PHOENIX OFFICE:

100 North 15th Avenue

Suite 201

Phoenix, Arizona 85007

[www.azre.gov](http://www.azre.gov)

STATE OF ARIZONA

DEPARTMENT OF REAL ESTATE

“An Equal Employment Opportunity Agency”

**APPLICATION FOR**

**MEMBERSHIP CAMPING PUBLIC REPORT**

This application must be filed and public report issued pursuant to A.R.S. § 32-2198 et seq. prior to the sale, within or from this State, of membership camping contracts as defined in A.R.S. § 32-2101(36), unless an exemption has been issued pursuant to A.R.S. § 32-2198.03(B) or you are exempt pursuant to A.R.S. § 32-2198.03(A). The Development Services Manager or any Real Estate Representative located in the Phoenix Office may be contacted for assistance.

**Persons with disabilities may request reasonable accommodations such as interpreters, alternative formats or assistance with physical accessibility. Requests for accommodations must be made with 72 hours prior notice.** **If you require special accommodations, please contact either office listed above.**

**SECTION I**

**INSTRUCTIONS AND GENERAL INFORMATION**

1. Read and understand this section thoroughly prior to compiling the required documents in Section II and answering the questions in Section III of this application.
2. Secure all the required documents listed in Section II of this application.
3. Answer all questions in Section III of this application.
4. File this complete application, together with the required documents, at either office of the Department of Real Estate. A fee of $500.00 must accompany this application pursuant to A.R.S. 32-2198.09.

**This application will not be accepted for initial processing unless Section III has been completed and payment of the $500.00 fee received.**

1. Payment of all fees related to this application must be by check made payable to the **Arizona Department of Real Estate**.
2. One or more site inspections of the development may be performed by the Department to verify, among other things, timely completion of improvements. Inspection costs, including travel and subsistence expenses, shall be paid by the applicant pursuant to A.R.S. 32-2198.04.
3. For purposes of this application only, the term “campground” is used generically throughout to refer to all the campground property for which you are filing this Application for Public Report.
4. The applicant (membership camping operator) who plans to offer camping contracts for sale must complete and file this application and obtain a public report prior to offering the contracts for sale. Upon issuance of the public report, you will also be provided with a public report receipt form, which must be used. The membership camping operator must furnish each purchaser with a copy and get a receipt for it before the purchaser signs a contract.
5. For purposes of this application only, the following terms are defined as follows:
6. **Significant Facilities-**Any campground improvement offered by the membership camping operator including, but not limited to, streets, electricity, telephone, natural gas, water, sewer, flood protection and drainage devices, landscaping, campsites, restrooms and showers, laundry rooms, trading posts, grocery stores, perimeter walls, parking facilities, swimming pools, tennis courts, ramadas, recreation buildings, parks and lakes.

A facility will be deemed offered if it is represented as available or as a planned or future part of the campground by the operator, by any person working for the operator, any marketing or advertising materials, or in any other documents or materials used in representing the campground to prospective purchasers.

1. **Completion Date**-The date by which membership camping operator will have completed installation of facilities to federal, state, county or city standards, where applicable.
2. **Completion**-The installation of working or usable facilities to each individual camping site and for the campground.
3. **Campground Purchaser**-A person who purchased a membership camping contract for the campground. Also known as a member.
4. **Nonpurchaser**-A person who has not purchased a membership camping contract for the campground. Also known as a nonmember.
5. Upon review of this application, additional information and/or documentation **may be required.** Failure to completely answer all questions and submit all documents pertaining to the campground offering **will** delay processing the application.
6. Pursuant to A.R.S. 32-2198.01(D), a material change to the information previously filed requires an amendment to the application. Continuing sales or offers for sale after any material change without obtaining an amended public report or exemption may result in administrative action. This may include, but is not limited to, suspended sales, voidable contracts and administrative penalties.
7. If the public report contains an error, the Department shall correct the report at its own expense. Additional or changed information that was known to the membership camping operator before issuance of the report is not an error. No public report shall be corrected after is has been in effect for 10 days. After 10 days, the report shall only be changed through the amendment process, established in Rule R4-28-B1203, with payment of the applicable amendment fee of $300.00 pursuant to A.R.S. 32-2198.09.
8. The Department is required by law to process this application in accordance with established time frames. The following is a description of the time frames and procedures which the Department and applicant must comply with:
9. **Overall time frame.** The Department shall issue or deny a public report within the overall time frames after receipt of the complete application. The overall time frame is the total of the number of days provided in the administrative completeness review and the substantive review.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Administrative** | Deficiency | **Substantive** | Additional | **Overall** |
|  | **Completeness** | Completion | **Completeness** | Information | **Time-frame** |
|  | **Review** | Period | **Review** | Period |  |
| Original |  |  |  |  |  |
| Application | **20** | 20 | **50** | 20 | **70** |
|  |  |  |  |  |  |
| Amendment | **10** | 10 | **10** | 10 | **20** |

1. **Administrative completeness review.**
2. The administrative completeness review time frame begins the date the Department receives the application. The Department shall notify the applicant in writing of deficiencies within the administrative completeness review time frame. The notice shall specify what information is missing. If the Department does not provide notice to the applicant, the application shall be deemed administratively complete.
3. An applicant with an incomplete application shall supply the missing information within the completion period shown in the above table. The administrative completeness review time frame is suspended from the date of the Department’s deficiency notice until the Department receives the information.
4. An applicant shall not supply missing information “piece-meal.” The receipt of any missing information will be interpreted as the applicant’s response to the Department’s deficiency notice and the Department will resume processing the application.
5. If the applicant fails to submit all of the missing information before the completion deadline, the Department will close the file. An applicant whose file has been closed and who later wishes to obtain a public report shall submit a new application.
6. **Substantive review.** The substantive review time frames shown in the above table begin the day after the application is deemed administratively complete.
7. The Department may schedule an inspection.
8. If the Department makes a comprehensive written request for additional information, the applicant shall submit the additional information identified by the request within the additional time period shown in the above table. The substantive review time frame is suspended from the date of the Department’s request until the Department receives the information. If the applicant fails to provide the information identified in the request, the Department shall deem the application withdrawn and close the file.
9. An applicant shall not supply the requested additional information “piece-meal.” The receipt of any requested information will be interpreted as the applicant’s response to the Department’s request for additional information and the Department will resume processing the application.
10. Unless the file has been closed because the application was incomplete, the Department shall issue a written notice granting or denying the public report within the substantive review time frame. If the application is denied, the Department shall send the applicant written notice explaining the reason for the denial, the applicant’s right to seek a fair hearing and the time period and manner in which the applicant may appeal the denial.
11. **Application filing.** All development applications filed with the Department shall be considered filed on the date received by the Department.
12. **Computation of time.** In computing any period of time, the day of the act from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is Saturday, Sunday or a legal holiday in which event the period runs until the end of the next day which is neither Saturday, Sunday nor a legal holiday.

**SECTION II**

**REQUIRED DOCUMENTS**

**THE FOLLOWING DOCUMENTS MUST ACCOMPANY THIS APPLICATION AND SHALL CONSTITUTE A PART THEREOF.**

1. A legible copy of membership campground map showing location of the campsites and significant facilities available for use by purchasers.
2. Policy of Title Insurance or Title Report dated no more than thirty days before receipt by the Department and which provides a true statement of the condition of the title to the campground property, including all encumbrances on the property. The policy or report mustinclude the statement that **“**there are no further matters of record affecting the land” and must include the name and telephone number of the title examiner.

Updated title reports may be required during the process of this application. Reports listing requirements may be rejected and updates required.

1. A legible copy of all recorded or unrecorded documents shown in the title report/policy or affecting the condition of title including, but not limited to, all options, leases, contracts of purchase, liens, encumbrances and trust agreements.
2. A copy of each type of membership camping contract to be sold. All contracts shall substantially contain the language set out in Exhibit “A” to this application entitled **Contract Disclosures.** Your contract may need additional disclosures upon final review of this application.
3. A copy of any conditional use permit or any other major use permits indicating approval of the project by this State or a political subdivision of this State for each of the membership camping operator’s camping projects located in this State. If the membership camping operator has no projects in this State, the same documents shall be provided for all out of state projects for which membership contracts are to be sold or offered for sale in this State.

6. Documents demonstrating legal and permanent access**.**

1. Approval of the water, sewer, and solid waste collection and disposal facilities from the Arizona Department of Environmental Quality (ADEQ), or their designee, for the campground. The approval **must** encompass the campground property and camping sites described in Question 2, Section III of this application.
2. Copy of all advertising material to be used or proposed to be used. If none, provide statement to that effect.
3. A Certificate of Good Standing issued by the Arizona Corporation Commission for each corporation (foreign or domestic) participating in this application as a principal, partner, or joint venturer owning 10 per cent or more. The date on the Certificate shall not be more than 1 year from the date of the application.
4. If membership camping operator is a corporation, trust, limited liability company, partnership or joint venture, a copy of the legal documents creating same (articles of incorporation, partnership/joint venture agreement, articles or organization, trust agreement). Limited partnerships must provide evidence of registration with the Arizona Secretary of State’s Office.
5. Authorization for any individual(s) signing on behalf of applicant (corporate resolution, operating agreement, partnership agreement, power-of-attorney), authorizing the signing of documents and correspondence relating to this application.
6. Financial statements of the membership camping operator prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.
7. A copy of the agreement, if any, between the operator and any person owning, controlling or managing the campground.
8. Copies of documents, agreements or statements demonstrating that adequate financial or other arrangements acceptable to the Commissioner have been made for installation, completion and delivery of all improvements and facilities represented in this application. **See Question 2(1) and (m), Section III of this application.**
9. A copy of the rules, restrictions or covenants regulating the purchaser’s use or occupancy of and affecting the membership camping operator’s properties.
10. Copy of the camping, club association bylaws as contemplated or currently in effect, if association is represented.
11. If the interest of the operator is evidenced by a lease, license, franchise or reciprocal agreement, provide a copy of said document and any amendments.
12. If the development(s) is located outside of Arizona, a copy of the domicile state’s or country’s public report, equivalent report or other approval document.
13. If applicant(s) is a person, complete information requested on Exhibit “B” and submit with this application.
14. If you answer “yes” to the question in the application which asks if you have been convicted of any misdemeanor, felony, or other crime, you must supply the following, pursuant to A.A.C. R4-28-301(A):
15. A written statement from you (**subscribed and sworn before a Notary Public**) providing an account of the part you played when each incident occurred.
16. Three current letters of character references from individuals, 18 years or older, not related by blood or marriage and who have known you for at least one year.
17. A 10-year work history, including any periods of unemployment.
18. A new set of fingerprint exemplars and our fingerprint-processing fee of $24.00, pursuant to A.R.S. 32-2108.01. Please make your check payable to the Arizona Department of Real Estate. FINGERPRINT CARDS ARE AVAILABLE FROM THE DEPARTMENT’S CUSTOMER SERVICE DIVISION and most county Sheriff Offices and City Police Departments.

In addition to the above and as applicable, you must supply a certified copy of the following:

1. Police Report
2. Complaint and Indictment
3. Information
4. Pre-sentence Report
5. Judgment
6. Sentencing documents
7. Plea Agreement
8. Probation papers
9. Restoration of civil rights/expungement/dismissal documents.

If you attempt to obtain the required documents from a law-enforcement agency or court and are told that records have been destroyed or are otherwise unavailable, obtain a written statement to that effect from the agency or court. **Do not detach or unstaple certified documents. Documents must remain in the original order received.**

IF THE ABOVE REQUIRED INFORMATION HAS PREVIOUSLY BEEN PROVIDED THE DEPARTMENT, PLEASE INDICATE THE DATE AND REASON IT WAS PROVIDED. YOU ARE NOT REQUIRED TO PROVIDE THIS INFORMATION AGAIN, IF IT IS ON FILE AT THE DEPARTMENT.

**SECTION III**

**QUESTIONNAIRE**

**MEMBERSHIP CAMPING**

**FAILURE TO ANSWER THE FOLLOWING QUESTIONS IN COMPLETE DETAIL WILL DELAY THE PROCESSING OF THIS APPLICATION.**

1. **THE MEMBERSHIP CAMPING OPERATOR (Applicant)**
2. Name(s) of Operator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. If applicant is an individual, provide Social Security No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Describe membership camping operator’s experience in the membership camping business, including the number of years the operator has been in the membership camping business. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. List the names of any other states or foreign countries in which an application for registration of the membership camping operator or the membership camping contract or any similar document has been filed.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

(g) List all officers, directors, partners or persons occupying a similar status of the membership camping operator including their names, addresses and occupations during the last five years.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. List all material affiliates of the membership camping operator, including the names and addresses of partners, officers, directors and persons with a direct or indirect interest of ten percent or more in the membership camping operator.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. List all owners of over ten percent of the voting stock of the membership camping operators, except that this list is not required if the membership camping operator is a reporting company under the Securities and Exchange Act of 1934. If a reporting company, provide your current report.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. Each applicant for public report must answer the following questions. If the applicant and/or affiliate is not an individual but is an entity (e.g., a corporation, partnership, limited liability company or trust), then answers must be provided by each of the partners, officers members, beneficiaries, managers, or managerial employees of the applicant, any individual or entity which exercises control over the applicant (as defined in A.R.S. 32-2101 (17), and any individual or entity with a 10% or greater interest in the applicant.

A detailed explanation must be provided for each affirmative answer. Provide any documentation you believe appropriate to verify any yes answers and explanations.

Has the person or entity (applicant):

i. Have you been convicted of any felony, misdemeanor or other crime?

**BEFORE ANSWERING, READ THE FOLLOWING STATEMENT:** Even though you may have entered into a plea bargain or pleaded “no contest,” or your conviction has been vacated, pardoned, expunged, dismissed or appealed, **OR** your civil rights have been restored, you are, nevertheless, required to answer **“YES.”** However, you are not required to answer **“YES”** for minor traffic violations. **DUI is not a minor traffic violation.** A.R.S. § 32-2108(C). **YES** **No** NOTE REQUIRED DOCUMENT NO. 20, SECTION II OF THIS APPLICATION.

ii. EVER had any professional license or registration (including a real estate or cemetery license) restricted, refused, denied, suspended or revoked, or voluntarily surrendered any license during the course of any investigation or disciplinary proceeding, or EVER had an administrative order entered against the applicant, or EVER had any other disciplinary action taken against any license, whether reprimand, censure, fine or other penalty, by any state, federal or other regulatory agency? **YES** **No**

iii. EVER had any public report or registration to sell land (such as a subdivision, time-share, cemetery or campground) denied or suspended? **YES** **No**

iv. EVER entered into any consent decree or a settlement, or had an injunction (either temporary or permanent), suspension, order or judgment issued, which prohibited or restricted the applicant from engaging in or continuing any professional practice?

**YES** **No**

v. EVER had any adverse judgment entered against the applicant by a court of competent jurisdiction in this or any other state involving fraud, dishonesty or moral turpitude, or arising out of the conduct of any business in real estate, cemetery property, time-share intervals or membership campgrounds? **YES** **No**

vi. EVER had any real estate or other recovery fund in Arizona, or any other state, make a payment, which was charged against the applicant? **YES** **No**

vii. EVER participated in, operated or held an interest in any corporation, partnership or limited liability company for which any of the above items i. through vi. would be answered affirmatively? **YES** **No**

If information on any “yes” answer above was previously provided to the Department, please indicate the date and reason it was provided. You are not required to provide this information again if it is on file at the Department.

**I affirm to the best of my knowledge the above answers and any other related information provided herein are true, correct and applicable for all persons and entities required to provide answers for Question No. 3 (j).**

DATED this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ , 19 \_\_\_\_\_\_\_\_\_

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(Printed name and signature of authorized party)

1. If you have answered “yes” to any of the questions in 1(j) ii through vii above, attach a separate signed affidavit detailing each “yes” answer. Explain the complete facts of your answer thoroughly. Your statement should include, but not be limited to:

Name(s), title, address(es), telephone number(s) of each person involved; dates, locations, court name and address, law enforcement agency name, and address, administrative agency (specify federal, state or local) name and address, arrest information, charge or indictment information, name of civil or administrative allegations made, ultimate disposition of offense or case (include out-of-court settlement) sentence imposed, probation or parole term, civil or bankruptcy case number and all other information sufficient to provide a thorough understanding of your “yes” response.

2. **THE CAMPGROUND**

1. Name of Campground \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Location and Addresses:

1. Mailing address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Exact street location, City, County and State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Miles and direction from nearest City or Town, if applicable: \_\_\_\_\_\_\_\_\_\_\_\_

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1. Best route for getting to the campground:

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(c) Geology, Climate and Physical Conditions:

1. Do you know of any unusual safety factors or any proposed plans, private or governmental, for construction of any facility, which may cause a nuisance or adversely affect the land? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If yes, fully explain their origin and whether they are proposed or existing, and whether temporary or permanent.

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1. Do any unusual or unpleasant odors, noises, pollutants, or other nuisances affect the property? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If yes, fully explain their origin and whether they are proposed or existing, and whether temporary or permanent. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Describe any agricultural activities or conditions in the area which may adversely affect campground users, including any odors, cultivation and related dust, agricultural burning, application of pesticides, or irrigation and drainage. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. State whether any of the campground is covered by water at any time during the year or is subject to hurricanes, floods, tornadoes, dust storms, earthquakes, mud slides, brush fires, forest fires, avalanches, volcanic eruptions or other natural hazards. The existence, severity and frequency of natural hazards should be fully explained. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. State the elevation of the campground, the general weather conditions of the area, the temperature ranges for summer and winter including high, low and mean, state annual rainfall and, if applicable, snowfall in inches.

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1. Describe the physical characteristics of the land and any unusual factors which affect the land, e.g., level, hilly, rocky, loose soil, alkaline soil, other. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Provide the name, location and distance from the campground of the nearest civilian airport. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(d) Is the campground subject to any known flooding or drainage problems?\_\_\_\_\_\_\_ If yes describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. Describe the number and type of camping sites available: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Are reservations required? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If yes, describe reservation procedures: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Describe policies relating to the availability of camping sites: \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. What are the costs to use the camping sites? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Are there rules, restrictions or covenants regulating the purchaser’s use of the membership camping operator’s properties? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. If yes, describe and state the provisions limiting the use or occupancy of the properties? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. State whether and how the rules, restrictions or covenants may be changed. \_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. For each of the following significant facilities, state whether the utility or service is available to the campground and camping sites, provide the estimated completion date of the utility or service to the campground and camping sites, specify locations of facilities, state all costs a purchaser will be responsible to pay in order to receive or use the service or facility and state whether the service or facility is or will be available to nonpurchasers or nonmembers.
2. Electricity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Natural gas: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Propane gas: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Water: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Sewage Disposal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Is there a dump station in the campground for disposal of liquid waste from RV’s and trailers? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Refuse Collection: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Emergency Service (Fire protection, police protection, medical): \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Is 24-hour access provided for emergency vehicles? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Roads(s) providing access to the campground(s):
2. Is legal and permanent access provided to the campground(s) and to all camping sites within the campground(s) over terrain, which may be traversed by conventional 2-wheel drive automobile? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Is exterior road(s) public or private? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If private, describe what provisions have been made to assure purchaser of a legal right to use the private access road(s). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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iii. Is exterior road(s) complete? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

iv. Who is responsible for completion? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

v. What is the estimated completion date? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

vi. What type of surfacing? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

vii. Who is responsible for road maintenance? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If the City or County is to maintain the exterior road(s), when will it be accepted for maintenance? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. What costs, if any, will purchaser be required to pay toward road maintenance?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Interior road(s) within the campground(s):

i. Are interior roads within the campground public or private? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Can nonpurchasers or nonmembers use them? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Are the interior roads public? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Who is responsible for completion? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. What is the estimated completion date? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. What type of surfacing? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Who is responsible for road maintenance? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If the City or County will maintain the interior roads, when will they be accepted for maintenance? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. What costs, if any, will membership camping purchaser be required to pay toward road maintenance? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: Support letters from a title insurance company and professional engineer may be required to demonstrate permanent and legal access to the campground. See Rule R4-28-A1207 for assistance.

1. Are lakes and streams available for recreational use? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If yes, please identify, give location and describe uses. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. If fishing is permitted, are licenses required? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Are these facilities available to nonpurchasers or nonmembers? \_\_\_\_\_\_\_\_\_\_\_\_\_
3. List the nature of any other campground improvements or significant facilities to be installed by operator and included in the campground offering including, but not limited to, all common, community and/or recreational facilities. (See definition of significant facilities No. 10, Section I of this application).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. What is the estimated completion date for the above improvements or facilities?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Who will be responsible for continuing maintenance and expenses of the above?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. What costs, if any, will purchaser be required to pay for use and toward maintenance of the above? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Which of these facilities are available to nonpurchasers or nonmembers?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**NOTE: If the utilities, services, improvements and facilities listed in questions 2(g) thru 2(k) above are to be completed for specific camping sites in phases, describe your phased schedule of completion giving the camping sites in each phase and the estimated completion dates on a separate sheet. Inspections will be made to verify completion in accordance with your schedule of completion.**

1. What arrangements have been made to assure the completion and delivery of the utilities, services, improvements and facilities listed in Question 2(g) thru 2(k) above:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. Were you required to have your arrangements approved by the local political subdivision? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If yes, submit the approval. (City or County).

1. What arrangements have been made to assure the continued maintenance and availability of the utilities, services, improvements and facilities listed in Questions 2(g) thru 2(k) above\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(use separate sheet if necessary)

**NOTE: Copies of documents demonstrating that adequate arrangements have been made for completion of all utilities, services, improvements and facilities are required. The following are examples of assurances which must be submitted and accepted prior to issuance of the public report: performance bonds, letters of credit from a recognized bank or lending institution, irrevocable contracts backed by cash held in trust or such other arrangements which may be acceptable to the Commissioner. See rule R4-28-1211 for further assistance.**

**Provide Engineer’s cost estimates with assurances.**

1. Provide the location of each of the membership camping operator’s parks and a brief description for each park of the significant facilities currently available for use by purchasers and those which are represented to purchasers as being planned, together with a brief description of any significant facilities that are or will be available to nonpurchasers or nonmembers. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. **SALES**
2. What is the total number of membership camping contracts intended to be sold in this state? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. What method was used to determine this number and that the campground will not be oversold? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(use separate sheet if necessary)

1. Do you commit to the Arizona Department of Real Estate that the above total number will not be exceeded unless it is disclosed by an amendment to your public report? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Describe how membership camping contracts will be sold and what documents will be utilized in the sale of campsites: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. If membership camping contracts are sold with different privileges or duration, list each type of contract and the approximate number of each type to be sold:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Describe the purchase price of each type of contract to be used: \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. If prices vary, describe the reason for variance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Provide a statement of the nature of the purchaser’s right or license to use the membership camping operator’s property or facilities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. What are the grounds and procedures for forfeiture of a purchaser’s membership camping contract? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Do purchasers have a right to appeal these procedures and how do they appeal?

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1. Describe any restraints on the transfer of the membership camping contract: \_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**NOTE: A membership camping contract shall not require the execution of any note or series of notes by the purchaser which if separately negotiated would terminate as to third parties any right of action or defense which the customer has against the campground operator. A right of action or defense arising out of a membership camping contract, which the customer has against the campground operator, shall not be terminated by assignment of the contract whether or not the assignee acquires the contract in good faith and for value.**

1. Where will monies paid by membership camping purchaser be held (neutral escrow account, operator’s general account, other.)? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. When will deposit monies paid by purchaser be released to the operator and under what terms and conditions? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Name, address and telephone number of broker who will be responsible for sales:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Location of sales records. State of Arizona address at which records will be kept, name of custodian and telephone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTE: Your answers must be in conformance with the contract(s) submitted as Required Document No. 4, Section II.**

1. **CONDITION OF TITLE**
2. Who is the owner(s) of the campground property?
3. Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Zip Code

1. Telephone:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Who holds record title to the campground property? (If owner, please answer “SAME AS (a) ABOVE”).

i. Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ii. Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Zip Code

1. Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. If the membership camping operator is not the owner of the campground property, describe the operators right to use the camping properties represented to be available for use by purchasers, together with the duration of any lease, license, franchise or reciprocal agreement entitling the membership camping operator to use the property, and any material provisions of any agreements which restrict a purchaser’s use of the property. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. Are there are any Mortgages, Deeds of Trust, Trust Agreements, Leases or other encumbrances against the property, list below using separate sheet if necessary?

I List information below using separate sheet if necessary.

Ii Name of Holder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

iii Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

iv Approximate amount of indebtedness: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

v Release Cause: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

vi Has the lien or encumbrance holder executed a non-disturbance agreement?\_\_

If yes, please provide a duly recorded copy.

vii Has each person who holds an interest in an encumbrance affecting the campground executed an agreement to subordinate his rights to the rights of the membership camping purchasers? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If yes, please provide a copy of the agreement. The agreement must be signed by all holders of the encumbrance and provide that the holder’s rights are subordinate to the rights of the subsequent membership camping purchasers and that the holder, his successor and assigns and any person who acquires the property through foreclosure or by deed in lieu of foreclosure of the encumbrance, take the property subject to the rights of purchasers.

**NOTE: Blanket encumbrances must comply with the provisions of A.R.S. 32-2198.14(B).**

viii Are there any balloon payments for these encumbrances? \_\_\_\_\_\_\_\_\_\_

If yes, describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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ix Are any of the above financial obligations in default? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If yes, describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. **MANAGEMENT AND BUDGET**
2. Who will manage the campground(s)? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Manager)

1. Is there a management agreement between operator and manager? \_\_\_\_\_\_\_\_\_\_\_\_
2. Will a copy of the agreement be available for review by purchaser? \_\_\_\_\_\_\_\_\_\_
3. Briefly describe the duties and responsibilities of the manager: \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Is the manager bonded? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. What is the annual budget for revenues, expenditures and reserves, and what is the amount of assessments necessary to cover expenses for the management, operation and maintenance of the campground and its facilities? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(use separate sheet if necessary)

1. Will annual assessments be adequate to maintain the campground and service any debts? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. What percentage of total sales contracts will generate enough assessments for debt service and campground maintenance? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTE:** Provide copy of the management agreement, manager’s bond and budget.

1. **TAXES AND ASSESSMENTS**
2. What is the approximate amount of real property taxes for the campground property?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

i. Who is responsible to pay the taxes? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. How are the taxes paid? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. What is the campground purchaser’s responsibility if any, toward the payment of property taxes? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Is the campground property or any part of the campground property located within the boundaries of an existing or proposed special district, entity, taxing area or assessment district, which will levy taxes or assessments against the campground property? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. If yes, describe the purpose of the district or taxing area: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. What is the approximate annual amount of these taxes or assessments? \_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Will these taxes or assessments be included in the real property taxes discussed in (a) above? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Who is responsible to pay these taxes or assessments? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. How will these taxes or assessments be paid? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. What is the campground purchaser’s responsibility toward payment of these taxes and assessments? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Is there or will there be an association of membership camping contract owners?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If yes, provide its name, purpose, membership requirements and assessment responsibilities:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(use separate sheet if necessary)

1. What is the amount of assessments purchaser must pay and how are they payable? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. If applicable, is the association formed and in operation? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. When and under what conditions, if any, will control of the association be released by the membership camping operator? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**NOTE: Associations must be formed and operational prior to issuance of the public report.**

1. Other than as stated above, are there any other special assessments, taxes, or fees to be paid by buyer? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If yes, explain. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **EXCHANGE PROGRAMS**
2. Is the campground part of an exchange program? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. If yes, please identify the program. Give name and address of the Company offering the program. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Describe the terms and conditions of the program for the exchange of the right to use the facilities of other campgrounds represented to be available to the membership camping purchaser: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Is this program dependent upon the membership camping operator’s continued affiliation with the program? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Is the membership camping purchaser’s participation in the program voluntary or mandatory? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. What fees will the purchasers have to pay for this program? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. What fees will the operator have to pay for this program? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Is the membership camping purchaser’s contract with the exchange company separate and distinct from the membership camping contract? \_\_\_\_\_\_\_\_\_\_\_\_
3. Is the exchange arranged on the basis of available space and are there any guarantees of fulfilling a specific request for an exchange? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The applicant authorizes the Department of Real Estate to accept an rely upon as accurate and complete all information and documentation provided by the following person(s) in conjunction with this application:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please include Zip Code)

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AFFIDAVIT OF APPLICANT

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Campground Name

I hereby certify under penalty that the statements contained in this application constitute notice of intention to sell or lease membership camping contracts, and that the statements together with any documents submitted herewith are full, true, complete and correct.

I further certify that, if this application has not been submitted on the standard form prepared by the Arizona Department of Real Estate, applicant agrees that the Department may take any action deemed necessary to ensure compliance with the membership camping laws if, after issuing a public report, the Department discovers errors, omissions or deficiencies in the application. The applicant further agrees to completely indemnify the Department, the State of Arizona, its agents and employees from any and all liability caused, in whole or in part, by use of a nonstandard form.

I am duly authorized to prepare and am the person responsible for the content of this application.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Title or Office

This instrument subscribed to and sworn before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_. 19\_\_\_\_ by Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in witness

whereof I set my hand and official seal. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Notary Public

APPLICATION MUST BE SIGNED AND SWORN TO BEFORE A NOTARY PUBLIC BY ALL MEMBERSHIP CAMPING OPERATORS PRIOR TO ISSUANCE OF THE PUBLIC REPORT.

**EXHIBIT A**

**CONTRACT DISCLOSURES**

A.R.S. 32-2198.05 Contracts; Cancellations

A resident purchaser for any reason may cancel a membership camping contract at any time before midnight of the third business day after purchaser has signed and received a copy of the contract. A non-resident purchaser for any reason may cancel a membership camping contract at any time before midnight of the seventh calendar day after the purchaser has signed and received a copy of the contract. To cancel a contract the purchaser may notify the campground operator of the cancellation in writing, by certified mail return receipt requested, or personal delivery, to an address in this state as specified in the contract. Proof of timely cancellation is satisfied if the certified letter is postmarked on or before midnight of the seventh day. All monies paid pursuant to the canceled contract shall be fully refunded within thirty days of receipt of the notice of cancellation. If the purchaser executed any credit or loan agreement through the campground operator to pay all or part of the camping services, the debt and security instruments shall also be returned within thirty days. **The contract shall contain a conspicuous notice printed in at least ten-point bold-faced type as follows:**

**NOTICE TO PURCHASER**

YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT. YOU MAY CANCEL THIS CONTRACT AT ANY TIME, IF A RESIDENT OF THIS STATE, BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY OR IF A NON-RESIDENT OF THIS STATE BEFORE MIDNIGHT OF THE SEVENTH CALENDAR DAY AFTER RECEIVING A SIGNED COPY OF THIS CONTRACT. IF YOU CHOOSE TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.
2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(NAME OF CAMPGROUND)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(ADDRESS OF CAMPGROUND)

IF YOU CANCEL THIS CONTRACT WITHIN THE TIME PERIODS SET FORTH ABOVE, YOU ARE ENTITLED TO A FULL REFUND OF YOUR MONEY. IF THE LAST DAY FOR GIVING NOTICE FALLS ON A SUNDAY OR HOLIDAY, NOTICE IS TIMELY GIVEN IF IT IS MAILED OR DELIVERED ON THE NEXT BUSINESS DAY. THE CAMPGROUND OPERATOR MUST MAKE REFUNDS WITHIN THIRTY DAYS OF RECEIPT OF THE CANCELLATION NOTICE.

**EXHIBIT “B”**

**CONFIDENTIAL**

1. A.R.S. 25-502(F) STATES: “Each licensing board or agency that issues professional licenses or certificates shall record the social security number of the licensee or certificate holder in its data base in order to aid the Department of Economic Security in locating non-custodial parents or the assets of the non-custodial parents.” You must provide the Department of Real Estate with your social security number; however, the number will not be disclosed to anyone other than a representative from another government agency in the course of the representative’s official duties.
2. LEGAL NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. SOCIAL SECURITY NUMBER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. I DECLARE THAT THE INFORMATION IS TRUE AND CORRECT.
5. SIGNATURE OF LICENSEE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_

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| **Notice to Applicant Pursuant to A.R.S. § 41-1030** |
| An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition. |
| This section may be enforced in a private civil action and relief may be awarded against the State. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section. |
| A State employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the Agency's adopted personnel policy. |
| This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02 |