

**POLICIES AND PROCEDURES GOVERNING THE  
WATERS' EDGE METROPOLITAN DISTRICT NO. 1  
RECREATION AMENITIES**

Adopted \_\_\_\_\_, 2026

Preamble

The Board of Directors of Waters' Edge Metropolitan District No. 1 hereby adopts the following Policies and Procedures Governing the Waters' Edge Metropolitan District No. 1 Recreation Amenities (the "Policies") pursuant to § 32-1-1001(1)(m), C.R.S., to provide for the orderly and efficient conduct of construction, management, operation and control of the public facilities and services of the District, in accordance with the Consolidated Service Plan for Waters' Edge Metropolitan District Nos. 1-5, including certain recreation amenities including a learning center, pool, and landscaped common areas (collectively the "Recreation Amenities").

All references herein to the "District" shall refer to Waters' Edge Metropolitan District No. 1. All references herein to the "Board" shall refer to the Board of Directors of Waters' Edge Metropolitan District No. 1. All references herein to "District Manager" shall refer to an independent contractor engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of District authority.

Article I

**ACCESS TO AND USE OF THE RECREATION AMENITIES**

**1.1 Persons within District Boundaries.** All residents and property owners of property within the legal boundaries of the District, comprised of the Districts' boundaries, as amended from time to time ("District Residents and Property Owners"), shall be entitled to use the Recreation Amenities as permitted in these Policies. All persons claiming status as a District Resident or Property Owner shall present proof of such residency or property ownership to the District Manager upon submission of the Property Owner Form in order to receive an access key fob for use of the Recreation Amenities. Acceptable proof of residency or property ownership shall include, but not be limited to, a valid Colorado driver's license or identification issued by the Colorado Department of Motor Vehicles or a deed or lease for any such property. The District Manager shall accept or reject any such proof of residency or property ownership in its discretion. Use of the Recreation Amenities by District Residents and Property Owners is subject to timely payment of all District fees, charges and taxes. In the event that such fees, charges and taxes are not timely paid, such resident or property owner shall not be issued an access key fob or otherwise be entitled to use of the Recreational Amenities, and any privileges for use of the Recreation Amenities pursuant to a previously issued access key fob shall be suspended or revoked in the District's discretion.

**1.2 Persons without the District Boundaries.** All persons not residing or owning property within the boundaries of the District ("Non-District Property Owners and Residents"), may be entitled to use the Recreation Amenities as permitted herein. Charges for use of the

Recreation Amenities by Non-District Property Owners and Residents shall be Four Thousand Five Hundred Dollars (\$4,500.00) per year per household, as may be subsequently amended from time to time by the Board. The Board has determined this fee reasonably estimates the annual mill levy payments and other annual fees such Non-District Property Owners and Residents would be responsible for if they were District Residents and Property Owners. All persons desiring access to the Recreation Amenities under this Section shall pay in full all applicable annual charges and fees prior to being allowed access to the Recreation Amenities for the year in question. The District retains the right to limit access to the Recreation Amenities for Non-District Property Owners and Residents based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the District in its discretion. Use of the Recreation Amenities by Non-District Property Owners and Residents shall be allowed on a first-come, first-serve basis in the event of any such limitations.

**1.3 Use of the Recreation Amenities.** All Property Owners desiring to use the Recreation Amenities (“Users”) shall be required to complete, on an annual basis, the Property Owner Form and Property Owner Waiver and Consent Form in substantially the form attached hereto as **Exhibit A**, as amended from time to time, for submission to the District Manager. All other persons over the age of 18 desiring to use the Recreation Amenities (including, but not necessarily limited to, adult children, tenants/renters, regularly employed caregivers, grandparents, grandchildren, and other residing at an in-District property address) (“Additional Authorized Users”) must be listed on the Property Owner Form of a Property Owner as an Additional Authorized User, and further shall be required to complete, on an annual basis, the Additional Authorized User Form and Additional Authorized User Waiver and Consent Form in substantially the form attached hereto as **Exhibit B**, as amended from time to time, for submission to the District Manager. The Property Owner Waiver and Consent Form or Authorized Additional User Waiver and Consent Form must be signed by all Users over the age of 18, individually, and by parents or legal guardians on behalf of all individuals under the age of 18. Requests for access key fobs shall be submitted by all users on the Access Key Fob Request Form in substantially the form attached hereto as **Exhibit C**. Upon adequate completion of all required forms, Users shall be issued an access key fob by the District Manager. Users may be requested, at any time, to demonstrate their eligibility to use the Recreation Amenities, and may be required to present their access key fob to an authorized representative of the District. Any User who refuses, upon request to present their access key fob may have their Recreation Amenities privileges revoked and subjected to further review by the District. The District Manager will charge a reasonable fee for access key fobs. Lost key fobs must be reported immediately to the District Manager, and replacement access key fobs will also be subject to a replacement fee.

All access key fobs issued by the District Manager are the sole property of the District and may not legally be assigned, sold, loaned or otherwise transferred without the prior written authorization of the District Manager. Any transfer without the District Manager’s approval shall be void and the District shall retain the right to suspend or revoke any User’s privileges to the Recreation Amenities for such violation. A District Resident or Property Owner shall promptly notify the District Manager if they move outside of District boundaries or cease to own property therein. Any such person may continue to use the Recreation Amenities as a Non-District Resident

or Property Owner by complying with Section 1.2 of these policies.

**1.4 Guests of Users.** Each District Resident or Property Owner shall be allowed two (2) guests who are not immediate family members per day per household for use of the Recreation Amenities unless prior permission is granted by the District Manager, at least 48-hours in advance, for additional guests. Immediate family members are defined as parents, grandparents, siblings, children, and grandchildren. All guests must be accompanied by the User at all times during their use of the Recreation Amenities. All guests under the age of 18 must be accompanied by a User over the age of 18. All Users shall be responsible for their guests' actions, and shall be jointly and severally liable with such guest for any damages caused by such guest to the Recreation Amenities.

**1.5 Hours of Operation.** The Recreation Amenities facilities shall have the following hours and dates of operation:

**Pool** shall be open from Memorial Day to Labor Day

Lap swim every day from 6:00 am to 8:00 am, subject to change without notice

Open use every day from 10:00 a.m. to 9:00 p.m., subject to change without notice

**Technology Room**

Every day from 10:00 a.m. to 9:00 p.m., subject to change without notice

**Social Area**

Every day from 10:00 a.m. to 9:00 p.m., subject to change without notice

**Pergola & Grill**

Every day from 10:00 a.m. to 9:00 p.m., subject to change without notice

Access to the Learning Center shall be allowed for Users year-round pursuant to these Policies.

The hours of operation of the Recreation Amenities shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the District in its discretion. Users may contact the District Manager to obtain up to date information relating to the hours of operation for any of the Recreation Amenities. Additionally, the District reserves the right to close any Recreation Amenity due to weather conditions, preparation for major events, temporary staffing problems or other reasons. Any such closing required will not result in any adjustments to User fees.

**1.6 Commercial Use.** The Recreation Amenities will not be permitted for commercial activities or other private business enterprise except as specifically provided for in these Policies. Events of a commercial nature may be held at the Learning Center provided the User first submits an Application for Facility Use and completes a Learning Center Rental Agreement in accordance with these Policies. Exterior signage and advertising of any kind shall not be permitted. Events held at the District's Learning Center are intended for invited guests only and under no

circumstances shall commercial activities be solicited to or made open to the public. Any User desiring to hold an event at the Recreation Amenities which is contrary to these Policies must submit a request in writing at least 30 days prior to the date of such event to the District for its consideration. The User must indicate how all safety requirements and other provisions of these Policies have been satisfied. The Board shall make a determination regarding such event at its next regularly scheduled meeting and shall inform the User in writing of its determination. All such requests are subject to the District's discretion.

## Article II

### MISCELLANEOUS

**2.1**    Lost Articles. The District is not responsible for any lost or stolen articles or for accidents on the premises. All personal articles should be locked or secured as appropriate to avoid loss to the owner. There will be a collection spot for all lost articles designated in the Recreation Amenities. All lost articles which are not claimed shall be donated to a non-profit collection agency on a monthly basis as determined at the District's sole discretion.

**2.2**    Limitation Of Liability of District. Use of the Recreation Amenities is at the sole risk of any User. Except as provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., the District shall not be responsible for any claims for damage by reason of any action or inaction of the District or its agents or representatives in connection with any of the Recreation Amenities.

**2.3**    Equipment. All equipment, supplies and other furnishings located in or around the Recreation Amenities are the property of the District and shall not be taken from the premises without prior written consent of the District Manager. Any violations will be reported to law enforcement for prosecution.

**2.4**    Smoking, Drugs and Alcohol. Smoking, tobacco products and the use of illegal drugs shall not be permitted in or around the Recreation Amenities. Use of alcohol is permitted by adults over the age of 21 during certain special events with prior approval of the District Manager and in accordance with the requirements of these Policies. For any reservations involving alcohol, the use of a licensed/TIPS certified bartender is required. Renters must provide name, contact information, and license number of the designated bartender. Alcohol is prohibited in the pool area at all times.

**2.5**    Weapons. No weapons of any kind shall be allowed on or around the Recreation Amenities, including, but not limited to, pocket knives or guns.

**2.6**    Food and Drink. Food and drink are permitted in the Recreation Amenities. Glass containers are absolutely prohibited in the pool area. Users must clean up after themselves.

**2.7**    Pets. Pets are not allowed in the Learning Center or pool area, but are allowed beyond the fenced perimeter. All pets must be accompanied and must be on a leash. All Users are responsible for cleaning up after their pet. Service animals, as defined under the Americans with Disabilities Act, are permitted in all Recreation Amenities and are not subject to the pet restrictions of this section.

### Article III

#### SWIMMING POOL

**3.1**    Pool Rules. Pool rules are posted in the swimming area and may be obtained directly from the District Manager. A list of pool rules and regulations is attached as **Exhibit D**.

**3.2**    Pool Attendant. The District shall contract with a pool consultant on an annual basis which shall be responsible for all aspects of operations and maintenance of the pool and pool area.

**3.3**    Lifeguards. Lifeguards may be provided by the District as a courtesy and safety measure; however, Users acknowledge they utilize the pool facilities at their own risk. All Users must have a completed a Property Owner Waiver and Consent Form or Authorized Additional User Waiver and Consent Form on file with the District Manager.

**3.4**    Flotation Devices. No swimmers dependent upon any flotation device shall be permitted in the pool unless accompanied in the water and directly supervised by a responsible adult over the age of 18. The District reserves the right to prohibit or remove any flotation device that obstructs lifeguard sightlines, interferes with other Users' use of the pool, or poses a safety hazard, regardless of size. Recreational flotation devices are permitted only during designated open swim hours and are not permitted during lap swim.

**3.5**    Children. No one 13 years of age and younger is allowed in the pool area unless accompanied by an adult over 18 years of age, or a minor aged 16-17 for whom a Minor Release Form is on file with the District on which parents have expressly authorized their children to supervise other minors. Children ages 14-17 may swim unsupervised if expressly authorized on a Minor Release Form. All minors will need to have a valid access key fob. If approved minors will be bringing guests that are between the ages of 14-17 without adult supervision, those minor guests also must have a Minor Release Form on file with the District before access will be granted to the pool. The Minor Release Form shall be submitted to the District Manager in substantially the form attached hereto as **Exhibit E**, as may be amended from time to time, prior to any use of the pool by children, as provided for in this Section.

Children of non-swimming ability must be in direct contact with an adult in the water at all times. All children not potty trained must wear swim diapers beneath their bathing suits. No plastic, disposable or cloth diapers are permitted. Adult chaperones must be in the pool and within

reach of all children aged 9 and under who have not passed a lifeguard-administered swim test. Adult chaperones are required to be in the pool area to supervise children aged 10-13, but are not required to be in the water if the children can pass a lifeguard-administered swim test.

**3.6** Wet Attire. Users and guests shall not sit or lie on upholstered furniture, cushioned seating, or other non-pool furnishings while wearing a wet swimsuit or other wet attire. A towel or dry cover-up must be used to protect such furniture from moisture damage. Users may be held responsible for any damage to furniture resulting from a violation of this provision, and repeated violations may be treated as a violation of these Policies under Article VI.

## Article IV

### LEARNING CENTER

**4.1** Use of the Learning Center. The Learning Center shall be available to all Users upon payment of the rental fee, security deposit and other fees set from time to time by the Board in accordance with the terms of the Rental Agreement. The District may, in its discretion, decline rental of the Learning Center for any event it deems to jeopardize the safety, health or welfare of the public, or based on facility availability, operational considerations, or other District priorities. Rental of the facility may include the Social Area, Technology Room, or Pergola and Grill.

**4.2** Capacity. Municipal fire codes establish occupancy limits for the building and individual rooms. Total building capacity for the Learning Center is 80 people. Specific areas in the Learning Center have the following capacities:

|                   |    |
|-------------------|----|
| Social Area       | 68 |
| Technology Room   | 29 |
| Pergola and Grill | 16 |

**4.3** Security. Security personnel and Tenant User Liability Insurance (TULIP) coverage may be required for all rentals during events where alcohol will be present regardless of the number of attendees. Security personnel must be selected from a list of security personnel pre-approved by the District unless an alternate provider is screened and approved in writing by the District Manager prior to the scheduled rental. Approval of security personnel by the District does not constitute a warranty or guarantee of such security personnel's performance by the District. Notwithstanding the foregoing, no additional security personnel is required where the Rental Party is a governmental entity and security officers and/or law enforcement are attendees at the event.

**4.4** Reservations. Users shall submit an Application for Facility Use, attached as **Exhibit F**, for rental of the Learning Center. Users must also complete a Learning Center Reservation Agreement in substantially the form attached as **Exhibit G** and subject to the terms and conditions provided therein.

**4.5 Tenants/Renter Use of Learning Center.** All tenants/renters living within the District who desire to rent the Learning Center shall also have the Reservation Agreement signed by the Property Owner of the property lying within the District boundaries.

**4.6 Vendors.** Any vendors or suppliers engaged for a personal event are the sole responsibility of the renter. The District assumes no liability for the actions, services, or equipment of outside vendors.

**4.7 Furniture Rearrangement.** Users may rearrange furniture within the Technology Room as needed for their event or activity, provided that all furniture is returned to its original configuration at the conclusion of the User's use of the space. Users shall be responsible for any damage to furniture or the premises resulting from rearrangement under this Section.

## Article V

### LANDSCAPED COMMON AREAS

**5.1 Park and Picnic Areas.** The open green areas are intended for general play, recreational use and picnics. Users shall report all broken or damaged equipment to the District Manager, as well as any other items, such as broken glass, which could be hazardous or harmful to persons utilizing these areas. No motorized bikes or vehicles are allowed in the park areas or on the bike or trail paths. Camping is not permitted on District-owned property at any time.

## Article VI

### ENFORCEMENT

**6.1 Disorderly or Offensive Conduct.** The District and its authorized representatives may request any User to cease conduct that is:

1. In violation of District policies;
2. Interferes with or is abusive toward any District representative in the normal operation of the facility;
3. Interferes with any User, User's guest or other person's use or enjoyment of the facilities or is abusive to any such person; or
4. Criminal, tortious, intimidating or threatening, or any behavior that might result in bodily harm or property damage.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the District representative is authorized to use all reasonable means deemed necessary to stop such conduct, including, but not limited to, having the offending party removed

from the Recreation Amenities and/or suspending the offending party's Recreation Amenities privileges. Any such suspension may be appealed to the Board at the next regular District meeting. Any person refusing removal from the Recreation Amenities or attempting to enter or remain on the premises of the Recreation Amenities after their privileges have been revoked may be subject to arrest and prosecution for criminal trespass under Colorado law.

**6.2 Violation of Recreation Amenities Policies.** If anyone is found abusing the equipment, furniture or disobeying the Policies, disciplinary measures will be administered by the District Manager as follows without the necessity of any action of the Board:

|                 |                                                            |
|-----------------|------------------------------------------------------------|
| First offense:  | Verbal warning                                             |
| Second offense: | Restricted from the Recreation Amenities for two (2) weeks |
| Third offense:  | Restricted from the Recreation Amenities for one (1) month |
| Fourth offense: | Restricted from the Recreation Amenities for one (1) year  |

The Board shall be notified of all disciplinary measures by the District Manager and shall, in its discretion, have the ability to impose other disciplinary measures as it deems appropriate at any point in time, which may include revocation of Recreation Amenities privileges for a User and/or User's family members. Any violations and disciplinary measures taken will be recorded in writing and kept on file by the District Manager. Offending parties may also be subject to other penalties and sanctions under Colorado law, including, but not limited to, prosecution under § 18-9-117, C.R.S. All violations may be reported to local law authorities as deemed necessary by the District Manager or the Board.

Additional fines, suspensions and other punitive measures may be imposed for violations of the terms of facility rental agreements.

### **6.3 Procedure for Identification and Removal of Violators.**

(a) *Identification.* Any District representative, including District Manager staff (each, a "District Representative"), who observes conduct described in Section 6.1, or who receives a credible report of such conduct from a User or guest, shall document the conduct in writing as soon as reasonably practicable, including the date, time, location, individuals involved, and a factual description of the observed conduct.

(b) *Warning and Opportunity to Comply.* Except as provided in subsection (c), a District Representative shall first request that the individual cease the offending conduct and shall provide a reasonable opportunity to comply before removal.

(c) *Immediate Removal.* A District Representative may remove an individual from the Recreation Amenities without prior warning where the individual's conduct presents an immediate threat to the health, safety, or welfare of any person, or falls within Section 6.1(d) (criminal, tortious, intimidating, or threatening conduct).

(d) *Documentation and Reporting.* Any removal or suspension of privileges shall be documented in writing by the District Representative involved, including the factual basis for the action, and submitted to the District Manager within 48 hours. The District Manager shall maintain a written log of all such incidents and report all removals or suspensions to the Board at its next regular meeting.

(e) *Notice.* Following any removal or suspension, the District Manager shall provide written notice to the affected User (or, for a guest, to the sponsoring User) stating the basis for and duration of the action, and informing the individual of the right to appeal under Section 6.1.

(f) *Appeal.* This Section does not limit a User's right to appeal a suspension to the Board as provided in Section 6.1.

**EXHIBIT A**  
Property Owner Form and  
Property Owner Waiver and Consent Form

**EXHIBIT B**

Additional Authorized User Form and  
Additional Authorized User Waiver and Consent Form

**EXHIBIT C**  
Access Key Fob Request Form

**EXHIBIT D**  
Pool Rules

**EXHIBIT E**  
Minor Release Form

**EXHIBIT F**  
Application for Facility Use

**EXHIBIT G**  
Learning Center Rental Agreement