

**AMENDED AND RESTATED RESOLUTION
OF THE BOARD OF DIRECTORS OF
INSPIRATION METROPOLITAN DISTRICT**

ADOPTING A VIDEO RECORDING POLICY

WHEREAS, Inspiration Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized pursuant to Article 1, Title 32, Colorado Revised Statutes; and

WHEREAS, the District was organized for the purpose of providing certain improvements, facilities and services to and for the use and benefit of the District, its residents, users, property owners and the public; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board of Directors of the District (the “**Board**”) has the power to adopt, amend, and enforce bylaws and rules and regulations for the purpose of carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the District adopted a Video Recording System Policy on August 15, 2018 (the “**Original Policy**”), and now desires to amend and restate the Original Policy to include an additional camera placement location; and

WHEREAS, the District has installed video recording cameras at the Inspiration Club, swimming pool, Hops Garden, fire pits, neighborhood activity centers (“**NACs**”), the Gartrell tunnel (box culvert), dog park, tennis courts, skate features, and entry gates; and

WHEREAS, the Board desires to adopt a Video Recording System Policy (the “**Policy**”), attached here to as Exhibit A, to establish a policy concerning the purpose, use, and access to such video recordings.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. **Video Recording System Policy**. The District hereby adopts the Policy, attached hereto as Exhibit A, as may be amended from time to time.

2. **Effective Date**. The provisions of this Resolution and the Rules and Regulations shall take effect on July 12, 2022.


ADOPTED THIS 12th DAY OF JULY 2022.

INSPIRATION METROPOLITAN DISTRICT

DocuSigned by:


1689038165844
Officer of the District

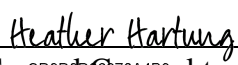
ATTEST:

DocuSigned by:


E545AD00E25E466...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:


General Counsel to the District

EXHIBIT A

Video Recording Policy

Inspiration Metropolitan District VIDEO RECORDING SYSTEM POLICY Adopted 12th day of July 2022

The Inspiration Metropolitan District ("District") Board of Directors is responsible for implementing, enforcing, and monitoring the deployment, use, and viewing of all video recordings made by or on behalf of the District. In order to ensure that the District's video recordings are not mistakenly relied upon as a device for preventing criminal activity or other injury or damage to persons or property, or that the video recordings are not abused or misused, the Board of Directors desires to adopt this policy concerning the purpose, use, and access to such video recordings. Therefore, the District hereby adopts the following policy:

Purpose

The District makes limited use of video recording systems at the Inspiration Club, swimming pool, Hops Garden, fire pits, neighborhood activity centers ("NACs"), the Gartrell tunnel (box culvert), and entry gates. Video recording systems are primarily used to record access at the District's building entrances, entrances to the District's swimming pool, activities in and around the Inspiration Club, and the swimming pool and grounds, Hops Garden, NACs, and the Gartrell tunnel (box culvert), dog park, tennis courts, skate features, and activities at entrances to the community. This policy applies to all video recording systems installed by the District but does not apply to personal recording equipment installed by residents.

Video recording equipment may be placed by the District in visible locations which present the best recording options with respect to desired coverage, specific recording targets, and ambient lighting conditions. Cameras will be positioned so as to not willfully intrude on a homeowner's property or privacy. Signage will be erected by the District in conspicuous locations notifying all parties that the area is under video recording. Video recording cameras are never used in areas where the District's members, guests, or employees would have an expectation of privacy, such as restrooms, showers, or locker rooms. Members, guests, and employees should not have a reasonable expectation of privacy in and around the Inspiration Club, the swimming pool, and grounds or entrances to the community, other than in restrooms, showers, and locker rooms. No other video recording system may be installed in the District's common areas without the prior approval of the Board of Directors.

Management of Video Recording Systems

The District may hire a security company to be responsible for the management and monitoring of all video recording systems used by the District. If hired, the security company, along with the Board of Directors, will have exclusive control over the video recordings, and will release video recordings produced by this system upon prior

approval of the Board of Directors in accordance with this policy.

Video Recording Monitoring

The video recording systems are capable of being monitored by the hired security company. However, security officers do not generally view recording videos except in response to a specific incident triggered by an alarm, or as requested by the Board of Directors.

Video Recording

All video recording cameras installed by the District are capable of continuous recording by a digital video recording system. Recorded video is used for the purposes described above.

Recorded video may be made directly available to District Members, guests, or employees upon approval of the Board of Directors in connection with the investigation or prosecution of a criminal or civil matter, and upon execution of a waiver and release of liability by the requesting party on a form required by the Board of Directors, but generally will not be made available to the general public except in compelling circumstances as determined by the Board of Directors. In the event that a security incident occurs in the areas where video recording coverage is available, at the discretion of the Board of Directors, or upon request of the Douglas County sheriff or another affected party and upon approval of the Board of Directors, the District's hired security company will review the recorded video and make a determination if any video relevant to the incident is available. The Board of Directors will then determine whether the video recording should be released for the purposes described above.

Subject to the above provisions, if relevant video is available, a permanent video clip of the incident will be produced and made available to the requesting party. Without execution of a waiver and release of liability, the District will also provide video recordings in response to a criminal investigation, subpoena, court order, or insurance investigation if the video recording is available.

Limitations of Video Recording Systems

District Members, guests, and employees should be aware that a security officer is not actively watching the video cameras, and Members, guests, and employees should not have an expectation that they are under continuous surveillance or recording when they are in the range of a camera. District Members, guests, and employees should also be aware that the video recording system at the Inspiration Club, swimming pool, and entrance gates has cameras that cover only a small fraction of the District's common areas, and even when camera coverage exists, it may not provide the level of detail necessary to spot suspicious activity or identify criminals or other persons causing damage or injury to persons or property.

**INSPIRATION METROPOLITIAN DISTRICT
RELEASE, WAIVER, COVENANT NOT TO SUE,
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
(Video Recordings)**

The undersigned, in consideration of the Inspiration Metropolitan District (hereafter "District") providing me with a copy of a video recording clip (hereafter the "Video Recording Clip"), and for myself, my family members, heirs, administrators, personal representatives, successors, and assigns, sign this Release, Waiver, Covenant Not to Sue, Indemnification, and Hold Harmless Agreement (hereafter "Agreement") and state and agree as follows:

1. **Waiver, Release, and Agreement Not to Sue.** I waive, release, discharge, and agree not to sue or make any and all claims against the District and its respective officers, agents, directors, members, managers, partners, employees, subcontractors, or independent contractors ("Protected Parties"), arising out of or related to: (a) the making, monitoring, or release of any video recording made, monitored, or kept by the District or its hired security company; (b) the failure of the District to make, monitor, or keep any video recording; (c) the absence of any video recording; (d) the contents of any video recording or any actions depicted in the video recording; (e) the failure of the video recording system to record events; or (f) the clarity of the Video Recording Clip, including in all cases even if the action or failure to act constitutes negligence. This waiver, release, discharge, and agreement not to sue includes specifically, without limitation, any claims for injuries, death, losses, actions, claims, judgments, or damages of any kind and nature to persons or property, and includes claims for recovery of attorneys' fees and court costs, which I, my heirs, personal representatives, executors, administrators, successors, and assigns may now have or have in the future against the Protected Parties, or any of them, arising out of or in any way related to the making, monitoring, and release of the District's video recordings. I further agree not to sue any of the Protected Parties for any of the matters waived or released under this paragraph.

THIS WAIVER, RELEASE, DISCHARGE, AND AGREEMENT NOT TO SUE SHALL BE EFFECTIVE EVEN IF THE CLAIM, LOSS, INJURY, OR DEATH RESULTS FROM THE NEGLIGENCE OF THE DISTRICT OR ANOTHER PROTECTED PARTY.

2. **Indemnification and Hold Harmless.** I agree to indemnify, hold harmless, defend, and reimburse the Protected Parties from all claims, damages, third party claims, and losses, including their own expenses, damages, attorneys' fees, and court costs that arise from or are related to my obtaining and use of the Video Recording Clip, including the acts or events depicted in the Video Recording Clip (except the gross negligence or willful or wanton acts of any of the

Protected Parties themselves).

3. **Nondisclosure.** Without further permission from the District's Board of Directors, I agree that I will not disclose the Video Recording Clip, nor any part of it or its contents to any third party, except that this paragraph shall not apply to any request for information by law enforcement officers in pursuance of their duties in connection with criminal investigations, subpoena in criminal or civil proceedings, court order, or insurance investigations.

4. **No Promise or Inducement.** This Agreement is executed without reliance upon any promise, statement, or representation by the Protected Parties, or any of them, or their representatives or attorneys, concerning the contents of the Video Recording Clip. I acknowledge and agree that this Agreement shall be construed broadly to provide waivers, releases, and indemnification to the maximum extent permissible under Colorado law.

The terms of this Agreement shall serve as a complete release, waiver, indemnification, and agreement to hold the Protected Parties harmless.

All statements above shall bind me, my heirs, personal representatives, executors, administrators, successors, and assigns, and are not merely recitals. I acknowledge that the Protected Parties have relied upon these terms, and that without this Agreement, the District would be unwilling to provide me with the Video Recording Clip.

I have read and fully understand the legal consequences of this Agreement and acknowledge that I have been advised to have my attorney review this Agreement prior to my signing it.

READ THIS RELEASE, WAIVER, COVENANT NOT TO SUE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT CAREFULLY, ASK ANY QUESTIONS BEFORE SIGNING, AND RETAIN A COPY. YOUR SIGNATURE ACKNOWLEDGES THAT YOU FULLY UNDERSTAND THE TERMS OF THE AGREEMENT, BELIEVE IT IS FAIR AND REASONABLE, AND AGREE TO ITS TERMS.

I acknowledge review and approval of this Agreement on this ____ day of _____ 20__.

NAME: _____