

**AMENDED AND RESTATED POLICIES AND PROCEDURES GOVERNING THE BAREFOOT
RECREATION FACILITIES AND AMENITIES**

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

Adopted May 15, 2024

Preamble

The Board of Directors (the “Board”) of St. Vrain Lakes Metropolitan District No. 1 (the “District”) adopted Policies and Procedures Governing the Barefoot Recreation Facilities and Amenities (“Prior Policies and Procedures”) 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 , management, operation and control of the public recreational facilities and amenities and services of the District (as may be further amended or restated, the “Policies and Procedures”). Due to increased operations and on-going community development, the Board desires to amend and restate the Polices and Procedures which shall replace and supersede the Prior Policies and Procedures in their entirety.

The District, pursuant to the provisions of its Consolidated Service Plan, currently owns, maintains and operates recreation facilities and amenities that include a swimming pool (“The Cove Swimming Pool”), a gathering building (“The Cove”), a fitness center located within the gathering building (“The Cove Fitness Center”), multi-use sports courts located at The Cove (“The Cove Sports Courts”), several community playgrounds (“Playgrounds”), a lake (“Lake”), landscaped common areas/open space areas (“Parks”), and pedestrian trails in common area/open space areas (“Trails”). The Cove Swimming Pool, The Cove, The Cove Fitness Center, and The Cove Sports Courts, shall be individually referred to herein as a “Recreation Facility,” and collectively referred to herein as the “Recreation Facilities”. Recreation Facilities, in addition to, Playgrounds, Lake, Parks, and Trails shall be individually referred to herein as a “Recreation Amenity,” and collectively referred to herein as the “Recreation Amenities.” The District, pursuant to the provisions of its Consolidated Service Plan is currently constructing, or intends to construct additional recreation amenities that will become subject to these Polices and Procedures and may be individually identified through amendments to these Policies and Procedures from time to time.

As of the adoption of these Amended and Restated 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. In the event recreational facility management and operations have been contracted to contractor separate and distinct of District Management, references to “Community Manager” shall refer to independent contractor, its employees and affiliates engaged by the District to perform such services with and to the extent authorized by the District to contract or other valid allocation of authority.

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 Forms. **Exhibit B** hereof contains the official policies and procedures of the District for the Lake. **Exhibit C** hereof contains the official policies and procedures of the District for the use of the Parks and Community Playgrounds. **Exhibit D** hereof contains the official policies and procedures of the District for the Trails. **Exhibit E** hereof contains the official policies and procedures of the District for the use, reservation, and rental of the Recreation Facilities: The Cove Swimming Pool, The Cove, and The Cove Fitness Center. **Exhibit F** hereof contains the official policies and procedures of the District for the use of multi-use Sports Courts to include The Cove Sports 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 F** 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.

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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 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 Community Manager upon submission of the forms identified in Article 1. hereof in order to receive an access card for use of Recreational Facilities (“Access Card”). 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 adopted Policies and Procedures. In the event that such fees, charges and taxes are not timely paid, or in the event of non-compliance with 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.
 - 1.1.1. 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. The District Manager or Community Manager may accept or reject any such proof of residency or property ownership at its 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. The Board shall determine and fix the fees to be paid by Outside Users for use of The Recreation Facilities. Outside User Fees can be found in the current Fee Schedule, attached hereto as **Exhibit A-7**. All persons desiring access to Recreation Facilities under this Article 1.2 shall pay the Outside Users fee as set forth in the Fee Schedule and complete the Outside User Information Form, attached hereto as **Exhibit A-5**. 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 adopted Policies and Procedures. In the event that such fees are not timely paid, or in the event of non-compliance with the Policies and Procedures, such Outside Users may not be issued an Access Card and any privileges for use of the Recreation Facilities may be suspended or revoked, at the District's sole discretion.
- 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. Issuance of Access Card. All Users who desire to access to Recreation Facilities shall complete and submit required User forms dependent on User type as required to the Community Manager. Upon adequate submittal of required forms, the Community Manager shall issue an Access Card to the User who is listed on the Property Owner/Resident Form or Outside User Information Form (“User Information Form”) on behalf of such User’s entire household. The Access Card shall be utilized by all household eligible Users for access to Recreation Facilities during permitted times. Each household may be issued up to two (2) active Access Cards at no cost. The User will be charged per the Recreation Amenity Fee Schedule as attached hereto as **Exhibit A-7** for each additional Access Card issued. Each minor aged 13-17 with a current and signed Minor Release Form attached hereto as **Exhibit A-4** on file may be issued a Youth Access Card. The Community 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 Recreation Amenity Fees Schedule, as may be amended from time-to-time, attached hereto as **Exhibit A-7**.

1.4.2. Required User Forms for District Property Owners and or District Residents:

1.4.2.1. All Users who both own property within the District and reside within the District shall complete (1) the Property Owner/Resident Form attached hereto as **Exhibit A-1** as property owner; and (2) the Individual and Parent/Legal Guardian Waiver of Liability and Release Form (“Release Form”), attached hereto as **Exhibit A-3**, for submission to the Community Manager.

1.4.2.2. All Users who reside in the District but do not own property within the District shall complete (1) the Property Owner/Resident Form attached hereto as **Exhibit A-1** as a resident of the District (opposed to a property owner within the District); (2) Individual and Parent/Legal Guardian Waiver of Liability and Release Form (“Release Form”) attached hereto as **Exhibit A-3**; and (3) submit an “Assignment of Recreational Rights Form,” attached hereto as **Exhibit A-6** as completed by the property owner.

1.4.2.3. All Users listed as Additional Authorized Users on the Property Owner/Resident Form shall complete an “Additional Authorized User Form” attached hereto as **Exhibit A-2**.

1.4.2.4. All Users over the age of 18 and by parents or legal guardians on behalf of any User under the age of 18 as listed on the User Information Form and Additional Authorized User Form shall complete and submit individual Release Forms.

1.4.2.5. The parent or legal guardian of Users between the ages of 13 and 18 may complete and submit a Minor Release Form attached hereto as **Exhibit A-4** to

authorize Minor's access of Recreation Facilities without adult supervision pursuant to Section 1.6. and additional User Age Restriction policies as adopted.

1.4.3. Required User Forms for Outside Users:

1.4.3.1. Outside User shall complete (1) the "Outside User Information Form" attached hereto as **Exhibit A-5** and (2) the "Individual and Parent/Legal Guardian Waiver of Liability and Release Form" ("Release Form"), attached hereto as **Exhibit A-3**, for submission to the Community Manager.

1.4.3.2. All Users over the age of 18 and by parents or legal guardians on behalf of any User under the age of 18 as listed on Outside Information User Form shall complete and submit individual Release Forms.

1.4.3.3. The parent or legal guardian of Users between the ages of 13 and 18 may complete and submit a Minor Release Form attached hereto as **Exhibit A-4** the authorize Minor's access of Recreation Facilities without adult supervision pursuant to Section 1.6. and additional User Age Restriction policies as adopted.

1.4.4. Annual Renewal of Access Cards. In the absence of suspension or revocation of any User's privilege to use the Recreation Facilities, and upon the timely completion of the necessary forms as described in this Section, renewal of the Access Card shall be provided to all eligible Users on an annual basis.

1.4.5. Replacement of Lost Access Cards. In the event of a lost Access Card, a User listed on the User Information Form shall be entitled to a new Access Card upon verification that the User, and all Additional Authorized Users, are in compliance with these Policies and Procedures. Lost cards will be deactivated by the District and a fee will be assessed to issue a new Access Card, as shown on the Recreation Amenities Fee Schedule attached hereto as **Exhibit A-7**.

1.4.6. All Access Cards issued by the Community 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 Community Manager. Any transfer without the Community 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.

1.4.7. If at any time a District Resident or Property Owner moves outside of the Districts' boundaries or ceases to own property therein, such individual shall immediately notify the Community Manager and any privileges to use the Recreation Facilities Pursuant to Section 1.1 shall immediately cease. Such person shall thereafter only be entitled to use the Recreation Amenities in accordance with the terms of Section 1.2

herein.

- 1.5. Recreation Facility Access Restrictions. All Users who desire to access Recreation Facilities shall have a signed and current Release Form, attached hereto as **Exhibit A-3** on file with the Community Manager prior to accessing or using facility.
- 1.6. User Age Restrictions. Unless otherwise stated herein, no person aged twelve (12) or under may use the Recreational Amenities unless accompanied by a parent, legal guardian or other adult or authorized minor over the age of 16, as authorized by the parent or guardian.
 - 1.6.8. The Cove Swimming Pool. No person under the age of 18 may access The Cove Swimming Pool unless accompanied by a parent, legal guardian or other adult aged 18 or older as authorized on the User Information Form. Persons between the ages of 13 and 17 are permitted to access the pool without adult supervision provided such person has a current and signed Minor Release Form on file. Persons aged 12 years and under are permitted to be accompanied by a minor over the age of 16 as authorized by the parent or legal guardian on the Minor Release Form.
 - 1.6.9. The Cove Fitness Center. No persons aged 18 years and under may access The Cove Fitness Center unless accompanied by a parent, legal guardian, or other adult aged 18 or older as authorized on the User Information Form. Persons between the ages of 16 and 17 are permitted to access and utilize the equipment without adult supervision provided such person has a current and signed Minor Release Form on file. No person aged 12 years and under is permitted to use The Fitness Center equipment.
- 1.7. User Guests. Users are permitted to bring guests to Recreation Amenities pursuant to this section and any additional Policies as adopted. User Guests shall adhere to all District rules, regulations, policies and procedures while accessing Recreation Amenities. Guests of Users shall not be permitted to access The Fitness Center.
 - 1.7.10. District Resident Guest Pass. Each District household is provided one annual 10-Visit Guest Pass at no cost in which will cover one District Resident's guest's Daily User Fee for access to The Cove Swimming Pool, The Cove, or other District Amenity as determined by the Board, when guest is accompanied by District Resident. Additional Guest Passes are available for purchase. Guest Passes are non-transferrable between households, cannot be applied towards Amenity Rental Fees, or District Events requiring registration fees. District Resident Guests entering without Guest Pass or with Guest Pass but not accompanied by District Resident will be considered Outside User and subject to Outside User Fees. Additional Guest Pass and Guest Fees are set forth in the Recreation Amenity Fee Schedule attached hereto as **Exhibit A-7** or can be obtained directly from the Community Manager. District Resident Guests will be required to complete a Release Form attached hereto as **Exhibit A-3**, and a Minor Release Form, if applicable, attached hereto as **Exhibit A-4** and submit to Community Manager prior to accessing Recreation Facilities.
 - 1.7.11. Outside Users and Guests. Outside Users are entitled to access the

Recreation Amenities as permitted in Section 1.2. Outside users will not be provided annual 10-Visit Guest Pass at no cost. Guests of Outside Users will be subject to requirements in Section 1.2 and will be required to pay Daily Guest Fee. Outside User Fees are set forth in the Recreation Amenity Fee Schedule attached here to as **Exhibit A-7** or can be obtained directly from the Community Manager

- 1.8. Hours of Operation. Hours of the Recreation Facilities are posted on-site or on the District website. All Parks shall be open sunrise to sundown. The Recreation Amenities' hours of operation shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the Board in its discretion. Users may contact the District Manager or Community Manager for up to date information relating to the hours of operation for any of the Recreation Amenities. Additionally, the District, the District Manager, and the Community Manager reserve the right to close any Recreation Amenity due to weather conditions, preparation for major events, temporary staffing problems, or other reasons. Any such required closing will not result in any adjustments to User fees, charges, or taxes. Hours of all Recreation Amenities are subject to change without notice in the sole discretion of the District.
- 1.9. 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 private events. Unless stated in writing and approved by the District, rental of any Recreation Amenity shall not give a User exclusive right to use a Recreation Amenity. Completion of Rental Request Form attached hereto as **Exhibit A-8**, Rental Applicant Waiver of Liability and Release Form attached hereto as **Exhibit A-9** are required for any Recreation Amenity rental. Additional forms and agreements may be required as determined by The District, the District Manager, or Community Manager. Policies have been adopted by the District concerning the terms and conditions of reservations and/or rentals of the Recreation Facilities attached hereto in **Exhibit E**. Additional policies and amendments may be adopted by the District 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 Cove. 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. 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 consumption of alcohol by adults over the age of twenty-one (21) years during District events or private events may be permitted, as described further in **Exhibit E**.
- 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 allowed in the Parks and on the Trails. All pets must be always accompanied and leashed in the Parks and on the Trails. All Users are responsible for cleaning up after their pets.
 - 2.7.1. The Cove and Cove Fitness Center. Pets are not allowed in The Cove nor The Cove Fitness Center. Animals are not permitted to be tethered to The Cove building, gates, or Cove property for an extended period of time.
 - 2.7.2. The Cove Swimming Pool. Pets are not allowed in The Cove Swimming Pool area nor pool deck. Pets including licensed service animals are prohibited from entering the swimming pool, unless explicitly authorized during District events.
 - 2.7.3. The Cove Sports Courts. Pets are not allowed in or on Sports Courts. Animals are not permitted to be tethered to sports court gates, benches, or tables for an extended period of time.
 - 2.7.4. 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:
 - Violates any part of the Policies and Procedures; or
 - Interferes with, or is abusive, toward any employee in the normal operation of the Recreation Amenities; or
 - Interferes with the use or enjoyment of the facilities by any User or User's guest, or is abusive to any such person; or
 - Is abusive or damaging toward any of the Recreation Amenities; or
 - Is criminal.

3.2. Continuation of Misconduct by User. In any event the offending party fails to cease such conduct after being requested and given verbal warnings to do so, the District Manager, Community Manager, or on duty staff in the event neither the District nor Community Manager is present, is authorized to use all reasonable means they deem 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 or Community Manager, but not to extend beyond the next regular meeting of the Board at which a quorum of Directors is present for Board review. All such removals shall be reported to the Board, District Manager, and Community Manager. Disorderly, criminal or offensive conduct may also be reported to local law enforcement in the discretion of the District Manager, the Community Manager, and or authorized on duty staff, and criminal penalties, including fines and/or incarceration, may result.

3.3. Disciplinary Measures. If the District Manager or Community Manager, in their sole discretion, determines that any User has engaged in conduct as noted in Section 3.1 and or is in contrary to adopted Policies and Procedures, disciplinary measures shall be administered by the District Manager or Community Manager as follows, without the necessity of any action of the Board:

First offense:	Verbal warning issued by District Manager or Community Manager
Second offense:	Written warning issued by District Manager or Community Manager kept in User's file
Third offense:	Written notice issued by District Manager or Community Manager, with copy to Board. User and all other Users associated with the same property address will be restricted from the Recreation Amenities for one calendar year

3.4. Board Notification. The Board shall be notified of all disciplinary measures by the District Manager and Community 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 and or Community Manager. All violations may be reported to local law enforcement authorities as deemed necessary by the District Manager, Community Manager, or the Board.

3.5. 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

RECREATION AMENITIES

THE COVE, SWIMMING POOL, FITNESS CENTER

St. Vrain Lakes Metropolitan District No. 1
c/o Cohere Life, Inc.
12636 Lake Terrace St
Firestone, Colorado 80504
Attention: Community Manager
303-862-8934 (phone)
Barefoot@coherelife.com

LAKES, TRAILS, PARKS, SPORTS COURTS

St. Vrain Lakes Metropolitan District No. 1
c/o Pinnacle Consulting Group, Inc.
550 West Eisenhower Boulevard
Loveland, Colorado 80537
Attention: District Manager
(970) 617-2466 (phone)
stvlmdadmin@pcgi.com
info@stvrainlakesmd.live

Exhibit A

District Forms

See the District's Website: [https://www.stvrainmd.live/
access-cards-liability-waiver-forms](https://www.stvrainmd.live/access-cards-liability-waiver-forms)

Exhibit B

Lake Use Policy

LAKE USE POLICY

(Revised as of May 15, 2024)

- 1.1 Permitted Recreational Use of the Lake. The District owns and maintains two lakes within its boundaries (the “**East Lake**,” “**West Lake**,” each a “**Lake**” and together, the “**Lakes**”). The Lakes are available for the general informal use of District Residents and registered Outside Users, provided that such use is consistent with uses herein. Uses of the Lakes not specifically permitted herein are prohibited.
- 1.1.1 User Acknowledgement. The District has been informed that a satisfactory water quality baseline standard has been established in both the East Lake and West Lake. User shall acknowledge water conditions, water quality, and risks associated to using the Lake as noted in Section 1.8 herein. Recreational use of the Lakes is not permitted is when toxic algae or bacteria are present in the Lakes.
- 1.2 User Registration. All Users who desire to use the Lakes shall register prior to accessing Lakes as required in Article I of Policies and Procedures Governing the Barefoot Recreation Amenities and as amended from time to time. All users shall have a signed and current Release Form on file with the District Manager or Community Manager prior to access the Lakes.
- 1.2.1 User Age Restrictions. No children under the age of sixteen (16) may use the Lake unless accompanied by a parent, legal guardian or other adult, as authorized by the parent or guardian.
- 1.3 Lifeguards. Lifeguards are not on duty. Users shall utilize the Lake at their own risk. Users should not use the Lake alone.
- 1.4 Lake Season and Hours. The Lakes are open to the public from one (1) hour before sunrise to one (1) hour after sunset each day. The Lakes shall be closed to all watercraft from November 1st to April 30th. No recreational use of the Lakes is permitted when there is snow or ice present on the surface of the Lakes or when toxic algae or bacteria are present in the Lakes. Additionally, the District, the District Manager, and the Community Manager reserve the right to restrict access to the Lakes due to inclement weather, preparation for major events, health and safety incidents, or other reasons.
- 1.5 Fishing. A Colorado Fishing License is required to fish at the Lakes. Fishing is permitted from Registered Watercraft (as defined below) and at designated fishing areas at the Lakes. Fishing at other locations is prohibited. All Users must abide by the District’s posted restrictions and limitations, including but not limited to restrictions on the number of fish that may be kept.
- 1.6 Dock Use. Users may access the Dock during seasonal operating hours posted onsite. Fishing off the Dock is prohibited, unless permitted during a District-sponsored event.
- 1.7 Use of Personal Watercraft. All Users are required to register personal watercrafts subject to this section herein and additional policies and procedures as adopted by the Board from time to time. Certain Personal Watercraft use is only permitted in the East Lake. Use of watercraft on the West Lake is prohibited. Those watercrafts not specifically permitted herein are prohibited from being

used on the Lakes. The use of personal watercraft shall be permitted on the East Lake, subject to the following conditions:

- 1.7.1 Registration of Watercraft Required. No personal watercraft shall be permitted on the surface of any Lake without first obtaining a Registration Sticker. Users may obtain a Registration Sticker from the District Manager or Community Manager. Users must have a signed Release Form on file with the District Manager or Community Manager in order to obtain a Registration Sticker. The Registration Sticker must be affixed on the starboard side above the waterline on each registered watercraft. **“Registered Watercraft”** shall mean personal watercraft that have been registered and bear a Registration Sticker as described in this Section. Those using a personal watercraft on a Lake without a Registration Sticker may be asked to leave by a District Representative and may be subject to a penalty.
- 1.7.2 Watercraft Registration Fees. The Watercraft Registration Fee must be paid to obtain Registration Sticker. The Board shall determine and fix watercraft registration fees. The User will be charged per the Recreation Amenity Fee Schedule.
- 1.7.3 Permitted Personal Watercraft. Non-motorized watercraft no longer than 18 feet using the U.S. Coast Guard Simplified Measurement System, such as kayaks, canoes, rowboats, paddleboards, sailboards, fishermen rafts, and rubber rafts, are eligible for registration. Jet skis and other motorized watercraft cannot be registered and are prohibited. Swimming inner tubes and pool floats cannot be registered and are prohibited.
- 1.7.4 Launch Point for Trailered Watercraft. Registered Watercraft shall be launched only from beside the Dock. Motorized vehicles and trailers must remain in authorized areas. Users may not beach watercraft, other than paddleboards, anywhere other than at the Dock area.
- 1.7.5 Unattended Watercraft. Users shall not leave personal watercraft unattended. Storage of personal watercraft at the Lakes is not permitted. If unattended Registered Watercraft is located at the Lake, the District will notify the owner according to the Registration Sticker. If the Registered Watercraft is not recovered by the owner within 24 hours of notification, the Registered Watercraft will be impounded and subject to a storage and retrieval fee and possible disposal of the watercraft. The District will store impounded Registered Watercraft for seven (7) days, after which the District may dispose of the impounded watercraft at the discretion of the District Manager. Unattended watercraft not bearing a Registration Sticker will be impounded and may be disposed of at the discretion of the District Manager. Impounded watercraft will be subject to a storage and retrieval fee of \$250.

- 1.8 User Acknowledgement of District Obligation to Preserve Water Quality, Water Conditions and User Associated Risk. The District is obligated to preserve and maintain the water quality within the Lakes. In recognition of that obligation, Users shall acknowledge the following risks to water quality associated with personal watercraft and comply with the following requirements:

- 1.8.1 Zebra Mussels. Zebra mussels pose a devastating risk to the Lakes and the associated water infrastructure. Zebra mussel larvae are microscopic and could be introduced into the Lakes from infested bodies of water. Users must thoroughly disinfect, clean and dry all surfaces of watercraft prior to entering the Lakes.
- 1.8.2 Toxic Algae and Bacteria. Toxic algae blooms and bacteria have been detected in the Lakes previously and may reoccur at any time. Toxic algae and bacteria pose a serious and potentially fatal health risk to humans and animals. Algae blooms look like green paint on or in the water and may smell swampy or like fresh cut grass. Watercraft shall not be permitted on the Lakes if toxic algae and/or bacteria is detected. Users who observe potential toxic algae blooms should immediately remove themselves and watercraft from the Lakes, notify the District Manager, and disinfect exposed watercraft.

1.9 Lake Rules. All Users shall adhere to all District rules, regulations, policies and procedures, including Section 1.10 herein, and staff direction at all times. Lake Rules are posted on-site and may be obtained directly from the District Manager or Community Manager. Staff reserves the right to remove Users from the Lake due to misconduct, violation of rules and or policies, and inappropriate behavior.

General Lake Rules and Regulations:

- 1.9.1 No Swimming.
- 1.9.2 Hours of Operations: 1 hour before sunrise to 1 hour after sunset each day.
- 1.9.3 Watercrafts are permitted May 1st through October 31st
- 1.9.4 Recreational use of the Lakes is not permitted when there is snow or ice present on the surface of the Lake or when toxic algae or bacteria are present in the Lakes.
- 1.9.5 No persons under the age of sixteen (16) may use the Lake unless accompanied by a parent, legal guardian or other adult, as authorized by the parent or guardian.
- 1.9.6 All watercrafts shall be registered with Registration Sticker affixed on the starboard side above the waterline.
- 1.9.7 Colorado Fishing License is required to fish at the Lakes.
- 1.9.8 No Fishing off dock.
- 1.9.9 The operation of remote control or control line device in water or in air is prohibited.
- 1.9.10 No golfing or the use of flotation golf balls in Lakes.
- 1.9.11 Pets and other domestic animals are not permitted to enter water.

1.10 Prohibited Activities. The following activities are prohibited at and on the Lakes:

- 1.10.1 Swimming.
- 1.10.2 Placing or posting signs, including but not limited to 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.
- 1.10.3 Camping overnight.
- 1.10.4 Entering or remaining at or on the Lakes after such facilities are closed as indicated on the posted hours of operation.
- 1.10.5 Depositing, dumping, leaving or burying refuse, trash or litter, except in designated trash receptacles.
- 1.10.6 Depositing, dumping, leaving or disposing of any chemicals, solvents or other harmful substances in the water.
- 1.10.7 Failing or refusing to pick up any animal waste caused by an owned pet or other domestic animal.
- 1.10.8 Permitting an owned pet or other domestic animal to enter the water.
- 1.10.9 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.
- 1.10.10 Operating remote control or control-line devices in the air, on or in the water, or on the ground.
- 1.10.11 Using any amplified sound system that produces audible sound beyond a radius of twenty-five (25) feet.
- 1.10.12 Smoking in areas other than designated smoking areas.
- 1.10.13 Playing or practicing golf or archery.
- 1.10.14 Bringing into, possessing, or having any glass bottle or container.
- 1.10.15 Discharging explosives or fireworks or operating launch model rockets or other devices which may have an explosive charge.
- 1.10.16 Conducting any private enterprise.
- 1.10.17 Parking motor vehicles overnight.
- 1.10.18 Selling, serving, dispensing, possessing or consuming any alcoholic beverage.
- 1.10.19 Blocking, closing off, or impairing access to any trails or facilities, except as allowed by authorized personnel.

- 1.10.20 Hunting, shooting, killing, injuring, trapping or maiming any animal, other than permitted fishing.
- 1.10.21 Permitting any livestock to graze.
- 1.10.22 Destroying, vandalizing, defacing or damaging any buildings, structures, signs, equipment, fences, gates or locks regulating access.
- 1.10.23 Entering, without authorization, those areas and facilities posted or otherwise designated as closed to the general public.
- 1.10.24 Removing, cutting down, or disfiguring rocks, trees, shrubs or other features of the natural environment
- 1.10.25 Building a fire.
- 1.10.26 Operating unauthorized motor vehicles.
- 1.10.27 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.
- 1.10.28 Engaging in any illegal or illicit activity, as prohibited by applicable Federal, State or local law, regulation or ordinance.

1.11 District Authorized Representative. The District may engage and authorize a third-party contractor (the “**District Authorized Representative**”) to respond to incidents of unauthorized use of the Lakes and take actions to enforce this Policy. Users shall comply with instructions and requests from the District Authorized Representative. Failure to comply with instructions and/or requests from the District Authorized Representative shall constitute a violation of this Policy.

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

Exhibit C

Parks & Community Playgrounds Use Policy

PARKS AND COMMUNITY PLAYGROUND
USE POLICY

(Revised as of May 15, 2024)

- 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 and Playgrounds 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. Limitation of Liability of District. Use of the Parks and 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 or in the Parks. The consumption of alcohol on or around the Playgrounds or in the Parks 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 Parks:
- 1.8.1. Destroying, vandalizing, defacing or damaging any buildings, structures, signs, equipment, fences, gates or locks regulating access.
 - 1.8.2. Placing or posting signs
 - 1.8.3. Camping overnight
 - 1.8.4. Entering or remaining in the Parks after such facilities are closed as indicated on the posted hours of operations
 - 1.8.5. Depositing, leaving or burying refuse, trash, or litter except in designated receptacles
 - 1.8.6. Failing or refusing to pick up any animal waste caused by an owned pet or other domestic animal.
 - 1.8.7. 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.
 - 1.8.8. Entering, without authorization, those areas and facilities posted or otherwise designated as closed to the general public.
 - 1.8.9. Operating remote control or control-line devices in the air, on or in the water, or on the ground.
 - 1.8.10. Using any amplified sound system that produces audible sound beyond a radius of twenty-five (25) feet.
 - 1.8.11. 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.
 - 1.8.12. Smoking in areas other than designated smoking areas.
 - 1.8.13. Playing or practicing golf or archery.
 - 1.8.14. Bringing into, possessing, or having any glass bottle or container.

- 1.8.15. Discharging explosives or fireworks or operating launch model rockets or other devices which may have an explosive charge.
 - 1.8.16. Conducting any private enterprise.
 - 1.8.17. Parking motor vehicles overnight.
 - 1.8.18. Selling, serving, dispensing, possessing or consuming any alcoholic beverages.
 - 1.8.19. Blocking, closing off, or impairing access to any trails or facilities.
 - 1.8.20. Hunting, shooting, killing, injuring, trapping or maiming any animal.
 - 1.8.21. Permitting any livestock to graze.
 - 1.8.22. Disposing or dumping of trash or waste.
 - 1.8.23. Removing, cutting down, and disfiguring rocks, trees, shrubs or other features of the natural environment.
 - 1.8.24. Building a fire.
 - 1.8.25. Operating unauthorized motor vehicles.
 - 1.8.26. 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.
 - 1.8.27. 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 Parks may 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 Park and Playgrounds Use 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.

- 1.12. 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.

Exhibit D

Trails Use Policy

TRAILS USE POLICY

(Revised as of May 15, 2024)

- 1.1. **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.
- 1.2. **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.
- 1.3. **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).
- 1.4. **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.
- 1.5. **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 Trails 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 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.
- 1.7. **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.
- 1.8. **Prohibited Activities.** The following activities are prohibited within the Trails:
 - 1.8.1. Placing or posting signs.

- 1.8.2. Camping overnight.
- 1.8.3. Entering or remaining on the Trails 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.
- 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. Playing or practicing golf or archery.
- 1.8.10. Discharging explosives or fireworks or operating launch model rockets or other devices which may have an explosive charge.
- 1.8.11. Conducting any private enterprise.
- 1.8.12. Parking motor vehicles overnight.
- 1.8.13. Blocking, closing off, or impairing access to any Trails or facilities.
- 1.8.14. Hunting, shooting, killing, injuring, trapping or maiming any animal.
- 1.8.15. Permitting any livestock to graze.
- 1.8.16. Destroying, vandalizing, defacing or damaging any buildings, structures, signs, equipment, fences, gates or locks regulating access.
- 1.8.17. Entering, without authorization, those areas and facilities posted or

otherwise designated as closed to the general public.

- 1.8.18. Straying from the designated Trails.
 - 1.8.19. Disposing or dumping of trash or waste.
 - 1.8.20. Removing, cutting down, and disfiguring rocks, trees, shrubs or other features of the natural environment.
 - 1.8.21. Building a fire.
 - 1.8.22. Operating unauthorized motor vehicles.
 - 1.8.23. 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 Trails have, may 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 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 E

The Cove Swimming Pool, The Cove, The Cove Fitness Center

**THE COVE SWIMMING POOL, THE COVE, AND THE FITNESS CENTER USE
POLICIES**

AND

THE COVE FACILITY RENTAL POLICIES AND PROCEDURES

Revised as of May 12, 2026

ARTICLE I: THE COVE SWIMMING POOL

- 1.1 Use of The Cove Swimming Pool. The Cove Swimming Pool (“the pool”) is available for the general informal use of District residents and registered Outside Users, provided that such use is consistent with the planned use of the facilities. Commercial use of the pool is prohibited. Access to the pool will be on a first-come, first-serve basis.
- 1.2 User Registration and Check-In. All Users shall register prior to accessing the pool as required in Article I of Policies and Procedures Governing the Barefoot Recreation Amenities and as amended from time to time. Users shall adhere to check-in process as determined by Community Manager prior to entering pool area for staff to determine User registration and track capacity limits. All Users shall have signed and current Release Form (**Exhibit A-3**) on file prior to accessing the pool. Users under the age of 18 accessing the pool without parent, legal guardian, or authorized adult supervision shall have a signed and current Minor Release Form (**Exhibit A-4**).
 - 1.2.1 User Guests. Users are allowed to bring guests subject to Article 1 of the Policies and Procedures Governing the Barefoot Recreation Amenities and as amended from time to time. All guests will be required to complete the Release Form, and Minor Release Form, if applicable, and submit to Community Manager prior to accessing the pool.
- 1.3 User Age and Use Restrictions. No person under the age of 18 may access the pool unless accompanied by a parent, legal guardian or other adult aged 18 or older as authorized on the User Information Form. Persons between the ages of 13 and 17 are permitted to access the pool without adult supervision provided such person has a current and signed Minor Release Form on file. Persons aged 12 and under are permitted to be accompanied by a minor over the age of 16 as authorized by the parent or guardian on the Minor Release Form.
- 1.4 Capacity Limits. The combined pool deck and swimmer capacity limit is 300 persons. The Board reserves the right to modify capacity limits provided the capacity limit does not exceed limits as approved by the Town of Firestone Codes noted in original approved construction plans.
 - 1.4.1 In the event of lifeguarded operations, combined pool deck and swimmer capacity is 25 swimmers per lifeguard on duty.

- 1.5 Hours of Operation. Hours of the pool are posted onsite or on the District's website. The pool hours of operation are subject to seasonal adjustments or changes deemed necessary and appropriate by the Board in its discretion. Additionally, the District, the District Manager, and the Community Manager reserve the right to close the pool due to inclement weather, preparation for major events, temporary staffing problems, capacity limits, safety incidents, or other reasons.
- 1.6 Lifeguards. Lifeguards are not on duty. Users shall utilize the pool at their own risk. Users should not swim alone.
- 1.6.1 In the event the pool has staffed lifeguard operations, lifeguards may attend the pool area during normal hours of operation. The absence of at least two (2) lifeguards at the pool shall result in the closure of the pool. Notwithstanding the presence of lifeguards at the pool, or lack thereof, Users shall utilize the pool at their sole risk.
- 1.7 Swimming Pool Rules. Users shall adhere to all District rules, regulations, policies and procedures, and staff direction at all times. Swimming Pool Rules are posted in the pool area and may be obtained directly from the Community Manager. Staff reserves the right to remove Users from the facility due to misconduct, violation of rules and or policies, and inappropriate behavior.

General Swimming Pool Rules and Regulations:

- 1.7.1 All Users under the age of 12 shall be accompanied and supervised by parent, legal guardian, and or other authorized responsible party at all times.
- 1.7.2 No lifeguard on duty. Users shall utilize the pool at their own risk. Users should not swim alone. The District assumes no responsibility for injury that may occur.
- 1.7.3 Pool will close for inclement weather and/or when the air temperature is less than 60 degrees. During thunder and lightning storms, or other inclement weather, Users shall exit pool and clear pool area, and seek shelter when necessary.
- 1.7.4 At staff discretion, the pool may be cleared for a 15-minute safety break every other hour.
- 1.7.5 No running, pushing, dunking or horseplay. No climbing on or hanging on pool perimeter fence. No hanging, sitting, or pulling on lane lines or depth dividers. No diving in the shallow end.
- 1.7.6 Staff reserves the ability to restrict User access due to meeting capacity limits for both deck capacity and swimmer capacity. Pool Deck and Swimming Pool capacity is as posted at the pool or on pool signage. Pool deck capacity includes pool capacity.

- 1.7.7 Swimmers' dependent upon any flotation device shall not be permitted in the pool unless accompanied (in the water) and directly supervised by a responsible person over the age of 16. "Direct supervision" (within arm's reach) as used herein shall mean that the parent, legal guardian or other responsible person is in the water with swimmers requiring such supervision. Coast Guard approved life jacket to assist non-swimmers is encouraged.
- 1.7.8 All individuals that will be in water greater than chest deep may be subject to a swim test to demonstrate swimming ability.
- 1.7.9 All incontinent persons are required to wear approved swim diapers or swimsuits with built in swim diapers when utilizing the pool. Regular diapers are not allowed in pool.
- 1.7.10 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. Diving toys and reasonably sized flotation devices shall be allowed if not a detriment to the User's safety or safety of others. Large raft and other oversized inflatables are not permitted in Pool. All use of pool toys and other equipment is subject to the sole discretion of staff.
- 1.7.11 Proper and appropriate attire should be worn by all Users when utilizing the pool. No undergarments, sports bras, basketball shorts, jeans, cargo shorts are allowed. T-shirts and tank tops are permitted over an appropriate swimsuit. Nudity is prohibited.
- 1.7.12 Food and non-alcoholic beverages are permitted on the pool deck. Food and beverages are not permitted within the pool. All trash must be disposed in the waste receptacles prior to leaving. No glass other breakable containers are allowed in pool area.
- 1.7.13 Smoking, vaping, and the use of tobacco, marijuana or illegal drugs is not allowed and shall not be permitted in or around the pool. The consumption of alcohol in or around the pool is prohibited.
- 1.7.14 All Users should shower before entering the pool.
- 1.7.15 Any persons with cold virus, communicable disease, diarrhea, open sores, ear or nasal discharge are not allowed in pool.
- 1.7.16 Users should report any fecal or vomit incidents to staff immediately.
- 1.7.17 Chemicals are used in the pool to ensure sanitary and safe water environment and conditions are tested regularly. If unacceptable conditions occur, the pool may be closed to preserve the health of Users.

- 1.7.18 Additional rules and regulations may be imposed by the District in its sole discretion.
- 1.8 District Swim Team Use. Notwithstanding the foregoing, the District may elect to establish an organized swim team. In the event that the District establishes an organized swim team, then the pool may be reserved for use for organized swim team events in which the District's organized swim team is participating, up to one time per month, and may be reserved for the District's organized swim team's practices during times outside of the pool regular hours of operation. The pool may not be reserved for use for organized swim team events in which the District's organized swim team is not participating.
- 1.9 Application for Pool Party Permit. Users who wish to bring more than ten (10) guests to the pool at a given time may apply for a Pool Party Permit. A completed Rental Request Form (**Exhibit A-8**), Rental Applicant Waiver of Liability and Release Form (**Exhibit A-9**), Deposit Check, and Rental Fee must be submitted to the District no later than 14 days prior to the requested event date in order to constitute a complete Application for a Pool Party Permit. All Users and their guests must obey all Pool Rules and all instructions from the District staff and managers, at all times. Permits will be issued on a first-come, first-served basis, subject to the District Manager's or Community Manager's discretion, staffing availability, and anticipated facility capacity.

ARTICLE II: THE COVE

- 2.1 Use of The Cove. The Cove is available for the general informal use of District Residents and registered Outside Users. The Cove Facility is operated as a public District amenity and gathering space for Users in good standing. The Cove has been planned to provide an area for gathering, exercise and leisure, holding District social events, and conducting District business. Users are able to reserve and/or rent determined areas for private events subject to rental policies noted in Section 4 herein. Additional uses of The Cove Facility may be determined by the District at their discretion.
- 2.2 User Registration and Check-In. All Users shall register prior to accessing The Cove as required in Article 1 of the Policies and Procedures Governing the Barefoot Recreation Amenities as amended from time to time. Users shall adhere to check-in process as determined by Community Manager for staff to determine User registration and track for capacity limits. All Users shall have signed and current Release Form (**Exhibit A-3**) on file prior to accessing The Cove. Users under the age of 18 accessing The Cove without parent, legal guardian, or authorized adult supervision shall have a signed and current Minor Release Form (**Exhibit A-4**).
- 2.2.1 User Guests. Users are allowed to bring guests subject to Article 1 of the Policies and Procedures Governing the Barefoot Recreation Amenities and as amended from time to time. All guests will be required to complete the Release Form and Minor Release Form, if applicable, and submit to Community Manager prior to accessing The Cove.

- 2.3 User Age and Use Restrictions. No person aged 18 or under may use The Cove unless accompanied by a parent, legal guardian or other adult aged 18 or older as authorized on the User Information Form. Persons between the ages of 13 and 17 are permitted to access The Cove without adult supervision provided such person has a current and signed Minor Release Form on file. Persons aged 12 and under are permitted to be accompanied by a minor over the age of 16 as authorized by the parent or guardian on the Minor Release Form
- 2.4 Capacity Limits. The Cove gross capacity limit is 277 persons. The Board reserves the right to modify occupancy limits provided the limit does not exceed limits as mandated by the Town of Firestone Fire Codes noted in original approved construction plans.
- 2.5 Hours of Operation. Hours of The Cove are posted onsite or on the District's website. The Cove hours of operation are subject to seasonal adjustments or changes deemed necessary and appropriate by the Board in its discretion. Additionally, the District, the District Manager, and the Community Manager reserve the right to close The Cove due to inclement weather, preparation for major events, temporary staffing problems, capacity limits, safety incidents, or other reasons.
- 2.6 The Cove Rules. Users shall adhere to all District rules, regulations, policies and procedures, and staff direction at all times. Staff reserves the right to remove Users from the facility due to misconduct, violation of rules and or policies, and inappropriate behavior.

General Cove Rules and Regulations:

- 2.6.1 All Users under the age of 12 shall be accompanied and supervised by parent, legal guardian, and or other authorized responsible party at all times.
- 2.6.2 Users shall utilize The Cove at their own risk and follow safety guidelines. The District assumes no responsibility for injury that may occur.
- 2.6.3 No running, pushing, or horseplay. No climbing on or hanging on furniture or televisions.
- 2.6.4 Ingress and egress doors may not be blocked; a clear five-foot width pathway to ensure safe exit must be maintained.
- 2.6.5 Users shall not enter Cove with wet swimsuits.
- 2.6.6 Food and non-alcoholic beverages are permitted in The Cove. Consumption of alcohol may only be allowed during permitted events.
- 2.6.7 All trash must be disposed in the waste receptacles prior to leaving.

- 2.6.8 Users may utilize the kitchen appliances only upon the explicit approval by the Community Manager or through an issued Rental Permit.
- 2.6.9 Users should return any moved furniture and return any borrowed books, games, or other common use items to their location and shelves after use.
- 2.6.10 Smoking, vaping, and the use of tobacco, marijuana or illegal drugs is not allowed and shall not be permitted in or around the Cove.
- 2.6.11 Pets are not allowed in The Cove with the exception of licensed service animals.
- 2.6.12 Additional rules and regulations may be imposed by the District in its sole discretion.

2.7 Use of the Fire Pits. There are two gas-fueled fire pits in the open space outside of The Cove. Both fire pits are available for general, informal use by Users and the general public on a first-come first-served basis, during The Cove operational hours provided the fire pit has not been previously reserved, and subject to these Policies and Procedures. The rules for use of the fire pits are posted on-site and may be obtained directly from the Community Manager. Operational Instructions can be obtained directly through the Community Manager.

General Fire Pit Rules:

- 2.7.1 Persons using firepit do so at their own risk. The District is not responsible for accidents or injury.
- 2.7.2 Fire pit has open flame, surface areas can become extremely hot and may cause burns.
- 2.7.3 When in use, Fire Pit must always be attended.
- 2.7.4 Always keep children at least three (3) feet away from the fire surface.
- 2.7.5 Do not throw sticks or other items into the fire pit.
- 2.7.6 Do not use fire pit for cooking or heating food or liquids.
- 2.7.7 Please follow the posted instructions on how to light.
- 2.7.8 If any gas smell is noticed, switch off the gas supply immediately and notify Cove staff.
- 2.7.9 Fire Extinguisher is located in The Cove near the kitchen.
- 2.7.10 In case of Emergency call 911.

ARTICLE III: THE COVE FITNESS CENTER

- 3.1 Use of The Cove Fitness Center. The Cove Fitness Center (“The Fitness Center”) is available for the general informal use of District residents, provided that such use is consistent with the planned use of the facilities. Commercial use of the Fitness Center is prohibited. Access to The Fitness Center will be on a first-come, first-serve basis.
- 3.2 User Registration and Check-In. All Users shall register prior to accessing The Fitness Center as required in Article I of Policies and Procedures Governing the Barefoot Recreation Amenities and as amended from time to time. Users shall adhere to check-in process as determined by Community Manager prior to entering fitness area for staff to determine User registration and track for capacity limits. All Users shall have signed and current Release Form (**Exhibit A-3**) on file prior to accessing The Fitness Center. Users under the age of 18 accessing The Fitness Center without parent, legal guardian, or authorized adult supervision shall have a signed and current Minor Release Form (**Exhibit A-4**).
- 3.2.1 Guests of Users. Guests of Users shall not be permitted to access The Fitness Center.
- 3.3 User Age and Use Restrictions. No persons aged 18 years and under may access the Cove Fitness Center (“fitness center”) unless accompanied by a parent, legal guardian, or other adult aged 18 or older as authorized on the User Information Form. Persons between the ages of 16 and 17 are permitted to access and utilize the equipment without adult supervision provided such person has a current and signed Minor Release Form on file. No person aged 12 years and under is permitted to use The Fitness Center equipment.
- 3.4 Capacity Limits. The Fitness Center net capacity limit is 43 persons. The Board reserves the right to modify capacity limits provided the capacity limit does not exceed limits as mandated by the Town of Firestone Fire Codes noted in original approved construction plans.
- 3.5 Hours of Operation. Hours of the Fitness Center are posted onsite or on the District website. Fitness Center hours are pursuant to change. Staff has the discretion to close The Fitness Center and or restrict User access due to safety incidents and Fitness Center capacity limits.
- 3.5.1 Consecutive use of cardio equipment during peak times shall be limited to 30 minutes.
- 3.6 The Fitness Center Rules. Users shall adhere to all District rules, regulations, policies and staff direction at all times. The Fitness Center rules are posted in the fitness area and may be obtained directly from the Community Manager. Staff reserves the right to remove Users from the facility due to misconduct, violation of rules and or policies and inappropriate behavior.

General Fitness Area Rules and Regulations:

- 3.6.1 All Users under the age of 15 shall be accompanied and supervised by parent, legal guardian, and or other authorized responsible party at all times.
- 3.6.2 Users shall utilize the Fitness Center and equipment at their own risk and follow safety guidelines and appropriate equipment use instructions.
- 3.6.3 Users shall report any faulty and/or damaged equipment to staff immediately. The District assumes no responsibility for any injury that may occur.
- 3.6.4 Restack and return all weights and other equipment to the appropriate location after use. Do not drop weights.
- 3.6.5 No modification or adaption to the equipment, other than its intended use.
- 3.6.6 No loitering, no sitting on equipment while not using.
- 3.6.7 Proper and appropriate attire should be worn by all times to include shirt, bottoms, and closed toed shoes. Sandals, flip flops, and barefoot are prohibited. No wet clothing or swimsuits.
- 3.6.8 Food is not permitted. Water and appropriate beverages in non-breakable drink wear is permitted. No glass or other breakable containers is allowed.
- 3.6.9 Smoking, vaping, and the use of tobacco, marijuana or illegal drugs is not allowed and shall not be permitted.
- 3.6.10 All Users shall wipe down equipment with disinfectant wipes, spray and or towels as provided after use.

3.6.11 No Outside Coaches, Trainers or Instructors.

No outside coaches, trainers or instructors are permitted within The Fitness Area. Any coach, trainer or instructor shall be approved and provided by the District.

- 3.7 Additional Posted Rules and Regulations. Additional rules and regulations may be posted by the District in its sole discretion.

ARTICLE IV: THE COVE RENTAL POLICIES AND PROCEDURES

- 4.1 Rental of The Cove Facility. The Cove Party Room, The Cove Kids Room, The Event Lawn/Patio and The Cove Swimming Pool (collectively referred to as “The Cove Facility”) are available for Users to reserve and/or rent for private events provided that such use is

consistent with the planned use of the facilities. Unless stated in writing and approved by the District, rental of the Cove shall not give User exclusive right to use The Cove Facility.

4.2 Use of The Cove Facility. Subject to the limitations outlined in this Article, The Cove Facility shall be available to Renting User upon receipt of Rental Request Form (**Exhibit A-8**), execution of Rental Agreement attached hereto as **Exhibit E-1**, and payment of the appropriate rental fees and deposits. Unless stated in writing and approved by the District, rental of The Cove Facility shall not give User exclusive right to use The Cove Facility.

4.2.1 Outside User Rentals. Outside Users are able to rent The Cove Facilities subject to holding a valid Annual Pass.

4.3 Use of Event Lawn/Patio. The Event Lawn/Patio may be reserved separately or be used in conjunction with rental of The Cove Party Room. When used in conjunction with the Cove Party Room, Users will be required to pay rental rate for the Event Lawn/Patio and The Cove Party Room. Users desiring to use the Event Lawn/Patio must specify this desire on the Rental Request Form (**Exhibit A-8**). With the rental of the Event Lawn/Patio, the use of the fire pits located within the Event Lawn/Patio perimeter fence will be available for exclusive use. Use of tents, bounce houses and other such amenities must be specified in the Rental Request Form and approved by the Community Manager. Setup of any such amenities on the Event Lawn/Patio shall not utilize stakes or other tools driven into the ground and shall instead use sandbags, water-bags, or similar surface-only methods.

4.4 Use of The Cove Swimming Pool. The Cove Swimming Pool may not be reserved for exclusive use unless pool use is in conjunction with the rental of The Cove Party Room and pool use is for the hours between 8:00 pm- 9:00 pm. Users will be required to pay rental rate for The Cove Party Room in addition to Exclusive Pool Party Rental Fees. Users who desire to use the pool for non-exclusive use in conjunction with an event are able to apply for a Pool Party Permit subject to Section 4.5 herein.

4.5 Pool Permit. Users are able to apply for a Pool Permit for non-exclusive use pool access during regular pool operating hours when there are 15 or more party attendees. A completed Rental Request Form (**Exhibit A-8**), Rental Applicant Waiver of Liability and Release Form (**Exhibit A-9**), Deposit Check, and Rental Fee must be submitted to the District no later than 14 days prior to the requested event date in order to constitute a complete Application for a Pool Permit. All Users and their guests must obey all Pool Rules and all instructions from the District staff and managers, at all times. Permits will be issued on a first-come, first-served basis, subject to the District Manager's or Community Manager's discretion, staffing availability, and anticipated facility capacity.

4.6 Limitations of Use of The Cove Facility. Use of The Cove Facility are to be consistent with the planned use of the facility. Unless stated in writing and approved by the District, rental of The Cove Facility shall not give User exclusive right to use The Cove or The Cove Swimming Pool. In an attempt to further the use of The Cove Facility and District's focus on public safety and further on a non-discriminatory and neutral basis and not aid one religion/political party, prefer one religion or political party over another, or provide any

public funding for the same, Users will not be permitted to rent The Cove Facility for the following type of events and use:

- i. Events deemed by the Board of Directors in their discretion that jeopardize the safety, health or welfare of the public:
- ii. For any religious or political usage.

4.7 Exceptions to Limitations of Use of the Cove Facility. Notwithstanding the limitations provided in section 4.6 herein, The Cove Facility may be exclusively used by the District for the purpose of conducting District business to include District Board meetings or committee meetings, or other uses as deemed necessary by the District.

4.7.1 Non-District hosted public community events to include bipartisan topics and events, or events related to other governing entities' business such as municipal town halls, may be permitted subject to District approval. For these events, User shall submit Rental Request Form to Community Manager noting nature and purpose of event and may be subject to the same rental terms and conditions as private rentals to include Applicant Waiver of Liability and Release Form, an executed Cove Facility Rental Agreement, and payment of applicable rental fees and deposits. Waiver of forms, fees, and deposits may be considered and is subject to Board discretion. Renting User or host for any event approved by the District under this exception may be required to make a statement as prepared by the District to all attendees concerning the District's interest, affiliation with the group or event, or support of the event.

4.8 Limitations on the Ongoing Use of The Cove Facility. Except as otherwise stated herein, Users shall be prohibited from renting The Cove Party Room, The Cove Kids Room and/or Cove Event Lawn/ Patio on an extended or continuing basis for ongoing purposes. Such rentals have the ongoing effect of precluding and preventing The Cove Facility usage by other permitted Users. Whether a proposed use is extended or continuing shall be determined by the Community Manager but shall include an analysis of whether such use is proposed for greater than a 24-hour period in any given week or for multiple regularly scheduled usage on a weekly or monthly basis.

4.8.1 Exceptions to Ongoing Use Limitations. Notwithstanding the limitations provided in section 4.8 herein, The Cove Facility may be utilized for the ongoing purposes of monthly, or more frequent, District meetings or committee meetings, District held social events, or use otherwise deemed necessary by the District manager and or Community Manager for conducting business of the District.

4.9 Capacity of The Cove. Town of Firestone fire codes mandate that legal capacity of The Cove be limited to 277 persons. No rentals of the facility shall be allowed for greater than 277 persons in attendance.

- 4.10 District Representatives. The District’s Board of Directors may, in its discretion, condition rental of The Cove Party Room, Cove Kids Room and/or Cove Event Lawn/ Patio upon the requirement that one or more District representatives be in attendance for the event for which the facility is rented. In all such cases, the persons renting The Cove Party Room, Cove Kids Room and/or Cove Patio shall be responsible for any costs associated with attendance by the District representatives.
- 4.11 Rental Rates, Fees, and Deposits. Rental rates and fees shall be established from time to time by the District’s Board of Directors in its sole discretion and may be based upon the type of event and location for which area of The Cove Facility is desired, the number of persons anticipated to be in attendance, duration of rental, time of event, and other factors. Fees shall be charged in accordance with the schedule provided on the Recreation Amenities Fee Schedule found in **Exhibit A-7**. The District also reserves the right to require a deposit (the “**Application Deposit**”) from the User prior to granting approval to use District facilities. The Application Deposit may be retained in whole or in part to pay for District costs for clean-up, repair or replacement of damaged property or equipment, or other District expenses directly resulting from applicant’s use of District facilities. The Application Deposit will be fully refundable in accordance with the terms set forth in the form of The Cove Rental Agreement attached hereto as **Exhibit E-1**.
- 4.12 Permit Application. For consideration of a permit, Users shall first submit a completed Rental Request Form specifying desired area and event details (**Exhibit A-8**) to the Community Manager. The Community Manager will review and consider preliminary approval subject to availability, and limitations and allowed uses provided herein. Upon receiving preliminary approval, the Renting User shall then submit an Applicant Waiver of Liability and Release Form (**Exhibit A-9**), Renting User executed Cove Facility Rental Agreement attached hereto as **Exhibit E-1**, Application Deposit Fee, Rental Fee, and the full Security Fee (if applicable) later than thirty (30) days prior to reservation date to be issued a permit to use The Cove Facility. Pool Party Permit Applications submittal and deposit requirements will be subject to section 4.5 herein, unless otherwise specified. Applications will be reviewed and considered on a first submitted- first reviewed basis.
- 4.12.1 The Community Manager may decline a rental for reasons including but not limited to: the event may jeopardize the safety; health or welfare of the public; the event activities may cause severe damage to the facility and area; lack of available staffing required for event; previously approved private event at similar time; or scheduled District event or meeting. The District’s Board of Directors may, in its discretion, decline rental of The Cove Facility for any event that the District’s Board of Directors deems to jeopardize the safety, health or welfare of the public. Applicants shall not be denied to an applicant based on race, religion, creed, gender, or philosophy.
- 4.13 Additional Conditions of Use. The following policies and procedures will apply to the application for a permit to use the Cove:

- 4.13.1 The User making the reservation (the “**Renting User**”) must be present at the event at all times. The Renting User’s account must be current and in good standing with the District.
 - 4.13.2 All reservations will be subject to time limitations and use limitations. Rental hours are between 6:00 a.m. and 10:00 p.m. All attendees 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 security deposit.
 - 4.13.3 Permits will only be issued to the Renting User. The Renting User must be 18 years of age or older. Permits may only be used by the party to whom they are issued. Permits are non-transferable.
 - 4.13.4 The District reserves the right to request all attendees provide a signed Release Form prior to event start for permits that include either exclusive and non-exclusive use of The Pool.
 - 4.13.5 Permits must be available to present for inspection during all use times.
 - 4.13.6 The District reserves the right to cancel an event if it is deemed that the conditions are poor or the activity will cause damage. In the event that the District cancels a reservation prior to commencing, the security deposit and rental fee will be reimbursed subject to The Cove Facility Rental Agreement.
 - 4.13.7 Reservations and permit may limit use to a particular area of The Cove Facility.
 - 4.13.8 The activity may not unreasonably interfere with or detract from the general public’s enjoyment of surrounding areas.
 - 4.13.9 The proposed activity may not incite violence, crime, or disorderly conduct.
 - 4.13.10 Reservations must be cancelled 14 days prior to the date of the event to receive a full refund of the use fee and deposit.
- 4.14 Alcoholic Beverages. The Renting User shall note on the Rental Request Form if there will be alcohol served. Alcoholic beverages may be served as long as the Renting User abides by the following conditions:
- i. No fee will be charged, either directly or indirectly (i.e. no cash bar) for the consumption of alcoholic beverages.

- ii. No alcoholic beverages, including 3.2% beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.
- iii. The Renting User acknowledges that the District does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The Renting User shall be solely responsible for compliance with the liquor laws of the State of Colorado. No alcoholic beverages will be served or consumed outside of The Cove Facility.
- iv. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto The Cove Facility premises, the Renting User shall take action to have such beverages removed from the premises. If necessary, the Renting User will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under 21 years old, the Renting User will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.
- v. If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on The Cove Facility premises, the Renting User will take action to have such activities stopped, and if necessary, notify the police to seek assistance.
- vi. The Renting User agrees to arrange alternate transportation for any attendee who is unable to operate a vehicle safely and responsibly from the event due to intoxication. The Renting User agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.

4.15 The Renting User shall indemnify and hold harmless the District for any claims, actions, or suits brought by third-parties against the District for any damages caused as a result of Renting User's failure to comply with the provisions of The Cove Facility Rental Agreement.

4.16 The Cove Facility Rental Agreement and Rental Covenant terms are incorporated in **Exhibit E-1** attached hereto and available directly through Community Manager.

Exhibit F

Sports Courts Use Policy

SPORTS COURTS USE POLICY

(Revised as of May 15, 2024)

- 1.1. Sports Courts. The Parks may have multiple sports courts, including a basketball court, volleyball court and other athletic courts (“Sports Courts”). The Cove has multiple sports courts, including a basketball court, a tennis court, pickleball courts, and other athletic courts (“The Cove Sports Courts”). The term “Sports Courts” will collectively refer to all courts located in Parks at The Cove, unless specified.
- 1.2. Use of the Sports Courts. Sports Courts are available for the general informal use to Users and their guests provided that such use is consistent with the planned use for the court. Sports Courts are open on a first-come, first-served basis, subject to Section 1.3 herein and additional policies as adopted by the District from time to time. Continuous use of the Sports Courts is limited to one (1) hour. Commercial use of the Sports Courts is prohibited.
- 1.3. The Cove Sports Courts Registration and Use. All Users who desire to access The Cove Sports Courts shall register prior to accessing as required in Article I of Policies and Procedures Governing the Barefoot Recreation Amenities and as amended from time to time. Users may access The Cove Sports Courts by issued Access Card or other method as determined by Board. Users shall adhere to the reservation, check-in and access processes subject to section 1.6 herein or as determined by District and or Community Manager prior to entering area for staff to determine User registration, reservation, and track for play time limits.
- 1.4. User Age and Use Restrictions. No person aged 12 or under may use the Sports Courts unless accompanied by a parent, legal guardian or other adult, or authorized minor over the age of 16 as authorized by parent or guardian.
- 1.5. User Guests. Users are allowed to bring guests subject to Article 1 of the Policies and Procedures Governing the Barefoot Recreation Amenities and as amended from time to time.
- 1.6. Hours of Operation. Hours of the Sports Courts are posted on-site or on the District’s website. The Sports Courts hours of operation are subject to seasonal adjustments or changes deemed necessary and appropriate by the Board in its discretion. Additionally, the District, the District Manager, and the Community Manager reserve the right to close the Sports Courts due to inclement weather, preparation for major events, safety incidents, or other reasons.
- 1.7. The Cove Sports Court Play Reservations. The Cove Sports Courts may be reserved for play by signing up on the on-site signup sheet available through the Community Manager. Users may reserve up to one (1) hour at a time on The Cove Sports Courts and may reserve additional one (1) hour slots, so long as it does not interfere with already reserved time-slots or the reservation is at least two (2) hours later than the end of the User’s previous one (1) hour reservation. Reservations can be made up to seven (7) days in advance and reservations must be made at least one (1) hour in advance of available time slot. The Sign up and reservation process may be amended from time to time in by the Community Manager as deemed necessary.

- 1.8. Smoking, Drugs and Alcohol. Smoking is not permitted within twenty-five (25) feet of the Sports Courts, and the use of marijuana or illegal drugs is not allowed and shall not be permitted on or around the Sports Courts. The consumption of alcohol on or around the Sports Courts is prohibited.
- 1.9. Sports Courts Rules. Users shall adhere to all District rules, regulations, policies and procedures, and staff direction at all times. Sports Court rules are posted in the Court area and may be obtained directly from the District Manager or the Community Manager. Staff reserves the right to remove Users from the amenity due to misconduct, violation of rules and policies, and inappropriate behavior.

General Sports Court Rules and Regulations:

- 1.9.1. Sports Courts are open dawn to dusk.
- 1.9.2. All users under the age of 12 shall be accompanied and supervised by parent, legal guardian, or other authorized responsible party at all times.
- 1.9.3. Basketball and volleyball courts will be used on a first-come, first-serve basis.
- 1.9.4. User Reservations for The Cove Sports Courts use will be prioritized over Users with no reservations. If no reservations are made, courts will be used on a first-come, first-serve basis.
- 1.9.5. Users shall not make any adjustment to nets or any equipment. User shall notify District Manager if any adjustments are necessary.
- 1.9.6. Appropriate attire should be worn by all Users and their guests when utilizing Sports Courts. Shoes with non-marking soles must be worn on Sports Courts.
- 1.9.7. No Rollerblades, skateboards, bicycles and strollers are permitted on Courts.
- 1.9.8. Pets are not permitted on Sports Courts.
- 1.9.9. All lessons must be approved by the District.
- 1.9.10. Smoking, the use of marijuana, and the use of illegal drugs within the court fence or within 25 ft. of the Sports Courts are prohibited.
- 1.9.11. No food of any kind may be brought within the Sports Court enclosures.
- 1.9.12. Loud, boisterous conduct or profanity will not be tolerated on the Sports Courts.
- 1.9.13. Alcoholic beverages are not permitted.