

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

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Name and Return Address

Shana Feuling Weber, Esq.

Foley & Lardner LLP

150 E. Gilman Street

Suite 5000

Madison, WI 53703-1482

See Attached Exhibit A

Parcel Identification Number (PIN)

This document was drafted by Shana Feuling Weber of Foley & Lardner LLP, 150 E. Gilman Street, Suite 5000, Madison, WI 53703-1482.

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

**THIS NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHRISTMAS MOUNTAIN CAMPGROUND** (this "**Amendment**") is made and entered into this 27th day of September, 2021 (the "**Effective Date**"), by **BLUEGREEN VACATIONS UNLIMITED, INC.**, a Florida corporation (the "**Declarant**"), as successor-in-interest to Dellona Enterprises, Inc..

**RECITALS**

WHEREAS, Dellona Enterprises, Inc., a Wisconsin corporation, ("**Original Declarant**") executed that certain Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground, dated on or about December 11, 1984 and 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 (the "**Original Declaration**");

WHEREAS, the Declaration has previously been amended by that (1) First Amendment to Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground recorded in the office of the Register of Deeds for Sauk County, Wisconsin (the "**Sauk County Register of Deeds Office**") on August 13, 1985, on Reel 405, Image 688, as Document No. 477279; (2) Second Amendment to Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground recorded in the Sauk County Register of Deeds Office on March 25, 1988, on Reel 461, Image 716, as Document No. 509276; (3) Third Amendment to Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground recorded in the Sauk County Register of Deeds Office on August 29, 1989, in Volume 002, Page 519, as Document No. 528419; (4) Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground dated January 29, 1990, recorded in the Sauk County Register of Deeds Office on Volume 002, Page 556, as Document 534323; (5) Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground recorded in the Sauk County Register of Deeds Office on October 9, 1991, in Volume 002, Page 797, as Document No. 555665; (6) Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground recorded in the Sauk County Register of Deeds Office on July 13, 1994, in Volume 003, Page 267, as Document No. 604472; (7) Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground recorded on January 28, 1997, in the Sauk County Register of Deeds Office in Volume 003, Page 568, as Document No. 649272; and (8) Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground recorded on July 9, 2004, in the Sauk County Register of Deeds Office as Document No. 842924 (the Original Declaration, as amended by the foregoing amendments, are hereinafter referred to collectively as the "**Declaration**");

WHEREAS, the Declaration relates to that certain property known as Christmas Mountain Campground, as legally described on Exhibit A attached hereto (the "**Campground**");

WHEREAS, Declarant wishes to further amend the Declaration as provided herein;

WHEREAS, pursuant to Section 17.3 of the Declaration, Declarant has the right, so long as it owns one (1) or more Undivided Interests primarily for the purpose of sale, to the extent permitted by law, to unilaterally amend the Declaration to facilitate the operation and management of the Campground in compliance with applicable law or the sale of the Undivided Interests therein;

WHEREAS, Declarant continues to own one (1) or more Undivided Interests primarily for the purpose of sale;

WHEREAS, Declarant has determined that this Amendment will facilitate the operation and management of the Campground or the sale of the Undivided Interests therein;

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

1. Reservation Procedure. To the maximum extent permitted by law, Section 2.5.2, entitled "Flexible Use Program-Reservation Procedure," of the Declaration is amended by deleting that section in its entirety and substituting therefore the following:

2.5.2 Reservation Procedure; Days Occupied.

(a) This subparagraph (a) and the reservation procedures established herein shall be applicable only to Owners of Undivided Interests. Only Owners who have submitted their Undivided Interests to the Flexible Use Program may reserve use of a Campsite pursuant to the procedure hereinafter described. An Owner who has not submitted his or her Undivided Interest to the Flexible Use Program shall be entitled to the use and occupancy of the Campsite purchased during the week purchased, as identified on said Owner's deed or land contract, without reservation, but may not reserve a Campsite at any other time. Prior to use of any Campsite, an Owner enrolled in the Flexible Use Program must reserve use of a Campsite in accordance with this Declaration. The Management Firm, with the approval of the Board of Directors, shall promulgate general guidelines and procedures for the purpose of maximizing the use of the Campsites by all Owners. The Management Firm shall notify the Owners of the guidelines and procedures (i) at the time that each Owner acquires an interest in the Campground Property, by inclusion in the disclosure materials, (ii) each time there is a material change, by written notice as provided below in Section 18.10, and (iii) by posting at the Reservation Office and such other locations on the Campground Property as may be designated for notices of general information to Owners. The reservation may be made for such period of time as desired by the Owner, provided, however, that no Owner's use of a Campsite (other than a Permanent R.V. Campsite) shall exceed a period greater 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 Property and all Campsites for a period of no less than 7 consecutive days following the expiration of the first 14 days before such Owner shall be allowed to occupy the same Campsite or another Campsite as may be available for use. Subject to the

limited non-transferable rights expressly granted pursuant to the Mutual Settlement Agreement, Sauk County Civil Case No. 15 CV 401, dated June 12, 2020, to those certain individuals listed on the attached Exhibit B, no person may use, occupy or reside at any Campsite for more than 180 days in any calendar year (January 1 through December 31). 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.

(b) This subparagraph (b) and the reservation procedures established herein shall be applicable only to Owners of Resort Interests. Only Owners who have submitted their Resort Interests to the Flexible Use Program may reserve use of a Campsite pursuant to the procedure hereafter described. An Owner who has not submitted his or her Resort Interest to the Flexible Use Program shall be entitled to the use and occupancy of a specific Campsite during the week purchased, without reservation, but may not reserve a Campsite any other time. Prior to use of any Campsite, an Owner enrolled in the Flexible Use Program must, in accordance with the then existing rules and regulations of the Association, reserve use of a Campsite. A reservation may be made for a Unit Week as desired by the Owner; subject, however, to the terms hereof and the provisions thereof regarding Preferred Time, Regular Time and Campsite use. Unless waived by the Management Firm, an Owner of a Resort Interest may not have more than one (1) reservation outstanding at any time and each reservation shall be for a Unit Week. Each Resort Interest shall be entitled to occupy a Campsite for one (1) Unit Week each calendar year, subject to a reservation first being made pursuant to the Rules and Regulations. The Management Firm may, pursuant to Rules and Regulations as may be adopted, permit a Resort Interest Owner to occupy a Campsite for additional Unit Weeks, on a space available basis. Reservations shall be prior to the actual time of use, as might be specified by the Management Firm pursuant to the Rules and Regulations of the Association. No Owner enrolled in the Flexible Use Program shall have the express or implied right to use any specific Campsite or to repeatedly use or occupy any specific Campsite. Notwithstanding any other provision contained herein to the contrary, use of Campsites, and the time during which reservations of such Campsites may be made by the Owners of a Resort Interests shall be limited and restricted by an Owner's class of use designation hereinafter set forth. Notwithstanding any other provision, furthermore, herein to the contrary, an Owner of a Resort Interest, while limited in rights of occupancy of Campsites as set forth herein and as otherwise provided in the Declaration, may use the Campground Property as otherwise set forth within the Declaration.

2. Permanent R. V. Campsite Plat. The plat of survey attached hereto as Exhibit C replaces the existing Permanent R.V. Campsite Plat (as defined and set forth in the Declaration) as the Plat of Survey for the Permanent R.V. Campsites portion of the Campground.

3. Successors and Assigns. This Amendment shall bind and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

4. Miscellaneous. The paragraph headings in this Amendment are for convenience only, and shall in no way define or limit the scope or content of this Amendment, and shall not be considered in any construction or interpretation of this Amendment or any part hereof. This Amendment shall be governed in accordance with the laws of the State of Wisconsin. This Amendment may be executed in counterpart copies, all of which together shall be deemed one and the same instrument. All capitalized terms not defined herein shall have the same meaning as in the Declaration. Except as otherwise expressly stated in this Amendment, the terms and conditions of the Declaration are unmodified and in full force and effect. In the event of conflict between the provisions of this Amendment and the terms of the Declaration, the provisions of this Declaration shall control. The recitals herein and Exhibits attached hereto are incorporated into and made part of this Amendment and the Declaration.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

**DECLARANT:**

BLUEGREEN VACATIONS UNLIMITED, INC.,  
a Florida corporation

By: [Signature]  
Name: Jorge de la Osa  
Title: Vice President

State of FLORIDA  
County of Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28<sup>th</sup> day of September, 2021 by Jorge De La Osa as VP of Bluegreen Vacations Unlimited, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced Florida Driver's Lic. as identification.

[Notary Seal]

[Signature]  
Notary Public  
My Commission Expires: 4/30/23

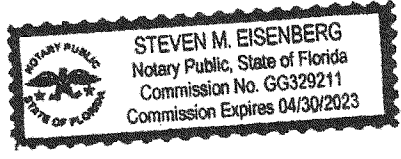


EXHIBIT A – CAMPGROUND LEGAL DESCRIPTION

Christmas Mountain Campground located in the Town of Dellona, Sauk County, Wisconsin, more fully described as follows, to wit:

The SW 1/4 of the SW 1/4, Section 12, T13N, R5E  
The SE 1/4 of the SW 1/4, Section 12, T13N, R5E  
The NW 1/4 of the NW 1/4, Section 13, T13N, R5E  
The NE 1/4 of the NW 1/4, Section 13, T13N, R5E  
Town of Dellona, Sauk County, Wisconsin

Tax Parcel Numbers:

006-0230-10000  
006-0230-20000  
006-0230-30000  
006-0243-10000

EXHIBIT B – LIST OF INDIVIDUALS

John T. Seippel, Irene L. Seippel and Lori Seippel  
Terry L. Hutmacher and Pamela S. Hutmacher  
Stephen L. Card and Barbara R. Card  
James F. Schaefer and Joan M. Schaefer  
Ronald J. Rasmussen and Elizabeth T. Rasmussen  
Thomas Farina and Jitka Farina  
Sandra Radtke individually and as surviving spouse of Royal Radtke  
Richard Piantek  
Jeanne E. Marg  
Cathy A. Kahn  
William R. Fisher and Beverly Fisher



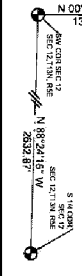
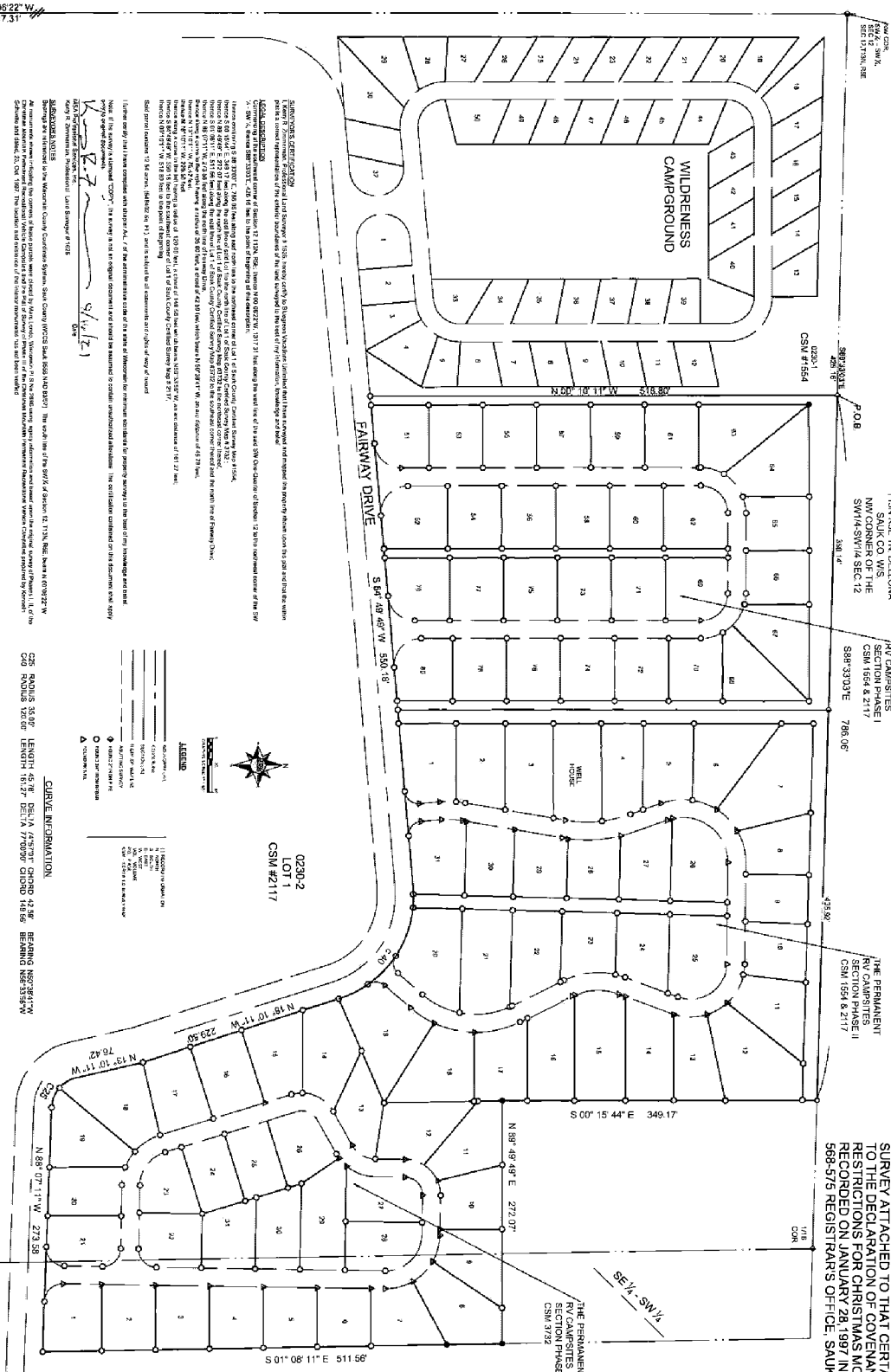
EXHIBIT C – CAMPGROUND PLAT

[Insert Plat of Survey]

RETRACEMENT OF PLATS OF SURVEY FOR THE PERMANENT RECREATIONAL VEHICLE SECTION OF THE CHRISTMAS MOUNTAIN CAMPGROUND, PART OF SAUK COUNTY CSM NUMBER 1554 AND ALL OF SAUK COUNTY CSM NUMBERS 2117 AND 3732

LOCATED IN PART OF THE SW 1/4 - SW 1/4 AND PART OF THE SE 1/4 - SW 1/4 SECTION 12, T13N, R5E, TOWN OF DELLONA, SAUK COUNTY WISCONSIN

NOTE: THIS PLAT OF SURVEY REPLACES THE PLAT OF SURVEY ATTACHED TO THAT CERTAIN SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHRISTMAS MOUNTAIN CAMPGROUND RECORDED ON JANUARY 28, 1997 IN VOLUME 003, PAGES 568-575 REGISTRAR'S OFFICE, SAUK COUNTY, WISCONSIN.



**DEFINITIONS, IDENTIFICATION AND DESCRIPTION**  
 1. The Campground is located on the SW 1/4 - SW 1/4 and SE 1/4 - SW 1/4 of Section 12, Township 13 North, Range 5 East, Wisconsin. The Campground is bounded on the north by the SW 1/4 - SW 1/4 and SE 1/4 - SW 1/4 of Section 12, Township 13 North, Range 5 East, Wisconsin. The Campground is bounded on the south by the SW 1/4 - SW 1/4 and SE 1/4 - SW 1/4 of Section 12, Township 13 North, Range 5 East, Wisconsin. The Campground is bounded on the east by the SW 1/4 - SW 1/4 and SE 1/4 - SW 1/4 of Section 12, Township 13 North, Range 5 East, Wisconsin. The Campground is bounded on the west by the SW 1/4 - SW 1/4 and SE 1/4 - SW 1/4 of Section 12, Township 13 North, Range 5 East, Wisconsin.

**LEGAL DESCRIPTION**  
 The Campground is located on the SW 1/4 - SW 1/4 and SE 1/4 - SW 1/4 of Section 12, Township 13 North, Range 5 East, Wisconsin. The Campground is bounded on the north by the SW 1/4 - SW 1/4 and SE 1/4 - SW 1/4 of Section 12, Township 13 North, Range 5 East, Wisconsin. The Campground is bounded on the south by the SW 1/4 - SW 1/4 and SE 1/4 - SW 1/4 of Section 12, Township 13 North, Range 5 East, Wisconsin. The Campground is bounded on the east by the SW 1/4 - SW 1/4 and SE 1/4 - SW 1/4 of Section 12, Township 13 North, Range 5 East, Wisconsin. The Campground is bounded on the west by the SW 1/4 - SW 1/4 and SE 1/4 - SW 1/4 of Section 12, Township 13 North, Range 5 East, Wisconsin.

**LEGEND**  
 1. 1/2" = 100' (Horizontal Scale)  
 2. 1/4" = 50' (Vertical Scale)  
 3. 1/8" = 25' (Diagonal Scale)  
 4. 1/16" = 12.5' (Diagonal Scale)

**CURVE INFORMATION**  
 C25 RADIUS 332.00' LENGTH 45.78' DELTA 71.570° CHORD 42.56'  
 C26 RADIUS 332.00' LENGTH 45.78' DELTA 71.570° CHORD 42.56'  
 C27 RADIUS 332.00' LENGTH 45.78' DELTA 71.570° CHORD 42.56'

