## SKP KOFA KO-OP RETREAT, INC. 3750 East County 17<sup>th</sup> St. Yuma, AZ 85365

## **MEMBERSHIP REGULATIONS**

## **NOTICE:** Applicable landlord – tenant law

Under Arizona State law, KOFA KO-OP and its members are considered "landlord" and "tenants" respectively. The park's landlord – tenant relationship is governed by the **Arizona Recreational Vehicle Long-Tern Rental Space Act [A.R.S. Title 33, Ch. 19**], which regulates the rental or lease of space in an RV park by the same resident for more than 180 days. A current copy of the Act is available in the park office.

Park bylaws / rules / regulations are intended to conform to the Act. Park documents take precedence unless the Act conflicts with a bylaw / rule / regulation.

## 1. Awnings

Soft awnings may be attached to the RV, soft screened and securely anchored. Aluminum awnings attached to an RV or shed, commercially constructed, professionally installed, held up by metal poles and securely fastened in concrete in accordance with county regulations will be allowed. These awnings will be personal property and will not be listed in KO-OP lot inventory but must be negotiated separately. (Reinstated by Board action 1/14/02.)

## 2. Clotheslines

Members may use an umbrella-style clothesline or one mounted on the RV or shed.

#### 3. Coverage

Under-roof lot coverage is limited to fifty percent (50%). Ten percent (10%) may be used for planting and the balance of the sand shall be covered.

## 4. Fire Hose

Members must have a fifty (50) foot (minimum) serviceable hose attached to the water faucet at all time.

#### 5. Mail

Limited to one forwarding address on file.

#### 6. Maintenance

A member must remove all weeds, flowers and other vegetation which will not, when unattended, survive the hot summer. Lots that are not maintained by the member will be maintained by the Manager and the member will be charged.

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# Membership Regulations (continued)

## 7. Moving

Member must move his/her RV upon request from the Manager when an emergency situation arises.

#### 8. Infractions

- (1) Violation of RV parking rules: \$15.00 per day until corrected;
- (2) Failure to pay electric bills within 30 days from billing: \$10.00 per month;
- (3) a. Failure to pay the annual operating fees by March 31<sup>st</sup> of each calendar year: \$25.00 plus 18% late charge per year until paid;
  - b. Failure to pay assessments within 30 days of assessment: \$25.00 plus 18% late charge per year until paid;
- (4) Fines and/or fees for all other violations relating to noncompliance with Corporate Bylaws, Leasehold Agreement, Board of Directors operating/management decisions, Membership Park Rules, Membership Regulations and/or Articles of Incorporation, shall be as determined by the Board of Directors.

## 9. Payments

- (1) Operating fees must be paid no later than March 31<sup>st</sup> of each calendar year. Assessments must be paid within 30 days of assessment.
- (2) Other fees and fines must be paid within ten (10) days, or before if leaving KOFA KO-OP.
- (3) Unpaid penalties will be added to the annual fee of the violator.
- (4) All outstanding fees and assessments must be paid at the office of SKP KOFA KO-OP Retreat, Inc. before a leasehold is offered for trade or sale.

## 10. Rental Pool

Members must sign a Rental Pool Agreement each time they wish to participate in the Rental Pool program. They must notify Manager seven (7) days prior to canceling the agreement.

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