

8. SITE OWNER SPECIFIC

The purpose of this section is to address the infrequent instances when a policy/rule applies only to site owners, their families and guests. These rules have been adopted by the Park Board, and as with all other rules, are in effect year-round. Always check posting in lodge and the site owner / seasonal website for the latest Park information and rule/policy changes.

8.1 Site owner **dues are invoiced annually** for the calendar year (i.e.: January 1st through December 31st)

8.2 Site owners will receive **dues information and billing coupons** in the Fall. Make sure to read the dues letter in its entirety as it will contain important information regarding rates, any special programs (e.g.: Yogi Gold Card) and policy changes.

8.3 There are regularly four dues payment plans. On occasion, with notice, the Park may offer a one-time special payment plan:

- **Pay in full by January 31st.** As an added incentive you will receive a "**Rewards Gold Card**". This card will give you 10% off all regular price Park purchases (excludes amenity wristbands, alcohol, mini golf, pump-outs, tobacco products, propane, firewood, Pic-a-Nic Basket (Ranger Kitchen) and sale items). Only your immediate family may use this card. This card must be shown at the time of purchase to receive the discount. Many people pay annually for tax advantages, but it also helps the Park. It allows us to make more improvements at the beginning of the season instead of a little each month during the season. There will be an **administrative charge for payment by credit**

card based on the amount charged. All of your past bills (dues, assessments, fines, interest, attorney fees, etc.) must be paid to be eligible as a Gold Card holder (i.e. you can't just pay the current year's dues).

- **Pay in full before June 1st.** As an incentive you will receive a "**Rewards Silver Card**" This card will give you 5% off all regular price Park purchases (store items, propane, firewood, golf, pump-outs) except alcohol and tobacco products and sale items. We must receive minimum Quarterly or Monthly payments on time, additional payments can be made at any time such that you are paid in full by June 1st. There will be an **administrative charge for payment by credit card** based on the amount charged.

- **Pay dues quarterly.** Quarterly payments are due at the beginning of each quarter as follows:
 - 1st Quarter due January 1st
 - 2nd Quarter due April 1st
 - 3rd Quarter due July 1st
 - 4th Quarter due October 1st

There is no bookkeeping charge for paying quarterly, however interest, at 12% per annum, as stated in the Condominium Declaration, will be charged on late payments. There will be an administrative charge for payment by credit card based on the amount charged.

- **Pay dues monthly.** An additional \$2 per month will be charged to cover increased bookkeeping costs. Monthly payments are due the first of each month. Interest, at 12% per annum, as stated in the Condominium Declaration will be charged on late payments. There will be an **administrative charge for payment by credit card** based on the amount charged.

8.4 Please use the coupons specific to the payment plan you choose. Be certain that your lot number is on your check. Payments must be made by check or money order (**cash will not be accepted**). There is an administrative handling charge for credit card payments based on the amount charged. Please note any address or phone number changes on your payment coupon.

8.5 Special Assessments, fines and other charges (interest on overdue balances, credit bureau cost, outside collection agency cost, attorney fees) are **due within 30 days**, unless a special payment plan is offered.

8.6 An **administrative / late fee** will be added for all **payments not received on time**. Late payments are considered to be payments received in our office 10 or more days after the due date. Specifically, if your payment is received on the 10th of the month or later, you will be charged an administrative / late fee.

8.7 The Park collection policy is specified in Number 7, Section B, Article V (page 14), of the Declaration of Condominium states, "If a Unit Owner is in default in the payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amounts due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorney's fees to be fixed by the court". It provides that "the amount of any delinquent or unpaid charges or assessments and interest, costs and fees as above provided shall

become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by any action brought in the names of the Board as in the case of foreclosure of liens against real estate". Lastly, it allows that "Any assessment not paid within thirty (30) days after due date shall bear interest from the due date at the rate of twelve percent (12%) per annum". (**Please note that assessments, fines or other charges owed the association are included in the above.**)

8.8 Accounts over 30 days old may be reported to all **Credit Bureaus**. Delinquent payment history will remain in the bureau, even after the account is brought current. All approved payment plans must be in writing and signed by the Park Manager.

8.9 If an attorney is used for collection of delinquent accounts **there will be a charge** for collection letters (past due reminders/statements) sent to you by our attorney.

8.10 We will **file a lien** on all properties with a balance over \$500 and pursue obtaining judgments to satisfy these liens. **There is a charge** for filing a lien and another charge for filing a lien satisfaction

8.11 There is a charge for sending you a **past due reminder statement by certified/registered mail** (We will do this if you fail to respond to our previous reminder statement(s) or phone calls).

8.12 We will enforce these judgments/liens with wage garnishments, foreclosure or any other legal remedies available to the Park. All associated costs in any action, attorney fees, credit bureau listings, filing fees, mailings, etc., will be assessed back to the Lot Owner, as authorized in the Declaration of Condominium, referred to above.

8.13 You will **not be notified** before we proceed with any the actions stated above.

8.14 Late payment, collection & attorney related fees are charged per Appendix J-Fee Schedule.

8.15 The Park offers a **\$100 Seasonal Referral Rebate Program**. Receive a \$100 rebate for any new seasonal referral. The referral must be identified prior to signing and becoming a new seasonal; the referred party must tell us that you referred them when they first contact us. Persuading people to consider being a seasonal after learning about us from a trade show or other advertising will not count; it must be a true referral. The rebate comes to you as a check, PLEASE DO NOT deduct the rebate from your dues.

8.15 Those that are **behind on their dues or assessments**, and have not made special payment arrangements:

- Will be denied Park services and the use of Park facilities.
- Can automatically be put on the rental program.
- Access to units may be restricted.

8.16 Bylaws were Bylaws were changed to allows the Board to take action against any Unit Owner that is in default of payment of dues, assessments, or other charges or is in repeated violation of the Dec's, Bylaws or Rules & Regulations of the Association. Such actions shall allow the Board to:

- In the case of default of payment, either sue for collection of debt or foreclose under more specific, less costly guidelines;
- Upon default of payment of more than ninety (90) days, disconnect water, sewer, electric or any other utilities of the site;

- Upon default of payment of more than ninety (90) days and 15 days after giving written notice of intention, remove RV, fixtures, or personal property from site;
- Upon an onsite violation of the Dec's, Bylaws, or Rules, enter that part of the property where the violation exists and remove the structure, thing or condition that is non-compliant and can take legal action. All expenses shall be charged to the site owner.
- If the violation continues for thirty (30) days after written notice, issue a fifteen (15) day notice in writing terminating the rights of the site owner to continue as site owner and to continue to occupy, use or control his site. The site must be sold at a judicial sale. The proceeds must first be paid to cover the costs incurred by the Association.
- Upon mailing a notice, the written notices referred to above will be considered served when mailed by regular mail to the last known address of the site owner on the Association records. Further language, that will tell the Board and the legal system (Courts) will know exactly what actions they can and cannot take when a site owner is delinquent with payments or in violation of the Dec's, Bylaws or Association Rules. The language we will be adding to the Condo Dec's is more specific in the actions we can take to resolve collections problems. It is the language that attorneys are now putting into the Condo Dec's they write.

8.17 Site owners must **buy their own picnic tables** (this was not the board's original recommendation but based on the fall 2000 survey where majority of the people felt that lot owners should buy their own picnic tables).

8.18 The Park Board signed a **Management Agreement** with Steve Cline, Park Manager that went into effect January 1, 2003.

8.18 The following **excerpts** are the **heart of the agreement**:

- Whereas, Jellystone Park™ Condominium Association of Fort Atkinson, Inc. (Association) is responsible for maintaining the common area property and providing recreational and other services to the Unit owners of the Association; and
- Whereas, Resort Management of Fort Atkinson, LLC (Manager) as the Declarant, has the authority to conduct businesses such as the store, mini-golf, and food service on portions of the common property of the Association for the use of all unit owners and guests; and
- Whereas, Manager also is in the business of renting campsites to the public on sites owned or leased by Manager; and
- Whereas, many employees perform services for both Manager and the Association and there are many other expenses, which are cumbersome to allocate or separately contract for, the parties have entered into the following agreement:
- **Manager will:**
 - Provide all the services of maintenance and upkeep of the common property.
 - Provide recreational activities and services for the benefit of all unit owners.
 - Provide liability insurance on the common property with the Association named as an additional insured.
 - Be responsible for enforcing the rules of the Association as are defined in the covenants or as are enacted by the Board.
 - Assume all debt owed by Association.

- In the event that the allocated costs of the services rendered on behalf of the Association exceed the agreed upon fee for those services, Manager will provide and pay for the services and there shall not be an additional charge or liability to the Association for any such costs, except as noted below.

▪ **The Association will:**

- Permit Manager to make capital expenditure improvements on the common property, subject to Manager paying for the cost of such improvements. Provide Manager a ground lease when necessary to make such improvements.
- Be responsible for abiding by and enforcing the rules of the Association as are defined in the covenants or as are enacted by the Board.
- Allocated costs that could be charged back to the Association in addition to the fees set forth above include those major unforeseen costs, extra ordinary operating cost or other costs that would cause a hardship on Manager. Some of those costs by way of illustration and not limitation would be legal fees to defend Manager against suit brought against manager by unit owners, changes in regulatory requirements, which necessitate major expenses, e.g. sewer sites, sanitation system, and cost for total Park survey.
- This agreement may be terminated at any time by written notice of one party to the other. The termination will become effective on the December 31 following written notification. In the event that the Association gives notice to Manager, Manager will provide a list of any capital expenditures (with appropriate

documentary support), located on the common property of the Association, which were paid for by Manager and were not part of the charges by Manager to the Association and all debt that was assumed and paid by manager. The Association will, prior to December 31, reimburse Manager for the market value of such capital expenditures and all debt that was assumed and paid or forgiven by Manager. In the event of the failure by the Association to reimburse Manager for the depreciated cost of such capital expenditures and debt that was assumed and paid, the notice of termination shall be considered withdrawn and this agreement shall continue in full force and effect.

This contract is binding upon the successors or assigns of either party.

8.19 Once reported, **Violations** to Section 8, **Site Owners Specific Guidelines** must be corrected. If you fail to make the corrections, the park will make the correction on your behalf by doing the work themselves or hiring a contractor. The Park will correct each issue at a charge of \$50.00 per hour, 30-minute minimum. If additional labor is needed over the 30-minute minimum it will be broken down into 15 minute increments. If a contractor is hired, it is your responsibility to pay the contractors fee.