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COUNTY OF SAUK

ON July 13 1994

Document No. 471915

Mary Klitzgenmeyer
REGISTRAR 44.00cb

SIXTH AMENDMENT

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

THIS SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Christmas Mountain Campground is made as of the 17th day of June, 1994 by Dellona Enterprises, Inc., a Wisconsin corporation, hereinafter, together with its successors and assigns who come to stand in the same relation to the property as did their predecessor in title, referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant did record 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, that certain Declaration of Covenants, Conditions and Restrictions for Christmas Mountain Campground (hereinafter referred to as the "Original Declaration");

WHEREAS, the Declaration has previously been amended by (1) a First Amendment recorded in the office of the Register of Deeds for Sauk County, Wisconsin on August 13, 1985 on Reel 405, Image 688, as Document No. 477279; (2) a Second Amendment recorded in that office on March 25, 1988 on Reel 461, Image 716, as Document No. 509276; (3) a Third Amendment recorded in that office on August 29, 1989 in Volume 002, page 519, as Document No. 528419; (4) a Fourth Amendment dated January 29, 1990 recorded in that office on Volume 002, page 556, as Document No. 534323 (the "Fourth Amendment"); and (5) a Fifth Amendment recorded in that office on October 9, 1991 in Volume 002, page 797, as Document No. 555665 (the Original Declaration, as amended by the foregoing amendments, are hereinafter referred to collectively as the "Declaration");

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

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

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

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

NOW THEREFORE, Declarant does, by these presents, hereby amend the Declaration as follows:

1. Section 1.14 of the Declaration is amended by deleting the last sentence of that section in its entirety and substituting therefore the following:

Each Owner of an Undivided Interest shall have an Undivided Interest in the Common Surplus in the same percentage as he owns an Undivided Interest in the Campground Property. Each Owner of a Resort Interest shall have a Resort Interest in the Common Surplus in the same percentage as he owns a Resort Interest in the Campground Property.

2. Section 1.15 of the Declaration is amended by inserting after the words "Undivided Interests" the words "and Resort Interests."

3. Section 1.22 of the Declaration is amended by inserting after the words "Undivided Interest" the words "or Resort Interest."

4. Section 1.23 of the Declaration is amended by deleting that section in its entirety and substituting therefore the following:

1.23 "Owner" means the Owner of an Undivided Interest and shall also include the Owner of a Resort Interest. The rights of Owners are as set forth in the Declaration, as amended, and except to the extent otherwise provided in such Declaration, as amended, and in the Rules and Regulations of the Association, the rights of Owners shall be the same. Owners of Resort Interests may be described as "Preferred Resort Interest Owners," as hereinafter defined, or "Regular Resort Interest Owners," as hereinafter defined.

5. Section 1.36 of the Declaration entitled "Warranty Deed" is amended by deleting that section in its entirety and substituting therefore the following:

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

6. The Declaration is amended by deleting in its entirety the section designated in the Fourth Amendment as Section 1.42 and entitled "Warranty Deed," as that section is repetitive of Section 1.36 in the Original Declaration.

7. The Declaration is amended by deleting in its entirety the paragraph designated in the Fourth Amendment as Section 1.43 and entitled "Flexible Use Program" and substituting therefore the following:

1.43 "Flexible Use Program" shall mean the plan by which (i) an Owner of an Undivided Interest may submit his or her Undivided Interest to a common pool of Undivided Interests with other Owners; or (ii) an Owner of a Resort Interest may submit his or her Resort Interest to a common pool of Resort Interests with other Owners. The Owner of an Undivided Interest who so submits his or her Undivided Interest to the common pool surrenders his or her right to the exclusive use and occupancy of a 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 the use and occupancy at any time of a Campsite 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. The Owner of a Resort Interest who so submits his or her Resort Interest to the common pool surrenders his or her right to the exclusive use and occupancy of a specific Campsite for a specific time period (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 Resort Interests to the Flexible Use Program to the use and occupancy of a Campsite for a specific week during a time period of the same type as that submitted by the Owner, subject to the Reservation Procedure described in Section 2.5.2 below.

8. Section 1.44 of the Declaration as set forth in the Fourth Amendment and entitled "Land Contract" is amended by inserting after the words "Undivided Interest" the words "or Resort Interest."

9. Section 1.43 of the Declaration as set forth in the Fifth Amendment and entitled "Permanent R.V. Member" is amended by inserting after the words "Undivided Interest"

the words "or Resort Interest." The Declaration is further amended by renumbering that Section designated as Section 1.43 in the Fifth Amendment such that the Section is now designated as Section 1.45.

10. Section 1 of the Declaration is amended by adding thereto the following sections:

1.46 "Preferred Resort Interest Owner" means an Owner of a Resort Interest who has acquired rights to reserve Preferred Time, as herein defined.

1.47 "Preferred Time" means Unit Weeks 21 through 43, inclusive and is sometimes referred to as "Red Time."

1.48 "Regular Resort Interest Owner" means an Owner of Resort Interests who is entitled to reserve Regular Time.

1.49 "Regular Time" means Unit Weeks comprised of 1 through 20, inclusive and 44-52, inclusive, sometimes referred to as "White and Blue Time."

1.50 "Resort Interests" shall mean an undivided one-third (1/3) fractional tenant-in-common interest in an Undivided Interest, as defined hereinabove, such, therefore, being construed as a one-third (1/3) fractional tenant-in-common interest of an undivided One Five Thousand Four Hundredth (1/5400) fractional Undivided Interest as tenant-in-common in the Property. Such interest shall entitle the Owner to the exclusive use and occupancy of a specific Campsite for a specific time period, as identified in the Owner's Land Contract or Warranty Deed or, shall entitle an Owner who has enrolled in the Flexible Use Program to the use and occupancy of a Campsite for specific week during a time period of the same type as such Owner's time period, subject to availability and the Reservation Procedure for the Flexible Use Program, as set forth in Section 1.43 and Section 2.5.2 below. To facilitate identification and conveyance of Resort Interests, Declarant may number such Resort Interest sequentially as so determined by Declarant.

1.51 "Unit Weeks" shall mean a one week time period and shall be computed as follows:

Unit Week One (1) is the seven (7) days commencing on the first Saturday in each calendar year. Unit Week Two (2) is the seven (7) days succeeding Unit Week One (1). The remaining Unit Weeks, up to and including Unit Week Fifty-One (51) are computed in a like manner. Unit Week Fifty-Two contains the seven (7) days succeeding the end of Unit Week Fifty-One (51) without regard to the month or year and contains any excess days not assigned to Unit Week One (1) through Fifty-One (51). Such Unit Weeks run from 12:00 p.m. on the first Saturday of the Unit Week to 12:00 p.m. on the last Saturday of the Unit Week and are usable subject to the terms of this Declaration and the Rules and Regulations governing Unit Weeks, including, but not limited to regulations for check-in and check-out.

11. Section 2.1 of the Declaration is amended by inserting after the words "Undivided Interest" the words "or Resort Interest."

12. Section 2.3 of the Declaration is amended by inserting after the words "Undivided Interests" the words "or Resort Interests."

13. Section 2.4 of the Declaration is hereby amended by deleting that paragraph in its entirety and substituting therefore the following:

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 the use and occupancy of a specific Campsite for a week each year, as identified in the Owner's Land Contract and/or Warranty Deed, unless such Owner has submitted his or her Undivided Interest or Resort Interest to the Flexible Use Period, and the nonexclusive right with the other Owners to use and occupy the Property, including the Accommodations located thereon (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 hereinafter specifically defined.

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

2.5.2 Reservation Procedure.

(a) This subparagraph (a) and the reservation procedures established herein shall be applicable only to Owners of Undivided Interests. Only Owners who have submitted their Undivided Interests to the Flexible Use Program may reserve use of a Campsite pursuant to the procedure hereinafter described. An Owner who has not submitted his or her Undivided Interest to the Flexible Use Program shall be entitled to the use and occupancy of the Campsite purchased during the week purchased, as identified on said Owner's deed or land contract, without reservation, but may not reserve a Campsite at any other time. Prior to use of any Campsite, an Owner enrolled in the Flexible Use Program must reserve use of a Campsite in accordance with this Declaration. The Management Firm, with the approval of the Board of Directors, shall promulgate general guidelines and procedures for the purpose of maximizing the use of the Campsites by all Owners. The Management Firm shall notify the Owners of the guidelines and procedures (i) at the time that each Owner acquires an interest in the Campground Property, by inclusion in the disclosure materials, (ii) each time there is a material change, by written notice as provided below in Section 18.10, and (iii) by posting at the Reservation Office and such other locations on the Campground Property as may be designated for notices of general information to Owners. The reservation may be made for such period of time as desired by the Owner, provided, however, that no Owner's use of a Campsite (other than a Permanent R.V. Campsite) shall exceed a period greater than 14 consecutive days. Any Owner who has occupied a Campsite (other than a Permanent R.V. Campsite) for 14 consecutive days must vacate the Campground Property and all Campsites for a period of no less than 7 consecutive days following the expiration of the first 14 days before such Owner shall be allowed to occupy the same Campsite or another Campsite as may be available for use. With the exception of Permanent R.V. Members, each Owner will be permitted to occupy the Campsites for a maximum of 26 weeks in a fiscal year (July 1 through June 30). A Permanent R.V. Member shall have no restriction on his or her occupancy of his or her Permanent R.V. Campsite. With the exception of Permanent R.V. Members, rights of occupancy of the Members are subject to

compliance with the reservation procedures established in the campground rules and regulations of the Association.

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

15. Section 2.6 of the Declaration is amended by inserting after the first sentence, the following sentence:

Each Resort Interest with appurtenant Park Model Membership which is sold shall constitute a one-third (1/3) undivided fractional tenant-in-common interest in an Undivided Interest with appurtenant Park Model Membership.

16. Section 2.65 of the Declaration is amended by inserting after the first sentence, the following sentence:

Each Resort Interest with appurtenant Cottage Membership which is sold shall constitute a one-third (1/3) undivided fractional tenant-in-common interest in an Undivided Interest with appurtenant Cottage Membership.

17. Section 2.8 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear therein the words "or Resort Interest." Where appropriate, the words "or Resort Interests" shall be inserted if the previous words used regarding Undivided Interest are, as well, in the plural.

18. Section 2.9 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear therein the words "or Resort Interest." Where appropriate, the words "or Resort Interests" shall be inserted if the previous words used regarding Undivided Interest are, as well, in the plural.

19. Section 2.10 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear therein the words "or Resort Interest." Where appropriate, the words "or Resort Interests" shall be inserted if the previous words used regarding Undivided Interest are, as well, in the plural.

20. Section 2.11 of the Declaration is amended by inserting after the words "Undivided Interest" the words "Resort Interest."

21. Section 2.12 the Declaration is amended by deleting that section in its entirety and substituting therefore the following:

2.12 Ownership. Fee simple title to the Campground Property shall be vested in Declarant and the Owners of Undivided Interests and the Owners of Resort Interests, being fractional interests of an Undivided Interest, subject to the Land Contract Vendor's Interest, if any, of Declarant. Other than for the creation of Resort Interests by Declarant, each and every Owner of an Undivided Interest does, by acceptance of a deed to an Undivided Interest, covenant and agree that no Owner shall seek partition of his or her Undivided Interest from the remaining Undivided Interest within the Property until such time as these covenants may expire as

provided in Section 17 hereof. Furthermore, each and every Owner of an Undivided Interest, by acceptance of a deed to any Undivided Interest, does thereby agree that no singular Undivided Interest shall be further divided, partitioned or in any way fractionalized or segmented unless approved in writing by the Declarant so long as Declarant owns any Undivided Interest or Resort Interest. The creation of Resort Interests by the Declarant shall be permitted.

Moreover, each and every Owner of a Resort Interest, by acceptance of a deed to any Resort Interest, does thereby agree that no singular Resort Interest shall be further divided, partitioned, or in any way fractionalized or segmented unless approved in writing by the Declarant so long as Declarant owns any Undivided Interest or Resort Interest. The creation of Resort Interests by Declarant shall not be deemed to be a division, partition, fractionalization or segmentation of any Undivided Interest, so long as such Resort Interest is created by Declarant and, once created, each Owner of a Resort Interest shall have the right to further convey such interest in its form as conveyed by Declarant so long as such Resort Interest is not further divided, partitioned, or in any way fractionalized or segmented unless approved in writing by the Declarant so long as Declarant owns any Undivided Interest or Resort Interest.

22. Section 2 of the Declaration is amended by adding thereto a new section designated Section 2.13 as follows:

2.13 Limitation on Use by Resort Interest Owners. Each Owner of a Resort Interest in the Campground Property (other than Declarant) shall be designated, at the time of purchase of such Resort Interest, either a Preferred Resort Interest Owner or a Regular Resort Interest Owner or such additional designation as may be established by the Declarant in respect to Campsites as might be developed by Declarant. The rights of Owners of Resort Interests shall be as follows:

- (1) a Preferred Resort Interest Owner enrolled in the Flexible Use Program shall, subject to the reservation procedures, be entitled to use and occupy a Campsite during Preferred Time.
- (2) A Regular Resort Interest Owner enrolled in the Flexible Use Program shall, subject to the Reservation Procedures, be entitled to use and occupy a Campsite during Regular Time.

(3) Preferred Resort Interest Owners and Regular Resort Interest Owners shall, unless otherwise designated by the Management Firm, be limited to occupancy of a pre-determined group of Campsites and shall be required, as provided by the Management Firm, to pay such occupancy fees and charges prior to occupancy of any such Campsite.

(4) An Owner of a Resort Interest who has not submitted his or her Resort Interest to the Flexible Use Program shall be entitled to use and occupancy of a specific Campsite during his or her Unit Week and to use any of the amenities located on the Recreational Property at any time subject to the terms of this Declaration.

23. Section 3 of the Declaration (including Sections 3.1, 3.2 and 3.3 thereof) is amended by, in each place where the words "Undivided Interest" are used, inserting immediately thereafter the words "or Resort Interest." Where appropriate, the words "or Resort Interests" shall be inserted if the previous words used regarding an Undivided Interest are, as well, in the plural.

24. Section 4 of the Declaration is amended by inserting after the words "Undivided Interests" wherever they appear the words "or Resort Interests."

25. Section 5.2 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest."

26. Section 5.4 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest."

27. Section 5.5 of the Declaration is amended by deleting such section in its entirety and substituting therefore the following:

5.5 Voting.

(a) 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.

(b) The voting rights of Owners of Resort Interests shall be as set forth in this paragraph. One (1) vote may be cast with respect to each Resort Interest owned by each Owner of a Resort Interest provided, however, the weight of such vote shall be equivalent to one-third (1/3) of the entire vote as might be cast by an Owner of an Undivided Interest in respect to such Undivided Interest. Each vote for each Resort Interest owned by an Owner of a Resort Interest is equal in weight to each other vote for each Resort Interest owned by each Owner. In the event a Resort 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 Resort Interest owned by Declarant primarily for the purpose of sale (such vote subject to the provisions of this subparagraph relating to the weight of Resort Interest votes). 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.

(c) 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.

28. Section 5.6 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear therein the words "or Resort Interest." Where appropriate, the words "or Resort Interests" shall be inserted if the previous words used regarding an Undivided Interest are, as well, in the plural.

29. Section 5.7, paragraph (a) of the Declaration is amended by inserting after the words "Undivided Interests" the words "and Resort Interests."

30. Section 5.7 of the Declaration is further amended by inserting after the words "Undivided Interests" in the second to last sentence of that section the words "or Resort Interests."

31. Section 5.8 of the Declaration is amended by inserting after the words "Undivided Interests" the words "or Resort Interests."

32. Section 6.2 of the Declaration is amended by deleting the first paragraph of that section in its entirety and substituting therefor the following:

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 and Resort Interests are sold and Warranty Deeds for such Undivided Interests and Resort Interests recorded) shall be required to pay an Annual Maintenance Fee for each Undivided Interest or Resort 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 or Resort 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:

33. Section 6.2 of the Declaration is further amended by deleting the last paragraph of that section in its entirety and substituting therefor the following:

Notwithstanding any provision of this Section 6 to the contrary, after ninety percent (90%) of the Undivided Interests and Resort Interests are sold and Warranty Deeds for such Undivided Interests and Resort 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. Notwithstanding any other provision contained in this Declaration to the contrary, the Annual

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Maintenance Fee provided for in the Declaration payable by each Owner of a Resort Interest shall be one-third (1/3) of the Annual Maintenance Fee payable by each Owner of an Undivided Interest.

34. Section 6.4, paragraph (g) of the Declaration is amended by inserting after the words "Undivided Interest Owner" the words "or Resort Interest Owner."

35. Section 6.6 of the Declaration is amended by inserting after the words "Undivided Interest" the words "or Resort Interest."

36. Section 6.9 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest."

37. Section 6.10 of the Declaration is amended by changing the title thereof to the following "Effect of Transfer of Undivided Interest or Resort Interest."

38. Section 6.10 is further amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest."

39. Section 6.11 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest."

40. Section 6.12.2 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest."

41. Section 6 is amended by adding thereto a new section designated as Section 6.12.4 as follows:

6.12.4 Assessments Against Resort Interest Owners. The assessments levied pursuant to the terms of this Section 6 against a Resort Interest Owner shall be one-third (1/3) of the assessment as might be levied against an Owner of an Undivided Interest.

42. Section 7 of the Declaration (including Sections 7.1 and 7.2 thereof) is amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest."

43. Section 8 of the Declaration (including Sections 8.1, 8.2, and 8.3 thereof) is amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest."

44. Section 9.1 is amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest."

45. Section 10 of the Declaration (including Sections 10.1 and 10.2 thereof) is amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest."

46. Section 12.5 of the Declaration is amended by inserting after the words "Undivided Interests" wherever they appear the words "or Resort Interests."

47. Section 13.3 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest." Where appropriate, the words "or Resort Interests" shall be inserted if the previous words used regarding an Undivided Interest are, as well, in the plural.

48. Section 13.5 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest".

49. Section 15 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest." Where appropriate, the words "or Resort Interests" shall be inserted if the previous words used regarding an Undivided Interest are, as well, in the plural.

50. Section 16 of the Declaration is amended by deleting the first paragraph thereof in its entirety and substituting therefor the following:

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 ownership interest in the Campground Property, including Undivided Interest Owners and Resort Interest Owners; and (ii) upon the consent of Mortgagees or Record holding mortgages on Undivided Interests and Resort Interests representing an aggregate undivided ownership interest of seventy-five percent (75%) of 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.

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51. Section 16 of the Declaration is further amended by deleting the last paragraph thereof in its entirety and substituting therefor the following:

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 or Resort Interest primarily for the purpose of sale.

52. Section 17.1 of the Declaration is amended by deleting the second sentence thereof in its entirety and substituting therefor the following:

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 ownership interest in the Campground Property, including Undivided Interest and Resort Interest Owners, and such instrument 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 and Resort Interests for an additional period of ten (10) years.

53. Section 17.3 of the Declaration is amended by deleting that section in its entirety and substituting therefor the following:

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 or Resort 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 or Resort Interests therein. Declarant further reserves the right, as long as it is deemed the Owner of any Undivided Interests or Resort Interests representing an aggregate undivided ownership interest of ten percent (10%) of the total ownership interest in the

Campground Property, 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 or Resort 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 Records, lienholders or any other parties.

54. Section 18.1 of the Declaration is amended by inserting after the words "Undivided Interest" the words "or Resort Interest." Where appropriate, the words "or Resort Interests" shall be inserted if the previous words used regarding an Undivided Interest are, as well, in the plural.

55. Section 18.2 of the Declaration is amended by inserting after the words "Undivided Interests" the words "or Resort Interest."

56. Section 18.3 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear the words "Resort Interest."

57. Section 16 of the Declaration is amended by inserting after the words "Undivided Interest" wherever they appear the words "or Resort Interest."

VGL 003 PAGE 283

IN WITNESS WHEREOF, the undersigned Declarant has caused these presents to be duly executed the day and year first above written.

DELLONA ENTERPRISES, INC.,
a Wisconsin corporation

By: *Randy L Keim*
President *RANDY L KEIM*

Attest: *Luanne Keim*
(Assistant) Secretary
LUANNE KEIM

[Seal]

STATE OF FloridaCOUNTY OF Lee

I, Carrie Broullire, a notary public in and for the State and County aforesaid, do certify that Randy L. Keim, President and LuAnne Keim, (Assistant) Secretary, whose names are assigned to the writing above, bearing date on the 17th day of June, 1994; have acknowledged the same before me on behalf of Dellona Enterprises Inc., the signatory to the aforesaid writing, such writing being the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions in my County aforesaid. Given under my hand and seal this 17th day of June, 1994.

Carrie Broullire

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 29, 1994
BONDED THRU GENERAL INS. UND.

My Commission Expires:

This Document Drafted By and
Return to:

James J. Scavo, Esq.
WEINSTOCK & SCAVO, P.C.
3405 Piedmont Road, N.E.
Suite 300
Atlanta, Georgia 30305

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RDI VACATION CLUB
MULTI-LOCATION DEVELOPER
SUPPLEMENT TO DISCLOSURE STATEMENT
WISCONSIN USE ONLY

VILLAS AT CHRISTMAS MOUNTAIN
TIMBERS AT CHRISTMAS MOUNTAIN
CHRISTMAS MOUNTAIN CAMPGROUND

Wisconsin law (Section 707.43, Wis. Stats.) requires certain disclosures be made by multi-location developers. Many of these required disclosures are contained in the Summary RDI Vacation Club Public Offering Statement (the "POS"), which you have received and which has been registered under the laws of the State of Florida. This disclosure identifies the portions of the POS which contain those disclosures and makes certain other disclosures required by Wisconsin law.

1. The procedures for qualifying for and effectuating rights in time-share units in the RDI Vacation Club are contained in the POS at pages 16-18 and 47.

2. The limitations, restrictions and priorities employed in operation of the RDI Vacation Club, including limitations on reservations, use or entitlement rights are contained in the POS at pages 16-18 and 47. All limitations, restrictions or priorities employed in the operation of the RDI Vacation Club, including limitations on reservations, use, or entitlement rights, are based upon the Demand Balancing System, as defined in the POS. The Demand Balancing System is premised upon the usage value placed upon a nightly or weekly occupancy, which usage value is expressed in terms of Vacation Points. Please review pages 16 through 18 and 47 of the POS for further information.

3. Use is arranged on a space-available basis. The developer does not guarantee fulfilling specific requests for use.

4. The name and address of the site of each time-share property in the RDI Vacation Club is contained in the POS at page 12-13.

5. The numbers of time-shares in each property available for occupancy is contained in the POS at Exhibit 3. In all cases, Dellona Enterprises, Inc. owns a fee interest and has granted to RDI Resources, Inc an exclusive perpetual option exercisable at will, in the time-share units, other than time-share units initially owned by a Converting Owner Beneficiary, as that term is defined in the POS. Units may be withdrawn from the RDI Vacation Club only under the circumstances and conditions set forth at pages 44-46 of the POS.

- 6. A. Number of time-share owners in the RDI Vacation Club as of May 1, 1994: 0.
- B. Number of properly made requests for use of time-share units in each property in the RDI Vacation Club as of May 1, 1994: 0
- C. Number of time-share owners who received the right to use a unit, expressed as a percentage of the time-share owners who properly requested such use:
N/A

THE PERCENTAGE OF TIME-SHARE OWNERS WHO RECEIVED THE RIGHT TO USE A UNIT IN THE TIME-SHARE PROPERTY DOES NOT INDICATE A PURCHASER'S PROBABILITIES OF BEING ABLE TO USE ANY TIME-SHARE UNIT, SINCE AVAILABILITY AT INDIVIDUAL LOCATIONS MAY VARY.

CHRISTMAS MOUNTAIN CAMPGROUND ASSOCIATION

OPERATING BUDGET

1995-1996

Description	Undivided Interest					Monthly	Yearly
	A	B	C	D	E		
Income:							
Maintenance Fees	163.75	215.25	211.75	438.20	386.40	94,050.08	1,128,601.00
Late Charge Inc	5.80	5.80	5.80	5.80	-0-	1,666.67	20,000.00
Winter Usage Inc	-0-	-0-	.33	-0-	-0-	25.00	300.00
Interest Inc	1.15	1.15	1.15	1.15	1.15	333.33	4,000.00
Total Income	170.70	222.20	219.03	445.15	387.54	96,075.08	1,152,901.00
Expense:							
Building & Equipment	7.11	7.25	7.08	11.92	52.00	3,016.25	36,195.00
Pool/Spa	1.20	1.20	1.20	1.20	14.00	414.50	4,974.00
Maintenance Weeks	-0-	-0-	-0-	6.67	-0-	991.67	11,900.00
Waste Disposal	4.28	4.28	4.28	4.28	4.28	1,250.00	15,000.00
Electric & Gas	14.44	19.34	20.13	52.80	55.98	10,622.08	127,465.00
Telephone	.58	.58	.58	14.28	-0-	2,204.42	26,453.00
Water & Sewer	5.78	13.09	12.01	13.59	25.00	3,509.92	42,119.00
Cablevision	-0-	11.52	8.64	10.16	-0-	2,310.50	27,726.00
Insurance	1.52	1.52	1.52	2.96	16.34	732.50	8,790.00
Accounting	.65	.65	.65	.65	.65	191.67	2,300.00
Association Meetings	.29	.29	.29	.29	.29	83.33	1,000.00
Lic/Reg/Tax/Leg	.30	.30	.30	.30	2.00	96.17	1,154.00
Office Expense	2.34	2.34	2.34	2.34	2.34	683.50	8,202.00
Newspapers	-0-	-0-	-0-	3.05	-0-	453.67	5,444.00
Postage	.95	.95	.95	.95	.95	277.50	3,330.00
P.O.A. Fee	14.50	14.50	14.50	14.50	34.50	4,335.25	52,023.00
Payroll	60.36	81.32	81.57	85.73	91.95	23,433.33	281,200.00
Payroll Taxes/Ins	13.28	17.89	17.95	18.86	20.23	5,155.33	61,864.00
Data Processing	2.50	2.50	2.50	2.50	2.50	730.25	8,763.00
Prov for Bad Debt	5.87	7.93	7.79	16.85	14.78	3,564.50	42,774.00
Collection Expense	3.20	3.20	3.20	3.20	-0-	918.75	11,025.00
Management Fee	15.00	15.00	15.00	30.00	30.00	6,687.50	80,250.00
Interior Reserve	-0-	-0-	-0-	110.89	-0-	16,495.83	197,950.00
Capital Improv Res	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Sub-total Expense	154.10	205.60	202.43	407.92	370.94	88,158.42	1,057,901.00
Real Estate Taxes	16.60	16.60	16.60	37.23	16.60		95,000.00
Total	170.70	222.20	219.03	445.15	387.54		1,152,901.00

Maintenance fees are assessed by the undivided interest to be paid annually, due and payable as billed June 1, 1995.

There will be a total of 5400 undivided interests. This 1995-1996 budget reflects a total of 3505 undivided interests.

- A. There are 600 total Wilderness Campsite undivided interests. THE 1995-1996 MAINTENANCE FEE IS \$163.75 PER WILDERNESS UNDIVIDED INTEREST.
- B. There are 150 total Park Model Campsite undivided interests. THE 1995-1996 MAINTENANCE FEE IS \$215.25 PER PARK MODEL UNDIVIDED INTEREST.
- C. There are 910 total R.V. Campsite undivided interests. THE 1995-1996 MAINTENANCE FEE IS \$211.75 PER UNDIVIDED INTEREST.
- D. There are 1785 total Cottage Campsite undivided interests. THE 1995-1996 MAINTENANCE FEE IS \$438.20 PER COTTAGE UNDIVIDED INTEREST.
- E. There are 60 total Permanent R.V. undivided interests. THE 1995-1996 MAINTENANCE FEE IS \$386.40 PER PERMANENT R.V. UNDIVIDED INTEREST.

The Developer will pay all expenses incurred in excess of the amounts collected from purchasers or undivided interest owners other than the Developer. This budget prepared by RDI Resort Services Corp., managing entity.

CHRISTMAS MOUNTAIN CAMPGROUND RESERVES 95-96

	EST LIFE	EST LIFE REMAINING	COTTAGE REPLACE COST	PARK MODEL REPLACE COST	TOTAL RESORT	ESTIMATED FUND BALANCE 5/31/95	EST 95-96 EXPENSE
INTERIOR RESERVE							
REFRIGERATOR	10 YEARS		600.00	600.00	69,000.00		2,400.00
RANGE	10 YEARS		350.00	350.00	40,250.00		350.00
DISHWASHER	10 YEARS		250.00		26,250.00		750.00
MICROWAVE	10 YEARS		200.00		21,000.00		400.00
AIR COND/FURNACE	7 YEARS		3,000.00	1,500.00	330,000.00		15,000.00
ICE MAKER	2 YEARS		150.00	150.00	17,250.00		2,250.00
WATER HEATER	6 YEARS		200.00	150.00	22,500.00		2,000.00
TELEVISIONS	5 YEARS		600.00	300.00	66,000.00		4,000.00
BARBEQUE GRILL	4 YEARS		75.00	75.00	8,625.00		1,500.00
SLEEPER SOFA	5 YEARS		600.00	600.00	69,000.00		14,400.00
CHAIR	5 YEARS		250.00	250.00	28,750.00		6,000.00
COFFEE TABLE	10 YEARS		125.00		13,125.00		250.00
END TABLE	10 YEARS		125.00		13,125.00		375.00
WINDOW TREATMENT	7 YEARS		500.00	300.00	55,500.00		2,300.00
DINING TABLE	10 YEARS		600.00	600.00	69,000.00		600.00
DINING CHAIRS	10 YEARS		600.00	400.00	67,000.00		6,500.00
PATIO FURNITURE	7 YEARS		200.00	200.00	23,000.00		0.00
QUEEN/FULL BED	12 YEARS		350.00	200.00	38,750.00		0.00
QUEEN/FULL MATTRESS	5 YEARS		300.00	200.00	33,500.00		7,300.00
MASTER DRESSER	15 YEARS		300.00		31,500.00		300.00
TWIN/BUNK BED	12 YEARS		200.00	300.00	24,000.00		500.00
TWIN/BUNK MATTRESS	5 YEARS		400.00	300.00	45,000.00		1,800.00
GUEST DRESSER	15 YEARS		300.00		31,500.00		0.00
NIGHT STAND	15 YEARS		450.00		47,250.00		0.00
LAMPS	7 YEARS		300.00		31,500.00		500.00
FLOOR LAMPS	7 YEARS		100.00	100.00	11,500.00		500.00
WALL COVERING	7 YEARS		1,200.00		126,000.00		8,000.00
FLOOR VINYL	5 YEARS		600.00	300.00	66,000.00		6,600.00
CARPET	5 YEARS		800.00	500.00	89,000.00		32,000.00
CHIMNEY CLEANING	2 YEARS		55.00		5,775.00		2,100.00
SMALLWARES			700.00	600.00	79,500.00		12,000.00
MISCELLANEOUS			250.00	100.00	27,250.00		5,000.00
LINENS/TOWELS			900.00	400.00	98,500.00		18,000.00
TOTAL INTERIOR		7 YEARS	15,630.00	8,475.00	1,725,900.00	340,325.00	153,675.00
PAVING	20 YEARS	6 YEARS			165,000.00		0.00
PAINTING	5 YEARS	2 YEARS			25,000.00		8,000.00
ROOF	20 YEARS	11 YEARS			75,000.00		5,000.00
VEHICLES	3 YEARS	2 YEARS			25,000.00		5,000.00
WASHERS/DRYERS	10 YEARS	4 YEARS			6,000.00		0.00
BOATS	2 YEARS	2 YEARS			5,000.00		0.00
MINIATURE GOLF	2 YEARS	2 YEARS			12,000.00		1,000.00
PLAYGROUND	15 YEARS	7 YEARS			12,000.00		0.00
CLUBHOUSE	30 YEARS	21 YEARS			70,000.00		4,000.00
BATHHOUSES	30 YEARS	22 YEARS			60,000.00		1,000.00
TOTAL MAINTENANCE					455,000.00	109,200.00	24,000.00
TOTAL RESERVE					455,000.00	449,525.00	177,675.00

EXHIBIT D (2)

RECEIVED

