

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 09-CA-34416-0

CLARCONA RESORT CONDOMINIUM
ASSOCIATION, INC.,

Plaintiff,
vs.

JURY TRIAL DEMANDED

SUN RESORTS, INC., et al.,
Defendant.

SUN RESORTS, INC. and
THE TRADING POST AT SUN
RESORTS, INC.,

Counterplaintiffs/Defendant,
vs.

CLARCONA RESORT CONDOMINIUM
ASSOCIATION, INC., VINCENT
BUFALINI, JAMES J. BOTSACOS,
PETER ANZELON, ERICH HOHM, and
KAREN GIBSON,

Counterdefendants/Plaintiff.

AMENDED COUNTERCLAIM

COME NOW, Counterplaintiffs, SUN RESORTS, INC. and THE TRADING
POST AT SUN RESORTS, INC., by and through their undersigned
attorneys, and sue Counterdefendants, CLARCONA RESORT CONDOMINIUM
ASSOCIATION, INC., VINCENT BUFALINI, JAMES J. BOTSACOS, PETER
ANZELON, ERICH HOHM, and KAREN GIBSON, and allege:

COUNT I - GENERAL ALLEGATIONS

1. This is an action for damages which exceed the sum of

\$15,000.00, exclusive of interest, attorneys' fees, and costs.

2. Counterplaintiff/Defendant, SUN RESORTS, INC. ("SRI"), is a Florida for-profit corporation with its principal place of business located in Orange County, Florida.

3. Counterplaintiff, THE TRADING POST AT SUN RESORTS, INC. ("THE TRADING POST"), is a Florida for-profit corporation with its principal place of business located in Orange County, Florida. SRI and THE TRADING POST are affiliated companies and work together at a large RV condominium community, the Clarcona Condominium Community, in the northeast part of Orange County, Florida ("CLARCONA"). SRI owns and operates sale and rental business and his campground operations in CLARCONA. THE TRADING POST operates the Trading Post store and retail operations in CLARCONA for SRI and their base of operations is located at The Trading Post store. SRI's business depends in a large part upon the success of the operations of THE TRADING POST at the Trading Post store.

4. Defendant, CLARCONA RESORT CONDOMINIUM ASSOCIATION, INC. (the "ASSOCIATION"), is a Florida not-for-profit corporation with its principal place of business located in Orange County, Florida.

5. Defendant, VINCENT BUFALINI ("BUFALINI"), resides in Orange County, Florida. At all times material hereto, BUFALINI has been and is a director of the ASSOCIATION.

6. Defendant, JAMES J. BOTSACOS ("BOTSACOS"), resides in Orange County, Florida. At all times material hereto, BOTSACOS has been and is a director of the ASSOCIATION.

7. Defendant, PETER ANZELON ("ANZELON"), resides in Orange

County, Florida. At all times material hereto, ANZELON has been and is a director of the ASSOCIATION.

8. Defendant, ERICH HOHM ("HOHM"), resides in Orange County, Florida. At all times material hereto, HOHM has been and is a director of the ASSOCIATION

9. Defendant, KAREN GIBSON ("GIBSON"), resides in Orange County, Florida. At all times material hereto, GIBSON has been and is a director of the ASSOCIATION.

10. At all times material hereto, the management and operations of the ASSOCIATION have been and are controlled by BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON, who through their director positions, hold a majority of the seats on the ASSOCIATION's board of directors. They take concerted action together and vote together as a board to maintain direct and unfettered control of the ASSOCIATION.

11. All conditions precedent to this action have occurred, have been performed, or have been waived.

COUNT I

BREACH OF DECLARATION, BYLAWS, AND SETTLEMENT AGREEMENT

12. SRI incorporates and realleges paragraphs 1 through 11 above as though fully set forth herein.

13. At all times material hereto, SRI was and is the developer (as defined by §718, Fla.Stat.) of CLARCONA and THE TRADING POST was and is a co-developer with SRI.

14. The property located in CLARCONA is subject to provisions of the Declaration of Condominium recorded in O.R. Book

3347, Page 2482, et seq, Public Records of Orange County, Florida (the "Declaration"). A copy of the Declaration is attached hereto and incorporated herein as Exhibit "A".

15. In pertinent part, paragraph 15 of the Declaration provides, that "Developer's Retention of Interest. The Developer may retain ownership in itself or another entity of certain land within the Condominium Property which shall be identified on the attached survey and plot plan as Tracts. If such land is so retained, the Developer or other entity intends to erect thereon certain buildings for use as offices, laundry, snack bars, recreational vehicle sales facilities directed toward Jellystone Park Campers, convenience store, gasoline and lp propane sales, or other commercial uses as in its opinion Developer or other entity deems supportive for the operation of the camp resort. It is agreed that such ownership and individual operation is separate and apart from the Condominium. Without further charge, Developer has the right of use of the Commons, Common Elements and Limited Common Elements for access over and above the Units in the Condominium; Developer also has the responsibility of placing its own insurance, both as to liability, property damage and all other kinds of insurance that is so desires. However, the said office or commercial facilities shall not be a part of the Condominium, but remains the property of the Developer or its successors and assigns...".

16. The bylaws of the ASSOCIATION were recorded in O.R. Book 3347, Page 2563, et seq., as part of the Declaration (the

"Bylaws"). In pertinent part, Article XVI, Section 3, paragraph ee of the Bylaws provides that "[N]either the Unit owners nor the Association nor their use of the Commons or Condominium Property shall interfere with the completion of the contemplated improvements or sale of the said Units by Developer. The Developer may make such use of the unsold Units, the Common Elements and the Commons as may facilitate such completion and sale including, but not limited to, maintenance of sales office, display of sale signs and showing of the Units for sale to prospective purchasers, and renting of Units to the camping public. Each Unit Owner, by acceptance of the Warranty Deed to a Unit, acknowledges that it is aware that Developer owns additional property contiguous to this Condominium which may be developed as on or more additional condominiums up to 1500 units. Developer may acquire additional property for development into condominiums adjacent thereto. Any additional condominiums will share recreational and other common facilities with this Condominium under the Commons Lease. Each Unit Owner further agrees that it will cooperate with all such development activities of Developer, including, but not limited to, any rezoning, construction activities, sales activities, and the like."

17. On or about October 12, 2006, SRI and the ASSOCIATION entered into a settlement agreement which resolved numerous issues which had culminated in a state court foreclosure lawsuit filed by the ASSOCIATION and a Chapter 11 bankruptcy proceeding initiated by SRI (the "Settlement Agreement"). A copy of the Settlement

Agreement is attached hereto and incorporated herein as Exhibit "B".

18. In pertinent part, paragraph 8 of the Settlement Agreement, Restrictions on Use of Property & Required Buffers, provides that "[t]here are no use restrictions hereby imposed on the Association or on Sun Resorts relating to the use of the properties are being transferred, on to the other, as a result of this Agreement..."

19. In pertinent part, paragraph 11 of the Settlement Agreement, Electricity, Water, Sewer, and Garbage Services, provides that "Sun Resorts will continue to pay any electrical bills for the Trading Post, the Real Estate Office, and the Sun Resorts manager/owner's residence. The Association, at its option, will install or caused to be installed a separate meter and separate service line to provide electricity to the Trading Post. On the fifth (5th) of each month, Sun Resorts will pay the Association 2.5 times the amount it costs to provide those services to one condominium unit per month for all of the water, sewer and garbage services for the Trading Post and the Sun Resorts manager/owner's residence consumed in one month. This charge will end when Sun Resorts sells a majority of its assets and/or stock."

20. In pertinent part, paragraph 23 of the Settlement Agreement, General Agreements, provides that "[b]oth parties agree that neither shall interfere with any right granted to the other party by the provisions herein, by Florida Statutes, by the Declarations of Condominium, or by the Articles of Incorporation or

the Bylaws of the Association..." and "[N]either party shall interfere with the business activities of the other as long as such business activities are conducted in accordance with all relevant condominium documents, rules, and Florida Statutes."

21. Pursuant to the Settlement Agreement, the ASSOCIATION transferred its office trailer/mobile home located on the property commonly known as Tract 3T (the "Tract 3T") to SRI. SRI is the owner of Tract 3T with no restrictions or limitations on its use of Tract 3T as the developer.

22. On or about November 13, 2008, SRI installed a sewer line to Tract 3T.

23. The trailer/mobile home on Tract 3T is the residence of an employee of SRI's support staff and the trailer/mobile home is currently used for housing, office, and storage purposes.

24. In 2009 the ASSOCIATION began to retroactively assess SRI for water, sewer, garbage and trash removal, and the costs to bring electricity to the Property.

25. At all times material hereto, SRI paid and continues to pay the electricity bills for Tract 3T.

26. By virtue of the provisions of the Declaration, Bylaws, and Settlement Agreement, SRI is exempt from, and does not have to pay for, water, sewer, and garbage and trash removal and the costs to bring electricity to Tract 3T.

27. The amount of the assessments have also been computed/determined with no rational basis to the actual costs incurred by the ASSOCIATION and are arbitrary and unreasonable.

28. The ASSOCIATION does not have the authority or ability to terminate and disconnect all of the utilities running to Tract 3T in the event SRI fails to pay the ASSOCIATION's assessments.

29. SRI contested the assessments made by the ASSOCIATION.

30. Despite the foregoing provisions of the Declaration, the Bylaws and the Settlement Agreement, the ASSOCIATION previously decided and planned to terminate all of the utilities serving and running to Tract 3T, including but not limited to, electricity, water, sewer, and garbage and trash removal.

31. The ASSOCIATION directed its maintenance personnel and agents to disconnect the utility lines and services to Tract 3T so that all utilities for Tract 3T would be terminated. The ASSOCIATION's personnel and agents physically attempted to disconnect the utilities on numerous occasions, but were prevented from doing so by SRI. SRI spent substantial time, effort, and monies to prevent the ASSOCIATION from disconnecting the utilities and the ASSOCIATION's actions interrupted and interfered with SRI's business operations. The disconnection of the utilities would have prohibited SRI from using the trailer/mobile home for housing, office, and storage purposes on Tract 3T and was designed to damage, disrupt and detrimentally affect SRI's business and business operations.

32. On or about August 10, 2010, SRI obtained an injunction prohibiting the ASSOCIATION from terminating, discontinuing, or disconnecting the utilities to Tract 3T in Case # 2010-CA-6703-0 (now consolidated with this action). SRI was forced to incur and

expend substantial sums for attorney's fees and costs and for the procurement of an injunction bond to prevent the ASSOCIATION from terminating, discontinuing, or disconnecting the utilities to Tract 3T. But for SRI's efforts and expenditures to obtain the injunction and the injunction bond, the ASSOCIATION would have improperly terminated the utilities to Tract 3T and damaged, disrupted and interfered with SRI's business operations.

33. At all times material hereto, THE TRADING POST and SRI paid the electricity bills for the Trading Post store.

34. Under the Declaration, the Bylaws, and the Settlement Agreement, the ASSOCIATION does not have the authority or ability to terminate, discontinue or disconnect the utilities running to the Trading Post.

35. Despite the foregoing provisions of the Declaration, the Bylaws and the Settlement Agreement, and to interfere with, damage, disrupt, and destroy the business operations of SRI and THE TRADING POST and their ability to generate income and profits, the ASSOCIATION previously decided to terminate, discontinue and disconnect the utilities serving and running to the Trading Post, including but not limited to, electricity, water and sewer.

36. Taking the new electrical meter which had been installed and refusing to allow SRI and THE TRADING POST to reconnect to the power line for the Trading Post (which line has been used for over 30 years), the ASSOCIATION cut off the electricity to the Trading Post.

37. The ASSOCIATION's personnel and agents physically

disconnected the utilities and have physically prevented the utility lines from being reconnected and the power from being restored to the Trading Post. The disconnection of the utilities has prohibited SRI and THE TRADING POST from utilizing the Trading Post as the base for their operations and as a retail convenience store. SRI and THE TRADING POST have lost numerous customers, rental income, and sales and have suffered substantial damages as a result of the disconnection of the utilities by the ASSOCIATION. The ASSOCIATION's disconnection of the utilities was designed to interfere with, damage, disrupt and destroy the business and business operations of SRI and THE TRADING POST.

38. Despite the foregoing provisions of the Declaration, the Bylaws and Settlement Agreement, and to interfere with, damage, disrupt, and destroy the business and business operations of SRI and THE TRADING POST and their ability to generate income and profits, the ASSOCIATION has taken several improper actions relating the Trading Post, including but not limited to:

a) removing parking spaces for customers in front of the Trading Post and installing tow away signs;

b) installing an LP gas dispensing tank in an effort to take over the LP gas dispensing operations of SRI and THE TRADING POST near the Trading Post;

c) blocking access by customers of SRI and THE TRADING POST to the Trading Post from the CLARCONA swimming pool; and

d) fencing off other portions of the Trading Post from customers of SRI and THE TRADING POST.

39. Despite the foregoing provisions of the Declaration, the Bylaws and the Settlement Agreement, and to further interfere with, damage, disrupt, and destroy the business and business operations of SRI and THE TRADING POST and their ability to generate income and profits, the ASSOCIATION has taken other improper actions relating to their property and property rights in CLARCONA, including but not limited to:

a) making material changes to the common areas without proper authorization;

b) removing the name "Sun Resorts" from the signage near the front entry gate;

c) turning away SRI's customers at the front entry gate;

d) removing SRI and its rights as the developer from the Bylaws without proper authorization;

e) advising third parties that SRI is no longer the developer and has no developer rights;

f) fencing off SRI's commercial field property to prevent customers and customer groups from patronizing the Trading Post;

g) applying for an RV operator's license to interfere with SRI's sales and campground operations;

h) applying to accept and accepting Passport America Camping Club memberships which SRI has been accepting for many years to compete with SRI;

i) directing customers at the front entrance gate in

CLARCONA to the ASSOCIATION's administration office so as to rent such customers Association-owned units;

j) installing an additional entrance to the Association-owned recreation hall to use as an entry point to sell food and beverages to the pool customers and other persons who would normally be customers of SRI and THE TRADING POST;

k) fencing and blocking off access to SRI's storage property;

l) cutting off the utilities to SRI's storage property;

m) removing members from the ASSOCIATION's board of directors;

n) changing the name of the community without the required vote of the ASSOCIATION's board of directors and the unit owners;

o) interfering in bad faith with SRI's plan to develop its commercial field property; and

p) making incorrect and untrue statements about SRI and THE TRADING POST to customers and third parties.

40. The ASSOCIATION has breached and violated the Declaration, Bylaws, and Settlement Agreement by taking the actions referenced in paragraphs 38(a)-(d) through 39(a)-(p) above.

41. SRI has demanded that the ASSOCIATION refrain from violating the Declaration, Bylaws, and Settlement Agreement, but the ASSOCIATION has failed and refused to do so.

42. As a direct and proximate result of the ASSOCIATION's breach of the Declaration, Bylaws, and Settlement Agreement, SRI

has suffered damages and will continue to suffer damages. Upon information and belief, SRI alleges that it has suffered damages exceeding \$1,000,000.00.

43. Pursuant to the Declaration, Bylaws, and Settlement Agreement, SRI is entitled to an award of attorneys' fees and costs.

44. Pursuant to the Declaration, Bylaws, and Settlement Agreement, SRI is entitled to an award of attorneys' fees and costs.

45. SRI has retained the undersigned law firm and is obligated to pay its attorneys a reasonable fee for their services together with all costs associated therewith.

WHEREFORE, Counterplaintiff, SUN RESORTS, INC., demands judgment against Counterdefendant, CLARCONA RESORT CONDOMINIUM ASSOCIATION, INC., for compensatory damages which exceed \$1,000,000.00, plus prejudgment interest, interest, attorneys' fees, costs, trial by jury on all issues so triable, and all such other and further relief as is just and proper.

COUNT II

TORTIOUS INTERFERENCE

46. SRI and TRADING POST reallege and incorporate paragraphs 1 through 11 and 13 through 39 above as though fully set forth herein.

47. The ASSOCIATION, BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON have intimate knowledge of the advantageous business relationships (collectively the "Advantageous Business

Relationships") between SRI and/or THE TRADING POST and:

- a. owners of lots and properties within CLARCONA;
- b. members of the ASSOCIATION;
- c. guests and invitees of the owners and members;
- d. customers and patrons of the Trading Post and the goods and services sold and provided by SRI and THE TRADING POST at CLARCONA;

- e. Apopka Realty for the rental and lease of the east end of the Trading Post for a real estate office.

48. Despite such intimate knowledge, the ASSOCIATION, BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON have knowingly and recklessly interfered with the Advantageous Business Relationships with the wanton and willful disregard of the property rights of SRI and the TRADING POST by taking the actions referenced in paragraphs 38(a)-(d) through 39 (a)-(p) above.

49. The ASSOCIATION, BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON have obtained benefits as a result of their tortious interference with the Advantageous Business Relationships.

50. The ASSOCIATION, BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON have no privileges to interfere with the Advantageous Business Relationships.

51. The ASSOCIATION, BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON have knowingly and recklessly interfered with the Advantageous Business Relationships in bad faith, with improper motive, with malicious purpose, and with the wanton and willful disregard of the property rights of SRI and THE TRADING POST to

damage and destroy SRI and THE TRADING POST.

52. SRI and THE TRADING POST have demanded that the ASSOCIATION, BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON refrain from tortiously interfering with the Advantageous Business Relationships but the ASSOCIATION, BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON have failed and refused to do so.

53. As a direct and proximate result of the tortious interference by the ASSOCIATION, BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON, SRI and THE TRADING POST have been damaged.

54. As more fully alleged above, the actions of the ASSOCIATION, BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON have been willful, wanton, and malicious.

55. SRI and THE TRADING POST request that this Court allow them to amend this Amended Counterclaim to request an award of punitive damages based upon a showing of the record evidence required by Chapter 768, Fla. Stat.

WHEREFORE, Counterplaintiffs, SUN RESORTS, INC. and THE TRADING POST AT SUN RESORTS, INC., demand judgment against Counterdefendants, CLARCONA RESORT CONDOMINIUM ASSOCIATION, INC. VINCENT BUFALINI, JAMES J. BOTSACOS, PETER ANZELON, ERICH HOHM, and KAREN GIBSON, jointly and severally, for compensatory damages in excess of \$1,000,000,.00, plus prejudgment interest, interest, costs, trial by jury on all issues so triable, and all such other and further relief as is just and proper.

COUNT III

BREACH OF FIDUCIARY DUTY

56. SRI realleges and incorporates paragraphs 1 through 11 and 13 through 39 above as though fully set forth herein.

57. As directors of the ASSOCIATION, BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON, individually owe fiduciary obligations and duties to SRI. BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON are required to discharge their duties without willfulness or recklessness, bad faith, malicious purpose, or improper motive, and cannot attempt to personally gain to the detriment of SRI.

58. Pursuant to their fiduciary obligations and duties, BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON were and are required to act in good faith and with the utmost honesty and openness and without willfulness, recklessness, malicious purpose or improper motive, were and are not permitted to use their position and knowledge to profit personally at the expense of SRI, and were and are not permitted to use their position and knowledge to their personal advantage and to the detriment of SRI.

59. BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON breached their fiduciary duties to SRI and THE TRADING by knowingly, recklessly, and maliciously taking the actions referenced in paragraphs 38(a)-(d) through 39(a)-(p) above.

60. The ASSOCIATION, BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON have knowingly and recklessly breached their fiduciary duties with improper motive, in bad faith, with malicious purpose, and with the wanton and willful disregard of SRI's rights to damage

and destroy SRI.

61. As a direct and proximate result of the breach of fiduciary duties by the BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON, SRI has been damaged.

62. The actions of The BUFALINI, BOTSACOS, ANZELON, HOHM, and GIBSON were willful, wanton and malicious.

63. SRI requests that this Court allow it to amend this Amended Counterclaim to request an award of punitive damages based upon a showing of the record evidence as required by Chapter 768, Fla.Stat.

WHEREFORE, Counterplaintiff, SUN RESORTS, INC., demands judgment against Counterdefendants, VINCENT BUFALINI, JAMES J. BOTSACOS, PETER ANZELON, ERICH HOHM, and KAREN GIBSON, jointly and severally, for compensatory damages in excess of \$1,000,000,.00, plus prejudgment interest, interest, costs, trial by jury on all issues so triable, and all such other and further relief as is just and proper.

DATED this 4th day of September, 2012.

Respectfully submitted,

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ATTORNEY FOR SRI AND THE
TRADING POST

By: /s/ Todd M. Hoepker
TODD M. HOEPKER, ESQUIRE
Florida Bar No. 507611

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the ECF system and email to: ZACHARY T. BROOME, ESQUIRE, Bowen Radson Schroth, P.A., 600 Jennings Ave., Eustis, Florida 32726 on this 4th day of September, 2012.

/s/ Todd M. Hoepker

TODD M. HOEPKER, ESQ

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DECLARATION OF CONDOMINIUM
OF
YOGI BEAR'S JELLYSTONE PARK CAMP-RESORT (APOPKA), A CONDOMINIUM

This Declaration of Condominium (hereinafter referred to as the "Declaration") is made this 16th day of February 1982, by SUN RESORTS, INC., a Florida corporation, its successors and assigns, herein called the "Developer".

Wherein, the Developer makes the following declaration:

1. Purpose. The purpose of this Declaration is to submit certain of the lands and improvements, identified on the attached Exhibit "A", to the condominium form of ownership and use as provided in Chapter 718, Florida Statutes (1981), herein called the "Condominium Act".

2. Name and Address. The name by which this Condominium is to be identified is:

YOGI BEAR'S JELLYSTONE PARK CAMP-RESORT (APOPKA), A CONDOMINIUM
and its address is:

Route 1, Box 2000
Apopka, Florida 32703

3. Description of the Land. The lands owned by Developer, a portion of which by this Declaration are submitted to the condominium form of ownership, are the lands lying in Orange County, Florida, as shown in the attached survey, identified as Exhibit "A". [UNITS IN THIS CONDOMINIUM MAY BECOME SUBJECT TO TIME SHARE ESTATES AT SOME FUTURE DATE (See 4.21).]

4. Definitions. The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Condominium Act (Chapter 718 of the Florida Statutes) and as follows unless the context otherwise requires:

4.1 Assessment. An Assessment means the share of the funds required for the payment of the Common Expenses which from time to time is assessed against the Unit Owner.

4.2 Association. The Association means JELLYSTONE PARK CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, and its successors and assigns, which is the corporate entity responsible for the operation of the Condominium. As used herein the term "Association" shall be equivalent to "Corporation", and vice versa.

4.3 By-Laws. The By-Laws means the By-Laws of JELLYSTONE PARK CONDOMINIUM ASSOCIATION, INC., as they exist from time to time.

4.4 Common Elements. The Common Elements means the portion of the Condominium Property not included in the Units and shall include any premises leased by the Association, provided, however, "common elements" does not include the Commons as hereinafter defined. The Common Elements presently consist of the subsurface soil under the Condominium Units. Said subsurface ownership is subject to utility easements and ownership of the sewer and water lines by Sun Utilities of Orange County, Inc.

4.5 Limited Common Elements. The Limited Common Elements means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units. There are presently no limited Common Elements.

4.6 Common Expenses. The Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium which include, but are not limited to, expenses of



PREPARED BY AND RETURN TO:
Pascala M. Robb, Esq.
P.O. Box 431
Orlando, Florida 32802

Martinez + Martinez

administration and management of the Condominium Property, expenses of maintenance, operation, repair or replacement of Common Elements and of the portions of Units to be maintained by the Association, expenses declared to be Common Expenses by the provisions of this Declaration or the By-Laws and any other valid charge against the Condominium as a whole, and for which the Unit Owners are liable to the Association.

4.7 Common Surplus. The Common Surplus means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

4.8 Condominium. The Condominium means that form of ownership of the Condominium Property which is comprised of Units owned by one or more persons, appurtenant to which Units are undivided shares in the Common Elements. The Condominium also means that property submitted to the condominium form of ownership pursuant to this Declaration.

4.9 Condominium Property. The Condominium Property means and includes the land, leasehold, and personal property in the Condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium. The Condominium Property consists of the Units and the Common Elements as defined herein.

4.10 Declaration or Declaration of Condominium. The Declaration or Declaration of Condominium means this instrument, by which the Condominium is created.

4.11 Developer. The Developer means Sun Resorts, Inc., a Florida corporation, its successors and assigns, which makes this Declaration.

4.12 Unit or Condominium Unit. A Unit or Condominium Unit means the part of the Condominium Property which is to be subject to private ownership by a Unit Owner.

4.13 Unit Owner. The Unit Owner means the owner of a Condominium Parcel.

4.14 Condominium Parcel. The Condominium Parcel means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

4.15 Condominium Act. The Condominium Act means the Condominium Act of the State of Florida, Chapter 718 of the Florida Statutes.

4.16 The Commons. The Commons, as so identified on the survey and plot plan attached as Exhibit "A", consists of the roadway system (with the exception of a temporary roadway at the north end of the property being retained as a Tract by Developer and the entry and exit road), the jogging trail, certain of the buffer areas, the open space, certain recreation areas, the comfort stations and the parking lot opposite the Ranger Station. The premises are being leased to the Association for a term of ninety-nine (99) years on a non-exclusive basis. The Ninety-Nine Year Commons Lease (hereinafter referred to as the "Commons Lease") is attached hereto as Exhibit "B", and provides for the payment of a rental of one dollar (\$1.00) per year together with the obligation of the Association to maintain The Commons. The Commons Lease provides that The Commons will be used by Owners of Units in other Condominiums operated by the Association and by campers who rent spaces as well as day and overnight visitors who pay a fee to use the facilities in conjunction with the use

thereof by Unit Owners. The Developer reserves the right to be the exclusive rental agent for day visitors and picnic groups and will remit a portion of the income to the Association as contribution toward maintenance of the premises more particularly described in the Commons Lease.

4.17 Institutional Mortgagee. The term institutional mortgagee shall include (a) Carl Kobelt, Robert Eis, Robert Randolph, Brad Sherson, and Dolores Jackson, as Trustees of Great Outdoors, Inc., the holders of the purchase money mortgage dated June 10, 1982 given by Developer to Great Outdoors, Inc., (b) Robert C. Matthias, as Trustee under that certain unrecorded land trust agreement known as the Sun Resorts RV Park Trust dated the 10th day of June, 1982 the holder of a certain mortgage dated June 10, 1982 given by Developer (c) any bank, life insurance company, savings and loan institution, or other commercial lender holding a mortgage which secures all or a portion of the purchase price of a condominium unit and (d) Developer or his successors or assigns holding a purchase money mortgage taken in connection with the sale of a condominium unit by Developer.

4.18 Institutional Mortgage. Any mortgage held by any of the persons or entities in Section 4.17 above.

4.19 Lessor. The Lessor means Sun Management of Orange County, Inc., a Florida corporation, which is the owner of The Commons as defined in 4.16 above.

4.20 Manager. The Manager means Sun Management of Orange County, Inc., a Florida corporation, which provides management services for the condominium, the properties owned by the Developer, the properties owned by the Utility Company, and The Commons.

4.21 Time-Share Unit. Purchasers of these Units receive the right to use Campsite Units and facilities for a specific period of time of less than a year of every given year. The right to use the time-share period shall extend over a period of more than three (3) years. Time-Share Units may be offered by the Developer in the future but are not presently being offered.

4.22 Tracts. Tracts refers to those certain areas on the survey and plot plan attached as Exhibit "A" which are not being submitted to the condominium form of Ownership and are being retained by the Developer.

4.23 Utility Company. Utility Company means Sun Utilities of Orange County, Inc., a Florida corporation, which owns the properties on which is contained facilities for the providing of water and sewer services for the Condominium. Utility company also owns the water and sewer lines serving individual Units.

4.24 Camp Resort. The Camp Resort is the total land shown on Exhibit "A" consisting of Condominium Units, The Commons, Common Elements, and Tracts.

5. Identification of Units. The Condominium Property consists of 533 Units, together with all that certain real property lying under said Units. For the purpose of identification, all Units located on said Condominium Property are given identifying numbers and delineated on a survey exhibit collectively identified as Exhibit "A" attached hereto and made a part of this Declaration. No Unit bears the same identifying number as any other Unit. The aforesaid identifying number of the Unit is also the identifying number as to the Parcel. Exhibit "A" also contains a survey of the land, a plot plan and, together with this Declaration, they contain sufficient detail to identify the approximate location and site of the Common Elements and each Unit, as evidenced by the certificate of the registered land surveyor attached thereto. The legend and notes contained within said Exhibit "A" are incorporated herein and made a part hereof by reference.

Each Unit shall consist of the area or space having the exterior or perimetrical boundaries described in said Exhibit "A", extended upward to infinity, and having as its lower horizontal boundary a plane co-existent with the surface of the land within said boundaries. Improvements installed on that portion of the land's surface forming the lower horizontal boundary of a Unit are included within said Unit. Such improvements may include sodding, landscaping and a concrete slab.

Developer reserves the right to change the design and arrangement of all Units as long as Developer owns the Units so changed and altered, without necessity of amendment hereto. Further, Developer reserves the right to alter the boundaries between Units so long as Developer owns the Units so altered; to increase or decrease the number of Units provided no such change shall partition or subdivide any Condominium Unit created hereunder and no such change shall be made without amendment of this Declaration and further provided that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the mortgagees of the Units affected, and such amendment shall not require the approval of Unit Owners, any Unit purchaser, or the Association.

5.1 Easement. The Developer reserves for itself, its successors, assigns, agents, employees, business and other invitees, guests or others under the supervision, direction and control of the Developer, its successors and assigns, for a term of ninety-nine (99) years, a non-exclusive easement over, through and across the Condominium Property, which easement may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the land within the Condominium from the Condominium, together with the right to grant a non-exclusive right to use the same to any owners of future Condominium development or adjacent property owned or acquired by Developer. Said easement shall include the following easements:

(a) **Utilities.** Easements are reserved as may be required for the entrance upon, construction, maintenance and operation of utility services to adequately serve the Condominium project, including, but not limited to, the installation of Cable Television System lines, mains (water and sewer systems), electric, telephone, fire hose boxes, and such other equipment as may be required throughout the Condominium, it being expressly agreed that Developer or the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility. In addition, easements are reserved for such further utility easements over and across the Condominium Property as may be required from time to time to service the Condominium Property or any property retained by Developer adjacent to the Condominium Property.

(b) **Encroachments.** In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(c) **Pedestrian and Vehicular Traffic.** An easement shall exist for pedestrian traffic over, through and across side-walks, paths, walks, lanes and other portions of the Commons and Common Elements as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through and across such portions of the Commons and the Common Elements as may be from time to time paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners and those claiming by, through or under the aforesaid

together with day visitors and rental campers; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

(d) Ingress and Egress. A nonexclusive easement shall exist for ingress and egress over streets, walks and other rights of way serving the Units of the Condominium as part of the Common or Common Elements necessary to provide reasonable access to said streets, roads and walks and other rights of way to the public.

6. Condominium Units; Common Elements; The Commons. The Commons are being leased to the Association by Lessor; each Unit Owner therefore does not own any direct undivided interest in said premises. Each of the Unit Owners of the Condominium shall own an undivided one five hundred thirty-third (1/533) interest in the Common Elements as defined herein. The fee title to each Condominium Parcel shall include both the Condominium Unit and the interest in the undivided interest in the Common Elements; said undivided in Common Elements should be deemed conveyed or encumbered with the respective Condominium Units, even though the description and instrument of conveyance or encumbrance may refer only to the fee title to the Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void. The term "Common Elements", when used throughout this Declaration, shall mean both Common Elements and Limited Common Elements, unless the context otherwise specifically provides or requires. The Lessor has reserved in the Commons Lease the right to deed or sell The Commons to the Association at any time, and has further granted the Association an option to purchase The Commons and a right of first refusal, as further spelled out in said Commons Lease.

A Unit Owner is entitled to the exclusive possession of his Unit subject to the provisions of this Declaration and the Condominium Act. Such Unit Owner shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but such use may not hinder or encroach upon the lawful rights of other Unit Owners. Each Unit Owner shall also hold membership in the Association and an interest in the funds and assets held by the Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association.

7. Common Expenses and Common Surplus. The Common Expenses of the Condominium shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements and The Commons, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expense by the Condominium Act. Each Unit Owner shall be responsible and liable for an equal share of the Common Expenses regardless of the purchase price, size or location of the Unit.

No Unit owner may be excused from the payment of his share of the Common Expenses of the Condominium unless all Unit Owners are likewise proportionately excused from payment, except that the Developer is excused from the payment of its share of the Common Expenses which would have been assessed against its Units from the effective date of the Prospectus through December 31, 1984, and during said period of time the Developer hereby guarantees that the assessment for Common Expenses of the Condominium assessed against the individual Unit Owners and their respective Units shall not increase over a total annual amount of FOUR

HUNDRED EIGHTY AND NO/100 DOLLARS (\$480.00) per Unit, and Developer agrees to pay any amount of Common Expenses incurred during that period and not produced by the assessments at said guaranteed level receivable from other Unit Owners. This guarantee is given in consideration of Developer being excused from payment of its share of Common Expense during the aforesaid period pursuant to Florida Statute 718.116(8)b.

Common Surplus is owned by the Unit Owners in the same shares as their ownership interest in the Common Elements as set forth above. Provided, however, a share in the Common Surplus does not include the right to withdraw or require payment or distribution of the same except as otherwise set forth herein. This Paragraph may not be amended without the prior written consent of the Developer, so long as the Developer retains the ownership of at least one (1) Unit.

8. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium Property and restrictions on the alteration and improvement thereof shall be as follows:

8.1 Common Elements. The maintenance and operation of the Common Elements shall be the responsibility of the Association and expenses associated therewith shall be designated as Common Expenses. The cost of any improvements to the Common Elements shall be assessed as Common Expenses. There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved whether or not the Unit Owner contributes to the cost of such alteration or improvements. The cost of such work shall not be assessed against an Institutional Mortgagee (as defined above) that acquires its title as the result of owning a mortgage upon the Unit, unless such owner shall approve the alteration or improvements, and this shall apply whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Further, this Paragraph shall not limit the rights vested in the Developer pursuant to the provisions of Paragraph 5 above.

8.2 Condominium Unit or Parcel. The responsibility of the Unit Owner shall include, but not be limited to, the maintenance and repair of such Owner's Unit in good condition. Subject to the other provisions of this Paragraph 8, which in all cases shall supersede and have priority over the provisions of this Subparagraph 8.2 when in conflict therewith, a Unit Owner may make such alterations or improvements to his Unit at his sole and personal cost as may be desired provided all work shall be done without disturbing the rights of other Unit Owners, and further provided that a Unit Owner shall make no changes or alterations to his Unit without first obtaining approval, in writing of the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes and must be approved in advance by the Association's Architectural and Environmental Review Board. Provided, no such alteration or improvement may be made without the written approval of the Board of Directors of the Association if such alteration or improvement may or would cause an increase in the cost of the insurance carried by the Association. Further, a Unit Owner shall not make any alterations to his Unit which would remove any portion of or make any additions to Common Elements, or do anything which could adversely affect the safety or soundness of the Common Elements or any portion of the Condominium Property which is to be maintained by the Association. The Association shall have the right to provide maintenance to the Condominium Units or the exterior of

any recreational vehicle situated on a Unit, subject to the following provisions. Prior to performing any such maintenance, the Association shall determine that the said property is in need of repair or maintenance and is thereby detracting from the overall appearance of the Condominium. At least thirty (30) days' prior to commencement of any maintenance work or repair, the Association must furnish written notice to the owner at the last address listed in the Association's records for said Owner, notifying the owner that unless certain specified repairs are made within said thirty (30) day period, the Association will make said repairs and charge the same to the Owner. Upon the failure of the Owner to act within said period of time, the Association shall have the right to enter upon any such Unit and to hire personnel to make such repairs or maintenance as are specified in said notice. The cost of such repair or maintenance shall be assessed against said Unit, and shall constitute a lien against said Unit, enforceable as provided in Subparagraph 9.4 below.

8.3 Contracts. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other Condominium associations in contracting with the same firm, person or corporation for maintenance and repair. The Board may likewise enter into a contract with the owners of any public or privately owned utility for the furnishing of such services as electricity, water, sewage disposal, cable T.V., telephone, or other appropriate services for the Condominium. This may include the purchase by the Condominium of wholesale electricity or payment for any sewage disposal plant or for provision of water service. The Board of Directors may likewise, from time to time, enter into long-term leases for the use of such public and private service and utilities or may purchase the same outright and thereafter the said facility may by amendment to this Declaration become a part of the Common Elements.

8.4 Further Rules. Further rules regarding specific matters of maintenance, alteration and improvement shall be established by the Architectural and Environmental Review Board of the Condominium Association.

9. Assessments.

9.1 Power to Assess. The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, a sum or sums necessary and adequate to provide for the Common Expenses of the Condominium Property and such other assessments as are specifically provided for in this Declaration and the By-Laws. The procedure for determining such assessments shall be as set forth in the By-Laws of the Association.

9.2 Commencement Date. Assessments shall commence upon the recording of this Declaration. The Common Expenses shall be assessed against each Condominium Unit Owner as provided for in Paragraph 7 of this Declaration.

9.3 Interest on Overdue Assessments. Assessments and installments thereon that are unpaid for over ten (10) days after the due date shall bear interest on the unpaid balance and until paid at the highest rate permitted by law. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to the delinquent Unit Owner due and payable in full as if the entire payment was originally assessed.

9.4 Lien for Unpaid Assessments. The Association shall have a lien on each Condominium Unit for any unpaid assessments, together with interest thereon, against the Unit Owner of such Condominium Unit, together with a lien on all tangible personal property located upon said Unit; provided, however, that such lien upon the aforesaid tangible personal property shall be subordinated to prior bona fide liens of record, and further provided, that said lien on a Condominium Unit shall be subordinate to the lien of any Institutional Mortgage or any Developer-held mortgage. Reasonable attorneys' fees incurred by the Association incident to the collection of assessments or the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the Unit Owner and secured by such lien. The Association's lien shall also include those sums advanced on behalf of a Unit Owner on payment of his obligation. The Board of Directors may take such action as they deem necessary to collect assessments by personal action, or by enforcing and foreclosing said liens, and may settle and compromise the same, if in the best interest of the Association. Said liens shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act, except as herein provided. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien, and apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the delinquent Unit Owner shall be required to pay reasonable rental for the Condominium Unit and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit Owner and/or occupant.

9.5 Right to Take Possession. The Association shall have the right, in lieu of foreclosure, if it deems it to be prudent, to take possession of said Condominium Unit and place said Unit in the Developer's rental program to be offered for rental. From the proceeds of such rental, if any, the Association shall credit forty percent (40%) of the income therefrom to the arrearages and in payment of lien established by the default of the said Unit Owner, and the other sixty percent (60%) shall be retained by the Developer. The Association shall likewise, if necessary in order to carry out this right of rental, remove any travel trailer or recreation vehicle in place on such Condominium Unit and place the same in storage, all without liability to the Developer. The selection of this procedure for payment of the lien established by said arrearages and delinquencies shall not be exclusive and the Association may at any time proceed in foreclosure should it deem the same necessary or prudent and no

question of judgment may be raised as this right of renting is an absolute right and part of this Declaration. Any person who acquires an interest in a Unit including, and without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing by the former Unit Owner have been paid. If and in the event the Association, in the exercise in the rights granted herein to it, removes or stores any travel trailer or recreational vehicle in place on a Condominium Unit, said Association shall be indemnified and held harmless by the Owner for any loss, claim, damage, claims for damages, or the like, including attorneys' fees and costs necessitated by the enforcement of the provisions of this Paragraph.

9.6 Liability of Institutional Mortgagees. Where a Unit is acquired by a Unit Owner as a result of foreclosure of an Institutional Mortgage, or where an Institutional Mortgagee of record accepts a deed to said Unit in lieu of foreclosure, such acquirer of title, its successors and assigns, shall be liable for the share of Common Expenses or assessments by the Association pertaining to such Unit, or chargeable to the former Unit Owner, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure only to the extent that the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. To the extent it is not so secured, such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses, collectible from all of the Unit Owners, including such acquirer, in their respective proportional shares.

Where the mortgagee of an Institutional Mortgage of record obtains title to a Unit as the result of foreclosure of the institutional first mortgage or where an Institutional Mortgagee of record accepts a deed to said Unit in lieu of foreclosure, such Institutional Mortgagee shall also be liable for its share of Common Expenses from the date it obtains title.

10. Association. The name of the association responsible for the operation of the Condominium is Jellystone Park Condominium Association, Inc., a non-profit Florida corporation, organized and existing pursuant to the Florida General Corporation Law and the Condominium Act. The Association shall have all the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association, the laws of the State of Florida, including the Condominium Act, and its Articles of Incorporation. The Articles of Incorporation are attached hereto as Exhibit "C" and are incorporated herein.

10.1 By-Laws. The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws, a copy of which is incorporated herein and attached hereto as Exhibit "D". The By-Laws may be amended in the manner provided for therein, but no amendment shall be adopted which would affect or impair the validity or priority of any mortgage covering a Condominium Parcel or Parcels. Further, no modification of or amendment to the By-Laws is valid unless set forth in or annexed to a recorded amendment to the Declaration.

10.2 Voting Rights. The Owners of Units shall be members of the Association. There shall be one (1) person with respect to each Condominium Unit who shall be entitled to vote at any meeting of the Unit Owners, such person being identified as the "voting member". If a Unit is owned by more than one (1) person, the Owners of said Unit shall designate one (1) of them as the voting member, or in the case of a corporate Unit ownership, an officer or employee thereof shall be designated the voting member. The designation of the voting member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws. The total number of votes shall be equal to the total number of Condominium Units as declared as of that date and each Condominium Unit shall have no more and no less than one (1) equal vote in the Association. If one (1) owner owns more than one (1) Condominium Unit, he shall have one (1) vote for each Condominium Unit he owns. The vote of a Condominium Unit is not divisible. Unit ownership for purposes of voting rights is defined as ownership in fee title. Every Owner of a Condominium Unit, whether he has acquired his ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the Association and by the provisions of this Declaration. Developer shall retain one (1) vote for each unsold Unit the Developer retains.

11. Rental of Condominium Units.

a) No restrictions are placed herein regarding an Owner's right to sell his Condominium Unit.

b) THE CREATION OF TIME-SHARE UNITS IS ANTICIPATED. The precise number to be created will be determined at a later date depending on the marketability of the time-share units. Provided, however, that as long as Carl Kobelt, Robert Eis, Robert Randolph, Brad Sherston, and Dolores Jackson, or their successors and assigns, own that certain mortgage recorded in Official Records Book 3287, Page 1407, Public Records of Orange County, Florida. Developer shall not, without the aforesaid mortgage holders' consent, offer for sale in excess of twenty (20) time-share contracts for any given week. The purchaser of a time-share

period receives the right to full use of campsite Units and facilities for a specific period of time less than a full year of any given year. The purchaser's right to use a Condominium Unit during the time-share period shall extend over a period of more than three (3) years. The time period purchased will be specified in each Time-Share Purchase and Sale Agreement.

12. Use and Occupancy. The use and occupancy of the Camp Resort is hereby made subject to rules and regulations established by the Condominium Association (which may be through its Architectural and Environmental Review Board), contained in its By-Laws, or which are imposed as ordinances by Orange County. Some of the most important of such rules and regulations are as follows:

12.1 Prohibited Vehicles and Structures. All Units shall be reserved and restricted for recreation campsites and camping vehicles, including within such category, tent-type folding trailers, pick-up campers, modern travel trailers, "park model" travel trailers, motor homes and other similar types of camping trailers and equipment that are mobile and folding tents not mounted on wheels. Unit Owners, their guests, successors and assigns are prohibited from erecting, occupying, or placing on any Unit any permanent or semi-permanent structure or certain vehicles, which include, without limitation, the following:

- (a) travel trailers longer than thirty-five (35) feet or wider than is permitted under Orange County Zoning Regulations or applicable Florida Statutes;
- (b) mobile homes;
- (c) converted buses (without the prior consent of the Developer) or
- (d) any structure not intended to be temporary or movable.

It is the declared intent of the Developer to exclude mobile homes from being placed on any Unit, and to create and maintain an area designated for maximum beauty and benefit of campers. Provided, that tables, benches, fireplaces and grills may be erected, but no personal property except as provided immediately above shall be permitted to remain where it can be seen by other Unit Owners or visitors to the area, except when the Unit is actually in use; provided further, however, that the foregoing shall not apply to any permissible vehicle or trailer which may be allowed to remain on the Unit even though not in use. There is prohibited the construction and maintenance of fences and radio and TV antennas on the Units. Only one (1) permissible camping vehicle may be located or maintained on each Unit. All storage structures and improvements to Condominium Units including skirting around vehicles, must be approved in advance by the Architectural and Environmental Review Board of the Condominium Association. Unit owners wishing to erect storage structures or construct improvements to their Unit must apply in writing to the Board, which shall respond within fifteen (15) days of the application. The response shall either be a denial with stated reasons, or an approval with a permit issued by the Board. If the Board shall fail to act on an application within the fifteen (15) day period, the application shall be deemed denied. If approved, the applicant shall be entitled to proceed with the applied-for improvements or storage structures.

12.2 Prohibited Animals. No animals or fowl shall be kept or maintained on the Units within the Camp Resort except customary household pets acceptable to the Association.

Pets must be under the control of their owners at all times, must be kept in the vehicle after dark, and must never be left unattended outside the recreational vehicle located on the Unit. All dogs must be kept on a leash not more than ten (10) feet long. Pet owners are responsible for cleaning up all pet droppings anywhere in the Camp Resort including the pet owner's campsite. The Association shall have the right to require removal of animals who are unruly, loud, or misbehave from the Camp Resort, and shall further have the right to impound unleashed animals and add any boarding charges to the pet owner's maintenance assessment. Pets are not permitted in any building or in the swimming pool area, with the exception of seeing eye dogs. All animals must have current proof of rabies inoculation, where applicable.

12.3 Outside Toilets. No outside toilet shall be installed or allowed on any Unit. Developer has or will install usable and adequate sanitary facilities as provided by the laws of the State of Florida, and each user of each facility agrees to protect the same to prevent loss or damage to occur thereto. Each Condominium Unit will have sewer hookups.

12.4 Nuisances. No nuisance (including, but not limited to, excessive outside lighting) shall be allowed within the Camp Resort nor any use or practice which is the source of annoyance to Unit Owners, guests, lessees or other users of the Camp Resort, or which interferes with the peaceful possession or proper use of the property. All parts of the Camp Resort, including each Unit and trailers thereon, shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. All debris and garbage must be placed in containers or bags approved by the Association.

12.5 Commercial Activity. No commercial activity of any kind whatsoever shall be conducted on or from any Units in the Condominium. Provided, however, the foregoing shall not prevent Developer from designating certain areas in the Camp Resort for commercial use, including use of a rental office operated by the Developer pursuant to Paragraph 11 above. Provided, however, that Developer reserves the right to acquire an occupational license and offer recreational vehicles for sale. The recreational vehicles being offered for sale will initially be located on Developer-owned Condominium Units.

12.6 Quarterly Assessments. The Association shall levy and collect a reasonable assessment payable quarterly in advance for the succeeding calendar quarter on March 15, June 15, September 15, and December 15, from Unit Owners sufficient to cover each Unit Owner's proportionate share of operating and maintaining all common use property and facilities, providing water, electricity and garbage disposal service, sewage service, general maintenance, recreation lease expense, and carrying out of the duties of the Association except where certain services are metered or billed separately to individual Unit Owners. The Association shall also include in the assessment so made the sum adequate to pay all real property taxes on the Condominium Property which is not taxed to individual Unit Owners as well as the Commons. The collection of these sums shall be provided for in an adequate manner to assure the necessary maintenance. The assessments or expenses shall be levied in accordance with Paragraph 7 hereof, and the By-Laws.

12.7 Increase in Insurance. The Unit Owners shall not permit or suffer anything to be done or kept on his Unit which will increase the rate of insurance within the Camp Resort or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, or otherwise; nor

shall any unit Owner commit or permit any immoral or illegal act in or about the Camp Resort.

12.8 Skirting. Any vehicles supported by cement blocks or anything in addition to wheels must be skirted. All skirting must be approved by the Architectural and Environmental Review Board.

12.9 Washers and Dryers. No clothes washers or dryers shall be permitted on Units until such time (if ever) as specific rules therefor are established by the Architectural and Environmental Review Board.

12.10 Car Repairs. No car repairs or other unsightly projects are permitted on any Unit.

12.11 Rules and Regulations. No person shall use the Common Elements or any part thereof or a Condominium Unit or the Commons or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association, subject to the right of the Developer to approve such rules and regulations.

12.12 Check-In Requirement. All Condominium Unit Owners and their guests are required to "check in" when they first arrive at the park at the beginning of their stay at the check-in station.

12.13 No Signs on Units. No signs of any kind are to be displayed on any Condominium Unit including inside or outside the recreational vehicle where they may be seen outside the vehicle, without Association consent. The Association shall promulgate guidelines as to acceptable signs, and signs conforming to these guidelines shall be deemed to have received Association consent. Unit Owners are prohibited from placing "For Sale" or "For Rent" signs anywhere on their Units.

12.14 No Signs on Remainder of Camp Resort. No Condominium Unit Owner or guest other than Developer shall post or attach any signs, placards, or displays to any building, structure, or trees within the Camp Resort without Association consent.

12.15 Speed Limit. The speed limit within the Camp Resort shall not exceed 5 mph or the speed limit as posted. No unlicensed driver shall drive a motor vehicle within the Camp Resort. Any unlicensed vehicle or any vehicle other than an automobile shall not be operated in the Camp Resort prior to obtaining a use permit from the Architectural and Environmental Review Board of the Association.

12.16 Parking. Recreational vehicles may be parked only in areas approved for such use.

12.17 Radios, Etc. Radios, televisions, stereos and the like are to be kept at a volume which will not disturb others.

12.18 Fires. Fires are allowed only in approved fireplaces, barbecues, or other authorized areas. Fire building may be prohibited at any time when it may present a fire hazard.

12.19 Weapons. No weapons of any kind shall be allowed within the Camp Resort.

12.20 Cutting of wood. No cutting, defacing, or destruction of live wood or plants is permitted.

12.21 Children. All children under twelve (12) years old are required to be in their campsites one-half (1/2) hour after closing of the Ranger Station except during authorized and supervised activities. No Condominium Unit shall be the domicile of any person for school registration purposes. Therefore, no person shall be entitled to attend Orange District Schools solely because of ownership of a Condominium Unit. No children shall be permitted to reside in the Camp Resort for longer than thirty (30) days, nor may they reside in the Camp Resort for any period while they are attending school, without the prior written approval of the Association.

12.22 Swimming Pool. No lifeguards are on duty at the swimming pool. All children under eight (8) years old and all non-swimmers of any age are required to be accompanied by a swimming adult. Bathers must wear regular swimming suits or trunks only. No swimming is permitted in street clothes or "cut-offs". Bathing caps are required for all long hair.

12.23 Outside Appliances. No outside appliances are permitted (including but not limited to freezers, refrigerators, or other appliances).

12.24 Stored Vehicles. Vehicles, other than the one permitted recreational vehicle and primary transportation, may not be stored on a Condominium Unit.

12.25 Alcoholic Beverages. The use of alcoholic beverages must be confined to Condominium Units.

12.26 Electric Heaters. No electric space heaters or electric water heaters are permitted, except on individually metered sites.

12.27 Clotheslines. Clotheslines or any other outside drying of clothing or bedding is not permitted.

12.28 Platforms. There shall be no platforms allowed on Condominium Units.

12.29 Covenants Running with the Land. This entire Paragraph 12 entitled "Use and Occupancy" and the rules and regulations set forth hereunder shall be considered as covenants running with the land, and shall bind all Unit Owners, their heirs, executors, administrators, successors and assigns, including guests and renters, and any other person directly or indirectly related to said Unit Owner, and these provisions shall not be amended in any way whatsoever without the prior written consent of the Developer, so long as the Developer retains ownership of at least one (1) Unit. If any person violates or attempts to violate any of the covenants or restrictions herein contained, any Unit Owner, the Association, or Developer may bring any proceeding at law or at equity against the person violating or attempting to violate any such covenant or restriction and either prevent such Unit Owner from so doing or to recover damages for such violation, or both, and also recover costs of the suit and reasonable attorneys' fees. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions hereof which shall remain in full force and effect.

12.30 Association May Adopt Additional Rules. Other reasonable rules and regulations governing use and occupancy and which do not alter or are not in contravention of any of the fore-

going provisions may be made and amended from time to time by the Association, with the prior written consent of the Developer, in the manner provided by its Articles of Incorporation and By-Laws.

12.31 Completion of Improvements; Future Development. Neither the Unit Owners nor the Association nor their use of the Commons or Condominium Property shall interfere with the completion of the contemplated improvements or sale of said Units by Developer in any condominium developed by the Developer. The Developer may make such use of the unsold Units, the Common Elements and The Commons as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, display of for sale signs, showing the Units for sale to prospective purchasers, and renting of Units to the camping public. Each Unit Owner, by acceptance of the Warranty Deed to a Unit, acknowledges that it is aware that the Developer owns additional property contiguous to this condominium which Developer intends to develop as one or more additional condominiums up to 1500 units. Developer may acquire additional property for development into condominiums adjacent thereto. Any additional condominiums will share recreational facilities with this Condominium. Each Unit Owner further agrees that it will cooperate with all such development activities of Developer, including, but not limited to, any rezoning, construction activities, sales activities, and the like.

12.32 Franchise Agreement. The operation of the Camp Resort is subject to the provisions of a certain Franchise Agreement dated April 15, 1970, and amended June 15, 1982, under which the Developer has agreed to certain restrictions with Leisure Systems, Inc., a Wisconsin corporation through which the Camp Resort obtains the right to use names and logos of "Yogi Bear" and related items. The Camp Resort shall be operated and maintained strictly in compliance with the standards of said Franchise Agreement.

13. Insurance.

13.1 Liability Insurance. The Board of Directors of the Association shall be responsible for public liability and property damage insurance covering all of the Common Elements and The Commons and the Condominium Units and insuring the Association and the Unit Owners as it and their interests appear, and in such amount as the Board of Directors of the Association may determine from time to time. Said insurance shall include, but not limit the same, to water damage, if available, legal liability, hired automobile, non-owned automobile and off the premises employee coverages. All liability insurance shall contain a cross-liability endorsement to cover liabilities of the Unit Owners, Developer, Utility Company, Manager, all parties required to be covered under the terms of the Franchise Agreement referenced in §12.32 above, and the Association. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

13.2 Casualty Insurance. The Association shall be responsible for fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Condominium, including personal property owned or leased by the Association, in and for the interest of the Association, all Unit Owners and their mortgagees, an Manager, and its Mortgagees as their interests may appear, by a company acceptable to the standards set by the Board of the Association and in an amount equal to the maximum replacement value as determined annually by the Board of the Association. The premium for such coverage and expenses in connection therewith shall be paid by the Association and charged as a Common Expense. The company or companies whom the Association or its designee shall place in coverage as provided in this Declaration shall be

sible companies authorized to do business in the State of Florida.

13.3 Benefitted Parties. All policies purchased on behalf of the Association shall be for the benefit of the Association, all Unit Owners, the Developer, Utility Company, and Manager and their mortgagees, if any, as their interests may appear. It shall be presumed that the first monies disbursed in payment of cost of repair and restoration shall be made from the insurance proceeds and if there is a balance in the funds after payment of all costs of the repair and restoration, such a balance shall be distributed to the Association's general fund. Any repair and restoration must be substantially in accordance with the plans and specifications for the original improvements or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. Such other insurance shall be carried as the Board of Directors of the Association shall determine from time to time to be desirable. Each individual Unit Owner shall be responsible for purchasing at his own expense any additional insurance with respect to damage occurring upon his own Unit and for the purchasing of insurance upon his own personal property.

13.4 Reconstruction or Repair after Casualty. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) If the damaged improvement is part of a Unit, the owner thereof shall reconstruct or repair same at such Unit Owner's expense, to bring it in the judgment of the Association's Board of Directors back into conformity with the general appearance of the Condominium.

(b) If the damaged improvement is a Common Element, the same shall be reconstructed or repaired by the Association subject to the following provisions.

(c) When the Association or its designee shall have responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain at least three (3) reliable and detailed estimates of the cost to repair or rebuild.

(d) If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repairs by the Association or at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such cost. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owners' shares in the Common Elements.

13.5 Condemnation. In the event that any Unit of the Condominium Property or any portion thereof, or the Common Elements or any portion thereof, shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by the condemning authority, then the holder of a first mortgage on a Unit will be entitled to timely written notice of such a proceeding or proposed acquisition. The priority of the first mortgage lien shall not be disturbed with respect to distribution of the proceeds of any award or settlement.

13.6 Equitable Relief. In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and if the Property is not repaired,

reconstructed or rebuilt within a reasonable period of time, any Unit Owner may petition a court for equitable relief which may include a termination of the Condominium and a partition among the Unit Owners.

14. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws, and the rules and regulations adopted pursuant thereto, and shall further comply with the Condominium Act. Failure of the Unit Owner to comply therewith shall entitle the Association, other Unit Owners, or the Developer, as the case may be, to the following relief in addition to the remedies provided in this Declaration, the By-Laws and the Condominium Act:

(a) The Association, Developer and appropriate employees, pursuant to authorization from the Board of Directors, are hereby empowered to enforce this Declaration, By-Laws, rules and regulations of the Association and Condominium Act.

(b) A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his acts, negligence or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements or of the Limited Common Elements.

(c) In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of this Declaration, By-Laws, rules and regulations adopted pursuant thereto, and said documents as they may be amended from time to time, or the Condominium Act, the prevailing party shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees, as they may be awarded by the court, including in actions brought by the Developer to enforce such documents.

(d) The failure of the Developer, the Association, or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

15. Developer's Retention of Interest. The Developer may retain ownership in itself or another entity of certain land within the Condominium Property which shall be identified on the attached survey and plot plan as Tracts. If such land is so retained, the Developer or other entity intends to erect thereon certain buildings for use as offices, laundry, snack bars, recreational vehicle sales facilities directed toward Jellystone Park Campers, convenience store, gasoline and propane sales, or other commercial uses as in its opinion Developer or other entity deems supportive for the operation of the camp resort. It is agreed that such ownership and individual operation is separate and apart from the Condominium. Without further charge, Developer has the right of use of the Commons, Common Elements and Limited Common Elements for access over and above the Units in the Condominium; Developer also has the responsibility of placing its own insurance, both as to liability, property damage and all other kinds of insurance that it so desires. However, the said office or commercial facilities shall not be a part of the Condominium, but remains the property of the Developer or its successors and assigns. This Paragraph may not be amended without the prior

written consent of the Developer, so long as the Developer retains ownership of at least one (1) Unit.

16. Termination. The Condominium may be terminated or abandoned in the following manner:

The Condominium Property may be terminated only by consent of all the Unit Owners evidenced by a recorded instrument to that effect and upon the written consent by all holders of recorded liens affecting any of the Condominium Units. Upon termination of the Condominium Property, the Condominium Property shall be owned in common by the Unit Owners in the same undivided shares as each Owner previously owned in the Common Elements. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

17. Miscellaneous.

17.1 Savings Accounts. There shall be established and maintained in a local, national or state bank, or federal or state savings and loan association two (2) interest bearing savings deposit accounts in order to accumulate sufficient monies for the following purposes:

(a) To pay all insurance premiums for insurance on the property for which the Association is responsible pursuant to Paragraph 13 of this Declaration; and

(b) To pay all real or personal property taxes assessed by the taxing authority as described above for property owned or leased by the Condominium Association or taxes which the Condominium is required to pay as part of its Common Expenses.

On or before the 28th day of each month the Treasurer of the Association shall cause two (2) checks to be issued and drawn on the Association's bank account; each check being equal respectively to one-twelfth (1/12) of the estimated yearly amounts as to items (a) and (b) above. Said checks shall be immediately deposited into the appropriate savings deposit account. Should a Condominium Unit Owner fail to pay that portion of the assessment relating to items (a) and (b) above within thirty (30) days from the due date, the Association shall have the right but it is not required to advance the necessary funds so as to deposit the required monthly sum into the savings deposit account. The Association shall have lien against the applicable Condominium Unit for all sums so advanced together with interest thereon at the maximum rate allowed by law, but not to exceed eighteen percent (18%) per annum. It shall also have the right to assign its lien to any Unit Owner or group of Unit Owners or to any third party. Said lien shall be subordinate to the lien of any Institutional Mortgagee on a Condominium Unit. The Condominium Unit Owners herein consent to the establishment of such a lien as a result of these advances in favor of the institution or Association as described above. However, no such foreclosure action may be brought by said institution or individual or group or individuals where the Association advances the necessary funds and assigns its liens, until the delinquent Unit Owner has received not less than ten (10) days' written notice in this regard.

17.2 Ownership of Utility Lines. The Condominium Unit Owners shall not be deemed to own pipes, wires, conduits, sewage connections and the like or other public utility lines through the Condominium Parcel or Unit which are utilized by or which serve more than one (1) Condominium Unit. These items are owned by Sun Utilities of Orange County, Inc.

17.3 Encroachments. The Unit Owners agree that if any portion of a Condominium Unit or Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and maintenance of same shall and does exist, so long as it stands.

17.4 No Waiver By Nonuse. No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements or The Commons, or by the abandonment of his Condominium Unit.

17.5 Covenants Running with the Land. All provisions of this Declaration and Exhibits attached hereto and amendments thereof shall be covenants running with the land and of every part thereof and interest therein including, but not limited to, every Unit and Appurtenances thereto and every Unit Owner and claimant of the Property or any part thereof or of any interest therein and his heirs, executors, administrators, successors and assigns, shall be bound by all the provisions of said Declaration and Exhibits annexed thereto and amendments thereof.

17.6 Invalid Provision. If any provisions of this Declaration or the Exhibits hereto or of the Condominium Act, or any section, sentence, clause, phrase, word or the application thereof under any circumstances is held invalid, the validity of the remainder of this Declaration and the Exhibits attached or the Condominium Act and the application and such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby but shall remain in full force and effect.

17.7 Notices. Whenever notices are required to be sent hereunder the same may be delivered to Unit Owners personally or by mail addressed to such Unit Owners at their Condominium Unit unless the Unit Owners have by written notice duly received or specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the office of the Association to:

Jellystone Park Condominium
Association, Inc.
Route 1, Box 2000
Apopka, Florida 32703

With a copy to:

Sun Resorts, Inc.
1850 Lee Road, Suite 115
Winter Park, Florida 32789

and:

Robert C. Matthias
501 N. Magnolia Avenue
Suite A
Orlando, Florida 32801

or such other place as designated by the Board of Directors. Notices to the Developer shall be delivered by mail at 1850 Lee Road, Suite 115, Winter Park, Florida 32789. All notices shall be deemed and considered sent when mailed. Proof of such mailing shall be given by the parties so mailing the notice in affidavit form. Any party may change his or its mailing address by written notice duly receipted for. Notices required to be given the

personal representative of a deceased Unit Owner or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administrated.

17.8 Developer's Right to Install Utility Lines. The Developer reserves the right to install certain utility services underground, over and across any Unit or common use area or facility to serve areas other than those involved in this Condominium, and includes maintenance of the same. This right maybe exercised directly or by Sun Utilities of Orange County, Inc.

17.9 Singular Includes Plural, etc. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration and attached Exhibits shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium according to the intent of the Developer, including as set forth in the use and occupancy provisions of Paragraph 12.

17.10 Captions. The captions used in this Declaration and Exhibits attached are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration or Exhibits.

17.11 No Warranty Unless Expressed Herein. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Condominium Property or the Condominium documents except as specifically set forth herein and no person shall rely upon any warranty or representation, oral or otherwise, not so specifically made herein. Any estimates of Common Expenses, taxes or other charges are deemed accurate, but no warranty or guarantee is made or intended nor may one be relied upon.

Developer hereby grants a warranty as to Condominium Units which include a Developer-installed concrete slab on the Unit. The warranty shall be for a period of three (3) years from the date Developer gives notice of the intended conversion pursuant to Florida Statute 718.606.

17.12 Separate Utility Meters. In the event that any utility service is separately metered to a Unit Owner by individual meters or otherwise, the Unit Owner shall not be assessed by the Association for this service. All electrical service to Units shall be separately metered upon sale by the Developer.

18. Amendments.

18.1 Declaration. Subject to other provisions in this Declaration requiring the prior written consent of the Developer for amendment, including, but not limited to, Paragraphs 7, 11, 12 and 15, or Subparagraph 9.3, this Declaration may be amended at any regular or special meeting of the Unit Owners of the Condominium called and convened in accordance with the By-Laws by the affirmative vote of voting members casting not less than three-fourths (3/4) of the total vote of the members of the Association, or by the written approval of three-fourths (3/4) of the Unit Owners of the Condominium. No amendment may change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to a Unit, or change any proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus unless the record Unit Owner and all record owners of liens on it join in the execution of the amendment unless all record Owners of all other Units approve the amendment. Any vote to amend the Declaration relating to a change in the percentage of ownership in the Common Elements or sharing of the expense shall be conducted by secret ballot. An amendment of the Declaration is effective when properly recorded in the Public Records of Orange County, Florida.

18.2 Other Documents. The Articles of Incorporation and By-Laws of the Association shall be amended as provided for in those respective documents.

19. Intent of Declaration. The Association, Unit Owners and Developer specifically acknowledge hereby the intent of this Condominium and Declaration to include the creation and maintenance of a luxury condominium resort for the camping public, pursuant to the provisions of this Declaration, specifically including Paragraphs 11 and 12 hereof. Accordingly, the Association hereby acknowledges and agrees to assume and carry out its affirmative duty, both now and after control of the Association has been turned over from the Developer to the Unit Owners, to maintain the integrity of the Condominium, including enforcement of the Developer's rental rights pursuant to Paragraph 11 and the occupancy restrictions pursuant to Paragraph 12 hereof.

PA
Signed, sealed and delivered
in the presence of
Frank M. Cobb
Eden Bentley

SUN RESORTS INC., a Florida
corporation

By: Monte Ertel
Monte Ertel, President

Attest: Monte Ertel
Monte Ertel, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of December, 1982, by MONTE ERTTEL, President of SUN RESORTS INC., a Florida corporation, on behalf of the corporation.

Frank M. Cobb
Notary Public
My Commission Expires: 10/17/83
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 17 1983
BONDED TRUST GENERAL INS. UNDERWRITERS

The undersigned, being the holders of a mortgage encumbering the real property submitted hereby to the condominium form of ownership, do hereby consent to the filing of the foregoing Declaration in accordance with the Section 718.104 of the Condominium Act.

Signed, sealed and delivered
in the presence of:
Dale E. Hoffman
Laura R. Bensch

"MORTGAGEE"

Carl Kobelt
Carl Kobelt, Trustee

Dale E. Hoffman
Laura R. Bensch

Robert Eis
Robert Eis, Trustee

Walter C. Keffner
Laura R. Gensch

Robert Randolph
Robert Randolph, Trustee

Walter C. Keffner
Laura R. Gensch

Brad Sershon
Brad Sershon, Trustee

Constance Williams
Clara J. Samura

Dolores Jackson
Dolores Jackson, Trustee

Samuel R. Rath
Edna Bentley

"MORTGAGE"
Robert C. Matthias
Robert C. Matthias, as Trustee
under that certain unrecorded
land trust agreement known as
the Sun Resorts RV Park Trust
dated the 10th day of June
1982

STATE OF Wisconsin
COUNTY OF Manitowish

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CARL KOBELT, Trustee, well known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 17th day of December, 1982.

John G. Hoge
Notary Public
My Commission Expires:



STATE OF Wisconsin
COUNTY OF Manitowish

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT EIS, Trustee, well known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of December, 1982.

John G. Hoge
Notary Public
My Commission Expires:

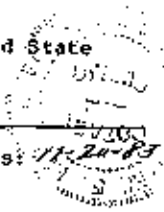


STATE OF Wisconsin
COUNTY OF Marquette

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT RANDOLPH, Trustee, well known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of December, 1982.

John G. Hoge
Notary Public
My Commission Expires: 11-20-83

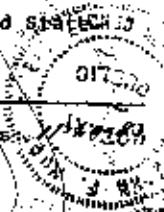


STATE OF Wisconsin
COUNTY OF Marquette

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared BRAD SHERSON, Trustee, well known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of December, 1982.

John G. Hoge
Notary Public
My Commission Expires: 11-20-83



STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DOLORES JACKSON, Trustee, well known to me to be the person described in and who executed the foregoing instrument, and she acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 15th day of December, 1982.

Robert C. Matthias
Notary Public
My Commission Expires: Sept. 18, 1983



STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT C. MATTHIAS, as Trustee under that certain unrecorded land trust agreement known as the Sun Resorts RV Park Trust dated the 10th day of June, 1982, well known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of December, 1982.

Ronald N. Cobb
Notary Public
My Commission Expires: Oct. 17, 1984



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 17 1984
BONDED TRU GENERAL INS. UNDERWRITERS

EXHIBIT "A"

**YOOGI BEAR'S
JELLYSTONE PARK
CAMP-RESORT
APOPKA
A CONDOMINIUM**

HUN
ARCHITECTS
1111 N. W. 11th St., Suite 100
Fort Lauderdale, FL 33304
Tel: 305-463-1111
Fax: 305-463-1112

LEGEND
1. UNIT 1
2. UNIT 2
3. UNIT 3

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.
3. SEE ARCHITECT'S SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
4. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY DATA OR THE LEGAL DESCRIPTION OF THE PROPERTY.
5. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE TITLE OR THE EXISTING RECORDS OF THE PROPERTY.

SCALE:
1/8" = 1'-0"

DATE:
11/15/01

PROJECT:
YOOGI BEAR'S JELLYSTONE PARK CAMP-RESORT APOPKA A CONDOMINIUM

NO. 5

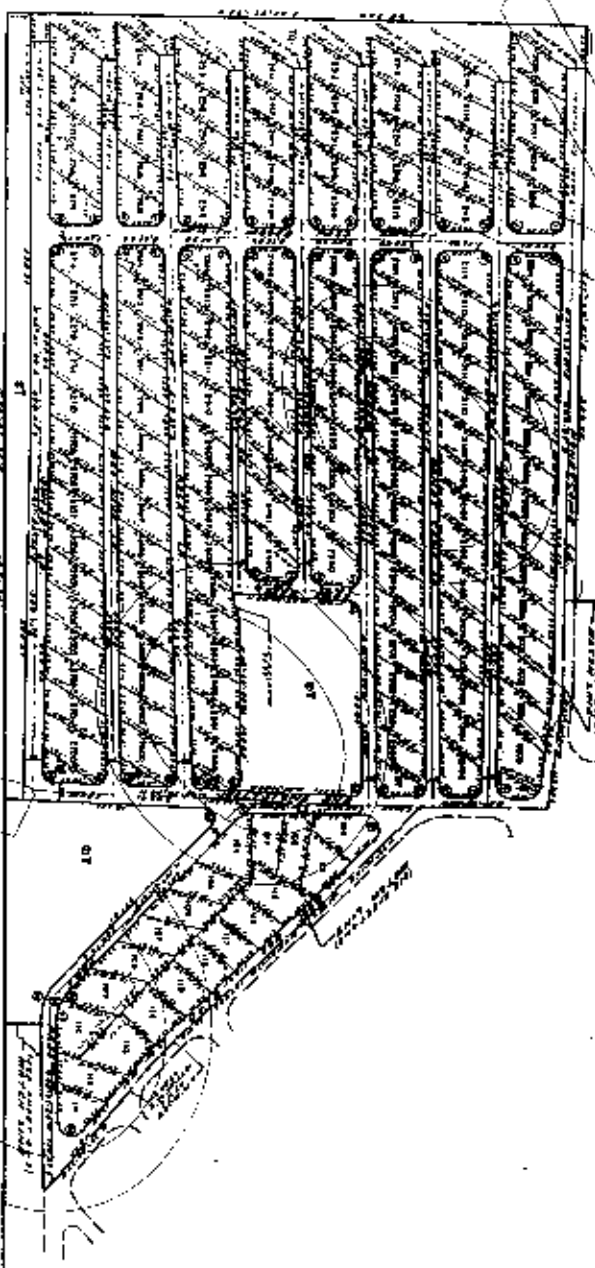
OWNER DATA

UNIT NO.	OWNER NAME	ADDRESS	PHONE	DATE
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**YOGI BEAR'S
JELLYSTONE PARK
CAMP-RESORT
APOEKA
A CONDOMINIUM**

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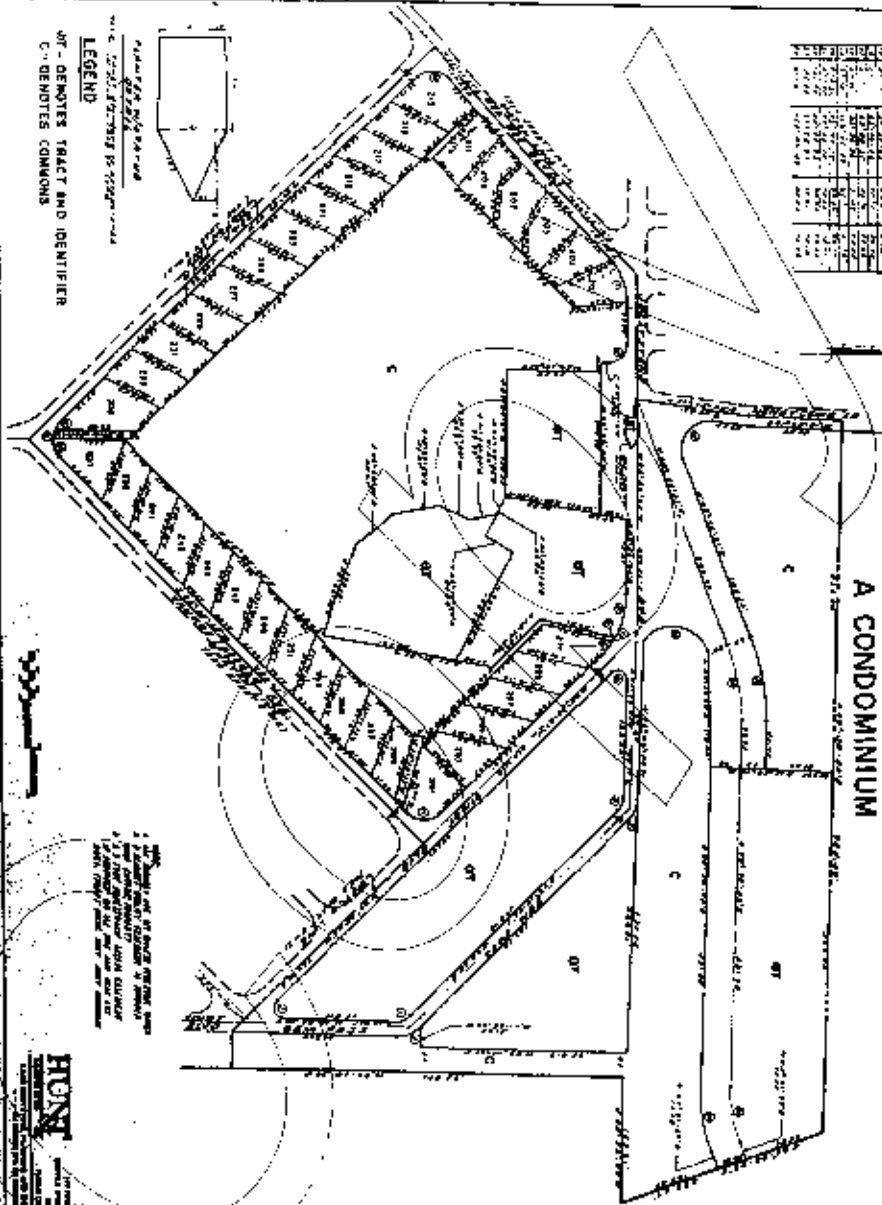


LEGEND
 * - REMOTES TRACT AND IDENTIFIER
 C - REMOTES CORNERS

HUNY
 ARCHITECTS
 1000 S. W. 10th Ave.
 Fort Lauderdale, FL 33304
 (305) 463-1111

TRACT	AREA	ACRES	OWNER
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**YOGE BEAR'S
JELLYSTONE PARK
CAMP-RESORT
APOPKA
A CONDOMINIUM**



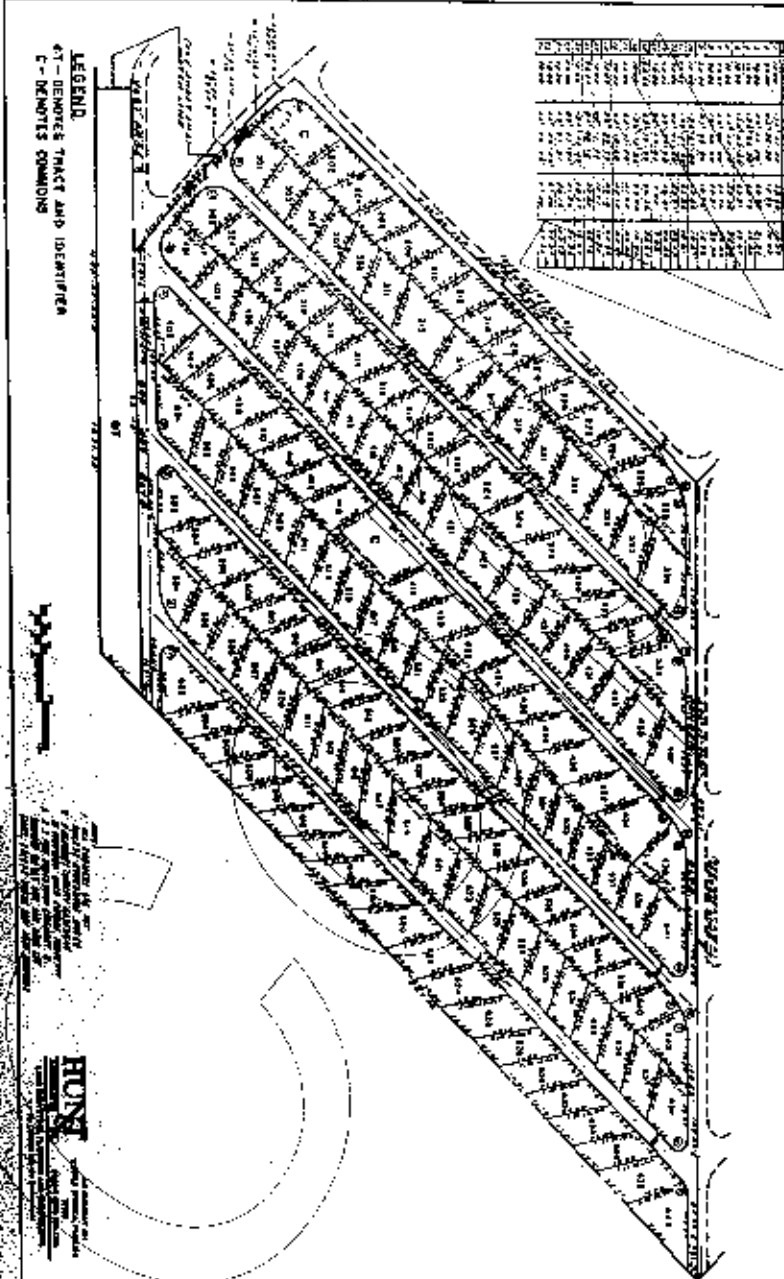
LEGEND
 - DT - DENOTES TRACT AND IDENTIFIER
 - C - DENOTES COMMONS

HONN
 ARCHITECTS
 1000 N. ...
 ...

YOGI BEAR'S JELLYSTONE PARK CAMP-RESORT APOPKA A CONDOMINIUM

CONVERT DATA

UNIT	AREA	PERCENT	AREA	PERCENT
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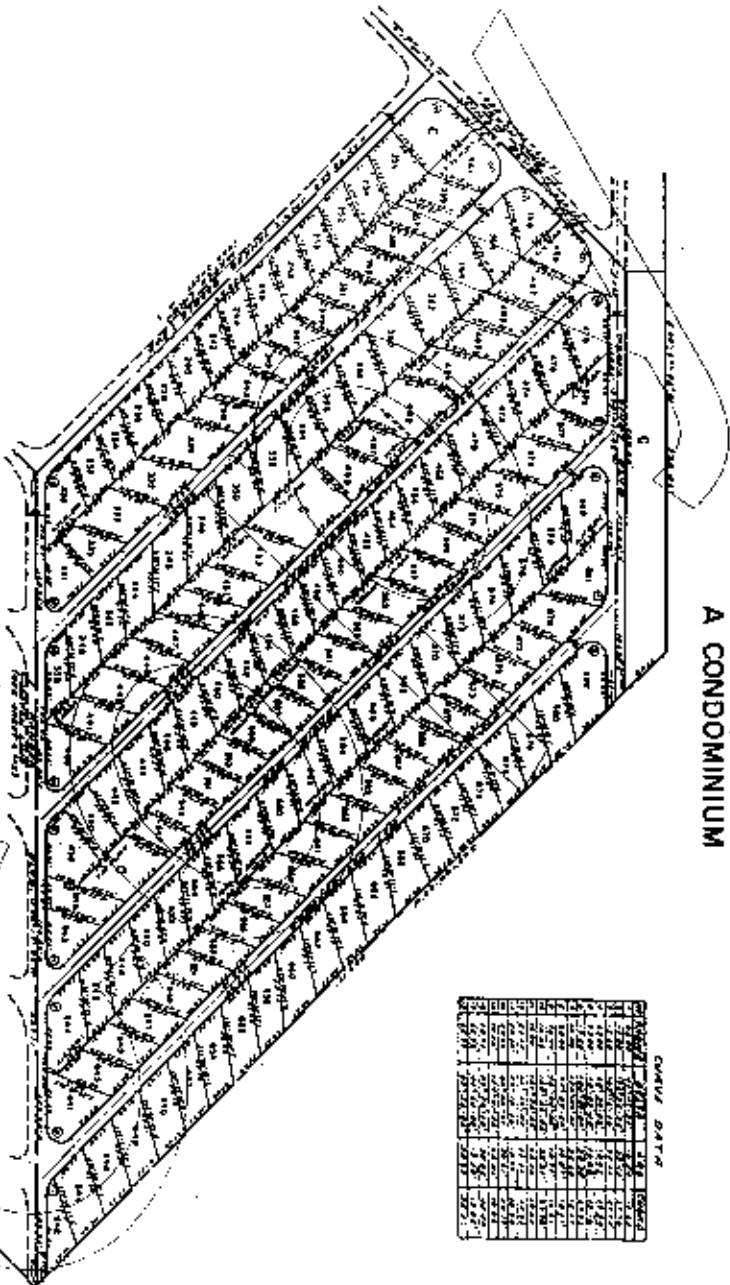
LEGEND
 A - DENOTES TRACT AND IDENTIFIER
 C - DENOTES COMMONS



THE PROPERTY IS THE
 PROPERTY OF THE
 DEVELOPER AND IS
 NOT TO BE USED FOR
 ANY OTHER PURPOSE
 WITHOUT THE WRITTEN
 CONSENT OF THE
 DEVELOPER.

HUNY
 HUNY ARCHITECTS
 1000 N. W. 10th St.
 Ft. Lauderdale, FL 33304
 (305) 555-1111

**YOGI BEAR'S
JELLYSTONE PARK
CAMP-RESORT
APOPKA
A CONDOMINIUM**



LEGEND
C - DENOTES COMMONS

OWNER DATA

UNIT NO.	OWNER NAME	ADDRESS	CITY	STATE	ZIP
101
102
103
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THESE UNITS ARE TO BE USED AS VACATION HOMES ONLY. NO PERMANENT RESIDENCE IS TO BE MAINTAINED IN ANY OF THESE UNITS. THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF THE UNITS AND SHALL BE SUBJECT TO THE HOA BYLAWS AND RULES.

HONY
HONY CONSTRUCTION, INC.
1000 S. W. 10TH AVE.
MIAMI, FL 33135
TEL: 305-351-1111
FAX: 305-351-1112

AFFIDAVIT AS TO YOGI BEAR'S JELLYSTONE PARK CAMP-RESORT
APOPKA - A CONDOMINIUM

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared DONALD W. MCINTOSH, JR. who, having been duly sworn, deposes and says:

1. He is a registered land surveyor within the State of Florida, bearing registration number 3422.
2. He has reviewed the mathematical computations of the aforementioned condominium, Sheets 1 through 5.
3. He has not performed any field surveys of the aforementioned condominium to date.
4. He has found certain errors and omissions from said document which were detected as a function of the mathematical calculations performed.
5. The errors and omissions have been listed together with the appropriate corrections on the attachment to the Affidavit entitled "Corrections to Yogi Bear's Jellystone Camp-Resort, Apopka, A Condominium"

Dated this 2nd day of February, 1983.

DONALD W. MCINTOSH ASSOCIATES, INC.

Donald W. McIntosh, Jr.
Donald W. McIntosh, Jr., President
P.L.S. No. 3422

Subscribed and sworn to and subscribed before me
in the State and County aforesaid
this 2nd day of February, 1983.

Walter S. Burkner
Notary Public, State of Florida
My Commission Expires April 29, 1983
Sponsored by Associated Real Estate Companies

CORRECTIONS TO YOGI BEAR'S JELLYSTONE CAMP-RESORT
APOPKA - A CONDOMINIUMSHEET No. 2 of 5

Lot 113	Northeast line	
	Delete	4.05
	Add	4.53
Tract T 4	North line	
	Delete	47.34
	Add	47.43

SHEET No. 3 of 5

Curve Data Table	Curve No. 24	
	Delete Delta	122°49'43"
	Add Delta	122°50'24"
	Delete Arc	88.24
	Add Arc	88.25
	Delete Chord	72.28
	Add Chord	72.29

SHEET No. 4 of 5

Lot 604	Northeast line	
	Delete	34.87
	Add	34.95
Lot 604-606	Common line	
	Delete	69.03
	Add	69.08
Lot 606	Northeast line	
	Delete	35.09
	Add	35.00
Lot 425 and 427	Common line	
	Delete	N 43°24'04" E
	Add	N 36°51'25" E

SHEET No. 5 Of 5

South Boundary of Condominium	Delete	927.17
	Add	927.18
Lot 450	North line	
	Delete	37.39
	Add	38.39
Curve Data Table	Curve No. 8	
	Delete Delta	44°50'34"
	Add Delta	44°50'56"

NINETY-NINE YEAR COMMONS LEASE

THIS NINETY-NINE YEAR COMMONS LEASE (hereinafter referred to as the "Lease") is entered into this 16th day of June, 1982, by and between SUN MANAGEMENT OF ORANGE COUNTY, INC., a Florida corporation, hereinafter called the "Lessor"; JELLYSTONE PARK CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, hereinafter called the "Lessee"; and SUN RESORTS, INC., a Florida corporation, hereinafter called the "Developer".

W I T N E S S E T H:

1. Demise. Upon the terms and conditions herein set forth and in consideration of the prompt payment from time to time by the Lessee of the rents and other sums of money hereinafter set forth, and in consideration of the prompt and continuous performance by the Lessee of each and every of its covenants and agreements herein made to be kept and performed, the Lessor does hereby lease, let and demise unto the Lessee, and the Lessee does hereby lease of and from the Lessor, the following described property, lying and being situate in Orange County, Florida, to-wit:

All that certain property being described as "The Commons" on the Survey and plot plan of Yogi Bears Jellystone Park Camp-Resort (Apopka), a Condominium.

All of said property, together with the appurtenances thereto and together with all improvements, buildings and structures now or hereafter placed thereon, and all furniture, furnishings, fixtures, machinery and equipment, now thereon, and all additions thereto and replacements thereof, being hereinafter called, referred to and included within the term "Demised Premises".

2. Term. The term of this Lease shall be for a period of ninety-nine (99) years from even date.

3. Use of Premises. The Lessee is the condominium association formed pursuant to the applicable provisions of the Florida Statutes for the purpose of managing the affairs of Yogi Bear's Jellystone Park Camp-Resort (Apopka), a Condominium, hereinafter referred to as the "Condominium", as well as proposed future Condominiums on adjacent property owned by Lessor. The Lessee has entered into this Lease to make available the Demised Premises for the recreation, leisure time activity, health, use, benefit and enjoyment of the unit owners and/or the unit occupant of the condominium or condominiums as they may from time to time exist during the term of this Lease. It is, therefore, acknowledged and agreed that this Lease has been created for the use and benefit of the owners or occupants of more than one condominium. THE MAXIMUM NUMBER OF CONDOMINIUM UNITS WHICH WILL BE SERVED BY THE DEMISED PREMISES IS APPROXIMATELY 1500 UNITS. There are 533 Units in the Condominium known as Yogi Bear's Jellystone Park Camp-Resort (Apopka). THE LESSOR FURTHER RESERVES THE RIGHT TO LEASE OR CONTRACT FOR THE USE OF THE DEMISED PREMISES BY OTHER CONDOMINIUMS, GROUPS OR PERSONS, FOR THE PURPOSE OF ENABLING THE COST OF MAINTENANCE AND OPERATION THEREOF TO BE APPORTIONED AMONGST A LARGER NUMBER OF PERSONS. DEVELOPER IS THE OWNER OF CERTAIN TRACTS WITHIN THE CAMP RESORT. A PORTION OF THIS PROPERTY WILL BE USED BY THE DEVELOPER AS TENT CAMPSITES FOR PERSONS WHO WILL USE THE DEMISED FACILITIES. DEVELOPER ALSO HAS A PROGRAM OF CHARGING ADMISSION FOR DAY VISITOR OR PICNIC GROUP USE OF THE DEMISED PREMISES. A PORTION OF THE INCOME WILL BE PAID TO LESSEE AS MORE PARTICULARLY SPELLED OUT BELOW. It is recognized and acknowledged that the Lessor under the terms of this Lease is presently represented upon the Board of Directors and among the officers of the Lessee, and that other officers and directors constituting the original Board of Directors and officers thereof

are persons who may be subject to the control or influence of the Lessor. Each unit owner, for himself, his heirs, successors and assigns waives all objection to such circumstances and ratifies and agrees to be bound by the terms and provisions of this Lease to the same extent as if he had joined in the execution hereof for all purposes herein expressed, as well as for the purposes of:

(a) subjecting all of his right, title and interest in his condominium unit and to the common elements appurtenant thereto to the lien rights granted the Lessor under the provisions hereof;

(b) agreeing to perform each and every of the covenants, promises and undertakings to be performed by condominium unit owners wherever so provided in this Lease; and (c) ratifying, confirming and approving each and every provision herein contained, and acknowledging that all of the terms and provisions hereof, including the rental reserved, are reasonable.

a. Agent. The Lessee shall constitute the irrevocable agent in fact, with full power of substitution, of each and every act and thing required of unit owners pursuant to the provisions of this Lease, and to consent to and execute any and all documents, where necessary, to effectuate any and all of the provisions of this Lease. In the event any of the provisions of this Lease shall be in conflict with any of the provisions of the Declaration of Condominium, the provisions of this Lease shall control, except with the express written consent of the Lessor to the contrary.

b. Rent is Common Expense. The rental herein provided to be paid, the cost of repairing and maintaining the Demised Premises in good condition and repair, and of replacing portions thereof, as necessary, and other undertakings and obligations herein provided for, shall constitute a common expense of the Condominium.

c. Rights of Unit Owners. Each condominium unit owner shall have the right to use, occupy and enjoy the Demised Premises through the Lessee, subject to all of the provisions of this Lease, the Declaration of Condominium, the Articles of Incorporation and the By-Laws of the Lessee, and such rules and regulations which the Lessee may from time to time adopt.

d. Subject to Laws, etc. Use of the Demised Premises shall be subject to all laws, statutes, ordinances, rules and regulations of appropriate governmental authorities, and to the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, then of any other body exercising similar functions. All use of the Demised Premises shall further comply with requirements of all insurers carrying insurance in force with respect to the Demised Premises.

e. Franchise Agreement. The Demised Premises shall always be operated and maintained in a manner which is strictly in compliance with the standards of the Franchise Agreement dated April 15, 1970, and the amendment thereto dated June 15, 1982 (copies of which are attached hereto as Exhibit "A"), and as it may further be amended.

4. Rent. The Lessee agrees to pay the Lessor, as rent, so long as the Lessor continues to manage the Demised Premises under a separate Management Agreement with the Lessee, the sum of One Dollar (\$1.00) per year, payable on January 1 of each year. In the event the Lessor ceases to be such a manager for any reason, the rent hereunder shall automatically increase to an amount, paid on a monthly basis, equal to the then fair and reasonable rental

value of the Demised Premises, adjusted annually for increases or decreases in the fair rental value (based in part upon the fair market value of the Demised Premises), determined by an appraisal performed by three (3) independent appraisers, one selected by the Lessor, one selected by the Associated, and one selected by such two appraisers.

a. Amount and Place of Payment. Rent shall be payable in current legal tender of the United States of America at such place or places as the Lessor shall from time to time in writing direct, and a place once designated for the payment of rent shall remain such until it shall be changed by written notice from the Lessor. All rent shall be payable without notice or demand. For the present, and until further notice, rent shall be payable to the Lessor at 1850 Lee Road, Suite 115, Winter Park, Florida 32789. Waivers, indulgences or changes by the Lessor as to any rental payment or rental payments with reference to the place of payment, or in accepting anything other than current legal tender as rent, shall not be construed as a waiver, indulgence or change upon any subsequent occasion.

b. Additional Condominiums. At such time as any of the lands owned or acquired by Developer and located within visual sight of this Condominium (within the horizon) are submitted to condominium ownership by recording of a Declaration of Condominium therefor, all assessments for rent due hereunder shall be calculated to provide for an equal amount to be paid by each unit owner, regardless of which condominium includes his unit.

5. Rights Reserved Unto Lessor and Developer. So long as Developer retains ownership of at least one (1) Unit in any Condominium which is a Lessee hereunder, the Developer shall have the following rights with regard to the Demised Premises, notwithstanding any other provisions of this Lease to the contrary:

a. Promotion and Sale. Lessor grants to Developer the right to use, occupy and demonstrate, on a non-exclusive basis, all of the Demised Premises for the purpose of promoting and aiding in the sale of the condominium units, time-share contracts, unit or tent rentals, and day visitor or overnight use. Such rights shall not be exercised in an unreasonable manner not consistent with the rights of the members of the Lessee, to use, occupy and enjoy such portions of the Demised Premises.

b. Admission Fees. Nothing herein contained shall serve in any way to reduce Lessee's obligations for the payment of rent, taxes, repair and maintenance of the Demised Premises; provided that where the Developer is receiving rent or admission fees from tent area campers or day visitors and picnic groups, the Developer shall remit five percent (5%) of such rent or fees to the Association as a contribution toward payment of rent, taxes, repairs and maintenance of the Demised Premises.

c. Promotional Materials. The Lessor and the Developer shall have the further right to display and erect signs, billboards and placards, and to store, keep, exhibit and distribute written, audio and visual promotional materials in and about the Demised Premises.

d. Lessor's Right to Deed Premises to Association. Lessor reserves the right to deed to the Association all or part of the Demised Premises to the Lessee.

e. Lessor's Right to Add to Demised Premises. Lessor reserves the right to add to the Demised Premises. There may

be a material increase in maintenance costs resulting therefrom to the individual unit owner. There may be an increase in rental payable under the Lease as a consequence of any such addition to the Demised Premises.

f. No Breach of Lessor. No act of the Lessor or the Developer exercised or performed pursuant to the rights reserved to it under the provisions of this Paragraph 5 shall be construed or deemed as a breach of the Lessor's covenants hereunder or as an actual, implied or constructive failure of the Lessor to deliver possession of the Demised Premises to the Lessee, or as an actual, implied or constructive eviction of the Lessee from the Demised Premises, or as an excuse or justification for the Lessee's failure to promptly, fully, completely and continuously perform its covenants and obligations hereunder.

6. Association and Management Agreement. The Lessee, in its capacity as a condominium association, has entered into a Management Agreement with Sun Management of Orange County, Inc., as Manager of the Condominium. The Manager has the duty and responsibility to perform all administrative and managerial acts required to be performed by the Lessee under this Lease.

7. Non-Exclusivity and Easements.

a. Non-exclusivity. The Lessee specifically acknowledges that this is a non-exclusive Lease, and that the Lessor reserves the right to lease the Demised Premises to other persons, natural or artificial, including other condominiums developed by Developer, upon such rentals, terms, and for such period as the Lessor may determine upon, without the consent or approval of the Lessee, provided only that any such additional Lessee shall be required to pay equitable contribution towards the cost of maintaining the Demised Premises, as well as towards all of the obligations herein imposed upon the Lessee, such as real estate taxes, insurance and the like, provided, however, the existence of any such additional Lessee or Lessees shall not in any wise serve to diminish or reduce the Lessee's obligation for the payment of rent as herein contained.

Developer further shall have the right to rent tent area sites on Developer-owned parcels and to charge admission to day visitors and picnic groups who will use the Demised Premises in common with the unit owners. Developer covenants and agrees that it will not rent tent sites or allow day visitor or picnic group use which will in its reasonable discretion overload the capacity of the Demised Premises. Developer shall remit five percent (5%) of such rent or fees to the Lessee as a contribution toward payment of rent, taxes, repairs and maintenance of the Demised Premises.

b. Easements. The Lessor specifically reserves unto itself and to all those claiming by, through and under it, an easement for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Demised Premises as may be from time to time intended and is designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Demised Premises as may from time to time be paved and intended for such purpose and use.

8. Option to Purchase. Lessor hereby grants to Lessee an option to purchase the Demised Premises, at a price to be determined upon exercise of said option. If the price cannot be agreed

upon at that time, the parties agree to submit to binding arbitration for a determination thereof. The price determined to be payable for the Demised Premises shall be paid in cash within ninety (90) days of the exercise of the option. This option to purchase shall be exercisable on the ten (10) year anniversary of the effective date of this Lease and on each succeeding yearly anniversary thereafter. The option shall be exercisable by the Lessee by delivering or mailing by certified mail, return receipt requested, to Lessor a notice in writing its intention to exercise this option to purchase within fifteen (15) days prior to said anniversary date. The option to purchase shall be exercised upon the approval of owners of two-thirds (2/3) of the condominium units served by the Demised Premises.

9. Right of First Refusal. Lessor hereby grants Lessee a right of first refusal in the event Lessor wishes to sell its interest in the Demised Premises. In the event Lessor receives a bona fide offer to purchase Lessor's interest hereunder, Lessor shall send Lessee and each condominium unit owner a copy of the executed offer. For ninety (90) days following receipt of the offer by Lessee or the unit owners, Lessee and the unit owners shall have an option to purchase the interest on the terms and conditions contained in the offer. The option shall be exercised, if at all, by notice in writing given to Lessor within the ninety (90) day period. If the Lessee or the unit owners shall fail to exercise the option within the ninety (90) day period, Lessor shall have the right, for a period of sixty (60) days after the ninety (90) day period has expired, to complete the sale transaction pursuant to the provisions contained in the copy of the executed offer sent by Lessor to Lessee and the condominium unit owners. If for any reason such transaction is not completed within the sixty (60) day period, the offer shall be deemed abandoned, and no sale of the Demised Premises may take place without the Lessor again following the procedure described in this Paragraph 9.

10. Taxes.

a. Generally. The Lessee covenants and agrees to pay to the Lessor all real estate taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of whatever kind and nature, all of which are hereinafter called "taxes and assessments", which are assessed, levied, confirmed, imposed or charged against the Demised Premises for the year 1983 and subsequent years during the term of this Lease. Payment of all such taxes and assessments shall be made by the Lessee to the Lessor within fifteen (15) days of written demand therefor, provided, however, if any such tax or assessment is payable or may be paid at the option of the taxpayer in installments (whether or not interest shall accrue on the unpaid balance of such tax or assessment), Lessee may, at its option, pay the same together with any accrued interest on the unpaid balance of any such tax or assessment, to the Lessor in installments not less than thirty (30) days before the same shall respectively become due, and provided further that as to any tax or assessment applying to a fiscal period of the taxing authority wherein part of the period is included within the term of this Lease and a part of the tax or assessment is for a period of time after termination of this Lease, the said tax or assessment shall be prorated and adjusted between the Lessor and Lessee as of the date of termination of this Lease.

b. Other Taxes. Nothing in this Paragraph shall obligate the Lessee to pay the income, inheritance, estate or

succession tax, or any other tax which may be levied or assessed against the Lessor with respect to or because of the income derived from this Lease, excepting that in the event the State of Florida, or any political subdivision thereof, shall during the term of this Lease impose a tax or excise on rents, and shall levy or assess the same against the Lessor as a substitution in whole or in part for taxes assessed or imposed by such state or political subdivision thereof on land and buildings and/or personalty, the same shall be deemed to be included within the term "taxes and assessments", and the Lessee shall pay and discharge such tax or excise on rent. Any obligation in the nature of a "sales tax" or "use tax" that shall become due or payable by reason of the rental payable by the Lessee under the terms and provisions hereof shall be the obligation of and shall be paid by the Lessee.

c. Lessee's Right to Contest. The Lessee shall have the right to contest the amount or validity of any tax or assessment but nothing herein shall imply any right on the part of the Lessee to defer or postpone such payment for any such purpose unless such proceedings shall operate to prevent or stay the collection of the tax or assessment so contested and the Lessee shall have deposited with the Lessor the amount so contested and unpaid together with all interest and penalties in connection therewith and all charges that may or might be assessed against or become a charge or lien on the Deceased Premises, or any part thereof, by reason of such contest or by reason of the delay in the payment of the tax assessment which may result from such contest. Upon termination of such proceedings, the Lessor shall pay the amount of any such tax or assessment or any part thereof as shall be finally determined by such proceedings to be due and payable, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or liabilities in connection therewith, from the monies deposited by the Lessee, as aforesaid, and shall return any remaining sums to the Lessee without interest. If at any time during the course of such contest proceedings, it shall appear to the Lessor that the amount deposited by the Lessee is or may be insufficient to pay in full the amount of the tax assessment, together with all interest, penalties and other charges which may be incurred by reason of the contest proceedings, or if at the termination of such proceedings it appears that the amount deposited by the Lessee is insufficient to pay in full the amount found to be due, the Lessor shall have the right to require the Lessee to deposit such additional sums as the Lessor may reasonably request, and upon failure of the Lessee to do so within thirty (30) days of demand therefor the amount theretofore deposited with the Lessor may be applied to the payment, removal and discharge of any then pending and contested tax or assessment, and any delinquency shall be treated as unpaid rent. The Lessor, at the Lessee's sole expense, shall join in any such proceedings if any law shall so require.

d. Cooperation of Lessor. The Lessee may, if it shall so desire, endeavor at any time to contest the validity of any assessment, or to obtain a lowering of the assessed valuation upon the Deceased Premises for the purpose of reducing any assessment. In such event the Lessor will offer no objection and at the request of the Lessee, without expense to the Lessor, will cooperate with the Lessee. If requested by the Lessee, and provided the Lessor will not, in the reasonable judgment of the Lessor, incur any expense or liability thereby, the Lessor will execute any documents which may

be necessary and proper for any such proceedings. Any refunds, to the extent based on a payment of an assessment made by the Lessee, shall be the property of the Lessee.

e. Escrow of Taxes and Assessments. The Lessor may at any time require the Lessee to deposit funds for the payment of current taxes and assessments on the Demised Premises in a bank or trust company selected by the Lessor. Such funds shall be held in the name of the Lessee, with any interest accruing to the benefit of the Lessee, but the depository shall be prohibited from paying such funds to anyone other than the appropriate taxing authority except upon the written consent of the Lessor. The Lessee shall so deposit one-twelfth (1/12) of the current annual taxes, or those of the preceding tax year if the current taxes have not then been fixed, on the first day of each month in advance, except that all additional funds required for any payment shall also be deposited on the first day of the final month during which or at the end of which a payment is due and payable without interest or penalty, and during which the maximum discount for early payment is allowable under the law. Notwithstanding the foregoing, the first deposit made by the Lessee shall be in an amount sufficient to create a bank balance equal to what it would have been had the Lessor required the first such monthly deposit to have been made on the first day of the month immediately succeeding the month during which the tax could have been paid with the maximum permissible discount for early payment allowed under the law.

11. Insurance Premiums and Utilities. Lessee covenants and agrees that it shall pay premiums for all insurance policies which the Lessee is obligated to carry under the terms of this Lease not less than fifteen (15) days prior to the date upon which the same shall become due, and that it will exhibit to the Lessor proof of such payment within ten (10) days after making payment. The Lessee shall further make all necessary deposits in connection with and pay all bills and charges for gas, electricity, and telephone or other communication service, and for all other utilities used, rendered or supplied on or in connection with the Demised Premises, and shall indemnify the Lessor against any liability or damages on such account, except that Developer shall be responsible for an equitable share of those expenses resulting from the Developer's use of the Demised Premises as provided in Paragraph 5 hereof.

12. Repairs and Maintenance. Lessee shall at all times during the terms of this Lease, at its own expense, make all necessary repairs and replacements to the Demised Premises and maintain the same in good condition. This covenant shall include the obligation upon the part of the Lessee to replace or renew when necessary any item of furniture, fixtures, machinery and equipment and all such replacements and renewals shall be at least equal in quality and class to the original equipment, furnishings, machinery or fixtures. Air conditioning, pool and other such equipment and machinery shall be regularly serviced and maintained under appropriate service contracts. Lessee shall keep and maintain all portions of the Demised Premises in clean and orderly condition, free of accumulation of dirt and rubbish and pest infestation. All buildings, structures and improvements, furniture, furnishings, fixtures, machinery and equipment now or hereafter replaced or bought, or intended for use upon the Demised Premises shall be a part thereof and thereby the property of the Lessor, without payment therefor by the Lessor, and shall be

surrendered to the Lessor if this Lease should terminate prior to the term stated in Paragraph 2 above.

13. Encumbrances, Mechanics' Liens. All persons are hereby placed on notice that the Lessee shall never, under any circumstances, have the power to subject the interest of the Lessor in the Demised Premises to any encumbrances, including mechanics' or materialmen's lien or liens of any kind, in the absence of a specific provision to the contrary herein contained authorizing in specific terms the creation of such lien or liens. All persons who may hereafter, during the term of this Lease, furnish work, labor, services or material to the premises upon the request or order of the Lessee, or any person claiming under, by and through the Lessee, shall and must look only to the interest of the Lessee in connection with payment therefor, and not to the interest of the Lessor. If any mechanics' liens are filed or asserted against the Lessor's interest in the Demised Premises, the Lessee shall, within thirty (30) days after the date upon which notice thereof shall come to its attention, cause such lien to be released from the Lessor's interest in the Demised Premises, in the manner provided by the applicable statutes of the State of Florida, failing which the Lessee shall have the right to cause the said lien to be released in the manner provided by the Florida Statutes, and shall have the right to thereupon charge the costs of having had the said lien removed and discharged against the Lessee as additional rent due; said additional rent to be due and payable within fifteen (15) days of the date of notice thereof to the Lessee.

14. Indemnification.

a. Lessee to Hold Lessor Harmless. Lessee covenants and agrees with the Lessor that during the term of this Lease, the Lessee will indemnify and save harmless the Lessor (which, for the purpose of this Section 14 shall be deemed to include all parties required to be named as additional insureds under the terms of the franchise agreement, referenced in Subsection 3.e.) against any and all claims, debts, demands or obligations which may be made against the Lessor, or against Lessor's title in the premises, arising by reason of or in connection with the making of this lease and the leasehold interest hereby created in the Lessee, and if it becomes necessary for the Lessor to defend any action seeking to impose such liability, the Lessee will pay the Lessor all costs of court and attorney's fees incurred in connection with any such defense, in addition to any other sums which the Lessor may be called upon to pay by reason of entry of a judgment against the Lessor in litigation in which such claim is asserted.

b. Liability Insurance. The Lessee will be responsible for insurance in the form generally known as Public Liability and Property Damage and/or Owner's Landlord and Tenant Policies, insuring the Lessee against any and all claims and demands made by any person or persons whatsoever for injuries received in connection with the operation and maintenance of the improvements and buildings located on the Demised Premises, or for any other risks insured against by such policies, each class of which policies shall have been written with limits of not less than \$300,000.00 for damages incurred or claimed by any one or more persons as a result of any accident or incident. All such policies will include the names the Lessee and Lessor, as well as Developer, Sun Management of Orange County, Inc., Sun Utilities of Orange County, Inc. and any Mortgagees of the above entities, as their respective interests may appear, as parties insured by such policy or policies, and the original or a true copy of each of such policies shall be delivered by Lessee to Lessor promptly upon the issuance of such policy or policies, together with the adequate evidence of the fact that the premiums therefor have been paid in full; and, in any event, such policies and evidence of payment by the Lessee of the premiums shall be delivered by the Lessee to Lessor before the expiration of any then similar coverage and in time to

assure the Lessor that such coverage will be carried continuously. The said insurance policy or policies shall be in such form as herein set forth and in such company or companies, and in such amounts, in addition to the minimum amounts specified herein as the Lessor shall reasonably require. The said policy or policies shall contain a provision reciting that the coverage provided thereby may not be cancelled or changed without actual prior notice being given to the Lessor.

c. Property Insurance. Lessee shall be responsible for policies of insurance insuring the buildings and improvements now or hereafter located upon and constituting a portion of the Demised Premises against loss by fire, wind-storm and such other hazards as may be included in the broadest form of extended coverage from time to time available; and by boiler explosion, if boilers are now or hereafter located in any portion of the Demised Premises; and, to the extent required by the Lessor, war damage or damage by civil insurrection or commotion as the same may not be covered by other policies hereinabove described. When, in compliance with the provisions of this Paragraph, the Lessee shall furnish policies insuring the actual replacement cost, said valuation shall be without deduction or depreciation insofar as such coverage may be obtainable, and in such case the term "maximum insurable value" as used herein shall mean the actual replacement cost of the property required to be insured without deduction for depreciation.

All insurance required to be carried shall be effected under policies written in such form and issued by such companies as shall be selected or approved by the Lessor, which shall not unreasonably withhold such approval. All policies shall be for the benefit of the Lessor and the Lessee as their respective interests may appear, and shall be subject to such provisions as mortgagees of the Demised Premises may require.

15. Reconstruction and Repair. Upon the occurrence of any damage or total or partial destruction to any portion of the Demised Premises, whether or not the casualty causing such damage be insured against, and whether or not, if insured, any proceeds are paid in connection therewith, the foregoing provisions shall apply:

a. Lease to Continue. The destruction, alteration, demolition or non-use or other deterioration in condition of the Demised Premises or any portion thereof, regardless of the nature thereof or events which cause such destruction, alteration, demolition or non-use, except taking by eminent domain, shall not in any way reduce, abate or suspend the Lessee's obligations and covenants hereunder nor shall the same affect a termination in whole or in part of this Lease.

b. Reconstruction and Repair by Lessee. The Lessee, at its expense, shall repair and reconstruct, if necessary, any and all improvements, buildings and structures damaged, and shall replace or repair all personal property damaged so as to restore the same into good condition. For the purposes of this Paragraph, as well as when used elsewhere in this Lease, "good condition" shall mean the best condition in which it is reasonably possible to place the real or personal property involved. Work necessary to accomplish improvements on personal property shall be commenced not later than sixty (60) days after the occurrence of damage, and shall be completed no later than ten (10) months after date of commencement, provided, however, these time limitations shall

be extended by reason of any time lost due to an act of God, war, civil insurrection, strikes or other events over which the Lessee has no control.

c. Plans, Specifications and Estimates. Within thirty (30) days after the occurrence of damage requiring replacement or repair of improvements to the Demised Premises, where such replacement or repair requires the issuance of a building or other permit by and pursuant to the ordinances of a governmental authority, the Lessee shall supply to the Lessor plans and specifications for such reconstruction and repair. Said plans and specifications shall be prepared by, and be under the certificate of an architect licensed to practice in the State of Florida. Within thirty (30) days thereafter the Lessee shall furnish to the Lessor a general contractor through which the work, labor and materials indicated by such plans and specifications are to be furnished at an agreed price and a performance, completion and payment bond is to be provided for.

d. Proceeds of Insurance.

(1) In the event proceeds of insurance shall be payable by reason of damage and/or total or partial destruction of the Demised Premises, or any portion thereof, and as often as such insurance proceeds shall be payable, the same shall be deposited in a special account of the Lessor in a bank in Orange County, Florida, and such sums shall be available to the Lessee for the purpose of reconstruction and repair pursuant to the provisions of this Paragraph. Such monies shall be paid out of said special account from time to time by the Lessor upon the certificate of the Lessee or of the contractor who has contracted for the performance of such reconstruction and repair, certifying that the amount of the payment is being applied to the payment of obligations incurred for such reconstruction and repair, provided, however, the Lessor shall have the right to make such payment directly to the subcontractor or materialmen to whom sums of money may be due and owing from time to time, as reflected in such certificate, and provided, further, that the Lessor shall have the right to require the Lessee at the time of contracting for or undertaking such repair or reconstruction, and/or at such additional time thereafter as may be appropriate, to provide evidence satisfactory to the Lessor that at all times the undisbursed portion of such fund in said bank account is sufficient to pay for the reconstruction and repair in its entirety, and if at any time it should reasonably appear to the Lessor that said funds will be insufficient to pay the full cost of said repair and reconstruction, the Lessee will immediately and forthwith deposit into said fund such additional monies as may be reasonably necessary to pay such full costs. Upon the completion of the said reconstruction and/or repair, and upon the Lessor having been provided with receipted bills and full and final waivers of lien as to all work performed and material supplied, any monies remaining in said special account shall be paid over and disbursed by the Lessor to the Lessee.

(2) In any instance where the proceeds of insurance for damage or destruction shall be less than TEN THOUSAND AND NO/100 DOLLARS (\$10,000) for reason that it reasonably appears that the cost of repair or reconstruction shall be less than TEN THOUSAND AND NO/100 DOLLARS (\$10,000) then the proceeds of insurance shall

be payable to the Lessee directly, to be disbursed by it for the purpose of paying for the reconstruction and repair.

(3) Notwithstanding anything contained herein to the contrary, the provisions of any mortgage now or hereafter encumbering the Demised Premises relative to insurance and proceeds thereof shall have priority and shall supersede all of the provisions of this Lease. In the event a mortgagee shall have an option to apply insurance proceeds to the reduction or payment of the mortgage debt and so elects to apply the same or some portion thereof, the Lessor shall be required within one hundred twenty (120) days after the application of said funds by such mortgagee to create from its own funds or from the proceeds of a new mortgage upon the Demised Premises the amount of monies so applied by such mortgagee, the said monies to be held by the Lessor in a special fund pursuant to the provisions of Subparagraph (1) above, as if the same were the proceeds of insurance. If a mortgagee shall elect to submit the application of insurance proceeds to reconstruction and repair, such mortgagee may hold such funds and may impose such terms and conditions relative to requiring the Lessee to supplement such funds in such amounts as may be necessary to pay for reconstruction and repair, to disbursements of the same, and to such other matters relating to such funds and proceeds as such mortgagee may require.

16. Lessor's Right to Apply Funds Held on Behalf of the Lessee. If at any time during the term of this Lease the Lessor shall have in its possession monies otherwise belonging or payable to the Lessee, and the Lessee shall, at the time said money would otherwise be payable to it, be in default in the payment of any of its obligations provided for herein, the Lessor shall have the right to apply such proceeds against all existing defaults to the extent available or necessary to cure such defaults.

17. Eminent Domain.

a. As to Demised Premises.

(1) Total Taking. If, during the term of this Lease, the entire Demised Premises shall be taken as a result of the exercise of the power of eminent domain, herein called "proceeding", this Lease and all right, title and interest of the Lessee hereunder shall cease and come to an end on the date of the vesting of title pursuant to such proceeding and the Lessor shall be entitled to and shall receive the total award made in such proceeding and the Lessee hereby absolutely assigns such award to the Lessor.

(2) Partial Taking. If, during the term of this Lease, less than the entire Demised Premises shall be taken in any such proceeding, this Lease shall terminate as to the part so taken and the Lessor shall be entitled to, and shall receive, the total award made in any such proceeding, and the Lessee hereby assigns such award to Lessor, but the Lessee in such case covenants and agrees, at Lessee's sole cost and expense (subject to reimbursement as hereinafter provided) to promptly restore, repair and replace those portions of the structures on the Demised Premises not so taken and to replace structures totally taken. The Lessor agrees in connection with such restoration to apply or cause to be

applied the net amount of any award for damage to the structure or structures on the Demised Premises that may be received by it in any such proceeding toward the cost of such restoration and replacement (but the amount so applied shall not include the cost of any alteration, construction, change or improvement the Lessee may desire to make that is not necessary to restore to completion that portion of the structures not so taken or to replace structures totally taken to substantially the same usefulness, design, and construction as immediately before such taking, it being understood that no alteration or change in the basic configuration of the improvement shall be made without the approval of the Lessor), and the said net award shall be paid out from time to time to the Lessee as such restoration and replacement progresses upon the written certification of the Lessee or of the contractor who has contracted for the performance of such restoration and replacement.

(3) Lessee Not Excused by Late Payment. If payment of the net award as aforesaid shall not be received by Lessor in time to permit payments as the work of restoration and replacement progresses, the Lessee shall, nevertheless, perform and fully pay for such work without delay (except for unavoidable delays over which the Lessee has no control) and payments in the amount of which Lessee may be entitled shall thereafter be made by Lessor out of said net award as and when payment of such net award is received by Lessor. If the funds to be applied by Lessor are insufficient to pay the entire cost of such restoration, the Lessee agrees to pay any deficiency and to deposit the amount of such deficiency, as estimated by the architect or contained in a contract with the Lessor to perform such work, prior to the work being performed.

(4) Abatement of Rent. From and after the date of vesting the title in such proceeding, a just proportion of the rent, according to the nature and extent of such taking, shall abate the remainder of the term of this Lease.

(5) Balance of Funds. If after making the payments provided for in Subparagraph (2), above, there remains any balance in Lessor's hands, it shall be retained by Lessor as its property.

(6) A Taking of Less than Fee Simple Title. If all or any of the Demised Premises shall be taken by exercise of the right of eminent domain for governmental occupancy for a limited period, this Lease shall not terminate and the Lessee shall continue to perform and observe all of its covenants as though such taking had not occurred. In the event of such a taking, the Lessee shall be entitled to receive the entire amount of any award made for such taking (whether paid by way of damage, rent or otherwise), reduced to the percentage thereof that the Lessee is then obligated to pay for repairs and maintenance under the provisions of Paragraph 12, unless the period of governmental occupancy extends beyond the term of this Lease, in which case the award to the extent that it represents rent shall be apportioned between the Lessor and Lessee as of the date of the end of the term of this Lease. The Lessee covenants that at the termination of any such governmental occupancy, it will, at its cost and expense, restore the

improvements on the Demised Premises in as good condition as when new, but the Lessee shall not be required to do such restoration work if on or prior to the date of such termination of governmental occupancy the term of this Lease shall be ended.

(7) Proration. In the event of the termination of this Lease in full, or as to any portion of the Demised Premises as a result of a total or partial taking by an eminent domain proceeding, the Lessee shall pay to the Lessor all rent and all other charges payable by Lessee with respect to the Demised Premises or part thereof so taken, justly apportioned to the date of taking.

b. As to the Lessee's Premises. If, during the term of this Lease, there shall be a taking of all or a portion of the lands described in the Declaration of Condominium, the following shall apply:

(1) Certain Takings Not Included. Neither a taking of less than fee simple title nor a taking of ten percent (10%) or less of the units contained upon said lands immediately prior to the time of taking shall be construed or considered as a taking. For the purpose of this Paragraph, a taking of a unit shall have occurred where at least sixty percent (60%) of the square footage thereof has been taken.

(2) Total Taking. If such taking shall involve the taking of all of the units contained upon said lands immediately prior to the time of taking, this Lease shall terminate effective as of the date of taking.

(3) Partial Taking. If the taking be greater than described in Subparagraph (1) above and less than the taking described in Subparagraph (2) above, the rent provided in Paragraph 4 shall be reduced, effective as of the date of taking, by a percentage figure equal to the percentage interest in the common elements and in the common surplus attributable to the condominium units taken, provided, however, that all other provisions of this Lease shall remain in full force and effect.

18. Commencement of Obligations of Lease and Delivery of Possession. The obligations of the Lessor and of the Lessee pursuant to the terms and provisions hereof, and right of possession and use of the Demised Premises, shall commence as of the date of commencement of the term hereby created.

19. Security. For the purpose of securing unto the Lessor the payment of the rent herein provided for, as well as the payment of any other sums due and payable, the Lessor by reason of the terms and provisions hereof, or by reason of any advancements made to or on behalf of the Lessee by the Lessor, as well as for the purpose of securing the performance of each and every one of the covenants of the Lessee herein contained for the use and benefit of the Lessor, the Lessee does hereby grant unto the Lessor the following described liens which shall be cumulative, provided the Lessor may exercise one or more of the said lien rights without thereby waiving the others, or may exercise all simultaneously.

a. Lessee's Interest. The Lessee does hereby give and grant unto the Lessor a continuing first lien paramount and superior to all others upon all of the right, title and interest of the Lessee in and to this Lease and the Demised

Premises.

b. Lessee's Assets. The Lessee does hereby give and grant unto the Lessor a continuing first lien paramount and superior to all others, including unit owners, upon its assets and common surplus.

c. Obligation of Unit Owner. All liens provided for herein shall secure the payment of all monies due the Lessor hereunder and may be foreclosed in a manner provided for the foreclosure of mortgages, provided, however, no lien against any fixtures or equipment in a condominium unit shall secure a sum greater than the percentage of the total existing monies due and owing the Lessor by the Lessee then in default equal to the percentage of the total interest in the common elements and common surplus attributable to such condominium unit, and the lien against any equipment, furnishings, fixtures or portion of the said condominium unit may be discharged by the owner thereof by payment to the Lessor of such sum, and provided, further that so long as a condominium unit owner shall pay that portion of the total monthly rental due and owing the Lessor equal to his proportionate share of the common expenses of the Association, either to the Association or directly to the Lessor, the Lessor will not and may not enforce any of the rights which it might otherwise have against the condominium unit owner under the terms and provisions hereof, notwithstanding that the Lessee is in default under this Lease, and/or that any other condominium unit owner has failed to perform or keep its obligations as a member of the Lessee to pay his prorata share of the common expenses of which the monthly rental under the terms and provisions hereof is a part.

d. Foreclosure Not to Operate as Termination. Foreclosure or other action to enforce the liens herein provided for shall not operate or be construed as a termination or cancellation of this Lease, or as an extinguishment of any such lien, except such liens shall not stand as security for any amounts realized and actually collected by the Lessor in foreclosure or other such action.

e. Rights of Institutional First Mortgagees.

(1) Definitions. An institutional first mortgagee is defined as a bank, savings and loan association, insurance company or trust holding a first mortgage secured by a condominium unit. For the purposes of this Subparagraph 19(e), such term shall also include the trustees of Great Outdoors, Inc) and the Developer or a person who holds a first mortgage by means of assignment from Developer or the trustees of Great Outdoors, Inc.

(2) Subordination by Lessor. The Lessor hereby agrees that all liens created in its favor pursuant to and by the provisions of this Lease, as well as by operation of law, shall be subordinate to the lien of any institutional first mortgagee against a condominium unit, and further agrees to sign and execute any instrument reflecting acknowledgment of such subordination or to join in the execution and delivery of a mortgage (provided it does not thereby assume or become obligated to perform any covenants of the mortgagor therein) as the mortgagee may require, provided further, that the Lessor has and does hereby specifically subordinate all of its lien rights to the lien of each and every mortgage lien against condominium units at the Condominium created by first mortgages recorded in the Public Records of Orange County, Florida, prior to or subse-

quent to the date hereof.

(3) Foreclosure by Institutional First Mortgagee.

In the event an institutional first mortgagee shall acquire title to a condominium unit as a result of a foreclosure sale, or upon delivery of a deed in lieu of foreclosure then the rent attributable to said unit shall not be enforceable against the institutional first mortgagee acquiring title to such condominium unit, its assigns and successors. Provided, however, that nothing herein shall relieve the owner of the unit of personal liability for payment of its share of the rent or maintenance assessments prior to the date of the foreclosure judgment or the effective date of the deed in lieu of foreclosure.

20. Consent and Ratification of this Lease by Unit Owners.

Each and every person, whether natural or corporate, who shall acquire or take any title or interest whatsoever in or to a condominium unit in the Condominium, shall by acceptance and/or the recordation of the deed, grant, assignment, or other instrument granting, conveying or providing for such interest, or by the exercise of the rights or uses granted therein, be deemed to have consented to and ratified the provisions of this Lease to the same effect and extent as if such person or persons had executed the Lease with formalities required in a deed, and shall be deemed to have subordinated and subjected each and every interest of such person to the terms of this Lease, including the provisions providing for the Lessor's lien rights in the condominium property and in the condominium units.

21. Assignment.

a. Assignment of Lessee's Interest. Provided that this Lease is not in default and is in good standing, the Lessee may freely assign the same provided that no such assignment or transfer shall be valid unless the assignee shall expressly assume and agree to perform each and every one of the covenants of this Lease which, by the terms hereof, the Lessee agrees to keep and perform, said assumption to be evidenced by written instrument, executed in recordable form, and delivered to the Lessor after the same has been recorded in the Public Records of Orange County, Florida. No such assignment, transfer, or assumption shall operate to release a prior Lessee from any of the obligations hereof, and no such prior Lessee shall be released unless and until a written discharge or release of such Lessee, duly executed by Lessor, shall be recorded amongst the Public Records of Orange County, Florida. Notwithstanding the foregoing, the assignment of the Lessee's interest may be subject at such time to the obtaining of prior consent from Leisure Systems, Inc., a Wisconsin corporation, to which the Lessor is bound under a franchise agreement respecting the use of the Demised Premises and limiting the Lessor's rights to lease same.

b. Assignment of Lessor's Interest. The Lessor shall have the right to assign and to encumber its interest under this Lease and to the Demised Premises without the consent of the Lessee, provided, however, that the Lessee shall, at the Lessor's request, sign and execute such instruments as may be required or requested by the Lessor or effectuate such transfer or encumbrance.

c. Statement of Status. Each of the parties hereto agrees to provide the other, within fifteen (15) days after written request therefore, a statement of the status of the

Lease, in writing, advising whether the Lease is in good standing, and if it is not, the particulars in which it is not; and failure to provide such statement shall constitute a representation that the Lease is in good standing which may be relied upon by any third party as being true and correct.

d. Covenants Running with the Land. All obligations assumed and imposed by the terms and conditions hereof are covenants running with the land and shall pass successively upon the occasion of any transfer or assignment of an interest in the Demised Premises or this Lease.

22. Duty of Lessee to Pay. It shall be the duty and obligation of the Lessee to assess its condominium unit owners, in accordance with the provisions of the applicable laws of the State of Florida dealing with condominiums, the Declaration of Condominium and the By-Laws of the Lessee for such monies as shall be necessary to pay the rents and other obligations provided for by this Lease, and to otherwise perform its covenants and promises contained herein.

23. Lessor's Right to Perform Lessee's Covenants. In the event Lessee shall fail to pay the costs of maintenance and repairs required to the Demised Premises, or if it shall fail to take out, maintain and deliver insurance policies required herein, or shall otherwise fail to perform any other act on its part covenanted herein to be performed by it, including the assessment against condominium unit owners for monies necessary to pay the rents herein provided for and the other obligations of the Lessee herein contained, then the Lessor may, but shall not be obligated to, without notice or demand upon the Lessee, perform the act so omitted or failed to be performed by the Lessee, or pay the monies which the Lessee has failed or refused to pay. If such performance by the Lessor shall constitute in whole or in part the payment of monies, such monies paid by the Lessor, together with interest thereon at the rate of eighteen percent (18%) per annum, shall be deemed additional rents due and payable the Lessor on demand, or, at the option of the Lessor, the said monies may be added to any rent then due or thereafter becoming due under the terms and provisions of this Lease, and the Lessee covenants to pay any such sums with the said interest, and the Lessor shall have, in addition to any and all other rights and remedies herein provided, the same rights and remedies as exist pursuant to the terms and provisions hereof, as well as by operation and rules of law, in the event of default by the Lessee in the payment of rent.

24. Quiet Enjoyment. The Lessor covenants and agrees with the Lessee that so long as the Lessee keeps and performs all of its covenants herein made the Lessee shall have quiet and undisturbed and continued possession of the Demised Premises subject only to the terms and provisions of this Lease herein provided, and the easements referred to herein.

25. Lessor's Right of Entry. The Lessor and its agents shall have the right of entry upon the Demised Premises at all reasonable times to examine the condition and use thereof, and if said premises are damaged by any casualty which causes the premises to be exposed to the elements, then the Lessor may enter upon the premises to make emergency repairs, and it shall have the right to recover the costs thereof from the Lessee as additional rent due under the terms of this Lease.

26. Title to Demised Premises. The interest of the Lessee in the Demised Premises shall be subject to:

a. Lessor's Rights. The title and rights of the

Lessor, and the terms, conditions and provisions of this Lease.

b. Easements. All easements which have been or which may hereafter be created by the Lessor, or joined in by the Lessor, for the purpose of providing for utilities, passage, or other use designed to permit the full utilization and enjoyment of the Demised Premises, and of the Condominium units, by the owners and occupants of condominium units at the Condominium.

c. Mortgagees. The lien of any mortgagee in connection with any mortgage now existing or hereafter created encumbering the Demised Premises, provided, however, that any such mortgagee shall acknowledge the existence of this Lease, and the Lessee's rights hereunder, so long as it shall faithfully perform each and every of its duties and obligations herein imposed.

27. Default.

a. Events of Default. It is further covenanted and agreed by and between the parties hereto that in case, at any time, default shall be made by the Lessee in the payment of any of the rent herein provided for upon the day the same becomes due and payable, or in case of default in relation to liens, as hereinabove provided for, or if the Lessee shall fail to pay any of the taxes or assessments herein provided for, or in case of the sale or forfeiture of the Demised Premises or any part thereof during the term hereof for non-payment of any tax or assessment, or in case the Lessee shall fail to keep insured any building or improvements which may at any time hereafter be upon the said premises, as herein provided for, or shall fail to expend insurance money, as herein provided for, or if the Demised Premises shall fail to be operated and maintained strictly in accordance with the franchise agreement referenced in subparagraph 3.e, or if the Lessee shall fail to perform any other covenant of this Lease which is to be kept and performed, then, and in any such event, it shall and may be lawful for the Lessor, at its election, to declare the demised term ended, and to re-enter upon said premises and buildings and improvements situated thereon, or any part thereof, either with or without process of law, the said Lessee hereby waiving any demand for possession of said premises and any and all buildings and improvements then situated thereon; or the Lessor may have such other remedies as the law and this instrument afford. The Lessee covenants and agrees that upon the termination of the demised term at such election, or in any other way, the Lessee will surrender and deliver up the Demised Premises peaceably to the Lessor, its agents or attorney, immediately; and if the Lessee, its agents, attorneys or tenants shall hold the said premises, or any part thereof, one (1) day after the same should be surrendered according to the terms of this Lease, it shall be deemed guilty of forcible detainer of said premises under the applicable statutes and shall be subject to eviction or removal, forcibly or otherwise, with or without due process of law.

b. Landlord/Tenant Relationship. Though this is a long term Lease, the parties understand and agree that the relationship between them is that of Landlord and Tenant, and the Lessee specifically acknowledges that all statutory proceedings in the State of Florida regulating the relationship of Landlord and Tenant respecting collection of rent or possession of the premises applies to the parties

hereunder.

c. Grace Periods. Nothing herein contained shall be construed as authorizing the Lessor to declare this Lease in default where the default consists of the non-payment of rent or taxes, or payments on Lessee-created mortgages on Lessee's interest in the Demised Premises, until such non-payment shall in violation of the terms of this Lease have continued for fifteen (15) days after written notice of such default shall have been given by the Lessor to the Lessee; and where the alleged default consists of some violation other than the foregoing, the Lessor may not declare this Lease in default until such violation shall have continued for thirty (30) days after the Lessor shall have given the Lessee written notice of such violation, and the Lessee shall not have undertaken, during said thirty (30) day period, to cure said violation by vigorous and affirmative action; provided, however, that nothing herein contained shall be construed as precluding the Lessor from having such remedy as may become necessary in order to preserve the Lessor's rights and the interest of the Lessor in the premises and in this Lease, even before the expiration of the grace or notice periods provided for in this Paragraph if, under particular circumstances then existing, the allowance of such grace period or the giving of such notice would prejudice or endanger the rights and estate of the Lessor in this Lease and in the Demised Premises.

d. Periods Run Concurrently. All default and grace periods shall be deemed to run concurrently and not consecutively.

e. Rights Are Cumulative. It is mutually covenanted and agreed that the various rights, powers, options, elections, privileges and remedies of the Lessor contained in this Lease shall be construed as cumulative, and not one of them shall be construed as being exclusive of any other, or exclusive of any rights or priorities by law.

f. Lessor's Right to Terminate Lease. It is further covenanted and agreed by and between the parties hereto that the right of the Lessor in this Lease to collect the rent that may be due under the terms of this Lease by any proceedings under the same, or the right to collect any additional rent, money, or payments due under the terms of this Lease by any proceedings under the same, or the right given the Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the rights of the Lessor to declare this Lease void and the term hereby ended, as herein provided, when default is made by the Lessee in any of the terms and provisions hereof.

g. Liquidated Damages. It is further covenanted and agreed by and between the parties hereto that in the event of the termination of this Lease at any time before the expiration of the term of years hereby created, for the breach by the Lessee of any of the covenants herein contained, then all of the right, estate and interest of the Lessee in and under this Lease and in the Demised Premises, and all additions and accessions thereto then situated on the said Demised Premises, together with all rents, issues and profits of said premises and the improvements thereon, whether then accrued or to accrue, and all insurance policies and all insurance monies paid or payable thereunder, and the then entire undisbursed balance of any building escrow fund, and the entire undisbursed balance of any then existing bank

account which may have been created under the terms hereof, and all of them, shall at once pass to and become the property of the Lessor without any compensation therefor unto the Lessee, not as a penalty for forfeiture, but as liquidated damages to Lessor because of such default by Lessee and the consequent cancellation of the Lease, each of the parties acknowledging it to be the fact that for breach and consequent cancellation of a long-term lease of this character the Lessor will sustain substantial damage of such character as to make it most burdensome and tedious, if not actually impossible, to ascertain the amount thereof with mathematical precision. Each of the parties, therefore, has agreed upon this provision for liquidated damages in the interests of obviating what would otherwise be burdensome and difficult litigation to maintain or to defend, as the case may be; and this provision for liquidated damages has been taken into account by both parties in fixing the terms of and the consideration for the making of this Lease.

h. Assignment of Rents, Issues and Profits. The Lessee pledges with and assigns unto the Lessor all of the rents, issues and profits which might otherwise accrue to the Lessee for the use, enjoyment and operation of the Demised Premises, and in connection with such pledging of such rents, the Lessee covenants and agrees with the Lessor that if the Lessor, upon default of the Lessee, elects to file suit to enforce or cancel the Lease and perfect the Lessor's rights hereunder, then the Lessor may, as ancillary to such suit, apply to any court having jurisdiction thereof for the appointment of a Receiver of all and singular the Demised Premises, and all additions and accessions thereto, and thereupon, it is expressly covenanted and agreed that the Court shall forthwith appoint a Receiver with the usual powers and duties of Receivers in like cases, and such appointment shall be made by such Court as a matter of strict right to the Lessor, and without reference to the adequacy or inadequacy of the value of the property which is subject to the Lessor's lien, or to the solvency or insolvency of the Lessee, and without reference to the commission of waste.

28. Costs and Attorneys' Fees. In any proceeding arising by reason of an alleged failure of the Lessee to perform any of its duties and obligations pursuant to the provisions hereof, or by reason of an alleged breach of any of the terms and/or conditions or covenants of this Lease, or by reason of any default in the payment of any monies, rentals or sums due or becoming due under the terms and provisions hereof, or by reason of any action by the Lessor to require the Lessee to comply with its duties and obligations hereunder, the Lessor shall, in the event it shall prevail in such action, be entitled to recover its reasonable attorneys' fees incurred, together with all costs, including those not normally allowable in actions at law, such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Orange County for the purposes of testifying at trial or depositions; expert witness fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the Lessor in connection with his preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear to be called upon to testify. In the event of any dispute or litigation between the Lessee and Lessor where Lessor deems it advisable or necessary to retain the services of an attorney, and which is settled prior to a judicial determination of the issues, or prior to litigation, by the lessee paying the monies demanded, or by the lessee otherwise, complying with the demands of the

Lessor as to the Lessee's duties and obligations under the terms of this Lease, the Lessor will be deemed to have prevailed in such dispute or controversy, and to be entitled to the recovery of his reasonable attorney's fees incurred in connection therewith.

29. Solvency of Lessee. If, during the term of this Lease, (a) the Lessee shall make an assignment for the benefit of creditors; or (b) a voluntary or involuntary petition shall be filed by or against the Lessee under any law having for its purpose the adjudication of the Lessee as a bankrupt or the extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of the liabilities of the Lessee or the reorganization of the Lessee; or (c) a permanent receiver be appointed for the property of the Lessee; (d) any governmental authority shall take possession of the lands described in the Declaration of Condominium, this Lease, at the option of the Lessor, shall be terminated and shall expire fully and completely as if the day of happening of such contingency coincided with the date specifically fixed as the expiration of the term hereof, the provisions relative to notice and grace notwithstanding, and the Lessee shall then quit and surrender the Demised Premises to the Lessor but the Lessee shall remain liable as hereinafter provided. If the Lessee shall contest any proceeding of an involuntary nature which would be grounds or cause for termination of the Lease under this Paragraph, and shall prosecute said defense with due diligence, provided all other covenants of the Lessee herein made are otherwise kept and performed, and the right of termination in the Lessor under this Paragraph shall be suspended until the ultimate determination of said matters by a Court of competent jurisdiction or until the Lessee shall abandon or fail to take suitable action to preserve its rights to contest the proceedings. The Lessee shall every twenty (20) days notify the Lessor of its continued intention to prosecute its defense, and further, shall advise the Lessor of the status of all litigation then pending, and the failure of the Lessee to do so shall be deemed a termination of the suspension of the Lessor's right to terminate as above provided. If a defense shall be brought by the Lessee and timely prosecuted and the Lessee shall comply with the above provision with regard to notice and information to the Lessor, then the right of the Lessor to terminate by reason of the provisions of this Paragraph shall be controlled by the outcome of such litigation, as follows:

a. Resolved in Lessee's Favor. If such litigation is resolved in favor of the Lessee, the Lessor shall have no right to terminate by reason of the occurrence of the acts above listed.

b. Resolved Against Lessee. If such litigation be resolved against the Lessee, the Lessor shall have the right to terminate as above provided, but nothing herein shall be construed as relieving the Lessee of the performance of any of its covenants herein which became performable prior to the determination of the outcome of such litigation or the earlier abandonment of defense by the Lessee.

28. Entire Agreement. This instrument constitutes the entire agreement between the parties, and neither party has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever in any way touching the subject matter of this Lease which are not expressly contained herein.

29. Notice. Whenever, under the terms of this Lease, reference is made to the giving of notice by one of the parties

hereto to the other, or whenever either of the parties shall desire to give notice of any matter to the other, such notice shall be given and shall be deemed sufficient when given by written instrument sent by registered or certified mail, return receipt requested, addressed to the appropriate party, with postage prepaid. For the purposes of this paragraph and this Lease, the addresses of the parties hereto are as follows:

LESSOR: Sun Management of Orange County, Inc.
1850 Lee Road, Suite 115
Winter Park, Florida 32789

LESSEE: Jellystone Park Condominium Association, Inc.
Rt. 1, Box 2000
Apopka, Florida 32703

Either party may change the address for giving of notice hereunder by giving notice of such change to the other party in the manner above provided.

30. Further Cooperation. Both Lessor and Lessee are aware that Developer owns additional property contiguous to this Condominium which Developer intends to develop as one or more additional condominiums up to 1500 units. Developer may acquire additional property for development into condominiums adjacent thereto. Any additional condominiums will share recreational facilities with this condominium. By their execution hereof, the Lessor and Lessee acknowledge that they deem the further development of the land served by the Demised Premises to be in their best interests and the best interests of the members of the Lessee. Therefore, the Lessor and Lessee agree to execute all documents and otherwise cooperate fully when requested by the Lessor or Developer in connection with obtaining of governmental or other approval of zoning or other development-related matters.

31. Construction. This lease shall be construed and interpreted in accordance with the laws of the State of Florida.

32. Severability. The invalidity in whole or in part of any covenant, promise or undertaking or any section, subsection, sentence, clause, phrase or word, or of any provision of this Lease, shall not affect the validity of the remaining portions thereof.

33. Captions and Titles. The captions and titles contained in the Lease are for conveniences and reference only and in no way shall serve to limit or describe the scope or intent of this Lease or any part hereof.

34. Termination of Condominium. A dissolution of the Lessee, or of the Condominium created by virtue of the Declaration of Condominium, shall not terminate this Lease. In the event of a voluntary or involuntary dissolution of the Lessee, wherein the Condominium is not likewise terminated, the successor association to the Lessee, organized or constituted according to the applicable statutes of the State of Florida as contained in the Condominium Act, shall assume and shall be charged with all of the duties, obligations and responsibilities of the Lessee hereunder. In the event of a voluntary or involuntary termination of the Condominium, all of those persons owning condominium units as of the date of termination of the Condominium shall automatically and by operation of the Lease jointly and severally constitute the Lessee hereunder and shall jointly and severally be obligated to perform each and every of the Lessee's covenants and promises and undertakings herein provided for. Upon a condominium unit owner acquiring an interest in the Lessee's rights under this Lease, or becoming a Lessee under the terms of this Lease, by reason of termination of the Condominium, his rights hereunder may thereafter be assigned only if there then exists no default in any of the provisions of this Lease, and only if such assignment is in connection with a sale, transfer, or hypothecation of all of his rights in the property which was, prior to termination of the Condominium, condominium

property, excepting only and provided that any institutional first mortgagee which shall become an owner of a condominium unit or a tenant in common in what had been condominium property by foreclosure of deed in lieu of foreclosure, shall not be liable or obligated in any way by the provisions of this Paragraph, but the grantee of any such institutional mortgagee shall be fully liable and obligated for the payment of a proportionate share of the rental due and attributable to such condominium unit during such period of time as the condominium unit shall be occupied by a tenant or Lessee holding under, by or through such institutional first mortgagee.

35. Waiver of Rights. The failure of the Lessor to enforce any covenant, obligation or agreement of the Lessee herein contained shall not constitute a waiver of the right to do so thereafter, nor shall it constitute a waiver of the right to enforce any other covenant, obligation or agreement herein contained.

36. Amendments. Once recorded, this Lease may not be amended except by instrument in writing executed by the parties hereto, duly recorded in the Public Records of Orange County, Florida.

37. Disclosure. A copy of this Lease shall be exhibited or delivered to each person contracting to acquire a condominium unit in the Condominium from the Developer, for the purpose of making full disclosure of all of the terms and provisions hereof. Each such person expressly agrees and consents that minor changes, deletions, additions and amendments may be made to this Lease prior to the recordation thereof, and without further advise or notice to such person, for the purpose of correcting typographical errors, complying with the requirements of an institutional mortgagee, or for other reason, provided such deletion, addition and/or amendment shall not materially adversely affect the rights of such person or the Lessee hereunder.

38. Gender and Use of Singular or Plural. Wherever the context hereof so requires or permits the use of the singular shall include the plural, and the use of the plural shall include the singular; and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Lessor has caused these presents to be signed in its name by its President and attested to by its Secretary and the Lessee has caused these presents to be signed in its name by its President and attested to by its Secretary, all in Orlando, County of Orange, State of Florida this 10 day of December, 1982.

Signed, sealed and delivered in the presence of:

James M. Cobb
Ellen Beatty

"LESSOR"

SUN MANAGEMENT OF ORANGE COUNTY, INC.

By: Martha E. Pugh
President

Attest: Martha E. Pugh
Secretary

(CORPORATE SEAL)

"LESSEE"

347 n2534

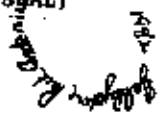
JELLYSTONE PARK CONDOMINIUM
ASSOCIATION, INC.

Pamela M. Cobb
 Eder Beasley

By: Monte Eitel
President

Attest: Monte Eitel Sec
Secretary

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Monte Eitel well known to me to be the President of SUN MANAGEMENT, INC. , a Florida corporation, and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 16th day of December , 1982.

Pamela M. Cobb
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF ORANGE

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 17 1984
BONDED - \$200 GENERAL INS. UNDERWRITERS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Monte Eitel well known to me to be the President of JELLYSTONE PARK CONDOMINIUM ASSOCIATION, INC. , a Florida corporation, and he acknowledged before me that he executed the same for purposes therein expressed on behalf of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 16th day of December , 1982.

Pamela M. Cobb
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 17 1984

The undersigned hereby join in the foregoing MORTGAGE COMMONS LEASE as mortgagors of the property described therein.

Signed, sealed and delivered
in the presence of:

Doreen E. Hoffmann
 Laura R. Hensch
 Doreen E. Hoffmann
 Laura R. Hensch

"MORTGAGE"

Carl Kobelt
Carl Kobelt, Trustee

Robert Eis
Robert Eis, Trustee

Dorlene C. Haffner
Laura R. Birch

Robert Randolph
Robert Randolph, Trustee

Dorlene C. Haffner
Laura R. Birch

Brad Serahon
Brad Serahon, Trustee

E. Conrad Williams
Clara S. Williams

Colores Jackson
Colores Jackson, Trustee

Samuel R. Robb
Eden Bentley

"MORTGAGE"
Robert C. Matthias, Trustee
under that certain unrecorded
land trust agreement known as
the Sun Resorts RV Park Trust
dated the 10th day of June,
1982

STATE OF Wisconsin
COUNTY OF Manitowish

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CARL ROBELT, Trustee, well known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 13th day of DECEMBER, 1982.

[Signature]
Notary Public
My Commission Expires: 11-20-83

STATE OF Wisconsin
COUNTY OF Manitowish

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT SIS, Trustee, well known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of DECEMBER, 1982.

[Signature]
Notary Public
My Commission Expires: 11-20-83

STATE OF Wisconsin
COUNTY OF Manitowish

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT RANDOLPH, Trustee, well known to

me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of DECEMBER, 1982.

John G. Hoge
Notary Public
My Commission Expires: 11-20-83

STATE OF Wisconsin
COUNTY OF Douglas

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared BRAD SHERSON, Trustee, well known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of DECEMBER, 1982.

John G. Hoge
Notary Public
My Commission Expires: 11-20-83

STATE OF Florida
COUNTY OF Duval

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DOLORES JACKSON, Trustee, well known to me to be the person described in and who executed the foregoing instrument, and she acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 15th day of December, 1982.

Robert J. ...
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 12, 1985
ISSUED THROUGH FLORIDA NOTARY, SMILEY
& COMPANY ASSOCIATES & SERVICE, INC.

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT C. MATTHEIAS, as trustee under that certain unrecorded land trust agreement known as the Sun Resorts RV Park Trust dated the 10th day of June, 1982, well known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 16th day of December, 1982.

William M. Robb
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 17 1984
ISSUED THROUGH GENERAL INT'L. UNDERWRITERS

JELLYSTONE PARK CAMPGROUNDS, LTD.,
FRANCHISE AGREEMENT

U.S. 3347 P. 2537

This agreement entered into at Manitowish, Wisconsin, this 15th day of April, 19 70, by and between JELLYSTONE PARK Campgrounds, Ltd., a Wisconsin corporation (hereinafter called Franchisor) and Great Outdoors, Inc. whose address is 624 N. 8th St., Manitowish, (hereinafter referred to as Franchisee),

WHEREAS, Franchisor has developed and is the owner of a plan or system of franchised campgrounds under the name of "Yogi Bear JELLYSTONE PARK Campgrounds" (which will hereinafter be referred to as the "system") as defined in Paragraph Second hereof, and

WHEREAS, Franchisee wishes to enter into the business of operating a Yogi Bear JELLYSTONE PARK Campgrounds within said System and as a part thereof,

NOW THEREFORE, in consideration of the mutual covenants herein contained and the sum of Five (\$5.00) Dollars each to the other paid, the receipt whereof is hereby acknowledged, Franchisor and Franchisee agree as follows:

FIRST (a) Franchisor grants to Franchisee, subject to the terms and conditions hereof, an exclusive franchise for the construction and operation of one Yogi Bear JELLYSTONE PARK Campground as a part of the said System within and only within the following described territory, which said territory will hereinafter be referred to as "franchised territory" From Franchisee's park due East to one-half mile from Interstate 4, and North to twenty miles from the center of Camp World Park, bounded on the North by Highway 42 due west to Interstate 75; bordered on the West by Interstate 75; bordered on the South by the Northern limits of the Camp World Park as its center. A 20 mile diameter circle using the Camp World Park as its center.

GRANT OF FRANCHISE
AND AREA

In connection with said grant, Franchisee shall have the right to use and exploit all names, logos, marks, symbols, slogans, trade names, trademarks, service marks, color schemes and combinations, designs, building designs, signs, musical jingles, advertising plans, operation control forms, charts, and similar items now or hereafter used or franchised by Franchisor in connection with said System.

TERM AND OPTION
TO EXTEND

(b) This agreement and franchise shall commence this date and shall end twenty years from the date Franchisee's Yogi Bear JELLYSTONE PARK Campgrounds is first opened for business to the public. Franchisor hereby grants Franchisee options to extend the term of this Franchise Agreement upon the same terms and conditions as herein set forth for successive periods of five (5) years, each to be exercised by notice in writing given to Franchisor no more than ninety (90) days nor less than thirty (30) days in advance of the expiration of the initial term or extension term then in effect; provided, however, that as often as such options shall be exercised, Franchisee shall pay to Franchisor upon such exercise, a non-refundable license fee of \$2,000.00 ~~as and such other terms as may be determined by Franchisor~~ which shall be charged by Franchisor to its units and offices, whichever is greater, for the ~~that period covered by such exercise and in addition the fee for renewals referred to in Paragraph Four (d) hereof shall be adjusted to each period to conform to the fee then charged by Franchisor to its units and offices~~.

ASSIGNMENT BY FRANCHISEE AND CONTINUING LIABILITY

(c) Franchisee acknowledges that the benefits contained in this Franchise Agreement are personal to Franchisee and this Franchise Agreement may not be voluntarily, involuntarily, directly or indirectly encumbered, assigned, sold or otherwise transferred by Franchisee without the prior written consent of Franchisor. Furthermore this Franchise Agreement is not reassignable by any assignee without the prior written consent of Franchisor. Notwithstanding any assignments made by Franchisee hereunder, Franchisee shall at all times remain primarily liable to Franchisor for the performance and keeping of all covenants required to be kept or performed by Franchisee hereunder. Franchisee's supervisory liability hereunder shall not be affected in any manner by any assignment or other indulgence granted to any assignee, and Franchisee hereby waives notice or demand in such and every case of default. The assignee shall agree in writing with Franchisor to personally execute, perform and be bound by these covenants, obligations and warranties contained in this Franchise Agreement. No consent will be granted by Franchisor hereunder until all dues owed to Franchisor and other by Franchisee are fully paid and discharged and all obligations of Franchisee hereunder are fully performed. Any attempted assignment or attempted assignment or transfer other than as herein provided shall constitute a material breach hereof and be void in the event of the death of Franchisee, Franchisee shall consent to the transfer of the interest in said deceased Franchisee's spouse, heirs or relatives by blood or marriage, wherein such transfer is made by will or by operation of law, if, in the sole discretion and judgment of Franchisor, said proposed transferee shall be capable of conducting said business pursuant to this Agreement. Any transfer of interest other than as herein provided shall constitute a material breach of this Agreement.

SECOND: In addition to the grant made in Paragraph First hereof, Franchisor agrees as follows:

(a) To consult with and counsel Franchisee in respect to sites and to grant or withhold approval of each site proposed, provided, however, that approval of a site by Franchisor shall in no way be deemed a representation of warranty that the use of said site by Franchisee as a campground within the System will result in a profit.

custom

(b) To furnish site plan, typical layouts, and building plans and specifications which conform to the requirements of the system and to counsel Franchisee in respect to the lay-out and construction of the campground franchised hereunder so that the same may be approved part of the system, provided that Franchisee shall at its own cost, as may be necessary, obtain such modifications to the plans furnished as may be necessary to make them conform to local laws or ordinances.

(c) To permit the purchase of buildings, equipments, fixtures, inventory, and supplies from Franchisor or suppliers designated by Franchisor.

(d) To furnish one week's training for Franchisee or his designees in the operation of a Yogi Bear JELLYSTONE PARK Campground at Franchisor's training school, but excluding cost of lodging or payment of salary, the same to be furnished prior to the opening of Franchisee's campground, provided, however, that as a condition hereto, Franchisee shall have in force adequate workmen's compensation insurance to cover such trainees during the training period.

(e) To supply a working representative of Franchisor to assist in the opening of Franchisee's Yogi Bear JELLYSTONE PARK Campground for a period of at least two (2) days, the first day being prior to the opening of said Campground, as designated by Franchisor.

(f) To provide local, regional and national advertising of Yogi Bear JELLYSTONE PARK Campgrounds at such times and in such manner, form and amount as Franchisor may deem appropriate.

ADDITIONAL OBLIGATIONS OF FRANCHISOR

(g) To furnish a chart of bookkeeping accounts, including one set of forms for reporting daily and monthly transactions and analyzing costs. All additional forms for reporting daily and monthly transactions and analyzing costs shall be purchased by Franchisee.

(h) To issue from time to time for appropriate distribution, a directory of all campgrounds within the system.

(i) To prepare and issue to all Franchisees, a manual of operations for all campgrounds within the system and to revise the same from time to time in the light of experience, in a continuing effort to assist Franchisees to operate efficient, high quality and profitable campgrounds.

(j) To provide periodic individual counseling in the operation of the franchised campgrounds and in addition, such group counseling as may be rendered by Franchisor in person or by bulletin to its Franchisees.

THIRD: Franchisee hereby expressly acknowledges and recognizes the following:

(a) That the Franchisor is the sole owner of the system and its distinguishing characteristics now, or from time to time hereafter used or adopted as a part of or in connection with said System and that Franchisor has the exclusive right to grant this franchise and to grant franchises to others to use said System. Franchisee agrees neither to infringe on, use, or imitate the said system or any of its distinguishing characteristics as set forth in this Agreement, except under written agreement with Franchisor.

(b) That the System consists, among other things, of the following:

(1) A distinctive and readily recognizable design and construction of the buildings, camping areas, roadways, trails and appurtenances which make up the campgrounds within the System.

(2) Operating and managing techniques, system of sanitation and maintenance, personnel management, inventory and supply purchases, equipment purchases, sales plans, cost controls, inventory controls, record keeping and recording and advertising.

(3) Use of the words "Yogi Bear JELLYSTONE PARK Campgrounds" "Yogi Bear JELLYSTONE PARK Campgrounds System" or other combinations of said words or other words either alone or in combination with a color scheme, pattern, building design, logos, slogans, signs, musical jingles, emblems, trademarks, service marks, trade names, logos, now or hereafter used, adopted, or provided by Franchisor at its campgrounds at Sand Bay in Door County, Wisconsin, or as a part of the said System, with the idea of an international System and service of standardized distinctive and high quality campgrounds.

(4) Group purchasing privileges and group advertising privileges.

(5) Individual and group training and counseling in campground operation and management techniques and systems and free exchange of information and ideas between Franchisor, Franchisee and other Franchisees of Franchisor.

OWNERSHIP OF SYSTEM AND ITS PARTS AND
DISCLAIMER OF WARRANTY

- (6) That Franchisor has not made any warranties or representations as to the profitability or expected receipts on Franchisee's Campground.
- (c) That Franchisee and Franchisor are completely separate entities and are not partners, joint adventurers or agents of the other in any sense.
- (d) That the fees paid and provided for herein are for the operation of a franchised campground only at the location described in Paragraph First and that any additional franchise granted by Franchisor to Franchisee in the future shall be subject to the terms and conditions of the franchising agreement at that time negotiated between Franchisor and Franchisee.

FOURTH: Franchisee Agrees:

- (a) To pay Franchisor upon the signing of this Agreement the sum of Twenty Five Hundred (\$2,500.00) Dollars as a part of the consideration for the execution hereof.
Twenty-five Hundred (\$2500.00)
- (b) To pay Franchisor the sum of Five Thousand (\$5,000.00) Dollars on or before the "commencement date" set forth in Subparagraph (a) of Paragraph Fifth of this agreement.
- (c) See Addendum
- (c) To pay Franchisor \$25.00 for each camp space within said campground in excess of 100 spaces and up to and including 200 spaces and \$16.00 for each camp space within said campground in excess of 200 spaces; said payments to be made if, when and as said additional camp spaces are completed and available for occupancy by the public.
- (d) On Monday of each week, to pay Franchisor by mail, a service fee equal to 3% percent of all income and receipts derived from the operation of the Campground for the preceding week. ~~Receipts~~ Receipts derived from the sale of groceries, meals, beverages, and camper food sales. ~~Simultaneously~~ Simultaneously, Franchisee shall pay Franchisor a service fee equal to 3% percent of all income and receipts derived from the sale of groceries, meals, beverages, and camper food sales. ~~Simultaneously~~ Simultaneously, Franchisee shall provide a consistent operating statement for each preceding week.
- (e) To pay Franchisor on or before September 1 of each year, during the term of this Agreement commencing with the year Franchisee is open for business, an annual franchise renewal fee of \$11.00.

FEES AND ROYALTIES

FRANCHISEE

COMMENCEMENT

SITE, PLANS, AND COMPLETION

FIFTH: In addition to the foregoing payments, Franchisee agrees, during the term hereof, to the following:

- (a) To commence construction of the campground as soon as practicable, but in all events no later than July 3, 1970. Said date or the date when construction is actually commenced, whichever is earlier, shall be known as the "commencement date".
- (b) To construct the campground only on a site approved by Franchisor which contains no less than 112 acres with no fewer than 200 camp sites thereon, the whole thereof without limitation to be built and completed to plans and specifications furnished by Franchisor and to complete construction thereof as herein provided no later than May 31, 1971. To open said Campground for business to the public no later than May 31, 1971, which date shall be known as the "Opening Date".

COMPLIANCE WITH
LAW

ACCOUNTING

OPERATION AND
MAINTENANCE

IDENTIFICATION OF
CAMPGROUNDS

IDENTIFICATION OF
FRANCHISOR

INDENIFICATION

RECORD KEEPING

(c) To operate the franchised campgrounds in a safe, clean and ethical manner and to comply with all laws, ordinances and rulings pertaining thereto.

(d) On or before 30 days following the close of each quarter of Franchisee's accounting year, to furnish to Franchisor a quarterly balance sheet for the previous quarter prepared in conformity with generally accepted accounting principles and within 90 days after the close of each accounting year, to furnish to Franchisor a balance sheet and a statement of income for said year on forms furnished by Franchisor and certified to be correct by an independent certified public accountant.

(e) To operate and maintain the campground and everything pertaining thereto and to provide the services, facilities and equipment therein in strict compliance with the rules, standards, terms and conditions set forth in the JELLYSTONE PARK Campgrounds Ltd. Manual of Operations, which manual is made a part hereof by reference as though fully set forth. Franchisee recognizes that such rules, standards, terms and conditions may require amendment or revision from time to time in the light of experience and, accordingly, agrees to comply strictly with any such amendments or revisions to said manual which may hereafter be adopted by Franchisor.

(f) In the operation of the campgrounds covered by this franchise and in all advertising matter, to feature the words Yogi Bear JELLYSTONE PARK Campgrounds together with the distinguishing characteristics of the system in substantially the same combination, arrangement, and manner as displayed and used in the Yogi Bear JELLYSTONE PARK Campground in Door County, Wisconsin, so that Franchisee's campground will be readily recognizable by the public as a campground which is part of the system.

(g) In the use of the name "Yogi Bear" "JELLYSTONE PARK" and all other names, marks, symbols and similar items now or hereafter used in said system, to identify Franchisee as being the owner and operator of a particular campground under franchise from Franchisor.

(h) Continually to indemnify and save harmless Franchisor from any and all claims, suits, loss or damage by reason of any loss of life, injuries, and claims of whatever kind and nature to persons and property that may be sustained or arise in the connection with the operation of said campgrounds and agree further to maintain and keep in force at its own expense comprehensive liability insurance including public liability and products liability coverage from a reputable insurance carrier in amounts of not less than \$300,000.00 for each franchised campground and premises which insurance shall name Franchisor, Screen Gems, and Screen Gems, Inc., and any other parties designated by Franchisor as additional insureds and agree to deliver to Franchisor certificates of insurance showing that such insurance is in full force and effect at least five days prior to the commencement date hereinabove mentioned. Said insurance shall provide that there shall be no cancellation of such policies without at least fifteen (15) days prior written notice of the same sent to Franchisor.

(i) To keep accurate books of accounts and records covering all transactions relating to the operation of the campgrounds hereby franchised and to permit Franchisor or its duly authorized representatives at all reasonable times to examine such books or records, and other documents and material in the possession or under the control of Franchisee which relate to said campgrounds and Franchisor shall have full and free access to such records for said purpose and for the purpose of making extracts therefrom.

INSPECTION

(j) To permit inspection of the Campground (franchised hereunder and all of its facilities, from time to time, by a duly authorized representative of Franchisor for the purpose of verifying compliance with this agreement and for the purpose of rendering counsel and advice in respect to operations and procedures.

(k) Beginning with the second calendar year the franchised Campground is in operation, and continuing for all calendar years thereafter, to budget and spend on advertising each such year a sum no less than 3 percent of the gross receipts derived from the operation of said Campgrounds during each immediately preceding calendar year.

(l) During each said year, from time to time as requested, Franchisor shall make payments to Franchisor from said budgeted sum, to be applied by Franchisor only to said promotional and advertising costs in promoting and advertising the system as a whole, provided however, that in no year shall such payments in the aggregate exceed 1/2 of said advertising budget for said year, and further, provided that if less than 1/2 is requested in any year, any amount shall lapse and shall not carry over into the following year.

ADVERTISING

(m) The remainder of said sum shall be spent on advertising through such media as Franchisee may select, provided however that should Franchisor, through its own proper program or cooperative advertising among Franchisees within an area, which program shall be developed and benefited for all, Franchisor may direct Franchisee to participate in such programs and to pay their own proportion of the remainder of said sum as will defray Franchisee's portion of the cost of such cooperative program.

(n) In addition to the foregoing monthly advertising, Franchisee shall also advertise through the use of such advertising material on the franchised campground as may be directed by Franchisor.

(k) See Addendum campground site

(1) To use the ~~MARKETING~~ solely for the operation of a Yogi Bear JELLYSTONE PARK Campgrounds and to refrain from using said premises or to permit use thereof for any other purpose or activity without first obtaining the written permission of Franchisor.

LIMITATION ON USE

(o) To refrain in any manner, directly or indirectly, from owning any interest in, operating, or being in any manner connected with or associated with any private campground during the term of this Agreement, other than campgrounds franchised under agreement with Franchisor and to refrain from leasing to, employing or retaining in any manner, any person, natural or artificial, who is in similar or competitive type of business than the business herein franchised.

COVENANT AGAINST COMPETITION

SIXTH: Upon termination of this Agreement, for whatever cause:

(a) All rights of Franchisee hereunder shall then upon terminate, and Franchisee shall immediately thereafter cease to use in any manner, directly or indirectly, the said system or any part thereof. By way of illustration and not limitation, Franchisee shall cease to use and shall withdraw from use of the words "Yogi Bear JELLYSTONE PARK Campgrounds", "JELLYSTONE PARK Campgrounds, Ltd." or any combination of words similar thereto or suggestive thereof, the trade name, trademarks, service marks, color schemes, patterns, designs, slogans, signs, or emblems of the system or in any ways similar thereto or suggestive thereof; and Franchisee shall withdraw from use and cease to use all signs, furniture, furnishings, advertising matter, stationery, forms or any other articles which display the words "Yogi Bear JELLYSTONE PARK Campgrounds", "JELLYSTONE Campgrounds, Ltd." or identified with the system or similar thereto or suggestive thereof; franchisee agrees upon any such termination to cease

TERMINATION

and refrain from holding Franchisee out to the public in any way as a member of the system or as a Franchisee or operator of a "Yogi Bess JELLYSTONE PARK Campgrounds" and further agrees to distinguish Franchisee's campground thereafter so clearly from those of Franchisor and those within the system as to avoid all possibility of any confusion by the public. In addition to any other remedies Franchisor may have which may arise out of any violation of the agreement by Franchisee, Franchisee agrees that Franchisor shall be entitled to injunction and equitable relief for any violation of this Paragraph Sixth of this Agreement and Franchisee agrees to pay all costs and expenses, including reasonable attorneys fees incurred by Franchisor in enforcing this Paragraph or any other part of this agreement as a result of Franchisee's violation of or default in performing this or any other part of this agreement.

(b) Franchisee shall be deemed automatically to have assigned and transferred to Franchisor any trade rights, equities, good will, title or other rights in and to all names, marks, symbols and slogans which may have been used by or vested in Franchisee in the operation of his campgrounds by reason of this agreement and Franchisee agrees to execute any instruments requested by Franchisor to evidence said assignment and transfer and hereby appoints Franchisor its attorney in fact to execute in its name any such instruments. Any such assignment or transfer shall be without any other consideration in this agreement.

SEVENTH: During the term hereof and for a period of five (5) years thereafter Franchisee, except as provided herein, shall not, either directly or indirectly, including corporate or other legal entities:

- (a) Engage in the business of operating a private campground at any place ~~located~~ ~~xxx~~ within the franchise territory.
- (b) Employ or attempt to employ any person who is employed by any business operated by Franchisor or any other Franchisee of Franchisor.
- (c) Do or perform any act or deed or cause any act or deed to be done or performed which will be injurious to the system or any part thereof.

The covenants of this Paragraph Seventh shall be construed as independent of any other provisions of this Agreement and the existence of any claim or cause of action of Franchisee against Franchisor whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of the covenants of this Paragraph Seventh by Franchisor.

EIGHTH: This franchise and agreement shall begin on this date and shall end as set forth in Paragraph First (b) hereof. This franchise may further be terminated as set forth hereafter in this paragraph.

Franchisor may terminate this agreement:

- (a) At Franchisor's option, immediately, in the event Franchisee shall substantially violate any of the terms or conditions of this agreement and such violation continues for 30 days after written notice thereof from Franchisor.
- (b) In the event of the insolvency, incapacity, or dissolution of Franchisee or the appointment of a receiver or trustee for the business of Franchisee or should Franchisee be adjudged a bankrupt, in any of such events and without notice and demand.

COVENANT NOT TO COMPETE

DEFAULT

Franchisee may terminate this Agreement:

(a) At Franchisee's option, immediately, in the event Franchisor, without Franchisee's permission, grants an additional franchise to any one other than Franchisee within the franchised territory.

(b) At Franchisee's option, immediately, in the event Franchisor shall substantially violate any of the terms or conditions of this agreement assumed by Franchisor and such violation shall continue for 30 days after written notice thereof from Franchisee.

WAIVER OR PARTIAL INVALIDITY

NINTH: Failure, omission or forbearance by Franchisor at any time to exercise any right under this contract in respect to Franchisee shall not constitute a waiver of the right to exercise the same at any subsequent time. Invalidity of any provision hereof by reason of any law or court decree shall not render the remaining provisions of this Agreement invalid nor shall such invalidity affect any of the provisions of this Agreement within jurisdictions where such provision are not invalid.

OPTION TO PURCHASE

TENTH: Should Franchisee or Franchisee's heirs, personal representatives, successors, or assigns, at any time during the term or any extension hereof, receive a good faith offer to purchase the campgrounds franchised hereby and Franchisee wish to accept said offer, or if Franchisee during the term or any extension hereof, offer to sell said campgrounds and assign the franchise granted hereby, Franchisee shall give Franchisor twenty (20) days notice in writing of any such offer and such notice shall state the name and address of any proposed purchaser and all the terms and conditions of such offer. Thereafter, Franchisor shall have first option to purchase said campgrounds by giving written notice to Franchisee of its intention to so purchase on the same terms of any such good faith offer within said twenty (20) day period. It is understood that in the event Franchisor does not exercise said option within said twenty (20) day period, this Franchise, subject to prior written consent of Franchisor, may be assigned and transferred by Franchisee to such proposed purchaser. However, in the event that said campgrounds is not subsequently sold to said proposed purchaser for any reason, Franchisor shall continue to have an option to purchase said campgrounds on the same terms, conditions and notice in respect to any subsequent good faith offer or offers to purchase or sell. Anything to the contrary notwithstanding, the provisions of this paragraph relating to assignments of this franchise shall be subject to the terms, conditions, and limitations of Paragraph First (1) hereof.

CONSTRUCTION

ELEVENTH: Where applicable, all references herein to the singular shall be construed to include the plural and to the masculine, to include the feminine and neuter gender; all covenants, agreements and obligations herein assumed by Franchisor are and shall be deemed to be joint and several covenants, agreements and obligations from all persons who may be named herein as Franchisee.

NOTICES

TWELFTH: Unless notice to the contrary in writing is given, all notices required to be sent to Franchisor hereunder shall be sent by prepaid mail to Franchisor at 1415 N. 10th Street, Mandan, N.D. 58501 or such other address as may be subsequently designated in writing. And all notices required to be sent to Franchisee shall be sent prepaid mail to _____. Each notice shall be deemed to run from the date shown hereon, unless it be shown by competent evidence that the same was not deposited in the mail within 24 hours thereof.

MISCELLANEOUS

THIRTEENTH: No assignee of this franchise shall use any of the trademarks or trade names which are a part of this system in the business name of such assignee unless authorized to do so in writing by Franchisor.

PARTIES BOUND

FOURTEENTH: The covenants, conditions, restrictions and limitations of this agreement shall apply to all individuals executing the same and if the rights of Franchisee hereunder are assigned to a corporation pursuant to consent given by Franchisor under Paragraph First (c), such covenants, conditions, restrictions and limitations shall apply to the activities of all stockholders, officers, directors, agents, subsidiaries and affiliates of Franchisee or such corporate assignee. Franchisee further agrees that such covenants, conditions, restrictions and limitations shall apply to members of the immediate family of Franchisee and of the persons executing this agreement or having any interest in Franchisee.

FIFTEENTH: This agreement comes into existence upon acceptance by the State of Wisconsin and the construction of its terms shall be under the laws of the State of Wisconsin.

IN WITNESS WHEREOF these presents have been executed and delivered by or on behalf of Franchisor and Franchisee the day and year first above written.

JELLYSTONE CAMPGROUNDS, LTD.
A Wisconsin Corporation

Attest

Leon A. Olson

(SECRETARY)

Don A. Olson

By *[Signature]*

(PRESIDENT)

D. M. Haug

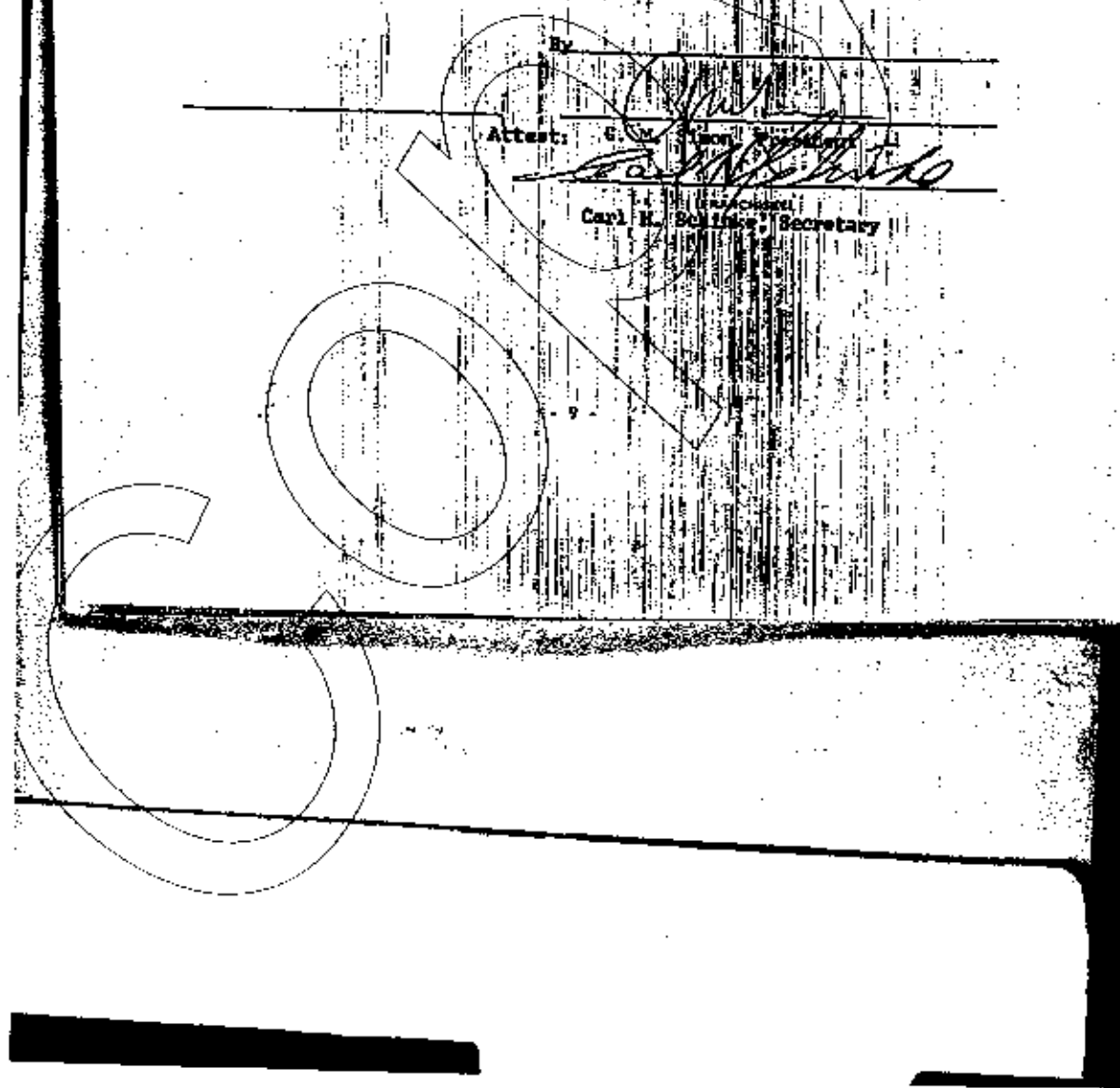
GREAT OUTDOORS, INC.

Attest

By *[Signature]*

Attest:

Carl H. Schirmer, Secretary



The following additions, modifications and amendments to the Franchise Agreement shall apply:

The FIRST Article, Subparagraph (a) the following language shall be added following the description of the franchised territory: The Campgrounds initially constructed on said franchised territory and any land adjacent or contiguous thereto which may hereafter be acquired as an addition or enlargement to said campgrounds shall be known as the "Campgrounds site".

The FIRST Article, Subparagraph (c) the following language is added: Consent to assignment shall not be unreasonably withheld by Franchisor and in all cases where consent is not given, Franchisor shall set forth in writing its objections, provided that such objections are thereafter reasonably met, consent shall thereupon be given. Upon the granting of consent by Franchisor, Franchisee shall be released from all further liability hereunder.

The FOURTH Article, Subparagraph (c) is amended as follows: To pay Franchisor the sum of Twenty-five Hundred (\$2500.00) Dollars on or before the "Opening Date" named in Paragraph FIFTH (b).

The FIFTH Article, Subparagraph (k) is amended as follows: To budget and spend on advertising each year, such sums as in the reasonable discretion of Franchisee will promote and advertise the franchised Campground as a Yogi Bear Jellystone Park and in addition to advertise on the campground site itself through the use of such advertising material as may be directed and/or furnished by Franchisor.

~~The SEVENTH Article is added as follows: In the event that during the term of this agreement or any extension thereof, Franchisee for any reason shall elect to discontinue the operation of a campground at the campground site or shall elect to use said site for a different, dissimilar, and unrelated purpose to that of a campground, Franchisee shall have the right to terminate this agreement upon payment of the sum of \$10,000.00 to Franchisor. Upon termination under the terms of this Paragraph, Franchisee shall not thereafter for a period of five years own or occupy the campground site or any other site within the franchised territory for the operation of a private campgrounds or for any operation similar thereto and upon violation of this covenant, Franchisor shall be entitled to injunction and equitable relief therefor.~~

A SEVEN EIGHTH Article is added as follows: Typewritten provisions inserted in the foregoing Agreement shall control all printed provisions in conflict therewith.

Attest:

By [Signature]

By [Signature]
D. H. Haag, President
Jellystone Campgrounds, Ltd.

By [Signature]
G. M. Sloan, President

PROPRIETARY SALES RIGHTS
FRANCHISE AMENDMENT

3347 n2547

AMENDMENT dated this 15 day of JUNE, 19 82

to JELLYSTONE CAMPGROUNDS, LTD., FRANCHISE AGREEMENT dated April 15, 1970,
as assigned to Sun Resorts Inc., for a camp-resort located at Appoka,

Florida (herein "Franchise Agreement") between LEISURE
SYSTEMS, INC., (formerly Jellystone Campgrounds, Inc.), a Wisconsin Corpora-
tion ("Franchisor") and Sun Resorts Inc. ("Franchisee").

WHEREAS, the parties hereto propose that certain amendment(s) be
made to the Franchise Agreement; and

WHEREAS, the parties hereto have reached agreement on the terms of
such amendment; and

WHEREAS, it is understood by Franchisor and Franchisee that it is
Franchisee's intention and desire, in addition to the operation of said
Camp-Resort to engage in the sale or long term lease (periods of one (1)
calendar year or more) of campsites or lots, or the sale of condominium
units of ownership in campsites or lots, or the sale of memberships,
shares, undivided interests, or other similar interests or rights granting
to the purchaser the long term right (periods of one (1) calendar year or
more) either alone or in common with others, to the use of a campsite or
campsites in the Camp-Resort. (The sale or lease of such interests or
rights being hereinafter referred to as the "Sale of Proprietary Rights".)

NOW, THEREFORE, the parties agree as follows:

(1) FIRST Article entitled "Grant of Franchise and Area" is hereby
amended by adding the following paragraph:

Franchisor hereby grants to Franchisee the right to engage in the
sale of "Proprietary Rights" solely and exclusively in connection
with the operation of said Camp-Resort. In connection with the
sale of such "Proprietary Rights", Franchisee shall have the right
to use and exploit all names, logos, marks, symbols, slogans,
designs, charts, similar items now or hereafter used by Franchisor
in connection with said System.

(2) SEVENTH Article entitled "Fees and Royalties" Paragraph (d),
is hereby amended by adding the following paragraph:

For the purposes of this subparagraph the term "Income and Receipts"
shall not include sums received by Franchisee from the sale of

"Proprietary Rights" or the sale of new camper or new recreational vehicles, Franchisee shall, however, pay to Franchisor:

- (a) A royalty of 1½% on the sale price of each new camper or new recreational vehicle sold for use in Franchisee's campground. Sales made on a wholesale basis to other R.V. dealers or for use outside of Franchisee's campground are excluded.
- (b) A royalty fee on each "Proprietary Right" sold in Franchisee's campground according to the following schedule:

3% of the sale price of each "Proprietary Right" up to a maximum of Five Million Dollars (\$5,000,000.00) in cumulative gross sales of "Proprietary Rights" and 1½% of the sale price of cumulative gross sales of "Proprietary Rights" in excess of Five Million Dollars (\$5,000,000.00). Irrespective of the terms of payment for such "Proprietary Rights" or new camper and new recreational vehicle, such royalty fee, based upon the total gross sale price shall be due and payable in full to Franchisor not more than forty-five (45) days after the execution by the purchaser of a purchase contract that shall become completed or fifteen (15) days after approval and acceptance of such completed contract by any lender or purchaser of such contract, whichever shall occur first.

A purchase contract shall be considered completed at such time as (i) the contract is duly executed by the purchaser and (ii) credit application has been completed and approved by Franchisee or lender and (iii) the down payment consideration has been made and (iv) any applicable state or Federal recision period has elapsed. No royalty shall be applicable to uncompleted sales contracts or purchases.

(3) FIFTH Article, Paragraph (b), "Site, Plans and Completion" is hereby amended by adding the following paragraph:

In the event Franchisee shall engage in the sale of Proprietary Rights, the Camp-Resort to be developed and maintained hereunder shall contain no fewer than 50 Fully Improved Campsites available at all times for short-term rental by the general public.

Franchisee agrees that in order to assure compliance with foregoing provisions with respect to the maintenance of a minimum number of Fully Improved Campsites available for short-term rental by the general public, Franchisee shall either retain actual ownership of such number of Fully Improved Campsites or Franchisee shall obtain Franchisor's written approval of Franchisee's plan or system for reasonably assuring compliance. Franchisor shall not unreasonably withhold its approval of any reasonable plan or system for assuring compliance with the foregoing provisions with respect to maintenance

of a specified number of Fully Improved Campsites available for short-term rental by the general public provided that Franchisee shall submit to Franchisor in writing such proposed plan or system and any and all rental agreements or other agreements or documents to be used by Franchisee in connection with such proposed plan or system. The term Fully Improved Campsites as used in this agreement shall mean campsites graded and improved for the parking of campers and recreational vehicles thereon, with water and electrical hook-ups available thereon and sanitary facilities reasonably accessible to such campsite.

(4) FIFTH Article, Paragraph (h), entitled "Indemnification" is hereby amended by adding the following paragraph thereto:

Franchisee covenants and agrees to indemnify and save Franchisor harmless from and against any and all claims, demands, judgments, damages, suits, losses, penalties, expenses, costs and liabilities of any nature (including reasonable attorney's fees) arising or resulting from in any way the sale of any proprietary right within such Camp-Resort.

(5) TENTH Article entitled "Option to Purchase" is hereby amended by adding the following paragraph thereto:

It is understood and agreed that the provisions of this Tenth Article shall not be applicable to the sale by Franchisee of individual lots, campsites or other proprietary rights within Franchisee's Camp-Resort; provided, however, that it is understood and agreed that any such lots, campsites or proprietary rights sold within such Camp-Resort shall be deemed to continue to be a part of Franchisee's Camp-Resort subject to all terms, conditions and restrictions of this agreement.

(6) The Franchise Agreement is further hereby amended by adding a new EIGHTEENTH Article entitled "Additional Covenants of Franchisee":

(a) Control of Standards, Camp-Resort, Amenities, etc. Franchisee further agrees, to the extent permitted by applicable law, that:

1. Throughout the term of this Franchise Agreement Franchisee shall retain ownership of or a leasehold interest in and control of all areas of the Camp-Resort where commercial activities (commercial activities shall mean revenue producing amenities) are carried on (i.e. Repair Station, any and all stores, restaurants, miniature golf course, etc.). Franchisee shall not lease, license or grant concessions for any stores, restaurants or other revenue producing facilities on the premises of its Camp-Resort without the express written consent of Franchisor in each instance. In connection with the grant (with Franchisor's consent) of any such lease, license, or concession, Franchisee shall first submit to Franchisor for approval the proposed form of any agreement granting such, and Franchisor may require that Franchisee and/or any such lessee, licensee or concessionaire enter into additional or supplementary agreements directly with Franchisor.

2. Throughout the term of this Franchise Agreement, Franchisee shall maintain control of the maintenance and management of any and all areas of the camp-resort used in common by some or all owners of proprietary rights, as the case may be, including but not limited to the control of the maintenance and management of all roadways, comfort stations, playground and recreational facilities, outdoor theaters, and pools.
3. Throughout the term of this Franchise Agreement, and for such period thereafter sufficient to assure Franchisee's ability to comply with the provisions of the SIXTH Article, Paragraph (a), Franchisee shall retain ownership of or custody and control of all items in Franchisee's Camp-Resort, including but not limited to buildings, signs and statues, using or displaying Franchisor's name or any other trade name, trademark, service mark, logo, color scheme, pattern, design, slogan, sign or emblem owned or used by Franchisor in connection with its Camp-Resort System.
4. Franchisee agrees that irrespective of the ultimate ownership of proprietary rights in the camp-resort that the entire camp-resort (including areas, campsites, or lots not owned by Franchisee) shall be operated and maintained strictly in compliance with the terms of this Franchise Agreement and that Franchisee shall be solely responsible for any breach of this agreement occurring on the camp-resort premises.

It is agreed, however, that in the event that any breach of this agreement shall be caused by an act or failure to act by any owner of a proprietary right (other than Franchisee) in violation of any law, ordinance or other governmental regulation, or in violation of any binding covenant, binding restriction contained in any deed, or similar document of conveyance, or any binding by-law, article or other rule or regulation, that such shall not be deemed a breach of this Agreement by Franchisee so long as Franchisee shall promptly commence or cause to be commenced, and diligently pursue to successful completion such action (legal or otherwise) as is necessary to cure such breach.

5. Franchisee further agrees that prior to the use thereof Franchisee shall submit to Franchisor for approval (which approval shall be unreasonably withheld) all promotional and advertising material to be used in connection with the advertisement and promotion of the sale of proprietary rights including but not limited to any and all brochures, pamphlets, television or radio scripts, and newspaper and television advertisement.
6. In connection with the sale of proprietary rights in Franchisee's Camp-Resort, Franchisee agrees that the purchaser, or other transferee thereof shall be appropriately restricted throughout the term of this Agreement in the case of individual campsites, lots or units, (i) from constructing or maintaining any permanent structure on such campsite, lot or unit, or in any way constructing

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or no of any permanent improvements to such campsite lot, or unit except such as shall be approved by Franchisor as being consistent with the use of such lot, campsite or unit as a camping site; and (ii) from using such lot, campsite, or unit for any purpose whatsoever except as a camping site; and, in the case of other areas of Franchisee's Camp-Resort (i.e. "common areas"), from (i) constructing any additional permanent structures of improvements to such areas, except such as shall be approved by Franchisor and (ii) from operation any obvious commercial business or enterprise on such premises.

(b) Compliance with Law.

1. Franchisee agrees that in connection with the sale or offer to sell any proprietary right to at all times maintain the highest moral and ethical standards and to at all times comply with any and all applicable local, state, or federal laws, rules and regulations, including but not limited to any applicable federal or state securities, and sales or real estate sales laws and regulations.

2. Conflict with Applicable State Law.

In the event that any provisions of this amendment with respect to restrictions on the manner of development or retention of ownership or control of certain areas of the Camp-Resort conflict with applicable state law, Franchisor agrees to in good faith negotiate provisions which are compatible with the applicable state law.

3. Compliance with State and Federal Securities and Land Sales Laws.

(i) Registration of Development.

Without limiting the generality of the preceding paragraph, Franchisee agrees that it will comply strictly with all federal and state securities and land sales laws, rules and regulations and hereby agrees that prior to the commencement of any sales of proprietary rights that it will, if appropriate, register its camp resort development with the Office of Interstate Land Sales Registration ("OILSR"), Department of Housing and Urban Development, pursuant to the Interstate Land Sales Full Disclosure Act, Title XIV of Public Law 90-448, 82 Stat. 590, 15 U.S.C. 1701-1720 (the "Act"), and the applicable orders, rules and regulations hereof or hereafter adopted pursuant thereto. Franchisee agrees to comply with the applicable orders, rules and regulations hereof or hereafter adopted pursuant thereto. Franchisee agrees to keep such registrations current and in force as required by such law and the applicable orders, rules and regulations.

(ii) Contents of Property Report, Statement of Record.

Franchisee agrees that as a part of the Statement of Record filed with OILSR pursuant to the applicable law and the preceding paragraph that it will include a true and complete copy of this Franchise Agreement and will in and as a part of such Statement of Record disclose (a) the existence of such Franchise and that such is terminable, (b) that Franchisee will, or is required to, at all times keep available for daily rental to the general public a certain number of

campsites and persons renting such sites will have the use of the camp-resort's facilities on substantially the same basis and terms as purchasers of proprietary rights, (c) that additional charges will be made to purchasers of proprietary rights for the use of certain specified facilities (i.e., miniature golf course, etc.), (d) such information as is reasonably necessary to disclose Franchisee's plan of operation, management and control of the camp-resort in compliance with the terms of this Franchise Agreement, and (e) such other information as is necessary to fully disclose the material terms and conditions of the Franchise Agreement as such will affect purchasers of proprietary rights. Franchisee further agrees that it will disclose in the Property Report furnished to each purchaser pursuant to the Act and the applicable orders, rules and regulations, (a) the existence of the franchise, and the fact that such is terminable, (b) that daily rentals of campsites to the general public are contemplated and that such persons will have the use of the camp-resort's facilities on substantially the same basis and terms as purchasers of proprietary rights, (c) that additional charges will be made to purchasers of proprietary rights for use of certain specified facilities, and (d) such other disclosures as may be reasonably necessary to make disclosures required herein not false or misleading as to the effect on purchasers of proprietary rights of the material terms and conditions of the Franchise Agreement and Franchisee's plan of operation, management and control of the camp-resort in compliance with, and consistent with, the terms of the Franchise Agreement.

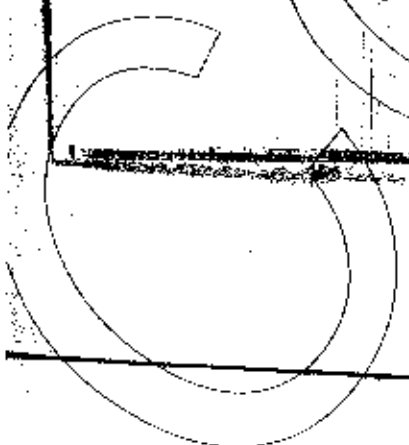
(iii) Copies of Statement of Record, Property Report, etc.

Franchisee agrees that not later than 30 days prior to the filing of any Property Report, Statement of Record or other document or report (and any amendment or alteration thereof) with OILSR or any other state or federal agency or governmental unit, that it will forward to Franchisor for review all such documents and enclosures or attachments. Franchisee agrees to make such changes, additions, or alterations in such documents, statements or reports as are reasonably required by Franchisor.

[Handwritten initials/signature]

(iv) Report of Effectiveness, Suspension, Revocation.

Franchisee agrees that immediately upon receipt of any notice, order or other document of communication relating to the effectiveness, suspension or revocation of any registration, filing or permit received from or filed with any state or federal agency or governmental unit pursuant to the preceding paragraphs that it will immediately notify Franchisor of such and forward to Franchisor copies of such and otherwise fully disclose to Franchisor at Franchisor's request all relevant and material facts relating to such.



(c) Plan of Development.

To the extent that such shall not be clearly disclosed in documents previously furnished to Franchisor, Franchisee agrees to, ~~not~~ ~~disclose~~ ~~before~~ ~~the~~ ~~commencement~~ prior to commencement of the sale of any type of proprietary rights; to disclose to Franchisor in writing its plan of operation, control and management in compliance with the terms of the Franchise Agreement. Such disclosure shall include but not be limited to its plan to assure compliance with the following terms of the Franchise Agreement.

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- (i) FIFTH Article, Paragraph (b), relating to the maintenance of a minimum number of campsites available for daily rental to the general public.
- (ii) EIGHTEENTH Article, Paragraph (a)(1), relating to ownership and control of commercial activities or activities.
- (iii) EIGHTEENTH Article, Paragraph (a)(2), relating to the maintenance of control and maintenance of common areas.
- (iv) EIGHTEENTH Article, Paragraph (a)(3), relating to retention of ownership, custody or control of items in Franchisee's Camp-Resort using or displaying Franchisor's name, marks, logos, etc.
- (v) EIGHTEENTH Article, Paragraph (a)(4), relating to assuring compliance with Franchisor's standards.
- (vi) EIGHTEENTH Article, Paragraph (a)(6), relating to restrictions on structures and use of campsites or lots.

(7) "Amendment Fee" - In consideration of the additional rights granted by this amendment by Franchisor to Franchisee a fee of five thousand Dollars (\$5,000.00) is due and payable with the execution of the amendment.

HELYSTONE CAMPGROUNDS DIVISION
LEISURE SYSTEMS, INC.
A Nevada Corporation

WITNESS *[Signature]* *[Signature]* *[Signature]*
(Officer)

WITNESS *[Signature]* *[Signature]*
(Franchisee)

[Large circular stamp]

ASSIGNMENT AND ASSUMPTION OF
FRANCHISE AGREEMENT

GR. 3047, #2554

THIS AGREEMENT made this 10th day of March, 1987
by and between LEISURE SYSTEMS, INC., (formerly Jellystone Campgrounds,
Ltd.), a Wisconsin Corporation, (herein "Franchisor"),
Great Outdoors, Inc. (herein "Franchisee-Assignor"),
and SUN RESORTS, INC.
(Name of Proposed Franchisee)

(herein "Assignee"):

WITNESSETH

WHEREAS, Franchisor and Franchisee-Assignor have heretofore
entered into a Franchise Agreement, dated April 15, 1970
(herein the "Franchise Agreement") pursuant to which Franchisor has
granted to Franchisee-Assignor a franchise to operate one Yogi Bearer's
JELLYSTONE PARK Camp-Resort; and

WHEREAS, Franchisee-Assignor is desirous of assigning to it all of
his rights under the Franchise Agreement; and

WHEREAS, Franchisor is willing to consent to the aforementioned
assignment on certain terms and conditions;

NOW, THEREFORE, in consideration of the respective covenants
herein contained, the parties hereby agree as follows:

(1) Assignment of Franchise Agreement: Franchisee-Assignor
hereby assigns, sets over, transfers and conveys to Assignee all of his
rights, title and interest in, to and under the Franchise Agreement and
Assignee hereby accepts the aforesaid assignment of such right, title and
interest and agrees to fully perform and discharge all of the obligations
of Franchisee-Assignor contained in the Franchise Agreement.



(2) Consent of Franchisor: Franchisor hereby consents to the aforementioned assignment by Franchisee-Assignor to Assignee, which assignment and consent shall release Franchisee-Assignor from liability for the payment of amounts hereafter to become due to Franchisor, and for the performance of all obligations of Franchisee-Assignor under the Franchise Agreement.

(3) The Assignment of the Franchise Agreement from "Franchisee Assignor" to Assignee is contingent upon the completion of the purchase of the Jollystone Park Camp-Resort, Apopka, Florida, by Assignee prior to July 31 1987.

In Presence of:

Laura K. Howard

Grant Bray

LEISURE SYSTEMS, INC.

By [Signature]

[Signature]
General Manager of Franchisee-Assignor

Franchisee Assignor

ASSIGNEE SUN RESORTS, INC.

[Signature]

Monte Estel Pres.

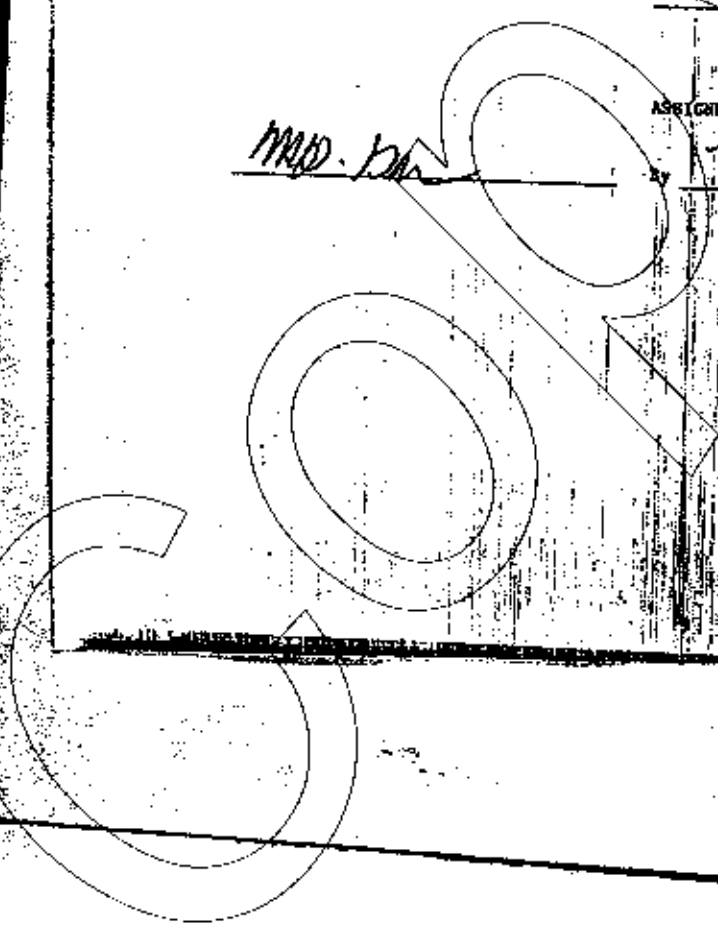


EXHIBIT "C"

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Nov 22 1 38 PM '82

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

JELLYSTONE PARK CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit corporation under the Laws of the State of Florida, pursuant to Florida Statutes 617, et. seq., and certify as follows:

ARTICLE I

The name of this Corporation shall be:

JELLYSTONE PARK CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

The general purpose of this non-profit corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, Chapter 718, Florida Statutes) for condominiums on certain real property in Orange County, Florida, and as that Association, to operate and administer said Condominium(s), and carry out the functions and duties of said Condominium(s), as set forth in the Declaration(s) of Condominium established for said Condominium(s). The By-Laws of this Association shall be attached to and made a part of said Declaration(s) of Condominium. The initial Condominium to be operated by this Association is Yogi Bear's Jellystone Park Camp-Resort (Apopka), a Condominium.

ARTICLE III

All terms used in these Articles of Incorporation have the same meaning as designated in the Declaration of Condominium for Yogi Bear's Jellystone Park Camp-Resort (Apopka), a Condominium, unless these Articles specially provide otherwise, or unless the context dictates a different meaning.

ARTICLE IV

Members of the corporation shall be the owners of condominium parcels which are owned by fee title.

ARTICLE V

This Corporation shall have perpetual existence.

ARTICLE VI

The names and residences of the subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Monte Ertel	Rt. 1, Box 2000 Apopka, Florida 32703
Philip C. Grace	1850 Lee Road, Suite 115 Winter Park, Florida 32789
Robert C. Matthias	501 N. Magnolia Avenue, Suite A Orlando, Florida 32801

ARTICLE VII

Section 1. The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified by the By-Laws, and in the exact number of persons as specified in said By-Laws. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of three (3) years, or until their successors shall be elected and shall qualify; except, however, the Directors elected at the first corporate meeting shall be elected for the terms prescribed in the By-Laws. Provisions for such election, and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the Directorate, shall be established by the By-Laws.

Section 2. The principal officers of the Corporation shall be:

President - Monte Ertel
Secretary - Monte Ertel
Treasurer - Monte Ertel

(the last two [2] officers may be combined), who shall be elected from time to time, in the manner set forth in the By-Laws adopted by the Corporation.

ARTICLE VIII

The names of the Directors who are to serve until the first election of Directors, pursuant to the terms of the Declaration of Condominium and By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Monte Ertel	Rt. 1, Box 2000 Apopka, Florida 32703
Philip C. Grace	1850 Lee Road, Suite 115 Winter Park, Florida 32789
Robert C. Matthias	501 N. Magnolia Avenue, Suite A Orlando, Florida 32807

ARTICLE IX

The By-Laws of the Corporation shall initially be made and adopted by its first Board of Directors.

Prior to the time the property described in Article II above has been submitted to condominium ownership by the filing of the Declaration of Condominium, said first Board of Directors shall have full power to amend, alter or rescind said By-Laws by a majority vote.

After the property described in Article II has been submitted to condominium ownership by the filing of Declaration of Condominium, the By-Laws may be amended, altered, supplemented or modified by the membership at the annual meeting, or at a duly convened special meeting of the membership, attended by a majority of the membership, by vote, as follows:

- A. If the proposed change to the By-Laws has received the unanimous approval of the Board of Directors then it shall require only a majority vote of the membership to be adopted.
- B. If the proposed change has not been approved by the unanimous vote of the Board of Directors, then the proposed change must be approved by a three-quarters (3/4) vote of the membership.

provided, however, that (1) prior to the first annual meeting of the membership, the By-Laws may not be amended without a prior resolution requesting said amendment by the Board of Directors; (2) subsequent to the first annual meeting of the membership, the By-Laws may not be amended without the approval of the Board of Directors, unless the proposed amendment shall be filed in writing with the Secretary or President, not less than ten (10) days prior to the membership meeting at which such amendment is to be voted upon.

ARTICLE X

Amendments to these Articles of Incorporation may be proposed by any member or director, and shall be adopted in the same manner as is provided for the amendment of the By-Laws, as set forth in Article IX above. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval sealed with the Corporate Seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice President, has been filed with the Secretary of State, and all filing fees paid.

ARTICLE XI

This Corporation shall have all of the powers set forth in Chapter 617.021, Florida Statutes, as amended, and all of the powers set forth in the Condominium Act of the State of Florida, and all powers granted to it by the Declaration of Condominium and Exhibits annexed thereto, to which the By-Laws of this Corporation are attached and made a part thereof.

ARTICLE XII

There shall be no dividends paid to any members; nor shall any part of the income of the Corporation be distributed to its Board of Directors or Officers. In the event there are any excess receipts over disbursements, as a result of performing services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its

members, directors and officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in this Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and By-Laws. The voting rights of the owners of parcels in said condominium property shall be as set forth in the Declaration of Condominium and/or By-Laws.

ARTICLE XIII

The initial registered office of this corporation shall be at 501 N. Magnolia Avenue, Suite A, Orlando, Florida and the initial registered agent shall be Robert C. Matthias.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto affixed their signatures this 17 day of April, 1982.

Monte Ertel
C. Grace
Robert C. Matthias

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, personally appeared MONTE ERTEL, who after being by me sworn, acknowledged that he executed the foregoing Articles of Incorporation of Jellystone Park Condominium Association, Inc., for the purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal in the State and County last aforesaid this 17th day of April, 1982.

Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12-31-85
MORRIS

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, personally appeared PHILIP C. GRACE, who after being by me sworn, acknowledged that he executed the foregoing Articles of Incorporation of Jellystone Park Condominium Association, Inc., for the purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal in the State and County last aforesaid this 17th day of December, 1982.

John B. Roberts
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 17, 1985
SIGNED AND SEALING OFFICE, 1982
A HAWK INSURANCE & TRUST CO.

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, personally appeared ROBERT C. NATHIAS, who after being by me sworn, acknowledged that he executed the foregoing Articles of Incorporation of Jellystone Park Condominium Association, Inc., for the purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal in the State and County last aforesaid this 17th day of December, 1982.

Montgomery V. Hayes
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 16 1985
1200 N. WINDY HILL RD. WINTER FLA.

FILED
OR 3347 2562
MAY 22 1 36 PM '82


CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE; NAMING AGENT THROUGH WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48,091, Florida Statutes, the following is submitted, in compliance with said Act:

That Jellystone Park Condominium Association, Inc., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Orlando, County of Orange, State of Florida, has named Robert C. Matthias, located at 507 N. Magnolia Avenue, Suite A, City of Orlando, County of Orange, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above-stated corporation, at the place designated in this certificate, I hereby accept said designation, and agree to comply with the provision of said Act relative to said capacity.

By: 
Robert C. Matthias
Registered Agent

BY-LAWS

OF

JELLYSTONE PARK CONDOMINIUM ASSOCIATION, INC.

ARTICLE I. IDENTITY

The following By-Laws shall govern the operation of Jellystone Park Condominium Association, Inc., hereinafter referred to as the "Association", described and named in the Declaration of Condominium to which these By-Laws are attached; Jellystone Park Condominium Association, Inc., being a Florida Corporation not for profit, organized and existing as the Condominium Association for Yogi Bear's Jellystone Park Camp-Resort (Apopka), a Condominium, hereinafter referred to as the "Condominium", pursuant to Chapter 617, Florida Statutes, as amended, and Chapter 718, Florida Statutes, known as the Condominium Act.

Section 1. Office. The office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors.

Section 2. Seal. The Seal of the Association shall bear the name of the Corporation, the word "Florida", the words "Corporation Not for Profit", and the year of the incorporation.

Section 3. Definitions. As used herein, the word "Association" shall be the equivalent of "Corporation", as defined in the Declaration of Condominium to which these By-Laws are attached, and all other words, as used herein, shall have the same definition as attributed to them in the Declaration of Condominium to which these By-Laws are attached.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. No Stock. The Association shall not issue stock or certificates.

Section 2. Membership. Membership in the Association shall be limited to owners of Condominium "Units", as defined in the Declaration of Condominium to which these By-Laws are attached. Transfer of ownership of a Unit, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but as hereinafter indicated, the vote of a Unit shall be cast by the "Voting Member". If Unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its Voting Member. Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium Unit, where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set by the Board of Directors to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred by the Board of Directors.

Section 3. Voting.

(a) The owner(s) of each Condominium Unit shall be entitled to one (1) vote for each Condominium Unit owned. If a Condominium Unit owner owns more than one (1) Unit he shall be entitled to one vote for each Unit owned. The vote of a Condominium Unit shall not be divisible.

(b) A majority of the Unit owners' total votes shall decide any questions unless the By-Laws or Declaration of Condominium provides otherwise, in which event the voting percentage required in the By-Laws or the Declaration of Condominium shall control.

Section 4. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Unit owners' total votes shall constitute a quorum. The term "majority" of the Unit owners' total votes shall mean Unit owners holding 51% of the votes.

Section 5. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 6), and shall be filed with the Secretary of the Association prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a Voting Member, a proxy must be signed by both husband and wife where a third person is designated. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit owner executing it.

Section 6. Designation of Voting Member. If a Condominium Unit is owned by one person, his right to vote shall be established by the record title to the Unit. If a Condominium Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a Certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a Certificate for this purpose, signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. The person designated in the Certificate who is entitled to cast the vote for a Unit shall be the Voting Member. If such a Certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person, entitled to cast the vote for the Unit, unless said Unit is owned by a husband and wife. Such Certificate shall be valid until revoked, or until superseded by a subsequent Certificate, or until a change occurs in the ownership of the Unit concerned. If a Condominium Unit is jointly owned by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a Voting Member.

(b) If they do not designate a Voting Member, and if both are present at a Meeting and are unable to concur in their decision upon any subject requiring a vote they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a Unit is not divisible.)

(c) Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

ARTICLE III. MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at the Condominium property, or at such other place and time as shall be designated by the Board of Directors of the Association and stated in the Notice of Meeting.

Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a written Notice of each annual or special meeting, stating the time and place thereof to each Unit owner of record, at least fourteen (14) days, but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the Unit owner as it appears on the books of the Association. Notices for all meetings shall also be posted in a conspicuous place on the Condominium property no less than fourteen (14) days prior to the annual meeting. Unless the Unit owner waives in writing the right to receive the notice of the annual meeting, the notice of the annual meeting shall be sent by mail to each Unit owner, and the post office certificate of mailing shall be retained as proof of such mailing.

Section 3. Order of Business. The order of business at annual members' meetings and, as far as practical, for all other members' meetings, shall be as set by the President.

Section 4. Annual Meetings. The annual meeting shall be held on the Condominium property each year, at a time and date determined by the Board of Directors, for the election of directors and transaction of other business authorized to be transacted by the members. At the annual meeting, the members shall elect by a plurality vote (cumulative voting prohibited), a Board of Directors and transact such other business as may properly be brought before the meeting. The minutes of all meetings shall be kept in a book available to Unit owners or their authorized representatives. The Association shall retain the minutes for not less than seven (7) years.

Section 5. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of Voting Members representing a majority of the Unit owners' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to subjects stated in the notice thereof.

Section 6. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or of the Articles of Incorporation, or of these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 7. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of Voting Members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 8. Approval by Voting Member. Approval or disapproval by a Unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the Voting Member;

provided, however, where a Unit is owned jointly by a husband and wife and they have not designated one of them as a Voting Member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

ARTICLE IV. DIRECTORS

Section 1. Number. The Board of Directors shall consist of three (3) members until such time as the Unit owners are entitled to elect not less than a majority of the Directors as required in Subsection 9.B below, and nine (9) members thereafter. At the first corporate meeting following such transfer of control, six (6) new additional directors shall be elected, three (3) for terms of one (1) year; and three (3) for two (2) year terms. Thereafter, at each annual meeting the directorships of those whose terms have expired shall be elected from the Voting Members for a period of three (3) years; it being the intent that there shall be three (3) directors elected at each annual membership meeting for a period of three (3) years. Each member of the Board of Directors, other than the initial Board, shall be either the owner of a Condominium Unit or an owner of an interest therein.

Section 2. First Board of Directors.

(a) The first Board of Directors, who shall serve until the first annual meeting of members and until their successors have been elected and qualified, shall consist of the following:

Monte Ertel
Philip C. Grace
Robert C. Matthias

(b) The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, providing a quorum shall be present.

Section 3. Removal of Directors. At any time after the first annual meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed with or without cause by the affirmative vote of the Voting Members casting not less than a simple majority of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office until the next annual or special meeting of unit owners. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. More

than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. In the event a Director or the corporate owner said Director represents ceases to be an owner of a Condominium Unit or ceases to have an interest therein, or in the event a corporate representative Director ceases to be an officer of said corporation, then the directorship shall immediately and automatically terminate. No member shall continue to serve on the Board should he or his corporate owner be more than sixty (60) days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each Director personally or by mail, telephone, or telegraph, at least five (5) days prior to the day named for such meeting. Meetings of the Board of Directors shall be open to all Unit owners. Except in emergency situations, adequate notice will be conspicuously posted on the Condominium property forty-eight (48) hours in advance. When assessments to the owners will be discussed by the Board, the notice will so indicate. The minutes of these meetings will be kept in the same manner as the minutes of the meetings of the membership.

Section 7. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than five (5) days' notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 8. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 9. Transfer of Control of Board of Directors.

A. When Unit owners other than Sun Resorts, Inc., a Florida corporation (the "Developer") own fifteen percent (15%) of the Units which will be operated ultimately by the Association, the Unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the Board of Directors.

B. Unit owners other than the Developer shall be entitled to elect not less than a majority of the Board of Directors at the first of the following to occur:

a. Three (3) years after sales have been closed on fifty percent (50%) of the Units that will be operated ultimately by the Association, or

b. Three (3) months after sales have been closed on ninety percent (90%) of the Units that will be operated ultimately by the Association, or

c. When all of the Units that will be operated ultimately by the Association have been completed, some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business.

d. Within sixty (60) days after the date Unit owners other than the Developer are entitled to elect a member of the Board of Directors of the Association, the Association shall call a meeting of the Unit owners to elect the members of the Board of Directors of the Association.

The number of Units "which will be operated ultimately by the Association" includes, in addition to the Units in this Condominium, Units in all condominiums contemplated to be operated by the Association from time to time.

Section 10. Compensation. The Directors' fees, if any, shall be determined by the Voting Members.

Section 11. Annual Budget. The Board of Directors shall prepare a proposed annual budget in advance for the coming fiscal year showing anticipated income and operating expenses (including reasonable reserves), a copy of which proposed budget shall be mailed to each member at least thirty (30) days prior to the Board meeting at which it will be considered for adoption. The Unit owners shall be given at least thirty (30) days' prior written notice of this meeting of the Board of Directors which shall include the time, place, and purpose of the meeting and such copy of the proposed budget. This meeting shall be open to the Unit owners. If an adopted budget requires assessment against the Unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, upon written application of ten percent (10%) of the Unit owners to the Board, the Board shall call a special meeting of the Unit owners within thirty (30) days upon not less than ten (10) days' written notice to each Unit owner. At the special meeting, Unit owners shall consider and adopt a budget. The adoption of the budget shall require a vote of not less than a majority of all Unit owners. The Board of Directors may propose a budget to the Unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the Unit owners at the meeting or by a majority of all Unit owners in writing, the budget shall be adopted. In determining whether assessments exceed one hundred fifteen percent (115%) of the assessments in the prior year, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, or assessment for betterments to the Condominium property, shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all Unit owners.

Section 12. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Condominium or by these By-Laws directed to be exercised and done by the Unit owners.

These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, in these By-Laws, the Articles of Incorporation of this Association, and the Condominium Act, and all powers incidental thereto.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

(d) Except as specifically provided otherwise herein where the consent of the Developer is mandatory, to make and amend regulations respecting the operation and use of the common elements and Condominium property and the use and maintenance of the Condominium Units therein.

(e) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors, the membership of the Association or the Developer.

(f) Designate one or more committees which, to the extent provided in the resolution designating such committee, shall have the powers of the Board of Directors in the management of the business and affairs of the Association. Such committee shall consist of at least three (3) members of the Association, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors and said committees shall keep regular minutes of their proceedings and report the same to the Board of Directors as required. Provided, however, that any such committee shall operate strictly in accordance with limitations imposed by Florida Statutes 718 (The Condominium Act), and The Florida Administration Code.

(g) To use and disburse the proceeds of assessments in the exercise of its powers and duties.

(h) To undertake the maintenance, repair, replacement and operation of the Condominium property.

(i) To reconstruct improvements after casualty and further improve the property.

(j) To enforce by legal means the provisions of the Condominium Act and Condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the rules and regulations for the use of the property in the Condominium.

(k) To pay taxes and assessments which are liens against any part of the Condominium other than individual Units and the appurtenances thereto, and to assess the same against the Units subject to such lien; to acquire and pay for both casualty and public liability insurance in such amounts as the Directors shall determine.

(l) To pay all the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual Units.

The foregoing powers shall be exercised by the Board of Directors or its contractor or employees subject only to approval by Unit owners or Developer when such is specifically required.

ARTICLE V. OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The President and Vice President, if any, shall be members of the Board of Directors.

Section 2. Election. The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the annual meeting of the members.

Section 3. Appointive Officers. The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as the Board deems necessary, and grant them the duties it deems appropriate.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g., if the Board of Directors is composed of nine (9) persons, then five (5) of said Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. Unless otherwise provided in these By-Laws, the officers shall serve without compensation.

Section 5. The President. He shall be the chief executive officer of the Association, he shall preside at all meetings of the Unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. He shall perform all of the duties of the President in his absence or disability and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. He shall issue notices of all Board of Directors' meetings and all meetings of the Unit owners; he shall attend and keep the minutes of the same; he shall have charge of all of the Association's books, records and papers except those kept by the Treasurer. He shall have custody of the seal of the Association. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or incapacitated.

Section 8. Treasurer.

(a) He shall have custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books

shall reflect an account for each Unit in the manner required by the Condominium Act.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and the Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(c) He shall collect the assessment and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees, on which reports the transferees may reply.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent or incapacitated.

ARTICLE VI. FISCAL MANAGEMENT

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association. Prior to relinquishment of control of the Board of Directors by the Developer to the other Unit owners, the Developer shall continue to maintain separate accounts and books for the receipt, income and disbursements with respect to Association assessments collected.

Section 2. Fidelity Bonds. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors in accordance with the law. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control via a signatory or a bank account or other depository account.

Section 3. Fiscal Year. The fiscal year for the Association shall begin on the first day of February of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessment.

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium property. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Commons, common elements and the limited common elements, costs of carrying out the power and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the

Board of Directors of the Association. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments, and to maintain, repair and replace The Commons, common elements and the limited common elements of the Condominium. Funds for the payment of common expenses, shall be assessed against the Unit owners in the proportions of percentages of sharing common expenses as provided in the Declaration. Said assessment shall be payable as ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors. Assessments shall be paid monthly.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Unit owner a statement of said Unit owner's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, the Treasurer shall give a receipt for each payment made to him.

(c) Ad valorem taxes and special assessments by taxing authorities shall be assessed against the Condominium parcels and against the Condominium as a whole.

Section 5. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund, or divided into more than one fund, as determined by the Board of Directors. Assessment collections shall not be commingled with the Developer's funds. All assessment payments by a Unit owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses or advances, as provided herein and in the Declaration of Condominium, and general or special assessments in such manner as the Board of Directors determines in its sole discretion. Common surplus is owned by the Unit owners in the same shares as their ownership interest in common elements.

Section 6. Annual Financial Statement. An unaudited annual financial statement of accounts of the Association shall be made annually and a copy of the report shall be available for inspection by the members at the office of the Association no later than three (3) months after the end of the year for which the report is made.

Section 7. Acceleration of Assessment Installments Upon Default, Lien of Association.

If a Unit owner shall fail to pay an installment within thirty (30) days of its due date upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery of or mailing of said notice to the Unit owner. Any assessment installments which are unpaid for over thirty (30) days after due date shall bear interest at the highest rate allowed by law until paid.

The Association shall have a lien on each Condominium Unit for any unpaid assessment, which is described more fully in Section 9.4 of the Declaration of Condominium.

ARTICLE VII. COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the nonpayment of an assessment) by the Unit owner of any of the provisions of the Declaration, of these By-Laws, or of the applicable portions of the Condominium Act or Franchise Agreement between Sun Resorts, Inc., and Leisure Systems, Inc., until that agreement is terminated, the Association, by direction of its Board of Directors, may notify the Unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of these By-Laws or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections: (1) an action at law to recover for its damage on behalf of the Association or on behalf of the other Unit owners; (2) an action in equity to enforce performance on the part of the Unit owner; (3) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Upon a finding by the court that the violation complained of has occurred, the Unit owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action. Failure on the part of the Association to maintain such an action at law or in equity within thirty (30) days from date of a written request, signed by a Unit owner and sent to the Board of Directors, shall authorize any Unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for by the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Unit owner as a specific item which shall be a lien against said Unit with the same force and effect as if the charge were a part of the common expense. In addition to the foregoing, the Developer may enforce compliance with the Condominium documents and Condominium Act pursuant to remedies provided by Florida law.

Section 2. Negligence or Carelessness of Unit Owner, etc. All Unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, negligence or carelessness, or by that of any member of his family, or his or their guests, employees, agent or lessees, but only to the extent that such expense is not met by the proceeds or insurance carried by the Association, if any. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this section, shall be charged to said Unit owner as a specific item which shall be a lien against said Unit owner with the same force and effect as if the charge were a part of the common expense. Said lien shall be subordinate to the lien of any institutional first mortgage on a given Condominium Unit.

Section 3. Costs and Attorneys' Fees. In any proceeding brought by the Association, Developer or any other Unit owner to enforce the provisions of the Declaration, these By-laws, any rules and regulations promulgated thereunder or the Condominium Act, arising because of an alleged default by a Unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court. So long as the Developer retains ownership of at least one (1) Unit, this provision may not be amended without written consent of the Developer.

Section 4. No Waiver of Rights. The failure of the Association, the Developer or a Unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit owner or Developer to enforce such right, provision, covenant or condition in the future.

Section 5. No Election of Remedies. All rights, remedies and privileges granted to the Association, Developer, or Unit owners pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the Condominium documents, or at law, or in equity.

ARTICLE VIII. ACQUISITION OF UNITS

At any foreclosure sale of a Unit the Board of Directors may, with the authorization and approval by the affirmative vote of Voting Members casting not less than three-fourths (3/4) of the total votes of the Unit owners, acquire in the name of the Association or its designee, a Condominium Unit being foreclosed. The term "foreclosure" as used in this section shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the Association to acquire a Condominium Unit at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors, or of the Association, to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the Voting Members be obtained.

ARTICLE IX. AMENDMENT TO THE BY-LAWS

Subject to the provisions of Article XVII hereof and any other provisions requiring prior written consent of the Developer for amendment, these By-Laws may be altered, amended or added to at any duly called meeting of the Unit owners, provided:

- (a) Notice of the meeting shall contain a statement of the proposed amendment;
- (b) If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the Voting Members casting a majority of the total votes of the Unit owners;
- (c) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of the Voting Members casting not less than three-fourths (3/4) of the total votes of the Unit owners; and
- (d) Said amendment shall be recorded and certified as required by the Condominium Act. Notwithstanding anything above to the contrary, until the first annual meeting of the membership, these By-Laws may not be amended without prior resolution requesting said amendment from the Board of Directors.

So long as the Developer owns at least one (1) Unit in the Condominium, this Article X cannot be amended without the prior written consent of the Developer.

ARTICLE X. NOTICES

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration of Condominium to which these By-Laws are attached.

ARTICLE XI. INDEMNIFICATION

The Association shall indemnify every Director and every officer, his heirs, executors personal representatives, and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Unit owner and member from any liability for obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Unit owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII. LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or by other Unit owners or other persons.

ARTICLE XIV. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, Declaration of Condominium, or these By-Laws.

ARTICLE XV. LIENS

Section 1. Protection of Property. All liens against a Condominium Unit, other than for permitted mortgages, taxes, or special assessments, or as otherwise provided for in these By-Laws hereof, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Condominium Unit shall be paid before becoming delinquent, as provided in these Condominium documents, or by law, whichever is sooner.

Section 2. Notice of Lien. A Unit owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, or said Article VIII, Section 2 liens, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit owners shall give notice to the Association of every suit or other proceedings which will or may affect title to his Unit or any other part of the property, such notice to be given within five (5) days after the Unit owner receives notice thereof.

Section 4. Validity of Judicial Sale. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. Permitted Mortgage Register. The Association shall maintain a register of all permitted mortgages and at the request and expense of a mortgagee the Association shall forward copies of all notices for unpaid assessments of violations served upon a Unit owner to said mortgagee.

ARTICLE XVI. RULES AND REGULATIONS

Section 1. As to Common Elements. Subject to Section 5 of this Article, and any other provisions of these By-Laws requiring the prior written consent of the Developer, the Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium and any facilities or services made available to the Unit owners. The Board of Directors shall from time to time post in a conspicuous place on the condominium property, or within The Commons, a copy of the rules and regulations adopted from time to time by the Board of Directors. Lessees and any Time-Share purchasers shall have substantially the same rights to Recreational Facilities and Common Elements as Unit owners.

Section 2. As to Condominium Units. Subject to Section 5 of this Article, and any other provisions of these By-Laws requiring the prior written consent of the Developer, the Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Unit(s), provided, however, that copies of such rules and regulations are furnished to each Unit owner prior to the time the same becomes effective and, where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium Property or within The Commons.

Section 3. Rules and Regulations. The rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors (possibly through its Architectural and Environmental Review Board), subject to the Developer's rights with respect to amendments wherever contained in these By-Laws, and shall apply to and be binding upon all Unit owners. The Unit owners shall at all times obey said rules and regulations, and all applicable ordinances of Orange County and applicable laws of the State of Florida, and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said rules and regulations are as follows:

(a) All parcels or Units which are designated on Exhibit "A" to the Declaration shall be reserved and restricted for recreational campsites for camping vehicles, including within such category tent-type folding trailers, pickup campers, modern travel trailers, "park model" travel trailers, motor homes and other similar types of camping trailers and equipment that are mobile as well as folding tents not mounted on wheels. Unit owners, their guests, successors and assigns are prohibited from erecting, occupying, or placing on any Unit any permanent or semi-permanent structure or certain vehicles, which include, without limitation, the following:

(1) Travel trailers longer than thirty-five (35) feet or wider than is permitted under Orange County Zoning Regulations, or applicable Florida Statutes;

- (2) Mobile homes;
- (3) Converted buses (without the prior consent of the Developer); or
- (4) Any structure not intended to be temporary or movable.

It is the declared intent of the Developer to exclude mobile homes from being placed on any Unit, and to create and maintain an area designated for maximum beauty and benefit of campers. Provided further, that tables, benches, fireplaces and grills may be erected, but no personal property except as provided immediately above shall be permitted to remain where it can be seen by other Unit owners or visitors to the area, except when the Unit is actually in use; provided further, however, that the foregoing shall not apply to any permissible vehicle or trailer which may be allowed to remain on the Unit even though not in use. There is prohibited the construction and maintenance of fences and radio and TV antennas on the Units. Only one permissible trailer may be located or maintained on each Unit. All storage structures and improvements to Condominium Units, including skirting around vehicles, must be approved in advance by the Architectural and Environmental Review Board of the Condominium Association. Unit owners wishing to erect storage structures, or construct improvements to their Units must apply in writing to the Board, which shall respond within fifteen (15) days of the application. The response shall either be a denial with stated reasons, or an approval with a permit issued by the Board. If the Board shall fail to act on an application within the fifteen (15) day period, the application shall be deemed denied; if approved, the applicant shall be entitled to proceed with the applied-for storage structures or improvements.

(b) No animals or fowl shall be kept or maintained on the Unit or within the Camp Resort except customary household pets, acceptable to the Association. Pets must be under the control of their owners at all times, must be kept in the vehicle after dark, and must never be left unattended outside the recreational vehicle Unit. All dogs must be kept on a leash not more than ten (10) feet long. Pet owners are responsible for cleaning up all pet droppings anywhere in the Camp Resort including the pet owner's campsite. The Association shall have the right to require removal of animals who are unruly, loud, or misbehave from the Camp Resort, and shall further have the right to impound unleashed animals and add any boarding charges to the pet owner's maintenance assessment. Pets are not permitted in any building or in the swimming pool area, with the exception of seeing eye dogs. All animals must have current proof of rabies inoculation, where applicable.

(c) No outside toilet shall be installed or allowed on any Unit. Developer has or will install usable and adequate sanitary facilities as provided by the laws of the State of Florida, and each user of each facility agrees to protect the same to prevent loss or damage to occur thereto. In addition, all Condominium campsite Units will have sewer hookups.

(d) No nuisance (including, but not limited to, excessive outside lighting) shall be allowed within the Camp Resort nor any use or practice which is the source of annoyance to Unit owners, guests, lessees or other users of the Camp Resort, or which interferes with the peaceful possession or proper use of the property. All parts of the Camp Resort, including each Unit and trailers or tents thereon, shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to

accumulate nor any fire hazard allowed to exist. All debris or garbage shall be placed in containers or bags approved by the Association.

(e) No commercial activity of any kind whatsoever shall be conducted on or from any Units in the Condominium. Provided, however, that Developer reserves the right to offer recreational vehicles for sale on Developer-owned Condominium Units. Moreover, the foregoing shall not prevent Developer from designating certain areas in the Camp Resort for commercial use, including use of a rental office operated by the Developer pursuant to Section 11 of the Declaration.

(f) The Association shall levy and collect a reasonable assessment payable quarterly in advance on March 15, June 15, September 15 and December 15 for the succeeding calendar quarter, from Unit owners sufficient to cover each Unit owner's proportionate share of the actual cost of operating and maintaining all common use property and facilities, providing water, electricity and garbage disposal service, sewage service, general maintenance and carrying out of the duties of the Association except where said services are metered or otherwise billed separately to individual Unit owners. The Association shall also pay all real property taxes on the Common Elements and on The Commons. The collection of these sums shall be provided for in an adequate manner to assure the necessary maintenance. The assessments or expenses shall be levied in accordance with Section 7 of the Declaration and these By-Laws.

(g) The Unit owners shall not permit or suffer anything to be done or kept on his Unit which will increase the cost of insurance within the Camp Resort or which will obstruct or interfere with the rights of other Unit owners or annoy them by unreasonable noises, or otherwise; nor shall any Unit owner commit or permit any nuisance, immoral or illegal act in or about the Camp Resort.

(h) Any vehicles supported by Cement blocks or anything in addition to wheels must be skirted. All skirting must be approved by the Architectural and Environmental Review Board.

(i) No clothes washers or dryers shall be permitted on Units until such time (if ever) as specific rules therefor are established by the Architectural and Environmental Review Board.

(j) No car repairs or other unsightly projects are permitted on any Unit.

(k) No signs of any kind including signs which are inside the recreational vehicle where they may be seen outside the vehicle, shall be displayed on any Unit without Association consent. The Association shall promulgate guidelines as to acceptable signs, and signs conforming to those guidelines shall be deemed to have received Association consent. Unit owners are prohibited from placing "For Sale" or "For Rent" signs anywhere on their Unit.

(l) No person shall use the Common Elements or any part thereof or a Condominium Unit or The Commons or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association, subject to the rights of the Developer to approve such rules and regulations.

(m) All Condominium Unit owners and their guests are required to "check-in" at the check-in station when they first arrive at the park at the beginning of each stay.

(n) The speed limit on all roads within the Camp Resort shall not exceed 5 mph or the speed limit as posted. No unlicensed driver shall drive a motor vehicle within the Camp Resort. Any unlicensed vehicle or any vehicle other than an automobile, shall not be operated in the Camp Resort prior to obtaining a permit from the Architectural and Environmental Review Board of the Association.

(o) No Unit Owner (other than Developer) or guest shall post or attach any signs, placards, or displays to any building, structure, or trees within the Camp Resort without Association consent.

(p) Recreational vehicles may be parked only in areas approved for such use.

(q) Radios, televisions, stereos, etc., are to be kept at a volume which will not disturb others.

(r) Fires are allowed only in approved fireplaces or barbeques or other authorized areas. Fire building may be prohibited at any time when it might present a fire hazard.

(s) No weapons of any kind are allowed within the Camp Resort.

(t) Cutting, defacing, or destruction of live wood or plants is not permitted.

(u) All children under twelve (12) years old are required to be in their campsites one-half (1/2) hour after closing of the Ranger Station except during authorized and supervised activities. No Condominium Unit shall be the domicile of any person for school registration purposes. Therefore, no person shall be entitled to attend Orange District Schools solely because of ownership of a Condominium Unit. No children shall be permitted to reside in the Camp Resort for longer than thirty (30) days, nor may they reside in the Camp Resort for any period while they are attending school, without the prior written approval of the Association.

(v) No lifeguards are on duty at swimming pool. All children under the age of eight (8) years or non-swimmers of any age are required to be accompanied by a swimming adult. Bathers must wear regular swim suits or trunks only. No swimming is permitted in street clothes or "cut-offs". Bathing caps are required for all long hair.

(w) No outside appliances are permitted (including, but not limited, to freezers, refrigerators and the like).

(x) Vehicles, other than the one permitted recreational vehicle and primary transportation, may not be stored on a Condominium Unit.

(y) The use of alcoholic beverages must be confined to Condominium Units.

(z) There shall be no platforms allowed on Condominium Units.

(aa) No electric space heaters or electric water heaters permitted, except on individually metered sites.

(bb) Clotheslines or any other outside drying of clothes or bedding are not allowed.

(cc) This entire Section 3 entitled "Rules and Regulations" and the rules and regulations set forth hereunder shall be considered as covenants running with the land, and shall bind all Unit owners, their heirs, and executors, administrators, successors and assigns, including guests and renters, and any other persons directly or indirectly related to said Unit owner, and these provisions shall not be amended in any way whatsoever without the prior written consent of the Developer, so long as the Developer retains the ownership of at least one (1) Unit. If any person violates or attempts to violate any of the covenants or restrictions herein contained, any Unit owner, the Association or Developer may bring any proceeding at law or in equity against the person violating or attempting to violate any such covenant or restriction and either prevent such Unit owner from so doing or to recover damages for such violation, or both, and also recover costs of the suit and a reasonable attorney's fee. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions hereof which shall remain in full force and effect.

(dd) Other reasonable rules and regulations governing use and occupancy and which are not in contravention of any of the foregoing provisions may be made and amended from time to time by the Association, with the prior written consent of the Developer, in the manner provided by its Articles and By-Laws.

(ee) Neither the Unit owners nor the Association nor their use of The Commons or Condominium Property shall interfere with the completion of the contemplated improvements or sale of said Units by Developer. The Developer may make such use of the unsold Units, the Common Elements and The Commons as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, display of sale signs and showing of the Units for sale to prospective purchasers, and renting of Units to the camping public. Each Unit Owner, by acceptance of the Warranty Deed to a Unit, acknowledges that it is aware that Developer owns additional property contiguous to this Condominium which may be developed as one or more additional condominiums up to 1500 units. Developer may acquire additional property for development into condominiums adjacent thereto. Any additional condominiums will share recreational and other common facilities with this Condominium under the Commons Lease. Each Unit Owner further agrees that it will cooperate with all such development activities of Developer, including, but not limited to, any rezoning, construction activities, sales activities, and the like.

(ff) The operation of the Camp Resort is subject to the provisions of a certain Franchise Agreement dated April 15, 1970, and amended June 15, 1982, under which the Developer has agreed to certain restrictions with Leisure Systems, Inc., a Wisconsin corporation through which the Camp Resort obtains the right to use names and logos of "Yogi Bear" and related items. The Camp Resort shall be operated and maintained strictly in compliance with the standards of said Franchise Agreement.

Section 4. Conflict. In the event of any conflict between the rules and regulations contained herein, or from time to time amended or adopted, and the Condominium documents, or the Condominium Act, the latter shall prevail, subject to Developer's rights contained in the Condominium documents. Where required by the Condominium Act, any amendment to the rules and regulations herein shall be recorded in the Public Records of Orange County, Florida, in the manner required by the Condominium Act.

Section 5. Rights of Developer. Notwithstanding anything to the contrary set forth in these By-Laws, no amendments to all or any part of Article VI, Section 8, Article VIII, Section 3, Article X or this Article XVII shall be permitted without the prior

written consent of the Developer, so long as the Developer retains the ownership of at least one (1) Unit, which consent shall not be unreasonably withheld, but which consent shall be conditioned upon the fact that, in the Developer's sole opinion, such amendment does not either (1) lower the standards of maintenance and the upkeep of the various facilities included in the operation of the entire Condominium including, without limitation, the recreational facilities, or (2) restrict the various commercial activities of the Developer in connection with the entire Camp-Resort including, without limitation, the operation of a store or stores, laundry facilities, and other service type operations, and the sale and/or rental of Condominium Units in all condominiums operated by this Association.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration, the provisions of the Declaration shall prevail.

APPROVED AND ADOPTED AS THE BY-LAWS OF JELLYSTONE PARK CONDOMINIUM ASSOCIATION, INC., a Florida Non-Profit Corporation by the undersigned members of the First Board of Directors this 14th day of December, 1982.

Monte Ertel
MONTE ERTEL
Philip C. Grace
PHILIP C. GRACE
Robert C. Matthias
ROBERT C. MATTHIAS

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 14th day of December, 1982, by MONTE ERTEL.

Notary Public
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 2 1983
BONDED 2500 GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 14th day of December, 1982, by PHILIP C. GRACE.

Notary Public
Notary Public
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 2, 1983
BONDED 2500 GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 14th day of December, 1982, by ROBERT C. MATTHIAS.

Notary Public
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 2 1983
BONDED 2500 GENERAL INS. UNDERWRITERS

RECORDED & RECORD VERIFIED

Thomas H. Tolson
County Comptroller, Orange Co., Fla.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this ____ day of _____, 2006, by and between SUN RESORTS, INC., a Florida For Profit Corporation ("Sun Resorts"), c/o Jason Rosenthal, Esq. 212 Pasadena Place, Suite A, Orlando, Florida 32803 and CLARCONA RESORT CONDOMINIUM ASSOCIATION, INC., a Florida Not-For-Profit Corporation ("Association"), c/o Robyn S. Braun, Esq. 850 Concourse Parkway South, Suite 105, Maitland, FL 32751.

WITNESSETH

WHEREAS, Sun Resorts, Inc. (hereinafter "Sun Resorts"), is the Developer (as defined by Chapter 718, Florida Statutes) of a large scale RV Condominium Community (hereinafter "Clarcona Condominium Community") located in the North West area of Orange County, Florida; and

WHEREAS, even though it appears to be one condominium containing 946 condominium units, the Clarcona Condominium Community actually consists of the eleven (11) separate and independent condominium regimes described as follows as well as other real property identified later herein:

1. The 533 unit "Yogi Bear's Jellystone Park Camp-Resort Condominium", according to that certain Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), A Condominium, as recorded in Official Record Book 3347, Pages 2482 through 2581 on February 9, 1963, and as amended by the First Amendment to Declaration of Condominium of Yogi Bear's Jellystone Park, Camp-Resort (Apopka) as recorded in Official Records Book 3364, Pages 1251 through 1264 on April 5, 1963, both being in the Public Records of Orange County, Florida (hereinafter "Condo I"); and
2. The 188 unit "Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIA Condominium", according to that certain Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIA, A Condominium, as recorded in Official Record Book 3689, Pages 2422 through 2448 in the Public Records of Orange County, Florida on September 16, 1985 (hereinafter "Condo IIA"); and
3. The 24 unit "Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB1 Condominium" according to that certain Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB1, A Condominium, as recorded in Official Record Book 3951, Pages 806 through 826 in the Public Records of Orange County, Florida on January 18, 1988 (hereinafter "Condo IIB1"); and
4. The 27 unit "Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB2 Condominium" according to that certain Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB2, A Condominium, (hereinafter "IIB2"), as recorded in Official Record Book 3951, Pages 834 through 854 in the Public Records of Orange County, Florida on January 18, 1988 (hereinafter "Condo IIB2"); and



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5. The 27 unit "Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB3 Condominium", according to that certain Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB3, A Condominium, (hereinafter "IIB3"), as recorded in Official Record Book 3958, Pages 4820 through 4845 in the Public Records of Orange County, Florida on February 19, 1988 (hereinafter "Condo IIB3"); and
6. The 20 unit "Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB4 Condominium", according to that certain Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB4, A Condominium, as recorded in Official Record Book 3958, Pages 4846 through 4871, in the Public Records of Orange County, Florida on February 19, 1988 (hereinafter "Condo IIB4"); and
7. The 31 unit "Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB5 Condominium", according to that certain Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB5, A Condominium, as recorded in Official Record Book 3958, Pages 4872 through 4897, in the Public Records of Orange County, Florida on February 19, 1988 (hereinafter "Condo IIB5"); and
8. The 20 unit "Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIIA Condominium", according to that certain Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIIA, A Condominium, as recorded in Official Record Book 3951, Pages 883 through 882, in the Public Records of Orange County, Florida on January 18, 1988 (hereinafter "Condo IIIA"); and
9. The 24 unit "Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIIB Condominium", according to that certain Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIIB, A Condominium, as recorded in Official Record Book 3951, Pages 888 through 911, in the Public Records of Orange County, Florida on January 18, 1988 (hereinafter "Condo IIIB"); and
10. The 28 unit "Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIIC Condominium", according to that certain Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIIC, A Condominium, as recorded in Official Record Book 3958, Pages 4898 through 4923, in the Public Records of Orange County, Florida on February 19, 1988 (hereinafter "Condo IIIC"); and
11. The 24 unit "Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIID Condominium", according to that certain Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIID, A Condominium, as recorded in Official Record Book 3958, Pages 4924 through 4949, in the Public Records of Orange County, Florida on February 19, 1988 (hereinafter "Condo IIID"); and

WHEREAS, in order to insure that all of the eleven (11) separate and independent condominium regimes were operated as one consolidated community, all of said condominiums were placed under the jurisdiction and control of the Clarcona Resort Condominium Association, Inc., f/k/a Jellystone Park Condominium Association, Inc., (hereinafter "Association"), a not for profit Florida corporation; and

WHEREAS, even though Sun Resorts legally created all eleven (11) of the above described condominium regimes, it has not developed each and every of them. In fact, as of the date of this document, the status of each of the said condominium regimes is as follows:

Condominium Name	No. of Units	Developed (Yes or No)
I	533	Yes
IIA	188	Yes
IIB1	24	Yes
IIB2	27	Yes
IIB3	27	No
IIB4	20	No
IIB5	31	No
IIIA	20	No
IIIB	24	No
IIIC	28	No
IIID	24	No
	946	

WHEREAS, a dispute has arisen between the Association and Sun Resorts concerning the payment of assessments by Sun Resorts;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made by the parties hereto, it is agreed as follows:

1. Incorporation of Recitals.

The parties hereto agree to the truth of the recitals set forth above and to their incorporation herein by reference.

2. Amendment to the Declaration of Condo IIB-4.

The parties agree that Sun Resorts, as the Developer of Condo IIB4, will execute an amendment to Section 4.4 of the Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB4, A Condominium, as recorded in Official Record Book 3958, Pages 4848 through 4871, in the Public Records of Orange County, Florida, pursuant to Section 18.1 of said Declaration. This amendment will be prepared by the Association's legal counsel and will add the following right of ways, subject to any easements of record, as part of the common elements of Condo IIB4:

- A. Possum Pass (20' RW), Gator Lane (20' RW), Moose Pass (15' RW), as shown on Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB-3, a Condominium, as recorded in Condominium Exhibit Book 15, Pages 67-68, Public Records of Orange County, Florida, a copy of which is attached hereto and incorporated herein as Exhibit "1";

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- B. Polecat Pass (20' R/W), Gator Lane (20' R/W), Moose Pass (15' R/W), as shown on Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB-4, a Condominium, as recorded in Condominium Exhibit Book 15, Pages 69-70, Public Records of Orange County, Florida, a copy of which is attached and incorporated herein as Exhibit "2";
- C. Polecat Pass (20' R/W), Gator Lane (15' R/W), Raccoon Pass (15' R/W), as shown on Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB-5, a Condominium, as recorded in Condominium Exhibit Book 15, Pages 71-72, Public Records of Orange County, Florida, a copy of which is attached and incorporated herein as Exhibit "3;" and
- D. Tract A as shown on Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIIA, a Condominium, as recorded in Condominium Exhibit Book 15, Pages 54-55, Public Records of Orange County, Florida, a copy of which is attached and incorporated herein as Exhibit "4."

The Association and Sun Resorts shall share equally in the cost of recording the above referenced amendment.

3. Amendment to the Declaration for Condo IIIC

The parties agree that Sun Resorts, as the Developer of Condo IIIC, will execute an amendment to Section 4.4 of the Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIIC, A Condominium, as recorded in Official Record Book 3958, Pages 4898 through 4923, in the Public Records of Orange County, Florida, pursuant to Section 18.1 of said Declaration. This amendment will be prepared by the Association's legal counsel and will add the following Tracts, subject to any easements of record, as part of the common elements of Condo IIIC:

- A. Tract 10 (front entranceway including the front gate and guard house), as shown on Exhibit "A" of the Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), A Condominium, as recorded in Official Record Book 3347, Pages 2482 through 2581, Public Records of Orange County, Florida; and
- B. Tract 14 (miniature golf course), as shown on Exhibit "A" of the Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), A Condominium, as recorded in Official Record Book 3347, Pages 2482 through 2581, Public Records of Orange County, Florida, subject to the condition that Sun Resorts will retain its right to charge its rental or tent customers a fee for the use of the miniature golf course.

A copy of Exhibit "A" to the Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), A Condominium, as recorded in Official Record Book 3347, Pages 2482 through 2581, Public Records of Orange County, Florida is attached hereto and incorporated herein as Exhibit "5." Association and Sun Resorts shall share equally in the cost of recording the above referenced amendment.

4. Termination of Undeveloped Condominiums

It is understood and agreed that Sun Resorts' will terminate undeveloped Condominiums known as IIB3, IIB4, and IIB5 (hereinafter "North Block") upon the approval of the bankruptcy court and allow such land to be utilized for any and all purposes permitted by governmental regulation and private deed restriction (if any) as the same may be amended from time to time.

Upon the termination by Sun Resorts of all or part of the above-listed undeveloped Condominiums, Sun Resorts will cease to retain any unit member votes associated with the terminated Condominiums.

5. Transfer of Certain Property from Association to Sun Resorts.

As a material part of this settlement, Association will transfer the Association Office Building, located on Tract 3T (less the north 81 feet) as shown on Exhibit "A" of the Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), A Condominium, as recorded in Official Record Book 3347, Pages 2482 through 2581, Public Records of Orange County, Florida, to Sun Resorts upon Sun Resorts' conveyance of its own Office Building:

Such transfer shall be by way of Bill of Sale, prepared by the Association's legal counsel, with a warranty that the Association owns it, but "as-is" to its condition.

6. Transfer of Certain Property from Sun Resorts to Association.

As a material part of this settlement, Sun Resorts will provide the Association with a warranty deed in lieu of foreclosure to the units, and their appurtenances, in Condo IIIB, IIIC, and IIID (hereinafter "South Block"). Sun Resorts will also transfer the following personal property to the Association:

- A. The guard house building, located on Tract 10 as shown on Exhibit "A" of the Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), A Condominium, as recorded in Official Record Book 3347, Pages 2482 through 2581, Public Records of Orange County, Florida;
- B. The front gate, located on Tract 10 as shown on Exhibit "A" of the Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), A Condominium, as recorded in Official Record Book 3347, Pages 2482 through 2581, Public Records of Orange County, Florida;
- C. The underground service lines, water wells, and pumps servicing all of the eleven condominiums, with the exception of those underground service lines that only serve the North Block (more specifically Sun Resorts' maintenance yards), which will be disconnected by the Association when the North Block is sold or developed;
- D. Sun Resorts Office Building (no land to be exchanged), which is located on the Commons as shown on Exhibit "A" of the Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), A Condominium, as recorded in

Official Record Book 3347, Pages 2482 through 2581, Public Records of Orange County, Florida.

Such transfer shall be by way of Bill of Sale, prepared by the Association's legal counsel, with a warranty that Sun Resorts owns it, but "as-is" to the condition of the guard house, front gate, and service lines.

Sun Resorts agrees to execute any and all documents necessary to transfer the ownership of all water and sewer pipes, conduits, connections, mains, valves, or any other materials, supplies or equipment existing for the purpose of providing water and sewer services to the Condominium Properties.

Sun Resorts agrees to seek and obtain a partial release/satisfaction of mortgage from Andrea Holcomb for the South Block and all of the property conveyed to the Association in this Paragraph.

The Association and Sun Resorts shall share equally in the cost of recording the above referenced documents, if such recording is necessary.

7. Easement for Ingress and Egress.

The Association agrees to grant Sun Resorts an easement for ingress and egress to the North Block over the northern entrance way located on the real property now known as Tract 10 of Condo I. If Sun Resorts sells the North Block, then Sun Resorts may assign this easement to the new owner of the North Block only if the new owner agrees to erects a six foot chainlink fence along the southern boundary of the North Block within two (2) years after the new owner obtains title to the North Block. This fence need not be erected if Sun Resorts, its successors or assigns, or the new owner erect the six (6) foot brick or block wall described in Paragraph 8 within two (2) years from the date the new owner obtains title to the North Block.

8. Restrictions on Use of Property & Required Buffers.

There are no use restrictions hereby imposed on the Association or on Sun Resorts relating to the use of the properties that are being transferred, one to the other, as a result of this Agreement.

However, due to the termination of the undeveloped condominiums in the North Block, Sun Resorts agrees that within seven (7) years from the date the bankruptcy court approves this Agreement, it will erect a natural (six foot bushes) buffer on Sun Resorts' property between Honeycomb Road and the North Block.

In addition to any other buffering requirements imposed by any governmental agency, and unless such condition is waived or amended in writing by the Association, when, and if, Sun Resorts, or its successors or assigns, develops any portion of the North Block, Sun Resorts, or its successors or assigns must construct a solid buffering wall (e.g. brick, concrete block) of at least six (6) feet in height between the undeveloped and developed portions of the North Block.

If the entire North Block is developed, then Sun Resorts, or its successors or assigns, must construct a solid buffering wall (e.g. brick, concrete block) of at least six (6) feet in height along the complete boundary lines between the North Block and any portion of Condo I, IIB1, and IIB2.

In addition to any other buffering requirements imposed by any governmental agency, and unless such condition is waived or amended in writing by the Association, when, and if, Sun Resorts, or its successors or assigns, develops Tract B as shown on Condominium Exhibit Book 15, Pages 54-55, in the Public Records of Orange County, Florida (a copy of which is attached hereto and incorporated herein as Exhibit "4"), Sun Resorts, or its successors or assigns must construct a solid buffering wall (e.g. brick, concrete block) of at least six (6) feet in height along the complete boundary lines between Tract B and Condo IIB, Tract A of Condo IIA, Boo Boo Boulevard, and Unit 1058 of Condo IIA.

9. Cancellation of Rights of Sun Resorts.

With the exclusive exception of the undeveloped condominium regime known as IIIA, Sun Resorts hereby cancels the following rights and powers conferred upon it relating to the use, operation and control of the Condominium Property:

- A. The right to grant to any party or entity, who is not a unit owner, guest or invitee of a unit owner, the right to use easements or rights-of-way over, across, and through any Condominium Properties;
- B. The right to give day passes to non-unit owners, except Sun Resorts still retains the right to give day passes to club members (i.e. Adventure Outdoor Resorts, Coast to Coast, and Resort Park International);
- C. The rights to veto any acts of the Association, including but not limited to the right to require prior consent to the amendments of certain provisions as may from time to time be made to the Declaration or other governing documents, except those rights possessed by any other unit owner;
- D. The right to supervise or manage any and all access or departure through the Front Gate, except those rights possessed by any other unit owner, including Sun Resorts, and any guests of any unit owners and Sun Resorts;
- E. The right to alter the size, appearance, boundary and location of any portion of the Condominium Property, except any right that Sun Resorts has as a unit owner and any right associated with the development of Condo IIIA ;
- F. The right to install, manage, or maintain or retain ownership rights over utility lines, services, or other improvements associated with the utilities located on the Condominium Properties;
- G. Any and all rights to be part of or attempt influence over any Association decisions except in the same capacity as any other unit owner within the Condominium;
- H. The right to offer time-share units, except in undeveloped Condo IIIA;

- I. The right to modify or alter the design or arrangement, the boundaries, or the number of units located anywhere on the Condominium Properties, except undeveloped Condo IIIA and the North Block;
- J. Any and all rights to enforce any provision of any of the Condominium Declarations, the Bylaws, the Articles of Incorporation, and Rules and Regulations of the Condominiums, except as any other unit owner;
- K. Any right, real or imagined, to exempt itself from any assessments should it continue to hold ownership of any developed or undeveloped units;
- L. The right to vote for the undeveloped units, except the right to vote the undeveloped units in Condo IIIA pursuant to Paragraph 10 of this Agreement;

10. **Sun Resorts Rights to Undeveloped Condominium IIIA**

Sun Resorts intends to develop the Condominium known as IIIA, which consists of 20 units. In consideration for the transfer of the real and personal property in Paragraph Six (6) of this Agreement, the Association deems prepaid any and all condominium assessments for all of the undeveloped units in Condo IIIA that will become due and owing during the five (5) years after the bankruptcy court approves this Settlement Agreement, or until the units are developed, whichever occurs first. After five (5) years or when Condo IIIA is developed, whichever occurs first, Sun Resorts will pay all assessments imposed by the Board of Directors.

Sun Resorts agrees to waive its right to vote as the owner of the 20 units in Condo IIIA for five (5) years after the bankruptcy court approves this Settlement Agreement or until Condo IIIA is developed, whichever occurs first. Sun Resorts agrees to allow the Association to assign its 20 Condo IIIA votes to another unit owner upon a resolution approved by a majority of the members of the Association's Board of Directors, with the exception that no votes will be assigned for the purposes of electing members of the Board of Directors.

Within five (5) years from the date the bankruptcy court approves this Settlement Agreement, Sun Resorts agrees to connect Condominium IIIA to the Association's water, sewer, and utility services or Sun Resorts will terminate Condominium IIIA.

11. **Electricity, Water, Sewer, and Garbage Services.**

Sun Resorts will continue to pay any electrical bills for the Trading Post, the Real Estate Office, and the Sun Resorts manager/owner's residence. The Association, at its option, will install or caused to be installed a separate meter and separate service line to provide electricity to the Trading Post.

On the fifth (5th) of each month, Sun Resorts will pay the Association 2.5 times the amount it costs to provide those services to one condominium unit per month for all of the water, sewer and garbage services for the Trading Post and the Sun Resorts manager/owner's residence consumed in one month. This charge will end when Sun Resorts sells a majority of its assets and/or stock.

12. Propane Tank.

The Association shall continue to grant to Sun Resorts the exclusive right to use the propane tank which is located on Association owned property until such time as the propane tank is required by law to be moved to another location.

13. Maintenance Buildings/Area.

The Association agrees that it shall continue to allow Sun Resorts to have a nonexclusive right to use a designated portion of the maintenance buildings/area, which are/is owned by the Association, at no cost. This no cost rent will end when Sun Resorts sells a majority of its assets and/or stock. The parties shall continue to cooperate with one another by sharing maintenance vehicles and tools when specific permission for use, by the Association's designated manager and Sun Resorts' designated manager, is granted by one party (owner of vehicles or tools) to the other (party desiring to borrow vehicle or tools).

14. Golf Driving Range.

Sun Resorts agrees that it will allow the Association to use the North Block as a golf driving range subject to whatever reasonable conditions shall be required by Sun Resorts until the subject property is sold or developed by Sun Resorts. The Association will maintain the golf driving range until it is sold or developed, and as long as the Association is allowed to use it.

15. Recreation Hall.

Except in the case of private functions, all activities held at the recreation hall shall be open to attendance by all Sun Resorts and Association members, renters, invitees, and guests subject only to the payment of any participation fees which may be required of all attendees. The Association shall have the exclusive right to set reasonable rules regarding use and shall make all maintenance decisions.

16. Tent Area.

All persons renting or occupying a site within the Tent Area shall be allowed to use The Commons and Association facilities in the same manner as any other member, renter, invitee or guest of any Unit Owner. Tent Area occupants shall be required to adhere to all rules and regulations of the Association.

On the fifth (5th) of each month, Sun Resorts shall be required to pay to the Association 1/365 of the annual monthly maintenance fee for the lowest condominium unit in all of the Clarcona Condominiums (currently \$2.50 per day) for each day a site is occupied within the Tent Area.

17. Entrway Property, Guard Gate, and Guard House.

After Sun Resorts conveys this property to the Association pursuant to Paragraph 4 of this Agreement, the Association will be responsible for the repair, maintenance, replacement and repaving costs of the entryway, front gate, and guard house. The Association will also be responsible for any operating costs for this property. The Association will continue to allow the RV Bypass to be used by Sun Resorts for short-term RV parking while the guests are registering with the campground.

18. Miniature Golf Course.

After Sun Resorts transfers the miniature golf course to the Association pursuant to Paragraph 4 of this Agreement, the Association will repair, replace and maintain the course area and property. The Association agrees to allow Sun Resorts to supply and maintain the golf clubs, golf balls, and score sheets as it wishes. The parties agree that only the guests of Sun Resorts' camping will pay for the use of the miniature golf course at a rate decided by Sun Resorts. Sun Resorts agrees that the Association will have the right to establish reasonable rules and regulations relating to access and use of the miniature golf course. The Association agrees to allow Sun Resorts and its guests to use the miniature golf course until such time the Association decides to use the property for another purpose.

19. Air Pump.

The parties agree that Sun Resorts will continue to own Tract C upon which the Air Pump is located and that the Association will maintain Tract C and the Air Pump. The Air Pump may be used by all Association members and guests at no charge. The Association will pay the cost of the Air Pump and will maintain it as long as Sun Resorts does not impose a fee or charge for the use of the Air Pump.

20. 15 Year Agreement.

Upon the bankruptcy court's approval of this Settlement Agreement, the 15 Year Agreement shall no longer be valid or enforceable.

21. Real Property Taxes.

After the confirmation of the Chapter 11 plan of reorganization, the Association agrees to pay all of the delinquent real property taxes on the South Block. Sun Resorts agrees to reimburse the Association for forty percent (40%) percent of the delinquent real property taxes, plus 6.5% interest, on the South Block via a ten year payment plan with equal monthly installments (due on the fifteenth (15th) of each month, with a five (5) day grace period) in an amount to be determined, which monthly payments will commence thirty days after the Association pays all of the delinquent real property taxes on the South Block.

As collateral for this promise of reimbursement, Sun Resorts grants the Association a security interest and lien in Tract 3T (less the north 81 feet) as shown on Exhibit "A" to the Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), A Condominium, as recorded in Official Record Book 3347, Pages 2482 through 2581, Public Records of Orange County, Florida.

If Sun Resorts fails to make its monthly payment within thirty days of its due date, the Association has a right to initiate legal proceedings, including foreclosure proceedings, to collect the delinquent amounts due to the Association pursuant to this Paragraph. The Association's lien will also secure the payment of any reasonable attorneys' fees and costs of collecting the delinquent amount. The prevailing party will be entitled to recover reasonable attorneys fees and any costs incurred due to enforcing the terms of this paragraph.

The Association's legal counsel will prepare all documents necessary for this Paragraph.

22. General Releases and Voluntary Dismissals:

Upon the approval of this Agreement by the bankruptcy court, the Association, Sun Resorts, and the Trading Post shall execute joint and mutual releases, releasing each other from all manner of, known or unknown, claims, demands, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, liens and all, and any and every nature of, actions or causes of action, in law or in equity, including, but not limited to, any attorneys' fees and costs existing to the date of the release, except for those claims, if any, arising from unpaid assessments on developed Units.

Upon the approval of this Agreement by the bankruptcy court, the Association agrees to voluntarily dismiss its complaint in Case No. 04-CA-1964 in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida and to execute and record a satisfaction of lien for all liens filed against Sun Resorts for delinquent condominium assessments on the undeveloped units.

Upon the approval of this Agreement by the bankruptcy court, Sun Resorts agrees to voluntarily dismiss its Counterclaim in Case No. 04-CA-1964 in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

23. General Agreements:

Both parties agree that neither shall interfere with any right granted to the other party by the provisions herein, by Florida Statutes, by the Declarations of Condominium, or by the Articles of Incorporation or the Bylaws of the Association.

Neither party shall interfere with the business activities of the other as long as such business activities are conducted in accordance with all relevant condominium documents, rules, and Florida Statutes.

The Association also agrees to consent to any Management Agreement between Sun Resorts and the Trading Post that may be proposed to the bankruptcy court.

24. Recording of Agreement:

This Agreement shall be recorded in the Public Records of Orange County, Florida with the Association and Sun Resorts each paying one-half (1/2) of the recording costs.

25. Attorney's Fees.

The prevailing party in any litigation, arbitration or mediation relating to this Contract, including, but not limited to the breach, enforcement or interpretation hereof, shall be entitled to recover its reasonable attorney's fees from the other party for all matters, including, but not limited to, all appeals.

26. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by both parties. Two-thirds of the Board of Directors for the Association must approve of the modification for it to be binding upon the Association and such approval must be reflected in the Board meeting minutes.

27. Definitions of Terms.

Any terms used in this Agreement and in the Exhibits attached hereto shall have the meaning stated in the Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), A Condominium, as recorded in Official Record Book 3347, Pages 2482 through 2581, Public Records of Orange County, Florida, which definitions are attached hereto as Exhibit "6."

28. Effective Date.

This Agreement is effective upon integration of this Agreement into Sun Resorts' Plan of Reorganization and the approval of the bankruptcy court in Case No. 6:05-bk-17633-KSJ. Within thirty (30) days after the effective date of this Agreement, Sun Resorts will terminate its condominium and the parties will execute all documents necessary to effectuate the property transfers as provided herein.


The benefits and obligations stated herein shall bind the respective parties and their successors, assigns and members.

Signatures begin on next page.


IN WITNESS WHEREOF, the foregoing has been executed as of the date set forth above.

Signed and sealed in the presence of:

WITNESSES:

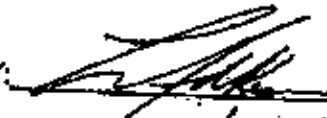


Print Name: Jason A. Rosenthal

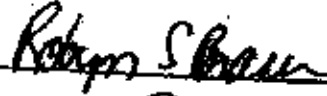


Print Name: Edward A. Strong


SUN RESORTS, INC. ("Sun Resorts")

BY: 

Print Name: Lee McKisick
Title: PRESIDENT
Address: 3000 CLARCONA RD #99
APOLKA, FL 32703




Print Name: Robyn S. Braun



Print Name: GERALD J. PIERCE

CLARCONA RESORT CONDOMINIUM ASSOCIATION, INC. ("Association")

BY: 

Print Name: Daniel R. Siebers
Title: PRESIDENT
Address: 3000 CLARCONA RD
SUITE 201
APOLKA, FLORIDA 32703

ATTEST:


Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me this 12th day of October, 2006 by Lee Atkins Jr., as President of SUN RESORTS, INC., who is personally known to me or who has produced the following as identification FL DL #A222-932-65-245-0



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: _____
Commission No.: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me this 9th day of August, 2006 by Daniel R. Sievers + Vince De Felici, as President + Vice President of CLARCONA RESORT CONDOMINIUM ASSOCIATION, INC., who is personally known to me or who has produced the following as identification Drivers license



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Tonya R Westwood
Commission No.: 003 345288
My Commission Expires: 8/9/08

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6-2-2008