

**POLICIES AND PROCEDURES GOVERNING THE  
RECREATION CENTER  
AND  
RECREATION AMENITIES  
FOR SOLTERRA**

*Adopted and Enforced by  
Fossil Ridge Metropolitan District Nos. 1-3*

Adopted February 13, 2007

Preamble

The Boards of Directors of Fossil Ridge Metropolitan District Nos. 1-3 (the "Districts") have adopted the following Policies and Procedures Governing the Recreation Center and Recreation Amenities for Solterra (the "Policies and Procedures") pursuant to § 32-1-1001(1)(m), C.R.S., by joint resolution dated February 13, 2007, to provide for the orderly and efficient conduct of construction, management, operation and control of the public facilities and services of the Districts. The Districts, pursuant to the provisions of their Amended and Restated Service Plan dated August 22, 2006, have constructed recreation amenities including a pool, clubhouse, exercise facilities, spa and other recreation center amenities (collectively the "Recreation Amenities").

All references herein to "Districts" shall refer to Fossil Ridge Metropolitan Districts Nos. 1-3 and their respective Boards of Directors.

Article I

**OWNERSHIP, CONTROL AND OPERATION OF THE RECREATION AMENITIES**

**1.1. Ownership of the Recreation Amenities.** As of adoption of these Policies and Procedures, Fossil Ridge Metropolitan District No. 1 ("District No. 1") is the current owner and operator of the Recreation Amenities pursuant to certain agreements with Fossil Ridge Metropolitan District No. 2 and Fossil Ridge Metropolitan District No. 3, for the use and benefit of all of the Districts and the residents thereof. The owner of the Recreation Facilities will be responsible for operating and maintaining the Recreation Facilities. All references to the "Operating District" contained herein shall refer to the then current owner of the Recreation Facilities.

**1.2. Control and Operation of the Recreation Amenities.** In its capacity as owner of the Recreation Amenities, the Operating District is the party responsible for operation and control of the Recreation Amenities. All references to the "District Manager" contained herein shall refer to an independent contractor engaged by the Board of Directors of the Operating District ("Operating District Board") to perform certain management functions for the Operating District, to the extent authorized by the Operating District, regardless as to whether that person or entity has similar responsibilities for any other metropolitan district.

## Article II

### ACCESS TO AND USE OF THE RECREATION AMENITIES

**2.1. Persons within District Boundaries.** All residents and owners of property within the legal boundaries of the Districts, as amended from time to time (“District Residents” and “Property Owners”), shall be entitled to use the Recreation Amenities as permitted herein and pursuant to the Rules and Regulations Governing Fossil Ridge Metropolitan District No. 1, Fossil Ridge Metropolitan District No. 2 and Fossil Ridge Metropolitan District No. 3 adopted February 13, 2007 (the “Rules and Regulations”). All persons over the age of 16 claiming status as a District Resident or Property Owner shall present proof of such residency or property ownership to the District Manager in order to receive an access code, card key or other mechanism of access (collectively, the “Access Code”) for use of the Recreation Amenities. Acceptable proof of residency or property ownership shall include, but not be limited to, a valid Colorado driver’s license or I.D. issued by the Colorado Department of Motor Vehicles or a deed or lease for any such property. The District Manager shall accept or reject any such proof of residency or property ownership at its discretion. Use of the Recreation Amenities by District Residents and Property Owners is subject to timely payment of all fees, charges and taxes of the Districts, and compliance with the Rules and Regulations. In the event that such fees, charges and taxes are not timely paid, such resident or property owner shall not be issued an Access Code to the facility, and any privileges for use of the Recreation Amenities pursuant to a previously issued Access Code shall be suspended or revoked, in the Operating District’s discretion.

**2.2. Persons without the District Boundaries.** All persons not residing or owning property within the legal boundaries of the Districts, as amended from time to time (“Non-District Property Owners and Residents”), shall be entitled to use the Recreation Amenities as permitted herein and pursuant to the Rules and Regulations and any relevant Resolution adopted by the Boards of Directors. Charges for use of the Recreation Amenities by Non-District Property Owners and Residents shall equal, at a minimum, the estimated annual mill levy payments and other annual fees for which such property would be responsible if it were included in the Districts. All persons desiring access to the Recreation Amenities under this Section 2.2, shall pay in full all applicable annual charges and fees, as determined by the Operating District in its discretion, from time to time, prior to being allowed access to the Recreation Amenities for the year in question. The Districts retain the right to limit access to the Recreation Amenities to Non-District Property Owners and Residents based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the Operating District Board, in its discretion. Use of the Recreation Amenities by Non-District Property Owners and Residents shall be allowed on a first-come, first-served basis in the event of any such limitations.

**2.3. “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 and Property Owners as defined in Section 1.1., Outside Users as defined in Section 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.

**2.4. Use of the Recreation Amenities.** All Users shall be required to complete, on an annual basis, an Information Form and Release Form in substantially the form attached as Exhibits A and B, respectively, for submission to the District Manager. Such forms must be signed by all Users over the age of 18, individually, and by parents or legal guardians on behalf of all individuals under the age of 18. Upon presentation of such, all Users shall be issued an Access Code by the District Manager. In the absence of suspension or revocation of any User's privilege to use the Recreation Amenities, a new Access Code shall be provided to all eligible Users annually. The Access Code shall be utilized by all Users for access to the swimming facilities and sport courts during permitted times.

All Access Codes issued by the District Manager are the sole property of the Districts and may not legally be assigned, sold, loaned or otherwise transferred without the prior written authorization of the District Manager. Any transfer without the District Manager's approval shall be void and the Districts shall retain the right to suspend or revoke any User's privileges to the Recreation Amenities for such violation. If at any time, a District Resident or Property Owner moves outside of the District's boundaries or ceases to own property therein, he shall immediately notify the District Manager, and his privileges to use the Recreation Amenities Pursuant to Section 2.1 shall immediately cease. Such person shall thereafter only be entitled to continued use in accordance with the terms of Section 2.2 herein.

**2.5. Children.** No children under the age of 14 may use the Recreational Facilities unless accompanied by a parent, legal guardian or other adult over the age of 18, as authorized by the parent or guardian. Any person under the age of eighteen (18) years must first submit to the District Manager a completed *Release Form for Minor's Use of Recreation Amenities* in the form set forth in Exhibit C, attached hereto and incorporated herein. Any child under the age of 12 utilizing the pool or Recreational Amenities shall at all times be directly supervised by a parent, legal guardian or other adult over the age of 18, as authorized by the parent or legal guardian.

**2.6. Guests of Users.** Users are welcome to invite guests to use the Recreation Amenities, except that guests shall be limited to five (5) per physical address within the District's boundaries per day unless the District, in its discretion, determines to allow a greater number of guests pursuant to a contract for reservation of the Recreation Amenities. All guests must be accompanied by the User at all times during their use of the Recreation Amenities. All guests under the age of 18 must be accompanied by a User over the age of 18. All Users shall be responsible for their guests' actions, and shall be jointly and severally liable with such guest for any damages caused by such guest to the Recreation Amenities.

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

Pool shall be open from Memorial Day to Labor Day  
Monday through Friday 10 a.m. to 8 p.m.  
Saturday through Sunday 10 a.m. to 8 p.m.

Access to the Clubhouse shall be allowed for Users year round pursuant to these Policies and Procedures.

The Recreation Amenities' hours of operation shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the Operating District Board in its discretion. Users may contact the District Manager for up-to-date information relating to the hours of operation for any of the Recreation Amenities. Additionally, the Operating District reserves the right to close all or any portion of the Recreation Amenities 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.

**2.8. Recreational Amenities Rental.** The District may, from time to time and within its sole discretion, allow Users to reserve and/or rent the swimming facilities and clubhouse facilities for private events. Additional policies shall be adopted by the Board concerning the terms and conditions of such rentals, inclusive of permitted times of rentals and rental charges and deposits.

### Article III

#### MISCELLANEOUS

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

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

**3.3. Equipment.** All recreational items and equipment located on or around the Recreation Amenities are the property of the Operating District and shall not be taken from the premises without prior written consent of the District Manager. Any violations shall result in criminal prosecution by the Operating District.

**3.4. Smoking, Drugs and Alcohol.** Smoking and use of illegal drugs is not allowed and shall not be permitted on or around the Recreation Amenities. Use of alcohol is permitted by adults over the age of 21 in the Clubhouse during certain special events as noticed.

**3.5. Weapons.** With the exception of squirt guns, no weapons of any kind shall be allowed on or around the Recreation Amendments, including but not limited to pocket knives or guns.

**3.6. Food and Drink; Clean Up.** Food and drink are permitted in the Recreation Amenities. Glass containers are absolutely prohibited in the Pool area. Users must clean up after themselves. Failure to comply with this section shall entitle the District to assess a fine against a person who violates this section sufficient to restore the Recreational Facilities to their condition

prior to use by a violator of this section. Such fines shall become part of the charges due by the User to the District and shall constitute a lien against the real property of the User existing within the boundaries of the District.

**3.7. Pets.** Pets are not allowed in the Clubhouse or Pool area, but are allowed in the common area parks. All pets must be accompanied and must be on a leash. All Users are responsible for cleaning up after their pets. Notwithstanding the foregoing, nothing in this Agreement shall prevent Users from being accompanied by disability-related assistance animals.

## Article IV

### SWIMMING POOL

**4.1. Pool Rules.** Pool rules are posted in the swimming area and may be obtained directly from the District Manager.

**4.2. Lifeguards.** Lifeguards will be attending the pool area when available. Notwithstanding the presence of lifeguards or absence thereof, Users shall utilize the swimming pool facilities at their sole risk.

**4.3. Flotation Devices.** No swimmers dependent upon any flotation device shall be permitted in the pool unless accompanied (in the water) and directly supervised by a responsible adult over the age of 18. 'Direct supervision' as used herein shall mean that the parent, legal guardian or other adult is in the pool with swimmers requiring such supervision, or within the pool fence, not more than ten feet from the pool and facing the direction of the pool.

**4.4. Wading Pool.** No children over the age of 7 shall be allowed in the wading pool. Children under the age of 7 utilizing the wading pool shall at all times be directly supervised by a parent, legal guardian or other adult over the age of 18, as authorized by the parent or legal guardian. All babies who are not yet potty trained shall wear swim diapers or swimsuits with built in swim diapers when utilizing the wading pool.

**4.5. Children.** Children under the age of 18 years old shall be permitted use of the pool pursuant to Section 2.4 hereof.

**4.6. Pool and Water Toys.** The only play balls allowed in the pool shall be Nerf™ type balls and inflatable plastic beach balls. Tennis balls, golf balls, footballs, basketballs, etc. will not be allowed. Squirt guns, diving toys and reasonably sized flotation devices shall be allowed.

**4.7. Equipment.** Proper and appropriate attire should be worn by all Users and their guests when utilizing the swimming pool facilities.

**4.8. No Alcohol.** No Alcohol consumption shall be permitted at the pool.

Article V

CLUBHOUSE

**5.1. Use of the Clubhouse.** The Clubhouse shall be available to all Users upon payment of the appropriate rental fee and deposit, which shall be fixed by the Operating District Board in its discretion based upon the type of event for which rental of the Clubhouse is desired, the number of persons anticipated to be in attendance and other attendant factors. The Operating District Board may, in its discretion, decline rental of the Clubhouse for any event that the Operating District Board deems to jeopardize the safety, health or welfare of the public. A current form of agreement for Clubhouse reservations may be obtained from the District Manager.

**5.2. Capacity of Clubhouse.** Fire codes mandate that legal capacity of the Clubhouse be limited to 72 persons. No rentals of the facility shall be allowed for greater than 72 persons in attendance.

**5.3. District Representatives.** The Operating District Board may, in its discretion, condition rental of the Clubhouse upon the requirement that one or more Operating District representatives be in attendance for the event for which the facility is rented. In all such cases, the persons renting the Clubhouse shall be responsible for any costs associated with attendance by the District representatives.

**5.4. Rental Rates.** The rental rate and Security Deposit for the Clubhouse will established by the Operating District from time to time in its sole discretion. The security deposit will be fully refundable in accordance with the terms set forth in the form of agreement for Clubhouse reservations.

Article VI

LANDSCAPED COMMON AREAS

**6.1 Park and Picnic Areas.** The open green areas are intended for general play, recreational use, and picnics. Users shall report all broken or damaged equipment to the District Manager, as well as any other items, such as broken glass, which could be hazardous or harmful to persons utilizing these areas. No motorized bikes or vehicles are allowed in the park areas or on the bike paths.

Article VII

ENFORCEMENT

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

1. Violates any part of the Rules and Regulations or 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.

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 Operating District Board, for a time period to be determined by the District Manager, but in any case not to extend beyond the next regular meeting of the Operating District Board at which a quorum of Directors is present. All such removals shall be reported to the Operating District.

**7.2. Violation of Recreation Amenities Policies.** The District Manager, in his sole discretion, may determine that any party has engaged in conduct defined in Section 8.1, and administer disciplinary measures as follows, without the necessity of any action of the Board:

- |                 |  |
|-----------------|--|
| First offense:  | Verbal warning                                       |
| Second offense: | Restricted from the Recreation Amenities for 1 month |
| Third offense:  | Restricted from the Recreation Amenities for 1 year  |

The Operating District 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 and guests. 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 authorities as deemed necessary by the District Manager or the Operating District Board.

**EXHIBIT A**  
Information Form

OFFICE USE ONLY  
User # \_\_\_\_\_  
# In Household \_\_\_\_\_  
Reg Date \_\_\_/\_\_\_/\_\_\_  
Cancel Date \_\_\_/\_\_\_/\_\_\_  
Date Closed \_\_\_/\_\_\_/\_\_\_  
Computer

**Solterra**  
**Registration Form**

Family Name: \_\_\_\_\_

Address: \_\_\_\_\_

Father's Name: \_\_\_\_\_

Birth date \_\_\_/\_\_\_/\_\_\_ Telephone # \_\_\_\_\_

Mother's Name: \_\_\_\_\_

Birth date \_\_\_/\_\_\_/\_\_\_

Children's Names      Sex      Birth date

Business: \_\_\_\_\_ (Father)

\_\_\_\_\_      M/F      \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_      M/F      \_\_\_/\_\_\_/\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_      M/F      \_\_\_/\_\_\_/\_\_\_

Business: \_\_\_\_\_ (Mother)

\_\_\_\_\_      M/F      \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_      M/F      \_\_\_/\_\_\_/\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_      M/F      \_\_\_/\_\_\_/\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone # \_\_\_\_\_  
(Other than immediate family)



**EXHIBIT B**

**USER RELEASE FORM**

**SOLTERRA  
DISCLAIMER OF LIABILITY**

It is expressly agreed that use of the Recreation Amenities and participation in activities or events at the Recreation Amenities shall be undertaken by a member or guest at his/her sole risk, and Fossil Ridge Metropolitan District Nos. 1-3 shall not be liable for any injuries or any damage to any member or guest, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin and the negligence of Fossil Ridge Metropolitan District Nos. 1-3 or its agents, servants, assigns, or employees, or otherwise. It is expressly understood and acknowledged that any and all use of the Recreation Amenities shall be wholly unsupervised and at such User's sole and unilateral risk. Fossil Ridge Metropolitan District Nos. 1-3 shall not be responsible or liable to members or their guest for articles damaged, lost, or stolen, in or about the Recreation Amenities, or in lockers; or for loss or damages to any property including but not limited to automobiles and the contents thereof.

User hereby attests that User has 1) read and understands the above and has received a copy of this disclaimer and 2) that User has received, read and understands the Policies and Procedures Governing the Recreation Center and Recreation Amenities for Solterra.

NAME	ADDRESS	SIGNATURE	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**EXHIBIT C**

Release Form for Minor's Use of Recreation Amenities

I, \_\_\_\_\_, hereby authorize \_\_\_\_\_, a  
(parent or legal guardian) (minor)

a minor between the age of 14 and 18 to use the Fossil Ridge pool without my or any other legal guardian's presence. In making such authorization, I acknowledge and agree any activities engaged in at the indicated facilities by said minor will be wholly unsupervised by a lifeguard or other attendant and shall be at the minor's sole and unilateral risk. Fossil Ridge Metropolitan District Nos. 1-3 (the "Districts") shall not be liable for any injuries or damages caused or incurred by said minor, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin and the negligence of the Districts' agents, servants, assigns, or employees, or otherwise.

It is agreed and understood that Minor's unsupervised use of the above indicated use of the Recreation Amenities may be revoked at any time by the District Manager in the event that said minor disregards or otherwise violates any District Rules and Regulations, policies or otherwise engages in conduct inappropriate for use of the Recreation Amenities.

\_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_