

**LEYDEN ROCK METROPOLITAN DISTRICT
CITY OF ARVADA, STATE OF COLORADO**

ANNUAL REPORT FOR FISCAL YEAR 2025

Pursuant to § 32-1-207(3)(c), C.R.S., Leyden Rock Metropolitan District (the “**District**”), the District is required to provide an annual report to the City of Arvada, Colorado (the “**Governing Jurisdiction**”) with regard to the following matters:

For the year ending December 31, 2025, the District makes the following report:

§ 32-1-207(3), C.R.S., Statutory Requirements

1. **Boundary changes made.** There were no boundary changes made or proposed to the District’s boundaries as of December 31, 2025.
2. **Intergovernmental Agreements entered into or terminated.** The District neither entered into nor proposed any Intergovernmental Agreements with other governmental entities as of December 31 of the prior year.
3. **Access information to obtain a copy of rules and regulations adopted by the Board.** The District’s current Rules and Regulations are accessible on the District’s website at www.leydenrocklife.com.
4. **A summary of litigation involving public improvements owned by the District.** To our actual knowledge, based on review of the court records in Jefferson County, Colorado and the Public Access to Court Electronic Records (PACER) as of May 19, 2026, there is no litigation involving public improvements owned by the District as of December 31, 2025.
5. **Status of the construction of public improvements by the District.** The District did not construct any public improvements in 2025. However, the District retained several contractors during the year to provide advisory and consulting services in preparation for public improvements anticipated to commence construction in Summer 2026, with completion planned for Fall 2026
6. **A list of facilities or improvements constructed by the District that were conveyed or dedicated to the Governing Jurisdiction.** All public improvements for the project, as of December 31, 2025, have been constructed by RRCEA, LLC and Leyden Rock Development, Inc. (collectively, the “Developer”).
7. **The final assessed valuation of the District as of December 31st of the reporting year.** The final assessed valuation of the District as of December 31, 2025 is attached hereto as **Exhibit A.**
8. **A copy of the current year’s budget.** A copy of the 2026 Budget is attached hereto as **Exhibit B.**

9. **A copy of the audited financial statements, if required by the “Colorado Local Government Audit Law”, part 6 of article 1 of Title 29, or the application for exemption from audit, as applicable.** The 2025 audit is in process and will be submitted in a Supplemental Annual Report.
10. **Notice of any uncured defaults existing for more than ninety (90) days under any debt instrument of the District.** To our actual knowledge, there were no events of any uncured default under any debt instrument for the year ending December 31, 2025.
11. **Any inability of the District to pay its obligations as they come due under any obligation which continues beyond a ninety (90) day period.** To our actual knowledge, the District has been able to pay its obligations as they come due.

Pursuant to the Service Plan for the Leyden Rock Metropolitan District Nos. 1-10 (collectively, the “Districts”), the Districts are required to provide an annual report to the City of Arvada (the “City”) with regard to the matters below. Please note that Leyden Rock Metropolitan District Nos. 1-9 dissolved as of November 1, 2017, therefore, this report is with respect to the Leyden Rock Metropolitan District (f/k/a Leyden Rock Metropolitan District No. 10) (the “District”) only.

To the best of our actual knowledge, for the year ending December 31, 2025, the District makes the following report:

- A. **Boundary changes made or proposed to the District’s boundaries as of December 31 of the prior year.** There were no boundary changes made or proposed to the District’s boundaries as of December 31, 2025.
- B. **Intergovernmental Agreements with other governmental entities either entered into or proposed as of December 31 of the prior year.** The District neither entered into nor proposed any Intergovernmental Agreements with other governmental entities as of December 31 of the prior year.
- C. **Access information to obtain a copy of the Rules and Regulations and copies of the District’s Rules and Regulations, if any, as of December 31 of the prior year.** The District’s current Rules and Regulations are accessible on the District’s website at www.leydenrocklife.com. The District adopted a Pool and Clubhouse Use Policy (the “Policy”) on April 8, 2019. The District amends the Policy from time to time and the latest version as of March 6, 2026 is attached hereto as **Exhibit C**.
- D. **A summary of any litigation which involves the District’s Public Improvements as of December 31 of the prior year.** To our actual knowledge, based on a review of the court records in Jefferson County, Colorado and the Public Access to Court Electronic Records (PACER) as of May 19, 2026 there is no litigation involving the District as of December 31, 2025.
- E. **Status of the District’s construction of the Public Improvements as of December 31 of the prior year.** All Public Improvements for the project, as of December 31, 2023, have been constructed by RRCEA, LLC and Leyden Rock Development, Inc.

(collectively, the “Developer”).

- F. **A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.** All of the public improvements required in Filings 1-6 have been dedicated to and received final acceptance from the City of Arvada.
- G. **The assessed valuation of the District for the reporting year.** The final assessed valuation of the District as of December 31, 2025 is attached hereto as **Exhibit A**.
- H. **Current year budget including a description of the Public Improvements to be constructed in such year.** The 2026 Budget for the District is attached hereto as **Exhibit B**.
- I. **Audit of the District’s financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.** The 2025 audit is in process and will be submitted in a Supplemental Annual Report.
- J. **Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.** To our actual knowledge, there were no events of default under any Debt instrument for the year ending December 31, 2023.
- K. **Any inability of the District to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.** To our actual knowledge, the District has been able to pay its obligations as they come due.

Exhibit A
Assessed Valuation



SCOT KERSGAARD

Assessor

December 4, 2025

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

LEYDEN ROCK METRO
WHITE BEAR ANKELE TANAKA & WALDORN
MEGAN J MURPHY, ESQ
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4561

CERTIFICATION OF VALUATION

The Jefferson County Assessor reports a taxable assessed valuation for your taxing entity for 2025 of:

\$80,414,913

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

SCOT KERSGAARD
Jefferson County Assessor

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CERTIFICATION OF VALUATION BY JEFFERSON COUNTY ASSESSOR

New Tax Entity YES NO

Date: December 4, 2025

NAME OF TAX ENTITY: LEYDEN ROCK METRO

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	75,909,298
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	80,414,913
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	80,414,913
5. NEW CONSTRUCTION: *	5.	\$	0
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): ☐	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	300

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution

* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

☐ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2025:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	1,272,445,914
ADDITIONS TO TAXABLE REAL PROPERTY			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9. DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10.	\$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	1,275,731,414
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IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **		\$	0
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** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

USE FOR STATUTORY PROPERTY TAX LIMIT CALCULATION ("5.25%" LIMIT) 29-1-1703, C.R.S.

IN ACCORDANCE WITH 39-5-121(2)(A) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025:

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	80,414,913
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	80,414,913
4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	0
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	300
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

The property tax limit will apply to all property taxing entities with the exception of school districts, city and county, city, or town that has adopted a home rule charter (29-1-306(1)(b), C.R.S.). The revenue limit applies to any property taxing entities that have authority to exceed current 5.5% and the TABOR limit.

The Division of Local Government ("the Division") has developed technical assistance resources to assist in taxing entities with the calculation of the property tax limit available online here (<https://dlg.colorado.gov/budget-information-and-resources>). Please understand that the Division has no statutory or administrative role in calculating or enforcing the property tax limit, and each taxing entity's revenue limits and voter approval history may be unique. The technical assistance resources provided by the Division with regard to the property tax limit are not definitive and not legal advice. Taxing entities may choose to calculate the property tax limit with a methodology that is different from the methodology presented in the Division's technical assistance resources. The Division always recommends that taxing entities consult with an attorney in order to understand and apply the various statutory and constitutional revenue limits that may apply to that taxing entity.

Exhibit B
2026 Budget



Management Budget Report

BOARD OF DIRECTORS
LEYDEN ROCK METROPOLITAN DISTRICT

We have presented the accompanying forecasted budget of revenues, expenditures and fund balances for the year ending December 31, 2026, including the comparative information of the forecasted estimate for the year ending December 31, 2025, and the actual historic information for the year 2024.

These financial statements are designed for management purposes and are intended for those who are knowledgeable about these matters. We have not audited, reviewed or compiled the accompanying forecast and, accordingly, do not express an opinion or provide any assurance about whether the forecast is in accordance with accounting principles generally accepted in the United States of America. Substantially all the disclosures required by accounting principles generally accepted in the United States of America have been omitted. If the omitted disclosures were included in the forecast, they might influence the user's conclusions about the results of operations for the forecasted periods.

A handwritten signature in black ink that reads "Tracee L. Kaminski". The signature is written in a cursive style with a large, prominent initial "T".

Pinnacle Consulting Group, Inc.
January 30, 2026

Offices Located in Loveland and Denver

Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537
(970)669-3611 (303)333-4380
www.PCGI.com

Serving our clients and community through excellent dependable service.

LEYDEN ROCK METROPOLITAN DISTRICT				
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS				
GENERAL FUND				
	(a)	(b)	(c)	(d)
	2024	2025	2025	2026
	Audited	Amended	Projected	Adopted
	Actual	Budget	Actual	Budget
Revenues				
Property Taxes	\$ 1,789,633	\$ 2,104,737	\$ 2,104,737	\$ 2,090,064
Specific Ownership Taxes	114,360	147,332	141,269	146,304
Reimbursements	-	10,000	10,000	10,000
Interest & Other	50,034	55,385	55,385	35,000
Total Revenues	\$ 1,954,026	\$ 2,317,454	\$ 2,311,391	\$ 2,281,368
Expenditures				
Administration/General:				
Accounting	\$ 46,026	\$ 52,500	\$ 52,500	\$ 44,179
Auditing	6,600	7,500	7,500	7,500
Insurance	35,105	36,971	36,971	38,820
Elections	86	2,865	2,865	1,000
Legal	113,762	100,000	100,000	150,000
Treasurer's Fees	26,855	31,571	31,571	31,351
Transfer to Other Fund	1,675,280	2,063,443	1,988,610	1,729,877
Director's Fees	2,000	2,400	2,400	2,400
Office, Dues, & Other	648	2,750	2,750	3,200
Contingency	-	-	-	6,929
Total Expenditures	\$ 1,906,361	\$ 2,300,000	\$ 2,225,167	\$ 2,015,256
Revenues Over/(Under) Expenditures	\$ 47,666	\$ 17,454	\$ 86,224	\$ 266,113
Beginning Fund Balance	266,666	314,332	314,332	369,387
Ending Fund Balance	\$ 314,332	\$ 331,786	\$ 400,556	\$ 635,500
Components of Ending Fund Balance:				
TABOR Reserve (3% of revenues)	\$ 58,621	\$ 69,524	\$ 58,621	\$ 68,441
Operating Reserve	-	52,000	52,000	160,000
Capital Replacement Reserve	255,711	210,262	289,935	400,000
Unreserved	-	-	-	7,059
Total Fund Balance	\$ 314,332	\$ 331,786	\$ 400,556	\$ 635,500
Mill Levy				
Operating	23.256	27.727	27.727	25.991
Debt Service	30.246	25.775	25.775	27.511
Total Mill Levy	53.502	53.502	53.502	53.502
Assessed Value	\$ 75,915,203	\$ 75,909,298	\$ 75,909,298	\$ 80,414,913
Property Tax Revenue				
Operating	1,765,484	2,104,737	2,104,737	2,090,064
Debt Service	2,296,131	1,956,562	1,956,562	2,212,295
Total Property Tax Revenue	\$ 4,061,615	\$ 4,061,299	\$ 4,061,299	\$ 4,302,359

LEYDEN ROCK METROPOLITAN DISTRICT				
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS				
SPECIAL REVENUE FUND				
	(a)	(b)	(c)	(d)
	2024	2025	2025	2026
	Audited	Amended	Projected	Adopted
	Actual	Budget	Actual	Budget
Revenues				
Tract K Filing Fee	1,488	1,488	1,488	1,488
Transfer Fees	20,130	15,555	15,555	18,000
Rental Income	12,599	23,780	23,780	18,000
Design Review Fee	8,625	13,000	13,000	6,500
Social Events	4,795	3,016	3,016	6,500
Sponsorship Income	19,200	14,800	14,800	15,000
Pool Income	7,670	14,479	14,479	6,000
Transfer From Other Fund	1,525,000	1,988,610	1,988,610	1,729,877
Interest & Other	1,100	12,000	12,000	300
Total Revenues	\$ 1,600,607	\$ 2,086,728	\$ 2,086,728	\$ 1,801,665
Expenditures				
Administrative/General				
Management Fees	260,071	57,938	57,938	56,000
Social Events	72,387	68,000	68,000	68,000
Administration Costs	240	227,032	227,032	240,000
Office Supplies	5,580	1,815	1,815	4,000
Website	2,043	3,077	3,077	2,600
Postage	3,403	3,000	3,000	4,000
Printing & Copies	-	3,000	3,000	-
Office Equipment Rental	2,156	2,500	2,500	3,000
Locks & Keys	897	1,800	1,800	2,000
Mileage	854	2,000	2,000	2,000
ARC Design Review	6,040	7,000	7,000	6,000
Meetings	1,815	2,716	2,716	3,600
Office, Dues, & Other	6,401	6,465	6,465	6,465
Contract Services				
Refuse Removal	278,194	270,000	270,000	246,000
Landscape Maintenance	202,600	206,944	206,944	211,000
Landscape Tree Care Maintenance	209,393	140,000	140,000	120,000
Landscape Replace/Enhance	134,133	200,000	200,000	200,000
Landscape Other (Weed Control)	75,295	78,604	78,604	78,000
Irrigation Repairs	48,515	53,302	53,302	52,000
Water/Sediment Sampling	10,000	-	-	-
Pest Control	9,965	11,065	11,065	12,000
Pool Service	18,073	18,815	18,815	22,000
Lifeguards	94,098	115,383	115,383	113,000
Holiday Lighting	15,646	11,000	11,000	11,000
Dog Waste Stations	22,700	33,100	33,100	36,000
Snow Removal	40,817	45,208	45,208	55,000
Janitorial	32,545	33,820	33,820	33,000
Repairs & Maintenance				
Common Area R&M	6,755	15,000	15,000	30,000
Building R&M - CLUB	5,770	34,755	34,755	29,000
Fence/Walls	41,066	37,375	37,375	45,000
Pool Repairs & Maintenance	7,728	195,659	195,659	10,000
Parts & Supplies				
Cleaning Supplies	3,877	3,837	3,837	4,000
Pool Parts & Supplies	17,782	13,000	13,000	17,000
Utilities				
Electric/Gas	24,164	21,984	21,984	24,000
Water & Sewer	42,592	46,931	46,931	45,000
Telephone/Wi-Fi/Cable	5,470	6,217	6,217	6,000
Contingency	-	21,658	21,658	5,000
Total Expenditures	\$ 1,709,064	\$ 2,000,000	\$ 2,000,000	\$ 1,801,665
Revenues Over/(Under) Expenditures	\$ (108,456)	\$ 86,728	\$ 86,728	\$ -
Beginning Fund Balance	165,456	57,000	57,000	194,575
Ending Fund Balance	\$ 57,000	\$ 143,728	\$ 143,728	\$ 194,575
Components of Ending Fund Balance:				
Emergency Reserve	\$ 1,900	\$ 2,000	\$ 2,000	\$ 2,000
Available for Operations	55,100	141,728	141,728	192,575
Total Fund Balance	\$ 57,000	\$ 143,728	\$ 143,728	\$ 194,575

LEYDEN ROCK METROPOLITAN DISTRICT				
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS				
CAPITAL PROJECTS FUND				
	(a)	(b)	(c)	(d)
	2024	2025	2025	2026
	Audited	Adopted	Projected	Adopted
	Actual	Budget	Actual	Budget
Revenues				
Interest & Other	\$ 210,944	\$ 102,426	\$ 168,859	\$ 125,000
Transfer from Other Fund	150,280	-	-	-
Total Revenues	\$ 361,224	\$ 102,426	\$ 168,859	\$ 125,000
Expenditures				
Capital Outlay	\$ 540,732	\$ 3,904,074	\$ 200,000	\$ 681,513
Club House Refurbishment	158,821	-	-	-
Contingency	-	9,426	-	9,426
Total Capital Expenditures	\$ 699,554	\$ 3,913,500	\$ 200,000	\$ 690,939
Other Sources/(Uses) of Funds				
Transfer from Debt Service	\$ -	\$ -	\$ -	\$ -
Capital Advance Repayment	-	-	-	-
Net Other Sources/(Uses) of Funds	\$ -	\$ -	\$ -	\$ -
Revenues Over/(Under) Expenditures	\$ (338,330)	\$ (3,811,074)	\$ (31,141)	\$ (565,939)
Beginning Fund Balance	4,220,300	3,811,074	3,881,970	3,885,671
Ending Fund Balance	\$ 3,881,970	\$ -	\$ 3,850,829	\$ 3,319,732

LEYDEN ROCK METROPOLITAN DISTRICT				
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS				
DEBT SERVICE FUND				
	(a)	(b)	(c)	(d)
	2024	2025	2025	2026
	Audited	Adopted	Projected	Adopted
Revenues	Actual	Budget	Actual	Budget
Property Taxes	\$ 2,327,539	\$ 1,956,562	\$ 1,956,562	\$ 2,212,295
Specific Ownership Taxes	148,732	136,959	131,324	154,861
Interest & Other	49,628	12,500	23,737	12,500
Total Revenues	\$ 2,525,899	\$ 2,106,021	\$ 2,111,623	\$ 2,379,655
Expenditures				
Bond Principal	\$ 570,000	\$ 665,000	\$ 665,000	\$ 745,000
Bond Interest	1,726,100	1,697,600	1,697,600	1,664,350
Paying Agent Fees	-	6,000	4,000	4,000
Treasurer's fees	34,927	29,348	29,348	33,184
Contingency	-	6,052	-	6,052
Total Expenditures	\$ 2,331,027	\$ 2,404,000	\$ 2,395,948	\$ 2,452,586
Revenues Over/(Under) Expenditures	\$ 194,872	\$ (297,979)	\$ (284,325)	\$ (72,931)
Beginning Fund Balance	261,059	398,023	455,931	167,884
Ending Fund Balance	\$ 455,931	\$ 100,044	\$ 171,606	\$ 94,953

LEYDEN ROCK METROPOLITAN DISTRICT
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

Leyden Rock Metropolitan District is a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized (originally as Leyden Rock Metropolitan District No. 10) by order and decree of the District Court for the County of Jefferson on January 5, 2012, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes).

The District was established to provide financing for the operations and maintenance and design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, fire protection, security, television relay and translation and mosquito control improvements and services. The District provides covenant control and was organized in conjunction with nine other related Districts – Leyden Rock Metropolitan District Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9. The District serves as the Operating and Financing District which will pay all vendors, issue debt, levy ad valorem taxes on taxable properties within each District and assess fees, rates and other charges as authorized by law. The District's service area is located entirely within the City of Arvada, Jefferson County, Colorado. District Nos. 1-9 have been dissolved.

The District is not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The District is not authorized to plan for, design acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

On November 1, 2011, the District's voters authorized total indebtedness of \$80,000,000 for each of the above listed facilities, \$80,000,000 for intergovernmental agreements and \$80,000,000 for refunding of debt. Collectively, the Districts shall not issue debt over the amount of \$80,000,000. Additionally, the maximum debt mill levy is 40.000 mills, subject to adjustment, which shall not be imposed for longer than 40 years from the first year the debt service mill levy is imposed unless a refunding of the Debt has been voted upon. The election also approved an annual property tax of \$5,000,000 without limitation of rate, to pay the District's operation and maintenance costs.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those difference may be material.

LEYDEN ROCK METROPOLITAN DISTRICT
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and, generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the property tax summary information page of the budget.

Operations Fee

The District will collect a fee of \$372 per year from homeowners located within Filing 6, Tract K, of the District to pay for the District's costs of operations, payable on January 1 of each year or in quarterly installments. In addition, the District receives \$305 from each new homeowner.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected.

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 5%.

Expenditures

Administrative and Operating Expenditures

Administrative and operating expenditures include the estimated services necessary to maintain the District's administrative viability, such as legal, management, accounting, insurance, and meeting expenses. Estimated expenditures related to landscaping and utilities are included in the Special Revenue Fund budget.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Debt Service

Principal and interest payments in 2026 are provided based on the debt amortization schedule from -the Series 2021 Bonds (discussed under Debts and Leases).

LEYDEN ROCK METROPOLITAN DISTRICT
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Debt and Leases

The District issued its 2021 Bonds (the Bonds) on October 22, 2021, in the amount of \$45,840,000. The proceeds from the sale of the Bonds were used to: (i) pay the costs of refunding the 2016A, 2016B and 2017C Bonds; (ii) funding and reimbursing a portion of the costs of constructing and installing certain public improvements benefiting the District; (iii) paying the costs of issuing the costs of issuance of the Bonds, including premium for the Insurance Policy and the Reserve Policy.

The Bonds bear interest at 3.00%-5.00%, payable semi-annually on June 1 and December 1, beginning on December 1, 2021. The Bonds are subject to redemption prior to maturity at the option of the District, as a whole or in part by lot in integral multiples of \$1,000 on December 1, 2031, and on any date thereafter upon payment of 100% of the principal amount of the Bonds to be redeemed, plus accrued interest to the redemption date, without redemption premium. The Bonds maturing on December 1, 2046 also are subject to mandatory sinking fund redemption prior to maturity, in part, by lot, upon payment of 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date, without redemption premium.

The Bonds maturing on December 1, 2051 also are subject to mandatory sinking fund redemption prior to maturity, in part, by lot, upon payment of 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date, without redemption premium. The Bonds are secured by and payable solely from and to the extent of the Pledged Revenue, which includes monies derived from the following, net of costs of collection: (i) the Required Mill Levy; (ii) the portion of the Specific Ownership Tax which is collected as a result of the imposition of the Required Mill Levy and (iii) any other legally available amounts that the District determines, in its absolute discretion to transfer to the trustee for application as Pledge Revenue.

The Bonds are also secured by amounts on deposit in the Reserve Fund in the amount of \$2,739,400, which is funded by the Reserve Policy. The Reserve Policy, issued by Assured Guaranty Municipal Corp. (AGM) is a policy of insurance guaranteeing the payment, when due, of the principal and interest on the Bonds. The insurance extends over the life of the issue and cannot be canceled by AGM as further provided in the policy.

The District has no operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

Debt Service Requirements

Set forth in the following table are the debt service requirements for the Bonds.

TABLE I
Debt Service Requirements ¹

Year	Principal	Interest	Annual Total
2021	\$ 1,220,000	\$ 199,209	\$ 1,419,209
2022	535,000	1,777,850	2,312,850
2023	500,000	1,751,100	2,251,100
2024	570,000	1,726,100	2,296,100
2025	665,000	1,697,600	2,362,600
2026	745,000	1,664,350	2,409,350
2027	780,000	1,627,100	2,407,100
2028	865,000	1,588,100	2,453,100
2029	910,000	1,544,850	2,454,850
2030	1,005,000	1,499,350	2,504,350
2031	1,055,000	1,449,100	2,504,100
2032	1,155,000	1,396,350	2,551,350
2033	1,200,000	1,350,150	2,550,150
2034	1,300,000	1,302,150	2,602,150
2035	1,350,000	1,250,150	2,600,150
2036	1,455,000	1,196,150	2,651,150
2037	1,515,000	1,137,950	2,652,950
2038	1,610,000	1,092,500	2,702,500
2039	1,660,000	1,044,200	2,704,200
2040	1,745,000	994,400	2,739,400
2041	1,795,000	942,050	2,737,050
2042	1,850,000	888,200	2,738,200
2043	1,925,000	814,200	2,739,200
2044	2,000,000	737,200	2,737,200
2045	2,080,000	657,200	2,737,200
2046	2,165,000	574,000	2,739,000
2047	2,250,000	487,400	2,737,400
2048	2,340,000	397,400	2,737,400
2049	2,435,000	303,800	2,738,800
2050	2,530,000	206,400	2,736,400
2051	<u>2,630,000</u>	<u>105,200</u>	<u>2,735,200</u>
Total	<u>\$45,840,000</u>	<u>\$33,401,759</u>	<u>\$79,241,759</u>

¹ Assumes no optional redemptions prior to maturity. Figures have been rounded.
Source: The Underwriter

CERTIFICATION OF VALUATION BY JEFFERSON COUNTY ASSESSOR

New Tax Entity YES NO

Date: December 4, 2025

NAME OF TAX ENTITY: LEYDEN ROCK METRO

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	75,909,298
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	80,414,913
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	80,414,913
5. NEW CONSTRUCTION: *	5.	\$	0
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): ☐	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	300

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution

* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

☐ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2025:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	1,272,445,914
ADDITIONS TO TAXABLE REAL PROPERTY			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9. DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10.	\$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	1,275,731,414
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IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **		\$	0
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** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

USE FOR STATUTORY PROPERTY TAX LIMIT CALCULATION ("5.25%" LIMIT) 29-1-1703, C.R.S.

IN ACCORDANCE WITH 39-5-121(2)(A) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025:

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	80,414,913
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	80,414,913
4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	0
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	300
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

The property tax limit will apply to all property taxing entities with the exception of school districts, city and county, city, or town that has adopted a home rule charter (29-1-306(1)(b), C.R.S.). The revenue limit applies to any property taxing entities that have authority to exceed current 5.5% and the TABOR limit.

The Division of Local Government ("the Division") has developed technical assistance resources to assist in taxing entities with the calculation of the property tax limit available online here (<https://dlg.colorado.gov/budget-information-and-resources>). Please understand that the Division has no statutory or administrative role in calculating or enforcing the property tax limit, and each taxing entity's revenue limits and voter approval history may be unique. The technical assistance resources provided by the Division with regard to the property tax limit are not definitive and not legal advice. Taxing entities may choose to calculate the property tax limit with a methodology that is different from the methodology presented in the Division's technical assistance resources. The Division always recommends that taxing entities consult with an attorney in order to understand and apply the various statutory and constitutional revenue limits that may apply to that taxing entity.

Exhibit C

Pool and Clubhouse Use Policy

**LEYDEN ROCK
POOL AND CLUBHOUSE USE POLICY
(Updated as of March 6, 2026)**

Preamble

The Board of Directors of the Leyden Rock Metropolitan District (the “District”) has adopted the following Policies and Procedures Governing the Leyden Rock Metropolitan District Recreation Amenities (the “Policies”) pursuant to § 32-1-1001(1)(m), C.R.S., dated December 5, 2016 and as amended and/or updated from time to time, to provide for the orderly and efficient conduct of construction, management, operation and control of the public facilities and services of the District. The District, pursuant to the provisions of its Service Plan, has caused to be constructed certain recreation amenities including the Leyden Rock Clubhouse and Leyden Rock Pool (collectively the “Recreation Amenities”).

All references herein to the “District Representative” or “District Representatives” shall refer to any independent contractor engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of authority.

Article I

ACCESS TO AND USE OF THE RECREATION AMENITIES

1.1 Persons within District Boundaries. All residents and property owners of property within the legal boundaries of the District , as amended 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 Owners), shall be entitled to use the Recreation Amenities as permitted in these Policies and any others that may be adopted by the Boards of Directors of the District. All persons claiming status as a District Resident or Property Owner shall present proof of such residency or property ownership to the District Representative upon submission of the Recreation Amenities Use Form in order to receive pool fobs 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 identification issued by the Colorado Department of Motor Vehicles showing an address in the District or a deed or lease for any such property. The District Representative shall accept or reject any such proof of residency or property ownership in its discretion. Use of the Recreation Amenities by District Residents and Property Owners is subject to timely payment of all District fees, charges and taxes by the Property Owner. In the event that such fees, charges and taxes are not timely paid by any Property Owner, such Property Owner or any District Resident residing in such Property Owner’s property within the District, as applicable, shall not be issued pool fobs or otherwise be entitled to use of the Recreational Amenities, and any privileges for use of the Recreation Amenities pursuant to any previously issued fobs shall be suspended or revoked in the District’s discretion. Each property within the District shall be entitled to the issuance of two pool fobs at no charge. If a Property Owner has leased the property owned by the Property Owner to another (i.e., to a District Resident), the property shall still be entitled to only two pool fobs at no charge. Any additional pool fobs requested may be issued only upon

completion of the required forms and the payment of the applicable fee for additional fobs as set forth on the Pool Fob Request Form attached hereto as **Exhibit C**.

1.2 Persons without the District Boundaries. All persons not residing or owning property within the boundaries of the District (“Non-District Users”), may be entitled to use the Recreation Amenities as permitted herein. Charges for use of the Recreation Amenities by Non-District Users shall be Nine Hundred Dollars (\$900.00) per year per household, as may be subsequently amended from time to time by the Board. The Board has determined this fee reasonably estimates the annual mill levy payments and other annual fees such Non-District Users would be responsible for if they were District Residents or Property Owners. All persons desiring access to the Recreation Amenities under this Section shall pay in full all applicable annual charges and fees prior to being allowed access to the Recreation Amenities for the year in question. All Non-District Users wishing to use the Recreation Amenities shall comply with the Policies set forth in section 1.3 of this Article. The District retains the right to limit access to the Recreation Amenities for Non-District Users and their Additional Authorized Users (as defined in Section 1.3 below) based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the District in its discretion. Use of the Recreation Amenities by Non-District Users and their Additional Authorized 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. All District Residents, Property Owners and Non-District Users desiring to use the Recreation Amenities (collectively, “Users”) shall be required to complete the District Amenities Use Form in substantially the form attached hereto as **Exhibit A** and the Waiver and Consent Form in substantially the form attached hereto as **Exhibit B**, each as may be amended from time to time, for submission to the District Representative. Users must submit an updated District Amenities Use Form to the District Representative when any of the User’s information on the Property Owner/District Resident Form changes. Users may designate other persons over the age of 18 who are authorized to access the Recreation Amenities using the User’s fob(s) (“Additional Authorized Users”) by listing the same on the User’s District Amenities Use Form. Such Additional Authorized Users may include, but are not necessarily limited to, adult children, regularly employed caregivers, grandparents, grandchildren, or others residing with the User. All Additional Authorized Users shall be required to complete the Waiver and Consent Form in substantially the form attached hereto as **Exhibit B**, as amended from time to time, for submission to the District Representative. A Waiver and Consent Form must be signed by all Users and Additional Authorized Users over the age of 18, individually, and by parents or legal guardians on behalf of all individuals under the age of 18. Requests for pool fobs shall be submitted by any User on the Pool Fob Request Form in substantially the form attached hereto as **Exhibit C**. Upon adequate completion of all required forms, Users shall be issued two pool fobs per household at no charge by the District Representative. Users and Additional Authorized Users may be requested, at any time, to demonstrate their eligibility to use the Recreation Amenities, and may be required to present their pool fob to the District Representative. Any User or Additional Authorized User who refuses, upon request to present their pool fob may have their Recreation Amenities privileges revoked and subjected to further review by the District. The District Representative will charge a reasonable fee for replacement pool fobs. Lost pool fobs must be reported immediately to the District Representative, and replacement pool fobs will also be subject to a replacement fee.

All pool fobs issued by the District Representative are the sole property of the District and may not legally be assigned, sold, loaned or otherwise transferred without the prior written authorization of the District Representative. Any transfer without the District Representative's approval shall be void and the District shall retain the right to suspend or revoke any User's or Additional Authorized User's privileges to the Recreation Amenities for such violation. If at any time, a District Resident or Property Owner moves outside of District boundaries or ceases to own property therein, s/he shall promptly notify the District Representative. Any such person may continue to use the Recreation Amenities as a Non-District User by complying with Section 1.2 of these Policies.

1.4 Guests of Users. Each User shall be allowed five (5) guests per day per household for use of the Recreation Amenities unless prior permission is granted by the District Representative, at least 48-hours in advance, for additional guests. All guests must be accompanied by the User at all times during their use of the Recreation Amenities. Except as provided in Section 3.6, 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.

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

The Pool shall be open from Memorial Day through Labor Day. Pool hours are subject to change without notice.

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

The hours of operation of the Recreation Amenities shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the District in its discretion. Users may contact the District Representative to obtain up to date information relating to the hours of operation for any of the Recreation Amenities. Additionally, the District reserves the right to close any Recreation Amenity due to weather conditions, preparation for major events, temporary staffing problems or other reasons. Any such required closing will not result in any adjustments to User fees.

1.6 Commercial Use. The Recreation Amenities will not be permitted for commercial activities or other private business enterprise except as specifically provided for in these Policies. Events of a commercial nature may be held at the Clubhouse provided the User first submits an Application for Facility Use and completes a Clubhouse Rental Agreement in accordance with these Policies. Exterior signage and advertising of any kind shall not be permitted. Events held at the District's Clubhouse are intended for invited guests only and under no circumstances shall commercial activities be solicited to or made open to the public. Any User desiring to hold an event at the Recreation Amenities which is contrary to these Policies must submit a request in writing at least 30 days prior to the date of such event to the District for its consideration. The User must indicate how all safety requirements and other provisions of these Policies have been satisfied. The Board shall make a determination regarding such event at its next regularly scheduled meeting and shall inform the User in writing of its determination. All such requests are subject to the District's

discretion.

1.7. District Informal Committee Use. Events where at least one member of the Board of Directors is an attendee and where District business is conducted (“District Informal Committees”) may be held at the Clubhouse provided the User first submits an Application for Facility Use and completes a Clubhouse Rental Agreement in accordance with these Policies.

1.8. Charitable Organization Use. Events hosted by charitable organizations, meaning an entity organized and operated exclusively for exempt purposes set forth in Section 501(c)(3) of the Internal Revenue Code (“Charitable Organizations”), may be held at the Clubhouse provided the User first submits an Application for Facility Use and completes a Clubhouse Rental Agreement in accordance with these Policies.

Article II

MISCELLANEOUS

2.1 Lost Articles. The District is 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 may be donated to a non-profit collection agency on a monthly basis as determined at the District’s sole discretion.

2.2 Limitation of Liability of District. 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 District shall not be responsible for any claims for damage by reason of any action or inaction of the District or its agents or representatives in connection with any of the Recreation Amenities.

2.3 Equipment. All equipment, supplies and other furnishings located in or around the Recreation Amenities are the property of the District and shall not be taken from the premises without prior written consent of the District Representative. Any violations may result in criminal prosecution by the District.

2.4 Smoking, Drugs and Alcohol. Smoking, tobacco and marijuana products and the use of illegal drugs shall not be permitted in or around the Recreation Amenities. Use of alcohol is permitted by adults over the age of 21 during certain special events with prior approval of the District Representative and in accordance with the requirements of these Policies. Alcohol is prohibited in the pool area at all times, unless permitted during a special event and with prior approval of the District Representative and in accordance with the requirements of these Policies.

2.5 Weapons. No weapons of any kind shall be allowed on or around the Recreation Amenities, including, but not limited to, pocketknives or guns.

2.6 Food and Drink. Food and drink are permitted in the Recreation Amenities. Glass

containers are absolutely prohibited in the pool area. Users must clean up after themselves.

2.7 Pets. Pets are not allowed in the Recreation Amenities, except service animals as defined by the laws of the State of Colorado, and except as permitted during certain special events with prior approval of the District Representative and in accordance with the requirements of these Policies. All service animals and animals must be accompanied and must be on a leash. All Users are responsible for cleaning up after their service animal and animals.

Article III

SWIMMING POOL

3.1 Pool Rules. Pool rules are posted in the swimming area and may be obtained directly from the District Representative. A list of pool rules and regulations is attached as **Exhibit D**.

3.2 Pool Attendant. The District shall contract with a pool consultant on an annual basis which shall be responsible for all aspects of operations and maintenance of the pool and pool area.

3.3 Lifeguards. Lifeguards are NOT provided by the District. Users acknowledge they utilize the pool facilities at their own risk. All Users must have a completed a Property Owner Waiver and Consent Form or Authorized Additional User Waiver and Consent Form on file with the District Representative.

3.4 Accessible Pool Entry. The District's zero entry sloped entrance to the pool is compliant with the American with Disabilities Act, Titles II and III ("ADA") 2010 Accessibility Standards.

3.5 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 person.

3.6 Wading Pool. Children under the age of 7 using the wading pool shall at all times be directly supervised by a parent, legal guardian, other adult over the age of 18, or by a minor aged 16-17 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), as authorized by the parent or legal guardian. Any person not able to control his or her bodily functions must wear swim diapers beneath his or her bathing suit. No plastic, disposable or cloth diapers are permitted.

3.7 Children. No one 13 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 16-17 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 14-17 may swim unsupervised if expressly authorized on a Minor Release Form. All minors will need to have a valid pool fob. If approved

minors will be bringing guests that are between the ages of 14-17 without adult supervision, those minor guests also must have a Minor Release Form on file with the District before access will be granted to the pool. The Minor Release Form shall be submitted to the District Representative in substantially the form attached hereto as **Exhibit E**, as may be amended from time to time, prior to any use of the pool by children, as provided for in this Section.

An adult or a minor aged 16-17 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) must be in the pool and within reach of all children of non-swimming ability aged 9 and under. Adult chaperones or minors aged 16-17 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) are required to be in the pool area to supervise children aged 10-13, but are not required to be in the water if the children can swim.

Article IV

CLUBHOUSE

4.1 Use of the Clubhouse. The Clubhouse shall be available to all Users upon payment of the rental fee, security deposit and other fees set from time to time by the Board. The District may, in its discretion, decline rental of the Clubhouse for any event it deems to jeopardize the safety, health or welfare of the public. Rental of the facility includes the kitchen, common room, restrooms and exterior deck.

4.2 Capacity of Clubhouse. City of Arvada fire codes mandate that legal capacity of the Clubhouse be limited to one hundred twenty (120) persons. No rentals of the facility shall be allowed for greater than one hundred twenty (120) persons in attendance.

4.3 Security. Security personnel shall be required for all rentals during which sixty (60) or more persons will be present or for all rentals where alcohol will be present regardless of the number of attendees. Security personnel must be selected from a list of security personnel pre-approved by the District unless an alternate provider is screened and approved in writing by the District Representative prior to the scheduled rental. Approval of security personnel by the District does not constitute a warranty or guarantee of such security personnel's performance by the District. Notwithstanding the foregoing, no additional security personnel is required where the Rental Party is a governmental entity and security officers and/or law enforcement are attendees at the event.

4.4 Reservations. Users shall submit an Application for Facility Use (**Exhibit F**) for rental of the Clubhouse. Users must also complete a Clubhouse Reservation Agreement in substantially the form attached as **Exhibit G** and subject to the terms and conditions provided therein.

Article V

ENFORCEMENT

5.1 Disorderly or Offensive Conduct. The District and its Authorized Representatives may request any User to cease conduct that is:

1. In violation of District Policies;
2. Interferes with or is abusive toward any District Representative in the normal operation of the facility;
3. Interferes with any User, User's guest or other person's use or enjoyment of the facilities or is abusive to any such person; or
4. Criminal, tortuous, intimidating or threatening, or any behavior that might result in bodily harm or property damage.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the District Representative is authorized to use all reasonable means s/he deems necessary to stop such conduct, including, but not limited to, contacting local law enforcement, having the offending party removed from the Recreation Amenities and/or suspending the offending party's Recreation Amenities privileges. Any such suspension may be appealed first to the District Representative in writing. The District Representative will have fifteen (15) working days to investigate the incident and to make a decision. The District Representative shall notify the offending party in writing of their decision. The District Representative's decision may be appealed to the Board at the next regular District meeting. Any person refusing removal from the Recreation Amenities or attempting to enter or remain on the premises of the Recreation Amenities after their privileges have been revoked may be subject to arrest and prosecution for criminal trespass under Colorado law.

5.2 Violation of Recreation Amenities Policies. If anyone is found abusing the equipment, furniture or disobeying the Policies, disciplinary measures will be administered by any District Representative as follows without the necessity of any action of the Board:

First offense:	Verbal warning
Second offense:	Restricted from the Recreation Amenities for two (2) weeks
Third offense:	Restricted from the Recreation Amenities for one (1) month
Fourth offense:	Restricted from the Recreation Amenities for one (1) year

The Board shall be notified of all disciplinary measures by the District Representative and shall, in its discretion have the ability to impose other disciplinary measures as it deems appropriate at any point in time, which may include revocation of Recreation Amenities privileges for a User and/or User's family members. Any violations and disciplinary measures taken will be recorded in writing and kept on file by the District Representative. Offending parties may also be subject to other penalties and sanctions under Colorado law, including, but not limited to, prosecution under § 18-9-117, C.R.S. All violations may be reported to local law authorities as deemed necessary by the District Representative or the Board.

Additional fines, suspensions and other punitive measures may be imposed for violations of the terms of facility rental agreements.

EXHIBIT A
Recreation Amenities Use Form

**LEYDEN ROCK METROPOLITAN DISTRICT
PROPERTY OWNER FORM**

Property Address: _____

Out-of-District Address: (If Applicable) _____

Owner Last Name: _____ Owner First Name: _____

Home Phone: _____ Work/Cell Phone: _____

2nd Owner Last Name: _____ 2nd Owner First Name: _____

Home Phone: _____ Work/Cell Phone: _____

E-mail Address(s) for contact purposes: _____

Emergency Contact: _____ Telephone: _____
(Not Immediate Family)

NOTE: Minors must be accompanied by a Property Owner or another Additional Authorized User unless a Minor Release Form is on file with the District Manager.

ADDITIONAL AUTHORIZED USERS:

- Includes:
- Adult Children (18+);
 - Tenants/Renters;
 - Regularly Employed Caregivers (Nannies/Babysitters);
 - Immediate Family (incl. Grandparents/Grandchildren); and/or
 - Others Residing at Your Property Address

Additional Authorized Users **DO NOT** Include Guests.
Each cardholder is allowed to be accompanied by up to five (5) guests.

ALL ADULT ADDITIONAL AUTHORIZED USERS MUST COMPLETE AN AUTHORIZED USER FORM AND BE LISTED ON THIS PROPERTY OWNER FORM IN ORDER TO ACCESS THE RECREATION AMENITIES.

Authorized User Name	Sex	Relationship
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____

EACH PROPERTY OWNER MUST ALSO SIGN A WAIVER AND CONSENT FORM

**LEYDEN ROCK METROPOLITAN DISTRICT
WAIVER AND CONSENT FORM**

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

I, on behalf of myself, my children, if any, as well as my guests, children and authorized additional users listed on my Property Owner Form (if applicable), desire to participate in activities at the pool, clubhouse, tennis courts, sports fields or use other equipment, amenities, facilities, premises or property (collectively, the "Recreation Amenities") owned or operated by the Leyden Rock Metropolitan District No. 10 (the "District") for the benefit, use and enjoyment of the residents and property owners of the Leyden Rock Metropolitan District (the "District"), and recognize the possibility of physical injury and loss associated with activities, including, but not limited to, swimming and sports. I agree that I and my children 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 of the District, and have completed either the Property Owner Form, on which I am listed as an owner residing within the District, or an Additional Authorized User Form. I acknowledge that if I submit an Additional Authorized User Form, I must be listed as an authorized user on a Property Owner Form submitted by an owner of property within the District.

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

1. to release and agree 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 children, my guests, or my authorized users, in any way connected, directly or indirectly, with participation in activities and/or use of any equipment, facilities or premises of the District by me, my children, my guests, or my authorized users. I understand I agree here to waive all Claims I or my children may have against the District and agree that neither I, my children, nor anyone acting on my or my children's behalf, will make a Claim against the District as a result of any injury, damage, death or other loss suffered by me or my children, my guests, or my authorized users; 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 children or a family member, my guests, or my authorized users 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 children, my guests, or my authorized users; 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 of that of my children, my guests, and my authorized users 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 children, guests, and authorized users 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 injury sustained by me, my children, my guests, or my authorized users. I agree that use of the Recreation Amenities and participation in activities or events at the Recreation Amenities shall be undertaken by me, my children, my guests, or my authorized users 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

EXHIBIT B
Waiver and Consent Form

**LEYDEN ROCK METROPOLITAN DISTRICT
WAIVER OF RIGHTS, ASSUMPTION OF RISKS, RELEASE OF CLAIMS,
AND
AGREEMENT TO INDEMNIFY**

I am 18 years of age or older, or the legal guardian of the below named person, and in consideration of using or participating in activities, services and programs at Leyden Rock Metropolitan District (the “District”), District facilities, including but not limited to, the clubhouse, pools, pool deck, locker rooms, showers, play areas, dressing rooms, and workout areas (the “Facilities” of the District) must read and sign this Waiver of Rights, Assumption of Risks, Release of Claims, and Agreement to Indemnify (“Waiver”). The Facilities are managed by AdvanceHOA Management, Inc. (the “Facilities Manager”). This Waiver is not a waiver of the District’s protections under the Colorado Governmental Immunity Act.

PLEASE READ THIS WAIVER AND RELEASE CAREFULLY AND MAKE SURE YOU UNDERSTAND IT. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS.

As signor of this Waiver, you, and/or those of whom you are legal guardian to (collectively, “You”) recognize and acknowledge that participation in activities, services and programs including but not limited to: wading, recreational swimming, lap swimming, exercising, sun-bathing, use of any exercise equipment or machines, sports, and supervised or unsupervised activities and programs within the Facilities or outside the Facilities sponsored or endorsed by the District or Facilities Manager (each a “Recreational Activity” and together the “Recreational Activities”) and using or accessing the Facilities is HAZARDOUS and involves risk of serious personal injury and loss. The risks include, but are not limited to: bodily injury, cardiovascular stress or failure, slipping and falling, drowning, permanent disability, death, damage to personal property, collisions with other persons, exposure to inclement or dangerous weather, allergic reactions, insect or animal bites, severe social, emotional, or economic losses, sprains, broken bones, torn muscles or ligaments, and contraction of infection or disease. These injuries or losses might result from You or your guest’s conduct or omissions, the conduct or omission of others (including that of the District or the Facilities Manager, or both), the rules of play, or the condition of the Facilities or any equipment. You understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in **injury, death, illness or disease, or damage to property.**

Being fully aware that use of the Facilities and participation in Recreational Activities involves risks, You agree, covenant and promise and voluntarily assume all responsibility, all liability and all risks and dangers, whether or not described here, and whether or not such risks and dangers are known or unknown, foreseeable or unforeseeable, including but not limited to, for injury, death, illness, disease, or damage to property, arising out of or in any way connected with use of the Facilities and participation in Recreational Activities.

You agree that You are legally responsible for You and your guest’s actions, including but not limited to any damage to property and any personal injury or death caused by such actions. You understand and agree that the District and the Facilities Manager, and their respective officers, employees, agents, consultants, and representatives, are not and shall not be subject to, or liable for, any claims, demands, injuries, or damages whatsoever, irrespective of cause or origin, even if such claims, demands, injuries, or damages are caused, in

whole or in part, by the negligence of the District or the Facilities Manager, or their respective officers, employees, agents, consultants, or representatives. You expressly waive all claims, demands, injuries, and damages that You have or may have, now or in the future, against the District or the Facilities Manager (or both), which are related to, arising out of or in any way connected with participation in Recreational Activities or use of the Facilities.

You agree to RELEASE, WAIVE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND NOT ASSERT OR OTHERWISE MAINTAIN OR ASSERT ANY CLAIM against the District or the Facilities Manager, or their respective officers, employees, agents, consultants, and representatives, for any and all liability, claims, demands, causes of action or rights of action, loss, damages, or injury to persons or property, sustained by You, or your guests, which are related to, arising out of or in any way connected with participation in Recreational Activities or use of the Facilities, including attorney's fees and costs incurred.

You further agree, promise and covenant to INDEMNIFY AND HOLD HARMLESS the District and the Facilities Manager, and their respective officers, employees, agents, assigns, consultants, and representatives, for (i) any injury to person or property, death, illness, disease or damage, expenses and costs including attorney's fees, which may result from You or your guest's participation in any Recreational Activity or use of or access to the Facilities or other property owned by the District, including claims from third-parties; and (ii) any injury to person or property, death, illness, disease or damage, expenses and costs including attorney's fees. This agreement to indemnify and hold harmless applies equally to claims, losses, and injuries caused or alleged to be caused, in whole or in part, by the negligence of the District or the Facilities Manager, or both.

This Waiver applies to and binds You and your personal representatives, assigns, heirs, and next of kin.

BY SIGNING THIS WAIVER, YOU AGREE THAT YOU (1) HAVE RECEIVED SUFFICIENT INFORMATION REGARDING THE FACILITIES AND RECREATIONAL ACTIVITIES TO ASSESS THE POTENTIAL DEGREE OF RISK INVOLVED, AND THE EXTENT OF POSSIBLE INJURY, (2) UNDERSTAND THE ACTIVITIES AND POTENTIAL RISKS, (3) HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND THE EFFECT OF RELINQUISHING THE RIGHTS THAT YOU HEREBY WAIVE, (4) UNDERSTAND THIS WAIVER IS NOT A WAIVER OF THE DISTRICT'S PROTECTIONS UNDER THE COLORADO GOVERNMENTAL IMMUNITY ACT, AND (5) VOLUNTARILY SIGN THIS WAIVER.

I consent to the named person's participation in the Recreational Activities and use of the Facilities with knowledge of and in spite of the risks and I understand and acknowledge that by signing this document I have given up certain legal rights or possible claims which I might otherwise be entitled to assert or maintain against the District and the Facilities Manager, and their respective officers, employees, agents, assigns, consultants, and representatives.

_____	_____	_____	_____
Name	Date of Birth	Signature	Date
_____	_____	_____	_____
Address	City, State, Zip Code	Telephone number	

*Name of Participant

(*Complete if the participant is different than the signor)

EXHIBIT C
Pool Fob Request Form

**LEYDEN ROCK METROPOLITAN DISTRICT
POOL FOB REQUEST FORM**

Name (please print): _____
 Property Address: _____
 Out-of-District Address: (If Applicable) _____
 E-mail: _____
 Contact Number(s): _____

NEW FOB REQUESTS:

<u>Card Type</u>	<u>Price (per fob)</u>	<u>Quantity Requested</u>	<u>Total Cost</u>
New Pool Fob	\$0.00 (up to two)		
First Replacement Pool Fob	\$10.00		
Second or Subsequent Replacement Pool Fob	\$25.00		
Please pay the following total:			

CASH WILL NOT BE ACCEPTED AND WILL BE RETURNED.
 ALL CHECKS OR MONEY ORDERS SHOULD MADE OUT TO:
 "LEYDEN ROCK METROPOLITAN DISTRICT"

PLEASE SEND ALL PAPERWORK & FEES, INCLUDING THE MANDATORY FORMS TO:

Leyden Rock Metropolitan District
 c/o Advance HOA Management, Inc.
 P.O. Box 370390
 Denver, CO 80237

Office Use Only:

All Items Received: Y or N If Not: Date Returned to User: _____
 Processed By: _____
 Check No. _____ Money Order No. _____
 Date Activated: _____ Other Notes: _____
 Date Received: _____

EXHIBIT D
Pool Rules and Regulations

**POOL RULES AND REGULATIONS
LEYDEN ROCK METROPOLITAN DISTRICT**

1. **Pool Hours:** The Pool shall be open from Memorial Day through Labor Day with the following hours. Pool hours are subject to change without notice.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Pool Hours	5:00am-9:00pm						
AM Lap Swim	5:00am-9:00am						
Open Swim	9:00am-7:45pm				9:00am-9:00pm		
PM Lap Swim	8:00pm-9:00pm				n/a		

2. All users shall still be required to have a picture ID with them when using the facilities. Staff will have the right to do spot checks to verify eligibility to use the pool. Failure to provide this information when asked can mean suspension of your access rights and removal from the premises.

3. **No person 13 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 16-17 for whom a “minor release form” is on file with the District (and on which parents have expressly authorized their children to supervise other minors).** Children 14-17 may swim unsupervised after their parents turn in a “Minor Release Form” to use the amenities without adult supervision. All minors will need to have a valid pool fob. If approved minors will be bringing guests that are between the ages of 14-17 without adult supervision, those minor guests will also need to have a Minor Release Form on file with the District before access will be granted to the facilities.

4. An adult or a minor aged 16-17 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) must be in the pool and within reach of all children of non-swimming ability aged 9 and under. Adult chaperones or minors aged 16-17 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) are required to be in the pool area to supervise children aged 10-13, but are not required to be in the water if the children can swim.

5. Swimmers are to supply their own towels and swimwear.

6. Children under the age of 7 using the wading pool shall at all times be directly supervised by a parent, legal guardian, other adult over the age of 18, or by a minor aged 16-17 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), as authorized by the parent or legal guardian. Any person not able to control his or her bodily functions must wear swim diapers beneath his or her bathing suit. No plastic, disposable or cloth diapers are permitted.

7. Each property shall be allowed five (5) guests per day for use of the pool. If you will have more than this number of guests attending the pool with you, prior approval from the District representative will be required.

8. Pool is for use by residents or property owners of the District and their guests only unless all applicable non-resident user fees have been paid in advance.
9. All guests must wear proper attire when utilizing the swimming pool facility. No undergarments, cutoffs, or shorts (swimming suit shorts are allowed) will be allowed.
10. Animals (**except service animals**) are not allowed in the pool area, except as permitted during certain special events with prior approval of the District Representative and in accordance with the requirements of these Policies. Service animals are permitted within the pool area, but are not allowed in the pool water or to access other aquatic features. Service animals must be under the control of their handler at all times. All other animals must be accompanied and must be on a leash at all times. All Users are responsible for cleaning up after their animals. Pets may not be left outside the pool area unattended, or tied to the fence, at any time.
11. Food and drink are permitted in the pool area. **No glass** containers are allowed in or around the pool area. Only plastic and paper containers may be used. User must clean up after themselves. **No alcohol is permitted in the pool area at any time, unless permitted during a special event and with prior approval of the District Representative and in accordance with the requirements of these Policies. Failure to adhere to this rule may cause loss of pool privileges.**
12. No running, shoving, dunking, rough play, or excessive noise is allowed in the pool or locker room area. **FOUL, ABUSIVE OR LOUD LANGUAGE WILL NOT BE TOLERATED AND YOU WILL BE ASKED TO LEAVE THE FACILITIES.**
13. The only play balls allowed in the pool shall be Nerf-type balls and inflatable plastic beach balls. Tennis balls, golf balls, footballs, basketballs, or other hard balls will not be allowed.
14. Squirt guns, diving toys and reasonably sized floatation devices shall be allowed as long as use of these items does not interfere at any time with another individual's enjoyment of the facility.
15. With the exception of squirt guns, no weapons of any kind shall be allowed on or around the Recreation Amenities, including but not limited to pocket knives or guns.
16. No bicycles, skateboards, roller blades, or similar are permitted in the pool area, in front of the entrance gates and on or about landscaped areas. Bicycles will need to be stored in the bicycle racks provided.
17. No hanging on lane/pool dividers is permitted.
18. Smoking and/or tobacco, marijuana and other similar products are not permitted in the pool area or within 25 feet of the pool fence. The use of illegal drugs is not allowed.
19. The District is not responsible for any loss or theft of personal belongings.
20. Radios and other electronic devices must be played so as not to offend others.

21. Failure to follow the pool rules may result in forfeiture of your deposit, suspension of pool privileges, and/or proper authorities being notified.

22. Pool may be closed when air temperature is 65 degrees and below, or when lightning is spotted.

EXHIBIT E
Minor Release Form

**LEYDEN ROCK 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 13 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 16-17 for whom a Minor Release From is on file with the District and on which such minor's parents have expressly authorized their child aged 16-17 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 14 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 16 to 17 (**check all facilities that are authorized for use by the minor(s)**):

_____ Pool(s)

I further authorize/do not authorize those minor(s) listed above who are at least 16 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 a District Representative 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 F
Application for Facility Use and
Waiver and Consent Form

LEYDEN ROCK METROPOLITAN DISTRICT Application for Facility Use

Applicant Name: _____

Applicant Address: _____ **State:** _____ **Zip:** _____

Daytime Phone #: () _____ **Alt./Cell:** () _____

Email: _____ **Contact Person On-Site:** _____

Date Requested: _____ **Purpose of Rental:** _____

Facility Requested: _____ **Will Alcohol Be Present*:** Yes No **Est. Attendance*:** _____
(If alcohol will be present security and additional liquor liability insurance is required.) (If more estimated attendance is more than 60 persons, security is required).

Clubhouse **Deposit:** _____ **Fee:** _____
Time: From _____ am/pm To _____ am/pm (Hours: 10am – Midnight)
Max. Persons: 120

Required to be submitted with application: Mail completed paperwork to: Leyden Rock Metropolitan District , 17685 West 83rd Drive, Arvada, Colorado, Phone: 303-423-0270

- Completed Application
- Completed Clubhouse Rental Agreement(s)
- Rental Fee – Check made payable to Leyden Rock Metropolitan District
- Deposit – Separate check made payable to Leyden Rock Metropolitan District
- Signed Waiver and Release from Liability and Agreement to Indemnify
- Liquor Liability

INDEMNIFICATION/WAIVER OF LIABILITY: Applicant, its successors and assigns, assumes all liability and risk and will defend, indemnify and hold harmless the Leyden Rock Metropolitan District (the “District”), the District’s directors, staff, employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorneys’ fees, caused by, resulting from, or in any way arising out of the use of the District’s facilities by the applicant, its guests, licensees, invitees, agents, contractors, subcontractors, employees, successors, and/or assigns.

Signature: _____ **Date:** _____

For Internal Use Only	
Rental Application, Agreement, Rental Fee & Deposit Reviewed By: _____ Date: _____	Fee Pd. \$ _____ Check # _____
Special Instructions:	Deposit Pd. \$ _____ Check # _____
	Lifeguard Fee Pd.: \$ _____ Check # _____
	Security Fee Pd.: \$ _____ Check # _____
	Total Pd. \$ _____

EXHIBIT G
Clubhouse Rental Agreement

Leyden Rock Metropolitan District

c/o Advance HOA Management, Inc.

P.O. Box 370390

Denver, CO 80237

303-482-2213

303-495-5895 (fax)

Clubhouse Rental Agreement

This Clubhouse Rental Agreement (“Agreement”) is made this ____ day of _____, 20__ by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and _____ (the “Rental Party”) for use of the District Clubhouse.

1. Availability. District sponsored programs and activities have priority of use of District facilities; therefore, consecutive nightly, weekly or monthly usage may not be available. The Rental Party represents that the event is a private function, by invitation only, and is not open to members of the general public. It is also acknowledged that the Rental Party’s right to use the Clubhouse for this event is subject to: (a) the District’s Rules and Regulations, (b) being in good standing with the District at the time this Agreement is signed, and at the time of the event, and (c) prior reservations. The Rental Party must be at least 18 years of age to reserve a facility or 21 years of age if alcohol will be present.

2. Rental Rates.

	Deposit	Rental Rate per Hour	Restrictions
Resident of the District	\$250	\$150 for the first 3 hours \$35 for each additional hour	None.
Non-Resident of the District	\$250	\$250 for the first 3 hours \$50 for each additional hour	None.
District Informal Committees	\$250	\$0	None.
Charitable Organizations	\$250	\$0	None.

3. Security. **Security personnel are required for all rentals during which sixty (60) or more persons will be in attendance or if alcohol will be present.** If security personnel are required, the Rental Party will be responsible for all costs related thereto. In the event this provision is violated by the Rental Party, the Rental Party shall automatically be assessed a minimum penalty of \$250 and may be suspended from all Clubhouse privileges for a period of up to 12 months at the discretion of the Board of Directors of Leyden Rock Metropolitan District (the “Board”) or District Manager. Below is a list of security companies that may be willing to provide security personnel for your event. The District does not endorse or is the District affiliated with any of these companies. Approval of security personnel by the District does not constitute a warranty or guarantee of such security personnel’s performance by the District.

Metropolitan Protective Services Phone: 720-222-0757	American Hawk Security Phone: 303-522-1360	Great Events of Colorado Phone: 303-408-3187
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4. Reservations/Cancellation. Reservations will not be considered final until approval is granted, and the appropriate fee(s) and deposit(s) have been received. Rentals are approved on a first-come, first-served basis. It is not guaranteed that the requested date will be available. Functions may be cancelled without penalty by the Rental Party by sending written notice to District staff no less than seven (7) days in advance. It is understood that the penalty for cancellation of a function less than seven (7) days in advance is a forfeiture of the Rental Fee. The District may terminate this Agreement prior to the day of the event if the District, in its sole discretion, determines that use of the Clubhouse for the event will adversely affect the public health, safety or welfare. Upon termination of this Agreement by the District, the District shall refund the full Deposit and the full Rental Fee (as shown on the Application for Facility Use (the "Rental Application") to the Rental Party.

5. Use of Facilities. The Rental Party shall have exclusive use of the Clubhouse during the Rental Period, for the sole purpose of staging the event as described in the Rental Application. Only the kitchen, common room, restrooms, and covered patio area are reserved under this Agreement. The pool, grills, play-area and any other amenities are not reserved under this Agreement and may be used by homeowners on a first-come, first-served basis.

6. Payment. It is agreed that all payments will be made at the times specified in the Rental Application. Payment of the fees and charges shall be by check or credit/debit card.

7. Use of Pool. The pool area is available to all residents during normal operating hours. The Rental Party acknowledges that they are renting the Clubhouse only and will not have use of the pool area. The Rental Party agrees that no one in the Rental Party's event will interfere with use of the pool by others.

8. Set Up / Cleaning. All set up, take down, and clean-up is the responsibility of the Rental Party. Upon conclusion of the event, the Clubhouse will be left in its pre-event condition, all decorations will be removed, and trash will be bagged, removed from the facility, and placed in the trash receptacle in the parking lot. All equipment and furniture will be returned to their proper storage locations or removed, as applicable. Standard cleaning, including vacuuming, surface cleaning, mopping hard floors, cleaning the kitchen, refrigerator, and restrooms will be performed, as needed, by the Rental Party. The Rental Party will also be responsible for cleanup of the exterior grounds if needed.

9. Condition of Facilities. A pre-event condition checklist is to be completed by the Rental Party. The Rental Party is responsible for reporting any existing damage of the facility to District staff before their event begins on the provided checklist. Failure to report damage will result in the Rental Party accepting responsibility for all existing damage. The Rental Party agrees to complete the checklist given at the time of reservation. As soon as reasonable after the event, a District representative will perform an inspection of the Clubhouse. The District shall be entitled to take such actions as required to restore the Clubhouse to its condition immediately preceding the event, and the Rental Party shall be responsible for all costs and expenses incurred by the District related to such actions.

10. Damage/Security Deposit. The Rental Party agrees that if, in the sole judgment of District staff, the District must incur costs to restore the Clubhouse or any of the District's facilities to its/their pre-event condition, the District shall be entitled to apply the full Deposit or any portion thereof against such costs. If the Deposit is insufficient to pay for the damages and/or clean up, the Rental Party agrees to pay for any and all additional costs. The Rental Party further agrees that the District may invoice the Rental Party for any charges in excess of the Deposit. The Rental Party agrees to pay any such invoice charges within thirty (30) days, and if any such invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid. Such unpaid amounts shall become part of the fees and charges due and owing by the Rental Party to the District and shall constitute a perpetual statutory lien against the real property owned by the Rental Party (or the Owner as set forth on the signature page) pursuant to § 32-1-1001(1)(j), C.R.S. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the District. The District shall refund the Deposit, or any

remaining amount thereof, within thirty (30) days from the first business day immediately following the event, to the Rental Party.

11. Alcoholic Beverages. Alcoholic beverages may be served as long as the Rental Party abides by the following conditions: **(IF ALCOHOL IS TO BE PRESENT, THE RENTAL PARTY IS REQUIRED TO HAVE OFF-DUTY POLICE OFFICER(S) OR SECURITY.)**

- a. No fee will be charged, either directly or indirectly (*i.e. no cash bar*) for the consumption of alcoholic beverages.
- b. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.
- c. It is acknowledged that the District does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The Rental Party shall be solely responsible for compliance with the liquor laws of the State of Colorado. No alcoholic beverages will be served or consumed outside of the Clubhouse.
- d. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the Clubhouse premises, the Rental Party shall take action to have such beverages removed from the premises. If necessary, the Rental Party will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under 21 years old, the Rental Party will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.
- e. If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Clubhouse premises, the Rental Party will take action to have such activities stopped, and if necessary, notify the police to seek assistance.
- f. The Rental Party agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The Rental Party agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.
- g. The Rental Party shall indemnify and hold harmless the District for any claims, actions, or suits brought by third-parties against the District for any damages caused as a result of Rental Party's failure to comply with the provisions of this Agreement.
- h. The Rental Party is required to provide a Host Liquor Liability Insurance Policy naming "Leyden Rock Metropolitan District" as an additional insured in an amount of \$1,000,000.
- i. **Security personnel are required for all rentals during which alcohol will be present. No exceptions will be granted.** If security personnel are required, the undersigned will be responsible for all costs related thereto. Security personnel must be approved by District staff. ***In the event this provision is violated by the Rental Party, the Rental Party shall automatically be assessed a minimum of \$250 penalty and shall be suspended from all Clubhouse rental privileges for twelve (12) months.***
- j. If the Rental Party indicates that no alcohol is needed and shows up to the reservation with alcohol, a portion or entire amount of your deposit will be forfeited, along with your right to rental facilities, and your reservation will be canceled if alcohol is not removed prior to the start of the reservation.

12. Smoking/Tobacco. The Rental Party acknowledges that the Clubhouse and pool areas are **NONSMOKING** facilities. No smoking or use tobacco is allowed anywhere within the Clubhouse and the

fenced areas of the pool, or within 25 ft. of the Clubhouse, pool or play area, at any time. The Rental Party agrees that violation of this provision will be sufficient reason for assessment of an additional \$100.00 fine.

13. Use Restrictions. No staples, nails, tacks, pins, tape or screws are allowed to be fastened by the Rental Party to any District facility at any time. The Rental Party agrees that use under this Agreement will comply with all laws of the United States, the State of Colorado, all ordinances, rules and regulations of Jefferson County and the City of Arvada and the requirements of the District, District staff, local police and fire departments. The following use restrictions shall be in effect at all times:

- a. Excessive noise or misconduct shall be grounds for immediate revocation of the right to use the facilities. All music must be kept at levels that do not disturb the reasonable peace and quiet of any citizen. All noise shall be confined within the building and doors will remain closed when music is playing.
- b. Upon sufficient cause and in the interest of the safety of the public, the District, its authorized representatives (including private security) and the Arvada police department shall have authority to close the Clubhouse to public and private activities.
- c. City of Arvada fire codes mandate the legal capacity of the Clubhouse. Doors may not be blocked; a clear five-foot width pathway to ensure safe exit must be maintained. Throwing rice, birdseed or confetti is not permitted. Special permission may be granted on a case-by-case basis.
- d. No weapons of any type or fireworks are allowed in the Clubhouse or the immediately surrounding area.
- e. No balloons inflated with helium or any similar gas are allowed in the Clubhouse.
- f. Events of a commercial nature may be held in the Clubhouse provided that the Rental Party submits Rental Application, completes and executes this Agreement, and pays the applicable deposit and rental fees.
- g. The Rental Party is required to be present for the entire event, including the mandatory checkout.
- h. The Rental Party agrees to comply with all state and local laws, ordinances, and regulations, including, but not limited to, those governing the serving and/or consumption of alcohol, parking, open container, noise, disorderly conduct, or loitering. The Deposit may be forfeited as the result of violating these provisions.

14. Parking. The Rental Party acknowledges that parking is available only on a first come, first serve basis. Function guests may not park in areas designated as no parking areas. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense.

15. Vendors and Suppliers. All Rental Parties will furnish their own equipment and materials unless specifically designated on the Rental Application. Subject to prior agreement being made with District staff, the Rental Party agrees that entertainment companies, caterers, florists, photographers and all other third parties providing services for the event, will coordinate their arrival and departure times to coincide with the base use period. If the facility is not left vacant after the completion of the rental, it is understood that the actual costs of tear-down will be assessed, and the Rental Party will be responsible for all cleaning, storage, and rental fees during the time premises are not vacant.

16. Loss. The District is not responsible for lost or stolen articles.

17. Exceptions. Any exceptions to the provisions set forth in this Agreement will be considered by the District on an "as requested" basis and such requests shall be submitted in writing.

18. Breach of Agreement/Fines. The Rental Party agrees that violation of any of the above provisions or the District's Rules and Regulations may result in fines of up to \$250.00 per violation, forfeiture of the Deposit, and additional fees/fines, being billed to the Rental Party, at the discretion of the Board or District staff. Further, any such violation may preclude the Rental Party from using District facilities in the future, in the discretion of the Board or District staff. The District shall have all rights available under law and the District's governing documents for enforcement of the provisions of this paragraph.

19. Insurance. The Rental Party agrees that it will be responsible for all insurance respecting the facilities during its use under this Agreement, and will assert no claim of coverage under any insurance policy of any District applicable during the period of such use.

20. Limitation of Liability and Indemnification. Rental Party accepts full responsibility for all guests and agrees to be financially responsible for any damage caused by them, even if such costs exceed the amount of the Deposit. Rental Party releases and agrees to fully indemnify, hold harmless and defend the District and its representatives from all liability resulting from Rental Party's use of the Clubhouse and surrounding area, including liability for any attendee to Rental Party's function. Rental Party agrees to save, indemnify, defend and hold harmless the District and its officers, directors, agents, employees, contractors and subcontractors against any and all damages, losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees arising out of any claim asserted by the undersigned, his or her family, guests, employees, invitees or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the Clubhouse. Rental Party expressly acknowledges and agrees that the activities at the facility may be dangerous and involve risk or serious injury and/or death and/or property damage and hereby assumes full responsibility for the risk of bodily injury, death or property damage resulting from the negligence of the District or otherwise while in or upon the District's facilities or for any purpose while participating in the event which is the subject of this Agreement. Rental Party hereby releases, waives, discharges and covenants not to sue the District, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which the Rental Party now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the facilities by the Rental Party, or any person using the reserved facilities. Rental Party expressly agrees that this reservation, release and indemnification is intended to be as broad and inclusive as is permitted by the law of the state of Colorado, and further that if any part hereof is held invalid, the remainder of this section and this Agreement shall continue in legal force and effect.

21. Animals. No animals, except documented service animals for the disabled, are allowed in the facilities.

22. Severability. If any portion of this agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

23. Miscellaneous. This agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.

24. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

25. Counterpart Execution. This Addendum may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be

deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

Rental Party has read and fully understands and has voluntarily signed this Agreement. Rental Party understands that this is a legal document and has had the opportunity to consult legal counsel or by signing below waives the right to do so. Rental Party shall be considered the legally responsible party for compliance with all rules and regulations of the District. Failure to fully comply with the terms and conditions of this Agreement and all rules and regulations of the District may result in the forfeiture of the Deposit and the Rental Party's ability to rent facilities in the future.

BY MY SIGNATURE BELOW, I HEREBY SWEAR TO HAVE READ AND UNDERSTAND, AND AGREE TO COMPLY WITH, THIS CLUBHOUSE RENTAL AGREEMENT, AND HAVE READ, AM FAMILIAR WITH, AND AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE DISTRICT.

X

(Rental Party Signature) Date

(District Staff Signature) Date

X

(Rental Party Name)

(District Staff Print Name)

Comments:

OWNER CERTIFICATION (if applicable)

I, _____, THE OWNER OF THE PROPERTY LOCATED AT _____, GIVE PERMISSION FOR MY RENTER TO USE THE CLUBHOUSE AND UNDERSTAND THAT ANY DAMAGES, LIABILITIES, ETC. ARE ULTIMATELY MY RESPONSIBILITY.

SIGNATURE: _____ **DATE:** _____