

Florida	Paid	THOMAS H. LOCKER,
Rec Fee \$	<u>17.00</u>	Orange County
Doc Tax \$	<u>-</u>	Comptroller
Int Tax \$	<u>-</u>	By <u>RSK</u>
Total \$	<u>17.00</u>	Deputy Clerk

2516113 ORANGE CO. FL.  
09:44:00AM 05/06/86

OR3782 PG0035

SECOND AMENDMENT

THIS SECOND AMENDMENT to the Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), a Condominium, is made this 2nd day of May, 1986 by Sun Resorts, Inc., a Florida corporation, its successors and assigns, herein called the "Developer", and Jellystone Park Condominium Association, Inc., a Florida not for profit corporation, herein called "Association".

WITNESSETH:

WHEREAS, Developer submitted certain land located in Apopka, Orange County, Florida to the condominium form of ownership by filing that certain Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), a Condominium, as recorded in Official Records Book 3347, Pages 2482 through 2581, as amended by First Amendment to Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), a Condominium, as recorded in Official Records Book 1251 through 1254, all in the Public Records of Orange County, Florida, herein "Declaration", and

WHEREAS, the Board of Directors of the Association have recommended that the Declaration be amended to delete certain rules and regulations regarding use and occupancy of the Camp-Resort so that such rules and regulations will henceforth be only a part of the By-Laws of the Association and, as such, be subject only to the Amendment procedures contained in the By-Laws, and

WHEREAS, the Declaration states that any amendment thereto may be made effective upon the written approval of 3/4 of the Unit Owners in the Condominium, evidence of which is recorded in the Public Records of Orange County, Florida, and

WHEREAS, this recommendation has received the written approval of the required 3/4 of all Unit Owners.

NOW, THEREFORE, the Developer and the Association have caused this instrument to be executed and certify by their signatures below that the following amendment has received the written approval of 3/4 of the Unit Owners in the Condominium.

The Declaration is hereby amended by deleting Paragraph 12 in its entirety and replacing it with the following New Paragraph 12:

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 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. 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.

PREPARED BY AND RETURN TO:  
PAMELA M. ROBB, ESQ.  
MATTHIAS, DeLANCETT, MORSE & ROBB  
P. O. BOX 431  
ORLANDO, FL 32802

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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 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 of Incorporation and By-Laws.

12.7 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.

12.8 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.

In Witness Whereof, the parties have executed the foregoing as of the day and year first above written.

OR 3782 PG0037

Signed, sealed and delivered in the presence of:

Shirley M. Sims  
Panel 2 LLC

SUN RESORTS, INC.

BY: Monte Ertel Pres  
Monte Ertel, President

ATTEST: Monte Ertel Sec  
Monte Ertel, Secretary

(CORPORATE SEAL)

JELLYSTONE PARK CONDOMINIUM ASSOCIATION, INC.

BY: Monte Ertel Pres  
Monte Ertel, President

ATTEST: Monte Ertel Sec  
Monte Ertel, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24 day of APRIL, 1986 by MONTE ERTEL, as President and Secretary respectively of Sun Resorts, Inc., a Florida corporation, on behalf of the corporation.

Shirley M. Sims  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires July 4, 1986  
Bonded Thru Troy Fain - Insurance, Inc.

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24 day of APRIL, 1986 by MONTE ERTEL, as President and Secretary respectively of Jellystone Park Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation.

Shirley M. Sims  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires July 4, 1986  
Bonded Thru Troy Fain - Insurance, Inc.

The undersigned, being the holder of a mortgage encumbering the real property submitted hereby to the condominium form of ownership, does hereby consent to the filing of the foregoing Second Amendment to the Declaration of Condominium of Yogi Bear's Jellystone Park Camp-Resort (Apopka), a Condominium.

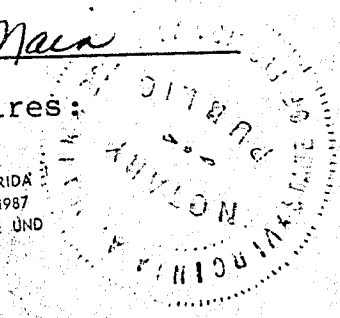
Robert C. Matthias, Trustee  
Robert C. Matthias, Trustee

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of May, 1986 by ROBERT C. MATTHIAS, Trustee.

Virginia A. Main  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP NOV 1 1987  
BONDED THRU GEN INSURANCE UND



RECORDED & RECORD VERIFIED  
Thomas H. Loker  
County Comptroller, Orange Co., FL

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