

Leasehold Property Regulations (LPR)
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Revised March 2011
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I. Introduction

A. The leasehold property relationship to Spencer Lake Christian Center.

The purpose of leasehold land is to buffer Spencer Lake Christian Center from influences which are deemed by the *Lessor* to be in conflict with Biblical values as the Lessor understands them and interprets them in the Lessor's practice of religion. The leasehold community is intended to be a friendly and supportive neighbor to the camp. It exists to help the camp accomplish its mission of ministry by assisting the camp in its building, maintenance and administrative efforts through their attendance at camp events and donations of labor and finances. These donations are intended to be beyond the payment of lease fee, property taxes and other assessments.

B. Purpose for Leasehold Property Regulations (LPR)

The purpose for the LPR is to define the expectations of the Lessor relating to the condition of the premises and the personal conduct of the Lessee. These regulations are also intended to clarify administrative procedures and the requirements for property improvements.

C. Changes to LPR

The Lessor, or its agent the Leasehold Property Management Committee (LPMC), maintains the right to change and update the LPR as deemed necessary. Any proposed changes to the LPR Manual by the Lessor or the LPMC must be discussed in a meeting with the other party before it is presented to the Presbyters for final approval. When a change is made to the LPR, the newest version replaces all previous versions; the newest version shall be the version referenced by the lease.

II. The Managing Organization

A. The role of the Board of Presbyters

The Board of Presbyters are the elected officials of the Wisconsin/Northern Michigan District of the Assemblies of God (WNMD), which is the Lessor referenced in the lease. They have responsibility for policy development and administration for all district departments and properties within the framework of the district constitution and bylaws. The Presbyters have approval authority on all policy proposals developed by the LPMC. However, the intent is to delegate most leasehold property issues to the LPMC. The Presbyters will serve as the final arbitrators of disputes between lease holders and the LPMC.

B. The Leasehold Property Management Committee (LPMC)

The Board of Presbyters has delegated specific authority concerning leasehold property issues to the LPMC. The LPMC is the agent of the Lessor identified in the lease. They are a committee of 6 consisting of 3 lease holders and 3 WNMD officials who jointly make decisions which were made in the past by the Board of Presbyters and the Camp Administrator.

1. The objectives of the LPMC include the following:
 - a. Manage leasehold property in an equitable manner
 - b. Gain and maintain the trust and respect of the District and Leasehold Community
 - c. Provide a forum for discussion of issues which are of concern to the district and leaseholder community
 - d. Propose policy and implement policy approved by the Board of Presbyters
 - e. Inform the district and leaseholder community about issues and policy

2. LPMC Responsibilities

The LPMC is responsible for managing the daily affairs of the leasehold properties. Their responsibilities include the following:

- a. Approval of new leases, re-leasing lots, rate changes and/or rate formula changes
- b. Review and approve building projects
- c. Enforce leasehold property regulations
- d. Propose policy and implement district policy
- e. Handle initial legal issues
- f. Manage all other leasehold operational duties (i.e. trees, lot lines, data base, road maintenance, etc.)

3. The full LPMC Board will meet three times a year, or as needed.

4. LPMC Structure and Voting

The LPMC By-Laws state the method of appointing and electing LPMC Board Members. (See **EXHIBIT 8**)

C. Operations Committee

1. The operations committee enforces existing policy and handles the following:
 - a. Leasing of lots (not a final decision)
 - b. Lot line determination
 - c. Trees
 - d. Enforcing LPR (not an expulsion)
 - e. Policy proposals
 - f. Billing decisions
 - g. Problem resolution (within clear policy)
 - h. Legal research
2. The full LPMC is responsible for all other issues including:
 - a. Rate changes
 - b. Building decisions
 - c. Expulsions
 - d. LPR changes

- e. Policy changes
 - f. Legal actions
 - g. Financial reports
3. The Operations Committee consists of 3 Lease holders and one District representative appointed by the District Superintendent.
 4. The Operations Committee will meet on an "as needed" basis.
 5. Either three LPMC Leaseholder members or three District LPMC members may dissolve this committee.

III. The Administration of Leasehold Property

A. Leasing a lot

1. Application - an application must be completed and submitted. (See **EXHIBIT 1**)
2. Leasehold Property Regulations (LPR) - the LPR will be given to the applicant prior to the orientation meeting. A copy of the Statement of Understanding and Compliance must be signed and returned to the LPMC at the orientation meeting.
3. References - the LPMC secretary will send a reference form to each of the 3 references provided on the application as well as the applicant's pastor. (See **EXHIBIT 2**)
4. Orientation - The LPMC will review with the applicant(s) the purpose for the leasehold property, the lease and lease requirements.
5. Lease Approval - The LPMC will review the information gathered. If everything is in order a lease will be issued.
6. Lease processing - upon approval, the lease will be drafted and signed by the applicant and district officials. (See **EXHIBIT 3**)

B. Transfer of Property

This section describes the Lessee's responsibilities when selling improvements on leased lots.

1. New Lease Approval

- a. A new Lessee (or buyer) must be approved for a new lease prior to the closing of sale.
- b. The new lease should be signed by the new Lessee at or before the close of sale.
- c. The Town of Lind has requested that the sale price of personal property be reported to the town of Lind clerk.

C. Assessments

1. Annual assessments

Annual lease payments include a land use rental fee and a prorated share of the camp property tax, itemized individually and billed as one lease fee. Both the land use rental fee and property taxes will be billed annually as one assessment, and is due April 30th.

- a. A 10% late fee will be charged for any unpaid balance as of May 1st.
- b. A fee of 1/2% will be charged on the unpaid monthly balance as of the first of the month beginning May 1st.
- c. If there are extenuating circumstances, contact the WMND or LPMC prior to the fee due date.

LPMC Lease Income Breakdown Proposal

Gross Lease Fees (Example)	\$ Income
Minus the Total Tax Bill (Example)	\$ Taxes
Balance	\$ LPMC Budget
Minus 20% of Balance to SLCC	\$ SLCC
Balance for LPMC Disposition	\$ LPMC

Breakdown of Balance: (Example: 2010 LPMC Budget)

Lease Area Maintenance & Budget
Used for upkeep, lights, roads, etc.
Available for designated SLCC projects

Narrative of proposal:

- The gross lease fee is the total billing. (Land use rental fee and prorated property tax.)
- Taxes would vary from year to year and that amount would be paid first.
- Balance is after the taxes have been pulled out.
- 20% would be given to SLCC from the after tax balance.
- The Balance for LPMC Disposition would be used for Leaseholder area upkeep maintenance as budgeted each year. (Roads, snow removal, lights, leaseholder project, lot upkeep etc.) and
- SLCC projects would vary from year depending on needs.
- All budgets/allocations are presbyter approved.

Revised 1/10

2. Personal Property Taxes

Personal Property taxes are due to be paid to the Town of Lind per the current schedule. Statements below will be adjusted to comply with any future changes made by the Town.

- a. If the minimum payment of 50% of the tax bill is not paid to the Town of Lind prior to the January 31st deadline, WNMD will pay the taxes to the Town of Lind and the leaseholder will be obligated for the amount of the tax bill due plus a fee of 10% of the tax bill due to the WNMD. A fee of 1/2% will be charged on the unpaid monthly balance as of February 1st.
- b. If the full payment of the tax bill is not paid to the Town of Lind prior to July 31st, the WNMD will pay the unpaid balance of the taxes to the Town of Lind and the leaseholder will be obligated to pay the full amount of the unpaid balance plus a fee of 10% to the WNMD. A fee of 1/2% will be charged on the unpaid monthly balance as of August 1st.
- c. If it is necessary for the WNMD to pay the tax obligation of the leaseholder after either of the Town of Lind due dates for 2 consecutive years, or for 3 years in total, the leaseholder will be subject to forfeiture of their lease per lease agreement (sections #4 and #25). In case of forfeiture, the leaseholder may re-apply for new lease. Each re-application will be judged on an individual basis and the WMND is not obligated to grant a new lease. *Revised March 2011*

3. **Lease Fee Changes:**

Land property taxes will be adjusted annually, and the land use rental fee adjusted bi-annually.

Rental Lease Fee Limits

Revised July 2014

1. The "Lease Fee" is composed of two individual fees. One the land use Rental Fee and the other is the leaseholder's share of the property taxes that are billed to the Spencer Lake Christian Center. This proposal deals exclusively with the Rental portion of the Lease Fee. It does not include the Camp's property taxes which are apportioned to the leaseholders according to the established differential mill rate per square foot based on location.
2. Lease Fee limits are maximum increase limits and not recommendations.
3. Fee increases may only be considered every 2 years on even numbered years per the LPM Regulations.
4. The primary basis of fee increases will be based on the Social Security Cost of Living Adjustment and the Waupaca County tax changes for the previous 2 years.
 - A. The maximum fee increase will be ½ % below the 2-year *average* of the COLA unless situation B or C below occurs.
 - B. If the Waupaca County tax has a 2-year *average* increase that is 3% above the COLA *average*, no increase in lease fee will be allowed.
 - C. If the Waupaca County tax has no increase for the 2-year *average*, the maximum lease fee *increase will be even with the 2-year COLA average*".

4. **Adjustments to the annual property tax assessment**

Property taxes for the entire leasehold property (not including property taxes on Lessee's Personal Property) are paid by the LPMC. This total property tax amount, each year, is prorated and billed to the leaseholder of each individual lot.

5. **Other assessments**

Any other assessments from government agencies and/or the LPMC that are related to the leasehold property will be assessed on a prorata basis. However, if an assessment pertains to a specific lot or group of lots, and not the entire leasehold property, only that lot or group of lots will receive an assessment.

6. **Rate adjustments for leases other than the ninety-nine year lease**

These leases will receive an adjustment per the terms of their lease. The rent will be adjusted for future anticipated property taxes, inflation, market levels of rents and potential government and LPMC assessments.

7. **Disposition of funds**

All fees shall be paid directly to the WNMD Assemblies of God. The LPMC will oversee the LPMC budget.

D. Lot lines

The LPMC or its agent will be responsible for determining lot lines, settling disputes and handling other related issues.

E. Temporary Trailers

The LPMC reserves the right to restrict temporary trailers on leasehold property.

F. Definition of "Movable Real Property"

1. Real property considered movable is as follows:

- a. Mobile Homes
- b. Small sheds
- c. Other items to be determined

2. Real property considered not movable is as follows:

- a. Conventional homes and garages
- b. Septic systems
- c. Wells
- d. Paved driveways
- e. Other items to be determined by LPMC

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G. Definition of "District purposes" (lease paragraph 17)

The Lessor may terminate a lease for "District purposes" and purchase improvements at fair market value. "District purposes" has the following meaning:

- 1. For any purpose that is in line with the goals and mission of WNMD Assemblies of God, determination and interpretation of which is to be made by the Lessor or its agent, the LPMC. For example, the purpose may be to:
 - a. Expand the camp or other district ministry
 - b. Terminate a lease and remove a Lessee (s) who has/have violated the lease
 - c. Other
- 2. It is not intended for the benefit of any private individual or pastor.

H. Selection of Appraiser (lease paragraph 17)

In the situation specified in paragraph 17 of the lease, where the Lessor may terminate the lease, the Leasehold Property Management Committee (LPMC), which represents both the District (Lessor) and Lease holders (Lessee), will select an unbiased certified appraiser.

I. Water & Septic Maintenance

- 1. The LPMC strongly recommends that Lease holders voluntarily test well water every year. The LPMC will subsidize water testing (i.e. \$11 per person per year or 50% of the

cost) for those testing on an annual basis. Water testing is strongly recommended not less than every three years.

- a. Water testing bottles and instructions may be picked up from the LPMC Secretary at the District Office.
2. Zoning regulations now REQUIRE that all septic systems be pumped every three years.
3. Out houses, barrels, and other noncompliant systems are prohibited and must be removed, and a new compliant system must be installed.

J. Ownership of Improvements on Leased Property

Any and all improvements (real property and personal property) which are located on leased lots, including but not limited to houses, garages, trailers, septic systems, holding tanks, wells, and the like, are to be titled in the name of the leaseholder(s) whose name(s) appear on the lease for the associated lot.

IV. Tree Policy

A. Tree Removal

A request must be made to the LPMC to remove a tree. The LPMC or its agent will be responsible for completing the LPMC tree removal form (see Exhibit 4) and determining whether a tree should be removed. The LPMC will permit tree removal in the following circumstances:

1. Diseased or dead trees
2. Trees leaning in such a way as to threaten the safety of individuals and/or buildings
3. Necessary for the construction of a building or installation of a septic
4. Insufficient light for smaller trees or a lawn to grow
5. Public utility requirements

The LPMC can require that a tree be removed for the reasons given above. It is the responsibility of the leaseholder to remove the tree after receiving approval or a request from the LPMC. When a tree is removed, the LPMC may require a replacement. Those removing a tree without LPMC approval will be assessed a \$100 fine per tree plus the cost of replanting a tree of the same type to be at least 10 feet in height.

It is the leaseholder's responsibility to trim the trees on their lot(s) to maintain their appearance and eliminate any dead limbs which are a safety hazard.

B. Leaseholder Requests

It is the responsibility of the leaseholder to remove trees related to building construction, septic installation, or public utility requirements, after receiving approval from the LPMC. Those removing a tree without LPMC approval will be assessed a \$ 100 fine per tree plus the cost of replanting a tree of the same type to be at least 10 feet in height.

C. LPMC Responsibilities

1. Establish a Tree Policy that would assist in the costs of removing dead, diseased and dangerous trees. Assistance being:
 - a. A percentage of the total cost of tree removal, with an
 - b. Annual budget limit.

- c. Operations committee will oversee tree removal forms at scheduled committee meeting dates.

This page revised 11-1-08

V. Communications

A. LPMC Contact List (see EXHIBIT 7)

If a Leaseholder has any comments, questions, or concerns, we encourage them to contact any member of the LPMC.

B. Problem Resolution Procedure

1. Lease holders should submit their concerns in writing to a member of the LPMC. The Lessee may use the correspondence form given in **Exhibit 5**.
2. The LPMC will consider the issue at a scheduled meeting.
3. The LPMC will issue a written response to the letter after this meeting indicating a course of action (i.e. request approved or denied, further study needed, action to be taken by LPMC, or no action is necessary). The LPMC response will include the time frame in which a decision or action will take place.
4. The LPMC will study the issue or take action if necessary.
5. The LPMC will issue a final correspondence if necessary.
6. If the Leaseholder believes that the LPMC action is inappropriate, they may appeal to the Board of Presbyters for a final decision. In this case, the Lessee must:
 - a. Submit the concern in writing to the WNMD Superintendent.
 - b. The issue will be addressed at the appropriate time by the Executive Presbyters or the full Board of Presbyters.
 - c. Their determination of the issue will be final.

VI. Property Improvements

A. Leasehold Property building restrictions

Mobile homes are restricted to off-lake lots only in the following areas: Locust Lane, south side of Akron road, south side of Ash road.

B. Property Improvements – Mobile Homes

1. The LPMC must approve all mobile homes before they are placed on a lot.
2. The decision to approve or disapprove a request shall be based on the following criteria:
 - a. Must be no more than five years old
 - b. Must be 12 foot or wider

- c. The exterior must adhere to the standards outlined in the following section
3. The LPMC or their representatives shall have the right to inspect the exterior of the mobile home prior to recommending approval. The exterior must conform to the following requirements:
 - a. Must be neat and clean
 - b. Well painted or have siding in good conditions
 - c. Commercially developed skirting must cover the base portion of the mobile home
 - d. Subjective consideration will be given to the mobile home's design and appearance
4. The LPMC shall determine whether the mobile home meets LPR standards. If their mobile home is approved, the lessee shall be required to make any repairs or changes that deem necessary to meet LPR standards. A written statement will be sent to the lessee indicating the final determination.

Mobile Home Installation

1. Installation of the mobile home may begin upon receiving written LPMC approval.
2. Installation of all mobiles homes must conform to federal, state and local building, safety and health codes and comply with all plans presented and approved by the LPMC.

Subsequent Maintenance

1. The exterior of the mobile home, adjacent structures and lot must be neat and clean at all times (i.e., structures well painted, lawn mowed, lot free of clutter, etc)
2. The LPMC may issue a written request to the lessee requesting that improvements be made if the lot or mobile home does not meet LPR appearance standards. Following non-compliance within a reasonable time, **WNMD** reserves the right to require removal of the mobile home based entirely on the appearance of the lessee's mobile home lot.
3. No alterations or additions shall be made to the exterior of the mobile home or lot without first obtaining written consent from the LPMC. (e.g. storage sheds, screened patios, etc.)

C. Must meet zoning requirements.

1. Proposed building or mobile home must fit in with the surrounding properties.
2. Building permits are required by the township and may be secured at the County Zoning office in the Waupaca County Courthouse.
3. LPMC permission must be granted for the project before the County will issue building permits.
4. Building Codes and Requirements – May be obtained from the Waupaca County Zoning Office or from LPMC.

D. The process for obtaining approval to build or upgrade a conventional home, or place a mobile home

1. Submit a **written request** for approval to build or remodel to the LPMC. **INCLUDE:**

- a. Lot diagram and building placement neatly drawn. Show placement of structure in relation to lot lines, other structures already on the lot, and septic tank and drain fields. Give dimensions of structures in feet and inches and distances in feet from lot lines and other structures.
 - b. Plan of proposed building or remodeling (minor interior remodeling is exempt although you may still need a building permit from the township).
 - c. Timetable of your project (start and finish dates)
2. After permission is granted by the LPMC, a letter will be sent to the Zoning Administrator to allow you to get a building permit.

E. Financing

1. When obtaining financing for your building project, you must have the bank and district officials (Superintendent and Secretary) sign the LPMC approved "Collateral Assignment of Leases and Security Agreement" in lieu of a bank lease assignment.

VII. Condition of Premises

A. Condition of yard (revised 7/20/11)

Yard must be kept free of brush and other debris. Lawn must be kept mowed at not more than 6 inches, leaves raked, and firewood stacked and orderly. If the lawn grows to more than 10 inches, the lawn will be cut by the district at the lease-holder's expense. Be a good neighbor.

B. Condition of the dwelling and outbuildings

Exterior of buildings must be maintained in a presentable manner by painting, caulking, replacing rotten wood and broken windows, etc.

C. Unsightly Property

Property improvements should be in harmony with surroundings lots and improvements. The LPMC reserves the right to require a leaseholder to either solve the problem or remove unsightly property.

D. Enforcement of regulations

The LPMC or its appointed agents will review properties on a periodic basis. Those not in conformance with the regulations will be sent a letter informing them of the areas that need attention. Failure to correct violations in a timely fashion could jeopardize lease privileges.

E. Incinerators, garbage cans and garbage

Garbage is the responsibility of the Leaseholder and must be disposed of properly or recycled as required. Garbage and other trash should not be placed in camp barrels or dumpsters. Burning permits are required for burning barrels and other burning during certain times of the year. You are required to have the proper permit before burning.

All trash should be kept in covered, animal proof containers. Trash containers should be stored as inconspicuously as possible.

VIII. Personal Conduct

A. Disruptive Behavior.

The leaseholder (Lessee) is discouraged from conduct which is detrimental to other lease holders, the camp, the WNMD, and the peace and tranquility of the leaseholder community.

The lessee must refrain from excessive noise or activity that will disturb the peace of other lease holders.

B. Labor on Sunday

Sunday is the Lord's Day. Manual labor on buildings or premises on Sunday is discouraged.

C. Liquor, smoking and drugs

The use of alcohol, illegal drugs or tobacco is incompatible with the aims and purposes of the leasehold area. Thus anyone who brings such substances onto leasehold property or anyone found to be under the influence of these substances is violating the terms of the lease.

D. Clothing

Dress should always be modest. Bathrobes or towels should be worn over swimming attire to and from the swimming area.

E. Fireworks, firearms and archery

Fireworks, firearms and archery are permitted on leasehold property as specified in county and state regulations.

F. Hunting

There is no hunting on any leasehold or Spencer Lake Christian Center property. This includes hunting with either guns or archery.

G. Dogs and cats

All dogs and cats must be kept on a leash or penned up and kept quiet at all times. If damage to another person's property occurs by unleashed dogs or cats, the leaseholder who owns the animal or upon whose property the animal was being kept will be held responsible for damages.

H. Minors on camp grounds

No minors are allowed on Spencer Lake Christian Center property without being in direct and specific guardianship and supervision of parents or a responsible adult.

I. Vandalism

Persons defacing or damaging any camp property will be charged the cost of replacement and repair.

J. Businesses

Commercial trade is not permitted. The lease lots are for residential purposes only.

IX. Other

A. Property and liability insurance

1. We recommend that the Leaseholder obtain comprehensive personal liability insurance coverage on their property. Extended liability from a homeowner's policy on another home may satisfy the need. The Lessor is not liable for actions of a leaseholder, injury on leasehold and/or damages to personal property.
2. We recommend that the Leaseholder obtain property insurance to protect their investment in case of property damage due to fire or other hazard.

B. Lessor's access to leased property

The Lessor or its agent, the LPMC, has the right to enter on to the Lessee's lease property to determine if the Lessee is in violation of lease terms and/or the Leasehold Property Regulations, and to deliver a notice that the Lessee is in violation of these documents.

C. Rental and Subleasing Policy

The purpose of leasing land at Spencer Lake Christian Center is for personal use and is not intended to be a rental investment for financial gain. Anyone occupying leased property regardless of the length of time must comply with the standards of personal conduct detailed in Section VIII of this document.

Leaseholders may not advertise their property for rent on any form of public or online media. This policy is limited to persons that are known to the leaseholder prior to a rental agreement.

1. Short Term Rentals (1 to 4 weeks)

This policy applies to anyone outside of the immediate family of the leaseholder whether or not money is received for the temporary occupancy of the property.

To qualify for a short-term occupancy, the leaseholder must personally know the "renter" well enough to attest to his/her character.

In subleasing, the original Leaseholder assumes responsibility for any and all actions of the renter. Lease fees and Town of Lind taxes must be paid in full on the due date each year. Any problems must be dealt with by the Leaseholder in a direct and timely manner.

The leaseholder will inform neighbors as a courtesy that a guest will be using the leaseholder property for a certain amount of time.

2. Long Term Subleases (up to one year)

The Leaseholder must inform the LPMC of their intent to sublease on a long-term basis. The LPMC will follow the same procedure for Subleasing as for a Leaseholder (all documentation will be required as it is for a Lease). The sublessee will submit a sublease lease application to the LPMC no less than 3 weeks prior to planned occupancy date. The sublessee assumes the responsibility that all information on the application can be verified prior to occupancy.

After receiving all of the paperwork for the sublessee, the LPMC will review the request and determine if the sublease will be granted.

To qualify for a sublease, the leaseholder must:

- a. Personally, know the sublessee well enough to attest to his/her character.
- b. The Leaseholder assumes responsibility for any and all actions of the sublessee.
- c. The sublessee will verify that they will comply with all the standards of personal conduct detailed in Section VIII of this document and sign the Statement of Understanding and Compliance which is Exhibit 6 in this document.

Persons subleasing for an extended period of time must receive a copy of the LPR Manual and must meet all of the qualifications as set forth in the LPR Manual and the lease, and abide by the requirements as set forth in these documents.

These requirements are to assure a continuing atmosphere of Christian community and neighborliness.

2. Leaseholder Responsibility

In subleasing, the original Leaseholder assumes responsibility for any and all actions of the sub lessee. Lease fees and Town of Lind taxes must be paid in full on the due date each year. Any problems must be dealt with by the Leaseholder in a direct and timely manner.

D. Enforcement of lease terms

The LPMC is the appointed agent of the Lessor and is responsible for managing the leasehold property.

E. Parking Regulations

The Leasehold area has both town and private roads. The town maintains town road and WNMD maintains the private roads. Town roads are Akron and Ash roads. Private roads are Evergreen, Cedar, Birch Lane, Locust and Fir Lane.

The leasehold area is very congested at certain times of the year. At these times there are many vehicles and limited parking spaces. Problems and complaints arise when vehicles are parked on the narrow private roads.

THERE IS NO PARKING allowed on any of the private roads at any time. Parking in short driveways so that part of the vehicle protrudes onto the roadway is discouraged. Roadways must be kept open at all times for the smooth movement of traffic and especially for emergency vehicles.

Should an emergency vehicle be unable to gain access on a roadway due to parked vehicles, and should a loss of property or life occur, the owner of the vehicle could be liable.

Additional parking areas are available at Camp parking lots, the triangle on Evergreen, along the cemetery fence on Spencer Lake Road, and on neighbor's lots with prior approval. Please inform your visitors where to park. Cooperation in this matter is vitally necessary and will be appreciated.

G. Arbitration

The Board of Presbyters will serve as the final arbitrators of disputes between lease holders and the LPMC.

X. Statement of Understanding and Compliance - See Exhibit 6

The statement of Understanding and Compliance must be signed by prospective Lessees (Buyers).

APPENDIX

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**WISCONSIN/N. MICHIGAN DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD
APPLICATION FOR LEASE OF LOT(S)**

Revised 3/16

The purpose for the leasehold property is to buffer Spencer Lake Christian Center from influences which are deemed by the **Lessor** to be in conflict with Biblical values as the **Lessor** understands them and interprets them in the **Lessor's** practice of religion. The leasehold community is intended to be a **friendly and supportive** neighbor to the camp. It exists to help the camp accomplish its mission of ministry by assisting the camp in its building, maintenance and administrative efforts through their attendance at camp events and donation of labor and finances. These donations are intended to be beyond the payment of lease fee, property taxes, and other assessments.

1. General Information

Applicant's Name(s) _____

Phone # (_____) _____ Email: _____

Home Address _____

Location and lot number(s) _____

Current owners: _____

Type of building(s) on lot(s) _____

Date of proposed closing on purchase of building(s) _____

2. "Wisconsin Northern Michigan District Council of the Assemblies of God reserves the right to restrict the granting of a lease to members of an Assembly of God, attendees of AG, and adherent of the AG beliefs who have been confirmed by an Assembly of God credentialed pastor. This restriction is in compliance with the Federal Fair Housing Act section 807 (42W.S.C. 3607) and the Wisconsin Statute 106.52 (1) (e) (2)."

I _____ affirm, acknowledge, and agree that:

- a. The Leasehold Property is owned and operated by the Wisconsin Northern Michigan District of the Assemblies of God (WNMD), a private nonprofit religious corporation;
- b. The WNMD/Lessor limits the use, rental, and sale of property to its members and adherents;
- c. I am a member of an Assembly of God church or an attendee and adherent who will support and promote, in good spirit, the beliefs, values, and principles it represents.

Signature of the Applicants

3. Church Information

Name of Church you attend _____

Pastor's name _____

Address _____

Phone (_____) _____ Email: _____

How long have you been attending? _____ Are you presently attending this church? Yes No

Please describe your involvement and service at your church:

4. Please give the NAME, ADDRESS, PHONE numbers & EMAIL of three personal references that are not family members or your pastor:

1. Name _____
Address: _____
Phone: _____ Email: _____
2. Name _____
Address: _____
Phone: _____ Email: _____
3. Name _____
Address: _____
Phone: _____ Email: _____

**Please Mail to: LPMC
 PO Box 309
 Waupaca, WI 54981**

Reference Form

_____ have applied to lease

Lot(s) _____ at Spencer Lake Christian Center. In their application they listed your name(s) as a reference. We would appreciate your observations of their Christian character and conduct relative to being lease holders with the Wisconsin/Northern Michigan District of the Assemblies of God at Spencer Lake Christian Center.

We value your judgment and appreciate your cooperation. Please complete this form as fully as possible and return it to us in the enclosed envelope. Your reply will be regarded as strictly confidential.

Sincerely,

LPMC COMMITTEE

* * * * *

How long have you known applicant? _____

Are you related to applicant? _____ How _____

Under what circumstances or relations have you known applicant?

Is applicant highly thought of ? _____

Prompt in paying debts? _____

Would you unhesitatingly recommend applicant's endorsement as a leaseholder at Spencer Lake Christian Center? _____

Remarks: _____

Signature _____ Date _____

Address _____

Please return to: LPMC COMMITTEE
P.O. Box 309
Waupaca, WI 54981

NINETY-NINE YEAR LEASE
The Purpose of Leasehold Property

1. The purpose for the leasehold property is to buffer Spencer Lake Christian Center from influences which are deemed by the **Lessor** to be in conflict with Biblical values as the **Lessor** understands them and interprets them in the **Lessor's** practice of religion. The leasehold community is intended to be **a friendly and supportive** neighbor to the camp. It exists to help the camp accomplish its mission of ministry by assisting the camp in its building, maintenance and administrative efforts through their attendance at camp events and donation of labor and finances. These donations are intended to be beyond the payment of lease fee, property taxes, and other assessments.

Basic Terms

2. This lease made this _____ day of _____ A.D. by and between the **Wisconsin and Northern Michigan District Council of the Assemblies of God**, a Wisconsin corporation ("**Lessor**") and _____ ("**Lessee**", whether one or more individuals).
3. That the said **Lessor** does hereby lease, unto the said **Lessee**, the following described premises situated in the Township of Lind in Waupaca County, Wisconsin:

LOT # _____ SPENCER LAKE CHRISTIAN CENTER
OF THE WISCONSIN/NORTHERN MICHIGAN DISTRICT OF THE ASSEMBLIES OF GOD,
WAUPACA, WISCONSIN

- to hold for a **term of ninety-nine (99) years** from the date hereof. The said **Lessee**, in consideration of the leasing of said premises, agrees to pay **Lessor** an annual lease fee assessment during the term of this lease, in the amount and at the time specified in said assessment. This assessment will be uniform for all lots of similar classification. The **Lessor** or its agent, the "**Leasehold Property Management Committee**", will be responsible for establishing this assessment and will reasonably adjust the assessment every two (2) years based on the **Lease Fee Formula** as given in the latest version of the "**Leasehold Property Regulations**".
4. **Lessee** further covenants and agrees to pay all property tax assessments and other assessments levied by public authorities against said lot during the term of said lease and further agrees to maintain said premises free and clear of tax liens, tax assessment liens, construction liens or mechanics liens. Upon receiving a property tax assessment and/or other assessments for leasehold land, the **Lessor** or its agent will calculate a prorata assessment for each lot. **Lessee** agrees to pay this prorata assessment in the amount and at the time specified in said assessment.
 5. In the event of any such liens, as specified above, **Lessor** shall have the full and complete authority to discharge and payoff all such liens, taxes, and assessments against the premises and for such payment by **Lessor**, the **Lessor** shall be reimbursed, on demand, for such payments, with interest at the prime rate in effect at that time, from the time of **Lessor's** payment. **Lessee** must reimburse the **Lessor** for any such payment within a period of six (6) months after demand for such payment by **Lessor**.

Condition of the Premises

6. **Lessee** agrees to maintain said premises in a neat and presentable manner and in conformance with the "**Condition of Premises**" section of the latest version of the "**Leasehold Property Regulations**".
7. **Lessee** is responsible for all wells and septic systems on the premises. **Lessee** shall not allow any hazardous or toxic substance on the premises, and shall be fully liable for the violation of any environmental law or regulation, and shall hold the **Lessor** harmless from the same.

Property Improvements

8. **Lessee** agrees to abide by and comply with the "Property Improvements" section of the latest version of the "**Leasehold Property Regulations**". All plans, by the **Lessee**, for the erection of a new building, expansion of existing buildings, or updating of mobile homes on the above described premises, must be submitted to and approved by the **Lessor**. The proper codes and building permits must be adhered to and are the responsibility of the **Lessee**.
9. **Lessee's** Real Property placed upon the above described premises by the **Lessee** shall remain the Real Property of the **Lessee** and may be removed from the lot at the expiration of the lease.

Activities on the Premises

10. **Lessee** agrees to abide and comply with the "**Personal Conduct**" section of the latest version of the "**Leasehold Property Regulations**".
11. **Lessor** accepts no responsibility or liability for the actions of the **Lessee** and the **Lessee's** family(ies), invitees and agents which result in injury or death to any person(s) or damage to property(ies).
12. The **Lessee** is responsible for carrying liability insurance as specified in the latest version of the "**Leasehold Property Regulations**".
13. It is further agreed that no business enterprise shall be operated by the **Lessee** upon the premises herein leased without the written consent of the **Lessor**.

14. **Lessee** does hereby promise and agrees not to under-lease or sub-let the above described premises or any part thereof or assign this lease without the written consent of the **Lessor**.

Termination of the Lease

15. At least three (3) months, but not more than twelve (12) months, prior to the expiration of the term of this lease, **Lessee** may submit a written request to the **Lessor** to have a new lease issued. The decision to issue a new lease to said **Lessee** will be based on their compliance with this lease and the latest version of the "**Leasehold Property Regulations**". The new lease would be for the lease fee, terms and conditions which **Lessor** is granting to other **Lessees** at that time. If **Lessee** does not request a new lease, **Lessee** must vacate leasehold property by the end of the lease term. This lease terminates at the end of the lease term.
16. If said **Lessee** is not approved for a new lease at that time, **Lessor** must notify **Lessee** of this in writing and **Lessor** must notify **Lessee** of the lease termination. The parties are then subject to paragraph 22. If the **Lessee** wishes to sell the **Lessee's** Real Property, but is unable to do so by the end of the twelve (12) month period following notification, and **Lessee** can certify, as defined in the latest version of the "**Leasehold Property Regulations**", that every effort was made to sell the **Lessee's** Real Property, the **Lessor** is then obligated to purchase **Lessee's** Real Property that is not movable as defined by the "**Leasehold Property Regulations**", at fair market value as determined in the next paragraph. **Lessee's** Real Property that is movable must be removed from leasehold property within the said twelve (12) months.
17. **Lessor** has the absolute right, at any time, to terminate this lease, for District purposes, according to paragraph 22. **Lessor** will purchase **Lessee's** Real Property at fair market value, as determined by an appraisal performed by a certified appraiser selected by the **Lessor**. **Lessor** has the option of either purchasing, or providing financial assistance to relocate, **Lessee's** movable Real Property as defined in the latest version of the "**Leasehold Property Regulations**".
18. **Lessee** further agrees hereby, that in the event the **Lessee** shall cease to be a member, attendee, or adherent of the Assemblies of God, or shall cease to conform to the beliefs and/or actions of the Assemblies of God, determination of such conformity or non-conformity to be made by the Executive Presbyters of the **Lessor**, the **Lessor** is authorized to terminate this lease according to paragraph 22.
19. All the covenants herein contained shall bind the parties mutually, and their respective **heirs, executors, administrators, and assigns**. In the event the **heirs, executors, administrators and /or assigns** are not or shall cease to be a member, attendee or adherent of the Assemblies of God, or do not or shall cease to conform to the beliefs and/or actions of the Assemblies of God, determination of such conformity or non-conformity to be made by the Executive Presbyters of the **Lessor**, the **Lessor** is authorized to terminate this lease according to paragraph 22.
20. If the **Lessee** shall fail to abide by the terms of this lease or shall under lease, sub-let or assign without the written consent as above set forth, the **Lessor** may terminate this lease according to paragraph 22.
21. **Lessee** may not sell, transfer or convey any interest in any building or mobile home (**Lessee's** "Real Property") erected or placed upon the leased premises without the prior written consent of the **Lessor**. **Lessor** may grant or withhold such consent in its sole discretion. If **Lessor** grants its consent, **Lessor** shall extend a new lease, identical to the latest lease version in force at that time, to the Purchaser of the **Lessee's** Real Property. Upon the Purchaser acquiring the **Lessee's** Real Property and executing a new lease, this lease shall automatically terminate.
22. This lease terminates, per paragraphs 16, 17, 18, 19 and 20, not later than six (6) months (twelve (12) months for paragraphs 16 & 17) from the date **Lessee** has been notified of lease termination. During this period, **Lessee** must do one of the following: (a) remove **Lessee's** Real Property from the premises, upon which this lease will immediately terminate, or (b) sell **Lessee's** Real Property per paragraph 21, or (c) vacate the premises, upon which this lease will immediately terminate. If **Lessee** vacates the premises per (c) above, or per paragraph 15 above, **Lessor** may take possession of **Lessee's** Real Property which remains on **Lessor's** premises, and use it for **Lessor's** own benefit. If the **Lessor** does take possession of said Real Property, **Lessee** must give **Lessor** sixty (60) days notice prior to removing or selling it. If **Lessee** does none of the foregoing, or if the **Lessee** does not vacate the premises upon termination of the lease per paragraph 15, **Lessor** may expel **Lessee** upon termination of the lease. **Lessor** shall automatically become the owner of any of the **Lessee's** Real Property which **Lessee** does not remove within one year of termination of the lease.
23. **Lessee** further agrees hereby to quit and deliver up the land to the **Lessor** peaceably, quietly and in a neat and presentable manner at lease termination.

Other Terms of this Lease

24. So long as the **Leasehold Property management Committee** remains in effect, and Annual Leaseholder meeting will be conducted. One representative to the LPMC will be elected by a mail in ballot each year. This lease gives the Lessee one vote, individually and collectively, to elect each leaseholder representative to the LPMC. Results of the balloting will announced at the Annual Meeting.
25. The **Lessee** agrees to comply with the entire latest version of the "**Leasehold Property Regulations**". **Lessor**, or its agent the "**Leasehold Property Management Committee**", maintains the right to change and update the "**Leasehold Property Regulations**" as deemed necessary. **Lessee** agrees to comply with these changes or updates in their entirety. If any change in the "**Leasehold Property Regulations**" is deemed unsatisfactory by the **Lessee**, **Lessee** shall have the option to terminate this lease within 90 days of receiving notice of such change. This lease terminates six (6) months after the date **Lessee** has given **Lessor** written notice that Lessee is terminating the lease for this reason. The provisions of paragraph 22 (except the first sentence thereof) shall then apply.

TREE REMOVAL FORM

Purpose for removing tree(s):

Number of trees to be removed _____

- _____ Diseased or dead tree(s)
- _____ Safety
- _____ Construction
- _____ Public utility requirement
- _____ Other

Further Explanation:

Diagram: (Diagram your lot with the location and type of trees to be removed)

Replacement trees: (What trees will replace those being removed?)

Requester: _____
NAME DATE

LPMC Approval: _____
NAME DATE

LEASEHOLDER/LPMC COMMUNICATION FORM
(for inquiries, requests, concerns, and comments)

Dear Leasehold Property Management Committee,

SIGNATURE _____

DATE _____

Response from Leasehold Property Management Committee:

SIGNATURE _____

DATE _____

Statement of Understanding and Compliance

I/we have read this Leasehold Property Regulation document and hereby testify that I/we both understand and will abide by these regulations.

Lessee(s)

Date

CONTACT LIST

Robert Pawlak - Chair

12645 W. Hickory Road

New Berlin, WI 53151

262.782.4871

Email: robertdpawlak@gmail.com

Dan Siebers - Secretary

163 Harmsen Ave.

Waupun, WI 53963

920.324.9741

Email: siebers@charter.net

Rev. Rich Lemberg

PO Box 309

Waupaca, WI 54981

715.258.8118

Email: rich@wnmdag.org

Rev. Mark Kilcoyne

PO Box 309

Waupaca, WI 54981

715.258.8118

Email: mark@wnmdag.org

Rev. Steven Nickel

snick1057@gmail.com

Rev. Todd Falstad

920.858.0156

tfalstad50@gmail.com

Building Codes and Requirements

	Up To 36 Ft Lot	36 Ft To 72 Ft Lot	20,000 Sq Ft Lot
House from Lake	75	75	75
House from Road	Note B	Note B	Note B
House Side Yard Setback	5	10	15
Septic Tank from House	5	5	5
Well from Septic Tank	26	25	25
Well from Drain Field	50	50	50
Attached Garage from House	10	10	10
Unattached Garage from Drain Field	10	10	10
Unattached Garage from Side Lot Line	5	5	7.5
Attached Garage from Side Lot Line	5	5	15
Attached Garage from Drain Field	15	15	15
Garage from Road	10	10	Note A
Shed on Slab from Drain Field	10	10	10
Shed from Side Yard Lot Line	5	5	7.5
Drain field from Side Yard Lot Line	5	5	5
Drain field from other Drain Field	6	6	6

Note A: Garage roadway setback no less than 20 feet from road right-of-way where garage faces the road, and no less than 10 feet where the garage does not face the road.

Note B: Due to various lot lengths, contact Waupaca Zoning Commission for perimeter lot setback from road. Contact WNMD/LPMC for within leaseholder area for lot setback from road.

Building and Parking Codes and Regulations

The leasehold area is governed by three sets of regulations.

- 1. State of Wisconsin-** The state regulates septic systems and impervious surfaces where precipitation is essentially unable to infiltrate into the soil. Waupaca Zoning Commission and WNMD/LPMC are not involved in determining code requirements for septic systems. Requests for variance is considered by the State of Wisconsin.
- 2. Waupaca Zoning Commission-** This board regulates set back codes for lots. The entire leasehold area is considered as one lot. Only the perimeter lot lines, are of interest to them. Request for variance is considered by the Waupaca Zoning Commission for perimeter lots.
- 3. WNMD/LPMC -** The Leasehold Property Regulation Manual controls setback requirements for lots located within the leasehold area. Requests for variance for lots within the leasehold area is considered by WNMD/LPMC.

BYLAWS

Spencer Lake Leasehold Property Management Committee

I. Name

Spencer Lake Leaseholder Community

II. Object

The Spencer Lake Leasehold Community is part of the greater Spencer Lake Christian Center. The purpose of the leasehold land is to buffer Spencer Lake Christian Center from influences which are deemed by the Lessor to be in conflict with Biblical values as the Lessor understands them and interprets them in the Lessor practice of religion. The leasehold community is intended to be a friendly and supportive neighbor to the Spencer Lake Christian Center. It exists to help Spencer Lake Christian Center accomplish its mission of ministry by assisting the Center in its building, maintenance and administrative efforts through their attendance at Center events and donations of labor and finances. These donations are intended to be beyond the payment of lease fees, property taxes and other assessments.

III. Members

The membership shall consist of persons holding a valid lease for land in the Leasehold Community.

IV. Officers

- A. A committee of 6 (six) consisting of three lease holders and three WNMD officials.
- B. Duties: See Leasehold Property Regulations Manual II. B. 1 & 2)
- C. Election of Officers
 - 1. The three leaseholder members of the LPMC shall be elected at the Annual Meeting of the Leaseholder Community.
 - 2. The three WNMD Officials shall be appointed by the District Presbytery.
 - 3. Chairperson: A chairperson shall be elected from among the six committee members at the first meeting following the Annual Leaseholder Meeting.
 - 4. Nominations: Nominations shall be by mail ballot sent to the entire Leasehold Community not later than March 15. Nominating ballots must be returned not later than March 31. To assist in the nomination process a list of leaseholder names shall be included in the mailing.
 - 5. Voting: Voting shall be by mail ballot. Each leaseholder entity shall have 1 (one) vote. Ballots shall be mailed to the Leaseholder Community on or before May 1. Ballots must be returned by mail and received not later than June 1st. The Candidate receiving the highest number of votes for a particular office shall be considered elected. In case of a tie the members present and voting at the Annual Leaseholder Meeting would determine the election. Results of the balloting will be announced at the Annual Meeting.
 - 6. Term of Office: The term of office for the three Leaseholder Members shall be three years with one office expiring each year. The term of office shall commence with the Annual Leaseholder Meeting at the time the results of the election are announced. In the event of a vacancy the unexpired term shall be filled by appointment. Appointment to be made by the remaining LPMC members.

V. Meetings

- A. The Annual Meeting of the Spencer Lake Leasehold Community shall be held at Spencer Lake Christian Center the First Saturday of Family Camp or on any other announced date and/or location.

- B. Notice of the Annual Meeting, including time and location, shall be sent to each leaseholder not later than six (6) weeks prior to said meeting.
- C. Quorum
Members present at any regular or special called meeting shall constitute a Quorum.

VI. Parliamentary Authority

Robert's Rules of Order shall constitute the authority for proper procedure and decorum.

VII. Amendments

These By-laws, dated March 20, 2000, may be amended by the Board of Presbyters. Recommendations may also be made by a majority of the LPMC.