

NAM *Members' Committee*

15 December 2003

"We stand alone and our voice is small. — We stand together and we will be heard." Barbara Mozingo, NAM
web site: <http://www.natlassoc.com> eMail: chmn@natlassoc.com Voice/Fax: (937) 236-2882

CAMPGROUND SCHEME BACKFIRES

(Willow Creek - IL)

Sometimes abused campground members don't get scared or intimidated – they get ANGRY!

The schemes of Willow Creek (IL) owners/operators appear to have backfired when they went after Ron and Murna Lindsey back in June '03. The campground had been closed by the health department a long time ago and very few of the promised services or facilities were available to members. The campground had broken or violated the membership contracts; still, they were demanding more money from people who had purchased them.

Mrs. Lindsey contacted the Illinois Attorney General's office, local news media, NAM, and others to find out what she could do and how to go about it.

After weeks of trying to fight for the members' rights alone, she soon had the support of many who knew exactly what she was trying to do and understood her frustrations and were ready, willing and able to help.

The local newspaper published stories about her efforts and more than 300 members of Willow Creek contacted her to join the effort. They want to stop what they feel is a "Rip-off Scheme" to extract money from them. Some want the attorney for the group to sue the owners/operators for breach of contract, etc., in an effort to recover money they paid for services and facilities that are not available and other causes.

"I realize now that we are not alone.

*Many voices have changed my 'soapbox'
into a platform upon which many can stand.*

*As a group, we have the power
to focus attention on our issues."*

Murna Lindsey

(See "Members Fighting Back" - Page 5)

TAI BANKRUPTCY TRUSTEE OBJECTS TO BANKRUPTCY CLAIMS

The Trustee in the bankruptcy of Thousand Adventures, Mr. Eric Lam, has objected to the individual claims of former members of that camping club. He has not objected, however, to the consolidated claims of those members filed by Mr. Doug Napier, attorney for the class-action lawsuit filed on behalf of those members.

The expected result is that money members are entitled to will be distributed to Mr. Napier and distributed as part of the class-action distribution.

It is not yet clear when Mr. Napier will be able to distribute money he has obtained from his activities on behalf of former TAI members.

CLASS-ACTION NOTICE

The attorney for former TAI members, Mr. Napier, will eventually be mailing notices and checks to people who have registered their memberships with him. Be sure he has your current mail address and phone number so that he can contact you if he needs to or when he mails out the checks. His address is: Mr. Douglas Napier, Napier, Wolf & Napier, 607 8TH St., Ft. Madison, IA 52627, (319) 372-2934

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YOUR DONATIONS HELP WITH OUR WORK

Merry Christmas and Happy New Year

from your friends at NAM

****CUTTTY COMPLAINT** (Continued)

The Consumer Protection lawsuit asks the court to issue temporary and permanent injunctions barring Cutty's Camping Club from engaging in the alleged illegal collection practices, order reimbursement to consumers, and pay a civil penalty not to exceed \$40,000.

NOTE:

Cutty's won the District court ruling but the Attorney General has appealed to the Iowa Supreme Court. The case is pending.

Will the Cutty's members act together to help each other? So far, none of them have stepped forward to lead the effort...

NAM Opinion:

Cutty's apparently expects their members to be obligated to make payments FOR THE REST OF THEIR LIFE! We find that notion to be morally and perhaps legally wrong and absurd. The only reasonable remedy for non-payment of dues should be denial of access to the campground and its services. [Ed.]

**AG Complaint Issues:

- The purchase contracts are ambiguous as to how purchase relates to membership dues. Although the contract states that purchasers of the shares are *eligible* for membership in the Club, and the Declaration of Restrictions states that purchasers become members upon *approval of an application for membership*, each purchaser is assessed membership dues without an application process.
- Some consumers report receiving only sporadic notices of dues over the years, and the Club lacks adequate records to substantiate purported delinquent dues.
- Many consumers who purchased shares nearly twenty years ago have ceased using the campground facilities. "Some have aged, become infirm, moved away, or otherwise become unable to use or enjoy camping at the campground," the suit notes, yet "there is little market for these consumers to sell their shares privately and terminate the financial obligation."
- The Camping Club and Cutty's, Inc., hold *unsold* approximately 40% of the shares (1200 of 3000). Because the Club and Cutty's, Inc., hold so many unsold shares - for which no membership or dues assessments accrue - "a relatively small group of consumers must absorb all of the operational and maintenance costs."
- Membership dues -- which have increased approximately 400 per cent since the shares were sold originally -- realistically have become a lifetime obligation. The Camping Club and Cutty's, Inc., continue to hold the unsold shares and have made no effort to sell additional new membership shares since about 1986-88 policies which have made consumers' shares "virtually unmarketable" for sale to others.
- The Club relies on the statute of limitations applicable under property law to pursue the members for dues that are long in arrears, even though the "1/3000th interest" in the campground property sold to consumers does not convey rights normally associated with property ownership. Members do not own any specific campsite, don't have guaranteed access to any specific site, cannot reserve a specific site, are limited to 14-day usage, and must spend at least 6 hours of every 24-hour period with their recreational vehicle.

THE POSITIVE SIDE OF LIFE

- Happiness comes through doors you didn't even know you left open.
- Most of us go to our grave with our music still inside of us.
- If Wal-Mart is lowering prices every day, how come nothing is free yet?
- You may be only one person in the world, but you may also be the world to one person.
- Some mistakes are too much fun to only make once.
- A truly happy person is one who can enjoy the scenery on a detour.
- A "balanced diet" is a cookie in each hand (NOT)

**“SPECIAL NOTICE”
TO FORMER MEMBERS OF THOUSAND ADVENTURES (TAI)**

NO ONE, not Travel America, not All Seasons, nor any one else has the right to demand money from you because of your TAI contract! There. We’ve said it.

1. None of these organizations have the ability or the intention to honor all of the provisions of your TAI contract.
2. No authority, State, Federal, etc., has given them the authority to modify the provisions of your contract without your permission. [NOTE: except for the defunct “Resale” provision of the “Thousand Adventures of Ohio”.]
3. You are not required to pay dues, maintenance fees, contract payments, etc. based solely on the existence of your defunct TAI contract.
4. If you continue to use Travel America (etc.) camping facilities, however, you must pay the fees and obey the rules associated with that usage. (NOTE: Not Travel America, All Seasons, nor any one else has ever acquired the right to collect contract payments on any of the defunct TAI contracts. Several lawsuits have been won and several more are pending to recover money extracted from former TAI members in this way.

FOR THOSE OF YOU WHO ARE USING TRAVEL AMERICA FACILITIES: You have a right to demand a written statement of all of your rights and their obligations (e.g. a written agreement with “Travel America”). If they fail to provide such a statement in a reasonable time – you would probably be foolish to continue to send them money or use their facilities.

So there it is in a nutshell. Now what if they still try to extract money from you that you don’t owe them?

ANY local attorney should be able to make them leave you alone and stop their harassment. A GOOD attorney might sue them to recover any money you have already paid and for punitive damages.

Continue to file your complaints with your own Attorney General and/or with NAM. If we get your complaint we will do what we can to get it to the appropriate authorities and end the abusive and coercive practices of these and other companies.

Dan Hopper, Chmn

NAM

**ATTORNEY GENERAL SUES CUTTY’S CAMPING CLUB.
ALLEGES UNFAIR PRACTICES IN COLLECTION OF “MEMBERSHIP DUES”**

(Newspaper article provided by an Iowa NAM member)

DES MOINES, IA. The Iowa Attorney General’s Office filed a consumer protection lawsuit alleging that Cutty’s Des Moines Camping Club, Inc., is violating the Iowa Consumer Fraud Act in its efforts to collect membership dues dating back up to 15 years and totaling up to \$4,000 for some consumers.

The lawsuit, filed in Polk County District Court, alleges that collection efforts by Cutty’s Camping Club constitute an unfair practice under Iowa law. According to the suit the Club has launched collection actions to collect purportedly past due amounts of up to \$4000 from individual consumers, which represents as much as 12 to 15 years of uncollected dues - even though many consumers have ceased using the campground and Cutty’s policies have made membership shares “virtually unmarketable” for sale to other consumers.

The Attorney General’s lawsuit alleges the collection efforts constitute an unfair practice based on several facts alleged in the petition, including:

***See the complaint specifics on page 2. (Cutty Complaint)*

BOGUS RESALE OFFERS

(Extracted from the US Navy Wire Service)

Beware of people who offer to help you sell your campground membership, timeshare, recreational real estate or undeveloped property, for an advance fee. Most of these resale programs are scams.

Maryland Consumer Protection Division has heard from other states about bogus resale offers and recently was informed that such con artists are contacting local consumers. Typically, consumers receive phone calls or mailings from companies offering to sell their memberships, timeshares and recreational property, and asking for deposits or advance fees ranging from \$225 to \$1,600. If these companies really had the buyers they claim, they wouldn't need to collect an advance fee from consumers because they would have no problem brokering the sale. If someone contacts you, offering to resell your campground membership, timeshare, recreational property or undeveloped property, take some precautions:

- Never pay an advance fee.
- Try to find a company that offers to take a fee only after the sale is executed. If there is truly a resale market, such arrangements should be possible.
- Never submit to pressure to make a quick decision. Legitimate businesses don't expect people to make important decisions on the spot.
- Get references from consumers who have used the company's services.
- Call the Consumer Protection Division to see if any complaints have been filed against the company.

CAN'T FAIL HOLIDAY PUMPKIN PIE

(No pumpkin, no sugar, no crust)

I like to cook. It's fun – I just don't like recipes! I fully expect that someday one of my 'inventions' will result in a new form of plastic or a perpetual energy source. Still, I have about an 85% success rate. People usually tell me (and others) that my stuff tastes pretty good, until I tell what the ingredients are.

Here's one for diabetics and weight watchers...

Guidelines...

1 medium butternut squash

1. Cut it in half
2. Place it face down in the oven or microwave
3. Cook it until it is tender.
4. Set it aside to cool.

An 8 or 9 inch deep pie pan (I like the glass ones).

1. Spray the inside with non-stick spray.
2. Coat the inside with cornmeal.
3. Reserve the left-over cornmeal.

Remove the meat from the squash with a spoon and place it in a mixing bowl. Mix just a little bit.

Mix in 1 teaspoon each of cinnamon, dry ginger, and nutmeg and the left over cornmeal. You can also add a teaspoon of pumpkin pie spice if you like it spicy.

Add "Splenda" sugar substitute to taste. I start out with 8-12 packets, taste, and then add more until it tastes sweet enough. THEN ADD 4 EXTRA PACKETS

– we're not finished adding ingredients.

Now mix in 2 tablespoons all-purpose flour, then 2 eggs.

Add (skim) milk until you have the consistency of a thick pudding.

Add some raisins if you want. I use a couple of big fists full.

Pour mixture into the pie pan, top with a lot of pecans. I also place pecans down the sides of the pie pan around the edge of the pie. NOTE: don't mix the nuts in with the raisins – they won't taste good.

Bake in a 325° oven for about 30-45 minutes or until the top and sides brown.

Let it cool, cut and serve with light or low calorie whipped topping.

MEMBERS FIGHTING BACK

(Continued from Page 1)

“What a relief it is to know that I am heading in the right direction.” She said. “We’ve come a long way in the few months since I began.

- *We will be having our first informational meeting in a few weeks.*
- *The Illinois Attorney Generals’ office is vigorously investigating our complaints.*
- *I have the support of fellow members and NAM. And*
- *I have learned a great deal about our rights as members.*

I realize now that we are not alone.

Many voices have changed my ‘soapbox’ into a platform upon which many can stand.

We have the power to focus attention on our issues.

Members have rights and together we can make a change for the better!

Our issues with the resort/campground are very important to us. I’m working on setting up our meetings where we can voice our opinions, lay out our issues and decide what we will do to resolve our complaints.

It is important to note that there are many people in this same boat. We feel as we’ve been scammed and it’s time we do something about it.

Lifetime or perpetual membership contracts seem to be one-sided. Most of the provisions focus on the owners/sellers rights. There is too little protection for the member/purchaser.

The bigger picture, once we get our issues organized, is that we need to advocate for change in legislation that will protect future members.

This is just the beginning of a journey that can lead to a change in the legislation that regulates campground memberships state by state.”

Murna Lindsey, Illinois Chairperson
National Association for Members

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Editor’s note: Mrs. Lindsey impressed the Board at the annual NAM Board Meeting in Goshen, IN this year when she described her efforts to help campground members in her state (IL). She was appointed and accepted the position of Chairperson for the Illinois Chapter of NAM.

MY SPECIAL REQUEST

to all who read this...

Please pray with me this holiday season, that I have the courage and ability to help those in need. Pray that each day I find new ways to make this world a better place, to help those around me find peace, happiness, security, and strength. Pray that God will help me understand that I am not alone in my joy, in my sorrow, nor especially in times of need; that all things happen in God’s time and for His purpose. Please pray this for me - I need your prayers. It is my prayer for you..

Dan

BEWARE OF RESALE SCHEMES

NAM has received at least 2-dozen questions and complaints about campground membership resale schemes.

Some campground members have decided that they no longer wish to be a member. They want to sell their membership contract with the hope that they can recover at least some of their “investment”.

Our position is that any “HONEST” organization that wants you to pay them to sell your membership, will take their fee out of the proceeds of the sale. Never give the scam artists money up-front!

Too often we get reports that companies take up-front money, even offer written guarantees, then never sell the membership.

We are considering the establishing of a web site where campground members can list their membership for sale. If we decide to do this – there will be NO FEE, neither before nor after the sale. It would be provided as a public service.

Let us know your thoughts on this issue.

NEW NAM INITIATIVE?

NAM is considering a new service on our web site where any campground member can list their contract for sale at no cost. This would be provided as a public service alternative to the growing threat of the resale schemers.

If enough of you tell us you think we should do this - we’ll give it a try.

NEWSLETTER SCHEDULE

NAM plans to publish the newsletter on a quarterly basis effective with this issue. We will publish in

March, June, September, *December

This new schedule is expected to help us plan our activities better and keep you better informed.

I CHALLENGE YOU TO:

Every time you stop at a campground - make or buy some cookies, gift wrap them, and deliver them to the RV on each side of your camper.

OK - so you're not camping this winter
- you still have neighbors!

LOOK AT THE NAM WEB SITE

Even if you don't have a computer!

Everyone has access to the NAM web site
- even if they don't own a computer.

How do you look at the NAM web site if you don't have a computer or you are away from your computer?

The easiest way is to go to a public library. Most of them have computers that are available for public use. You can even ask the librarian to help you if you're not sure how to do it.

Our web site is at:

<http://www.natlassoc.com>

(The librarian will need to know that if they are to help you.)

WHAT IS THE NATIONAL ASSOCIATION FOR MEMBERS (NAM)?

NAM was organized to advocate for ALL people who use campground resorts, condominiums, and timeshares. We want to stabilize and improve the rights members should have in their contracts. Many of us, speaking with one voice can make things change for the better. NAM is that voice. We will work with government agencies, campground resort owners/developers, and others to stabilize, improve, and enforce the rights you get in your contract.

There is no fee for our newsletters nor any service we provide. We do, however, depend on donations from people who believe in what we are doing to help with our expenses. We are registered with the government as a nonprofit organization and your donations are tax deductible.

You can help. Join the NAM — Make a Difference.

Send us the following information, it will not be provided to any non-government organization and will not be used for commercial purposes by anyone.

Note: NAM may "not" obligate you in any way to pay money for any purpose without your explicit consent.

Name: _____

Street Address: _____

City: _____

State: _____ Zip: _____

email address: _____

Phone: (_____) _____ - _____

I am interested in supporting the NAM. I want to:

- Receive the NAM newsletter.
- Reproduce/distribute my copy of the newsletter.
- Make a donation to support NAM activities.

I am enclosing a check for \$ _____

Report on issues related to RV campers

We also want your comments and suggestions.

Please send them to us at:

NAM
4740 Silver Oak Street
Dayton, OH 45424-4650

Thank you,
Dan Hopper, Chmn

GET IN TOUCH WITH US:

INTERNET SITE: <http://www.natlassoc.com>

eMail Address: chmn@natlassoc.com

Voice Nr: (937) 236-2882

GET THE NEWSLETTER: (There is no cost to you.)

Send us 5 or 6 Self-addressed, Stamped, size #10 (Business Size) Envelopes to:

Treasurer, Members' Committee (NAM)

4740 Silver Oak Street

Dayton, Ohio 45424-4650

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