

SKP#

LOT#

Date :

Time:

SKP KOFA KO-OP RETREAT INC

3750 E County 17th Street

Yuma, AZ 85365

928-344-0645

MEMBERSHIP-LEASEHOLD AGREEMENT

This Membership-Leasehold Agreement ("Agreement") made _____, (the "Effective Date"), by and between SKP KOFA KO-OP Retreat, Inc., ("KOFA KO-OP") an Arizona non-profit corporation, 3750 East County 17th Street, Yuma, Arizona 85365 and

(collectively "Member").

KOFA KO-OP owns and operates a 55+ age restricted private recreational vehicle park (the "Park") at 3750 East County 17th Street, Yuma County, Arizona for the express benefit of its members. Only members of KOFA KO-OP, or Escapees RV Club, may occupy a Lot within the Park. Applicant desires to become a member of KOFA KO-OP and to lease a lot at the Park from KOFA KO-OP pursuant to the terms and conditions of this Agreement:

1. Membership: KOFA KO-OP hereby establishes Member with Membership in KOFA KO-OP upon the payment of the Initial Assessment. Member agrees to become a member of KOFA KO-OP and to comply with KOFA KO-OP's Articles of Incorporation, Bylaws, Rules and Regulations as may be amended from time to time.

2. Term: The term of this Agreement and Lot Lease shall commence upon payment of the Initial Assessment.

3. Assessments and Fees: Member agrees to pay KOFA KO-OP an Initial Assessment of Six Thousand Three Hundred Forty Two Dollars and 64 cents (\$6,342.64) for this Agreement, the receipt of which is acknowledged, KOFA KO OP member covenants and agrees to pay, any and all future regular assessments and fees, from time to time levied on the Lots within the Park by KOFA KO-OanyP for the operation, maintenance, development and improvement of the Park. All assessments and fees shall be paid in full by Member to KOFA KO-OP not later than thirty (30) days after each Annual Membership Meeting at such place as KOFA KO-OP may notify Member in writing., Any assessments and fees not paid within 15 days of the due date shall then be subject to a late fee to equal the greater of \$15, or 10% of the assessment and fees then due.

4. Lot Lease: KOFA KO-OP leases to Member Lot (the "Lot") within the Park for the parking of Member's recreational vehicle and the placement or installation of such improvements as authorized by KOFA KO-OP's Rules and Regulations.

5. Use of Lot:

A. The Lot shall be used only for the parking of a recreational vehicle, the reasonable occupancy thereof and maintaining such improvements on the Lot incidental to Member's use of the Lot.

B. Only a Member shall occupy the Lot.

C. Occupancy of the Lot shall not exceed two (2) persons, with one being 55 years of age or older.

D. Member's use and enjoyment of the Park and Lot shall be in compliance with the Articles of Incorporation, Bylaws, Rules and Regulations of KOFA KO-OP now in effect, and from time to time adopted or amended, and all local state and federal laws, regulations and ordinances. Member shall not use the Lot in any manner that may violate any operating permit for KOFA KO-OP or its' insurance coverage.

E. No Lot, or any portion of the Park, shall be used for any occupation, business or commercial activity where any customer, client, patient or invitee is provided goods or services at the Lot or within the Park. Any occupation or business conducted upon any Lot shall be "self-contained" within the Member's recreational vehicle or transferrable residential unit and not visible or otherwise noticeable to any other Member. No business signage shall be placed upon any Lot or within the Park for any occupation or business upon any Lot. Business signage placed on vehicles shall be allowed.

6. Member Representations: Member hereby represents and warrants to KOFA KO-OP the following:
- A. At least one (1) Member is (55) years of age or older (proof by valid I.D. required), and that the household contains two (2), or fewer persons
 - B. Member is a member in good standing of the Escapees RV Club.
 - C. Member has received, read, understands and agrees to comply with the Articles of Incorporation, Bylaws and Rules and Regulations of KOFA KO-OP.
 - D. KOFA KO-OP encourages and expects you to volunteer your time and talent for the maintenance and betterment of the Park.
7. Use of Facilities: Member shall have the non-exclusive use with other KOFA CO-OP and Escapees RV Club members of Park common areas, recreational areas and improvements, subject to the Rules and Regulations.
8. Utilities: Member shall timely pay for all utilities used on the Member's Lot. The utility costs shall be paid in full by the Member directly to KOFA KO-OP no later than 30 days from Member's receipt of an invoice for utilities. Failure to pay within the prescribed time will result in an additional late fee of \$10.00 per month until utilities are paid in full.
9. No Assignment or Subletting: Member shall not assign, transfer or sublet their Membership interest, rights upon this Agreement or Lot, or any part thereof, except to the Park under a share rental agreement with an Escapees RV Club member. Member may reassign the Membership to KOFA KO-OP in a transfer or termination procedure.
10. RV Movement: Member shall have the right to move or remove their Recreational Vehicle at any time, but shall not exchange Lots within the Park, except with KOFA KO-OP's advance written approval. KOFA KO-OP reserves the right to temporarily relocate Member to another Lot, as necessary for maintenance, repair or safety of the Lot or Park.
11. Personal Property: The Recreational Vehicle placed upon the Lot by Member is Members' personal property. Any improvements made by Member to a Lot, except pads and other permanent improvements firmly affixed to the Lot, shall be considered the personal property of the Member. KOFA KO-OP disclaims any right, title or interest in any Member improvements.
12. Use of Streets and Common Areas: KOFA KO-OP reserves the right, for safety and traffic control on Park streets and common areas, to restrict or limit the use of said streets and common areas. Member agrees to comply with the Rules and Regulations for use of Park streets and common areas as adopted by KOFA KO-OP.
13. Rules and Regulations: Member agrees to comply with all Rules and Regulations adopted by KOFA KO-OP through either its Board of Directors, or the Membership, which shall be part of this Agreement. KOFA KO-OP reserves the right to amend such Rules and Regulations, from time to time, with such changes to take effect thirty (30) days after written notice of an amendment is delivered or mailed to Member.
14. Lot Maintenance. Members shall maintain Lot in good and reasonable condition and repair in similar condition to other Lots within the Park, and will not commit or permit any waste thereon.
15. Taxes and Insurance: Members shall pay all personal property taxes assessed upon Member's Recreational Vehicle or other improvements placed upon the Lot.
16. Insurance Coverage: KOFA KO-OP shall maintain a policy/ies of general liability and casualty loss (fire, storm, wind, etc.,) insurance coverage for KOFA KO-OP as determined by its Board of Directors insuring KOFA KO-OP and the Park improvements. **Such insurance shall not cover Member's Recreational Vehicle or Lot improvements.** Member shall be responsible to obtain and maintain at all times a policy of general liability and casualty insurance coverage upon the LOT for no less than \$10,000.00 per occurrence/\$30,000.00 aggregate coverage and an amount of casualty loss for Member's recreational vehicle and Lot improvements as determined by Member.
17. Waiver: Any waiver of a, breach term, condition or covenant of this Agreement, by either party, shall be limited to the particular instance, and shall not be deemed to waive past, or future, breaches of the same, or other terms, conditions or covenants of the Agreement.
18. Termination and Redelivery: The Term shall terminate upon: i) the death of the surviving Member; ii) by voluntary termination of this Agreement by the Member; iii) by action of KOFA KO-OP's Board of Directors pursuant to the Bylaws;

