

RESOLUTION NO. 2024-03-04

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE PRAIRIESTAR METROPOLITAN DISTRICT NO. 2
ADOPTING THE RULES AND REGULATIONS OF
THE GARDENS AT PRAIRIESTAR FOR THE 2024 GROWING SEASON**

A. PrairieStar Metropolitan District No. 2 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the Town of Berthoud, County of Larimer, Colorado.

B. The District operates pursuant to its Service Plan approved by the Town Board of Trustees of the Town of Berthoud, Colorado on July 27, 2010, as the same may be amended and/or modified from time to time (the “**Service Plan**”).

C. Pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power “to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district.”

D. PrairieStar, Inc. (the “**Master Developer**”) has caused to be recorded the Declaration of Protective Covenants of PrairieStar, recorded on November 18, 2014, at Reception No. 20140066221 of the County of Larimer, Colorado, real property records, as the same may be amended and/or modified from time to time (the “**Covenants**”) applicable to the real property within the District (the “**Property**”).

E. Pursuant to Section 32-1-1004(8), C.R.S., and pursuant to the District’s Service Plan, a metropolitan district may provide covenant enforcement within the District if the declaration, rules and regulations, or any similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement or design review entity.

F. The Covenants provide that it is the intention of the Master Developer to empower the District to provide covenant enforcement services to the Property.

G. In 2021, the District took over the management of a community garden located within the District (“**The Gardens at PrairieStar**”), previously managed by the Master Developer.

H. To provide for the orderly and efficient enforcement of the Covenants, the District adopted Resolution Nos. 2021-03-02 and 2022-03-01, respectively, rules and regulations for the 2021 and 2022 growing seasons at The Gardens at PrairieStar.

I. The District now wishes to adopt rules and regulations for The Gardens at PrairieStar for the 2024 growing season.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PRAIRIESTAR METROPOLITAN DISTRICT NO. 2, LARIMER COUNTY, COLORADO:

1. The Board of Directors of the District hereby adopts the Contract Rules, Terms, and Conditions for Participation of The Gardens at PrairieStar for the 2024 growing season as described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Rules and Regulations**”) effective March 20, 2024.

2. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2024-03-03]

APPROVED AND ADOPTED March 20, 2024.

**PRAIRIESTAR METROPOLITAN
DISTRICT NO. 2**

By: 
BCD9646737A44DD...

President

Attest:


FEFF1B6D70F74A5...

Secretary or Assistant Secretary

EXHIBIT A

RULES AND REGULATIONS OF THE GARDENS AT PRAIRIESTAR

The Gardens at PrairieStar
Contract, Rules, Terms, and Conditions for Participation
For the 2024 Growing Season
As Approved by PrairieStar Metropolitan District No. 2 on March 20, 2024

PrairieStar Metropolitan District No. 2 (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado. The Gardens at PrairieStar (the “Community Garden”) is managed by and included within the District and is made available for use by District residents and other members of the public as a neighborhood amenity. A map of the Community Garden is attached.

Kellison Corp. (the “District Manager”) is responsible for ensuring that the Community Garden contract, rules, terms, and conditions for participation (hereafter referred to as “Rules”) are followed.

Connor DeHart, District Manager

Kellison Corp.

Connor@kellisoncorp.net

Phone: (970) 236-1279

The District reserves the right to terminate the use of the property for the Community Garden. The District will administer the fees described below.

HOURS

The hours of the Community Garden are from dawn to dusk seven (7) days a week. In order to stay water-wise, we recommend watering only three (3) days per week. Watering will be on an honor system. Only ‘hand-watering’ allowed with a hose and nozzle or wand are permitted. Do not water more than 20 minutes per plot, in mornings/evenings. Always attend to your hose while watering. Do not flood water your plot(s). Keep evaporation down by watering close to the base of the plants. Do not water pathways or outside of your plot(s).

GARDEN PLOTS

Garden plots are 12 x 12 feet in size.

Plots are available on a first-come, first-served basis. If more gardeners are interested than plots are available, their names will be placed on a waitlist and plots will be assigned as they become available. Preference for plots for the 2024 growing season will be given to last year’s participants first.

Garden plots may be shared by multiple gardeners. Each gardener’s name and signature must appear on this contract and each gardener must sign a waiver.

FEES

For the 2024 growing season, the following plot fees are required for the use of the Community Garden:

Non-Refundable Fees:

- District residents = \$40 per plot
- Non-District residents = \$60 per plot

Before a plot can be assigned, gardeners must pay all fees in full, and sign both this, “The Gardens at PrairieStar Contract, Rules, Terms and Conditions for Participation” and “PrairieStar Waiver and Release of all Claims.”

Breaking any of the Rules is cause for exclusion from the Community Garden and loss of your plot(s).

- You will receive one verbal or email warning from the District Manager.

- If no response or correction has been made, you will receive written notice one week later.
- In another two weeks, if no response or correction has been made, you will receive written final notification that you have forfeited your gardening privileges and plot(s).
- You will be allowed to reapply for another garden plot only after one year, and only at the discretion of the District Manager.

Rules, Terms and Conditions for Participation

If accepted as a gardener, I will abide by the following rules, terms, and conditions:

1. I use this garden at the sole discretion of the District. I agree to abide by its policies and practices.
2. Once I have been assigned a plot, I will cultivate and plant it within two (2) weeks.
3. I am responsible for the maintenance and upkeep of my garden plot. I will take care of my garden plot for the entire 2024 growing season. This includes watering, weeding, harvesting, and any other garden related maintenance. I will care for my garden at least once per week.
4. I will notify the District Manager if I am unable to care for my garden plot(s) or I will arrange for another gardener to care for my garden plot(s) in any given week. I understand that if my plot remains unattended for more than three (3) weeks, my plot(s) is subject to reassignment. I also understand that I will be responsible to clean up all plant material, non-plant material including trellis, boards, wire, rope, string, weed block fabric, straw, stepping stones, produce towers, etc. from my forfeited plot(s) within one (1) week after I am notified of the plot(s) reassignment.
5. I will not expand my garden plot beyond the 12' x 12' boundaries or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow more than six (6) feet high. I will keep my plot free of weeds, pests, and diseases.
6. I will water my garden or arrange to have another gardener water my garden.
7. When watering, I will not drag hoses through others' plots. I will try to avoid overspray and be courteous to other gardeners waiting to use the hose. After watering, I will turn off the water spigots, roll up the hoses near water risers, and return watering devices to their storage location. I understand that all watering must be attended.
8. I will not water other gardener's plots without their permission.
9. I will respect the tools, hoses, and other equipment provided by the Community Garden. I will clean tools after each use and return them to the storage shed after I use them.
10. By the end of the 2024 growing season, **end of the day on the first Monday in November (November 11, 2024)**, I will clear my plot(s) of all plant material, non-plant material including trellis, boards, wire, rope, string, weed block fabric, straw, stepping stones, produce towers, etc. I understand if I do not clean my garden plot(s) by this date, the garden plot will not pass Inspection. If my plot(s) fails to pass Inspection and is not marked as clean, I will receive written notice on or before November 16, alerting me that further clean-up is necessary.

11. Anything I bring from my home I will take back home. I will not bring household trash and leave it at the Community Garden. Furthermore, I will keep my plot, paths, and surrounding areas clean and neat.
12. I will not smoke, use chewing tobacco, drink alcoholic beverages, use illegal drugs, or have open flames in the garden. I acknowledge tobacco smoke is dangerous to all who breathe it, and tobacco is a carrier of the mosaic virus which can kill some plants.
13. Guests and visitors, including children, may enter the Community Garden only if I accompany them. They must follow all rules, terms, and conditions stated here. I will supervise my children at all times when they are in the Community Garden. I am solely responsible for the behavior of my guests.
14. No dogs are allowed, and I will not bring pets or other animals into the Community Garden.
15. I will use only the Community Garden gates for access (ingress and egress) onto the property.
16. I will not apply any pesticides (bug killers) or herbicides (plant killers) in the Community Garden without the approval of the District Manager.
17. I will not grow any of the following prohibited plants: mint, raspberries, horseradish, Jerusalem artichokes, and cannabis. I will not plant trees or bushes in my garden plot.
18. I will make sure that tall plants, and trellises that support them, will not shade neighboring plots. I will not install a fence around my plot(s) without approval from the District Manager.
19. I will not take food or plants from other gardener's plots. I will not take anything from the Community Garden that is not rightfully mine.
20. I will not walk in other gardener's plots.
21. I will keep the gates to the Community Garden closed at all times.
22. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
23. If I use garden equipment from the Community Garden storage shed, I will make sure the shed is closed and locked before leaving the Community Garden.
24. I will keep the Community Garden storage shed lock combination secure from others.
25. I will not bring human/animal waste into the Community Garden.
26. I will work to keep the Community Garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner. I will not do anything to compromise the safety of the garden or the community.

[SIGNATURE PAGE FOR THE GARDENS AT PRAIRIESTAR CONTRACT, RULES, TERMS, AND CONDITIONS FOR PARTICIPATION FOR THE 2024 GROWING SEASON]

Commitment: I have read and understand the application and accept these rules, terms, and conditions stated above for the participation in the 2024 growing season of The Gardens at PrairieStar.

Gardener's Signature

Printed Name of Gardener

D A T E

If your garden plot is shared, please include additional participant(s) here:

Gardener's Signature

Printed Name of Gardener

D A T E

Gardener's Signature

Printed Name of Gardener

D A T E

Gardener's Signature

Printed Name of Gardener

D A T E

Return signed forms to:
Connor DeHart, District Manager
Kellison Corp.
Connor@kellisoncorp.net
Phone: (970) 236-1279

MAP OF THE GARDENS AT PRAIRIESTAR

