

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

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

WHEREAS, the Declaration 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, as Document No. 417279; and also by the Second Amendment recorded March 25, 1988, in the office of the Register of Deeds for Sauk County, Wisconsin, on Reel 461, Image 716, as Document No. 509276; and also by the Third Amendment recorded August 29, 1989, in the office of the Register of Deeds for Sauk County, Wisconsin, in Volume 002, page 519, as Document No. 528419; and also by the Fourth Amendment dated January 29, 1990, and recorded in the office of the Register of Deeds for Sauk County in Volume 002, page 556, as Document No. 534323; and

WHEREAS, the Declarant wishes to further amend the Declaration to provide for an additional class of members and an expansion to the Campground, as permitted by Article 17.3 of the Declaration;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. There shall be added to Section 1 the following definitions:

1.2(a)(vi) Permanent R.V. Members: The Annual Maintenance Fee for Permanent R.V. Members shall consist of the Basic Maintenance Fee plus an Assessment attributable to any addition cost of operating and maintaining the Permanent R.V. Campsite of each such Member and any additional cost of operating and maintaining the limited common elements of the Permanent R.V. Campsites and any real estate taxes assessed against the Permanent R.V. Campsite of each such Member, unless paid by such Member.

1.42 "Permanent R.V. Campsite" means a Campsite on which Recreational Vehicles, similar vehicles or equipment (and tents, with management approval) may be placed. Occupancy and use is limited to Permanent R.V. Members or the Declarant.

1.43 "Permanent R.V. Member" means an owner whose membership in the Association entitles him to the right to occupy and use a particular Permanent R.V. Campsite, as identified in the Member's purchase contract. The Permanent R.V. Member shall have the exclusive right of use and occupancy to his or her Permanent R.V. Campsite for so long as the Member owns his or her Undivided Interest.

The last sentence of Section 1.10 shall be amended to read as follows:

Each Campsite shall be identified as either a Wilderness Campsite, Recreational Vehicle Campsite, Park Model Campsite, Cottage Campsite or Permanent R.V. Campsite.

2. To Section 2.5.1 shall be added subparagraph (e) to read as follows:

Permanent R.V. Campsite: Recreational Vehicles, similar vehicles or equipment (and tents, with management approval) may be placed on any Permanent R.V. Campsite. All such vehicles shall be maintained by their owner in an operable condition. Occupancy and use is limited to Permanent R.V. Members or, for unsold Permanent R.V. Campsites, the Declarant.

3. Section 2.5.2 shall be amended, in its entirety, to read as follows:

2.5.2 Days Occupied. In no event shall any campsite, other than a Permanent R.V. Campsite, be occupied by an owner, his guests or his licensees for more than 14 consecutive days. Any owner who has occupied a Campsite (other than a Permanent R.V. Campsite) for 14 consecutive days must vacate the Campground for a period of no less than seven consecutive days following the expiration of the first 14-day period before such owner will be allowed to occupy the same Campsite or another Campsite in the Campground. With the exception of Permanent R.V. Members, each member will be permitted to occupy the Campsites for a maximum of 26 weeks in a fiscal year (July 1 through June 30). A Permanent R.V. Member shall have no restriction on his or her occupancy of his or her Permanent R.V. Campsite. With the exception of Permanent R.V. Members, rights of occupancy of the Members are subject to compliance with the reservation procedures established in the campground rules and regulations of the Association.

4. To Section 2.8, there shall be added the following:

This reservation shall exclude the right to use or to allow others to use any Permanent R.V. Campsite which is not owned by the Declarant.

5. The last sentence of Section 2.9 is amended to read as follows:

Unoccupied Campsites shall consist of any number of Campsites not reserved under the proper reservation procedure as set forth in the Campground Rules and Regulations, but shall not include Permanent R.V. Campsites, unless owned by the Declarant.

6. Section 5.3 is hereby amended, in its entirety, as follows:

5.3 Classes of Membership. There shall be six classes of membership:

(a) Wilderness Members: Wilderness Members shall have the right to occupy and use the Wilderness Campsites only.

(b) Recreational Vehicle Members: Recreational Vehicle Members shall have the right to occupy and use the Recreational Vehicle Campsites only.

(c) Park Model Members: Park Model Members shall have the right to occupy and use the Park Model Campsites only.

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

(e) Permanent R.V. Members: Permanent R.V. Members shall have the right to occupy and use their respective Permanent R.V. Campsite only.

(f) Declarant: The Declarant, its successors or assigns, as long as it continues to hold title to one undivided interest, shall have the right to occupy and use any Campsite, and to rent any unoccupied Campsite to the general public, as set forth in Section 2.9 herein, except for the Permanent R.V. Campsite of a Permanent R.V. Member.

7. To Section 6.2 there shall be added subsection (a)(vi) to read as follows:

(vi) Permanent R.V. Members: The Annual Maintenance Fee for Permanent R.V. Members shall consist of the Basic Maintenance Fee plus an Assessment attributable to any additional cost of operating and maintaining their respective Permanent R.V. Campsites, and real estate taxes assessed against their respective Permanent R.V. Campsites, if not paid by such Permanent R.V. Member.

8. There is hereby added to Section 12 paragraph 12.5.5, which shall read as follows:

12.5.5 Permanent R.V. Campsites. Each Permanent R.V. Member shall be responsible for the maintenance and repair of (i) the Member's Recreational Vehicle on such Member's Campsite, (ii) any structure placed or constructed upon the Member's Campsite by the Member (which may only be placed or constructed upon a Campsite in accordance with the terms of this Declaration), and (iii) any improvements to such Member's Campsite not owned by the Association. No Permanent R.V. Member shall place, construct, or cause to be placed or constructed on such Member's Campsite or on the Campground any building, structure or improvement, whether temporary or permanent, without first obtaining the written consent of the Association and the POA. Consent may be conditioned upon submission of written plans and specifications for any such proposed building, structure or improvement. Any such building, structure or improvement built or placed within the Campground without such written consent shall be removed by the Member responsible for its construction or placement within three days following notice from the Association or the manager. In the event that the Member responsible fails to remove such building, structure or improvement within three days of notice, the Association may remove the same and the cost of removal shall be billed to the Member and, if not immediately repaid, shall be added to the Member's Assessment, with interest from the date billed until paid at the rate set by the Association pursuant to Section 6.12.1 of this Declaration.

9. To Section 13 is added paragraph 13.6 to read as follows:

13.6 Permanent R.V. Campsites. The Association shall have no obligation to repair or restore any building, structure, improvement or Recreational Vehicle placed, constructed or located on a Permanent R.V. Campsite unless the same is owned by or was placed or constructed on or in the Campsite

by the Association. The expense of repair or restoration and the risk of loss shall be borne by the member or members who own such property.

It is the intention of the Declarant to incorporate into the Campground the expansion property which is more particularly described on Exhibit A-1 attached hereto, and to create a new class of membership, the Permanent R.V. Members. This Amendment to the Declaration shall be interpreted to accomplish such purposes. Except as amended by this instrument, the Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground, as previously amended, shall remain in full force and effect and shall be further 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 27 day of AUGUST, 1990.

DELLONA ENTERPRISES, INC.

By: Ken R Keim

Attest: Lucanne Keim

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF LEE )

Personally came before me this 27<sup>th</sup> day of August, 1990, the above-named Ken R. Keim and Lucanne Keim, to me known to be the PRESIDENT and SECRETARY of Dellona Enterprises, Inc., Declarant, and the persons who executed the foregoing instrument, who acknowledged that they executed this instrument as such officers, as the action of the Declarant, Dellona Enterprises, Inc.

Carrie Broullire  
Notary Public, State of Florida  
My Commission: NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 29, 1994  
BONDED THRU GENERAL INS. UND.

555665

REGISTER'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD

AT 8:00 OCLOCK A M

ON Oct. 9 1991

Lorothy Williams  
REGISTRAR