

**THE BARN AT CHERRY CREEK  
POOL & CLUBHOUSE AMENITIES  
RULES & REGULATIONS**

**APPROVED BY THE STONE CREEK METROPOLITAN DISTRICT BOARD OF  
DIRECTORS ON FEBRUARY 26, 2020**

**TABLE OF CONTENTS**

**INTRODUCTION.....1**

**DEFINITIONS .....1**

    1.    Amenity or Amenities.....1

    2.    Amenity Committee.....1

    3.    Amenity User(s).....2

    4.    Anticipated Pool Season .....2

    5.    Cielo Metropolitan District.....2

    6.    Clubhouse .....2

    7.    Clubhouse Rental .....2

    8.    Community Manager .....2

    9.    Declaration.....2

    10.   District Member(s).....2

    11.   Districts.....2

    12.   Fitness Room .....2

    13.   Governing Documents .....2

    14.   Guest(s).....2

    15.   Members .....2

    16.   Non-District Member(s).....3

    17.   Owner.....3

    18.   Resident.....3

    19.   SCMD Board of Directors .....3

    20.   Stone Creek Metropolitan District .....3

**USE OF AMENITIES AND ASSUMPTION OF RISK.....3**

**AUTHORITY.....4**

<b>GENERAL RULES, REGULATIONS, AND POLICIES .....</b>	<b>4</b>
<b>CODE OF CONDUCT .....</b>	<b>5</b>
<b>ACCESS CARDS .....</b>	<b>5</b>
<b>RESIDENT ACCESS .....</b>	<b>6</b>
<b>GUEST POLICY .....</b>	<b>6</b>
<b>HOURS OF OPERATION.....</b>	<b>6</b>
<b>LOST AND FOUND.....</b>	<b>7</b>
<b>FITNESS CENTER .....</b>	<b>7</b>
<b>CLUBHOUSE RENTAL.....</b>	<b>7</b>
<b>SWIMMING POOL .....</b>	<b>9</b>
<b>SOLICITING .....</b>	<b>10</b>
<b>CELL PHONES .....</b>	<b>10</b>
<b>PHOTOGRAPHIC EQUIPMENT.....</b>	<b>10</b>
<b>ALCOHOLIC BEVERAGES.....</b>	<b>11</b>
<b>BBQ GRILL .....</b>	<b>11</b>
<b>EQUIPMENT USE .....</b>	<b>11</b>
<b>QUESTIONS &amp; MORE INFORMATION.....</b>	<b>11</b>

## INTRODUCTION

These Rules and Regulations (the “**Rules**”) have been established for The Barn at Cherry Creek (the “**Amenities**”) by the Board of Directors of the Stone Creek Metropolitan District under the authority granted by the respective Governing Documents. These Rules are designed to preserve the Amenities for the convenience and enjoyment of all users. While all users are entitled to enjoy the Amenities, they must do so while respecting the rights of others, displaying courtesy to others, and applying common sense to the use of all Amenities.

The Amenities are meant primarily for the day-to-day enjoyment of Amenity Users. The SCMD Board of Directors shall regulate the Amenities.

The Districts will attempt to make reasonable accommodation for Amenity Users with special needs and reserve the right to charge the costs associated with any such reasonable accommodation to such Amenity User(s).

The SCMD Board of Directors adopted Resolution No. 2019-07-02 Concerning Use of District Recreational Facilities by Outside Users, as it may be amended from time to time, wherein the Stone Creek Metropolitan District established proportionate rates, fees and charges for the provision of the Amenities and related services to non-residents and non-property owners of the Stone Creek Metropolitan District (the “**Out of District Fee**”).

Stone Creek Metropolitan District and Cielo Metropolitan District are parties to that certain Clubhouse Funding, Construction, and Operations Agreement, dated November 19, 2019, wherein the Districts set forth the rights, obligations, and procedures for the construction of the Amenities, and the cost sharing agreement related to the construction of and the operations and maintenance costs of the Amenities (the “**Amenities Cost Sharing Agreement**”). As a result, and for so long as the Amenities Cost Sharing Agreement is in effect, any property owner or resident within the Cielo Metropolitan District shall not be subject to the Out of District Fee.

These Rules may be amended from time to time by the SCMD Board of Directors at their sole discretion.

## DEFINITIONS

All capitalized terms not defined herein shall have the same meaning as used in the Declaration. For completeness, the definitions of major terms are included here:

1. **Amenity or Amenities**-Clubhouse and Pool Area.
2. **Amenity Committee**-Committee which may be appointed by the SCMD Board of Directors to oversee the daily operations of the Amenities and report to the SCMD Board of Directors and/or Community Manager. The Committee shall be made up of a minimum of two (2) members from the Stone Creek Metropolitan District and a minimum of two (2) members from the Cielo Metropolitan District, one (1) of which must be a member of each District’s Board of Directors respectively.

3. **Amenity User(s)**-any District Member, Non-District Member, or Guest who uses the Amenities as provided in the Rules.
4. **Anticipated Pool Season**-Memorial Day weekend through Labor Day, annually.
5. **Cielo Metropolitan District**-a quasi-municipal corporation and political subdivision of the State of Colorado, the boundaries of which are provided on **Attachment A**, attached hereto and incorporated herein by reference.
6. **Clubhouse**-The Barn at Cherry Creek clubhouse facility.
7. **Clubhouse Rental**-Rental of the Clubhouse during a 24-hour period by a Member.
8. **Community Manager**-Currently, Special District Management Services, Inc., Attn: Peggy Ripko, 303-987-0835 or [pripko@sdmsi.com](mailto:pripko@sdmsi.com).
9. **Declaration**-that certain Declaration of Covenants, Conditions, and Restrictions of Stone Creek Ranch recorded in the real property records of Douglas County, State of Colorado, on March 7, 2018, at Reception No. 2018013714, as the same may be amended and/or modified from time to time, and which Declaration declares that the property located within the boundaries of the Stone Creek Metropolitan District is and shall be subject to the Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained, altered and otherwise enjoyed in accordance with and subject to the covenants and use restrictions contained therein.
10. **District Member(s)**-any person(s), age 18 or over, who own(s) property or reside(s) within the boundaries of the Stone Creek Metropolitan District or Cielo Metropolitan District.
11. **Districts**-the Stone Creek Metropolitan District and Cielo Metropolitan District, collectively.
12. **Fitness Room**-the fitness room located within the Clubhouse.
13. **Governing Documents**-include the following: Service Plan for the Stone Creek Metropolitan District, approved by the Board of County Commissioners for Douglas County on September 23, 2014, as may be amended from time to time; Service Plan for the Cielo Metropolitan District, approved by the Board of County Commissioners for Douglas County on September 8, 2015, as may be amended from time to time; Declaration; and Title 32 of the Colorado Revised Statutes, as may be amended from time to time.
14. **Guest(s)**-any person(s) invited by a District Member or Non-District Member to accompany a District Member or Non-District Member at the Amenities pursuant to the Rules.
15. **Members**-District Members and Non-District Members, collectively.

16. **Non-District Member(s)**-any individual(s) who do(es) not own property or reside within the Districts but for whom the following criteria has been met:

(a) Non-District Member Application has been submitted and approved by the SCMD Board of Directors; and

(b) An annual membership fee has been provided to the SCMD Board of Directors based on a fee structure set annually by the SCMD Board of Directors.

17. **Owner**-a person who owns property within the boundaries of Stone Creek Metropolitan District or Cielo Metropolitan District.

18. **Resident**-an individual who has a written lease agreement with an Owner to occupy a resident within the boundaries of the Stone Creek Ranch Metropolitan District or the Cielo Metropolitan District for a minimum of six (6) months; or an individual who resides in a home owned by a trust or other corporate entity.

19. **SCMD Board of Directors**-The Board of Directors for the Stone Creek Metropolitan District.

20. **Stone Creek Metropolitan District**-a quasi-municipal corporation and political subdivision of the State of Colorado, the boundaries of which are provided on **Attachment B**, attached hereto and incorporated herein by reference.

### **USE OF AMENITIES AND ASSUMPTION OF RISK**

#### **\*\*\*NO LIFEGUARDS ARE PRESENT AT THE POOL\*\*\***

All use of the Amenities and participation in any District programs is voluntary. The recreational nature of all activities of the Districts and programs potentially involves some personal or physical risk and participation by an Amenity User is an acknowledgment and acceptance of the inherent risks.

The Amenities will be maintained in good and working order. If an Amenity User notices that any portions of the Amenities are not in good condition, they should contact the Community Manager for assistance. If an Amenity User accepts the Amenities conditions by making use of the Amenities, without notifying the Community Manager of any problems, it will be assumed that the Amenities are in a good and working order. Injuries, accidents or other serious incidents should be immediately reported to the Community Manager for an incident report to be completed and any needed action to be taken by the Community Manager or the SCMD Board of Directors.

The Districts are not liable for bodily injury, personal injury or inconvenience that may occur during the use of the Amenities and any programs presented. Further, the Districts are not responsible for the loss of any personal belongings of any Amenity User. District Members and Non-District Members are responsible for the actions of their Guests at all times.

## AUTHORITY

The SCMD Board of Directors is authorized to adopt and change these Rules by authority granted in the Governing Documents. These Rules are binding upon all Amenity Users. These Rules do not supersede or override any of the requirements of the Governing Documents or any other governing agency laws, rules, or requirements that may pertain to the Amenities.

## GENERAL RULES, REGULATIONS, AND POLICIES

1. Amenity Users shall abide by all Governing Documents and these Rules.
2. Amenity Users shall abide by all posted rules, included but not limited to any rules posted in respective areas of the Amenities.
3. Amenity Users shall always conduct themselves in a courteous and respectful manner.
4. Amenity Users are responsible for their conduct.
5. Amenity Users shall be held financially responsible for any unintentional, intentional or negligently caused damage to property of the Districts.
6. Amenity Users shall not interfere with, attempt to discipline, or otherwise direct employees of the Districts in the course of business of the Districts.
7. Amenity Users are prohibited from utilizing the Amenities for business purposes or to profit financially from use of the Amenities.
8. Proper dress is required at all times.
9. The Amenities are smoke-free environments, which includes vapor cigarettes of all forms. The SCMD Board of Directors reserves the right, but not an obligation, to designate specific outdoor areas as smoking areas.
10. Only trained service animals providing a physical service for their owners (“**Service Animals**”) are permitted in the Amenities. All service dogs on premises must wear a service vest at all times. Unless otherwise approved by the SCMD Board of Directors, non-approved emotional support animals are not permitted in the Amenities unless attending a community sanctioned pet-oriented event. Standard household pets are not permitted in the Amenities unless attending a community sanctioned pet-oriented event. If allowed during a community sanctioned pet-oriented event, animal owners or persons in charge of an animal must be in control of the animal at all times by means of a leash or appropriate restraining device while utilizing the Amenities and must immediately remove and dispose of solid pet waste deposited on the grounds of the Amenities.
11. Sales, solicitations, distribution and posting of materials are prohibited within the Amenities. The SCMD Board of Directors may, but is under no obligation to, designate certain areas outside the Amenities and in other areas of the District-owned property for sales,

solicitations and distribution of materials. Activities may be further restricted to specific times and dates as determined by the SCMD Board of Directors. Except as set forth above with respect to sales, solicitations, and distribution of materials, Amenity Users may not use the Amenities for commercial or business purposes including, but not limited to, sales of goods or services, personal training sessions, athletic lessons, advertising, or promotions.

## **CODE OF CONDUCT**

Disorderly conduct will result in immediate disciplinary action in the sole discretion of the SCMD Board of Directors. Such discipline may include a minimum of a one (1) month suspension from use of the Amenities at the direction of the SCMD Board of Directors. If the Community Manager or the SCMD Board of Directors deems it necessary to involve law enforcement authorities, a minimum suspension of thirty (30) days from the Amenities will be mandatory. Disorderly conduct may include, but is not limited to the following:

1. Threatening, profane, indecent, coercive or disrespectful actions, gestures, words or language to the Community Manager, SCMD Board of Directors, or Amenity Users;
2. Fighting (verbal or physical), scuffling or horseplay at the Amenities;
3. Possession or use of illegal drugs at the Amenities;
4. Smoking or vaping within the Amenities, including inside the Pool Area;
5. Unacceptable loitering within the Amenities that is deemed to be destructive or offensive by the SCMD Board of Directors in its sole discretion;
6. Failing to obey any directive given by the SCMD Board of Directors or Community Manager in accordance with these Rules;
7. Theft or attempt to remove equipment or items belonging to the Districts or Amenity Users;
8. Damage or vandalism to equipment or the Amenities;
9. Failure to obey safety or any other rules, posted or otherwise.
10. Committing illegal or criminal acts in violation of state, local, or federal laws or regulations;
11. Actions or activities that are not respectful of the well-being of other persons and/or property; or
12. Violating the Guest Policy as provided in these Rules.

## **ACCESS CARDS**

Access cards (“**Access Card**” or “**Access Cards**”) are required to enter the Amenities. Up to two (2) Access Cards will be issued for each household upon submittal and approval of the



appropriate form. Only those possessing valid Access Cards and their respective Guest(s) as provided for in the Rules, are entitled to use the Amenities. Members who have been issued or assigned an Access Card must immediately notify the Community Manager when an Access Card has been lost, stolen or needs to be otherwise deactivated. A fee of \$25.00 shall be charged for any replacement of lost or damaged Access Cards.

Members seeking to obtain Access Cards must submit proof of ownership/residency in one of the following forms: Valid Colorado driver's license/permit, Colorado identification card, valid lease, or title company document. Non-Resident Members must also provide an approved Non-District Member Application. Access Cards are the property of the SCMD Board of Directors. Access Cards are not transferable.

### **RESIDENT ACCESS**

Owners who lease their residence shall assign their rights to use of the Amenities to the respective Resident. During the period of time for which an Owner has an active lease agreement with a Resident, the Owner shall forfeit his/her access rights to the Amenities. Upon termination of a lease agreement, the respective Resident's access to the Amenities shall be revoked and the Owners rights shall be restored.

### **GUEST POLICY**

Members are allowed to have up to three (3) Guests per household at any one time at the Pool Area.

Guests are not permitted in the Fitness Room of the Clubhouse. District Members and Non-District Members are responsible for the actions of their Guests at all times.

### **HOURS OF OPERATION**

**Pool:**

Anticipated Pool Season – Memorial Day Weekend – Labor Day

6:00 AM – 10:00 AM - Lap Swim and Lessons (Lessons are subject to approval by Community Manager)

10:00 AM – 8:00 PM - General Swim and Lessoning (Lessons are subject to approval by Community Manager)

**Clubhouse:**

10:00 AM – 11:00 PM

**Fitness Room:**

5:00 AM – 10:00 PM (Guests are not permitted in the fitness room)

## **LOST AND FOUND**

The Districts are not responsible for lost, stolen, misplaced items, or personal belongings of any Amenity User.

## **FITNESS CENTER**

1. All Members using the equipment in the Fitness Room do so entirely at their own risk. Guests are not permitted in the fitness room.
2. Appropriate athletic attire, including athletic shoes, must be worn at all times.
3. With the exception of water bottles; no food, drinks or gum are permitted.
4. If there is a wait for machines, please limit use to thirty (30) minutes.
5. After use, Members shall wipe down all equipment with the sanitation wipes provided, avoiding directly spraying any TV screens.
6. All sound producing electronic devices must be used with headphones.
7. No slamming of weights and equipment will be permitted.
8. Amenity Users are not allowed to store their own fitness equipment in the Fitness Center and any gear brought into the Fitness Center by an Amenity User must be removed when leaving the Fitness Center, nor is any Amenity User allowed to make any modifications to the Fitness Center or equipment within the Fitness Center.
9. Organized trainers may conduct classes or private work-outs for Amenity Users with approval of the SCMD Board of Directors, at its sole discretion.

## **CLUBHOUSE RENTAL**

The Clubhouse is designed to be a community gathering place to be used by all Members. As such, Clubhouse rentals will only be allowed on a limited basis as outlined below. Failure to follow the rental rules outlined below can result in loss of rental privileges. Members are responsible for the actions of their Guests. **IN THE EVENT THE HEALTH, SAFETY, WELFARE OR ENJOYMENT OF THE DISTRICT MEMBERS OR NON-DISTRICT MEMBERS ARE COMPROMISED, THE SCMD BOARD OF DIRECTORS RESERVES THE RIGHT TO DISCONTINUE CLUBHOUSE RENTALS.**

### **Clubhouse Rental Rules and Regulations**

1. The Amenities can only be rented by Members.
2. Clubhouse rental does not include use of the Pool Area unless the Member renting the Clubhouse provides, at the sole cost to the Member, a certified Lifeguard to be on duty during the entirety of the Clubhouse rental. Use of the Pool Area, in conjunction with Clubhouse rental, is non-exclusive and use of the Pool Area will end at 8:00 PM.

3. The Fitness Room is not included in any rental of the Clubhouse.
4. The gas grill located on the west patio shall not be included in Clubhouse rentals during the Anticipated Pool Season. It can be included in Clubhouse rentals outside of the Anticipated Pool Season upon request by a Member and upon approval by the Community Manager.
5. Clubhouse rentals will be permitted from 10:00 AM – 11:00 PM daily year-round. Clubhouse rentals shall be non-exclusive from 10:00 AM – 5:00 PM, and exclusive from 5:00 PM to 11:00 PM.
6. Upon approval by the SCMD Board of Directors, meetings held by the SCMD Board of Directors, the Cielo Metropolitan District Board of Directors, or various committees appointed by the Districts, may occur at any time in the Clubhouse. These groups will not be charged rental fees or deposits but shall be responsible for clean-up after meetings.
7. The Clubhouse cannot be used for fund-raising or commercial purposes.
8. The area surrounding the Clubhouse allows for the use of properly licensed food trucks with approval of the SCMD Board of Directors.
9. Events held at the Clubhouse cannot be a fee-based event.
10. The Clubhouse/grill must be cleaned after use.
11. Alcohol – See below.
12. Neither smoking nor vaping is permitted in any form inside the Clubhouse or at the grill area.
13. The Member reserving the Clubhouse/grill area must be in attendance at all times during the event. The Member is responsible for the conduct of all his/her Guests.

#### **Clubhouse Rental Fees and Procedures Following the Event**

1. An inspection fee of \$50 will be required for every event, payable in advance to the Stone Creek Metropolitan District and provided with the rental application.
2. A security and damage deposit of \$500, payable to the Stone Creek Metropolitan District, is required to be provided with the rental application (the “**Security Deposit**”).
3. Cleaning the Clubhouse is the responsibility of the Member(s) on the rental agreement and shall be completed no later than the date and time indicated in the rental agreement.
4. Following each rental, the Clubhouse will be inspected by the Community Manager or the SCMD Board of Directors. Upon a finding by the Community Manager or the SCMD Board of Directors that nothing is missing, no vandalism has occurred, cleaning has been

properly completed, furniture is returned to its original location, and no damage has been found, the Security Deposit will be returned within seven (7) business days.

5. The Member reserving the Clubhouse is responsible for payment or replacement cost for all items damaged or lost as a result of, or occasioned by, the Member and respective Guests use of the Clubhouse.

## **SWIMMING POOL**

The swimming pool is an amenity for the use of Amenity Users. **LIFEGUARDS ARE NOT PROVIDED AND USE OF THE POOL IS AT THE AMENITY USERS' OWN RISK.**

1. In case of Emergency call 9-1-1 on a cell phone or by use of the phone located within the Pool Area.
2. Children ages five (5) and younger must be accompanied into the water by an adult (age 18+) WITHIN ARM'S REACH.
3. Children ages six (6) to (8) must be accompanied by someone age 12+ into the pool area.
4. Any child wearing water wings or inner tubes must be accompanied into the water by an adult (18+) WITHIN ARM'S REACH.
5. Each Member utilizing the pool may have a maximum of three (3) Guests per household.
6. Members must accompany their respective Guests in the Pool Area at all times.
7. Members and Guests are required to wear appropriate swimwear at all times. T-shirts are allowed over an appropriate swimsuit while in the pool, however no other street clothing is allowed.
8. Swim diapers are required if child is not potty trained.
9. Running on the pool deck and jumping or diving into the pool is prohibited.
10. Pool toys and reasonably sized inflatable rafts are permitted, provided such use does not adversely affect the use and enjoyment of other pool users.
11. Members and Guests in the Pool Area may use personal audio devices, only with headphones, at volume levels that do not disturb others.
12. Food and beverages (excluding alcohol) are permitted on the pool deck, but may not be consumed while in the pool.
13. No glass containers or glass swim goggles are allowed in the pool area.

14. Trash shall be disposed of in appropriate containers.
15. Bicycles, trikes, skateboards, roller skates, or other similar play equipment are not allowed in the swimming pool area.
16. Other than Service Animals, as defined above, pets are not allowed in the swimming pool area. Pets may not be tied to the fence surrounding pool.
17. In the case of large groups utilizing the pool, a ratio of at least one (1) adult, eighteen (18) years of age or older, to seven (7) children is highly recommended.
18. Adults have priority for pool furniture use.
19. Obstructions of any kind will not be permitted on the pool deck perimeter (within 3 feet of the pool edge); this includes, but is not limited to, deck furniture, baby strollers, walkers, beach bags, etc.
20. During thunder and lightning storms or other inclement conditions, Amenity Users must exit the pool facilities immediately.
21. Chemicals are used in the pool to ensure a sanitary and safe water environment. If unacceptable conditions occur, the SCMD Board of Directors or Community Manager reserves the right to close the Amenities at any time to preserve the health and well-being of the Amenity Users.
22. Amenity Users are reminded that parents/guardians are responsible of the behavior and safety of their respective children.

**ANY AMENITY USER WHO VIOLATES THESE POOL RULES MAY HAVE THEIR POOL PRIVILEGES SUSPENDED FOR WHATEVER PERIOD IS DEEMED APPROPRIATE BY THE SCMD BOARD OF DIRECTORS.**

#### **SOLICITING**

Soliciting is not permitted in or around the Amenities.

#### **CELL PHONES**

When using the Amenities, cell phone and similar device users shall respect others by using ear buds and leaving the area to take a call and moderating voice tone to avoid disturbing others.

#### **PHOTOGRAPHIC EQUIPMENT**

When using photographic equipment of any kind, Amenity Users should take care not to include in the photo or video any person who has expressed a wish not to be so included. No television video photography or commercial still or video shall be permitted anywhere in the Amenities without the prior approval of the Community Manager.

Amenity Users are advised that video surveillance is present on the on premises.

### **ALCOHOLIC BEVERAGES**

1. Alcoholic beverages may be brought into the Clubhouse; however, no glass containers are allowed.
2. Alcohol may not be sold at the Amenities.
3. Alcoholic beverages are not permitted in the outdoor swimming pool area.
4. Alcoholic beverages are not permitted in the grill area.
5. All persons consuming and dispensing alcoholic beverages **MUST** be of legal age.
6. All Amenity Users are encouraged to drink responsibly and will be asked to leave if irresponsible behavior becomes a disruption to others.

### **BBQ GRILL**

During the Anticipated Pool Season, the BBQ grill on the west patio is available on a first-come, first-served basis.

Members must bring their own propane tank and grilling equipment. The use of charcoal is not permitted.

Amenity Users are responsible for the cleanup of the grill after each use.

### **EQUIPMENT USE**

Furniture, equipment and supplies that are the property of the Districts shall not be removed from the Clubhouse. Amenity Users shall obtain permission of the Community Manager to utilize equipment and supplies that may be kept secured in locked cabinets or drawers.

### **QUESTIONS & MORE INFORMATION**

Proudly managed by Special District Management Services, Inc.

Contact Peggy Ripko at 303-987-0835 or [pripko@skmsi.com](mailto:pripko@skmsi.com) with questions.