. No officer of the Association shall receive any compensation for acting as such.

**ARTICLE 6
COMMITTEES – [RESERVED]**

**ARTICLE 7
OPERATIONS AND MAINTENANCE**

Section 7.1. Determination of Dues and Assessments. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association and establish the amount of dues and assessments. The amount of the dues and assessment and the expenditure of funds by the Association shall be governed by applicable provisions of the Declaration. The Board shall advise each Owner in writing of the amount of dues and assessments payable and furnish copies of the budget to any Owner who requests a copy in writing.

Section 7.2. Dues. The dues owed by each Owner to the Association shall be as established from time to time by the Board of Directors.

Section 7.3. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw provision shall give the Board of Directors the right, in addition to any other rights set forth in the Declaration or these Bylaws:

- (a) To suspend the voting rights of the Lot in question; and/or
- (b) To suspend the right of the Owner to use the Commons; and/or
- (c) To take such actions as are deemed appropriate by the Board of Directors, including enjoining, abating, or election to remedy such thing or condition by appropriate legal proceedings.

Section 7.4. Maintenance and Repair. All maintenance, repairs, and replacements to the Commons, and the Lots (unless necessitated by the negligence, misuse, or neglect of an Owner, in which case such expense shall be charged to such Owner), shall be made by the Association and be charged to all the Owners as provided in the Declaration.

**ARTICLE 8
MORTGAGES**

Section 8.1. Notice of Unpaid Dues or Assessments. The Board of Directors, whenever so requested in writing by a mortgagee of a Lot, shall promptly report any then unpaid dues or assessments, or other default by the Owner of the mortgaged Lot.

Section 8.2. Notice of Default. The Board of Directors, when giving notice to an Owner of a default in paying dues or assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such Lot whose name and address has been furnished to the Board.

Section 8.3. Examination of Books. Each Owner and each mortgagee of a Lot shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

**ARTICLE 9
RECORDS –[RESERVED]**

**ARTICLE 10
MISCELLANEOUS**

Section 10.1. Notices. All notices to the Board of Directors shall be sent by certified mail, receipt requested, in care of the President, or to such other address as the Board may hereafter designate from time to time. All notices to any Owner or Member shall be sent by regular mail. All notices to mortgagees of Lots, shall be sent by regular U.S. mail to their respective addresses, as designated by them from time to time, in writing to the Board of Directors. All notices shall be deemed to have been given when sent, except notices of change of address which shall be deemed to have been given when received.

Section 10.2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity or enforceability of the remaining provisions.

Section 10.3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provisions thereof.

Section 10.4. Reserved.

Section 10.5. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 10.6. Payment of Assessments. No Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease his or her Lot unless and until he or she shall have paid in full to the Board of Directors all unpaid standard dues and special assessments theretofore assessed by the Board of Directors against his or her Lot and unless and until he or she shall have satisfied all unpaid liens against such Lot, except permitted mortgages.

Section 10.7. Amendment. Except as otherwise provided, these Bylaws may be modified or amended by the Board of Directors or by the majority vote of the Members entitled to vote at any annual, regular or special meeting.

IN WITNESS WHEREOF, the initial Director of The Wilds RV Resort Recreational Vehicle Subdivision Association, have hereunto set its hands this ____ day of October, 2023.

Peter W. Katt, Director