

## 2010 SEASONAL LOT RENTERS GUIDELINES

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### 1. General

**Term:** One year, or the balance of year ending Oct 15th (anniversary). Camping season April 15<sup>th</sup> to Oct 15<sup>th</sup>, Off-season Oct 16<sup>th</sup> to April 14<sup>th</sup>.

**Off Season:** Regular use of the lot for lodging between October 16<sup>th</sup> and April 14<sup>th</sup> is an extra fee (currently \$200.00 extra per month). Regular use is defined as any RV hooked up to water, sewer or electric during the off-season for more than 8 days per month. NOTE: Winter water is available at The Plaza. Only the main roads between the gate and clubhouse will be plowed of snow. No charge for up to 8 days/mo.

**Renewal:** Automatically renews for one year, when not cancelled by September 15<sup>th</sup> of the current year.

**Payment:** 3% surcharge for credit card transactions, "3 pay option" 30% by Oct 15<sup>th</sup>, 35% by Feb 1<sup>st</sup>, 35% by April 1<sup>st</sup>. Those choosing the 9 Pay Option must complete an application which must be approved by the resort, tenant must pay 30% by October 15<sup>th</sup>, and must meet all payments required. Any special rates or discounts are only available to those renewing accounts which are current at the time of billing, and remain current until the rent is paid in full. Those falling behind are subject to paying the higher Rent, such as Market Rent or Pioneer Rent, and applicable late fees. Lease options exist for existing renters limiting future increases.

**Late Payment:** A late payment charge of \$20.00 will be charged each month payments are late.

**Sublet:** Tenant shall not sublet his lot, or allow any RV unit other than his own to occupy this lot without specific written permission from SLR. Tenant shall not rent his unit to any person, including a family member, who intends to occupy the unit as a residence.

**Second Unit:** Each membership is limited to one RV in use at the resort. \*\* A unit on a seasonal lot fulfills this limit. Your second unit is eligible for the storage program. Members are limited to only one seasonal lot. If acquiring someone else's unit and lot, you have 30 days to vacate one of the lots with the vacant lot returning to SLR inventory. No refunds will apply.

**Hold Over:** Units remaining on a site without renewal payment will incur a \$512.50 per month storage charge. Billings will be applied to the member's maintenance fees for the following month. Pioneers will be invoiced.

**Violation:** Any tenant breaching the terms of their Seasonal Lot Contract or Lease or engaging in any act or making any statement that reasonably causes the resort to take action may be assessed a \$25.00 violation fee. Violation fees will be assessed at management's discretion for each offense or each day an offense is committed. In any season, once tenant has accrued 3 nuisance violations, or a total of \$75.00 in violations, resort may deem the tenant has breached their contract and the agreement may be terminated with no consideration for refund. Guideline items marked with an \*\* require a violation fee. Violation fees are added to the maintenance fees for the following month.

**Lease Option:** A 5-Year lease option exists for tenants who have occupied their lot for one year. See your lease for your prevailing payment/discounts and terms.

**Electric Billing:** Meters will be read at the beginning of the season, and you will be responsible to the accumulated kwh total used, until your trailer is moved off of the site, and we are notified in writing of termination. The charge for electrical power is based on the regular summer rates charged by Mid America Energy, including minimum charges, service fees, energy surcharge and taxes. Periodic billings for electric usage may be made whenever your balance exceeds \$125.00. You will not be charged for the first \$30.00 of use per year, which is included in your regular maintenance fee.

**Camper Numbers:** Any camper unit, which may be removed from its lot for any reason, should have the membership number displayed. 3" numbers should be visible on the driver's side of the unit, at the extreme front of the unit. The mounting height of the numbers is optional.

**Appearance Standards:** Tenant agrees to keep their lot clean, neat and free of clutter. \*\* Camping equipment and recreation supplies shall be left in an enclosed structure when not in use. Upon notice, tenant agrees to correct the appearance of the lot within 7 days. Thereafter, SLR may correct the appearance and bill the member at \$25.00 per hour with a \$25.00 minimum. RV units, which do not meet the minimum standard appearance of all other units, based on condition, upkeep, and overall design, may be rejected for renewal. In most cases, this decision will be announced during the rental year, and replacement will not be required until the Anniversary Date. Units over 25 years old may not qualify for the seasonal lot program.

**Off Season Cleanup:** By November 1<sup>st</sup>, all personal property should be stored in sheds or camping unit. SLR will dispose of all personal effects left outside the unit for winter clean up. (Tables, chairs, screen porches, fire-pits are exempt).

**Modification:** Guidelines may be reasonably modified with the amendments mailed, posted in the newsletter, or listed on the resorts website.

**Sewer Hose:** All sewer hookups should be rigid plastic Sch 40, DWV, or equivalent. \*\* Flexible pipe will not be allowed; however, a length of flexible pipe up to 4' may be used to transition from the unit to the plastic pipe to simplify hook-ups for units that move frequently.

**Electric Power:** All power boxes have been located within reach of your trailers supply cord. We recommend that no extension cords be used. When wiring any accessory buildings or decks, #12 UF wire will be required, and any outlets placed outside of your camper will require GFI Protection. Prior to starting work, an SLR improvement permit is required. \*\* Due to lightning risk or voltage spikes, we recommend that you unplug your trailer whenever leaving the park for an extended time. Tenants leaving their trailers hooked up to power when not in the park, agree to hold SLR harmless for any interruption in their power when the trailer is unattended.

**Camper Lights:** Commercial outside camper lights will be allowed with the following restrictions. Management shall approve the location of any support wires used. (Minimum 8' height and may not be crossed by any 120 volt power lines). Any power outlets used to power lights shall have approved underground UF wire and have a GFI receptacle installed. Xmas tree lights that exceed 5 watts per lamp will not be allowed. An SLR improvement permit will be required.

**Water:** Because water pressure can vary from 20-60 lb. depending on the location in the park, it is recommended that each trailer use a pressure regulator at the trailer. Pending weather or maintenance issues, water will be available at your site April 15th to October 15th. A filter with a replaceable element will also be useful in reducing the high iron content of the parks well water. When using a filter, remember that improper changing of the element can result in growth of bacteria, which can be harmful. Because a water hose is not intended for constant use under pressure, we recommend that you turn off your water at the hose bib when not in use. Any change in water distribution at your lot will require an improvement permit from SLR before starting work. At times of peak park usage, please do not water lawns or wash cars or RV's.

**Clotheslines:** Wire clotheslines that are less than 8' in overall length will be allowed when their location does not interfere with the adjoining lots. No clotheslines may be used which are not a minimum of 6'6" above the ground at their lowest point. Unsightly use of clotheslines allows management to request their removal.

**Signs:** Member name signs, which announce the last name, and first names of the lots occupants are encouraged. A standardized post design, and location within the lot may be announced in the future. For sale signs will not be allowed. \*\* We recommend anyone wishing to sell their unit use a classified listing in the newsletter.

**Picnic Tables:** Are not included with seasonal lots. Table standards may be announced anytime.

**Campground Construction:** Tenant agrees to move temporarily from their lot to an alternative section when construction is scheduled.

**Wood Piles:** Small woodpiles that are neatly stacked and clean will be allowed. In no case should the wood in storage be more than 4' High x 4' Wide x 4' Deep, or interfere with the visual enjoyment of the neighbors.

**Winterize:** We suggest you call one of our RV'ing service friends: J & J Campers, 1-800-728-9636, or Heller On Wheels, 309-944-3293.

**Gardens:** If you have plantings around your trailer, we ask that you keep the grass trimmed around the garden. Our mowing help seems to have difficulty identifying plants from weeds, and if your flowers disappear, it is because the weed-eater has made an error.

**Mowing:** The resort will mow seasonal lots periodically to keep them from looking overgrown. This free service is not intended as a replacement for lawn care. Close cutting around yard obstacles remain the responsibility of tenant. You are welcome to service your own lawn. Premium lawn care may be available through an approved subcontractor.

**Service Requests:** Tenants will be billed for special services requested of SLR Personnel. Deck and shed moves, load of dirt, trailer set-up, etc. Requests should be made at the Member Services Center. \$25.00 per hour for labor or \$50.00 per hour man and machine will be billed. A flat \$15.00 fee applies to a one-way trailer move requested by tenant (\$30.00 for park-model moves). Charges will be invoiced to member and added to the maintenance fees due for the following month.

**Outside Refrigerators:** When using an additional refrigerator, first it must be concealed in an approved shed, and any electrical service must be installed to standards listed above. For child safety, the shed must be locked.

**Setback:** When permanent structures on your lot come within 5 foot of any property line, management approval is required. Input from the adjoining neighbor may be used in the final decision. Temporary structures or objects may have a setback if the neighboring lot's tenant makes a request, SLR management will have the final determination.

**Parking:** Tenant agrees to park personal vehicles within the perimeter of their lot, or in common parking areas indicated by management. \*\* Parking your vehicle on an unattended campsite is specifically prohibited. \*\* Extra vehicles not frequently used by tenants are not allowed on the resort. No extra trailers (Golf Cart, Cargo Trailers, Portable Sheds or Porches, Boats, etc.) may be on your lot or located in the resort. \*\* SLR may have an option for you to lease a storage space.

**Restoration:** Placement of patio stones, wood decks and other ground features, which kill grass or require dirt removal, will have a \$2.00 per square foot restoration fee charge. Tenants that stay on their lot for 5 seasons or more, are exempt from this charge.

## **2. CONSTRUCTION STANDARDS**

The following standards have been selected to provide for the overall safety and appearance of the campground. Remember that electric lines in most sections are now underground, and any fencing, earth anchors, and foundations could create electric shock and injury. Any construction of a structure, deck, porch, shed, etc., is subject to permits and management approval. Final decisions regarding disputes over planned or completed projects lies with management. Please get written approval before starting any serious project. Without written approval, management may elect to have the improvement removed or changed at the tenant's expense.

Some improvements may also be subject to county building codes and permits, which will be required before construction can begin. Improvements, other than portable personal property shall become the property of SLR. Final approval on any lot improvement will be at the sole discretion of resort management.

**Fences:** All fences shall be two rail (pony rail) split cedar wood. Management shall determine the fence position, with most locations set back from the road 5 feet. Because each lot's fence location may affect the access to the lot of a neighbor, some fencing may not be allowed. When installing, the top rail of the fence may not exceed 36" above ground level. Close trimming around your fence posts is the responsibility of the tenant. An improvement permit is required from SLR before starting work.

**Steps:** Steps for your camping unit must be appropriately designed, easily moved by two people without tools or disassembly, and cannot have a landing platform larger than 16 square foot. We encourage the use of treated lumber.

**Decks/Porches:** Porches may be approved on a case by case basis with very strict materials standards. Decks are discouraged, generally not approved. Decks, in cases of exceptional hardship or handicap, may be approved in a ramp style design with strict construction and materials guidelines at the sole approval and discretion of resort management. Decks existing prior to 2006 meeting standards will be allowed through the 2008 camping season.

**Screen Rooms/Porches:** Screen rooms that are not permanent may be allowed with managements approval as to location. Size restrictions may be announced. Wooden porches, enclosed decks, or wooden framed screens over concrete are discouraged.

**Skirting:** In most circumstances, skirting of a camping unit will be prohibited. See resort for details.

**Concrete Patios:** All concrete work in the resort will be done by SLR employees, or a contractor hired by SLR. Please see resort for pricing.

## **3. Shed Standards**

**Plastic Resin "Rubbermaid" Sheds are allowed:**

- Shed may be up to 8' x 4' x 4', under 54" tall, sit on an existing poured concrete at your lot (main pad, patio or shed pad).
- Shed must be removed from the resort as soon as it shows any deterioration, cracking, warping, won't close completely, etc.
- Can be in addition to an approved shed below.

**New Sheds:**

New sheds may be constructed on seasonal lots after:

- Lot's tenant has written permission from SLR.
- **Lot's tenant has SLR Building Permit (\$25.00 Fee) with an approved detailed drawing attached. Tenant will pay a \$75.00 first year fee to have a shed pad poured (calculated in value thereafter).**
- SLR has been able to construct a concrete pad for the building.
- Shed's construction meets all of the minimum construction standards attached.
- Electric power can only be brought to the shed from the GFI outlet at your main electric panel. Wire shall be #12 UF wire, and shall be buried 12" deep. Both entrance to the main, and entrance to the shed shall be enclosed in suitable conduit. Minimum height to any outlet in the shed shall be 44".
- An opening located within 12" of the bottom of the unit equal to 1 sq. inch per 1 sq. foot of floor area will be required to allow water infiltration in case of flood. This opening can be covered with a grill.
- We encourage the use of the popular new rollup door for the main entrance. Those using swing doors will be responsible to keep the doors in good condition.
- New sheds can be 8x10, 8x12, 10x10, or 10x12 depending on the area located in the park and with management approval, and may have 6' to 7' high side walls, depending on the truss system selected. Overall height may not exceed 11' without specific permission.
- Sidewall construction to be treated 2x4's on 24" centers. Single treated top plate approved if roof trusses sit on top of studs.
- Paneling for sidewalls shall be "fiber/cement" board. **Decorative** Plywood, Hardboard or Vinyl Siding will not be allowed, unless sub-panel of ½" treated plywood is applied first (**OSB is not an acceptable for siding material**).
- Base plate to be treated wood. Base plate to be anchored with either 3/8"x 3" expansion anchors on 3' centers, or ¼" x 3" blue screw anchors on 24" centers.

- Concrete pads poured by SLR personnel, will allow 2 ½" of concrete to extend beyond the edge of the finished shed. When placing the framing, allow 3" of concrete to extend beyond on all sides.
- Metal sheds are strictly prohibited.
- New Resin Sheds will be considered based on quality, durability, and a strict replacement standard if damaged.

#### **Pass to New Tenant Program:**

A new shed, meeting all of the standards and installed on concrete shed pads is eligible for transfer to the new tenant, if the tenant should move to another lot, or leave the seasonal program. During the first 3 years after construction, 70% of the original material cost to replace the shed would be the basis of the amount the owner of the shed would be paid to leave the shed behind, less any damage adjustment (no consideration given for labor on Pre-Fab construction designs or those hiring labor out). Each year thereafter, the value standard would drop by 10%. Any shed owner can, upon terminating a seasonal lot, elect to dismantle and move his shed, so long as it is moved out of the park. Used sheds will not be allowed to remain in the park unless they have been transferred to that lot's new tenant.

SLR agrees that it will require reimbursement as part of its rental program. (Example: The old tenant will be paid by the new tenant within 30 days of taking possession of the lot.)

#### **4. Wood Structure Standards**

- No new wood structures.
- No existing wood structure enlarged or moved to different lot.
- When you stop camping on a seasonal lot, your wood platform goes out of the park.
- Existing decks can stay through 2009, if footings are added.
- Existing treated wood decks can stay through October 15, 2005, with no footings.
- We are making bricks and pavers available to aid in your transition.
- If you purchase concrete, brick or pavers from Sunset Lakes Resort, we will load old deck on your trailer or dispose of, at no charge.
- Wood structures must allow for emergency trailer moves (flood) without direct action to be considered.
- Wood structures must be footed in accordance with resort standards. Please see the resort for details.

#### **5. Brick/Paver Standards**

As we retire wood decks from the resort, we will encourage you to replace your hard surface areas with concrete or paving units.

To assist with your project, we will stock several styles, displayed at the mini mart, which will include delivery to your site. We will also stock and deliver the compactable base for those purchasing SLR pavers, for use under the surface.

The following are preparation standards you must follow to ensure many years of integrity for your new brick/paver walk or patio:

- Resort management prior to the commencement of any work must approve all designs. All setback rules apply.
- All organic material and an additional 4 inches of earth must be removed so a base may be laid. An inspection by the management of the prepared site must be made prior to the installation of any paving base or pavers.
- At least 4 inches of a compactable base must be spread and compacted. The use of a motorized compactor is required to ensure the base is adequately compacted. The resort does not provide a compactor, please see local rental companies for pricing.
- Edging must be used to hold the edge bricks in place.
- Bricks must be laid close and tight to one another and should not "rock" or move.
- A Final inspection of the patio will be completed by management. If the final appearance of the patio is contrary to the appearance standards set forth, or does not meet the construction standards required, management will request the patio to be modified, or completely removed. A properly installed patio will last for many many years.
- Additional design and materials suggestions will be given on a case-by-case basis.
- Existing patios on the property will be inspected during the 2010 season. Any design flaws or structural problems will have to be addressed prior to renewal for 2011.

#### **6. Variances**

A variance may be granted at SLR management's sole discretion if tenant can provide sufficient evidence that one of our standards might cause both an exceptional and unique hardship. The proposed request shall not cause additional expense to the resort or neighboring tenants. Any request should be provided to the resort first in writing, a visit with you at your site might be in order if the management deems necessary.