

**SECOND AMENDED
POLICIES AND PROCEDURES GOVERNING THE
RECREATION AMENITIES
OF
CIMARRON METROPOLITAN DISTRICT**

*Adopted and Enforced By
The Board of Directors
Cimarron Metropolitan District*

Effective: April 26, 2017

Preamble

The Board of Directors of Cimarron Metropolitan District (the “**District**”) has adopted the following Second Amended Policies and Procedures Governing the Recreation Amenities of Cimarron Metropolitan District (“**Policies and Procedures**”) pursuant to Section 32-1-1001(1)(m), C.R.S., by Resolution No. 2017-04-01, to provide for the orderly and efficient conduct of management, operation and control of certain public facilities and services of the District. This Second Amended Policies and Procedures Governing the Recreation Amenities of Cimarron Metropolitan District amends and restates in its entirety the First Amended Policies and Procedures dated November 19, 2013 and the First Amendment thereto dated March 25, 2014.

The District, pursuant to the provisions of its Service Plan approved by the City of Arvada on March 1, 2004, as it has been and may be amended from time to time, has constructed certain recreation amenities to serve the community commonly known as Candelas (the “**Community**”) including a swimming pool and clubhouse (including an exercise room) known as the “Candelas Swim and Fitness Club at Townview” and a swimming pool and clubhouse (including an exercise room) known as the “Candelas Swim and Fitness Club at Parkview” (collectively, the “**Recreation Facilities**”) together with such open green areas intended for general play and recreational use, trails, hard surface equestrian trails, picnic facilities, tot lots and playgrounds intended for public use, and parks (collectively, the “**Common Areas**” and, together with the Recreation Facilities, the “**Recreation Amenities**”).

Unless otherwise specified, all references to the “District” made herein shall refer to Cimarron Metropolitan District and its Board of Directors. The District is the management district for the Community and has entered into agreements with the Vauxmont Metropolitan District (“**Vauxmont**”) whereby the District will own and manage the Recreation Amenities and Vauxmont will impose taxes and fees upon the residents of the Community to pay for the Recreation Amenities. The District has retained a management company to assist it in managing its affairs, including, but not limited to, employing an administrator (“**District Management**”) to manage the Recreation Facilities.

ARTICLE 1.
ACCESS TO AND USE OF THE RECREATION AMENITIES

1.1 Access to Recreation Amenities. The Recreation Amenities of the District are open to the public, subject to the Policies and Procedures set forth herein. The District retains the right to limit access to the Recreation Amenities based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the Board of Directors in its discretion. Use of the Recreation Amenities shall be allowed on a first-come, first-served basis in the event of any such limitations.

1.2 Access to Recreation Facilities by Persons within the District's Boundaries. All residents and property owners of property within Vauxmont ("**District Residents and Property Owners**"), shall be entitled to use the Recreation Facilities as permitted herein. Use of the Recreation Facilities by District Residents and Property Owners is subject to timely payment of all of the District's fees, charges and taxes and those fees, charges and taxes imposed by Vauxmont. In the event that such fees, charges and taxes are not timely paid, such resident or property owners shall not be issued Access Cards and Wristbands for the Recreation Facilities, as defined in Section 1.4 below. Any privileges for use of the Recreation Facilities pursuant to previously issued Access Cards and Wristbands may be suspended or revoked, in the District's discretion.

1.3 Access to Recreation Facilities by Persons outside of the District's Boundaries. All persons not residing or owning property within the legal boundaries of Vauxmont, as such boundaries may be adjusted from time to time via the inclusion and/or exclusion of property ("**Non-Residents**"), shall be entitled to use the Recreation Facilities as permitted herein. Charges for use of the Recreation Facilities by Non-Residents shall be per household address ("**Non-Resident Household**"). The charges shall equal, at a minimum, the estimated annual mill levy payments and other annual fees assessed for which such property would be responsible if it were included in Vauxmont's boundaries, based on an average home value of \$450,000 multiplied by the current assessment ratio and mill levy rate, which currently equates to an annual fee of \$2,507.40. This stated fee amount is for illustrative purposes only, and should be confirmed annually with District Management which will maintain a rate sheet for the Non-Resident Household fee, subject to adjustment on an annual basis as determined by the Board of Directors. All persons desiring access to the Recreation Facilities under this Section 1.3 shall pay in full all applicable annual charges and fees, as set forth above, prior to being allowed access to the Recreation Facilities for the year in question. District Management may provide, under reasonable guidelines and in its sole discretion, one-time and/or single-day Recreation Amenities passes for individuals who are under contract to purchase property in the District. No day passes will be granted to the general public.

1.4 Access Card and Wristbands for Recreation Facilities. Prior to use of the Recreation Facilities for the first time, all District Residents and Property Owners shall be required to complete, and maintain current on file, the Homeowner Membership Form –Access Card Agreement ("**Access Card**") and/or other such forms as may be required by and are available from District Management. All Non-Residents, concurrently with payment of the annual fee as set forth in Section 1.3 above, shall be required to complete on an annual basis an Access Card Agreement per Non-Resident Household, and/or other such forms as may be

required and are available from District Management. District Residents and Property Owners and Non-Residents that pay the annual fee as set forth in Sections 1.2 and 1.3 above will be referred to herein as “Users.”

Access Cards shall be issued per each individual lot in Vauxmont (“**Lot**”) or each address of a Non-Resident Household. Two Access Cards shall be issued to each Lot or Non-Resident Household at no cost. Additional or replacement Access Cards may be obtained from District Management for a fee per additional card issued. The fee rate sheet may be obtained from District Management, subject to annual adjustment by the Board. Each Access Card may be utilized only by the person to whom it is issued. Users 14 years old and older shall be required to use an Access Card, as children under 14 must be accompanied by an adult, per Section 1.5. Access Cards shall be issued subject to verification that the information provided on the Access and Acknowledgement Form and/or other forms, as applicable, is complete, and that all applicable fees and taxes to which such Users are subject have been paid. The Access Card shall be utilized for access to the Recreation Facilities during permitted times.

All persons claiming status as a District Resident or Property Owner shall present proof of such residency or property ownership to District Management upon applying for an Access Card. Acceptable proof of residency or property ownership shall include, but not be limited to, a valid Colorado driver’s license or I.D. issued by the Colorado Department of Motor Vehicles or a deed or lease for any such property. District Management shall accept or reject any such proof of residency or property ownership at its discretion.

In addition to Access Cards, District Management will issue wristbands required for use of the Recreation Facilities (“**Wristband(s)**”). District Management will issue a Wristband to each resident of a Lot or Non-Resident Household. One guest Wristband and twenty (20) daily tear-off guest Wristbands will also be issued. Additional packs of twenty (20) tear-off guest Wristbands may be purchased from the District for a nominal fee.

All Access Cards and Wristbands issued by District Management are the sole property of the District and may not legally be assigned, sold, loaned or otherwise transferred without the prior written authorization of District Management. Any transfer without District Management’s approval shall be immediately and completely void for all purposes and the District shall retain the right to suspend or revoke any User’s privileges to the Recreation Facilities for such violation. A District Resident or Property Owner who leases their property to a tenant must relinquish their Access Cards and Wristbands for the Lot and shall be deemed to have assigned their rights to the Access Cards and Wristbands to their tenant. If at any time a District Resident or Property Owner moves outside of Vauxmont’s boundaries or ceases to own property therein, he or she shall promptly notify District Management. Any such person may continue to use the Recreation Amenities as a Non-Resident by compliance with Section 1.3 herein.

1.5 Children. Use of the Recreation Facilities by children is subject to the following limitations:

Age	Exercise Room	Swimming Pool
Under 14	No access or use	No access or use unless accompanied and

		supervised by a parent, legal guardian or, if authorized by a parent or guardian, other adult 18 years of age or older
14-17	No access or use unless accompanied by a parent, legal guardian or other adult 18 years of age or older	May use without adult supervision only if a parent or guardian has signed a release form for minor's use, which is available from District Management.

At no time may a child under the age of 14 be allowed unsupervised at the Recreation Amenities. The District staff shall not be held responsible for the safety of unsupervised children under age 14.

1.6 Guests. Non-Users (“**Guest**” or “**Guests**”) may use the Recreation Facilities, upon completion of any waivers or other forms as may be required by District Management, and only if accompanied by a User. All Guests must wear a Guest Wristband. District Management will issue one Guest Wristband and twenty (20) daily tear-off Guest Wristbands to each Lot and Non-Resident Household. Unused Guest Wristbands may not be transferred to another Lot or Non-Resident Household, or extended into the next calendar year. However, unused Guest Wristbands may be transferred to subsequent occupants of the same Lot within the same calendar year. Each Lot and Non-Resident Household may purchase additional packs of twenty (20) tear-off Guest Wristbands from District Management. A fee rate sheet may be obtained from District Management, subject to annual adjustment by the Board. Guest Wristbands are non-refundable. If lost, new Guest Wristbands must be purchased. No User shall have more than six (6) Guests per day, unless such use is pursuant to a Recreation Amenities rental agreement with the District. All Guests must be accompanied by the User at all times during their use of the Recreation Amenities. All Users shall be responsible for their Guests’ actions, and shall be jointly and severally liable with such Guests for any damages caused by such Guests to the Recreation Facilities and/or any violations of these Policies and Procedures and/or injuries caused by such Guest whether negligent, accidental or intentional.

1.7 Event and Program Registration and Fees. Users may register for various activities, programs, trips, special events and classes by contacting District Management. Users may be required to sign additional waivers or forms and pay a fee for such activities.

1.8 Recreation Amenities Rental. The District may, from time to time and within its sole discretion, rent the Recreation Amenities for private use to Users or the public for a fee. Those persons renting the amenities are not subject to the limitation on the number of Guests allowed per User set forth in Section 1.6, provided that the total number of Users and Guests shall not exceed the maximum capacity of the subject amenity or amenities as determined by District Management. Rental amounts and terms shall be determined by the Board. All rentals are subject to the Recreation Amenities Rental Application and Agreement (“**Rental Agreement**”), which may be obtained from District Management. Rentals shall require an executed Rental Agreement and such other forms as may be required by District Management.

1.9 Recurring Recreation Amenities Rental. Users may reserve the facilities on a recurring basis for a maximum of one (1) time per week, three (3) hours per rental during

regular operating hours (“**Recurring Rentals**”). Recurring Rentals requests can only be made quarterly based on the Recreation Amenities’ events calendar. Recurring Rentals depend on the availability of rooms and District lifestyle programming. District Management will review recurring rental requests on a first-come, first-served basis, and will have the discretion to create a rotating list in order to provide equal access to all rental applicants. District lifestyle programming will take priority over all Recurring Rental requests.

1.10 Cancellation and Refund Policy. The District’s refund policy for cancellation of facilities rental reservations and activity/class reservations is as follows:

(a) Facilities Rental Reservations. Refunds for cancellations of facility rentals shall be made in accordance with the Rental Agreement.

(b) Activity/Class Reservations. Users must notify District Management of the cancellation at least fourteen (14) days prior to the scheduled event or class to receive a full refund of the activity/class fee. Users must notify District Management of the cancellation at least forty-eight (48) hours prior to the scheduled event or class to receive a fifty percent (50%) refund of the activity/class fee. Cancellations less than forty-eight (48) hours prior to the scheduled event or class will not receive a refund of the activity/class fee.

1.11 Hours of Operation. Generally, the Recreation Facilities shall be open seven days a week subject to the hours and seasonal limitations below.

(a) Pool shall be open from Memorial Day to Labor Day as follows:

10:00 a.m. – 8:00 p.m.

(b) Clubhouse (including exercise room) shall be open year round as follows:

5:00 a.m. – 9:00 p.m.

However, the Board of Directors, in its sole discretion, may make seasonal adjustments or changes to the hours of operation and date and time of opening of the Recreation Facilities as it deems necessary and appropriate for District programming. Users may contact District Management to obtain up-to-date information relating to the hours of operation for any of the Recreation Facilities. Additionally, the District reserves the right to close any Recreation Amenity due to weather conditions, maintenance, preparation for major events, temporary staffing problems or other reasons. Any such required closing will not result in any adjustments to User fees.

1.12 Basketball Courts. Basketball courts are open to Users on a first-come, first-served basis. Courts may not be reserved, except for District-organized events. Only basketball may be played on basketball courts. No skates, skateboards, bikes, wheeled equipment, or pets are allowed on the courts. Glass containers are prohibited. No hanging from the basketball hoops or nets is allowed.

ARTICLE 2.
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 nonprofit collection agency on a monthly basis as determined by District Management in its sole discretion.

2.2 Limitation of Liability of District. Use of the Recreation Amenities shall be at the sole risk of any User and/or Guest. Except as provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., the District shall not be responsible for any claims for damages 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 recreational items and equipment located on or around the Recreation Amenities are the property of the District and shall not be taken from the premises without prior written consent of District Management. Any violations shall result in criminal prosecution by the District. Fireplaces and grills must not be left unattended and must be turned off after use by Users and/or Guests. Windows and doors shall not be left propped open by Users and/or Guests.

2.4 Smoking, Drugs and Alcohol. Smoking of any kind, including, but not limited to, tobacco and marijuana, and use of illegal drugs is not allowed and shall not be permitted on or around the Recreation Amenities and is strictly prohibited. Smoking includes the use of electronic smoking devices. Use of alcohol on District property is permitted only by adults over the age of 21 who have read and signed an Alcohol Event Agreement (“**Alcohol Event Agreement**”), obtainable from District Management, and only at events for which permits, if required, have been obtained from the City.

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

2.6 Food and Drink. Food and drink are permitted in all Recreation Facilities, except for the exercise room. Only water or sports drinks in plastic containers with lids may be used in the exercise room. Glass containers are absolutely prohibited in all Recreation Facilities unless authorized during special events by and in the sole discretion of District Management. Users must clean up after themselves.

2.7 Pets. Pets are not allowed in the pool area or in the clubhouse except those specially trained to assist a person with a disability, however pets are allowed in the Common Areas. All pets must be accompanied and must be on a leash. No pet at any time shall be left unattended inside or outside a Recreation Facility or in the Common Areas. All Users are responsible for cleaning up after their pets.

2.8 Solicitation Policy. Sales, solicitations, distribution and posting of materials are prohibited within the Recreation Facilities and other District property. The District may

designate certain areas outside the Recreation Facilities and in other areas of the Recreation Amenities for sales, solicitations and distribution of materials. Activities may be further restricted to specific times and dates as determined by the District. Users may not use the Recreation Facilities for commercial or business purposes including, but not limited to, personal training sessions, athletic lessons, advertising, or promotions.

2.9 Complaints. Complaints should be directed to District Management, which will make reasonable efforts to promptly resolve the conflict. Under no circumstances will Users or Guests interfere with, attempt to discipline, or otherwise direct employees in the course of District business. Users and Guests shall not request special personal services from employees.

2.10 Photography. Photography of any kind is not permitted inside the locker rooms or restrooms. When using photographic equipment of any kind, residents should take care not to inadvertently include in the photo or video any person who has expressed a wish not to be so included. Photographic equipment is permitted at the Recreation Facilities for the purpose of photographing events for personal use. No commercial photography (still or video) is permitted without prior written approval of District Management.

2.11 Audio Devices. Personal audio equipment must be used with headphones so as to not be audible to others.

ARTICLE 3. SWIMMING POOL

3.1 Pool Rules. Pool rules are posted in the swimming area and may be obtained directly from District Management. All Users shall be required to sign a copy of the pool rules at the time application or reapplication is made for an Access Card. Use of the pool by Users who are Non-Residents shall be subject to the provisions of Section 1.3 herein. Any person who does not have sufficient swimming skills to swim independently must be accompanied by a person with such skills. Users shall report all broken or damaged equipment to District Management, as well as any other items, such as broken glass or refuse, which could be hazardous or harmful to persons utilizing the pool area.

3.2 Pool and Clubhouse Attendant. The District may contract with a pool and/or clubhouse (including the exercise room) attendant, who shall be responsible for operations and maintenance of the clubhouse, exercise room, pool and pool area. The attendant shall not serve in the capacity of a lifeguard nor be delegated any lifeguarding duties or responsibilities.

3.3 Lifeguards. Lifeguards may be attending the pool area during specified hours as designated by District Management and posted in the swimming area. The pool may be unattended during other hours and, regardless of the presence or absence of lifeguards, all Users shall utilize the swimming pool facilities at their sole risk.

3.4 Flotation Devices. No flotation devices shall be permitted in the pool, with the exception of exercise paddleboards in the swimming lanes and small flotation devices necessary

for the safety of infants. All infants in flotation devices must be accompanied in the water by an adult.

3.5 Pool and Water Toys. The only play balls allowed in the pool shall be Nerf™-type balls and inflatable plastic beach balls. Tennis balls, golf balls, footballs, basketballs, etc. will not be allowed. Squirt guns, diving toys and reasonably sized flotation devices shall be allowed. Other water toys may be allowed in the sole discretion of District Management.

3.6 Attire. Proper and appropriate attire should be worn by all Users and their Guests when utilizing the swimming pool facilities. No street-clothing including, but not limited to, undergarments, sports bras, basketball shorts, jean shorts, or cargo shorts are allowed in the pool, except t-shirts or tank tops. T-shirts or tank tops are only permitted over or with an appropriate swimsuit. Nudity is strictly prohibited. Any person unable to control his or her bodily functions must wear waterproof pants while in the pool. All children in diapers must wear “swim” diapers.

3.7 Inclement Weather. During thunder and lightning storms or other inclement weather conditions, the pool area should be cleared for the safety of all Users. Users must exit the pool during such conditions. Any Users and/or Guests remaining in the pool area during such weather conditions do so at their own risk.

3.8 Locker Rooms. Locker rooms and showers are provided for Users. Clothing and personal effects should not be left unattended or unsecured in these areas. Use of the lockers is on a first-come, first-served basis. Users must supply their own locks. Lockers may not be used for overnight storage. The District is not responsible for the loss or theft of any personal belongings of any User or Guest.

3.9 Pool Equipment. Use of any equipment in or around the pool area for any purpose other than its designated use is prohibited. Pool equipment includes, but is not limited to, swim lane dividers, safety equipment, tables, chairs, storage devices, handicap lifts, and fences.

ARTICLE 4. EXERCISE ROOM

4.1 Exercise Room Rules. Exercise room rules are posted in the exercise room and may be obtained directly from District Management. All Users shall be required to sign a copy of the exercise room rules at the time of application or reapplication is made for an Access Card. Use of the exercise room by Users under age 18 is subject to the restrictions set forth in Section 1.5 herein and by Users who are Non-Residents is subject to the provisions of Section 1.3 herein.

4.2 Use of Equipment. The usage of all equipment and all risks including the inherent risks from exercising are at the User’s own risk. Users are advised to see their doctors prior to beginning any sort of exercise or exercise program. Proper attire must be worn at all times. No cutoffs, sandals, flip-flops or opened-toe shoes are allowed in the exercise room. Shirts must be worn at all times. Closed-toe athletic shoes must be worn at all times. No towels will be provided for Users. After using the equipment, each User must wipe down the

equipment with the cleaning products supplied for said purpose and return moveable equipment to its proper location upon completion of use. Users shall report all broken or damaged equipment to District Management, as well as any other items, such as broken glass or refuse, which could be hazardous or harmful to persons utilizing the exercise room.

4.3 The Exercise Room is not Monitored. All persons utilizing the exercise room equipment must be knowledgeable on the safe and proper use of the equipment and must be able to safely and properly use the equipment. Any Users of the exercise room do so at their own risk.

ARTICLE 5. COMMON AREAS

5.1 Park and Picnic Areas. The Common Areas owned and/or maintained by the District are intended for general play, recreational use, and picnics. Users shall report all broken or damaged equipment to District Management, 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. City-owned parks that are managed by the District are subject to all applicable City of Arvada ordinances and policies. Users and Guests are expected to adhere to all such applicable ordinances and policies.

5.2 Tot Lots and Playgrounds. Tot lots and playgrounds, if any, owned and/or maintained by the District containing playground equipment are intended for general use by Users and the general public.

5.3 Use of Common Areas. Common Areas are subject to the Recreation Amenities Rental Agreement as provided in Section 1.7 above. If the Common Areas are not reserved pursuant to a Rental Agreement, the same are available to Users and their Guests and on a first-come, first served basis. Certain of the Common Areas are City-owned parks that are managed by the District. Each such Common Area is subject to all applicable City of Arvada ordinances and policies. Users and Guests are expected to adhere to all such applicable ordinances and policies.

ARTICLE 6. ENFORCEMENT

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

- (a) In violation of any of these Policies and Procedures.
- (b) Interferes with, or is abusive toward, any of the District's representatives in the normal operation of the facility.
- (c) Interferes with any User or Guest, or other persons' use or enjoyment of the facilities, or is abusive to any such person.

(d) Misuse or damage of real property and fixtures or personal property such as furniture and equipment.

6.2 Remedies Available for Disorderly Conduct. In the event that the offending party fails to cease such conduct after being requested and warned to do so, the attendant or District Management is authorized to use any and all reasonable means he or she deems necessary to address such conduct. This includes, but is not limited to, having the offender removed from the Recreation Amenities and barred from further privileges at the Recreation Amenities for forty-eight (48) hours without the necessity of any action or consent of the Board of Directors. All such removals performed by the attendant or any person other than District Management shall be reported to District Management.

6.3 Violation of Recreation Amenities Policies. If anyone is found abusing the equipment, furniture, or disobeying these Policies and Procedures, the Pool Rules, Exercise Rules or any other rules or policies promulgated by the District with respect to use of any of the Recreation Amenities (any such act a “**Violation**”), disciplinary measures will be administered by District Management as follows:

- First offense: Verbal warning.
- Second offense: Restricted from the Recreation Amenities for one (1) month.
- Third offense: Restricted from the Recreation Amenities for one (1) year. User must apply for reinstatement. The District’s Board of Directors shall determine whether the reinstatement is approved.

The Board of Directors shall be notified of all disciplinary measures by District Management and shall, in its discretion, have the ability to impose other disciplinary measures 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. The User involved in a disciplinary matter shall receive notice of the violation and disciplinary measures that may be imposed by the Board. The User shall have the opportunity to respond to the notice. Violations and disciplinary measures taken related to any Violations will be recorded in writing and kept on file by District Management. Violations of a criminal nature will be reported to local law enforcement authorities.

6.4 Restitution for Violation. If any User or Guest commits an act or omission that constitutes a Violation of these Policies and Procedures, and the Violation causes the District to incur damages or expenses, the User who commits the Violation, or who is responsible for the Guest who commits the Violation, shall be liable to the District for all such damages and expenses and shall repay the same to the District upon request. Such expenses may include, but shall not be limited to, reasonable attorneys’ fees incurred as a result of the Violation, as well as reasonable costs and/or attorneys’ fees incurred in obtaining and collecting a judgment against a User who commits a Violation or is responsible for a Guest who commits a Violation.