2025



IRONOAKS RESIDENT AMENITY MEMBERSHIP AGREEMENT

| econdary Phor | ne: | | |
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| P | hone Number: | | |
| nunication by 6 | email and text f | from the IronOa | ks Associat © n: |
| Date: | | | |
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| Amount \$3300 | Tax \$224.75 | | Total with Tax \$3524.75 |
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| Amount | ali Soit | | CC fee for JAN |
| \$275 | \$17.33 | | \$7.31 |
| \$210 | \$13.23 | \$223.23 | \$5.58 |
| \$210 | \$13.23 | \$223.23 | \$5.58 |
| \$210 | \$13.23 | \$223.23 | \$5.98 |
| \$160 | \$10.08 | \$170.08 | \$4.19 |
| \$160 | \$10.08 | \$170.08 | \$4.19 |
| \$115 | \$7.25 | \$122.25 | \$3.03 |
| \$55 | \$3.47 | \$58.47 | \$1.46 |
| \$95 | \$6.00 | \$101.00 | \$2.53 |
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| Cash | Credit C | ard | |
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POLICY - ELIGIBILITY TO PURCHASE MEMBERSHIPS

In order to be eligible to purchase an annual or any other type of membership at the preferred homeowner rate that is offered by the IronOaks at Sun Lakes Homeowner's Association #3 (the HOA), a member of the Association must be a Member in Good Standing. In order to be a Member in Good Standing a member of the Association must be current with all amounts due to the Association, including without limitation, annual dues, special assessments or any outstanding fines owed to the Association by that member.

The memberships covered by this policy shall be all such memberships offered by the Association, including without limitation, memberships for the fitness center, golf courses, pickleball, tennis, and/or softball. In the event a Member is delinquent in any monies owed to the Association, if that Member enters into a payment plan to pay the amount owed, then that member shall be eligible to purchase the memberships offered by the Association.

NO REFUNDS OR MEDICAL CREDITS will be made except as described in the Pro-Rata and Refund Policy below. Unlimited participation is not guaranteed. The reservation system will be used to assign prime time court reservations.

From time to time, the Fitness Center, Golf Courses, Softball Field, Tennis and Pickleball Courts will be closed for certain operations which may include: maintenance, HOA-approved scheduled tournaments, periods of adverse weather conditions, and/or government mandates. Such closures create no obligation on the HOA for refunds, rebates, or credit in connection with the annual or daily fees.

Please Note: Individual annual membership fees are non-transferable and non-refundable. Homeowners have the option of purchasing a 12-Month Annual Membership or Punch Cards, or 6-Month Membership.

ANNUAL FITNESS FEE/PUNCH CARD PRO-RATA AND REFUND POLICY

- Annual membership fees will be pro-rated for first time home buyers and/or first time amenity participants. Home buyers have one (1) year from the close of escrow to exercise the option. When applying for pro-rated fees, documents showing proof of purchase must be presented.
- Annual membership fees or Punch Cards will be refunded in the event of purchaser's death. Refund of the decedent's fees will be pro-rated beginning with the first full month following the death for annual memberships. Punch Cards will be refunded based on the value of the unused passes.
- Annual membership fees or Punch Cards will not be pro-rated or credited for any other reason.
- 2025 Punch Cards can be upgraded to an annual membership at any time and will be valued at the number of unused punches remaining on the Punch Card. All Punch Cards expire on December 31st of the year in which they are purchased. Each time a visit occurs, a punch will be deducted from the Punch Card balance until the balance is zero.

IRONOAKS AT SUN LAKES RESERVES THE SOLE RIGHT TO INTERPRET THESE POLICIES

Applicant understands that the activities undertaken as a member of a fitness, golf, tennis, pickleball, or any other amenity may be hazardous to applicant, and applicant hereby expressly and specifically assumes the risk of injury or harm in the activities and releases Sun Lakes Homeowners Association #3, Inc. dba IronOaks at Sun Lakes, and BlueStar Resort and Golf from all liability for injury, illness, death, or property damage resulting from the activities.

Applicant also understands that the HOA and BlueStar Resort and Golf do not carry or maintain health, medical, or disability insurance coverage for applicant. Applicant is expected and encouraged to obtain their own medical or health insurance coverage. Please note Rules and Regulations exist for each amenity. A list of these Rules and Regulations can be found online at IronOaksAZ.com. Please be aware that it is each Member's responsibility to be aware of and comply with the terms of the Rules and Regulations. Failure to comply may result in the suspension of a Member's access to an amenity.

While the HOA has implemented preventative measures to help reduce the spread of COVID-19, the HOA cannot guarantee that its preventative measures have been fully implemented or that they will be effective to prevent the spread of COVID-19. As a result, the HOA cannot guarantee that you will not become infected with COVID-19 while using HOA facilities, including but not limited to restaurants, pools, spas, gyms, fitness facilities, locker rooms

and other spaces in and around the HOA ("HOA Facilities"). Using HOA Facilities, especially if you are age 65 or older or have serious underlying medical conditions could increase your risk of contracting COVID-19.

By signing this agreement:

- 1. I understand and acknowledge the contagious nature of COVID-19;
- 2. I understand and acknowledge that using the HOA Facilities may increase my chances of becoming exposed to or infected with COVID-19, especially if I am over the age of 65 or have underlying medical issues;
- 3. I understand and acknowledge that if I become exposed to or infected with COVID-19, and that such exposure may result in personal injury, illness, permanent disability or death;
- 4. I understand and acknowledge that if I become infected with COVID-19, and I do not exhibit signs of illness I may pass the disease to others with whom I come in contact (including my family) and they in turn may experience personal injury, illness, permanent disability or death; and 5. I understand and acknowledge that the risk of becoming exposed to or infected by COVID-19 while using HOA Facilities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the HOA employees, agents, contractors, and other HOA members and their families.

Based on my full and clear understanding of the foregoing risks, I voluntarily agree to assume all of said risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my use of HOA Facilities ("Claims"). On my behalf, and on behalf of my heirs, I hereby release, covenant not to sue, discharge, defend and indemnify (hold harmless) the HOA, BlueStar Resort and Golf and their respective employees, agents, affiliates, partners and

representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind whatsoever arising out of or relating to the Claims. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the HOA, Bluestar Resort and Golf and their respective employees, agents, affiliates, partners, contractors and representatives, whether a COVID-19 infection occurs before, during, or after participation.