

**POLICIES, PROCEDURES, RULES AND REGULATIONS  
GOVERNING THE RECREATION AMENITIES, AND  
COMMON AREAS OF  
MOUNTAIN BROOK METROPOLITAN DISTRICT**

*Adopted By  
The Board of Directors of  
Mountain Brook Metropolitan District*

Effective: March 18, 2025

Preamble

The Board of Directors of Mountain Brook Metropolitan District (the “**District**”) has adopted the following Policies, Procedures, Rules and regulations Governing the Mountain Brook Recreation Amenities (“**Policies and Procedures**”) pursuant to Section 32-1-1001(1)(m), C.R.S., by Resolution dated March 18, 2025, to provide for the orderly and efficient management and operation of the public recreation facilities and services of the District. The District, pursuant to the provisions of its Service Plan approved by the City of Longmont on October 8, 2019, as it may be amended from time to time, has constructed certain recreation amenities to serve the community commonly known as Mountain Brook (the “**Community**”) including a pool, gathering area and an exercise room (collectively, the “**Recreation Amenities**”), as well as common area landscaped areas, parks, playground equipment, and neighborhood activity centers ( “**Common Areas**”).

Unless otherwise specified, all references to the “District” made herein shall refer to Mountain Brook Metropolitan District, as well its respective Board of Directors. All references herein to “District Manager” shall refer to an independent contractor engaged by the District to perform district management services, with and to the extent authorized by the District, by contract or other valid allocation of authority.

ARTICLE I

ACCESS TO AND USE OF THE RECREATION AMENITIES

1.1 District Residents and Property Owners. All owners of property and residents within the legal boundaries of the District, as such boundaries may be adjusted from time to time, (“**Property Owners**” in relation to those who own property in the District and “**District Residents**” in relation to those who reside in the District but do not own property in the District, such as tenants or occupants of property owned by Property Owners, including, without limitation, tenants of Mountain Brook Flats), shall be entitled to use the Recreation Amenities and Common Areas as permitted herein. All persons over age 18 or older claiming status as a District Resident or Property Owner shall present proof of such residency or property ownership to the District Manager upon submission of the information form identified in Section 1.3 hereof in order to receive an access pass (which may be a physical access fob or a digital or mobile pass or access key) for use of the Recreation Amenities (“**Access Pass**”). 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 showing an address in the District and/or a deed or lease for any property in the District. The District Manager may accept or reject any such proof of residency or property ownership at its discretion. Use of the Recreation Amenities by District Residents and Property Owners is subject to timely payment of all of the District's fees, charges and taxes.<sup>1</sup> In the event that such fees, charges or taxes are not timely paid, such District Resident or Property Owner shall not be issued an Access Pass, and/or any privileges for use of the Recreation Amenities pursuant to a previously issued Access Pass may be suspended or revoked, in the District's discretion.

1.2 Non-Residents. Persons not residing or owning property within the legal boundaries of the District, as such boundaries may be adjusted from time to time ("**Non-District Users**"), shall be entitled to use the Recreation Amenities in accordance with these Policies and Procedures. Annual charges for use of the Recreation Amenities by Non-District Users shall be determined by the District's Board of Directors from time to time and are subject to adjustment; provided, however, that the determination of annual charges for use of the Recreation Amenities by Non-District Users shall take into account the estimated annual mill levy payments and annual fees and charges for which a benchmark in-District single-family property is responsible. The cost for a Non-District annual pass is \$3,000/per year. All Non-District Users desiring access to the Recreation Amenities shall pay in full all applicable annual charges and fees prior to being allowed access to the Recreation Amenities for the year in question. The District retains the right to limit access to the Recreation Amenities by Non-District Users based upon the capacity limitations of the Recreation Amenities. Use of the Recreation Amenities by Non-District Users shall be allowed on a first-come, first-serve basis in the event of any such limitations.

1.3 Use of the Recreation Amenities. For each household ("**Household**"), the member(s) of which desire to use the Recreation Amenities (whether the same are Property Owners, District Residents, apartment tenants, or Non-District Users), the "**Information Form**" attached hereto as **Exhibit A** must be completed on an annual basis. Each person aged 18 and older who is entitled to use the Recreation Amenities under this Article I ("**Users**") shall also be required to complete the "**User Release Form**" attached as **Exhibit B**. The "**Minor Release Form**" attached as **Exhibit C** must be signed by a parent or legal guardian on behalf of all Users under the age of 18. The Information Form, User Release Form, and Minor Release Form must be submitted to the District Manager. Upon acceptance by the District Manager, the District Manager will issue up to two access key fob's per Household, or if requested Digital Access Pass for a fee. Individuals will need a mobile phone and digital access pass to access the Recreation Amenities.

Access Passes are the sole property of the District and may not be assigned, sold, loaned or otherwise transferred without the prior written authorization of the District Manager. Any such transfer without the District Manager's approval shall be immediately and completely void for all purposes and the District shall retain the right to suspend or revoke any User's access 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 or she shall promptly notify the District Manager. Such person may continue to use the Recreation Amenities as a Non-District Resident in compliance with Section 1.2 herein.

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<sup>1</sup> District fees for Mountain Brook Flats are paid directly by the building ownership.  
0675.0500; 965731

1.4 Minors and Children. No one 12 years of age and younger is allowed in the Recreation Amenities unless accompanied by an adult 18 years of age and older or a minor aged 13-17 for whom a Minor Release Form expressly authorizing the minor to supervise other minors is on file with the District. Children aged 13-17 may use the Recreation Amenities unsupervised if expressly authorized on a Minor Release Form. If approved minors will be bringing guests that are between the ages of 13-17 without adult supervision, those minor guests also must have a Minor Release Form on file with the District. The Minor Release Form and other applicable forms must on file with the District Manager prior to any use of as of the Recreation Amenities, as provided for in this Article I.

1.5 Guest Policy. Each User shall be allowed up to three (3) guests per day for use of the pool and up to five (5) guests per day for use of the exercise room. The first three (3) guests) are allowed at no charge. Additional guests 4 and 5 are allowed for a charge of \$3.00 per guest, per day and would be added to owners account – no cash or check will be processed at the facility. Special arrangements for more than five (5) guests may be made through District Management at least 24 hours in advance. Users are responsible for charges associated with the need for additional pool staff. 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 are permitted use of the Recreational Amenities subject to the requirements of Section 1.4 hereof. 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 and/or any violations of these Policies and Procedures, and/or any injuries caused by such guest whether negligent, accidental, or intentional.

1.6 Recreational Amenities Rental. The District may, from time to time and within its sole discretion, rent the Recreation Amenities for private use to Users. Users renting the facilities are not subject to the limitation on the number of guests allowed per User. Rental fees will be determined on a case by case basis by the District Manager.

## ARTICLE II

### MISCELLANEOUS

2.1 Hours of Operation. The hours of operation of the Recreation Amenities and Common Areas are set forth in Articles III, IV, V and VI below. Hours of operation are subject to seasonal adjustments or changes deemed necessary or appropriate by the District in its discretion. Users may contact the District Manager to obtain up to date information relating to the hours of operation for any of the Recreation Amenities or Common Areas. The District reserves the right to close the Recreation Amenities or Common Areas due to weather conditions, preparation for events, staffing problems, or other reasons. Any such closing will not result in any adjustments to User fees, if applicable.

2.2 Lost Articles. The District is not responsible for any lost or stolen articles on District property. Personal articles should be locked or secured as appropriate to avoid loss to the owner. There will be a designated collection spot in the Recreation Amenities for lost articles. Lost articles which are not claimed may be donated to a non-profit collection agency on a monthly basis.

2.3 Limitation Of Liability. Use of the Recreation Amenities and Common Areas is at the sole risk of the user. The District assumes no responsibility for any claims for damage, injury, or loss arising from any action or inaction of the District, its agents, or representatives in connection with the

## Recreation Amenities.

2.4 Equipment. 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 the prior written consent of the District Manager. Any violations may result in legal action by the District.

2.5 Video Camera Surveillance Disclosure. Any video cameras in any of the Recreation Amenities or outside any of the Recreation Amenities are for surveillance use only and not provided for security of any User or guest.

2.6 Hazards and Damage. Users should report all broken or damaged equipment, as well as any other dangers that could be hazardous or harmful (such as broken glass) to the District Manager.

2.1 Smoking, Drugs and Alcohol. Smoking of any kind, including, but not limited to tobacco, marijuana, or use of electronic smoking devices, or use of illegal drugs, is not allowed or permitted in or around the Recreation Amenities or Common Areas. Consumption or possession of alcoholic beverages is prohibited, unless in conjunction with special events, as noticed. Notwithstanding any of the foregoing, no glass container of any kind is permitted at any time in the Recreation Amenities or Common Areas.

2.2 Weapons. Possession, display, brandishing, or use of any illegal or deadly weapon or firearm is prohibited. Weapons are defined as including, but not limited to, any lawn dart, sling-shot, razor, dirk, dagger, or any knife with a blade over 3 ½ inches, nunchaku or throwing stars. Firearms are defined as including, but not limited to, any crossbow, bow and arrow, slingshot, blowgun, BB gun or pellet gun, whether powered with gunpowder, compressed air, or gas cartridges. It shall not be prohibited to carry a concealed handgun if, at the time of carrying the concealed handgun, the carrier possesses a valid permit.

2.3 Commercial Activities. In order to preserve safety of its users, prevent congestion, and preserve the nature of the District's recreational spaces, no commercial activities are permitted at the Recreation Amenities or Common Areas.

2.4 Disruption of District Business. Disruption of any District business, event, or other sponsored activity is prohibited.

## ARTICLE III

### SWIMMING POOL

3.1 Pool Rules. Pool rules, **Exhibit D**, will be posted in the swimming area and may be obtained directly from the District Manager. All Users shall be required to sign a copy of the pool rules at the time that application or re-application is made for an Access Pass. Users entering the pool may be required to show a picture ID that includes their name and address.

3.2 Use of Pool. The use of the pool and all associated risks, including the inherent risks of swimming, is at the User's own risk.

3.3 Children. Children under the age of 18 years old are permitted use of the pool pursuant to Section 1.4 hereof in accordance with the pool rules.

3.4 Hours of Operation. The Pool shall be open as follows:

From Memorial Day to Labor Day as follows:

10:00 a.m. to 8:00 p.m. Monday through Friday

9:00 a.m. to 8:00 p.m. on Saturdays and Sundays

Lap Swim 6:00 a.m. to 10:00 a.m. Monday through Friday

Lap Swim 6:00 a.m. to 9:00 a.m. Saturdays and Sundays

## ARTICLE IV

### EXERCISE ROOM

4.1 Exercise Room Rules. Exercise room rules will be posted in the exercise room and may be obtained directly from the District Manager (Please see **Exhibit E**). All Users shall be required to sign a copy of the exercise room rules at the time that application or re-application is made for an Access Pass.

4.2 Use of Equipment. The usage of all equipment and all associated risks, including the inherent risks from exercising, is at the User's own risk. The exercise room is not monitored. Users are advised to consult their doctors prior to beginning any sort of exercise or exercise program.

4.3 Children. Children under the age of 18 years old are permitted use of the exercise room pursuant to Section 1.4 hereof in accordance with the exercise room rules.

4.4 Hours. The exercise room shall be open as follows: 24 hours per day, 7 days a week.

## ARTICLE V

### AMENITY CENTER INDOOR COMMON AREA

5.1 Amenity Center Indoor Common Area. Rules will be posted in the Recreational Amenities and may be obtained directly from the District Manager (Please see **Exhibit F**). All Users shall be required to sign a copy of the Common Area rules at the time that application or re-application is made for an Access Pass.

5.2 Use of Indoor Common Area. Indoor Common Area is intended for general meetings, gatherings or alternative work spaces. They are available to users are open on a first-come, first-served basis, unless there is a reservation or until the District deems personal reservations are warranted. Access Passes are needed to use the Indoor Common Area.

5.3 Hours. The Indoor Common Area shall be open as follows: 24 hours per day, 7 days a

week.

## ARTICLE VI

### OUTDOOR COMMON AREA

6.1 Common Area Rules. Common Area rules will be posted in the Recreational Amenities and may be obtained directly from the District Manager (Please see **Exhibit G**). All Users shall be required to sign a copy of the Common Area rules at the time that application or re-application is made for an Access Pass.

6.2 Use of Outdoor Common Areas. Outdoor Common Areas are intended for general play, recreational use, and picnics. They are available to users and their guests and are open on a first-come, first-served basis, unless and until the District deems reservations are warranted. Access Passes are not required to use the Common Area.

6.3 Hours. The Outdoor Common Areas are open daily from dawn until dusk.

## ARTICLE VII

### PROHIBITED CONDUCT AND ENFORCEMENT

7.1 Prohibited Conduct. Users and guests must comply with all District Policies and Procedures and facility-specific rules and regulations. Conduct that disrupts facility operations, interferes with staff duties, or impacts the safety and comfort of others is strictly prohibited. This includes, but is not limited to:

- (a) harassment, threats, or hostile behavior;
- (b) excessive noise or disruptive actions;
- (c) refusal to follow staff instructions or facility rules; and/or
- (d) vandalism, misuse, or abuse of equipment, furniture, or property.

7.2 Enforcement and Remedies. District staff and authorized representatives may take immediate action to address violations, including, but not limited to, issuing verbal warnings, requiring individuals to leave the premises (including removal); and/or restricting access to the premises.

In addition, the District Manager has the authority to impose disciplinary measures as follows without the necessity of any action of the District's Board of Directors:

- (a) First offense: Verbal warning
- (b) Second offense: Removal from premises and/or a one-month restriction from the Recreation Amenities
- (c) Third offense: Removal from premises and/or a one-year restriction from the

## Recreation Amenities

A User who is restricted from access to the Recreation Amenities for violation of these Policies and Procedures may appeal such a decision to the District's Board of Directors. It is the User's responsibility to apply for reinstatement. The District's Board of Directors shall determine whether the reapplication is approved.

The District's Board of Directors shall be notified of all disciplinary measures by the District Manager and shall, in its discretion, have the ability to impose other disciplinary measures it deems appropriate at any point in time, which may include revocation of Recreation Amenities privileges for a User and/or User's family members. Any violations and resultant disciplinary measures will be recorded and kept on file by the District Manager. Violations may be reported to local law enforcement authorities as deemed necessary by the District Manager or the District's Boards of Directors.

7.3      Restitution for Violation. If any User or guest violates these Policies and Procedures, and the violation causes the District to incur expenses, the User who commits the violation, or who is responsible for the guest who commits the violation, shall be liable to the District for all such expenses and shall repay the same to the District upon request. Such expenses may include, but shall not be limited to, reasonable attorneys' fees incurred as a result of the violation, as well as reasonable costs and/or attorneys' fees incurred in obtaining and collecting a judgment against a User who commits a violation or is responsible for a guest who commits a violation.

7.4      Remedies Are Non-Exclusive. The District's remedies hereunder are non-exclusive and may be exercised separately or together. Electing one remedy does not waive or limit the District's right to pursue any other remedy available under these Policies and Procedures or applicable law.

EXHIBIT A  
TO  
POLICIES AND PROCEDURES GOVERNING THE RECREATION  
AMENITIES  
OF  
MOUNTAIN BROOK METROPOLITAN DISTRICT  
  
(INFORMATION FORM)

**MOUNTAIN BROOK METROPOLITAN DISTRICT  
INFORMATION FORM**

OFFICE USE ONLY	
Member#	
# in Household	
Reg. Date	
Cancel Date	
Date Closed	
Computer	

Type of User (check applicable type):  In-District Property Owner  
 In-District Resident (Non-Property Owner)  
 Non-District User

In-District Property Address: \_\_\_\_\_

Out-of-District Address: (If Applicable) \_\_\_\_\_

User Last Name: \_\_\_\_\_ User First Name : \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

2nd User Last Name: \_\_\_\_\_ 2nd Use First Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

E-mail Address(s) for contact purposes: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 (Not Immediate Family)

Other Household Occupants	Sex	Birthdate
_____	M/F	..... / ..... / .....
_____	M/F	..... / ..... / .....
_____	M/F	..... / ..... / .....
_____	M/F	..... / ..... / .....

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

**PRIOR TO THE ISSUANCE OF AN ACCESS PASS, EACH USER OVER THE AGE OF 18 LISTED ON THIS FORM MUST ALSO SIGN A USER RELEASE FORM**

EXHIBIT B  
TO  
POLICIES AND PROCEDURES GOVERNING THE  
RECREATION AMENITIES OF  
MOUNTAIN BROOK METROPOLITAN DISTRICT

(USER RELEASE FORM)

**MOUNTAIN BROOK METROPOLITAN  
DISTRICT USER RELEASE FORM  
RECREATION AMENITIES DISCLAIMER OF LIABILITY**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A  
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, \_\_\_\_\_, on behalf of myself, my minor child(ren), if any, as well as my guests (as applicable), and any other occupants of my household listed on my Information Form (if applicable), desire to participate in activities at the pool, parks, and/or the exercise room (collectively, the "Recreation Amenities") owned or operated by the Mountain Brook Metropolitan District (the "District"), and recognize the possibility of physical injury and loss associated with activities, including, but not limited to, swimming, weightlifting, exercising, and sports. I agree that I, and my minor children, guests, and occupants of my household listed on my Information Form will abide by all rules, regulations, and policies of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with the use of the Recreation Amenities. I further acknowledge that I am authorized to use the Recreation Amenities because (1) I am a property owner or resident within the District and have completed the Information Form, or (2) I am a non-District user and have completed the Information Form, or (3) I am listed as an occupant of the household listed an Information Form completed by an in-District property owner or resident or by a non-District user.

I, as an adult participant, and for and on behalf of my participating minor children, if any, agree as follows:

1. To release and not to sue the District, its directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits or expenses, including attorneys' fees and costs (hereinafter collectively a "Claim") for any injury, damage, death or other loss incurred by me, my minor children, my guests, or occupants of my household listed on my Information Form (if applicable), in any way connected, directly or indirectly, with participation in activities and/or use of any Recreation Amenities, equipment, facilities or premises of the District by me, my minor children, my guests, or occupants of my household listed on my Information Form (if applicable). I hereby waive all Claims I or my minor children may have against the District and agree that neither I, my minor children, nor anyone acting on my or my minor children's behalf, will make a Claim against the District as a result of any injury, damage, death or other loss suffered by me, my minor children, my guests, or occupants of my household listed on my Information Form; and

2. To release and to indemnify, defend, and hold harmless ("indemnify" meaning protect by reimbursement or payment) the District, its representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims: (a) brought by or on behalf of me, my minor children or a family member, my guests, or occupants of my household listed on my Information Form for any injury, damage, death or other loss in any way connected with participation in activities and/or use of the Recreation Amenities by me, my minor children, my guests, or occupants of my household listed on my Information Form; and/or (b) brought by another user or participant or any other person for any injury, damage, death or other loss to the extent caused, directly or indirectly, by my own conduct or that of my minor children, my guests, and occupants of my household listed on my Information Form in the course of participating in activities, and/or using the Recreation Amenities.

I further acknowledge I have reviewed and evaluated the risks and determined to use or allow my minor children, guests, and occupants of my household listed on my Information Form to use the Recreation Amenities with full knowledge and acceptance of the risks. I understand that the District does not provide insurance coverage for accidents or injuries sustained by me, my minor children, my guests, or occupants of my household listed on my Information Form. I agree that use of the Recreation Amenities and participation in activities or events at the Recreation Amenities shall be undertaken by me, my minor children, my guests, or occupants of my household listed on my Information Form at our sole risk, and the District shall not be liable for any injuries or any damage, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin.

The District shall not be responsible or liable for articles damaged, lost, or stolen, in or about the Recreation Amenities, or for loss or damages to any property including but not limited to automobiles and the contents thereof.

This Release, Waiver and Indemnity Agreement includes claim(s) resulting from the District's negligence, and includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

I hereby attest that I have (1) carefully read, understand, and voluntarily sign this document and the above disclaimer, and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives, subrogors and estate; and (2) that I have received, read and understand the District's rules, regulations, policies and procedures governing the Recreation Amenities.

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

_____	_____
Address	Email

EXHIBIT C  
TO  
POLICIES AND PROCEDURES GOVERNING THE RECREATION  
AMENITIES  
OF  
MOUNTAIN BROOK METROPOLITAN DISTRICT  
  
(MINOR RELEASE FORM)

**MOUNTAIN BROOK METROPOLITAN DISTRICT  
MINOR RELEASE FORM**

I, \_\_\_\_\_ (Name of Parent or Legal Guardian) hereby affirm that I am the parent or legal guardian of the following minors below the age of 18:

Name (Please Print)	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

As the parent or legal guardian of the above-listed minor(s), I acknowledge and agree that any minors 12 years of age or younger may only use the Recreational Amenities of the District if accompanied by an adult over 18 years of age or by another minor aged 13-17 for whom a Minor Release Form is on file with the District on which such minor's parents have expressly authorized their child aged 13 to 17 to supervise other minors.

As the parent or legal guardian of the above-listed minor(s), I hereby authorize those minors listed above who are ages 13 to 17 to use the following Recreation Amenities of the District without my presence and without the presence of another parent, legal guardian or other authorized minor aged 13 to 17 (**check all facilities that are authorized for use by the minor(s)**):

\_\_\_\_\_ Pool

\_\_\_\_\_ Exercise Room

I further authorize/do not authorize those minor(s) listed above who are at least 13 years old to supervise, chaperone, and monitor other minors in the pool area, without my presence and without the presence of another parent or legal guardian. (**check yes or no**):

\_\_\_\_\_ Yes    List name(s) of minor(s) authorized to supervise: \_\_\_\_\_

\_\_\_\_\_ No

In making such authorizations, 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. The District 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 District's agents, servants, assigns, or employees, or otherwise.

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

By: \_\_\_\_\_ (Signature of Parent of Legal Guardian)

Print Name: \_\_\_\_\_

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

Contact Number: \_\_\_\_\_

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

EXHIBIT D  
TO  
POLICIES AND PROCEDURES GOVERNING THE RECREATION  
AMENITIES  
OF  
MOUNTAIN BROOK METROPOLITAN DISTRICT  
  
(POOL RULES AND REGULATIONS)

## POOL RULES AND REGULATIONS

1. An Access Card is required to enter into the pool area.
2. Sign in with the POOL STAFF as you enter the pool area.
3. Do not prop open the front door - it needs to remain closed to ensure only individuals authorized to use the pool are doing so.
4. Proper swim attire is required - swim suits only. Swim diapers must be worn in the pool at all times by anyone that does not have complete bodily function control.
5. No running.
6. No glass containers.
7. Food and drink are permitted in non-glass containers. Users must clean up after themselves.
8. NO DIVING.
9. No hanging on lane lines or depth dividers.
10. No spitting and throwing of water.
11. Obey the POOL STAFF at all times. Otherwise, pool privileges could be revoked.
12. No pushing or dunking.
13. Floating toys, rafts, rings, tubes and boards are allowed if not detrimental to safety and may be prohibited at the discretion of the pool staff.
14. Only Nerf-type balls and inflatable plastic beach balls are permitted in the pool area. Tennis balls, golf balls, footballs, basketballs, and any other hard balls are not permitted in the pool area.
15. An adult or a minor aged 13-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents or guardians have expressly authorized the minor to supervise other minors) must:
  - be in the pool and within reach of all children of non-swimming ability aged 12 and under for whom they are responsible.
  - be in the pool area to supervise children aged 12 and under for whom they are responsible but are not required to be in the water if the children can swim.
16. No one 12 years of age and younger is allowed in the pool area unless accompanied by an adult over 18 years of age, or a minor aged 13-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors). Children aged 13-17 may use the pool unsupervised if expressly authorized on a Minor Release Form.
17. Pets are not allowed in the pool area or pool. Service animals are permitted in the pool area in accordance with law.
18. Bicycles, skateboards, scooters, etc. are not permitted in the pool area. Roller blades and wheelies must be removed before entering the pool area.
18. No gum is permitted in the pool area.
19. Smoking of any kind, including, but not limited to tobacco, marijuana, and use of electronic smoking devices, or use of illegal drugs is not allowed or permitted in the pool area.
20. No person having an infectious or communicable disease or open wound is permitted in the swimming pool.
21. Violation of pool rules could result in the offender being asked to leave the pool area for the rest of the day. Pool privileges may be suspended for up to 48 hours by staff, and for longer periods by Community Life Manager, District Manager or Board of Directors, for infractions of pool rules and/or regulations.
22. Residents shall be responsible for damage to District property caused by their family and/or guests.

23. Possession, display, brandishing, or use of any illegal or deadly weapon or firearm is prohibited. Weapons are defined as including, but not limited to, any lawn dart, sling-shot, razor, dirk, dagger, or any knife with a blade over 3 ½ inches, nunchaku or throwing stars. Firearms are defined as including, but not limited to, any crossbow, bow and arrow, slingshot, blowgun, BB gun or pellet gun, whether powered with gunpowder, compressed air, or gas cartridges. It shall not be prohibited to carry a concealed handgun if, at the time of carrying the concealed handgun, the carrier possesses a valid permit.

SLIDE

1. Only one person on the slide at a time.
2. After going down the slide, swim away from the area.
3. Do not swim under the slide.
4. Do not hang on the slide.

EXHIBIT E  
TO  
POLICIES AND PROCEDURES GOVERNING THE RECREATION  
AMENITIES  
OF  
MOUNTAIN BROOK METROPOLITAN DISTRICT  
(EXERCISE ROOM RULES AND REGULATIONS)

## EXERCISE ROOM RULES AND REGULATIONS

1. An Access Fob or Pass is required to enter the exercise room.
2. No one 12 years of age and younger is allowed in the exercise room unless accompanied by an adult over 18 years of age, or a minor aged 13-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors). Children ages 13-17 use the exercise unsupervised if expressly authorized on a Minor Release Form.
3. Shirts must be worn at all times. No cutoffs are permitted. Closed-toed athletic shoes must be worn at all times. Sandals, flip flops, or open-toe shoes are not permitted.
4. Replace equipment after use.
5. Drinks in lidded, non-glass containers are permitted.
6. Wipe down equipment with disinfectant spray or gym wipes after use.
7. Courteous and respectful behavior should be shown toward others working out.
8. Smoking of any kind, including, but not limited to tobacco, marijuana, and use of electronic smoking devices, or use of illegal drugs is not allowed or permitted in the exercise room.
9. Pets are not allowed in the exercise room. Service animals are permitted in accordance with law.
10. Possession, display, brandishing, or use of any illegal or deadly weapon or firearm is prohibited. Weapons are defined as including, but not limited to, any lawn dart, sling-shot, razor, dirk, dagger, or any knife with a blade over 3 ½ inches, nunchaku or throwing stars. Firearms are defined as including, but not limited to, any crossbow, bow and arrow, slingshot, blowgun, BB gun or pellet gun, whether powered with gunpowder, compressed air, or gas cartridges. It shall not be prohibited to carry a concealed handgun if, at the time of carrying the concealed handgun, the carrier possesses a valid permit.

EXHIBIT F  
TO  
POLICIES AND PROCEDURES GOVERNING THE RECREATION  
AMENITIES  
OF  
MOUNTAIN BROOK METROPOLITAN DISTRICT  
  
(INDOOR COMMON AREA RULES AND  
REGULATIONS)

## INDOOR COMMON AREA RULES AND REGULATIONS

1. Use of Indoor Common Area. The Indoor Common Area is intended to be a meeting, gathering or alternative work space is used on a first come first served basis.
2. Smoking, Drugs and Alcohol. Smoking of any kind, including, but not limited to tobacco, marijuana, or use of electronic smoking devices, and use of illegal drugs is not allowed and shall not be permitted in the Indoor Common Area. Consumption or possession of alcoholic beverages is prohibited, unless in conjunction with special events, as noticed.
3. Interference with Indoor Common Area Use and Access. Blocking entrances or exits, is prohibited. Conduct that unreasonably deprives others of their use or enjoyment of Indoor Common Areas and facilities therein is prohibited.
4. Trash and Dumping. Disposal of all litter, trash, and debris generated during ordinary recreational use of Indoor Common Areas is required of all users. Dumping of refuse generated offsite is prohibited. Any trash or debris that cannot be placed securely inside a Indoor Common Area trash receptacle must be removed from the Indoor Common Area by the user.
5. Weapons. Possession, display, brandishing, or use of any illegal or deadly weapon or firearm is prohibited. Weapons are defined as including, but not limited to, sling-shot, razor, dirk, dagger, or any knife with a blade over 3 ½ inches, nunchaku or throwing stars. Firearms are defined as including, but not limited to, any crossbow, bow and arrow, slingshot, blowgun, BB gun or pellet gun, whether powered with gunpowder, compressed air, or gas cartridges. It shall not be prohibited to carry a concealed handgun if, at the time of carrying the concealed handgun, the carrier possesses a valid permit.
6. Pets – Service Animals. Pets are not allowed in the Indoor Common Areas. Service animals are permitted in accordance with law as necessary to assist a person with a disability.
7. Commercial Activities. In order to preserve safety of their users, prevent congestion, and preserve the nature of the District's recreational spaces, no commercial activities are permitted in the Indoor Common Areas.
8. No owner or guest is permitted in the service/mechanical areas of the Amenity Center.

EXHIBIT G  
TO  
POLICIES AND PROCEDURES GOVERNING THE RECREATION  
AMENITIES  
OF  
MOUNTAIN BROOK METROPOLITAN DISTRICT  
(COMMON AREA RULES AND REGULATIONS)

## COMMON AREA RULES AND REGULATIONS

1. Smoking, Drugs and Alcohol. Smoking of any kind, including, but not limited to tobacco, marijuana, or use of electronic smoking devices, and use of illegal drugs is not allowed and shall not be permitted in or around the Recreation Amenities or Common Areas. Consumption or possession of alcoholic beverages is prohibited, unless in conjunction with special events, as noticed. Notwithstanding any of the foregoing, no glass container of any kind is permitted at any time in the Pool, Recreation Amenities or Common Areas.
2. Motorized Bicycles and Vehicles. No motorized bikes or vehicles are allowed in the Common Areas including on the bike or trail paths.
3. Interference with Common Area Use and Access. Blocking entrances, exits, emergency vehicle access, handicap access, and public walkways or roadways are prohibited. Obstruction of pedestrian traffic or otherwise interfering with the provision of service or use of Common Area property is prohibited. Conduct that unreasonably deprives others of their use or enjoyment of Common Areas and facilities therein is prohibited.
4. Trash and Dumping. Disposal of all litter, trash, and debris generated during ordinary recreational use of Common Areas is required of all users. Dumping of refuse generated offsite is prohibited. Any trash or debris that cannot be placed securely inside a Common Area trash receptacle must be removed from the Common Area by the user.
5. Weapons. Possession, display, brandishing, or use of any illegal or deadly weapon or firearm is prohibited. Weapons are defined as including, but not limited to, any lawn dart, sling-shot, razor, dirk, dagger, or any knife with a blade over 3 ½ inches, nunchaku or throwing stars. Firearms are defined as including, but not limited to, any crossbow, bow and arrow, slingshot, blowgun, BB gun or pellet gun, whether powered with gunpowder, compressed air, or gas cartridges. It shall not be prohibited to carry a concealed handgun if, at the time of carrying the concealed handgun, the carrier possesses a valid permit.
6. Pets – Service Animals. Pets are allowed in the Common Areas. All pets must be accompanied and must be on a leash. Users are responsible for cleaning up after their pets. Service animals are permitted in accordance with law as necessary to assist a person with a disability.
7. Commercial Activities. In order to preserve safety of their users, prevent congestion, and preserve the nature of the District's recreational spaces, no commercial activities are permitted in the Common Areas.
8. Signs. Signs and other items may not be attached to District property (e.g., fences, trees, or trash receptacles) and may not be staked into the ground. Signs may not be left in Common Areas.
9. Amplified noise. Amplified sound is prohibited.
10. Overnight parking/camping. Overnight parking or camping is prohibited.

11. Fireworks, fires or open flames, model rockets. Discharge or use of firearms, projectiles, or fireworks is prohibited. Open flames, grills, and candles are prohibited.

**EXHIBIT H TO  
POLICIES AND PROCEDURES GOVERNING THE RECREATION AMENITIES  
OF  
MOUNTAIN BROOK METROPOLITAN DISTRICT (PHOTO AND MEDIA RELEASE  
FORM)**

**PHOTO AND MEDIA RELEASE FORM**

MOUNTAIN BROOK METROPOLITAN DISTRICT  
PHOTO AND MEDIA RELEASE FORM

Participant Name(s):

\_\_\_\_\_

(Including all household members under age 18 if applicable)

Address:

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

The District or its representatives may occasionally photograph or video record participants using the Recreation Amenities or attending events in the Common Areas for promotional, educational, or documentation purposes.

By signing below, I acknowledge and agree to the following:

1. I grant permission to Mountain Brook Metropolitan District to use photographs, video, and/or audio recordings taken of me and/or my minor children listed above in any promotional materials, including printed materials, presentations, and online platforms (e.g., social media, websites).
2. I waive any rights to royalties or other compensation arising or related to the use of these images or recordings.
3. I understand these materials will become the property of the District and will not be returned.
4. I understand I may opt out of this release at any time by submitting a written request to the District Manager. Such withdrawal will apply only to future images or recordings, not existing ones.

I DO give permission.

I DO NOT give permission.

Signature of Adult Participant or Legal Guardian:

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

Print Name: \_\_\_\_\_

**EXHIBIT I TO  
POLICIES AND PROCEDURES GOVERNING THE RECREATION AMENITIES  
OF  
MOUNTAIN BROOK METROPOLITAN DISTRICT (ACCESS METHOD SELECTION  
FORM)**

**ACCESS METHOD SELECTION FORM**  
MOUNTAIN BROOK METROPOLITAN DISTRICT  
ACCESS METHOD SELECTION FORM

This form must be submitted annually and accompanies the Information Form and User Release Form. Each Household may select only one method of access per User.

Primary Household Name(s):

\_\_\_\_\_

Property Address:

\_\_\_\_\_

Access Method (select one for each eligible user):

Name of User (18+)	Access Method Requested (check one)
----- -----	-----
	<input type="checkbox"/> Key FOB <input type="checkbox"/> Mobile App Access Pass
	<input type="checkbox"/> Key FOB <input type="checkbox"/> Mobile App Access Pass
	<input type="checkbox"/> Key FOB <input type="checkbox"/> Mobile App Access Pass

Note: Users must download the District-approved mobile access app or obtain a key FOB from the District Manager.

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_