REEL 206 IMAGE 898

471915

REGISTER'S OFFICE
SAUK COUNTY, WIS.
RECEIVED FOR RECORD

DEC 19 1984

AT 8:30 O'CLOCK A M. RECORDED IN
REEL 206 IMAGE 898
Gretchen Schuette REGISTER

68.00 pd.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CHRISTMAS MOUNTAIN CAMPGROUND

Return to:
RRS

Stroud, Stroud, Willink, Thompson & Howard
Attorneys at Law
P.O. Box 2236
Madison, Wisconsin 53701

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CHRISTMAS MOUNTAIN CAMPGROUND

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

1. DEFINITIONS.

The following terms as used in this Declaration are defined as follows:

1.1 "Articles of Association" means the Articles of Association of the Christmas Mountain Campground Association, as they may lawfully be amended from time to time.

1.2 "Assessment" means any amount which, from time to time, is levied by the Board of Directors upon any Owner. The two (2) types of Assessments are:

(a) "Annual Maintenance Fee" means an annual Assessment levied by the Board upon all of the Owners for their share of the Common Expenses of the Association. The Annual Maintenance Fee shall consist of:

(i) Basic Maintenance Fee: The Basic Maintenance Fee shall be that fee determined annually by the Board to cover the cost of the Common Expenses, as more fully described in Section 6.4 herein.

(ii) Wilderness Members: The Annual Maintenance Fee for Wilderness Members shall consist only of the Basic Maintenance Fee.

(iii) Recreational Vehicle Members: The Annual Maintenance Fee for Recreational Vehicle Members shall consist of the Basic Maintenance Fee plus an Assessment attributable to any additional cost of operating and maintaining the Recreational Vehicle Campsites.

(iv) Park Model Members: The Annual Maintenance Fee for Park Model Members shall consist of the Basic Maintenance Fee plus an Assessment attributable to any additional cost of operating and maintaining the Park Model Campsites.

(b) "Special Assessment" means an Assessment levied by the Board upon all of the Owners in the event that the total of all Annual Maintenance Fees is inadequate to meet the Common Expenses of the Association or an Assessment levied against Park Model Members in the event that the Park Model fund is inadequate to meet the costs of expenses of maintenance, repair, restoration or replacement of the Park Models owned by the Association.

1.3 "Association" means the Christmas Mountain Campground Association, which is or will be a Wisconsin unincorporated association, its successors and assigns, which will be charged with maintaining and managing the property in the Campground.

1.4 "Board" or "Board of Directors" means the duly elected or appointed Board of Directors of the Association.

1.5 "By-Laws" means the By-Laws of the Christmas Mountain Campground Association, as they may lawfully be amended from time to time.

1.6 "Campground" means all of the land and improvements now or hereafter submitted to this Declaration, as it may lawfully be amended from time to time.

1.7 "Campground Instruments" means this Declaration, the Campground Rules and Regulations, and the Articles of Association and the By-Laws of the Association, as each may be amended from time to time.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CHRISTMAS MOUNTAIN CAMPGROUND

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration") is made the 7th day of December, 1984, by DELLONA ENTERPRISES, INC., a Wisconsin corporation, (hereinafter referred to as "Declarant").

RECITALS

WHEREAS, Declarant is the owner in fee simple and developer of that certain real property located at Wisconsin Dells, Sauk County, Wisconsin, and known as Christmas Mountain Campground, which real property is more particularly described in Exhibit A attached hereto and made a part hereof (said real property, together with riparian and littoral rights as may be applicable and appurtenant thereto and together with all improvements now or hereafter located thereon, including the recreational facilities and amenities, and all appurtenances thereunto belonging, hereinafter referred to as the "Campground"); and

WHEREAS, the Campground is a part of the resort development known as Christmas Mountain Village (hereinafter referred to as the "Resort"); and

WHEREAS, the Campground includes or will include recreational facilities and amenities which Declarant desires to make available for use by all owners of Undivided Interests, as defined herein; and

WHEREAS, Declarant intends to sell and convey up to five-thousand four hundred (5,400) Undivided Interests in the Campground (hereinafter referred to as "Undivided Interests") and desires to impose upon the Campground mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan of improvement to apply uniformly to the use, improvement, occupancy, transfer and encumbrance of the Campground for the mutual benefit of all such Undivided Interests in the Campground and the owners and future owners thereof; and to provide for creation of an owners' association to which shall be delegated and assigned the powers of maintaining and administering the recreational and other common facilities and the powers of enforcing the covenants and restrictions, of collecting and disbursing the assessments and charges therefor, and of enforcing the rules and regulations of the association.

NOW, THEREFORE, Declarant declares that all of the property in the Campground is held and shall be held, sold, conveyed, mortgaged, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale or lease of said Campground and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each Undivided Interest in the Campground in favor of each and all other Undivided Interests; to create reciprocal rights between the respective owners of Undivided Interests; to create a privity of contract and estate between the grantees thereof, their heirs, successors and assigns; and shall, as to any owner of an Undivided Interest, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other such owners of Undivided Interests, present and future.

1.8 "Campground Property" means all that real property situated in Sauk County, Wisconsin, described in Exhibit A hereto, and all other real property which may be annexed thereto, as provided herein.

1.9 "Campground Rules and Regulations" means written conditions governing use of the Campsites, the recreational facilities and amenities and the Park Models owned by the Association, as may be amended from time to time, which shall be binding on all Owners.

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 or Park Model Campsite.

1.11 "Certificate of Campground Expansion" means any document which may in the future be recorded in the Register's Office, Sauk County, Wisconsin by the Declarant, which commits an additional property to the Campground. Any such added property shall be subject to this Declaration.

1.12 "Common Expenses" means and includes all expenses incurred by the Association or its duly authorized agent for the maintenance, repair, replacement, restoration, improvement, operation, and administration of the Campground and the operation and administration of the Association.

1.13 "Common Property" means all of the real property not designated nor marked for identification as Campsites on the General Plan of the Campground, including, but not limited to, improvements, roads, recreational facilities and amenities within the Campground.

1.14 "Common Surplus" means the excess of all amounts received by the Association, including but not limited to Assessments and rents, profits, and revenues, if any, over the Common Expenses. Each Owner shall have an Undivided Interest in the Common Surplus in the same percentage as he owns an Undivided Interest in the Campground Property.

1.15 "Declarant" means Dellona Enterprises, Inc., a Wisconsin corporation, or any assigns of Declarant or successor in title who comes to stand in the same relation to the Campground as Declarant, including, without limitation, any party that acquires ownership of all Declarant's then remaining Undivided Interests in the Campground.

1.16 "Declaration" means this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

1.17 "Exchange User" means any person who occupies a Campsite pursuant to a reciprocal exchange program approved by the Board of Directors.

1.18 "General Plan" means an unrecorded map of the Campground designating the location of Campsites and other facilities within the Campground.

1.19 "Improvements" means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, docks, piers, hedges, poles, antennas and any other structures of any type or kind.

1.20 "Management Agreement" means the then effective agreement between the Association and the Manager which provides for the management of the Campground.

1.21 "Manager" means the person or entity, its successors and assigns, engaged by the Association to undertake the duties, responsibilities, and obligations of managing the Campground, pursuant to the then effective Management Agreement.

1.22 "Mortgagee of Record" means any person or entity which has a mortgage on an Undivided Interest, including but not limited to the holder of a deed of trust or a purchase money mortgagee and its successors and assigns, provided that such mortgage is evidenced by a written instrument which has been recorded in the Register's Office, Sauk County, Wisconsin, a true and correct copy of which has been provided to the Manager for the Association's records.

1.23 "Owner" means any person or legal entity, including Declarant, who holds fee simple title to one (1) or more Undivided Interests in the Campground Property.

1.24 "Plat" means maps of the Campground as they may from time to time be recorded in the Register's Office, Sauk County, Wisconsin.

1.25 "Property Owners' Association" or "POA" means the Christmas Mountain Village Property Owners' Association, Inc., which is or will be a Wisconsin nonprofit corporation, its successors and assigns, which shall be deemed to act on behalf of all property owners in the Resort, and shall administer and enforce the terms and provisions of, and collect and disburse the Assessments and charges described in, the POA Documents. The Property Owners' Association is further described in Section 7 of this Declaration.

1.26 "POA Documents" means the POA Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations of the POA, as each may be amended from time to time.

1.27 "POA Declaration" means the Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Village, which is or will be as recorded in the Register's Office, Sauk County, Wisconsin, as it may be amended from time to time.

1.28 "Park Model" means a vehicular type unit initially designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is mounted on or drawn by another vehicle, but which is not a mobile home as that term is defined by the Department of Housing and Urban Development. For purposes of this Declaration, Recreational Vehicles such as travel trailers, truck campers, motor homes and camping trailers are not considered to be Park Models.

1.29 "Park Model Campsite" means Campsites on which only Park Models which have been provided by the Declarant or the Association may be used. Occupancy and use is limited to Park Model Members or the Declarant.

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

1.31 "Recreational Vehicle" means a vehicular type unit initially designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is mounted on or drawn by another vehicle, including, but not limited to, travel trailers, truck campers, motor homes, and camping trailers. For purposes of this Declaration, Park Models are not considered to be Recreational Vehicles.

1.32 "Recreational Vehicle Campsite" means a Campsite on which Recreational Vehicles, similar vehicles or equipment (and tents, with management approval) may be placed; however, no Park Model Recreational Vehicles may be placed on these Campsites.

Occupancy and use is limited to Recreational Vehicle Members or the Declarant.

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

1.34 "Resort" means all that real property situated in the development known as Christmas Mountain Village, Sauk County, Wisconsin.

1.35 "Undivided Interest" means a One Five Thousand Four Hundredth (1/5400th) undivided interest in fee simple as tenant in common in and to the Campground Property, the ownership of which entitles the Owner to use the facilities of the Campground and to reserve and occupy Campsites in accordance with the Declaration and the Campground Rules and Regulations. To facilitate identification and conveyance of Undivided Interests, Declarant has elected to number the Undivided Interests sequentially and to refer to them as Units 1 through 5,400.

1.36 "Warranty Deed" means that certain instrument by which Declarant conveys one (1) or more Undivided Interests in the Campground, together with any subsequent assignments thereof.

1.37 "Wilderness Campsite" means a Campsite on which only tents or similar equipment may be placed. No Recreational Vehicles may be placed on these Campsites. Occupancy and use is limited to Wilderness Members or the Declarant.

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

2. USE AND OCCUPANCY.

The Campground Property and the Park Models owned by the Association shall be subject to the restrictive covenants or other provisions of this Declaration relating to its use and occupancy, as may be amended from time to time, and to such rules and regulations as the Association may adopt from time to time.

2.1 Recreational Use. Except to the extent permitted by Section 2.2 of this Declaration, the Campground shall be used for recreational purposes only, such as camping, hiking, swimming, outdoor sports and other recreational uses permitted by general policies and by Declarant and no Owner shall make a Campsite his primary residence or use his Undivided Interest or any portion of the Campground for commercial purposes.

2.2 Commercial Use. Notwithstanding the provision of Section 2.1 above, the Declarant or his assigns shall retain the right to operate or enter into agreements with third parties which permit such parties to operate commercial ventures, including, but not limited to, food concessions within the Campground.

2.3 Restrictions on Owners. All Owners shall comply with the Campground Rules and Regulations. No Owner shall have the right to make alterations or repairs to any improvement within the Campground or to any Park Model owned by the Association, nor shall any Owner create or permit to exist any nuisance within the Campground or commit waste with respect thereto. Notwithstanding the restrictions of this Section, nothing in this Section shall be construed as prohibiting Declarant from completing construction of improvements within the Campground as currently contemplated or from conducting any activity which the Declarant intends as a means of promoting the sale of Undivided Interests in the Campground.

2.4 Rights of Owners. Subject to the payment of all Assessments levied by the Association, and subject to compliance with the provisions of this Declaration, the Campground Rules and Regulations, the POA Declaration and POA Rules and Regulations, each Owner shall have the non-exclusive right as tenant in common with the other Owners to occupy and use the Campground for the purposes permitted by this Declaration and in accordance with the reservation procedures as set forth in the Campground Rules and Regulations. As more fully described in Section 2.5.1 herein, use of Campsites shall be limited by an Owner's class of membership in the Association.

2.5 Campsites.

2.5.1 Types of Campsites. All Campsites designated on the General Plan shall be utilized only for camping purposes. Campsites shall be designated and use thereof limited as follows:

(a) Wilderness Campsites: Only tents or similar equipment may be placed on Wilderness Campsites. No Recreational Vehicle or Park Model may be placed on these Campsites. Occupancy and use is limited to Wilderness Members or the Declarant.

(b) Recreational Vehicle Campsites: With the exception of park model recreational vehicles, Recreational Vehicles, similar vehicles or equipment (and tents, with management approval) may be placed on any Recreational Vehicle Campsite. All Recreational Vehicles shall be maintained in an operable condition. Occupancy and use is limited to Recreational Vehicle Members or the Declarant.

(c) Park Model Campsites: Only Park Model Recreational Vehicles which have been provided by the Declarant or the Association may be used. Occupancy and use is limited to Park Model Members or the Declarant.

2.5.2 Days Occupied. In no event shall any Campsite be occupied by an Owner, his guests or his licensees for more than fourteen (14) consecutive days. Any Owner who has occupied a Campsite for fourteen (14) consecutive days must vacate the Campground for a period of no less than seven (7) consecutive days following the expiration of the first fourteen-day (14-day) period before such Owner will be allowed to occupy the same Campsite or another Campsite in the Campground. Each Owner will be permitted to occupy the Campsites for a maximum of twenty-six (26) weeks in a fiscal year (July 1 through June 30). Owners' rights of occupancy are subject to compliance with the reservation procedures established in the Campground Rules and Regulations of the Association.

2.6 Park Models. Declarant shall purchase one Park Model for each set of fifteen (15) Undivided Interests with appurtenant Park Model memberships which are sold. Declarant shall convey title to each Park Model prior to the recordation in the Register's Office, Sauk County, Wisconsin, of a Warranty Deed for the first Undivided Interest of each set of fifteen (15) Undivided Interests with appurtenant Park Model Memberships which are sold. Such conveyance shall be free and clear of all liens and encumbrances. The Association shall accept each conveyance of a Park Model by Declarant as set forth above and shall have no right to reject same.

2.7 Common Property. All property in the Campground not designated as Campsites shall be deemed Common Property. The use and enjoyment of Common Property and improvements thereon shall be subject to the Campground Rules and Regulations.

2.8 Declarant's Rights of Use. As long as Declarant, or its successors or assigns, continues to hold title to one (1) or more Undivided Interest in the Campground primarily for the purpose of sale, Declarant reserves to itself, its successors

and assigns, the right to use the Campsites and facilities of the Campground in order to aid in the promotional activities and sale of Undivided Interests in the Campground. This reservation shall include, but not be limited to, the right to enter Campsites, allow prospective purchasers to use the Campsites and facilities of the Campground free of charge, to hold social gatherings and other activities, and any other rights which Declarant, in its sole discretion, deems necessary to aid in the promotion and sale of Undivided Interests.

2.9 Declarant's Right to Rent. As long as Declarant, or its successors and assigns, continues to hold title to one (1) or more Undivided Interest in the Campground primarily for the purpose of sale, Declarant reserves to itself, its successors and assigns, the right to rent any unoccupied Campsites to the general public and retain all rents paid to Declarant without any contribution to other Owners. 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.

2.10 Protection of Declarant. Notwithstanding any provision of the Campground Instruments to the contrary, for so long as Declarant continues to hold title to one (1) or more Undivided Interest, primarily for the purpose of sale, none of the following actions may be taken by the Board, the Association, or any Owner other than Declarant, without the prior written approval of Declarant:

(a) Levying any Assessment against Declarant for any capital improvements to the Campground; and

(b) Taking any action which would be detrimental to the sale by Declarant of Undivided Interests; provided, however, that an increase in Annual Maintenance Fees without discriminating against Declarant shall not be deemed to be detrimental to the sale of Undivided Interests.

3. TRANSFER AND ENCUMBRANCE OF UNDIVIDED INTERESTS.

3.1 Transfer of Undivided Interests.

(a) Except for each Owner's right to lease or rent his Undivided Interest, no Owner may in any way sell, convey, devise, or otherwise transfer any portion of his Undivided Interest without selling, conveying, devising, or otherwise transferring the entire Undivided Interest and all rights related or appurtenant thereto, and any attempt by an Owner to do so shall be null and void.

(b) No transfer of an Undivided Interest shall be permitted unless and until the proposed transferor has paid all Assessments due the Association, and the purported transfer of an Undivided Interest upon which any Assessment is then owing shall be null and void.

(c) Each Owner shall be free to transfer his Undivided Interest, subject to the restrictions contained herein. The deed or other instrument of conveyance executed by the transferee shall provide that the Undivided Interest conveyed thereby shall be held by such transferee subject to each of the provisions of the Campground Instruments. No transfer of any kind of an Undivided Interest, including a transfer to a Mortgagee of Record, shall be valid or effective unless and until an instrument evidencing such transfer is recorded in the Register's Office, Sauk County, Wisconsin, and a true and correct copy of such instrument is provided to the Manager for the Association's records. The Association shall have the right to charge the transferee a reasonable administrative fee for processing the transfer.

(d) The transferor of an Undivided Interest shall be jointly and severally liable with the transferee (except a Mortgagee of Record) for all unpaid Assessments levied upon the transferor up to the time of the transfer, without prejudice to the transferee's right to recover from the transferor any amounts paid by the transferee to the Association in satisfaction of such indebtedness. No person or entity (except a Mortgagee of Record) who acquires an Undivided Interest shall be entitled to occupy a Campsite or to use and enjoy the Common Property by virtue of the acquisition of such Undivided Interest, until such time as all unpaid Assessments due and owing by the transferor have been paid.

(e) No provision contained herein shall be interpreted so as to prevent an Owner from leasing or renting his Undivided Interest or to prevent the use of the Campground by members of an Owner's family, his guests, licensees, invitees, or Exchange Users. However, no Owner may lease or rent his Undivided Interest more than one (1) time during any fiscal year.

3.2 Encumbrance of Undivided Interests. Each Owner shall have the right to mortgage or otherwise encumber his Undivided Interest in the Campground Property. No Owner shall attempt to mortgage or otherwise encumber, in any manner whatsoever, the Campground Property or any part thereof, nor shall any Owner have the right or authority to do so, and any attempt to do so shall be null and void. Any mortgage or encumbrance shall be subordinate to the provisions of the Campground Instruments, which provisions shall be binding upon any Owner whose title to an Undivided Interest is derived through exercise of any private power of sale, judicial foreclosure, or deed in lieu of foreclosure.

3.3 Waiver of Right of Partition. By accepting title to an Undivided Interest, each Owner, for himself and for his heirs, successors-in-title and assigns, does absolutely waive any right to seek or obtain partition of the Campground Property in kind and does further waive the right to seek or obtain partition of the Campground Property by means of the sale of the Campground Property or any part thereof. Such waiver shall be for a period of forty (40) years from the date of recording of this Declaration and for each successive ten (10) year period that this Declaration is extended as provided in Section 17. All Owners thereof, for themselves and their successors in interest, waive their rights under any existing law or future statute which provides for a right of partition. If, however, any Undivided Interest shall be owned by two (2) or more persons or entities, nothing herein contained shall prohibit the partition or a judicial sale in lieu of partition of the Undivided Interest as between such co-Owners.

Notwithstanding the above, a suit or action for partition may be brought in the event of a determination to sell all or part of the Campground property pursuant to Section 15 herein or in the event of termination pursuant to Section 16 herein.

4. EASEMENTS.

The Campground shall be subject to the following easements:

(a) Subject to the limitations set forth in Section 2.5.1 and the Campground Rules and Regulations, a nonexclusive and reciprocal right and easement is reserved to each Owner to use and enjoy each and every portion of the Campground for the purposes described in Section 2.1 of this Declaration, provided such use does not hinder or obstruct the use of the Campground by other Owners of Undivided Interests.

(b) Declarant shall be entitled, during the construction period, to such construction easements over the Campground Property in order to conduct and complete the construction and improvements as may be reasonably required, convenient or incidental to the

completion, renovation, improvement, development of the Campground Property or the sale of Undivided Interests.

(c) Declarant shall have and hereby retains for itself, an easement to maintain business and sales offices at the Campground, which easement shall include, but not be limited to, the right to erect and maintain signs, a sales office, a business office and promotional facilities within the Campground.

(d) Pursuant to Section 10 herein, the Declarant reserves an easement to develop additional phases and expand the Campground to include such additional phases and to make other improvements thereon, which improvements shall be made at Declarant's expense and without obligation to Owners.

(e) Declarant reserves the right to enter into a license agreement with other camping clubs providing reciprocal camping rights between owners and members of other camping clubs.

(f) Each Owner, including Declarant, shall have a non-exclusive easement for ingress and egress over, through, and across such streets, walks, paths, and other rights-of-way serving the Campsites and the Common Property as may be necessary to provide reasonable access thereto; provided, however, that the no person shall have the right to park upon any portion of the Campground Property not designated as a parking area by the Board of Directors.

(g) Declarant shall have the right, at its expense and for the benefit of the Campground or adjacent property to utilize and to grant easements over, across, and under the Campground Property for utilities, sanitary and storm sewers, security or other types of monitors, walkways, roadways, and rights-of-way, and to relocate or to realign any existing easements or rights-of-way over, across, and under the Campground Property including without limitation, any existing utilities, sanitary lines, or sewer lines. In addition, the Association, through the Board, is authorized to give, convey, transfer, cancel, relocate, and otherwise deal with any and all utility and other easements now or hereafter located on or affecting the Campground Property.

5. THE CHRISTMAS MOUNTAIN CAMPGROUND ASSOCIATION.

5.1 Unincorporated Association. The Christmas Mountain Campground Association is or will be a Wisconsin unincorporated association, which shall be empowered with the rights, powers and duties set forth herein and in its Articles of Association and its By-Laws, as the same may be amended from time to time.

5.2 Membership in Association. By recording a Warranty Deed to an Undivided Interest in the name of the Owner, each Owner of an Undivided Interest (and the Declarant, so long as the Declarant owns one (1) or more Undivided Interest primarily for the purpose of sale), becomes a member of the Association until he ceases to be an Owner. If any person or entity owns more than one Undivided Interest, such person or entity shall have one membership in the Association for each Undivided Interest owned.

5.3 Classes of Membership. There shall be four (4) 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) The Declarant: The Declarant, its successors or assigns, as along 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.

5.4 Transfer of Membership. The membership of each Owner in the Association is appurtenant to and inseparable from his ownership of his Undivided Interest and shall automatically be transferred upon any valid transfer or conveyance of his Undivided Interest to any transferee or grantee. Membership in the Association is transferable only in connection with the conveyance of the Undivided Interest giving rise to such membership, and any other transfer or assignment of membership shall be null and void. An owner may transfer only that class of membership which is appurtenant to his Undivided Interest. The rights and obligations of a transferee can be no greater and no less than those of his transferor.

The transfer of any Undivided Interest shall operate to transfer to the new Owner the interest of the prior Owner in all funds held by the Association, even though not expressly mentioned or described in the instrument of transfer and without further instrument of transfer.

5.5 Voting. Each Owner is entitled to one (1) vote for each Undivided Interest owned regardless of the Owner's class of membership in the Association; provided that, if an Undivided Interest is owned by more than one person or entity, such persons or entities shall designate one of them as the "voting member." In the case of a corporate owner, a designated director or officer thereof shall be the voting member. In the case of a partnership owner, a general partner thereof shall be designated as the voting member. The Declarant shall be entitled to one (1) vote for each Undivided Interest owned by Declarant primarily for the purpose of sale. The vote of each voting member shall not be divisible. Each voting member shall be entitled to cast his vote at any meeting of the Association. He shall be entitled to attend and vote at such meeting or meetings in person, or to vote by proxy as provided in the By-Laws.

Notwithstanding any of the provisions of this Declaration to the contrary, a member's voting rights may be suspended by the Association for a period to be determined by the Board if such member violates any provision of this Declaration, the Campground Rules and Regulations or the By-Laws of the Association pertaining to the payment of Assessments. In such event, the member whose voting rights have been suspended shall have no cause of action against the Association or the Board.

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 owned by the Association. Without limiting the generality of the foregoing, the Association shall have the right:

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

(b) to levy and collect fees, duties and Assessments from its members as contemplated by Section 6 of this Declaration;

(c) to establish and maintain one (1) or more reserve funds to provide monies to the Association to pay any expenses incurred by the Association in the exercise of its powers or the performance of its duties;

(d) to pay taxes and Assessments, if any, levied

by any governmental authority on any real or personal property owned by the Association, or on any transactions entered into by the Association which are subject to tax in the normal course of business including the right to reimburse the Declarant for any taxes, or portions thereof, paid by Declarant on behalf of the Association or any member thereof;

(e) to enforce the provisions of this Declaration, the Articles of Association, and By-Laws of the Association, any general policies and guidelines from time to time promulgated by the Association, and any other decisions of the Association, and to pay all expenses incidental to such enforcement, including reasonable attorneys' fees, including, without limiting the foregoing, the right to reimburse Declarant for all costs and expenses incurred or paid by it in connection with the enforcement of any of the conditions, covenants, restrictions, charges or Assessments or terms contained herein;

(f) to obtain and maintain in force all policies of insurance required by Section 11 of this Declaration;

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

(h) to expend monies collected by the Association from Assessments or charges and other sums received by the Association for the payment of all proper costs, expenses and obligations incurred by the Association in carrying out any or all of the purposes for which the Association is formed;

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

(j) upon the affirmative vote of the Owners to which at least two-thirds (2/3) of the votes in the Association are allocated, to borrow money and to mortgage, pledge, convey by deed to secure debt or deed of trust, to hypothecate any or all of its property as security for money borrowed or debts incurred; provided, however, that during such time as Declarant owns one (1) or more Undivided Interest primarily for the purpose of sale, any such decision to borrow money or to mortgage, pledge, convey by deed to secure debt or deed of trust, or hypothecate any or all of the Association's property as security for money borrowed or debts incurred shall require the affirmative vote of the Owners to which at least two-thirds (2/3) of the votes in the Association are allocated, exclusive of the votes appertaining to the Undivided Interests owned by Declarant, and the affirmative vote of the Declarant;

(k) to acquire by gift, purchase or otherwise and to hold, enjoy and operate real or personal property in connection with the business of the Association; provided, however, that the Association shall not acquire real property by purchase, lease, or otherwise unless such acquisition is approved by the affirmative vote of the Owners to which at least two-thirds (2/3) of the votes in the Association are allocated, exclusive of the votes appertaining to Undivided Interests owned by Declarant, and the affirmative vote of the Declarant;

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

(m) to do and perform any and all other acts which

may be either necessary for, or proper or incidental to, the exercise of any of the foregoing powers.

5.7 Control by Declarant. Notwithstanding any provisions to the contrary contained in this Declaration, the Articles of Association or the By-Laws of the Association, Declarant shall have the right to appoint or remove any director or directors of the Association or any officer or officers of the Association until the first of the following occurs:

(a) the date as of which ninety percent (90%) of the Undivided Interests in the Campground have been conveyed by Declarant to Owners other than Declarant; or

(b) the surrender by Declarant of the authority to appoint and remove directors of the Association and officers of the Association by notice in writing by Declarant to the Board of Directors to this effect.

Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association, such rights shall automatically pass to the Owners, including Declarant, if Declarant owns one (1) or more Undivided Interests in the Campground primarily for the purpose of sale. Thereafter, directors and officers shall be elected pursuant to the terms and provisions of this Declaration and the Articles of Association and By-Laws of the Association.

5.8 Manager. The Association, through its Board of Directors, shall at all times engage a responsible managing agent as the Manager to manage, operate, and control the Campground and the affairs of the Association, with such administrative functions and powers as shall be delegated to the Manager by the Board. Each Owner agrees to be bound by the terms and conditions of each Management Agreement entered into by the Board on behalf of the Association.

Any Management Agreement executed by or on behalf of the Association during the period of Declarant's right to control the Association pursuant to the provisions of Section 5.7 above, shall be subject to cancellation and termination at any time during the twelve (12) months following the expiration of such control period by the affirmative vote of the Owners of Undivided Interests to which two-thirds (2/3) of the votes in the Association appertain. It shall be expressly permissible for Declarant, or any firm affiliated with Declarant, to be employed as a professional management firm pursuant to this Section 5.8; provided, however, that if Declarant, or any person affiliated with Declarant, is so employed, the Management Agreement providing for such employment shall not have a term in excess of three (3) years unless said agreement provides for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice.

No Management Agreement shall be terminated by the Association, absent a showing of gross negligence or willful misconduct on the part of the Manager engaged thereunder, unless a successor Manager has been selected, has executed a Management Agreement with the Association, and is ready and able immediately to assume and execute its duties and responsibilities thereunder. In the event that a Management Agreement is terminated due to the Manager's gross negligence or willful misconduct without a successor Manager having first been engaged, a successor Manager shall be engaged without any unreasonable delay by the Board.

6. ASSESSMENTS AND FEES.

6.1 Purpose of Assessments. The Annual Maintenance Fees and any other applicable Assessments or charges shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners, for the improvement and operation of the Campground,

for the administration of the Campground, for the reimbursement of expenses incurred by the Association or its assigns, and for other expenses incurred in the performance of the duties of the Declarant or its assigns as set forth in this Declaration.

6.2 Annual Maintenance Fee. Each Owner (except the declarant who agrees to pay the Association the amount of any monetary deficiencies between the Annual Maintenance Fees collected from the Owners and the expenses of the Association until ninety percent (90%) of the Undivided Interests are sold and Warranty Deeds for such Undivided Interests recorded) shall be required to pay an Annual Maintenance Fee for each Undivided Interest owned. The Annual Maintenance Fee shall be imposed by the Association to meet the Common Expenses of managing and maintaining the Campground and the Association as well as the expenses attributable to each type of Campsite. The initial Annual Maintenance Fee shall be set forth in the purchase agreement between Declarant and the purchaser of an Undivided Interest. The amount of each Owner's Annual Maintenance Fee shall be determined by his class of membership in the Association, which fee shall be determined as follows:

(a) "Annual Maintenance Fee" means an annual Assessment levied by the Board upon all of the Owners for their share of the Common Expenses of the Association. The Annual Maintenance Fee shall be determined as follows:

(i) Basic Maintenance Fee: The Basic Maintenance Fee shall be that fee determined annually by the Board to cover the cost of the Common Expenses, as more fully described in Section 6.4 below.

(ii) Wilderness Members: The Annual Maintenance Fee for Wilderness Members shall consist only of the Basic Maintenance Fee.

(iii) Recreational Vehicle Members: The Annual Maintenance Fee for Recreational Vehicle Members shall consist of the Basic Maintenance Fee plus an Assessment attributable to any additional cost of operating and maintaining the Recreational Vehicle Campsites.

(iv) Park Model Members: The Annual Maintenance Fee for Park Model Members shall consist of the Basic Maintenance Fee plus an Assessment attributable to any additional cost of operating and maintaining the Park Model Campsites.

Notwithstanding any provision of this Section 6 to the contrary, after ninety percent (90%) of the Undivided Interests are sold and Warranty Deeds for such Undivided Interests recorded in the Register's Office, Sauk County, Wisconsin, or earlier at Declarant's sole discretion, the Basic Maintenance Fee shall be shared proportionately by all the Owners, including Declarant, the amount of each Owner's Basic Maintenance Fee shall be equal to the product of the total Common Expenses for the Campground, as estimated in the annual budget of the Association, times a fraction, the numerator of which shall be the number of Undivided Interests owned by an Owner and the denominator of which shall be 5,400.

6.3 Park Model Daily Use Fee. In addition to and separate from the Annual Maintenance Fee, Park Model members will be required to pay a Daily Use Fee for each day, or portion thereof, on which a Park Model is used. The amount of the Park Model Daily Use Fee will be determined by the Board of Directors of the Association.

The Association shall segregate all funds received from the Park Model Daily Use Fee into a special Park Model fund which shall be used exclusively for the maintenance, repair,

restoration and replacement of the Park Models owned by the Association, including but not limited to the following items:

(a) The maintenance, repair, modification, alteration, redecoration and replacement of the Park Models;

(b) The maintenance, repair, modification, alteration, redecoration, and replacement of the furnishings of the Park Models;

(c) Insurance coverage on the Park Models and the furnishings therein; and

(d) Domestic services, including cleaning and maid service, furnished to or on behalf of Park Model Member.

6.4 Common Expenses. The Common Expenses which shall be payable by the Association from Annual Maintenance Fees collected shall consist of, but not be limited to, costs of the following items:

(a) Personal property taxes, real estate taxes, and any other fees or Assessments levied by a governmental authority against the Campground and not billed directly to the Owners;

(b) Charges for utilities serving the Campground and charges for other services provided to the Campground;

(c) Insurance coverage purchased for the benefit of all Owners and the Association as permitted by this Declaration;

(d) The purchase, repair and replacement of any furniture, fixtures, and equipment which may be owned or leased by the Declarant or the Association for the benefit of all Owners;

(e) Administrative costs;

(f) Management fees;

(g) Any other costs incurred in the normal operation and maintenance of the Campground which cannot be attributed to a particular Owner. This includes all charges and Assessments for maintenance and administration of the Common Property chargeable to Undivided Interest Owners in the Campground;

(h) Such other expenses as may be determined from time to time by the Board of Directors to be Common Expenses;

(i) The establishment and maintenance of a reasonable reserve fund or funds for maintenance, repair and replacement of those portions of the Campground that must be replaced on a periodic basis and of a reserve to cover operating contingencies or deficiencies arising from unpaid Assessments or liens, emergency expenditures and other matters as may be authorized from time to time by the Board of Directors; and

(j) Any assessment levied against the Association by the Property Owners' Association.

6.5 Special Assessments. If the Annual Maintenance Fees collected from the Owners are at any time inadequate to meet the costs and expenses incurred by or imposed upon the Association for any reason, including, but not limited to, the non-payment by any Owner of any Assessment, the Association may levy a Special Assessment on the Owners in such amount as the Association determines to be necessary to pay the Association's costs and expenses, which all Owners, with the exception of Declarant, shall be obligated to pay.

In addition to but separate from the above, the Association

may levy a Special Assessment in such amount as the Association determines to be necessary against all Park Model Members in the event that the Park Model fund is at any time inadequate to meet the costs and expenses incurred by or imposed upon the Association in connection with maintenance, repair, restoration or replacement of the Park Models owned by the Association, which all Park Model Members shall be obligated to pay.

6.6. Liability for Assessments. No Owner may exempt himself, his successors or assigns, from his obligation to pay any Assessments by his waiver of the use and enjoyment of the Campsites or of any of the Common Property or by the abandonment of his Undivided Interest.

6.7 Surplus Funds. The Association, through its Board of Directors, shall, from time to time, fix and determine the sum or sums which are necessary and adequate to provide for the Common Expenses and such other Assessments as are specified herein. The procedure for determining all such Assessments shall be as set forth in the By-Laws, this Declaration, and in the exhibits attached hereto. In the event that the Board determines at any time during the Association's fiscal year that the aggregate amount of Assessments is, or will be, in excess of the amounts needed to meet the Common Expenses, such excess amount (the "Common Surplus") shall appear as a line item on the Association's budget for the immediately succeeding fiscal year, and shall be applied to reduce the amount assessed to meet the Common Expenses for such fiscal year. Any such excess shall not relieve any Owner from his obligation to pay any delinquent amounts which he owes the Association, nor shall any Owner be entitled to a refund of all or any portion of any Assessment previously paid on account of such excess.

6.8 Reserves. Notwithstanding the foregoing provisions of this Declaration, the Board shall be authorized but not obligated to from time to time establish one (1) or more reserves as are necessary for the operation and improvement of the Campground by including amounts intended for such purpose in the Association's budget, or by levying Assessments upon all Owners in such amounts as the Board determines to be necessary and appropriate.

6.9 Creation of Personal Liability and Priority of Lien. Each Owner, by acceptance of a deed or other conveyance of an Undivided Interest (whether it is so expressed in any such deed or other conveyance), covenants and agrees to pay to the Association the Assessments or charges, together with any interest thereon, as shall be fixed or assessed by the Association in accordance with the terms and provisions of this Declaration, the POA Declaration, and the Articles of Association and the By-Laws of the Association against his Undivided Interest during his ownership thereof. Each Assessment and any late fees, interest and costs of collection, including reasonable attorneys' fees shall also be a personal obligation of the Owner against whom they are assessed. The obligation to pay any Assessment, late fees, interest, and costs of collection thereof, including reasonable attorneys' fees, is secured by a lien or lien right in favor of the Association which, as to each and every Undivided Interest, relates back to the date of recordation of this Declaration in the Register's Office, Sauk County, Wisconsin. Such lien shall be superior in all respects to all rights of homestead which may arise in favor of any Owner.

Any lien arising hereunder shall continue in full force and effect until fully paid or otherwise discharged. The Association's lien against an Undivided Interest for unpaid Assessments may be foreclosed in the same manner as is authorized by the laws of the State of Wisconsin for the foreclosure of mortgages on real property. The Association shall have the right to bid on the Undivided Interest at any foreclosure sale and may acquire, hold, lease, mortgage, and convey the Undivided

Interest acquired at such sale.

6.10 Effect of Transfer of Undivided Interest. The sale or transfer of any Undivided Interest shall not affect the lien set forth in Section 6.9, above, and any grantee shall be jointly and severally liable for the portion of any Assessment or charge assessed against such Undivided Interest as may be due and payable at the time of conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor; provided, however, that if such grantor or grantee shall request and receive a statement of Assessments payable with respect to the Undivided Interest, such grantee, his successors, successors-in-title and assigns, shall not be liable for, nor shall the Undivided Interest conveyed be subject to a lien for, any unpaid Assessments against such Undivided Interest in excess of the amount set forth in such statement.

6.11 Mortgagee Protection. Notwithstanding any other provision of this Section 6, the lien which may be created upon any Undivided Interest shall be subordinate to the lien of any Mortgagee of Record upon such Undivided Interest. If such a Mortgagee of Record obtains title to an Undivided Interest as a result of a foreclosure, deed in lieu of foreclosure or otherwise, such Mortgagee of Record shall not be liable for any Assessments due and owing on such Undivided Interest prior to the date such Mortgagee of Record obtained title thereto. Said Assessments, unless collected from the prior owner, shall be deemed a Common Expense paid by the Association from fees collected. The Association shall remain entitled to recover any unpaid Assessments from the Owner whose Undivided Interest was foreclosed upon.

6.12 Non-Payment of Assessments. In addition to all other remedies provided by law, the Association may enforce collection of all delinquent Assessments, together with such other amounts as may be owing the Association, as provided in this Section 6.12. Any Assessment, or portion thereof, not paid when due shall be deemed delinquent.

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 eighteen percent (18%) per annum. In addition, any Assessment or installment which is more than thirty (30) days delinquent will be charged a late fee of $25.00.

6.12.2 Additional Remedies. If any delinquent Assessment or portion thereof is not paid within ten (10) days after written notice is given to the Owner to make such payment, the Board of Directors shall have the right to invoke any or all of the following remedies:

(i) The entire unpaid balance of the Assessment may be accelerated at the option of the Board of Directors and may be declared due and payable in full, and foreclosure proceedings may be instituted to enforce the lien of the Association;

(ii) The voting rights appurtenant to the Undivided Interest, may be suspended;

(iii) The rights of the Owner to use the Campground may be suspended;

(iv) The Association may bring an action at law against the Owner personally obligated to pay the same; and

(v) The Association may foreclose its lien against such Owner's Undivided Interest, in which event interest and costs of collection shall be included

in such lien, with such costs of collection to include court costs, the expenses of sale, any expenses required for the protection and preservation of the Undivided Interest in the Campground, and reasonable attorneys' fees actually incurred.

Any such notice shall be sent by certified mail, return receipt requested, to the Owner at such Owner's last known address as contained in the records of the Association and shall specify the amount of the Assessments then due and payable, including any interest accrued thereon.

6.12.3 Collection. All payments on account shall be applied first to the aforesaid costs of collection, then to interest, and then to the Assessment lien first due. All interest collected shall be credited to the common fund of the Association to be applied against the Common Expenses. Each Owner vests in the Board of Directors the right and power to bring all actions against him personally for the collection of such Assessments as a debt and to foreclose the aforesaid lien in the manner set forth herein.

7. CHRISTMAS MOUNTAIN VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

7.1 Property Owners' Association. The Resort is the subject of a two-tiered association format, of which the Campground is a part. Owners in the Campground must become members of two (2) associations, being the Christmas Village Property Owners' Association, Inc. (the "POA") which is or will be a Wisconsin nonprofit corporation established for the mutual benefit of all owners of real property in the Resort and the Association which is responsible for the operation and maintenance of the Campground as described in this Declaration. By taking title to an Undivided Interest, each purchaser of an Undivided Interest becomes a member in these two (2) associations. On the primary level, the POA has the power to levy Assessments on the sub--associations in the Resort, including the Association, in accordance with the POA Documents. On the second and subordinate level, the Association is responsible for administering those affairs related to the Campground and may levy Assessments against its individual members in accordance with the provisions of this Declaration.

7.2 POA Superior to Association. The POA is the organization with the sole responsibility to make and collect Assessments from the sub-associations in the Resort, including the Association, in accordance with the provisions of the POA Documents, which Assessments will be used for the purposes as more particularly set forth in the POA Documents. The Assessments levied by the POA will be paid by each sub-association, including the Association, from the Annual Maintenance Fee charged to Owners. By acceptance of conveyance or other transfer of title to an Undivided Interest, each Owner expressly assumes the personal obligation to make payment of all Assessments and other charges allocable to his Undivided Interest for which title is so conveyed or otherwise transferred as may be, or become, due and payable to the Association, including that portion of the Assessment allocated to maintenance fees assessed against the Association by the POA. This obligation to pay is secured by a lien or lien right in favor of the Association as to each and every Undivided Interest in the Campground, which relates back to the date of the initial recordation of this Declaration in the Register's Office, Sauk County, Wisconsin, with said lien or lien right being superior in all respects to all rights of homestead which may arise in favor of any Owner. Any Owner's failure to timely make these payments to the Association may result in foreclosure of the lien or lien right against the Owner's Undivided Interest.

The Association shall be subordinate in all respects to the POA, but shall retain all the rights and privileges as more

particularly described in this Declaration including, without limitation, the right to levy Assessments on all Owners owning Undivided Interests in the Campground.

8. THIRD PARTY LIENS.

8.1 Limitation on Scope of Liens. Any liens against an Owner's interest in the Campground shall be limited to the interest of such Owner in his Undivided Interest only, and shall not entitle any lienholder to assert any claim against the Undivided Interest of any other Owner, the Common Property or any property of the Association.

8.2 Notice of Liens. Each Owner shall give written notice to the Association of every lien upon his Undivided Interest, other than liens for the non-payment of Assessments by the Association, within seven (7) days after the Owner receives notice thereof.

8.3 Protection of Property. All liens against an Undivided Interest, other than for mortgages, taxes, or Assessments, shall be satisfied or otherwise removed within thirty (30) days from the date of the attachment of such lien.

9. CAMPGROUND RULES AND REGULATIONS.

9.1 Promulgation. The Association shall have the right from time to time to promulgate Campground Rules and Regulations governing the use of the Campsites and facilities of the Campground which may include, but not be limited to, the reservation procedure for using the Campsites and rules governing the conduct of Owners in the Campground. These Campground Rules and Regulations will be binding on all Owners. All grantees of an Undivided Interest accepting a Warranty Deed or otherwise acquiring title to an Undivided Interest agree to be bound by any such Campground Rules and Regulations. All guests and invitees of Owners and all Exchange Users shall also be bound by the Campground Rules and Regulations. The Association shall also have the right to amend any existing Campground Rules and Regulations, to enforce any such Campground Rules and Regulations and to establish penalties for the violation of any such Campground Rules and Regulations. The penalties for the violation of any Campground Rules and Regulations may include the suspension of the right to use Campsites and facilities of the Campground during the period of any continuing violation of the Campground Rules and Regulations. A copy of the Campground Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Campground and/or copies of same shall be furnished to Owners.

9.2 Amendment or Repeal. Notwithstanding any provision to the contrary contained herein, Declarant hereby reserves the right to amend or repeal any portion of the Campground Rules and Regulations until the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to Section 5.7 of this Declaration. Thereafter, the Association shall be entitled to exercise this right.

10. FUTURE EXPANSION OF CAMPGROUND.

In the event that Declarant records one (1) or more Certificates of Campground Expansion which commit additional property to the Campground and to this Declaration, the following easements are hereby granted by Declarant:

10.1 Easement over Expanded Campground. Owners of Undivided Interests in and to the real estate described in Exhibit A hereto are granted an easement entitling them to use the Common Property and Campsites located in such additional property as is added to the Campground by Declarant, subject to any limitation on occupancy and use similar to the limitations established in Section 2 herein and the reservation procedure established in the Campground Rules and Regulations.

10.2 Easement over Existing Campground. Owners of Undivided Interests in and to any added portions of the Campground are granted an easement entitling them to use the Common Property and Campsites located on the real estate described in Exhibit A hereto, subject to limitations on occupancy and use established in Section 2 herein and any similar limitations imposed upon the additional Campsites and subject to the reservation procedure established in the Campground Rules and Regulations.

Nothing contained in this Section 10 shall be construed as requiring Declarant ever to record a Certificate of Campground Expansion which submits additional parcels to the Campground. This Section 10 simply reserves such a right to Declarant.

11. INSURANCE.

11.1 Obligation to Purchase. The Association shall obtain and maintain at all times the types of insurance policies set forth in this Section 11 containing the provisions, without limitation, and in the amounts set forth herein. The premiums for such insurance policies shall be a Common Expense of the Association. The Board of Directors, at its discretion, may enter into an agreement with any institutional trustee to supervise the distribution of any insurance proceeds paid under policies of insurance maintained by the Association.

11.2 Types of Insurance. The types of insurance policies required are:

(a) A casualty insurance policy or policies affording fire, flood and lightning and extended coverage insurance for, and in an amount consonant with the full replacement value of, all structures within the Campground and all Park Models owned by the Association.

(b) A liability insurance policy or policies, in amounts determined by the Board of Directors, covering the Association, the Board of Directors and the officers of the Association, all agents and employees of the Association, and all Owners.

(c) Such worker's compensation and other insurance coverage as is required by law, upon each of the employees of the Association, if any.

(d) Such other insurance policies, including, without limitation, fidelity insurance policies, and a blanket flood insurance policy, in the amounts of coverage as may be required by law or authorized by the Board of Directors from time to time.

11.3 Owners' Obligation. Owners shall maintain liability and property damage insurance in connection with their motor vehicles and/or Recreational Vehicles in amounts customarily carried on such vehicles.

12. MANAGEMENT, MAINTENANCE AND REPAIR.

12.1 Administration of the Campground. Responsibility for the maintenance, repair, replacement, restoration, improvement, operation, and administration of the Campground shall be vested in the Association. The Association shall act as the agent of all of the Owners in collecting Assessments and paying taxes, utility costs, and other Common Expenses. The Association, through its Board of Directors, officers, the Manager, and other duly authorized agent(s) may exercise any and all rights and powers granted to it by law or by the Campground Instruments, as amended from time to time.

12.2 Repair by Association. The Association shall be responsible at its sole cost and expense, for the maintenance,

repair, and replacement or restoration of the Campground. The responsibility of the Association shall include, without limitation, the maintenance, repair and replacement of all structures, landscaping, utility lines, and private roadways and driveways within the Campground.

The Association shall also be responsible for the maintenance, repair, and replacement or restoration of the Park Models owned by the Association; however, Association shall be reimbursed for the cost and expense of all such maintenance, repair and replacement or restoration from the Park Model fund.

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 or Park Model 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 owned by the Association. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, order or directive of any municipal or other governmental authority.

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 owned by the Association. Owners agree to indemnify and hold Declarant and the Association harmless from and against any claim for injury, loss, or damage by any guest or member of an Owner's family.

23

Each Owner and Exchange User shall be liable for the uninsured cost and expense of any maintenance, repair, or replacement of any Campsite, the Common Property or property of the Association, including the Park Models owned by the Association, necessitated by his negligent or intentional act or omission. The negligent or intentional act or omission of an Owner's or Exchanger User's family members, guests, tenants, licensees, or invitees shall be deemed to be the act of the Owner or Exchange User, and such persons shall be held jointly and severally liable with such Owner or Exchange User.

The Campground Manager shall submit a bill to the responsible Owner or Exchange User for all amounts payable to the Association under this Section 12.4, which amounts shall be enforceable as a claim for money damages against such Owner or Exchange User.

Any loss, damage, or destruction caused by an Exchange User to any Campsite, the Common Property, or any property of the Association, or any violation of the Campground Instruments by the Exchange User, shall be remedied by the Association, and the cost thereof, to the extent not covered by insurance or recovered from the Exchange User, shall be a Common Expense and shall be shared by all Owners as a part of their Annual Maintenance Fee.

12.5 Park Models. Exclusive control and responsibility over the maintenance, repair, modification, and alteration of all Park Models 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 to any furnishing therein. Each Owner or Exchange User, during his period of use, shall keep the interior of the Park Model, 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, 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, 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 at such earlier or later date as determined by a two-thirds (2/3) vote of the Park Model Members; provided, however, that during such time as Declarant owns one (1) or more Undivided Interest primarily for the purpose of sale, any such determination shall require the agreement of Declarant and at least two-thirds (2/3) 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 is 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.

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 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 dangerous, unauthorized, prohibited, or unlawful activity in any Campsite or Park Model 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 or Park Model owned by the Association shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with the possession, use, and/or enjoyment by any occupant thereof, and shall be preceded by reasonable notice to the occupants whenever the circumstances permit.

13. DAMAGE OR DESTRUCTION.

13.1 Association as Attorney In Fact. Each Owner hereby irrevocably appoints the Association as his Attorney In Fact in his name, place, and stead for the purpose of dealing with the Campground Property upon its damage, destruction, or obsolescences, as hereinafter provided. As Attorney In Fact, the

Association, by its authorized officers, shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner which is necessary and appropriate in order for the Association to exercise the powers herein granted.

13.2 Determination to Repair, Reconstruct or Rebuild. As soon as practicable following any damage to or destruction of any portion of the Campground or the Park Models 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 obtain reliable and detailed estimates of the cost of repairing or restoring such portion of the Campground or the Park Models owned by the Association to substantially the same condition in which it existed prior to the occurrence of such damage or destruction.

13.3 Obligation to Repair. Any damage to or destruction of any portion of the Campground shall be repaired, reconstructed or rebuilt unless the Owners to which at least two-thirds (2/3) of the votes in the Association are allocated shall determine, within ninety (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 (1) or more Undivided Interest primarily for the purpose of sale, any such determination not to repair, reconstruct or rebuild shall require the agreement of Declarant and of the Owners to which at least two-thirds (2/3) of the votes in the Association are allocated exclusive of the votes appertaining to Undivided Interests owned by Declarant.

Notwithstanding the above, any damage to or destruction of any portion of the Park Models owned by the Association shall be repaired, reconstructed or rebuilt unless at least two-thirds (2/3) of the Park Model Members shall determine, within ninety (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 (1) or more Undivided Interest primarily for the purpose of sale, any such determination not to repair, reconstruct or rebuild the Park Models shall require the agreement of Declarant and at least two-thirds (2/3) of the Park Model Members.

13.4 Repair, Reconstruction and Rebuilding. All of the work of repairing, reconstructing or rebuilding any portion of the Campground or the Park Models 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. In discharging such supervisory responsibility, the Board of Directors shall be authorized, but shall not be obligated, to employ as its agent or consultant such building supervisors or architects as the Board of Directors shall determine. Any fees which shall be payable to any such building supervisor or architect as shall be employed by the Board of Directors shall be a common expense of the Association. Any repair, reconstruction or rebuilding of any portion of the Campground shall be substantially in accordance with the plans and specifications for the damaged or destroyed property prior to the occurrence of such damage or destruction, or in accordance with such different plans and specifications as may be approved by the Board of Directors and the Owners to which at least two-thirds (2/3) of the votes of the Association are allocated. The cost of repairing, reconstructing or rebuilding such portion of the Campground 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, then the Board of Directors shall levy a Special Assessment against all of the Owners to raise the excess funds necessary to defray such costs, which Special Assessment shall not be subject to approval by the Owners.

Notwithstanding the above, any repair, reconstruction or rebuilding of any portion of the Park Models 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 (2/3) of the Park Model Members. The cost of repairing, reconstructing or rebuilding such portion of the Park Models 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 Park Model Members to raise the excess funds necessary to defray such costs, which Special Assessment shall not be subject to approval by the Park Model Members.

13.5 Property Not Restored. In the event it is determined, in accordance with the provisions of this Section 13, that any portion of the Campground 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 Owners based on each Owner's Undivided Interest in the Campground Property.

In the event all or more than sixty-six and two-thirds percent (66 2/3%) of the Campground is destroyed, the Owners may vote whether or not to terminate the Campground plan pursuant to the provisions of Section 16 herein.

In the event it is determined, in accordance with the provisions of this Section 13, that any portion of the Park Models 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 Park Model Members based on each Owner's Undivided Interest in the Campground Property.

14. REMEDIES.

14.1 Enforcement of Campground Instruments. The violation of any provision of the Campground Instruments by an Owner or an Exchange User, members of his family, his guests, licensees, or invitees shall be grounds for an action to recover sums due and/or damages, for injunctive relief, or both, and the reimbursement of all costs and attorneys' fees incurred in connection therewith, as well as late fees and interest on any delinquent amounts, which action shall be maintainable by the Board or the Manager, in the name of the Association, by Declarant, or, in a proper case, by an aggrieved Owner. All such amounts, along with any other costs incurred by the Association to obtain the services of an attorney to enforce any provision of the Campground Instruments, shall promptly be reimbursed by the Owner or Exchange User who committed or who is responsible for such violation or who caused the Association to take such action, to the Association, upon demand therefor. Unless otherwise prohibited by law, the violation of any provision of the Campground Instruments shall give the Association, the Board, the Manager, and Declarant (to extent of its rights hereunder) the right, in addition to any other rights set forth in Section 6.12 hereof and in the

Campground Instruments:

(a) To enter the Campsite or area in which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the Owner who caused or permitted such violation, any structure, thing, or conditions that may exist therein contrary to the intent and meaning of the provisions of the Campground Instruments, and neither the Manager, Declarant, nor any authorized agent thereof shall thereby be deemed guilty in any manner of trespass;

(b) To engage the services of an attorney to initiate such action as is deemed necessary by the Board, the Manager, or Declarant, to enforce such provision, including the initiation of a suit for damages and/or to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach;

(c) To impose a reasonable monetary penalty upon such Owner in an amount to be determined by the Board of Directors; and

(d) To the extent permitted by law, to suspend some or all of such Owner's rights and privileges, including but not limited to the right to vote and the right to use (or allow others to use) any Campsite and recreational facilities of the Campground during the period of any continuing violation of the provisions of the Campground Instruments.

14.2 Remedies are Cumulative. All of the remedies granted by the Campground Instruments are cumulative, and the exercise of one right or remedy shall not impair the right to exercise any other remedy. The Association, the Board, the Manager, and Declarant shall not be limited to the remedies set forth in this Declaration, and may invoke any other or additional remedies provided for or allowed by law or in equity.

14.3 Preservation of Remedies. The failure of the Association, the Board, the Manager, or Declarant to enforce any provision of the Campground Instruments shall not be construed as a waiver of any such provision or right. Rather, such provision shall continue and remain in full force and effect.

15. CONDEMNATION OR EMINENT DOMAIN.

In the event that all or part of the Campground shall be taken by any authority having the power of condemnation or eminent domain, the award therefor shall be allocated to the Owners based on each Owner's Undivided Interest in the Campground Property. If any portion of the Campground is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then all Mortgagees of Record will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision of this Declaration or of any other instrument relating to the Undivided Interests in the Campground will entitle any Owner or other person to priority over any Mortgagee of Record with respect to the distribution of the proceeds of any award or settlement relating to the Campground.

In the event of a partial taking in condemnation or by eminent domain, the Board shall arrange for any necessary repairs and restoration of the remaining portion of the Campground, in accordance with the design thereof, at the earliest possible date. If such repairs and restoration in accordance with such design are not permissible under the laws then in force, the Board shall nonetheless repair and restore the premises as nearly as is reasonably possible to its condition immediately prior to such taking. The Board is expressly authorized to pay any excess cost of such restoration as a Common Expense, and to

levy a Special Assessment, if necessary, in the event that the available Association funds are insufficient for such purpose. In the event that any such sums are received by the Association in excess of the cost of repairing and restoring the Campground, such excess proceeds shall be deemed Common Surplus.

In the event of a partial taking in which any portion of the Campground is eliminated or not restored, the Board shall disburse that portion of the proceeds allocable to such portion, less the proportionate share of said portion in the cost of debris removal, to the Common Surplus.

16. TERMINATION.

The plan implemented by this Declaration for the use and occupancy of the Campground shall continue for a period of forty (40) years from the date of the recording of this Declaration and for each successive ten (10) year period that this Declaration is extended as provided in Section 17 or until: (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration; or (ii) such times as termination is authorized at a duly convened meeting of the Association by (i) an affirmative vote of all Owners owning no less than seventy-five percent (75%) of the Undivided Interests in the Campground; and (ii) upon the consent of Mortgagees or Record holding mortgages on Undivided Interests representing an aggregate undivided ownership interest of seventy-five percent (75%) of the Campground property submitted to this Declaration; and (iii) by the prior written approval of the Property Owners' Association; and (iv) the Declarant for as long as it owns one (1) or more Undivided Interest primarily for the purpose of sale.

In the event the Owners vote to terminate the plan implemented by this Declaration, the Board of Directors shall file suit in a court of competent jurisdiction in Sauk County, Wisconsin for partition of the Campground Property. Any costs incurred by the Association in connection therewith shall constitute a Common Expense. In the event the Board of Directors fails to file such suit within thirty (30) days after the date upon which the above-described meeting of Owners was conducted, any Owner shall have standing to file such suit on behalf of the Association, and such Owner shall be reimbursed by the Association for any costs which were reasonably incurred, including attorneys' fees, in bringing such suit.

After any such termination, use of the former Campground Property shall nevertheless be subject to the terms and provisions of the Property Owners' Association Documents. The termination of the Campground plan shall not bar the creation of another campground affecting all or any portion of the same property, subject in all events to the terms and provisions of the Property Owners' Association Documents.

The provisions of this Section 16 shall not be subject to amendment without prior written consent of the Declarant for as long as it owns one (1) or more Undivided Interest primarily for the purpose of sale.

17. TERM AND AMENDMENT.

17.1 Term. The provisions of this Declaration shall become effective when recorded in the Register's Office, Sauk County, Wisconsin, and when an Undivided Interest in the Campground Property is sold to a person other than the Declarant. This Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Campground for forty (40) years from date of recording, after which time the same shall be extended for successive periods of ten (10) years each unless an instrument signed by the Board of Directors certifying that such extension has been approved

by the affirmative vote of two-thirds (2/3) of the then Owners of the Undivided Interests subject hereto has been recorded in the Register's Office, Sauk County, Wisconsin, agreeing to extend this Declaration, in whole or in part, whereupon this Declaration and the other Campground Instruments shall continue to apply to such Undivided Interests for an additional period of ten (10) years. This same procedure shall be followed prior to the termination of said ten (10) year period and each succeeding ten (10) year period.

17.2 Amendment by Owners. This Declaration may be amended at any time after December 31, 1985 by the affirmative vote of the then record Owners of two-thirds (2/3) of the total votes eligible to be voted by all of the members of the Association, as long as such amendment does not operate to annul any material part hereof. Notwithstanding the above, Section 16 of this Declaration shall not be amended without the consent of the Declarant.

Each such amendment of this Declaration shall be evidenced by an instrument in writing, signed and acknowledged by any two (2) officers of the Association, setting forth in full the text of such amendment, the appropriate recording data of this Declaration, and certifying that such amendment has been approved by the affirmative vote of Owners casting two-thirds (2/3) of the total votes eligible to be voted by all of the members of the Association. Said amendment shall become effective upon the recording of said instrument in the Register's Office, Sauk County, Wisconsin.

No amendment which materially affects the rights and privileges of Declarant shall become effective unless and until approved, in writing, by Declarant. Notwithstanding any provision to the contrary contained herein, the Owners shall have no power to enact an amendment to this Declaration which materially affects the rights or security interests of any Mortgagee of Record, without first obtaining the written consent of such affected Mortgagee of Record.

17.3 Amendment By Declarant. Declarant reserves the right to amend this Declaration, without the approval of any other Owners or the Association or Mortgagee of Record, for whatever reason, at any time prior to December 31, 1985. Declarant further reserves the right, so long as it owns one (1) or more Undivided Interest primarily for the purpose of sale, to the extent permitted by law, to unilaterally amend this Declaration as may be required by any lending institution, title insurance company, or public body, or as may be necessary to conform the same to the requirements of law, or to facilitate the operation and management of the Campground or the sale of Undivided Interests therein. Declarant further reserves the right, as long as it is deemed the Owner of any Undivided Interests representing an aggregate undivided ownership interest of ten percent (10%) of the total Undivided Interests submitted to this Declaration, to change the arrangement of the Campground sites, the Common Property, to change the number of Campground sites within the Campground, to construct additional Common Property and to unilaterally effectuate any such amendments to this Declaration and/or the By-Laws as may be necessary or required in Declarant's sole discretion to effectuate such actions, provided that such Amendment shall not increase the proportion of Common Expenses borne by Owners, decrease an Owner's voting rights or decrease the size of an Owner's Undivided Interest. Any such amendments to this Declaration shall become effective upon the recording in the Register's Office, Sauk County, Wisconsin, of an instrument executed by Declarant, setting forth the text of such amendment in full, together with the appropriate recording data of this Declaration. Such amendment need only be executed and acknowledged by Declarant, and need not be consented to by any Owners, the Association, any Mortgagees of Record, lienholders or any other parties.

18. MISCELLANEOUS.

18.1 Conveyance of Lesser Title. By accepting title to an Undivided Interest in the property herein described, the owner thereof, for himself and his successors in interest, agrees that he will not convey, lease, or transfer a lesser Undivided Interest in the Campground herein described than was conveyed to him.

18.2 Conveyance to Association. Declarant reserves the right, in its sole discretion, to convey any unsold Undivided Interests to the Association, to be disposed of in such manner as the Association and its members elect.

18.3 Captions. Section captions in this Declaration and the Campground Instruments and in any exhibits annexed thereto are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

18.4 Plural, Gender. As the individual application of the provisions of this Declaration requires: the singular forms of words shall be deemed to include the plural; the plural forms shall be deemed to include the singular; and the terms referring to one gender shall be deemed to refer to the other gender as well.

18.5 Successors and Assigns. As used in the provisions of this Declaration, the reference to "Declarant" is deemed also to include the successors or assigns of DELLONA ENTERPRISES, INC.

18.6 Interpretation. The provisions of the Campground Instruments shall be liberally construed to effectuate the purpose of ensuring that the Campground shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each Owner as a vacation resort.

18.7 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions, which shall remain in full force and effect.

18.8 Waiver. No restriction, condition, obligation, or provision contained in the Campground Instruments 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.

18.9 Binding Effect. The provisions of the Campground Instruments shall be binding upon all parties having or acquiring any Undivided Interest or any right, title, or interest therein, and shall be for the benefit of each Owner, his heirs, successors, and assigns. Each Owner (including Declarant) shall be fully discharged and relieved of liability on the covenants contained therein, in his capacity as Owner, insofar as such covenants relate to each Undivided Interest, upon ceasing to own such Undivided Interest and upon paying all sums and performing all obligations thereunder, up to the time his ownership interest terminates, as provided herein.

18.10 Notices. Any notice required to be sent to any Owner or the Association under the provisions of this Declaration shall be deemed to have been properly sent when (i) mailed, postage prepaid, to the Owner's last known address or to the Association's Secretary as same appears on the records of the Association provided to the Declarant at the time of such mailing or (ii) when delivered personally to the Owner or Secretary of the Association.

18.11 Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Wisconsin.

19. GRANTEE'S ACCEPTANCE.

Each grantee or purchaser of any Undivided Interest shall, by acceptance of a Warranty Deed conveying title thereto, whether from Declarant or from any subsequent Owner of such Undivided Interest, accepts such deed subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with Declarant and the grantee or purchaser of each Undivided Interest to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

DELLONA ENTERPRISES, INC.

BY: Kenn R. Kein
President

STATE OF ~~WISCONSIN~~ Florida:

COUNTY OF ~~SAUK~~ Lee:

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Kenn R. Kein, who upon oath, acknowledged himself to be President of DELLONA ENTERPRISES, INC., a corporation, the within-named person with whom I am personally acquainted, and who acknowledged that he executed the within and foregoing instrument for the purposes therein contained, he being authorized so to do as President of said Corporation.

Witness my hand and official seal of office on this the 11 day of December 1984.

Deanna R. Hallett
Notary Public

My commission expires: Notary Public, State Of Florida At Large
My Commission Expires Aug. 15, 1988
Bonded By SAFECO Insurance Company of America