

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

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

WHEREAS, the Declaration has previously been amended by an Amendment recorded August 13, 1985, in the office of the Register of Deeds for Sauk County, Wisconsin, on Reel 405, Image 688, as Document No. 417279; and also by Amendment recorded March 25, 1988, in the office of the Register of Deeds for Sauk County, Wisconsin, on Reel 461, Image 716, as Document No. 509276; and also by Amendment recorded August 29, 1989, in the office of the Register of Deeds for Sauk County, Wisconsin, in Volume 002, page 519, as Document No. 528419; and

WHEREAS, the amendments recited herein are only binding upon those purchasing an interest in the Christmas Mountain Campground Villas on or after the date of execution of this amendment, and in no way alter the rights, duties and privileges of those who acquired an interest prior to the date of execution of this amendment;

WHEREAS, the Declarant wishes to further amend provisions of the Declaration pursuant to Article 17.3;

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

1. Section 1.33 is hereby amended in its entirety to read as follows:

"Recreational Vehicle Member" means an Owner whose membership in the Association entitles him to the right to occupy and use a specific Recreational Vehicle Campsite for a specific week each year, or entitles such Owner, if enrolled in the Flexible Use Program, to use and occupancy of a Recreational Vehicle Campsite at any time, subject to availability and the Reservation Procedure provided by such Member's participation in the Flexible Use Program as defined in Sections 1.43 and 2.5.2, below.

2. Section 1.35 is hereby amended in its entirety to read as follows:

"Undivided Interest" shall mean a 1/5400th fractional interest as tenant in common in the Property, which shall entitle the Owner to the exclusive use and occupancy of a specific Campsite for a specific week each year, as identified in the Owner's Land Contract and/or Warranty Deed, and which shall entitle an Owner who has enrolled in the Flexible Use Program to the use and occupancy of a Campsite of the same type as such Owner's Campsite at any time, subject to availability and the Reservation Procedure for the "Flexible Use Program", as defined in Sections 1.43 and 2.5.2 below.

3. Section 1.38 is hereby amended in its entirety to read as follows:

"Wilderness Member" means an Owner whose membership in the Association entitles him to the right to occupy and use a specific Wilderness Campsite for a specific week each year, or entitles such Owner, if enrolled in the Flexible Use Program, to use and occupancy of a Wilderness Campsite at any time, subject to availability and the Reservation Procedure provided by such Member's participation in the Flexible Use Program, as defined in Sections 1.43 and 2.5.2, below.

4. Section 1.41 is hereby amended in its entirety to read as follows:

"Cottage Member" means an Owner whose membership in the Association entitles him to the right to occupy and use a specific Cottage Campsite for a specific week each year and entitles such Owner, if enrolled in the Flexible Use Program, to use and occupancy of a Cottage at any time subject to availability and the Reservation Procedure as provided by such Owner's participation in the Flexible Use Program, as defined in Sections 1.43 and 2.5.2 below.

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

1.42 "Warranty Deed" means that certain instrument by which legal title to an Undivided Interest is conveyed to an Owner, subject, however, to this Declaration, zoning codes, easements and restrictions of record.

1.43 "Flexible Use Program" shall mean the plan by which any Owner may submit his or her Undivided Interest to a common pool of Undivided Interests with other Owners, surrendering the Owner's right to exclusive use and occupancy of his or her specific Campsite for a specific week (as identified in the Owner's Land Contract or Warranty Deed) in exchange for a nonexclusive right with all other Owners who have submitted their Undivided Interests to the Flexible Use Program to use and occupancy at any time of an Accommodation of the same type as that submitted by the Owner, subject to the Reservation Procedure described in Section 2.5.2, below. Any Owner who acquired his or her Undivided Interest prior to the effective date of this amendment is automatically enrolled in the Flexible Use Program.

1.44 "Land Contract" shall mean a land contract by which an Owner acquires equitable title to an Undivided Interest, subject to the terms and conditions contained therein. Each land contract shall be in writing, and public record thereof shall be evidenced by either (i) the land contract or (ii) an affidavit setting forth the identity of the Owner, the Undivided Interest purchased, and the date of the land contract, recorded in the Office of the Register of Deeds for Sauk County, Wisconsin.

6. Section 2.4 is hereby amended in its entirety to read as follows:

2.4 Rights of Owners. Subject to the payment of all assessments as might be levied by the Association or Declarant hereunder, and subject to the provisions of the Declaration, including Section 2.5, and the Rules and Regulations as might be adopted applicable to the Property and Accommodations, each Owner shall have the exclusive right to use and occupancy of the Owner's Campsite for the week each year identified in the Owner's Land Contract and/or Warranty Deed unless such Owner has submitted his or her Undivided Interest to the Flexible Use Program, and the nonexclusive right with the other Owners to use and occupy the Property (as tenants in common) and to use and occupy the Campsites otherwise available, for the purposes permitted by this Declaration. Use of Campsites by Owners enrolled in the Flexible Use Program shall be subject to the reservation procedures as set forth herein and in the Rules and Regulations applicable to the Christmas Mountain Campground. Use of Campsites shall be limited by an Owner's designated class of use as herein specifically defined.

7. Section 2.5.2 is hereby amended in its entirety to read as follows:

2.5.2 Flexible Use Program - Reservation Procedure. Only Owners who have submitted their Undivided Interests to the Flexible Use Program may reserve use of a Campsite pursuant

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

8. The final sentence of Section 2.9 is hereby amended in its entirety to read as follows:

Unoccupied Campsites are any Campsites in any given week which are neither owned by an Owner other than Declarant nor reserved by an Owner under the Flexible Use Program.

9. There is hereby added to Section 2 new subsections to read as follows:

2.11 An Owner who has not submitted his or her Undivided Interest to the Flexible Use Program shall be entitled to use and occupancy of his or her Campsite during his or her week and to use any of the amenities located on the Common Property, at any time, subject to the terms of this Declaration.

2.12 Ownership. Title to the Property shall be vested in the Owners of Undivided Interests, subject to the Land Contract vendor's interest, if any, of Declarant.

IN WITNESS WHEREOF, Declarant has caused this Fourth Amendment to be executed this 29th day of January, 1990.

DELLONA ENTERPRISES, INC., Declarant

By: Kenn R. Keim President

Attest: LuAnne Keim Secretary

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF LEE )

Personally came before me this 29th day of January 1990, the above-named Kenn R. Keim as President, and LuAnne Keim, as Secretary, of Dellona Enterprises, Inc., to me known to be such persons of the corporation who executed the foregoing instrument and acknowledged the same on behalf of the corporation.

Carrie Craft  
Notary Public, Lee County, Florida  
My Commission:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 29, 1990  
BONDED THRU GENERAL INS. UND.