Florida Paid THOMAS H. LOCKER,

Rec Fee \$ 49.00 Orange County

Comptroller By HOL NOTICE OF AMENDMENT

Total \$ 49.00 Deputy Clerk TO THE BYLAWS OF

JELLYSTONE PARK CONDOMINIUM ASSOCIATION, INC.

THIS NOTICE OF AMENDMENT to the Bylaws of Jellystone Park

Condominium Association, Inc. is given pursuant to Florida Statute

718.112(1)(b) which requires that all amendments to the Bylaws

shall be recorded in the Public Records in the County where the

land lies.

25663140RANGE CO. FL.
02:31:00PM 07/25/86

WITNESSETH

OR3807 PG4582

WHEREAS, Jellystone Park Condominium Association, Inc., hereinafter "Association", operates the following condominiums:

- 1. Yogi Bear's Jellystone Park Camp-Resort, (Apopka) a Condominium, as recorded in Official Records Book 3347, Pages 2482 through 2481, 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 3364, Page 1251 through 1254, and
- Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIA, a
   Condominium, as recorded in Official Records Book 3689, Pages
   through 2456, and

WHEREAS, the Association held a special members meeting on June 4, 1986 to consider certain amendments to Article XVI entitled "Rules and Regulations" of the Bylaws for the Association, and

WHEREAS, the Association voted to amend Article XVI of said Bylaws of the Association, and

WHEREAS, the Association wishes to give public notice of the Amendment to the Bylaws.

NOW, THEREFORE, the Association certifies through the signatures below of its corporate officers that the following is a true and correct copy of the amendment to bylaws of the Associaton as approved at the special members meeting on June 4, 1986:

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

The Bylaws of Jellystone Park Condominium Association, Inc. are amended by deleting existing Article XVI entitled "Rules And Regulations" and replacing it with the following new Article XVI:

## 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 provisons 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 condominium parcels or Units shall be reserved and restricted for recreation campsites and camping vehicles, including within such category, modern travel trailers, "park trailers" (park model trailers), motor homes and other similar types of camping trailers. 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 forty (40) feet or wider than is permitted under Orange County Zoning Regulations, or applicable Florida Statutes;
  - (2) Mobile Homes;
- (3) Converted buses, tent type folding trailers, pickup campers, and folding tents (without the prior consent of the Manager); or
  - (4) Any structures 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, hedges over 36" tall used to define the perimeter of a unit, and radio and TV antennas, including satellite dish type, on the Units, without approval by the Architectural and Environmental Review Board. Only one 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 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 approved, the applicant shall be entitld to proceed with the applied for storage structures or improvements.

(b) No animals or fowl shall be kept or maintained on the Units 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 animals must be kept on a leash not more than six (6) feet long. Pet owners are responsible for cleaning up all their pet droppings anywhere in the camp resort including the pet owners 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 the swimming pool area, with the exception of seeing eye dogs. All animals must have current proof of rabies pens.

- (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 either hookups to a central sanitary sewer system or to a septic tank.
- (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 personal items, no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. If a request from the Architectural and Environmental Review Board to remove same is ignored by the Unit owner or owner's tenant, the Association shall have the right to remove same and assess the owner or owner's tenant for the cost thereof. All debris and garbage must be placed in containers or bags approved by the Association. The Architectural and Environmental Review Board or its designated representative shall be the deciding factors of what a nuisance is.
- (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. Definition of what constitutes commercial activity shall be the responsibility of the Manager.

- (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 billed separately to individual Unit owners. The Association shall also pay all real property taxes on the Common Elements and on The The collection of these sums shall be provided for in an adequate manner to assure the necessary maintenance. 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 other than screw jacks must be skirted within six (6) months from the day the vehicle is in place. All skirting must be approved by the Architectural and Environmental Review Board.
- (i) No major vehicle repairs or other unsightly or dangerous projects are permitted on any Unit.
- (j) 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.

- (k) No person shall use the Common Elements or any part hereof 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.
- (1) 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 and "check out" when departing for any length of time at the security station. No unregistered guest shall be admitted from 10:00 P.M. til 6:00 A.M., unless previously arranged by Unit owner or tenant with the security gate attendant.
- (m) The speed limit on all roads within the Camp Resort shall not exceed 10 mph or the speed limit as posted. Reckless or careless driving will not be permitted. No unlicensed driver shall drive a motor vehicle within the Camp Resort. Any unlicensed 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.
- (n) 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.
- (o) Recreational vehicles may be parked only in areas approved for such use.
- (p) Radios, televisions, stereos, etc., are to be kept at a volume which will not disturb others.

- (q) Fires are allowed only in approved fireplaces or barbecues or other authorized areas. Fire building may be prohibited at any time when it may present a fire hazard.
- (r) No weapons of any kind shall be allowed within the Camp Resort.
- (s) Cutting, defacing, or destruction of live wood or plants is not permitted unless approved by the Architectural and Environmental Review Board.
- 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 in one calendar year, nor may they reside in the Camp Resort for any period while they are attending school, without the prior written approval of the Association.
- (u) 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.
- (v) No outside appliances are permitted (including but not limited to freezers, refrigerators and the like).
- (w) Only the one permitted recreational vehicle can be stored on a Unit. Only two licensed automobiles used for primary transportation may be parked on the Unit at any given time. Boats and utility trailers may not be stored on any Unit.
- (x) The use of alcoholic beverages must be confined to Condominium Units.

- (y) There shall be no wooden platforms allowed on Condominium Units, unless approved by the Architectural and Environmental Review Board.
- (z) No electric space heaters or electric water heaters are permitted, except on individually metered sites.
- (aa) Only umbrella type or temporary R.V. bumper-mount clotheslines approved by the Architectural and Environmental Review Board are permitted.
- (bb) This entire Secton 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, 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 convenants 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 attorney's 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.
- (cc) 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.

(dd) 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 "for 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. 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.

(ee) 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 so long as said Agreement remains in effect.

Any interpretation of the above rules shall be the responsiblity of the Architectural and Environmental Review Board and the designated Committee member.

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.

IN WITNESS WHEREOF, the parties have executed the foregoing this day of July, 1986. OR3807 PG4592

Signed, sealed and delivered

in the presence of:

SUN RESORTS, INC.

, Secretary Monte Ertel,

(CORPORATE: SEAL)

JELLYSTONE PARK CONDOMINIUM ASSOCIATION, INC.

BY:

Attest:

(CORPORATE SEAL)

State of Florida County of Orange

The foregoing instrument was acknowleged before me this 20 day of July, 1986 by Monte Ertel, President of Sun Resorts, Inc. a Florida corporation, on behalf of the corporation.

My Commission Expires:

MY COMMISSION EXP. OCT 17,1985 BONDED THRU GENERAL INS. UND.

State of Florida County of Orange

The foregoing instrument was acknowledged before me this day of July, 1986 by Monte Ertel, President of Jellystone Park Condominium Association, Inc., a Florida corporation, on behalf of the corporation.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. OCT 17,1988 BONDED THRU GENERAL INS. UND.

OR3807 PG4598