

SECOND AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CHRISTMAS MOUNTAIN CAMPGROUND

WHEREAS, The Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground was recorded in the office of the Register of Deeds for Sauk County, Wisconsin on December 19, 1984 on Reel 206, Image 898, Document No. 471915 (hereinafter the "Declaration");

WHEREAS, at Paragraph 17.3 of Section XVII the Declaration reserves for the Declarant, Dellona Enterprise, Inc., the right to amend the Declaration;

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground has previously been amended by an Amendment recorded August 13, 1985 in the office of the Register of Deeds for Sauk County, Wisconsin on Reel 405, Image 688, Document No. 417279; and

WHEREAS, pursuant to the Declaration the Declarant wishes to further amend the Declaration to provide for an additional class of members,

NOW, THEREFORE, pursuant to the terms of the Declaration, the undersigned Declarant does hereby amend said Declaration in the following respects:

1. There shall be added to Paragraph 1, Definitions, the following:

"1.2(v) Cottage Members: The Annual Maintenance Fee for Cottage Members shall consist of the Basic Maintenance Fee plus an Assessment attributable to any additional cost of operating and maintaining the Cottage Campsites. The said fee shall be payable by each Cottage Member in one, two or four installments each year, with the amount of the installment to be determined by the Association."

"1.39 "Cottage" means a permanent structure constructed on the Campground designed for temporary living quarters for recreational, or camping use.

"1.40 "Cottage Campsite" means a Campsite on which a Cottage has been erected by the Developer. Occupancy and use is limited to Cottage Members.

"1.41 "Cottage Member" means an Owner whose membership in the Association entitles him to the right to occupy and use the Cottage Campsites only."

2. Paragraph 1.10 of Section I shall read, in its entirety, as follows:

"1.10 "Campsite" means an area designated and marked for identification on the General Plan of the Campground, which is intended for occupancy and use for camping purposes in accordance with this Declaration. Each Campsite shall be identified as either a Wilderness Campsite, Recreational Vehicle Campsite, Park Model Campsite or Cottage Campsite."

3. There shall be added to Paragraph 2.5 of Section II the following:

"(c) Cottage Campsites: only Cottages which have been erected by the Declarant or the Association shall be located on the Cottage Campsites. Occupancy and use is limited to Cottage Members or the Declarant."

4. There shall be added to Section II, Paragraph 2.65, to read as follows:

"2.65 Cottages. Declarant shall erect one Cottage for each seventeen (17) Undivided Interests with appurtenant Cottage Memberships which are sold. Declarant shall convey title to each such Cottage prior to the recordation in the Register's office, Sauk County, Wisconsin, of a warranty deed for the first undivided interest in each set of seventeen (17) Undivided Interests with appurtenant Cottage Memberships which are sold. Such conveyance shall be free and clear of all liens and encumbrances. The Association shall accept each conveyance of a Cottage by Declarant as set forth above and shall have no right to reject same."

5. There shall be added to Paragraph 5.3 of Section V, the following:

"(e) Cottage Members: Cottage Members shall have the right to occupy and use the Cottage Campsites only."

6. The first sentence of Paragraph 5.6 of Section V is hereby amended to read as follows:

"5.6 Powers of the Association. The Association shall have the sole and exclusive right and duty to manage and operate the Campground and the Park Models and Cottages owned by the Association."

7. Subparagraphs (a), (g), (i), and (l) of Paragraph 5.6, Section V, shall be amended to read as follows:

"(a) To maintain, repair, replace or restore all of the improvements and landscaping within the Campground and the Park Models and Cottages owned by the Association;

"(g) To promulgate, amend and rescind, from time to time, general policies and guidelines governing the use of the Campground and the Park Models and Cottages owned by the Association and the facilities under the management and control of the Association;

"(i) To receive all notices, claims and demands relating to taxes and assessments affecting the Campground and the Park Models and Cottages owned by the Association and, by accepting title to an Undivided Interest, the Purchaser thereof waives his right to receive such notices and designates the Association as his exclusive agent for receipt of such notices, claims or demands;

"(l) To contract with others for the management, maintenance, operation, construction or restoration of the Campground and the Park Models and Cottages owned by the Association or any portion thereof;"

8. There shall be added to subparagraph (a) of Paragraph 6.2 of Section VI the following:

"(v) Cottage Members: The Annual Maintenance Fee for Cottage Members shall consist of the Basic Maintenance Fee plus an Assessment attributable to any additional cost of operating and maintaining the Cottage Campsites. The said fee shall be payable by each Cottage Member in one, two or four installments each year, with the amount of the installment to be determined by the Association."

9. There shall be added to Section VI a subparagraph (v) to Paragraph 6.25 to read as follows:

"(v) Cottage Housekeeping Fee. In addition to and separate from the Annual Maintenance Fee, each Cottage Member will be required to pay a Housekeeping Fee for each time that the Cottage Member uses the Cottage Campsite, no matter how many days such use continues. The amount of the Cottage Housekeeping Fee will be determined by the Board of Directors of the Association."

10. Paragraph 6.12.1 of Article VI is hereby amended to read as follows:

"6.12.1 Interest and Late Charge. Any delinquent assessment or installment not paid when due shall bear interest from the date of delinquency until paid at 18 percent per annum. In addition, any Campground Member whose assessment or installment or payment is more than 30 days delinquent will be charged a late fee in an amount determined by the Board of Directors of the Association."

11. There shall be added to Paragraph 12.2 of Section XII, the following paragraph:

"The Association shall also be responsible for the maintenance, repair, and replacement or restoration of the Cottages owned by the Association; however, the Association shall be reimbursed for the cost and expense of all such maintenance, repair and replacement or restoration from that portion of the Annual Maintenance Fee for Cottage Members which exceeds the Basic Maintenance Fee."

12. The first sentence of Paragraph 12.3 of Section XII shall be amended to read as follows:

"12.3 Liability of the Association. The Association shall not be liable for injury or damage to a person or property caused by the elements, by any Owner, or by any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Campground or from any pipe, drain, conduit, appliance, equipment, Park Model or Cottage owned by the Association, the responsibility for the maintenance of which is that of the Association, nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property which may be located within the Campground or in the Park Models or Cottages owned by the Association."

13. The first sentence of Paragraph 12.4 of Section XII shall be amended to read as follows:

"12.4 Owners' Responsibility for Damage. Owners, Exchange Users, members of their families and their guests, assume all risk of loss or damage to person or property in using the Campground or the Park Models or Cottages owned by the Association."

14. Paragraph 12.5 of Section XII is hereby amended, in its entirety, to read as follows:

"12.5 Park Models and Cottages. Exclusive control and responsibility over the maintenance, repair, modification, and alteration of all Park Models and Cottages owned by the Association, including the furnishings therein is vested in the Association. No Owner shall make any repairs, modifications, alterations, additions, redecorations or replacements to any such Park Model or Cottage or to any furnishings therein. Each Owner or Exchange User, during his period of use, shall keep the interior of the Park Model or Cottage, including, without limitation, the interior walls, windows, glass, ceilings, floors, fixtures, and appurtenances thereto, and all furnishings contained therein, in a clean, sanitary, and attractive condition, and shall be personally liable for any damage or destruction thereto caused by such Owner or Exchange User, the members of his family, his guests, invitees, or licensees. The Association shall at all times maintain and keep the Park Models and Cottages, as well as the furnishings therein, in good condition and repair. The Association shall have complete discretion to determine the interior color scheme, the decor, and the furnishings of each Park Model and Cottage, as well as the timing, extent, and nature of all redecorations, repairs and replacements thereof.

"Notwithstanding any provision of this Declaration to the contrary, each Park Model owned by the Association shall be replaced by the Association every ten (10) years or as such earlier or later date as determined by a two-thirds vote of the Park Model Members; provided, however, that during such time as Declarant owns one or more Undivided Interests primarily for the purpose of sale, any such determination shall require the agreement of Declarant and at least two-thirds of the Park Model Members. The cost of such replacement shall be paid from the Park Model Fund. If the amounts available from the Park Model Fund are insufficient, the Board of Directors shall levy a special assessment against all of the Park Model Members to raise the excess funds necessary, which special assessment shall not be subject to approval by the Park Model Members.

"Notwithstanding any provision of this Declaration to the contrary, each Cottage owned by the Association shall be replaced by the Association at such date as determined by a two-thirds vote of the Cottage Members; provided, however, that during such time as Declarant owns one or more Undivided Interests primarily for the purpose of sale, any such determination shall require the agreement of Declarant and at least two-thirds of the Cottage Members. The cost of such replacement shall be paid from that portion of the Annual Maintenance Fee for Cottage Members which exceeds the Basic Maintenance Fee. If the amounts available from such Annual Maintenance Fee are insufficient, the Board of Directors shall levy a special assessment against all of the Cottage Members to raise the excess funds necessary, which special assessment shall not be subject to approval by the Cottage Members."

15. The first sentence of Paragraph 12.6 of Section XII shall be amended to read as follows:

"12.6 Right of Access. Declarant and the Association, acting through the Manager or such other person or persons as they shall designate, shall have an irrevocable right of access to each Campsite and each Park Model or Cottage owned by the Association, without liability for trespass, during reasonable hours, as may be necessary to perform and carry out their respective rights, duties, and responsibilities as set forth herein, in the By-Laws of the Association, in the Campground Rules and Regulations, and in the Management Agreement, including but not limited to:

- (a) Making emergency repairs therein;
- (b) Abating any nuisance or any dangers, unauthorized, prohibited, or unlawful activity in any Campsite or Park Model or Cottage owned by the Association;
- (c) Protecting the property rights and general welfare of the Owners or any occupants; and
- (d) Any other purpose reasonably related to the performance by Declarant, the Association and/or the Manager of their respective duties and responsibilities under the Campground instruments.

"Such right and authority to enter any Campsite, Park Model or Cottage owned by the Association shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with possession, use, and/or enjoyment by any occupant thereof, and shall be preceded by reasonable notice to the occupants, whenever the circumstances permit."

16. Paragraph 13.2 of Section XIII shall be amended to read as follows:

"13.2 Determination to Repair, Reconstruct or Rebuild. As soon as practicable following any damage to or destruc-

tion of any portion of the Campground or the Park Models or Cottages owned by the Association covered by any insurance maintained by the Association, the Board of Directors shall proceed with the filing and adjustment of all claims arising under such insurance as a result of such damage or destruction and shall maintain reliable and detailed estimates of the cost of repairing or restoring such portion of the Campground, the Park Models or Cottages owned by the Association to substantially the same condition in which it or they existed prior to the occurrence of such damage or destruction."

17. There shall be added to the end of Paragraph 13.3 of Section XIII a paragraph to read as follows:

"Notwithstanding the above, any damage to or destruction of any portion of the Cottages owned by the Association shall be repaired, reconstructed or rebuilt unless at least two-thirds of the Cottage Members shall determine, within 90 days after the occurrence of such damage or destruction, not to repair, reconstruct or rebuild the same; provided, however, that during such time as Declarant owns one or more undivided Cottage Membership interests primarily for the purpose of sale, any such determination not to repair, reconstruct or rebuild the Cottages shall require the agreement of Declarant and at least two-thirds of the Cottage Members."

18. The first sentence of Paragraph 13.4 of Section XIII shall be amended to read as follows:

"13.4 Repair, Reconstruction and Rebuilding. All of the work of repairing, reconstructing or rebuilding any portion of the Campground or the Park Models or Cottages owned by the Association, the damage to or destruction of which resulted in the payment of any insurance proceeds under any insurance policy maintained by the Association, shall be the responsibility of the Association and shall be performed under the supervision of the Board of Directors."

19. There shall be added to Paragraph 13.4 of Section XIII a paragraph to read as follows:

"Any repair, reconstruction or rebuilding of any portion of the Cottages owned by the Association which is not substantially in accordance with the plans and specifications for the damaged or destroyed property prior to the occurrence of such damage or destruction must be approved by at least two-thirds of the Cottage Members. The cost of repairing, reconstructing or rebuilding such portion of the Cottage owned by the Association shall be paid with any insurance proceeds which shall be paid to the Association on account of such damage or destruction. If such insurance proceeds, together with any amounts as may be available from any reserve funds maintained by the Association for such purposes, are not sufficient to defray such costs of such repairing, reconstructing or rebuilding, the Board of Directors shall levy a special assessment against all of the Cottage Members to raise the excess funds necessary to defray such costs, which special assessments shall not be subject to approval by the Cottage Members."

20. There shall be added to Paragraph 13.5 of Section XIII a paragraph to read as follows:

"In the event it is determined, in accordance with the provisions of this Paragraph 13, that any portion of the Cottages owned by the Association shall not be repaired, reconstructed or rebuilt, then any insurance proceeds paid to the Association on account of such damage or destruction shall be allocated to the Cottage Members based on each Cottage Member's Undivided Interest in the Campground property."

It is the intention of the Declarant to create a new class of Campground Members, the "Cottage Members", and this Amendment to the Declaration shall be interpreted to accomplish such purpose.

Except as amended by this instrument, the Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground shall remain in full force and effect and shall be amended only as provided therein.

IN WITNESS WHEREOF, the Declarant, Dellona Enterprises, Inc., has caused this Amendment to be executed by its duly authorized officers this 21ST day of MARCH, 1988.

DELLONA ENTERPRISES, INC.

By: Kenn R. Keim  
Kenn R. Keim, President

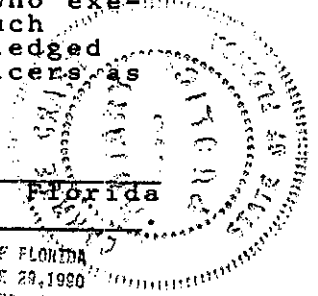
Attest: Luanne Keim  
Luanne Keim, Secretary

STATE OF FLORIDA }  
COUNTY OF Lee } ss.

Personally came before me this 21<sup>st</sup> day of March, 1988, Kenn R. Keim, President, and Luanne Keim, Secretary, of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

*Carrie Craft*

Notary Public, Lee County, Florida  
My Commission \_\_\_\_\_



NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 29, 1990  
BORNED TRUD GENERAL ENG. UND.

This Instrument Drafted By and Return To:  
Attorney Robert R. Stroud  
P. O. Box 2236  
Madison, Wisconsin 53701

509276

REGISTER'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD

AT 9:30 O'CLOCK A M

ON March 25 1988

*Loretta Dickman*  
REGISTRAR

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*ret*

*12<sup>00</sup>*