

Resolution No. 2018-05-01

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
ADOPTING THE POLICIES AND PROCEDURES GOVERNING THE BAREFOOT
LAKES RECREATION AMENITIES**

At a special meeting of the Board of Directors (the "Board") of the St. Vrain Lakes Metropolitan District No. 1 (the "District"), Weld County, Colorado, held at 3:00 p.m., on May 9, 2018, at 7 Park Avenue, Firestone, Colorado 80504, at which a quorum of the Board was present, the following resolution was adopted:

WHEREAS, the District was organized as a special district pursuant to the Special District Act, Article 1 of Title 32, C.R.S.; and

WHEREAS, in accordance with Section 32-1-1001(1)(m), C.R.S., the District is empowered to adopt, amend, and enforce bylaws and rules and regulations governing the operation of the District; and

WHEREAS, on February 13, 2007, the District adopted certain policies and procedures governing the Barefoot Lakes Recreation Amenities (the "Prior Policies and Procedures"); and

WHEREAS, the District now desires to adopt the attached Policies and Procedures Governing the Barefoot Lakes Recreation Amenities (the "Recreation Policies and Procedures"), which shall replace and supersede, in their entirety, the Prior Policies and Procedures; and

WHEREAS, the District, its staff and consultants are authorized to take all actions necessary to implement this Resolution and the intent of this Resolution.

NOW, THEREFORE, be it resolved by the Board of Directors of the St. Vrain Lakes Metropolitan District No. 1 as follows:

1. Adoption of Policies and Procedures. The District hereby adopts the Recreation Policies and Procedures as set forth in **Exhibit A**, attached hereto and incorporated herein.

2. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

3. Effective Date. This Resolution and the attachments hereto shall be effective as of May 9, 2018 and shall be enforced immediately thereafter and shall supersede any previous policies related to recreation amenities within the Barefoot Lakes community.

ADOPTED THIS 9TH DAY OF MAY, 2018.

**ST. VRAIN LAKES METROPOLITAN
DISTRICT NO. 1**

President



ATTEST:



APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

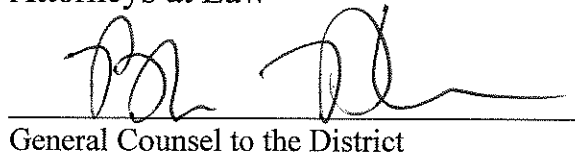

General Counsel to the District

EXHIBIT A

**POLICIES AND PROCEDURES GOVERNING BAREFOOT LAKES RECREATION
AMENITIES**

**POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

*Adopted and Enforced by
St. Vrain Lakes Metropolitan District No. 1*

Adopted May 9, 2018

Preamble

The Board of Directors (the “Board”) of St. Vrain Lakes Metropolitan District No. 1 (the “District”) has adopted the following Policies and Procedures Governing the Barefoot Lakes Recreation Amenities (as defined herein) pursuant to § 32-1-1001(1)(m), and § 18-9-117, C.R.S., by resolution dated May 9, 2018, to provide for the orderly and efficient conduct of construction, management, operation and control of the public recreational facilities and services of the District (as may be further amended or restated, the “Policies and Procedures”).

The District, pursuant to the provisions of its Consolidated Service Plan, has constructed, is currently constructing, or intends to construct certain recreation amenities that may include a swimming pool (the “Swimming Pool”), a clubhouse (the “Clubhouse”), a fitness center (the “Fitness Center”), multi-use sports courts (the “Multi-Use Courts”), several community playgrounds (the “Playgrounds”), a lake (the “Lake”), landscaped common areas/open space areas (the “Parks”), and pedestrian trails in common area/open space areas (the “Trails”). The Swimming Pool, the Clubhouse, the Fitness Center, the Multi-Use Courts, and the Playgrounds shall be individually referred to herein as a “Recreation Amenity,” and collectively referred to herein as the “Recreation Amenities.”

As of the adoption of these Policies and Procedures, the District is the current owner and operator of the Recreation Amenities pursuant to certain agreement(s) between and among the St. Vrain Lakes Metropolitan District Nos. 1-4 (collectively, the “Districts”), for the use and benefit of all of the Districts and the residents and property owners thereof. In its capacity as owner of the Recreation Amenities, the District is the party responsible for operation and control of the Recreation Amenities. The Districts have authorized the District to act as the “Operating District” on their collective behalf relative to the financing, construction, operation and maintenance of facilities, and regarding administration of the affairs of the Districts, including the collection, management and expenditure of funds of the Districts. Further, all rules and regulations, and amendments thereto, placed in force by the District, from time to time, concerning the operation of facilities and provision of services shall be fully enforceable in all of the Districts. All references herein to “District Manager” shall refer to an independent contractor, its employees and affiliates, engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of authority.

On February 13, 2007, the Districts jointly adopted policies and procedures governing the Barefoot Lakes Recreation Amenities (the “Prior Policies and Procedures”). In light of the foregoing, the District desires to adopt these Policies and Procedures to amend and restate the Prior Policies and Procedures in their entirety.

The District herein articulates its policies and procedures for the general operations and maintenance of the Recreation Amenities. **Exhibit A** hereof contains the District’s Individual and Parent/Legal Guardian Waiver of Liability and Release Form. **Exhibit B** hereof contains the official policies and procedures of the District for the Playgrounds. **Exhibit C** hereof contains the official policies and procedures of the District for the Lake. **Exhibit D** hereof contains the official policies and procedures of the District for the use, reservation, and rental of the Parks. **Exhibit E** hereof contains the official policies and procedures of the District for the Trails. **Exhibit F** hereof contains the official policies and procedures of the District for the Swimming Pool, Clubhouse, and Fitness Center. **Exhibit G** hereof contains the official policies and procedures of the District for reservation and rental of the Clubhouse. **Exhibit H** hereof contains the official policies and procedures of the District for the Multi-Use Courts. The Policies of the District may be enacted and/or amended by Resolution of the District’s Board of Directors. The District’s Board of Directors shall have the right, at all times, to repeal and re-enact Resolutions of the Board of Directors regarding these policies and procedures attached hereto as Exhibits A through H, and incorporated herein as part of these Policies and Procedures. In all circumstances, the Board of Directors retains authority and responsibility for the policies of the District.

Article I

ACCESS TO AND USE OF THE RECREATION AMENITIES

1.1. Persons within District Boundaries. All residents and owners of taxable property within the legal boundaries of the Districts, as amended from time to time (“District Residents” or “Property Owners,” as applicable), shall be entitled to use the Recreation Amenities subject to the terms and conditions set forth in these Policies and Procedures. Any household member over the age of sixteen (16) years 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 forms identified in Article 1.4 hereof in order to receive an access card for use of the Swimming Pool or Clubhouse (“Access Card”). The District Manager shall, from time-to-time, determine how many active Access Cards may be issued per household at the cost established in the District’s Fees Schedule, as may be amended from time-to-time. Acceptable proof of residency or property ownership may include, but is not limited to: a valid Colorado driver’s license or I.D. issued by the Colorado Department of Motor Vehicles, a deed or other conveyance document listing the applicant as an owner of an eligible property, or a current lease listing the applicant as a tenant of an eligible property located within the Districts. The District Manager may accept or reject any such proof of residency or property ownership at its discretion. Use of the Recreation Amenities by District Residents or Property Owners is subject to timely payment of all District fees, charges and taxes, and compliance with these Policies and Procedures. In the event that such fees, charges and taxes are not timely paid, or in the event of non-compliance with these Policies and Procedures, such District Residents or Property Owners may not be issued an Access Card, and/or any

privileges for use of the Recreation Amenities may be suspended or revoked, at the District's sole discretion.

1.2. Persons not within the District Boundaries. All persons not residing or owning taxable property within the legal boundaries of the Districts, as amended from time to time (“Outside Users”), shall be entitled to use the Recreation Amenities as permitted herein. Annual charges for use of the Swimming Pool, Fitness Center, and Clubhouse by Outside Users shall equal, *at a minimum*, the estimated annual mill levy payments and other annual fees for which a typical owner of taxable property within the District is responsible in a given year, as such mill levy payments and other annual fees shall be determined and fixed by the Board, in its discretion, from time to time. The Board shall determine and fix the fee to be paid by Outside Users for use of the Swimming Pool, Fitness Center, and Clubhouse. All persons desiring access to the Swimming Pool, Fitness Center, or Clubhouse under this Article 1.2 shall pay such annual fee in full prior to being allowed access to the respective Recreation Amenity. In addition to paying the annual fee as set forth in this Article 1.2, all Outside Users shall pay the amount set forth in the District’s Fee Schedule, as may be amended from time-to-time, per daily use of the Swimming Pool, Fitness Center, or Clubhouse. The District retains the right to limit access to the Recreation Amenities to Outside Users based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the Board, in its discretion. Use of the Recreation Amenities by Outside Users shall be allowed on a first-come, first-served basis in the event of any such limitations. In addition to the timely payment of relevant fees as set forth in this Article 1.2, use of the Recreation Amenities by Outside Users is subject to compliance with these Policies and Procedures. In the event that such fees are not timely paid, or in the event of non-compliance with these Policies and Procedures, such Outside Users may not be issued an Access Card for the Swimming Pool, Fitness Center, or Clubhouse, and any privileges for use of the Recreation Amenities may be suspended or revoked, at the District's sole discretion. Outside Users are not authorized to bring guests to the Clubhouse or Swimming Pool.

1.3. “User” Defined. The term “User,” as used herein, shall refer to all persons entitled to use the Recreation Amenities hereunder, subject to the terms and conditions set forth herein. Such persons shall include District Residents or Property Owners as defined in Article 1.1., Outside Users as defined in Article 1.2., and other such persons as the Board determines to be entitled to use the Recreation Amenities from time to time. The privileges of Users with respect to the Recreation Amenities shall be subject to the terms and conditions set forth herein.

1.4. Recreation Amenities Rental. The District may, from time to time and within its sole discretion, allow Users to reserve and/or rent the Recreation Amenities for exclusive private events. Additional policies may be adopted by the Board concerning the terms and conditions of such reservations and/or rentals, inclusive, without limitation, of permitted times of rentals and rental charges and deposits.

Article II
MISCELLANEOUS

2.1. Lost Articles. The District is not responsible for any lost or stolen articles within or surrounding the Recreation Amenities. All personal articles should be locked or secured as appropriate to avoid loss to the owner. There will be a lost-and-found for all lost articles designated in the Clubhouse. All lost articles which are not claimed may be donated to a non-profit collection agency on a monthly basis by the District.

2.2. Limitation of Liability of District. Use of the Recreation Amenities is at the sole risk of any User, their guests or any other member of the public. 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 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 the District Manager. Any violations may result in criminal prosecution by the District and/or the revocation of usage of any Access Card(s).

2.4. Smoking, Drugs and Alcohol. Smoking is not permitted within twenty-five (25) feet of the Recreation Amenities, and the use of marijuana or illegal drugs is not allowed and shall not be permitted on or around the Recreation Amenities. The consumption of alcohol on or around the Recreation Amenities is prohibited, except that consumption of alcohol by adults over the age of twenty-one (21) years in the Clubhouse during special noticed events may be permitted.

2.5. Weapons. With the exception of squirt guns and unless otherwise authorized pursuant to § 18-12-214, C.R.S. no weapons of any kind shall be allowed on or around the Recreation Amenities by any Users, including, but not limited to, pocket knives or firearms.

2.6. Food and Drink. Food and non-alcoholic drinks are permitted in the Recreation Amenities. Glass containers are absolutely prohibited in the Recreation Amenities. Users shall clean up after themselves and dispose of all waste in the appropriate trash and/or recycling receptacles.

2.7. Pets. Pets are not allowed in the Swimming Pool or Fitness and Gathering Building, but are allowed in the Parks and on the Trails. All pets must be accompanied and must be on a leash in the Parks and on the Trails. All Users are responsible for cleaning up after their pets. Notwithstanding the foregoing, nothing contained herein shall prevent Users from being accompanied by lawfully-licensed disability-related assistance animals in the Recreation Amenities.

Article III
ENFORCEMENT

3.1. Disorderly, Criminal or Offensive Conduct. The District and its authorized representatives may request any User cease conduct that:

1. Violates any part of the Policies and Procedures; or
2. Interferes with, or is abusive, toward any employee in the normal operation of the Recreation Amenities; or
3. Interferes with the use or enjoyment of the facilities by any User or User's guest, or is abusive to any such person; or
4. Is abusive or damaging toward any of the Recreation Amenities; or
5. Is criminal.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the attendant or District Manager is authorized to use all reasonable means he or she deems necessary to stop such conduct. This includes, but is not limited to, having the offender removed from the Recreation Amenities and barred from further privileges to use the Recreation Amenities without the necessity of any action of the Board, for a time period to be determined by the District Manager, but not to extend beyond the next regular meeting of the Board at which a quorum of Directors are present. All such removals shall be reported to the District Manager. Disorderly, criminal or offensive conduct may also be reported to local law enforcement in the discretion of the District's authorized representative(s) or the District Manager, and criminal penalties, including fines and/or incarceration, may result.

3.2. Violation of Recreation Amenities Policies. If the District Manager, in their sole discretion, determines that any party has engaged in conduct contrary to these Policies and Procedures, disciplinary measures shall 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 one (1) month |
| Third 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. All violations may be reported to local law enforcement authorities as deemed necessary by the District Manager or the Board.

3.3. District Discretion. The District may, in its sole discretion, elect to enforce, modify, or waive any of the terms and conditions set forth in these Policies and Procedures at any time. Any such

enforcement, modification or waiver shall not impact any future decision made by the District with regard to these Policies and Procedures.

CONTACT INFORMATION FORM – RECREATION AMENITIES

St. Vrain Lakes Metropolitan District No. 1
c/o Pinnacle Consulting Group, Inc.
550 West Eisenhower Boulevard
Loveland, Colorado 80537
Attention: District Manager
(970) 669-3611 (phone)
(970) 669-3612 (fax)
updates@svlmd-barefootlakes.com

EXHIBIT A

INDIVIDUAL AND PARENT/LEGAL GUARDIAN WAIVER OF
LIABILITY AND RELEASE FORM
[To be used when The Cove comes online]

Individual and Parent/Legal Guardian Waiver of Liability and Release Form

Every person, or a parent/legal guardian of a person under the age of 18, desiring to use or participate in activities on/in/around a St. Vrain Lakes Metropolitan District No. 1 (the "District") recreational amenity including, but not limited to swimming facilities, clubhouse facilities, fitness center, and multi-use courts (each a "Facility" and together the "Facilities") must complete this Waiver of Liability and Release Form.

It is possible that you (or your child/ward) may be injured while participating in recreational activities including, but not limited to swimming, weightlifting, exercising, running, climbing, and sports (such as soccer, football, baseball, lacrosse, tennis, softball, basketball, roller hockey) (each a "Recreational Activity" and together the "Recreational Activities") on/in/around the Facilities or other property owned by the District, either because of your (or your child/ward's) own conduct, conduct of others, conduct of the District, or the condition of the Facilities. The District wants to make sure that you understand the potential risk of injury before you decide to participate in Recreational Activities on/in/around Facilities owned by the District. It is required that you read this Waiver of Liability and Release Form very carefully and make sure you understand it. By signing below, you certify that, in advance of participation in the Recreational Activity identified herein, you have received any and all information that you deem necessary or important in making an informed choice regarding your own or your child/ward's participation in such Recreational Activity.

You recognize and acknowledge that participation in Recreational Activities, on/in/around Facilities owned or operated by the District involves risk of serious injury and loss. Such loss and injury may include bodily injury, slipping and falling, cardiovascular stress, drowning, permanent disability or death, damage to personal property (including vehicles), exposure to inclement weather, insect or animal bites and severe social and economic losses, which might result from your action, inaction, the negligence of others, the rules of play, or the condition of the Facility or any equipment used thereon. Further, by signing below, you certify that you understand that these are some, but not all of the risks. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and that you shall assume all such risks and dangers, whether or not described here, known or unknown.

You further acknowledge that you are legally responsible for your actions, your child/ward's actions (if applicable), and your guests' actions (if applicable), including, but not limited to, any damage to private or public property and/or personal injury.

You agree to indemnify and hold the District, its officers, employees, agents, consultants and representatives, harmless from any claim, liability, damage, loss or injury (including death) which may result from your participation, your child/ward's participation, or your guests' participation in any Recreational Activity on/in/around Facilities owned by the District. This release of liability and indemnity applies equally to losses, damages or injuries caused or alleged to be caused in whole or in part by the negligence of the District. You further agree to release, waive and discharge, and covenant not to sue the District, its officers, employees, agents, consultants and representatives, for any and all claims, demands or causes of actions whatsoever arising out of any claim, liability, damage, loss or injury (including death) incurred on or to you or your child/ward as a direct or indirect result of your participation (or your child/ward's) in any Recreational Activity on property owned or operated by the District. This release of liability and indemnity applies to you, the undersigned, your child/ward, as well as any of your personal representatives, assigns, heirs and next of kin.

You agree that you have received sufficient information regarding the Recreational Activities to assess the potential degree of risk involved, and the extent of possible injury, understand the activities and potential risks, have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Waiver of Liability and Release Form.

User Name

Date of Birth

Signature of User/Parent/Guardian

Date

User Address

City, State, Zip Code

Telephone number

**EXHIBIT B OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

COMMUNITY PLAYGROUNDS USE POLICY

1.1. Playground Use. Any existing or future playground equipment and related amenities at the Playgrounds are available for general, informal use by Users and the general public. Commercial use of Playgrounds is prohibited without the prior written consent of the District Manager.

1.2. Limitation of Liability of District. Use of the Playgrounds is at the sole risk of any User, their guests or any other member of the public. 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 Playgrounds.

1.3. Equipment. All recreational items and equipment located on or around the Playgrounds are the property of the District and shall not be taken from the premises without prior written consent of the District Manager. Any violations may result in criminal prosecution by the District and/or the revocation of usage of any Access Card(s).

1.4. Smoking, Drugs and Alcohol. Smoking is not permitted within twenty-five (25) feet of the Playgrounds, and the use of marijuana or illegal drugs is not allowed and shall not be permitted on or around the Playgrounds. The consumption of alcohol on or around the Playgrounds is prohibited.

1.5. Weapons. With the exception of squirt guns and unless otherwise authorized pursuant to C.R.S. § 18-12-214, no weapons of any kind shall be allowed on or around the Playgrounds by any Users, including, but not limited to, pocket knives or firearms.

1.6. Food and Drink. Food and non-alcoholic drinks are permitted on the Playgrounds. Glass containers are absolutely prohibited on the Playgrounds. Users shall clean up after themselves and dispose of all waste in the appropriate trash and/or recycling receptacles.

1.7. Pets. All pets must be accompanied by a User capable of controlling the pet and must be on a leash at the Playgrounds. All Users are responsible for cleaning up after their pets. Notwithstanding the foregoing, nothing contained herein shall prevent Users from being accompanied by lawfully-licensed disability-related assistance animals on the Playgrounds.

1.8. Prohibited Activities. The following activities are prohibited within the Playgrounds:

1.8.1. Placing or posting signs.

1.8.2. Camping overnight.

1.8.3. Entering or remaining on the Playgrounds after such facilities are closed as indicated on the posted hours of operation.

- 1.8.4.** Depositing, leaving or burying refuse, trash or litter except in designated trash receptacles.
- 1.8.5.** Installing any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas for shade are permitted as long as such structures are not left unattended and are removed when the User leaves.
- 1.8.6.** Operating remote control or control-line devices in the air, on or in the water, or on the ground.
- 1.8.7.** Using any amplified sound system that produces audible sound beyond a radius of twenty-five (25) feet.
- 1.8.8.** Sticking or placing any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.
- 1.8.9.** Discharging explosives or fireworks or operating launch model rockets or other devices which may have an explosive charge.
- 1.8.10.** Conducting any private enterprise.
- 1.8.11.** Parking motor vehicles overnight.
- 1.8.12.** Blocking, closing off, or impairing access to any facilities.
- 1.8.13.** Hunting, shooting, killing, injuring, trapping or maiming any animal.
- 1.8.14.** Destroying, vandalizing, defacing or damaging any buildings, structures, signs, equipment, fences, gates or locks regulating access.
- 1.8.15.** Entering, without authorization, those areas and facilities posted or otherwise designated as closed to the general public.
- 1.8.16.** Disposing or dumping of trash or waste.
- 1.8.17.** Removing, cutting down, and disfiguring rocks, trees, shrubs or other features of the natural environment.
- 1.8.18.** Building a fire.
- 1.8.19.** Operating unauthorized motor vehicles.
- 1.8.20.** Engaging in any illegal or illicit activity, as prohibited by applicable Federal, State or local law, regulation or ordinance.

1.9. Outside Restrooms. Certain of the Playgrounds have, or may soon have, outdoor restrooms that automatically unlock at sunrise and lock at sundown. Additional rules and regulations regarding the outside restrooms may be posted in and around the restrooms in the sole discretion of the District.

1.10. Compliance. All Users and members of the general public shall obey these Policies and Procedures in addition to any order, rule or regulation of the District and the instructions of any sign posted by the District.

1.11. Violation of Playground Policy. Should any person fail to observe and obey these Policies and Procedures, or any such order, rule, regulation or sign posted by the District, the District's Manager may immediately remove or cause to be removed any such person and may ban such person from the use of the District Playgrounds or open space and its facilities for such period of time as may be necessary to secure compliance these Policies and Procedure. The District Manager may also impose a validly approved fee in their sole discretion. All violations may be prosecuted to the fullest extent of the law.

**EXHIBIT C OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

LAKE USE POLICY

1.1. Lake Use Prohibited. The Board of Directors for St. Vrain Lakes Metropolitan District No. 1 issued a Resolution Regarding Adoption of Lake Use Policy on August 8, 2017, attached hereto as **Exhibit C-1**, prohibiting recreational use of the Lake, including, but not limited to swimming, water sports, and the use of water apparatus such as boats, kayaks or paddle boards.

1.2. Use Prohibited Until Further Notice. Until such time as the District has established a satisfactory water quality baseline standard, adequate access is provided to the Lake, and the Resolution is rescinded or amended, no recreational use of the Lake shall be permitted.

1.3. Violations of Policy. Any violations of the rules set forth in this Resolution may be enforced by the District as more fully set forth in the Rules and Regulations.

EXHIBIT C-1
RESOLUTION OF BOARD OF DIRECTORS REGARDING
ADOPTION OF LAKE USE POLICY

**RESOLUTION OF
ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
REGARDING
ADOPTION OF LAKE USE POLICY**

WHEREAS, St. Vrain Lakes Metropolitan District No. 1 ("District No. 1), St. Vrain Lakes Metropolitan District No. 2, St. Vrain Lakes Metropolitan District No. 3 and St. Vrain Lakes Metropolitan District No. 4 (collectively, the "Districts") are special districts organized pursuant to the laws of the State of Colorado and in accordance with a "Consolidated Service Plan" prepared for the Districts, as approved by Weld County and the District Court of Weld County, Colorado; and

WHEREAS, the Districts each have the power and authority to provide services pursuant to the Consolidated Service Plan including: water, streets, traffic and safety controls, television relay and translator, transportation, park and recreation, sanitation, and mosquito and pest control; and

WHEREAS, the combined boundaries of the Districts make up the development known as the "Barefoot Lakes Community," which property is constituted by the legal boundaries of the Districts as they currently exist, and as amended in the future by any and all inclusions or exclusions conducted in accordance with Title 32 of the Colorado Revised Statutes; and

WHEREAS, the property within the boundaries of the Districts is encumbered by that certain Declaration of Covenants, Conditions and Restrictions for Barefoot Lakes, recorded in the real property records of the Clerk and Recorder of Weld County, Colorado on April 12, 2016, at Reception Number 419830, as may be amended from time to time (the "Declaration"); and

WHEREAS, on November 9, 2016, the Districts entered into that certain District Operating Services Agreement (the "Operating Agreement") and that certain Mill Levy Policy and Pledge Agreement (the "Mill Levy Policy"), which, together, provide for the implementation of principles and objectives set forth in the Consolidated Service Plan regarding the financing, construction, operation and maintenance of facilities, and regarding administration of the affairs of the Districts including the collection, management and expenditure of funds of the Districts; and

WHEREAS, as described in the Consolidated Service Plan, the Operating Agreement and the Mill Levy Policy, the Districts are responsible for managing the construction and operation of facilities and improvements needed for the Barefoot Lakes Community, and are responsible for providing the funding and tax base need to support the Districts' financing plan for capital improvements; and

WHEREAS, pursuant to the Operating Agreement, District No. 1 is to act as the "Operating District" relative to the financing, construction, operation and maintenance of facilities, and regarding administration of the affairs of the Districts including the collection, management and expenditure of funds of the Districts; and

WHEREAS, pursuant to the Operating Agreement, all rules and regulations, and amendments thereto, placed in force by District No. 1, from time to time, concerning the operation of facilities and provision of services shall be fully enforceable in all of the Districts; and

WHEREAS, the Boards of Directors of the Districts have previously adopted the Rules and Regulations entitled "Rules and Regulations Governing St. Vrain Lakes Metropolitan District No. 1, St. Vrain Lakes Metropolitan District No. 2, St. Vrain Lakes Metropolitan District No. 3 and St. Vrain Lakes Metropolitan District No. 4" dated February 13, 2007 (the "Rules and Regulations") and the Policies and Procedures entitled "Policies and Procedures Governing the Recreation Center and Recreation Amenities for Bayshore" dated February 13, 2007, (the "Policies and Procedures") for the purpose of governing Bayshore, now known as the Barefoot Lakes Community, and the recreational amenities of the Districts; and

WHEREAS, the Rules and Regulations and Policies and Procedures do not address the Water Body Activities on the Water Body Areas, as those terms are defined in Article 3, Section 3.20 of the Declaration; and

WHEREAS, Article 3, Section 3.20 of the Declaration provides that the use of the Water Body Areas shall be subject to any rules and regulations adopted by District No. 1; and

WHEREAS, District No. 1 is still in the process of establishing baseline water quality standards for the Barefoot Lakes, which are part of the Water Body Areas; and

WHEREAS, until further development and infrastructure is completed, there is no readily available access to the Barefoot Lakes for recreational purposes; and

WHEREAS, the Board of Directors of District No. 1 desires to establish a policy related to the use of the Barefoot Lake.

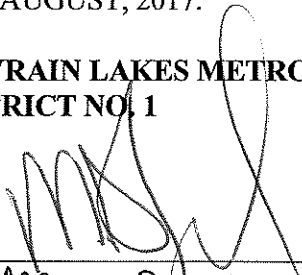
NOW, THEREFORE, pursuant to § 32-1-1001(1)(m), C.R.S., and the Declaration, in order to assure proper coordination of the powers and authorities of the Districts and to provide for the orderly and efficient conduct of the business and affairs of the Barefoot Lakes, the Board of Directors of District No. 1 hereby resolves as follows:

1. Until such time as District No. 1 has established a satisfactory water quality baseline standard, adequate access is provided to the Barefoot Lakes, and this Resolution is rescinded or amended, no recreational use of the Barefoot Lakes shall be permitted, including, but not limited to swimming, water sports, and the use of water apparatus such as boats, kayaks or paddle boards.

2. Any violations of the rules set forth in this Resolution may be enforced by District No. 1 as more fully set forth in the Rules and Regulations.


ADOPTED AND APPROVED THIS 8th DAY OF AUGUST, 2017.

**ST. VRAIN LAKES METROPOLITAN
DISTRICT NO. 1**



By: Marc Savela
Its: Board President

ATTEST:



Secretary

**EXHIBIT D OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

PARK USE POLICY

Article I
GENERAL POLICIES FOR PARK USE

1.1. Park Use. Any existing or future playground equipment, recreational amenity, athletic equipment, pavilions, gazebos, turf fields and related amenities at the Parks are available for general, informal use by Users and subject to these Policies and Procedures. Commercial use of Parks is prohibited without the prior written consent of the District Manager. **NOTE: This policy does not pertain to Peninsula Park which is owned and operated by the Town of Firestone, not the District.**

1.2. Prohibited Activities. The following activities are prohibited within the Parks:

1.2.1. Placing or posting signs.

1.2.2. Camping overnight.

1.2.3. Entering or remaining in the Parks after such facilities are closed as indicated on the posted hours of operation.

1.2.4. Depositing, leaving or burying refuse, trash or litter except in designated trash receptacles.

1.2.5. Failing or refusing to pick up any animal waste caused by an owned pet or other domestic animal.

1.2.6. Installing any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas for shade are permitted as long as such structures are not left unattended and are removed when the User leaves.

1.2.7. Operating remote control or control-line devices in the air, on or in the water, or on the ground.

1.2.8. Using any amplified sound system that produces audible sound beyond a radius of twenty-five (25) feet.

1.2.9. Sticking or placing any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.

1.2.10. Smoking in areas other than designated smoking areas.

1.2.11. Playing or practicing golf or archery.

1.2.12. Bringing into, possessing, or having any glass bottle or container.

1.2.13. Discharging explosives or fireworks or operating launch model rockets or other devices which may have an explosive charge.

1.2.14. Conducting any private enterprise.

1.2.15. Parking motor vehicles overnight.

1.2.16. Selling, serving, dispensing, possessing or consuming any alcoholic beverages.

1.2.17. Blocking, closing off, or impairing access to any trails or facilities.

1.2.18. Hunting, shooting, killing, injuring, trapping or maiming any animal.

1.2.19. Permitting any livestock to graze.

1.2.20. Destroying, vandalizing, defacing or damaging any buildings, structures, signs, equipment, fences, gates or locks regulating access.

1.2.21. Entering, without authorization, those areas and facilities posted or otherwise designated as closed to the general public.

1.2.22. Disposing or dumping of trash or waste.

1.2.23. Removing, cutting down, and disfiguring rocks, trees, shrubs or other features of the natural environment.

1.2.24. Building a fire.

1.2.25. Operating unauthorized motor vehicles.

1.2.26. Possessing a weapon, unless authorized pursuant to § 18-12-214, C.R.S., or any air rifle, spring-gun, bow and arrow, sling, paintball gun, air soft gun or any other projectile or bladed weapon.

1.2.27. Engaging in any illegal or illicit activity, as prohibited by applicable Federal, State or local law, regulation or ordinance.

1.3. Outside Restrooms. Certain of the Parks have, or may soon have, outdoor restrooms that automatically unlock at sunrise and lock at sundown. Additional rules and regulations regarding the outside restrooms may be posted in and around the restrooms in the sole discretion of the District.

1.4. Compliance. All Users and members of the general public shall obey these Policies and Procedures in addition to any order, rule or regulation of the District and the instructions of any sign posted by the District.

1.5. Violation of Park Policy. Should any person fail to observe and obey these Policies and Procedures, or any such order, rule, regulation or sign posted by the District, the District's Manager may immediately remove or cause to be removed any such person and may ban such person from the use of the District Parks or open space and its facilities for such period of time as may be necessary to secure compliance with these Policies and Procedure. The District Manager may also impose a validly approved fee in their sole discretion. All violations may be prosecuted to the fullest extent of the law.

1.6. Public Use. Except for certain reservations as set forth in this Policy, all open turf areas and other open space within the Parks are intended for spontaneous 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 Parks or on the bike paths.

2.1.1. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of the District.

2.1.2. No alcoholic beverages are permitted. Consumption of alcoholic beverages on the premises shall be cause for revocation of Permit and immediate expulsion.

2.1.3. A copy of the Permit must be in the possession of the approved applicant and shown to District personnel upon request.

2.1.4. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.

2.1.5. The Permit is non-assignable.

2.1.6. All reservations will be subject to time limitations and use limitations, and may be subject to other conditions or restrictions, as set forth in the Permit. Users must vacate the area at the time designated on the permit. Failure to comply with the time restraints may be considered a forfeiture of the Deposit Fee.

2.1.7. VIOLATION OF ANY OF THE PERMIT CONDITIONS OR ANY OF THE DISTRICT'S POLICIES MAY RESULT IN IMMEDIATE REVOCATION OF THE PERMIT.

**EXHIBIT E OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

TRAILS USE POLICY

1.12. Trail Use. Any existing or future trails, common area pathways and related amenities (the “Trails”) are available for general, informal use by Users and the general public. Commercial use of Trails is prohibited without the prior written consent of the District Manager.

1.13. Limitation of Liability of District. Use of the Trails is at the sole risk of any User, their guests or any other member of the public. 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 Trails.

1.14. Equipment. All recreational items and equipment located on or around the Trails are the property of the District and shall not be taken from the premises without prior written consent of the District Manager. Any violations may result in criminal prosecution by the District and/or the revocation of usage of any Access Card(s).

1.15. Smoking, Drugs and Alcohol. Smoking is not permitted within twenty-five (25) feet of the Trails, and the use of marijuana or illegal drugs is not allowed and shall not be permitted on or around the Trails. The consumption of alcohol on or around the Trails is prohibited.

1.16. Weapons. With the exception of squirt guns and unless otherwise authorized pursuant to § 18-12-214, C.R.S. no weapons of any kind shall be allowed on or around the Trails by any Users, including, but not limited to, pocket knives or firearms.

1.17. Food and Drink. Food and non-alcoholic drinks are permitted on the Trails. Glass containers are absolutely prohibited on the Trails. Users shall clean up after themselves and dispose of all waste in the appropriate trash and/or recycling receptacles.

1.18. Pets. All pets must be accompanied by a User capable of controlling the pet and must be on a leash on the Trails. All Users are responsible for cleaning up after their pets. Notwithstanding the foregoing, nothing contained herein shall prevent Users from being accompanied by lawfully-licensed disability-related assistance animals on the Trails.

1.19. Prohibited Activities. The following activities are prohibited within the Trails:

1.19.1. Placing or posting signs.

1.19.2. Camping overnight.

1.19.3. Entering or remaining on the Trails after such facilities are closed as indicated on the posted hours of operation.

- 1.19.4.** Depositing, leaving or burying refuse, trash or litter except in designated trash receptacles.
- 1.19.5.** Installing any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies.
- 1.19.6.** Operating remote control or control-line devices in the air, on or in the water, or on the ground.
- 1.19.7.** Using any amplified sound system that produces audible sound beyond a radius of twenty-five (25) feet.
- 1.19.8.** Sticking or placing any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.
- 1.19.9.** Playing or practicing golf or archery.
- 1.19.10.** Discharging explosives or fireworks or operating launch model rockets or other devices which may have an explosive charge.
- 1.19.11.** Conducting any private enterprise.
- 1.19.12.** Parking motor vehicles overnight.
- 1.19.13.** Blocking, closing off, or impairing access to any Trails or facilities.
- 1.19.14.** Hunting, shooting, killing, injuring, trapping or maiming any animal.
- 1.19.15.** Permitting any livestock to graze.
- 1.19.16.** Destroying, vandalizing, defacing or damaging any buildings, structures, signs, equipment, fences, gates or locks regulating access.
- 1.19.17.** Entering, without authorization, those areas and facilities posted or otherwise designated as closed to the general public.
- 1.19.18.** Straying from the designated Trails.
- 1.19.19.** Disposing or dumping of trash or waste.
- 1.19.20.** Removing, cutting down, and disfiguring rocks, trees, shrubs or other features of the natural environment.
- 1.19.21.** Building a fire.
- 1.19.22.** Operating unauthorized motor vehicles.

1.19.23. Engaging in any illegal or illicit activity, as prohibited by applicable Federal, State or local law, regulation or ordinance.

1.20. Outside Restrooms. Certain of the Trails have, or may soon have, outdoor restrooms that automatically unlock at sunrise and lock at sundown. Additional rules and regulations regarding the outside restrooms may be posted in and around the restrooms in the sole discretion of the District.

1.21. Compliance. All Users and members of the general public shall obey these Policies and Procedures in addition to any order, rule or regulation of the District and the instructions of any sign posted by the District.

1.22. Violation of Trail Policy. Should any person fail to observe and obey these Policies and Procedures, or any such order, rule, regulation or sign posted by the District, the District's Manager may immediately remove or cause to be removed any such person and may ban such person from the use of the District Trails or open space and its facilities for such period of time as may be necessary to secure compliance these Policies and Procedure. The District Manager may also impose a validly approved fee in their sole discretion. All violations may be prosecuted to the fullest extent of the law.

**EXHIBIT F OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

THE COVE - SWIMMING POOL, FITNESS AND GATHERING BUILDING PACKET

The Board of Directors of the District has not yet adopted such policies. This Exhibit will be updated upon occurrence of such adoption.

**EXHIBIT G OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

**THE COVE - GATHERING BUILDING AND EVENT LAWN RESERVATION AND
PERMIT POLICY**

The Board of Directors of the District has not yet adopted such policies. This Exhibit will be updated upon occurrence of such adoption.

**EXHIBIT H OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

THE COVE - MULTI-USE COURTS USE, RESERVATION, AND PERMIT POLICY

The Board of Directors of the District has not yet adopted such policies. This Exhibit will be updated upon occurrence of such adoption.