

Scottsdale Ranch Community Association
10585 North 100th Street, Scottsdale, Arizona 85258
Phone: (480) 860-2022 Fax: (480) 860-8264

Lake Serena Membership Card Application
Lake Serena Membership Cards are available
Only to residents in good standing

Name: _____	Today's Date: _____
SRCA Property Address: _____	Phone Number: _____
Subdivision _____	Email Address: _____
Please circle: Owner or Renter <i>If applicant is a renter, lease expiration date is required</i> _____	
Number of Passes issued: _____	Pass Identification Number(s) _____

Lake Serena Policies

A summary of certain key restrictions is provided for your convenience below. For additional information on the entirety of the restrictions applicable to use of Lake Serena, please consult the current Summary of Rules and Architectural Guidelines and the Declaration.

Membership Cards

- All residents of Scottsdale Ranch may apply for a Lake Serena Membership Card at no charge. Cards are non-transferrable.
- The card must be in the resident's possession and visible when using the lake. Residents must also carry another form of identification and when using the lake and show to Scottsdale Ranch personnel upon request.
- Lake Serena is a private lake and is only available for use to SRCA residents who have a Lake Membership Card and are current residents.
- Residents are responsible for any guests who use the lake and guests must be accompanied by a resident at all times.
- Renters are only permitted to use the lake during the time of their active lease of a SRCA residence. A rental information form (in the form provided by the Association) must be provided to the Association to receive a Lake Membership Card.
- Residents without Lake Serena cards will be asked to vacate the area until proper identification is obtained.
- Owners and renters are required to return Lake Membership Cards to the SRCA administrative office upon the sale of their home or expiration of their lease. The Association will charge a \$25 per card Special Use Fee to any Owner who does not return all issued Lake Serena Membership card(s) to the Association prior to the Association receiving requests for payoff figures from a title company for sale of the home. The Association will also charge a \$25 per card Special Use Fee to any Owner whose tenant does not return all issued Lake Serena Membership card(s) upon the expiration of their lease.
- Anyone who uses the lake that is not a current owner or renter of SRCA is considered trespassing.
- It is strongly recommended that children be accompanied by an adult when fishing or otherwise using the lake.

Waterfront Access

Residents of Scottsdale Ranch are permitted to use waterfront areas that are dedicated to the Scottsdale Ranch Community Association. Residents are not to use waterfront areas that are private property. Fishing from the shoreline is permitted provided it is NOT on private property.

Lake Regulations (Use of Lake Serena is at your own risk)

- No swimming, waterskiing, windsailing, inner tubes, paddle boarding or the like is permitted on Lake Serena.
- Boat permits are required for all boats and may be obtained from the SRCA office.
- No gasoline-powered motors are permitted on Lake Serena except those operated by Scottsdale Ranch Community Association.

Lake Serena use is monitored by SRCA personnel. The Scottsdale Ranch Community Association Board of Directors reserves the right to suspend Lake Serena card privileges of any resident who violates the rules.

I certify that the facts contained in the application are true and complete to the best of my knowledge. I understand and agree to follow the policies regarding the use of Lake Serena as contained in this document and further outlined in the Summary of Rules and Architectural Guidelines and the Declaration.

I agree to compensate SRCA in the amount deemed necessary by SRCA for repair of any damages arising from the use of Lake Serena by myself, my family, or my guests.

I, as a resident desiring to voluntarily make use of Lake Serena and/or the parent or guardian of child(ren) under the age of eighteen voluntarily making use of Lake Serena, acknowledge that using Lake Serena may expose myself and/or my child(ren) to hazards or risks that may result in illness, personal injury or death and I understand and appreciate that nature of such hazards and risks. I further acknowledge that I and/or my child(ren) will be participating in activities that could result in risks or hazards including, but not limited to: physical contact or collisions with other people or watercraft; slips, falls, or impacts with hard surfaces or property improvements; sprains, strains, and other joint and muscle injuries; dehydration, heat exhaustion, or heat stroke; contact with or immersion in the water of Lake Serena, which is not intended for swimming or consumption; and potential contact or collision with objects submerged in the water of Lake Serena, all or any of which may cause illness, injury, or death.

In consideration of my/our use of Lake Serena, I hereby accept all risk to the health of myself and/or my child(ren) and of our injury or death that may result from such use of Lake Serena and I hereby release Scottsdale Ranch Community Association ("SRCA"), its governing board, officers, employees, agents, and representatives from any and all liability to me or my child(ren), our personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to the our property and for any and all illness or injury to the person of both myself and my child(ren), including death, that may result from or occur during our use of Lake Serena, whether caused, in whole or in part, by negligence of SRCA, its governing board, officers, employees, or representatives, or otherwise. I further agree to defend, indemnify and hold harmless SRCA and its governing board, officers, employees, or representatives from liability for the injury or death of any person(s) and damage to property caused, in whole or in part, by the act or omission of either myself, my child(ren), or my guests while using Lake Serena, regardless of whether it is caused in part by a party indemnified thereunto. The Association shall control the defense provided by me pursuant to this provision, and shall choose the counsel to be used in such defense. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity that would otherwise exist as to any party or person described in this paragraph.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR INJURY OR DEATH OF MYSELF OR MY CHILD(REN) OR DAMAGE TO OUR PROPERTY THAT OCCURS WHILE USING LAKE SERENA AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY THE ACT OR OMISSION OF EITHER MYSELF, MY CHILD(REN), OR MY GUESTS.

Signature _____

Date _____

For rentals of homes and condominium units, the Owner of the property (or their authorized agent) must sign below:

I, as the Owner of the above-described property, or their authorized agent, hereby agree to the tenant of my property obtaining a Lake Serena Membership Card, and understand that if the tenant does not return the Lake Serena Membership Card by the expiration of the lease, I will be charged a Special Use Fee of \$50.00.

Name: _____

Signature: _____

Owner or authorized agent _____: