

DISCOVERY BAY RESORT SITE ASSIGNMENT & SUBLEASE

This Site Sub-lease Agreement is by and between Discovery Bay Women's Club and the undersigned Leaseholder. Capitalized terms shall be as defined in the Amended & Restated Declaration of Discovery Bay Resort, recorded in the real property records of Jefferson County at Recording No. 657625, as may be hereafter amended ("Declaration"). In the event of a conflict between the provisions contained herein and the Governing Documents, the provisions of the Governing Documents shall control.

1. Site. This Site Assignment & Sublease ("Sublease") pertains to the sublease of Site Number _____ (the "Site") within Discovery Bay Resort, located at 2261 Old Gardiner Road, Sequim, Washington, 98382 (the "Resort").

☐ This Sublease is for the Site only. It does not include lease of personal property, including the Recreational Vehicle or park model located on the Site. If personal property is being leased, that lease shall be in writing and a copy filed with the Club commensurate with the filing of a copy of this Sublease; provided that, in the case of conflict regarding terms for the lease of the Site, the terms of this Sublease shall control over the terms of any separate lease of personal property.

☐ This Sublease includes the lease for both the Site and the Recreational Vehicle, park model, or other personal property located on the Site. Attach any additional terms regarding lease of personal property hereto as **Exhibit B**; provided that, in the case of conflict regarding terms for the lease of the Site, the terms of this Sublease shall control over the terms of any separate lease of personal property.

2. Leaseholder. The Party identified as the "Leaseholder" below is an RV Member of the Discovery Bay Women's Club (the "Club"), entitled to exclusive occupancy of the Site pursuant to the Site Lease Agreement, attached hereto as **Exhibit A**.

3. Sublessor. The Party identified as the "Sublessor" below has been approved for Social Membership in accordance with the Club's Governing Documents and shall lease the Site from the Leaseholder in accordance with the terms of this Sublease, including the Site Lease Agreement in **Exhibit A**, which is attached hereto and incorporated into this Sublease as if fully set forth herein, and the Governing Documents referenced therein. Sublessor expressly assumes all obligations of the Leaseholder under the Site Lease Agreement, except as expressly provided otherwise herein. Failure to comply with the provisions of the Site Lease Agreement or the Governing Documents shall be considered a default of this Agreement.

4. Initial Term. The term of this Sublease shall commence on _____ and shall end on _____, unless terminated in accordance with the provisions of the Declaration and Bylaws or as provided herein. Expiration of the Term without the express, written renewal of this Sublease shall result in a month-to-month Sublease of the Site.

5. Assignment of Rights. Leaseholders assign all rights of exclusive use of the Site, Common Areas, and all rights of membership in the Club to Sublessor, except that Leaseholder shall not assign any right to vote in accordance with the Governing Documents.

6. Sublease Payment. Sublessor shall be responsible for payment of \$_____ per month for Lease of the Site, plus an additional \$_____ per month for lease of the personal property (if blank, Sublease is only for lease of the Site and does not include lease of the personal property), which shall be due on the _____ of each month after commencement of the Term. This rent shall be considered delinquent if not paid on or before the _____ of each month. Leaseholder may charge interest up to the maximum amount allowed by law on all delinquencies. As used herein, "Sublease Payment" may include Rent, Assessments, Special Charges, and Utilities as defined in the Site Lease Agreement. Sublease Payments shall be mailed to the Leaseholder at the address specified below or as otherwise provided:

7. Sublease Fee. Leaseholders may be required to submit a Fee to the Club associated with the Sublease of a Site as provided in the Rules.

8. Site Condition. The Site has been inspected and is accepted by Sublessor in its present condition. Sublessor will at all times keep the Site in a neat, clean, and sanitary condition and consistent with the requirements of the Governing Documents. Leaseholder will at all times preserve said Site in good repair.

9. Further Leasing Prohibited. Sublessor is prohibited from further leasing the Site and any such attempt to sub-sublease the Site shall be void.

10. Alterations and Landscaping. Sublessor shall not make any alterations, additions, or improvements to the Site without the prior written consent of Leaseholder and the Club as provided in the Declaration. (DBWC CC&Rs Section 3.13).

11. Termination. This Sublease may be terminated by the Club or Leaseholder upon the conditions stated in, and in accordance with, Article 3 of the Declaration and Section 2.3 of the Bylaws (relating to termination of Membership), including death of the Leaseholder, condemnation of all or a portion of the Site, or with twenty (20) days' notice to the Sublessor if Sublessor continues to occupy the Site after the expiration of the Term.

12. Entire Agreement. This Sublease, including any attachments relating to the lease of personal property constitutes the sole agreement between the Parties regarding lease of the Site. Modifications or amendments to the Sublease must be in writing and signed by the Parties. Sublessor may not rely upon any representations made at any time unless expressly set forth in writing in this Sublease or the agreements incorporated as Exhibits.

13. Governing Law; Venue. This Sublease shall be construed in accordance with the laws of the State of Washington. Venue for enforcement shall be Jefferson County Superior Court.

14. Attorneys' Fees. In addition to any remedies provided for in the Governing Documents, in the event of any action to collect amounts owed or legal action to enforce this Sublease, the prevailing party shall be entitled to a judgment for all such costs of suit, including reasonable attorneys' fees.

LEASEHOLDER(S):

(Signature)

(Signature)

(Print Name)

(Print Name)

Date: _____

Date: _____

Phone No: _____

Phone No: _____

Email: _____

Email: _____

SUBLESSOR(S):

(Signature)

(Signature)

(Print Name)

(Print Name)

Date: _____

Date: _____

Phone No: _____

Phone No: _____

Email: _____

Email: _____

DISCOVERY BAY WOMEN'S CLUB:

The Discovery Bay Women's Club hereby consents
to the sublease of the Site

(Signature)

(Print Name)

Date: _____

DISCOVERY BAY RESORT SITE LEASE & RV MEMBERSHIP AGREEMENT

This Site Lease Agreement is by and between Discovery Bay Women's Club and the undersigned Leaseholder. Capitalized terms shall be as defined in the Amended & Restated Declaration of Discovery Bay Resort, recorded in the real property records of Jefferson County at Recording No. 657625, as may be hereafter amended ("Declaration"). In the event of a conflict between the provisions contained herein and the Governing Documents, the provisions of the Governing Documents shall control.

1. Resort. Discovery Bay Resort is a non-conforming recreational vehicle park development established as provided in the Declaration, located in Jefferson County, Washington, and composed of the Property legally described in Exhibit A to the Declaration.

2. Club. The Discovery Bay Women's Club is the non-profit corporation and social club identified in the Declaration, and any successor entity thereof, that is organized to manage the affairs of Discovery Bay Resort consistent with the applicable statutes and the Governing Documents. Because the Club owns all of the Property and only Leases Sites to its Leaseholders, the Club is not a homeowners' association subject to RCW Chapter 64.38 or a common interest community subject to RCW Chapter 64.90, and is not subject to the Fair Housing Act. The Club is also exempt from the provisions of the Landlord-Tenant Act at RCW Chapter 59.18 because its Members do not lease any dwellings, only Sites; Leaseholders occupy Recreational Vehicles owned by the RV Member, not the Club.

3. Leaseholder. The person executing this Agreement, approved for membership in the Club as an RV Member, is the Leaseholder. "Leaseholder" shall not include any other members of the Leaseholder's family or other occupants of the Site Leased unless such persons are also RV Members and either execute this Agreement or a Lease Assignment Agreement. Persons may be added to this Agreement as Leaseholders if they are approved for membership as RV Members and by execution of an Addendum to this Site Lease Agreement in accordance with any procedures contained in the Club's Rules. If multiple Leaseholders are identified for a single Site, the Leaseholders shall be jointly and severally responsible for the obligations contained herein.

4. Site. The Club does hereby lease to Leaseholder, and Leaseholder does hereby lease from Club, the following premises: **Discovery Bay Resort Site No. _____**, a site of approximately _____ square feet ("Site") as shown on the Resort Map. This Agreement and the Governing Documents entitle the Leaseholder to exclusive use and possession of the Site subject to the restrictions contained therein.

5. Common Areas. In addition to exclusive use and possession of the Site, this Agreement entitles Leaseholder, as a member of the Club, to shared use and enjoyment of the Club's Common Areas as defined in the Declaration, subject to any and all restrictions contained therein. The Club has the right to deny access to the Common Areas or services to Leaseholders, Occupants, and Guests, in accordance with any of the Club Rules, or for any reasonable purpose as determined at the Board's sole discretion, as provided in Article 3 of the Declaration.

6. Use Restrictions & Governing Documents Incorporated. The Lease and use of the Site by Leaseholder is subject to the restrictions contained in this Lease as well as the Club's "Governing Documents," which include the Declaration, Bylaws, and Rules, all of which are incorporated herein by

Discovery Bay Resort Site Lease Agreement

reference, and which are binding on all Leaseholders and Occupants or users of Sites. Leaseholders are advised to read, and become familiar, with the provisions of each of the Governing Documents.

7. Recreational Vehicle. Leaseholder is entitled to place one (1) Recreational Vehicle on each Site Leased. Recreational Vehicle, as defined in the Declaration, is considered personal property of the Leaseholder.

8. Term. The term of this Lease shall be ninety-nine (99) years commencing on January 1, 2023 ("Commencement Date"), unless terminated in accordance with the provisions of the Declaration and Bylaws. Upon expiration of the term, Leaseholder may have the right to enter into a subsequent Site Lease Agreement as provided in the Declaration.

9. Payment. As Leaseholder of the Site, Leaseholder shall pay the following Club Charges in accordance with Article 5 of the Declaration:

- a. Rent. For the first year of the Term, Rent shall be \$2400, and shall increase each year thereafter in accordance with the Consumer Price Index for all Urban Consumers (CPI-U), Western Region. Leaseholder is obligated to pay Rent for use and occupancy of the Site. The Club shall identify the Rent established in accordance with this index prior to the beginning of each calendar year as part of the budget process. Rent is due from each Leaseholder in monthly installments on the 1st of each month and is considered delinquent if not paid by the 1st day of the following month.
- b. Assessments; Special Charges. In addition to Rent, Leaseholder, as a Member of the Club, is obligated to pay Assessments and Special Charges as provided in Article 5 of the Declaration.
- c. Utilities. Water, sewer, and garbage services are paid for by the Club. As these services are not separately metered, the costs thereof are included in the Club's budget and are paid for by Leaseholders as Assessments. Electricity is paid for by the Club, but because the Sites are separately metered, each Site is assessed a Special Charge for its actual electric consumption in accordance with the meter reading. Propane, internet, cable, or other communication services are not provided by the Club, but Leaseholders may contract for these services directly, subject to approval by the LARC if such service requires installation of devices requiring the approval of the LARC. The Club shall not be liable for the failure of any utility services, whether contracted for by the Club or by the Leaseholder.

10. Occupants & Guests. Persons who occupy a Site for more than thirty (30) days in any twelve-month period, including family members or others cohabitating with Leaseholders, are considered "Occupants" under the Governing Documents and must be approved for membership as Social Members. Leaseholders shall identify known Occupants in an addendum to this Agreement. Persons who occupy a Site or use the Property at the invitation of an RV Member for thirty (30) or fewer total days in any calendar year are Guests and need not be approved for membership as Social Members.

11. Subleasing. The Site may only be Subleased to persons approved for membership in the Club as Social Members in accordance with Article 3 of the Declaration. All Subleases shall be in the form provided by the Club and shall provide that any failure by the Renter to comply with the terms of the Governing Documents shall be considered a default under the Sublease. Sites may not be Subleased for hotel or transient purposes, or for fewer than seven (7) consecutive days, and may not be licensed for use through AirBNB, VRBO or other similar short-term or vacation rental services. No less than the entire

Site shall be Subleased. During the period of any Sublease, Leaseholders are deemed to have assigned their exclusive rights to use the Site and the associated rights to use the Property to the Renters. The Leaseholder shall provide a copy of a fully executed Sublease to the Club in advance of the Renter's occupation of the Site. Leaseholders may be required to submit a Fee to the Club associated with the Sublease of a Site as provided in the Rules.

12. Assignment. This Site Lease Agreement may only be assigned to persons approved for membership in the Club as RV Members in accordance with the Declaration. Upon approval of the assignee as an RV Member, the Leaseholder shall execute an Assignment of Site Lease Agreement in the form proscribed by the Club. Any attempt to assign this Lease in any manner not consistent with the requirements of the Declaration shall be void.

13. Condition & Maintenance. The Site has been inspected and is accepted by Leaseholder in its present condition. Leaseholder will at all times keep the Site in a neat, clean, and sanitary condition and consistent with the requirements of the Governing Documents. Leaseholder will at all times preserve said Site in good repair. All repairs shall be at Leaseholder's sole cost and expense, except that Club will maintain and repair all utilities to the edge of the Site. Leaseholder will maintain the pedestal, post, and the water, electrical, sewer, telephone, and cable connections and shutoff valves or switches. Leaseholder will keep all drainage pipes free and open and will protect water, heating, and other pipes on the Site so that they will not freeze or become clogged, and will repair all leaks, and all damages caused by leaks, on the Site.

14. Alterations and Landscaping. Leaseholder shall not make any alterations, additions, or improvements to the Site without the prior written consent of Club as provided in the Declaration.

15. Club Right of Entry. The Club has the right to enter onto any Site if necessary or desirable to do so, in the sole discretion of the Club, to exercise a right or obligation contained in the Governing Documents or in the case of emergencies.

16. Termination. This Site Lease Agreement may only be terminated by Leaseholder or the Club upon the conditions stated in, and in accordance with, Article 3 of the Declaration and Section 2.3 of the Bylaws (relating to termination of Membership). Upon termination, the disposition of personal property located on the Site shall be determined as provided in Article 3 of the Declaration.

17. Death of Leaseholder. This Site Lease Agreement shall terminate upon the death of the sole remaining Leaseholder as provided in Article 3 of the Declaration if: a) the Leaseholder has not designated a Qualified Beneficiary; b) the Qualified Beneficiary does not qualify for membership in the Club as an RV Member; or c) the Qualified Beneficiary chooses not to accept assignment of the Site Lease Agreement. Qualified Beneficiaries may be designated, added, or changed by Addendum to this Agreement. Upon the death of a Leaseholder, the Club shall take the actions proscribed in Article 3 of the Declaration for assignment of the Lease to a Qualified Beneficiary and for disposition of any personal property located on the Site.

18. Liability: Insurance. All personal property on Sites shall be maintained and held by Leaseholder at Leaseholder's sole risk. Club shall not be liable for any damage to persons or property sustained by Leaseholder or others caused by any defects in the Site, casualty, or any act or neglect of Leaseholder, its Occupants or Guests. Leaseholder agrees to maintain liability insurance on the RV and all other motor vehicles parked on the premises or brought into the Resort, for at least the minimum limits required for such vehicles under Washington State law.

19. Condemnation. In the event a Site is taken by right of eminent domain, or by purchase under threat of condemnation or in lieu thereof, or a substantial portion of a Site has been taken and has rendered the remaining portion of the Resort not practical to continue to operate for the purposes of this lease in the judgment of the Club, then this Lease shall be terminated as of the time of taking.

20. Notices. Any notice required to be served in accordance with the terms of this Site Lease Agreement shall be sent and deemed delivered in accordance with the provisions of the Governing Documents.

21. Attorneys' Fees. In addition to any remedies provided for in the Governing Documents, in the event of any action to collect amounts owed or legal action to enforce this Site Lease Agreement, the prevailing party shall be entitled to a judgment for all such costs of suit, including reasonable attorneys' fees.