

LAKE FOREST RESORT AND CLUB CONDOMINIUM ASSOCIATION



Lake Forest Resort
Shared Ownership & Condo Rentals
Eagle River, WI

RULES AND REGULATIONS HOMEOWNER AND GUEST POLICIES

(Effective 12.1.18)

LAKE FOREST RESORT & CLUB HOMEOWNER & GUEST POLICIES

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SECTION I - HOMEOWNER & GUESTS POLICIES & REGULATIONS

The Lake Forest Resort & Club Board of Directors has adopted the following policies pertaining to the use of the resort. The primary consideration in the adoption of these policies is to enable owners and guests to obtain maximum enjoyment from the use of the resort while at the same time considering the health, safety, and general welfare of others. These are subject to change by the board of directors.

The term "resident" refers to owners, guests, sublets, renters and trade-ins.

These rules and regulations apply to and are binding upon all residents. The residents shall obey these policies and must see that persons over whom they exercise control and supervision follow them.

1. Check-in time is 3:00 PM on the day that begins the vacation period.
2. The sidewalk, walkways and entrances located on the resort property must not be obstructed. The 4-foot extended sidewalk in front of the condo patios is a common area and needs to be clear for all to use. All bikes, scooters, roller blades, skateboards, snowmobiles and any other forms of transportation including cross-country skis or snowshoes are to be used on the upper level of the condos only. Lake Forest bicycles are to be returned to the bicycle shed after each use. Personal bicycles must be stored on the outside upper level of the condo. Drying racks are not permitted on the lower patio, only the upper balcony.
3. Residents shall not allow anything to fall from the windows, decks, balconies, entry ways or doors of the premises, nor shall he/she sweep or throw any substance from his/her condo.
4. Refuse and recyclables shall be deposited only in the areas provided.
5. Recreational vehicles and motor homes may not be occupied during the time they are on the resort property nor may they be connected to the resort's utilities.
6. Watercraft, trailers, snowmobiles, mobile homes, or recreation vehicles shall not be parked or stored on resort property, if not in residence, without prior permission from the resort manager, and then in areas designated for same.
7. Residents or guests shall not make or permit any disturbing noises nor permit anything that will interfere with the rights, comforts or conveniences of the other residents. No resident shall play any music or television in his/her condo, any common building or on the grounds, in such a manner as to disturb other occupants of the resort. Quiet time in the buildings and on the grounds shall be from 10:00 PM – 8:00 AM daily.
8. Posting of signs, advertisements, notices or other lettering by residents is not permitted inside or outside the condos or game rooms.
9. No electronic, telecommunication or generator installation or other wiring shall be made in a condo or game room unless authorized by the resort manager.
10. Inflammable, combustible or explosive fluid, chemical or substances are not allowed in any condo or game room, except such as required for normal household use. Gasoline storage for snowmobiles, motors or other vehicles shall be kept at least 50 feet from any resort building.
11. Residents must notify the office in advance as to who will be occupying the unit week(s), or keys and packet will not be available after hours.
12. Residents shall not repair, remodel, remove or alter any resort property or buildings in any manner, unless authorized by the resort manager.

13. The cleaning of fish is not allowed in the condos or game rooms, only in the fish-cleaning house.
14. The use of common elements, such as the boat dock, is for all residents and must be shared.
15. Parents must supervise their children while on the resort property.
16. Preparation and waxing of skis is not permitted in the condos or game rooms, but rather shall be completed in the lower level of the Resort Center.
17. Residents are required to reimburse the association for any damages incurred as a result of their stay.
18. All residents shall vacate their condos no later than 10:00 AM on the last day of their vacation period. A \$25.00 late checkout fee will be assessed to any resident occupying a condo after 10:00 AM, unless special arrangements have been made with the resort office.
19. There will be an extra charge for the use of a rollaway bed. The charge is \$3.00 a day or \$15.00 a week.
20. Each condo has a 6-person occupancy limit. With advance notice, extra guests may be permitted at a charge of \$10.00 per person per day, or \$50.00 per person per week, with a maximum of 8 people allowed per condo. If it's discovered that a condo has more than 6 people in it, and those extra guests are not registered, the resort office will bill you accordingly.
21. A resident or guest may not keep pets or other animals of any kind on the resort property or in any building on the property. A \$250.00 per day fine will be assessed to any resident or guest found harboring a pet or animal in violation of this regulation, and the pet or animal must be removed immediately. Furthermore, if any pet or animal is found on the premise and causes damage to the premise, the owner of the pet or animal will be responsible for the fine and any damage caused by the pet or animal. The exceptions to this regulation are service animals as permitted under the ADA and assistance animals as defined by the Fair Housing Act as amended. In addition, under Wisconsin Statute 176, service-animals-in-training and their trainers are afforded the same rights as service animals and their owners; provided however, the service animal trainer is required to produce a certification or other credential issued by a school for training service animals that the animal is being trained to be a service animal.
22. Residents who leave a condo exceptionally dirty, requiring more than 3 hours to clean, will be charged accordingly, at the rate of \$50 an hour. Residents whose condo requires an additional cleaning in a one-week period will also be charged. Missing or damaged items will be billed at replacement cost.
23. Owners and guests in residence are encouraged to report violations of these rules and regulations to the resort staff. We encourage the neighborhood watch concept as a way to improve vacation quality. Your tip will remain anonymous.
24. There is a \$5.00 charge for a lost condo key.
25. If the resort manager deems your condo uninhabitable, due to a major unplanned emergency or system failure, and you are not able to occupy your condo or another condo, you may be reimbursed at the homeowner rate. If you have a confirmed renter, and they are not able to occupy your condo or another condo, you may be reimbursed at the homeowner rate.
26. Discourteous, abusive, or sexual language or behavior toward other residents or staff will not be tolerated.

27. The only fireworks products permitted on the resort property are sparklers, smoke bombs & party poppers. These may be used on the beach and nature point only. This is Wisconsin Law. Violators will be fined \$50.
28. A No Smoking Law was established in Wisconsin in 2010, prohibiting smoking inside the condos, game rooms and Resort Center. Any resident smoking inside a resort building will be billed \$100 for the cost of extra cleaning.
29. Comments regarding the service of the resort shall be made in writing to the management, Lake Forest Resort & Club, c/o Resort Manager, 1531 Golf View Road, Eagle River, WI 54521, or fill out the survey in your welcome packet.
30. Rules and regulations are to be reviewed annually by the board of directors and posted in each condos information directory.

SECTION II - HOMEOWNER POLICIES

A. WEEK 53

1. Week 53 occurs approximately every 6 -7 years. Refer to the timeshare calendar posted on the resort website.
2. Owners of Week 52 have the first option to use Week 53 and will be sent a notice on August 1. If any owner wants to use the week 53, they need to remit to the association, in the year in which a week 53 occurs, the weekly maintenance fee established for that year.
2. If a week 52 owner chooses not to use it, then the owners of Week 1 have the second option to use it. They will be sent a notice on September 1. They need to remit to the association, in the year in which a Week 53 occurs, the weekly maintenance fee established for that year.
3. If owners of neither unit week wish to use it, then the management puts the remaining condos up for rent, trade, or makes them available to other owners for the price of that year's maintenance fee.

B. RENTALS DURING MAINTENANCE PERIOD

1. Owners are allowed to rent condos during the maintenance period for the homeowner rate, per night on a space available basis, at the discretion of the resort manager.
2. Condos may be rented to the public, at the current rate for that time period, at the discretion of the resort manager.

C. LAKE FOREST CONDOMINIUM RENTAL POLICY

1. Owners are encouraged to list their rentals with Lake Forest Condominium Rentals.
2. The rental commission of Lake Forest Condominium Rentals is 25%
3. Owners will be charged extra cleaning fees when more than one cleaning during one unit/week is required because of multiple rentals during that unit/week.
4. Owners who sublet assume all liability for their unit/week.
5. Owners will get first choice of available rentals for the following year. They may book 56 weeks in advance of the beginning of the specific week.

6. Repeat renters will get second choice of available rentals for the following year. They may book 52 weeks in advance of the beginning of the specific week.
7. First time renters will have third choice of available rentals for the following year. They may book 51 weeks in advance of the beginning of the specific week.
8. You may confirm with a credit card on the day of booking or have 10 days upon receipt of the contract to return it with the advance deposit. Reservations will not be held beyond 10 day's without the advance deposit.
9. As much as the office staff tries, there are times when the following can't be assured.
 - a. Guaranteed availability as rental inventory can vary from year to year.
 - b. Keeping you in the same condo on a stayover.
 - c. Moving from one condo to another to be closer to family or friends.
10. The resort manager has the discretion of discounting rental rates if condos have not been rented within 30 days of the rental period.
11. If a condo is up for rent, the office has the discretion to switch condos around in order to accommodate residents to stay over in the same condo without a transfer. If the condo has not rented and the owner decides to occupy, it may have already been switched around and the owner may be in a different condo. The owner must notify the resort office if they are planning to occupy their condo which has not been rented.
12. Condos are primarily rented in the order in which they were put up for rent (by date).

D. HOMEOWNER RENTAL RATES

Available rentals, which are not filled one month prior to occupancy, will be offered at the discounted homeowner rate. The homeowner rental rate is subject to change.

E. MAINTENANCE FEE COLLECTION POLICY

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| Prior to Jan 1 | Prior to January 1 st , an owner may pre-pay their maintenance fees and that amount will be reflected on their January statement. |
| Jan. 1 | Invoices are sent out on or before January 1st. Terms are Net 30 Days, due January 31 st . Credit card payments are not accepted. A payment plan agreement will be included with the invoice. |
| Feb. 1 | Simple interest of 12% or 1% per month will be added to each account with an unpaid balance. Invoices state the following: 'Your Account Is Now Past Due. Interest Has Been Added To The Open Balance and Your Condominium By-Laws State That Until Your Maintenance Fees Are Paid; Your Right To Use Your Condo, Trade-It, Or Use The Health & Fitness Center Is Denied. Call If You Need To Set-Up A Payment Plan'. If owners are not current with their maintenance fees the office may put the condo up for rent and apply any proceeds towards the delinquent fees per the condominium by-laws. |
| May 1 | Accounts not on an approved payment plan get forwarded to collections or get a lien filed. A 30-day lien notice will be sent out. Owners must prepay their maintenance fees before trading in advance, if they have a bad receivables history. |
| 1 year | Owners on a payment plan must have their balance paid in full by the end of the current year or it will be turned over for collections or a lien will be filed. |

F. MAINTENANCE PERIOD WEEKS

The Lake Forest Resort & Club Condominium Association owns weeks 13 through 16. Deeds for these weeks are on file and recorded as of September 29, 1989. These weeks may be sold or rented with board approval.

G. HOMEOWNERS' PRIVACY STATEMENT

Any request for owners' personal contact information must be presented in writing to the resort manager, and the purpose of its use must be specified and approved by the resort manager and in specific circumstances the board of directors as well. Inspection of owner records and the scope of those inspection rights is governed by WI Statute 181 - Non Stock Corporations.

H. HOMEOWNERS' RECORD KEEPING REQUIREMENTS

Lake Forest Resort & Club shall have on file for all homeowners and co-owners, if any, the following information: name, current address, telephone number, unit week(s) owned, and recorded deeds if available. If a business is titling a deed, the name of the business owner and/or CEO must also be included as Grantee.

I. USE OF COMMON ELEMENTS

Owners and their immediate families may use the common elements, as defined in the condominium documents on page D-6, during the year, but they cannot displace owners and guests in residence. This does not include limited common elements, also defined in the condominium documents.

J. DISASTER POLICY

We will decide to close the resort, and help facilitate the evacuation of in-house owners and guests, when danger is present or we can't provide basic services. We will coordinate with local emergency services. If it were a 'resort only' disaster we will try to find alternative housing in the area, if available.

SECTION III - POLICY REVISION

A. Policy revisions are done annually by the Personnel and Policy Committee. All proposed changes are to be given to board members in writing.

B. The policies and procedures in this document go into effect January 1, 2015.

SIGNED:

s/s John Ostertag

John Ostertag, President

s/s Tammy Schultz

Tammy Schultz, Secretary

12/06/14

Date