

## Lot Transfer Guidelines

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#### **I. Lot Transfer Committee (LTC) Restrictions**

*Any reimbursement for personal travel mileage or expenses must be approved in advance by the Board of Directors.*

*The budget for LTC is set at Five Hundred Dollars (\$500). Any amount over that will need Board approval. This includes purchases with cash expenditures from petty cash. IF NOT APPROVED in writing beforehand, the LTC member WILL NOT be reimbursed.*

*The Lot Transfer Season begins after the first Board Meeting in November, and ends March 15th. However, the LTC may continue to do business in April (to close out the season) and during the month of October (to prepare for the oncoming season).*

*To avoid any perception of favoritism by a Member of the Lot Transfer Committee, the*

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*Committee Member must recuse themselves of involvement in transactions involving family members.*

### **II. Definitions**

- A. Bare Lot** - A rentable area within the Park that has no fixed or permanent living quarters. The lot may have approved fixed improvements such as, but not limited to, a shed, free standing shade structures, and concrete slabs.
- B. Park Model, et al** - refer to Sections M and N in the Lot Development Guidelines regarding Transferable Residential Units.

### **III. Waiting List Procedures**

#### **A. Application to Waiting List**

Application for placement on the Waiting List is made through the KOFA Office. Before taking any application, the manager will verify that the applicants have been a guest at KOFA KO-OP. After March 1, 2025, all applicants, including family members or significant others, asking to join the Waiting List must take a tour of KOFA KO-OP, no matter the number of times they have been a guest at KOFA KO-OP. A maximum of two (2) names are allowed on the application for the Waiting List. The applicant is informed there is no age limit for getting on the Waiting List, but one of the applicants must be fifty-five years or older to become a leaseholder. The date posted by the Office will become the date used in determining the Waiting List Seniority.

The KOFA Office may take an application at any time during normal business hours – October thru April. There will be no applications during the summer months.

#### **Office intake responsibilities:**

- Verify Visitation Requirement
- Waiting List application is completely filled out and signed by applicant(s).
- Make a copy of driver's license or picture ID showing date of birth.
- Have current SKP card or validation.
- Collect a fee of One thousand Dollars (\$1,000.00), which is refundable, plus Thirty Dollars (\$30.00) if a U.S. resident, or Forty Dollars (\$40.00) if from Canada. This latter fee is for administrative purposes and is not refundable. Make 2 copies of the Check(s), one for the Office files and one for the Lot Transfer Files.
- A letter of Designation of Beneficiary is to be signed upon payment of the One Thousand Dollars (\$1,000.00).

#### **LTC Intake Process:**

A copy of all these documents and receipts, noting date and time of application, is forwarded to the LTC where the data is entered into the LTC computer. The original documents are stapled together and filed in the Waiting List binders. The date posted by the Office will become the date used in determining the Waiting List Seniority. If the applicant has not reached the age of Fifty-five (55), an asterisk (\*) will be placed by their name which indicates they are not eligible to obtain a lot.



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The LTC will then send a letter to the applicant to:

- Acknowledge participation in the program
- Advise them that they will receive an annual update letter indicating their position on the Waiting List.

### **B. LTC Notifications:**

#### **1. Yearly Notifications;**

Once a year, at the end of March, a letter is sent out to **all** applicants on the Waiting List. This is to inform them of their numerical position on the KOFA Waiting List.

#### **2. Top Ten (10) Notification;**

When the applicant reaches the top Ten (10) on the Waiting List, the LTC will verify they are paid-up members with National Escapees at [www.escapees.com/membershipverification](http://www.escapees.com/membershipverification).

At number Ten (#10) on the list, the LTC will send a notification letter to the applicant stating their position on the Waiting List. This letter also informs them of their responsibility to give the LTC a weekly call to verify an active callback phone number where they can be reached. This weekly check-in should be on Mondays or Thursdays at 1:00 P.M. (MST). If the requested time cannot be accommodated, then please leave a message.

As part of this #10 notification letter, the LTC will also include a copy of the Leasehold Agreement, bank wire transfer information, KOFA map and CO-OP Membership Park information for their review and consideration. Also, to remain on the Waiting List, applicants will be required to make an additional Earnest Money deposit of \$1,000 (US) payable to KOFA KO-OP by check or Wire Transfer. If the applicant will be added to an existing lease, there is no need for an additional \$1,000 (US) Earnest Money. This payment must be received within 30 days of the date of the #10 letter. Contact the KOFA Office at 928 344-0645 for additional handling procedures.

#### **3. Number One (#1) Notification:**

When the applicant reaches number One (#1) on the Waiting List, the LTC will verify they are paid-up members with National Escapees at [www.escapees.com/membershipverification](http://www.escapees.com/membershipverification).

When the applicant becomes number One (#1) on the list, the LTC will attempt to contact the applicant or their designated representative and advise them of the bare lot availability. The LTC will provide an estimate of purchase costs including basic lot cost, improvements, pro-rated annual Membership fees and transfer fees.

If the applicant has not reached the age of Fifty-five (55), they will not be offered a lease, and any available lot will be offered to the next applicant on the list. When they reach age fifty-five (55), they will automatically be considered for the first available lot.

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### 4. Lot Refusals:

The primary means of initial contact by the LTC is by telephone. The applicant has the right of two (2) refusals but must take the third (#3) offer or they will be moved to the bottom of the list. A non-answered phone and/or a voice message left by the LTC, is considered an offer. If not answered by 2:00 P.M. MST the next LTC business day, it is considered a refusal. Each available lot is considered a refusal. The LTC documents all attempts to contact the applicant.

### C. Removal from Waiting List

Any person or persons who wish to be removed from the Waiting List will be asked to do so in writing or by email. When a name is removed from the Waiting List, their computer record is updated and the hard copy record is pulled from the Waiting List file and placed in the Dropped file. The reason and date of removal will be documented. The office will be notified of the termination so their deposit and any additional Earnest Monies can be returned. The Office will make a copy of the check and send it to LTC where it will be placed in the applicant's Dropped File. Normal requests will be processed during the standard Lot Transfer season. Requests during the summer months will not be processed by the LTC; however, any requests received out of season will be handled as office staff is available to make a refund. The Office will document the transaction and the LTC will update the master record when the LTC is re-opened.

To remain on the Waiting List, National Escapees RV Club dues must be current. Failure to keep their dues current will result in the removal from the Waiting List and the refund of the initial \$1,000 deposit and any additional Earnest Monies.

## IV. Lot Transfers and Lot Leases

### A. Overview: All Sales, Transfers, and Lot Swaps:

#### 1. General Overview

All transfers and sales, regardless of type, will have the following requirements:

- Inspections: All lot transfers of any type will be required to have each lot involved in the transaction inspected by the Lot Evaluation Committee, and unless "Grandfathered" by previous transfers, be brought up to KOFA standards prior to the release of the lots. Deficiencies must be fixed prior to the exchange. All property must be in usable condition. "Out of Compliance" or "As Is" transfers will not be permitted without Board Approval.

- Fees: The Park will be paid a Transfer fee for the documentation of all exchanges. A transfer fee of Fifty (\$50) Dollars per lot is included in the transaction total. Unless one person agrees to pay both fees, each leaseholder is to pay the Fifty (\$50) Dollars transfer fee.

- Membership fees: The year-to-date prorated adjustment must be paid by the buyer.

#### 2. Sale of Park Models - Overview.

Due to processing time restrictions, any Park Model unit put up for disposition after March 1<sup>st</sup> can only be completed by prearranged sales.



## Lot Transfer Guidelines

As previously defined, KOFA has two basic types of leased lots, 1) bare lots with or without fixed improvements, and 2) lots that have been designated as livable "Park Models". The transfer or acquisition of these leases is similar, but the detailed process varies depending if;

- a) the lots are being traded (swapped)
- b) one of the members is leaving the Park
- c) one of the parties is transferring from the Waiting List.

Per KOFA Bylaws Section 3.3.G.2 - *"Any member shall have the right to enter into an agreement for exchange of his/her lot with any other member. Such an exchange shall not create any rights to the other members; however, the KO-OP shall be paid its reasonable expenses for documentation of the exchange."* As this exchange is between existing individual leaseholders, the lot does not become "available" as referenced in Section.3.3.G.1, thus the transaction is not posted on the Clubhouse bulletin board.

Before a Park Model is sold, the leaseholder will sign and date an "Intent to Dispose of Permanent Unit or Structure" form authorizing the LTC to have the lot evaluated and inspected to ensure all code requirements are met.

A Park Model is considered "Personal Property", and within the criteria as stated in this document, the Seller has the right to sell their Park Model to any qualified buyer of their choosing, and when applicable, this private exchange concept is also expanded to include qualified Waiting List Applicants - #25 or below. See the following individual topics for detailed procedures.

All financial transactions pertaining to the Park Model, and any other personal property items, are strictly between the buyer and seller, KOFA KO-OP has no fiduciary responsibilities or input. This would include transfer and/or disposition of the Park Models, and any other private property on the lot.

### **B. Types of Transfers:**

#### **1. Lot Swaps - Members Only**

##### **a. Bare Lot to Bare Lot:**

After mutual agreements are in place, the leaseholders will notify Lot Transfer of the intended swap. Lot Transfer will then contact Lot Evaluation to have the lots evaluated and documented for compliance. Each leaseholder requesting the swap receives only the difference between the value of his lot and the one he is purchasing. Transfer fees will be applied. The balance-due check for the difference between the lots and the two transfer fee checks must be written to KOFA KO-OP and the KO-OP will issue a check to the seller of the more expensive lot.

##### **b. Park Model with Another Members's Bare Lot:**

After mutual agreements are in place, the leaseholders will notify Lot Transfer of the intended sale/swap. Lot Transfer will then contact Lot Evaluation to have the lots evaluated and documented for compliance. Each leaseholder requesting the swap receives only the difference between the value of his lot and the one he is

## **Lot Transfer Guidelines**

purchasing. KOFA Transfer fees will be applied. The balance-due check for the difference between the lots and the two transfer fee checks must be written to KOFA KO-OP, and the KO-OP will issue a check to the seller of the more expensive lot.

As stated in the "Overview", KOFA has no involvement in the financial transactions pertaining to the Park Models.

### **c. Park Model to Park Model:**

After mutual agreements are in place, the leaseholders will notify Lot Transfer of the intended sale/swap. Lot Transfer will then contact Lot Evaluation to have the lots evaluated and documented for compliance. Each leaseholder requesting the swap receives only the difference between the value of his lot and the one he is purchasing. KOFA Transfer fees will be applied. The balance-due check for the difference between the lots and the two transfer fee checks must be written to KOFA KO-OP, and the KO-OP will issue a check to the seller of the more expensive lot.

As stated in the "Overview", KOFA has no involvement in the financial transactions pertaining to the Park Models.

## **2. Membership Terminations**

### **Overview:**

The following procedures are applicable to all transactions where the Seller terminates their Lease and leaves the Park. The seller will receive a check from KOFA for the assessed value of the lot. The buyer will pay KOFA the assessed value of the lot, a Transfer Fee, and the prorated Membership fees.

All financial transactions pertaining to the Park Model, and any other personal property items, are strictly between the buyer and seller, KOFA KO-OP has no fiduciary responsibilities or input. This would include transfer and/or disposition of the Park Model and any other private property on the lot. At the request of the parties involved, the LTC may or may not make public announcements or publish any notices of the transaction.

The terminating Member will provide the LTC with:

- A membership leasehold agreement signed in the last section releasing the lot for resale. If the original leasehold has been misplaced or is missing, the member may request a Lost Leasehold Agreement Form which may be used in lieu of the original leasehold agreement.
- The member must also state the date they wish to vacate the lot, not to exceed thirty (30) days. Any exceptions need to be approved by the Board.
- When a leasehold is terminated by two persons, both persons must sign the release.
- When the request is in order, the LTC will give the Lot Evaluation committee



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the proper forms: Lot Evaluation form, Maintenance Evaluation form, and Lot Development form. If the committees determine the lot is not in compliance with the park standards and additional work needs to be accomplished, the work must be completed by the seller before the lot can be posted for sale.

- After the lot has been evaluated by all committees, the forms must be signed by a member of each committee confirming the lot is in compliance with the Park Guidelines. The evaluation can be signed by the current owner stating they accept this evaluation or they may accept via telephone when contacted by the Lot Evaluation Committee. The LTC will check with the office to verify there are no outstanding assessments or other liabilities. All delinquencies must be paid to the KOFA Office prior to the sale, or the monies will be deducted from the seller's proceeds.

- When the leaseholder leaves the park, they are paid in full for their lot, or they will provide the Office an address where they wish their check to be mailed. A copy of the check is kept on file.

### **a. Lot on Hold per Board Request**

At the request of the Board, a Member can terminate their Membership and return their lot to the Park without any transfers to existing Members or Waiting List Applicants. The terminating Member will be paid in full for their basic lot, and any remuneration for structures will be on a case-by-case basis as negotiated by the Board.

### **b. Bare Lot.**

If the exiting Member has a Bare lot, the LTC will then post a notice on the bulletin board in the East lobby, indicating to the members that a lot is available for transfer to any current member of the Park. This notice lists the Lot Number and total value of Lot - basic membership value, improvements and transfer fee. The notice is posted for Seventy-two (72) hours. A member may initiate a request for that lot to the LTC within this period. Membership seniority only applies when a bare lot is posted to the membership. The transfer fee is exempt for the leaseholder leaving the park.

### **c. Park Model - Private Sale to Qualified Individuals.**

A Park Model and any physically attached structures are considered "Personal Property", and within the criteria as stated in this document, the Seller has the right to sell their unit to any qualified buyer of their choosing. As defined previously, a "qualified" buyer is to be considered an existing Member of the Park, or to a Waiting List Applicant who is number 25, or below on the Park's Waiting List.

As this sale is between existing individual qualified parties, no lot becomes "available" as referenced in Section.3.3.G.1, thus the transaction is not posted on the Clubhouse bulletin board.

After mutual agreements are in place, the leaseholder will notify Lot Transfer of the intended sale. Lot Transfer will then contact Lot Evaluation to have the lot evaluated

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and documented for compliance.

All financial transactions pertaining to the Park Model and any other personal property item are strictly between the buyer and seller, KOFA KO-OP has no fiduciary responsibilities or input. This would include transfer and/or disposition of the Park Model or structure and any other private property on the lot.

**d. Park Model to existing Members.**

If the Park Model and attached structures are not sold privately (as stated above), then per Bylaws Section 3.3.G.1, the lot becomes "available" and the LTC will assist in the selling of the unit.

Lot Transfer will then contact Lot Evaluation to have the lot evaluated and documented for compliance. An "Intent to Sell Flyer" will be posted on the Clubhouse East Foyer bulletin board for 72 hrs. This process allows existing leaseholders the opportunity to review, and consider purchasing the Unit.

**e. Park Model - Open to any Leaseholder or Qualified Waiting List Applicant:**

If after the 72 hr. period and no existing leaseholder has expressed an interest in purchasing the Park Model, the opportunity to acquire the Unit will be expanded to include Qualified Waiting List Applicants - #25 or below on the Park's Waiting List. The LTC will then repost the "Intent to Sell Flyer" without the 72hr criteria. Additionally the LTC will initiate the process of mailing flyers to said Waiting List applicants that have indicated that they are interested in a Park Model or structure.

The leaseholder will need to furnish a flyer to LTC with pictures and data showing the Park Model or structure and all associated personal property costs. Included in the flyer will be Park costs, basic membership value, cost of documented improvement, and the transfer fee. The flyer should also include name and telephone number of the contact person. The seller will bear all costs of preparing the flyer.

Each leaseholder will receive only the difference between the value of his lot and the one he is purchasing. KOFA Transfer fees will be applied. A balance-due check for the difference between the lots and the two transfer fee checks must be written to KOFA KO-OP, then KOFA will issue a check to the seller of the more expensive lot.

All financial transactions pertaining to the Park Model and any other personal property item are strictly between the buyer and seller, KOFA KO-OP has no fiduciary responsibilities or input. This would include transfer and/or disposition of the Park Model or structure and any other private property on the lot.

The seller will be responsible for all costs incurred by the LTC connected with mailing of the flyers to the qualified Waiting List applicants - #25 or below. This cost will normally be covered by an Administrative/Mailing Fee of Fifty Dollars (\$50) which will cover the current season and is payable when the flyers are mailed. If the Park Model or structure does not sell, the flyer may remain posted until the unit is sold or if removal is requested by the leaseholder. If the permanent unit or structure is offered the following season, there will be additional



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**Administrative/Mailing Fee of Fifty Dollars (\$50).**

In order to assure every qualified applicant receives the mailing/flyer, there is a 20 day waiting period. After the twenty-day waiting period, and after completion of a written agreement between seller and buyer, the seller will send the LTC a completed "Notification Unit Sold" confirming payment for the Park Model or structure. Seller must give a definite departure date at which time LTC will calculate the final transfer costs

The completion of the sale terminates the leaseholder's membership in the Park and related privileges and obligations.

### **3. Waiting List to New Member Transfer Procedures:**

When a vacant lot becomes available, the LTC will generate a formal cost analysis and provide it to the #1 applicant on the Waiting List. The applicant will then have until 2:00 P.M. MST the next LTC work day to accept or decline the lot. If the lot is accepted, the applicant will have seven (7) days from the date of acceptance to submit payment by certified check or by electronic transfer. Any electronic transfer costs will be passed to the applicant.

After a valid payment has been received, the LTC will send a new member packet to the applicant which contains the following:

- The Packet List
- Three copies of the Leasehold Agreement
- Rental Pool Agreement Form
- Emergency Information Sheet
- Beneficiary Form
- Certificate of Membership
- Completed Membership Transfer Form
- Arizona Recreational Vehicle Long Term Rental Space Act
- Current By-Laws
- Lot Evaluation Form
- Lot Development and Landscape Guidelines
- Membership Regulations
- Membership Park Rules
- Alphabetical Membership List
- Numerical Membership List.

### **New leaseholder responsibilities:**

Sign all three (3) leasehold agreements (both persons, if appropriate), and return them to the LTC. The LTC will then have them signed by the President and Secretary. One will be returned to the new leaseholder signed by the Board; the original agreement will be placed in the Lot Transfer Leasehold Binder, and one will be kept in the KOFA Office.

Complete and return to the KOFA office within 30 days:

- All signed Leasehold Agreements
- Rental Pool Agreement Form, (if desired)

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- Emergency Information Form
- Beneficiary Form.

The LTC will make four (4) copies of the Waiting List to Member Transfer Form. One copy to the Office for the member file, one copy to Buyer, one copy to Seller, and one copy to the LTC.

LTC will make two (2) copies of the Lot Evaluation Form: One copy to Member's active lot file located in the KOFA Office, and one for the Lot Transfer Evaluation Binder.

After the applicant becomes a leaseholder, their updated Record Master form is moved from the Waiting List binder to the Lot History binder. The appropriate data is entered into the computer and all Seniority lists are automatically updated.

A notice will be given to the person updating the picture board in the clubhouse, listing name(s) of leaseholder and lot number. A notice will also be given to the Welcome Committee with name(s) and lot number.

### **V. Miscellaneous Actions and Procedures:**

#### **Park Model Specifics:**

Any pre-purchase inspections of the Park Model or structure will be arranged and scheduled directly with the seller. If the seller is not physically available, arrangements can be made, in writing, with the seller's representative in the Park to show the unit or structure. This written permission is to be put in seller's lot folder in Office.

With written permission from the seller to the Office, the buyer of a permanent structure may enter that structure in order to clean or do maintenance before the final lot transfer. If the seller provides the keys to the residence and shed to the buyer, the buyer may have access to the residence but must get in writing, from the seller, permission to move personal property into the shed. At no time may the buyer take up residence prior to the final lot transfer.

Seller will surrender the lease agreement on the transferred lot to the LTC. The seller should not sign or date the surrendered agreement before payment has been received for the unit.

After receiving the surrendered lease agreement or written request for sale, payments received, and completion of all other requirements, a lease will be issued to the buyer/new leaseholder.

Buyer will pay KOFA KO-OP for the basic membership lot value, the cost of documented improvements, the pro-rated annual Membership fees, and the transfer fee.

A notice will be given to the person updating the picture board in the clubhouse, listing the name(s) of leaseholder and lot number. A notice will also be given to the Welcome



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Committee with name(s) and lot number.

If at any time the seller decides to remove the Park Model or structure from the lot to be sold outside of the park, the transaction stops. A new transaction is initiated to sell the bare lot.

If the seller wishes to lower the price of the Park Model or structure and requests an additional mailing, the whole transaction stops and the transaction is started over including an additional \$50 administrative/ mailing fee.

Each party in the transaction will receive from, or pay to, KOFA the assessed value of the lot. KOFA Transfer fees will also be applied. The balance-due check and the two transfer fee checks must be written to KOFA KO-OP and the KO-OP will in turn issue a check to the seller. This transaction terminates the leaseholder's membership in the Park and related privileges and obligations.

### **Adding a Name to a Leasehold Agreement:**

If a single leaseholder wishes to add a name to their leasehold agreement, the person named must have reached Number One (#1) on the Waiting List. Only 2 names may be on a leasehold agreement.

### **Marriage:**

If a single leaseholder marries, upon the receipt of the Marriage Certificate, their spouse's name is added to the lease agreement. This date will become the new spouse's seniority date in the event the original leaseholder dies first.

### **Budget:**

In December, the LTC will submit a request to the Budget Committee for funds for the upcoming year and keep track of expenses during the year to enable a realistic request for funds.

### **Death:**

If there is a death of a single leaseholder, or death of both leaseholders, a Letter of Sympathy letter will be sent to the person listed on the emergency contact form along with the appropriate forms and actions required to sell the lot.

If one of the leaseholders dies, the surviving leaseholder can either:

- Sell the lot by signing off on the leasehold agreement and providing a copy of the Death Certificate, or,
- Change the name on the lease agreement by providing the LTC with a copy of the Death Certificate.

The LTC will then issue a revised lease agreement and Membership Certificate in the single leaseholder's name.

If both leaseholders have passed away, their lot **must** be cashed out. If a leaseholder within the park wants that lot, that lot must be paid in full and not "swapped". Then their original lot will be released and offered as a separate transaction.

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Per Bylaws, Sections 3.3.D.2 and 5.7, - When the last member is deceased, the agent of the deceased may remain in the RV until the personal property has been removed or sold: not to exceed the 30 day limit.

### Divorce:

In case of separation or divorce, the incumbent leaseholder must provide a notarized statement from the departing leaseholder; surrendering his/her interest in the lot within a month after the decree is final. A new leasehold agreement will then be reissued to the incumbent leaseholder.

### Guidelines:

In February (before the Annual Board Meeting) submit an updated set of Lot Transfer Guidelines to the Board Secretary for submission to the new Board.

### List Maintenance:

When the lists change, the LTC will print the changed copies and post them on the East Lobby Bulletin Board and give a copy to the KOFA Office. A digital copy is e-mailed to the KOFA Webmaster for posting on the KOFA website.

### Reports:

In January, prepare a written report for the Annual Meeting covering the previous year's activity. There are no Lot Transfers in January until the annual Membership fees have been approved by the Board.

### Shed Access:

With a seller's permission, a buyer may move personal items into the seller's shed prior to the final sale (however, no lawn chairs, etc., of the buyer should be out on the lot). The seller's permission must be in writing with copies in the Office, Lot Transfer and the buyer. An email or letter to Lot Transfer from an absent seller is permissible. At no time may the seller's lot actually be occupied by the buyer until the final sale is completed. It is the buyer's responsibility if any damage should occur to his/her belongings in the seller's shed.

Marilyn S. Tubb  
Committee Chairperson

Date

2/24/25

David Richardson  
Board Approval

Date

3/19/25