

MEMBERSHIP AGREEMENT

(Supersedes POS 5.0, Revision 1)

(Invoked by Bylaw 6.06E)

Approved by the Board 17 December 2019

MEMBERSHIP AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20 _____, by and between SKP PARK OF THE SIERRAS, INC. ("Park Sierra"), a California Nonprofit Mutual Benefit Corporation and the following Member(s):

Member Name (print) _____

Member Name (print) _____

A "Member of the Corporation" as used herein is defined as one or a maximum of two persons, one of whom is age fifty-five (55) years or older.

WITNESSETH:

WHEREAS, PARK of the SIERRAS, INC. has been formed for the purpose of acquiring, owning, and operating a private recreational vehicle park (the "Park") located off County Road 416 at State Highway 41, (45323 Park Sierra Drive) Coarsegold, California, with the intent that its members shall have the exclusive right to occupy one site in Park Sierra on a time-share use basis as defined in Section 11003.5 (c) of the California Business and Professions Code; and

WHEREAS, Member desires to become a Member of Park Sierra and have the exclusive right of use of one site upon the terms and conditions provided in this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Exclusive Right of Occupancy Park Sierra hereby grants to Member and Member hereby accepts the exclusive right to use one site in the Park (the "Premises") upon the terms and conditions provided in this Agreement.
2. Term The term of this Agreement shall commence on the date of this Agreement and shall be for the lifetime of the Member(s), unless earlier terminated as provided in paragraph nine (9).
3. Membership Fee The consideration for the Membership is an Initial fee in the amount of \$ _____, receipt of which is acknowledged by Park Sierra. As additional consideration, the Member covenants and agrees to pay any and all assessments, fees, and fines levied on the Premises from time to time by the Board of Directors of Park Sierra for the operation, maintenance, development and improvement of Park Sierra. All assessments, fees, and fines shall be paid by the Member to Park Sierra as provided in the Bylaws of Park Sierra.
4. Use of Premises The Premises shall be used only for the parking of a recreational vehicle, the reasonable occupancy thereof, and the maintaining of improvements on the Premises incidental to the use for a Recreational Vehicle Park. Occupancy of each recreational vehicle site shall not exceed two (2) persons, one being 55 years of age or older. The Member shall abide by, and comply with, all federal, State, and local laws, regulations, and ordinances. In addition, the Member shall comply with the Articles of Incorporation, Bylaws and rules of Park Sierra as amended from time to time and any guidelines and regulations adopted by the Board of Directors or the Membership of Park Sierra from time to time. The Member shall not use the Premises or Park in any manner that may violate the operating permit of the Park or the insurance coverage of Park Sierra. The Member shall not use any clothes washing machines or dishwashers in his/her recreational vehicle or on any Park Sierra recreational vehicle site. (With the exception of the Park Sierra Laundromat.) The Member shall not alter the size of any site in any manner.

MEMBERSHIP AGREEMENT

Rev-2

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5. Representations of Members Member hereby represents and warrants to Park Sierra that: (1) he/she is fifty-five (55) years of age or older (proof by valid I.D. required), and that the household contains only two or fewer persons; (2) he/she is a Member in good standing of the Escapees Club; (3) he/she has received, read, and understands the Articles of Incorporation, Bylaws and rules of Park Sierra and any guidelines and regulations adopted by the Board of Directors of Park Sierra; (4) he/she adopts, accepts, and agrees to be bound by all the terms and provisions of the Articles of Incorporation, Bylaws, rules and guidelines of Park Sierra and to perform all obligations therein imposed upon the Member, including the maximum of two (2) adult persons living on any site. **(5) I/We agree to volunteer time and talent for the maintenance and betterment of Park of the Sierras. I/We understand that this is a requirement for continued Membership in the Park, and that the Membership can be terminated if I/we fail to comply - per Bylaws Article #3 (Responsibilities of Members), and Article #5 (Termination of Membership).** (Please initial) _____

6. Facilities Member shall have the use in common with other members and Escapees Club Members of the common areas of the Park, including, without limitation, recreational areas, laundry facilities, and lavatory and shower facilities, subject to the rules established by the Membership or the Board of Directors of Park Sierra.

7. Assignment Neither this Agreement nor the Member's right of occupancy to the Premises shall be transferable or assignable except in the manner provided for the transfer of a Membership in the Park Sierra Bylaws. Any attempt to transfer Member's rights to this Agreement or his/her right of occupancy in the Premises provided by this Agreement, except in the manner provided in the Park Sierra Bylaws, shall be null and void. This Agreement is made solely for the benefit of the Member and Park Sierra to the extent set forth in this Agreement, and no other person, partnership, association, or corporation shall acquire or have any right under or by virtue of this Agreement.

8. Title to Property The Recreational Vehicle to be placed on the Premises by the Member shall at all times remain the personal property of the Member. Improvements to the Premises made by the Member shall remain the personal property of the Member and must meet all Madera County and State of California Safety and Building codes, and all Bylaws and Rules of Park Sierra.

9. Termination This Agreement shall terminate upon any one of the following events: by the death of the Member, by voluntary termination by the Member, or by action of the Board of Directors of Park Sierra pursuant to the Bylaws of Park Sierra, in which event the Member's interest in the Premises and this Agreement shall terminate. Upon termination, the Member shall remove all of his/her property from the Premises and the Park within thirty (30) days, and shall have no further right to use the Premises or the Park. This Agreement shall also terminate if the Member ceases to be a member of the Escapees Club, an affiliated organization.

10. Taxes and Insurance Member shall pay all taxes levied upon the personal property of the Member. Park Sierra shall maintain a general liability coverage policy for the Park. Member shall be responsible for personal liability insurance and other coverage to protect himself or herself and any personal property located on the Premises.

11. Successors and Assigns This Agreement shall be binding on the heirs, executors, personal representatives, successors and assigns of the parties hereto.

12. Membership Fee Refund- I/We acknowledge that SKP Park of the Sierras has presented me/us with the option to execute POS 36, the "Payable on Death (POD) Beneficiary Designation Form" which will provide instructions to our Park Manager and Treasurer regarding the refund of my/our Membership fee upon the death of the last surviving member. I/We understand that this instrument allows our Membership interest to pass to our beneficiary(ies) or Trust outside of Probate. Members may cancel or reissue Form POS-36 at any time. (See Bylaws 5.01F)

13. Obligations of Each Party Independent The obligation of the Member under this Agreement is an independent obligation and is not dependent upon the performance by any other Member under any other Membership Agreement. Nothing contained in this Agreement shall render any party liable for the obligation of

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any other party and the obligations of each party are several in accordance with their respective interests and not joint.

14. Governing Law This Agreement shall be governed by, and construed in accordance with, the procedural and substantive laws of the State of California.

15. Notices Any and all notices between the parties provided for or permitted under this Agreement shall be in writing and shall be deemed duly served when personally delivered to a party, or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party at the address of the residence or business address of the respective party or at such other place as may be requested from time to time by the party for service of notice on such party.

16. Integration This Agreement contains all of the agreements and understandings of the parties with respect to any matter mentioned in this Agreement, and supersedes and terminates all prior and contemporaneous agreements between the parties with respect to the matters covered in this Agreement. This Agreement may be modified in writing only, signed by the parties at the time of modification.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Date _____ SKP# _____

Date _____ SKP # _____

Member Signature

Member Signature

SKP PARK OF THE SIERRAS, INC.
A California Nonprofit Mutual Benefit Corporation

President _____

Date _____

Secretary _____

Date _____

BOD/vlg/bc