

**A RESOLUTION
of the
BOARD OF DIRECTORS
STONEGATE NORTH VILLAGES METROPOLITAN DISTRICT**

**RULES AND REGULATIONS GOVERNING THE RENTAL OF RECREATION
AMENITIES**

RECITALS

A. Stonegate North Villages Metropolitan District (the “**District**”) is a Colorado special district formed to provide water, sanitation, street, transportation and parks and recreation facilities and services.

B. Pursuant to Colorado law, including, but not limited to, Section 32-1-1001, C.R.S. and Section 18-9-117, C.R.S., the District is authorized to adopt, amend, and enforce rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objectives, and affairs of the Board and of the District and for the administration, protection, and maintenance of public property under its control, management, or supervision.

C. The Board adopted the Community Center Facility Use Rules and Regulations, effective September 6, 2023, regarding the public rental of certain District recreation amenities, and has determined it is in the best interest of the District and its residents to adopt new rules and regulations to expand on and replace the original Community Center Facility Use Rules and Regulations document (the “**Rental R&Rs**”).


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE STONEGATE NORTH VILLAGES METROPOLITAN DISTRICT AS FOLLOWS:

1. The Board repeals the Community Center Facility Use Rules and Regulations, effective September 6, 2023; and
2. The Board adopts the Rules and Regulations Governing the Rental of Recreation Amenities of Lincoln Park Metropolitan District d.b.a. Stonegate North Villages Metropolitan District, attached hereto as **Exhibit A** and incorporated herein effective May²⁵, 2024.

RESOLVED this 25th day of May, 2024 by the Board of Directors of the Stonegate North Villages Metropolitan District.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

STONEGATE NORTH METROPOLITAN DISTRICT



By: SNVMD Board President: Jeni Reilly

Attest:



Secretary

EXHIBIT A

RULES AND REGULATIONS GOVERNING THE RENTAL OF RECREATION AMENITIES OF LINCOLN PARK METROPOLITAN DISTRICT D.B.A. STONEGATE NORTH VILLAGES METROPOLITAN DISTRICT

*Adopted and Enforced
by The Board of Directors
of
Stonegate North Villages Metropolitan District*

Effective: May 25, 2024

Preamble

The Stonegate North Villages Metropolitan District (the “**District**”) owns and maintains recreation amenities for the benefit of the residents of the District (the “**Community**”) including a family pool, adult pool & spa, tennis courts, community center, landscaped parks, paths, trails, playgrounds, and common areas (the “**Recreation Amenities**”).

The Board of Directors of the District (“**Board**”) adopted these Rules and Regulations Governing the Rental of Stonegate North Villages Recreation Amenities (“**Rental Rules**”) pursuant to Section 32-1- 1001(1)(m), C.R.S., to be effective May 25, 2024. These Rental Rules shall provide for the orderly and efficient short-term rental of certain Recreation Amenities, including, but not limited to, the community center (“**Community Center**”), swimming pool (“**Family Pool**”), and park pavilion (“**Pavilion**”) and park (“**Open Spaces**”).

The District contracts for services with an independent contractor to manage and control the supervision and maintenance of the Recreation Facilities and other aspects of the District (“**Manager**”).

These Rental Rules are supplementary to, and are not to be construed as an abridgement of any rules or regulations as prescribed in the Amended and Restated Rules and Regulations Governing the Recreation Amenities, as effective May 25, 2024 (“**R&Rs**”). Unless otherwise stated herein, all terms shall have the same meaning as defined in the R&Rs.

ARTICLE I GENERAL RESERVATION RULES ALL RECREATION AMENITIES

This Section I shall apply to all Users regarding all reservations for rental of any Recreation Amenities.

1.1 **District Residents and Property Owners.** Residents and owners of property within the

District (“Residents”) and residents of Stonegate Village Metropolitan District may rent the Recreation Amenities, as limited by these Rental Rules, the R&Rs and that certain Intergovernmental Agreement dated October 5, 2023 between the District and Stonegate Village Metropolitan District.

1.2 **Priority of Use.** Programs and activities sponsored by the District have priority of use over all reservations. This includes Board meetings and other District business.

1.3 **Reservations.** Reservations are required to rent Recreation Amenities. All reservations must be made through the District’s reservation system (“Reservation System”) at least 7 days in advance. All reservations requests are subject to review and approval by the District Manager or the Board. Rentals are approved on a first-come, first serve basis.

1.4 **Reserving Party Eligibility.** Any individual submitting a request for a reservation (the “Reserving Party”) must:

1.4.1 Be present at the entirety of the event as the main point of contact;

1.4.2 Have an active Smartkey;

1.4.3 Must not have any outstanding District fees, and not be in violation of any terms of use agreements;

1.4.4 Be at least 18 years of age for any events. If alcohol is present, the Reserving Party must be at least 21 years of age; and

1.4.5 Have a credit card reflecting the Reserving Party’s name that will be charged at the time of approval, held on file, and may be charged for any overage or damage fees.

1.5 **Reservation Process.**

1.5.1 Visit the Website: The Reserving Party will visit the District’s website and locate the online reservation system link, taking them to the Reservation System.

1.5.2 Request a Booking in the Reservation System: The Reserving Party will enter the details of their requested reservation in the Reservation System. The Reserving Party will provide a credit card. The reservation time must include any time needed for set-up, clean-up and tear-down.

1.5.3 Automated Notification Arrives; Confirms Details of Requested Event: The Reserving Party will receive an automated email confirming the details of the booking request. The notification will say this is a booking, but this message is only from the online scheduling system. **This email is not a confirmation that the event is approved by the District.**

1.5.4 District Review: Within 2 business days the Reserving Party will receive a notification from reservations@stonegatenorthvillages.org:

- 1.5.4.1 Approval and Confirmation: If approved, the Reserving Party's credit card will be charged the full rental amount. They will also receive an email with next steps. Once the Reserving Party's credit card has been charged there will be a non-refundable administrative fee plus credit card processing fees incurred for any changes or cancelations. The non-refundable administrative fee is \$35. The District will not approve a request for reservation without payment.
- 1.5.4.2 Denial: If denied, the reason will be communicated, and the Reserving Party's credit card will not be charged.

1.6 Rates and Fees Updates.

- 1.6.1 All fees, rates, and other costs are subject to periodic rate increases. The most recent rates can be found in the Reservation System.

1.7 Cancellation and Change Policies and Fees.

- 1.7.1 Cancelations and changes are subject to the non-refundable administrative fee, plus credit card processing fees.
- 1.7.2 Reservations must be canceled at least 7 days prior to the reservation to obtain a partial refund, not including the non-refundable administrative fee and credit card processing fees.
- 1.7.3 There are no cancelations or changes allowed within 7 days of the reservation.
- 1.7.4 Cancelations and changes must be made by sending an email to: reservations@stonegatenorthvillages.org.
- 1.7.5 The original form of payment, the Reserving Party's credit card, will be partially refunded. Refunds can take up to 10 business days to reach the Reserving Party's bank account.
- 1.7.6 The District operates the facility in good faith, but is not responsible for any reservation cancelations that are caused by extreme weather events or any other acts, events, or occurrences deemed to be acts of God.

ARTICLE II GENERAL RENTAL RULES ALL RECREATION AMENITIES

This Section II shall apply to all Users and their guests during all rentals of Recreation Amenities.

- 2.1 **Application of R&Rs.** In addition to these Rental Rules, the terms of the R&Rs shall continue to apply to the Recreation Amenities at all times. The Board reserves the right to modify any and all rules and regulations pertaining to District Amenities at any time.

2.2 **Reserving Party Responsibilities.**

- 2.2.1 The Reserving Party agrees to remain on-site as point of contact during the entirety of the reservation.
- 2.2.2 The Reserving Party is responsible for all outside all vendors (DJ, band, table/chair rental company, catering company, etc.) that will be on District property during the rental.
- 2.2.3 The Reserving Party is responsible for ensuring all activities at the event are legal activities.
- 2.2.4 The District reserves the right to condition a successful reservation on the Reserving Party's execution of additional contractual documentation, including, but not limited to, any waivers of liability, rental agreement, contract, or terms of use agreement.
- 2.2.5 By making a reservation, the Reserving Party agrees to abide by these Rental Rules and the R&Rs governing the District's recreational facilities, which can be found on the District's website.
- 2.2.6 The Reserving Party acknowledges that their access to District Recreation Amenities, and that of their guests, can be revoked for non-compliance.
- 2.2.7 The Reserving Party is responsible for, and agrees to assume liability for, all damages to any District-owned property, including the rented Recreation Amenity, caused by the Reserving Party, and/or guests. If damages should occur to the District property by the Reserving Party and/or guests, notice will be made by the District and the Reserving Party's credit card will be billed for the amount necessary to repair the damage. The District reserves the right to revoke use of all Recreation Amenities for misuse and/or until damages are settled. Revocation of use can include District residents, as well as Stonegate Village Metropolitan District residents.

2.3 **Limited Parking.**

- 2.3.1 The District has an approximately 50-space parking lot that is shared among many Recreation Amenities, including the pools and spa, basketball courts, and tennis courts. There are also a few provided handicapped spaces. Additional District parking is available at the lot located at the SE corner of Aventura and Keystone.
- 2.3.2 The Reserving Party and their guests acknowledge there is limited parking, and it is available on a first-come, first-serve basis only.
- 2.3.3 The Reserving Party is responsible for ensuring that guests to any event do not block, at any time, areas needed by fire personnel in case of emergency, including entrance roads or any areas supporting fire hydrants.

2.4 **Security.** The District utilizes video security systems. The District's security system may be

reviewed by staff at any time to determine adherence to the R&Rs, Rental Rules, or any applicable rental agreement.

2.5 **Peaceful Operation.**

2.5.1 Renters must be respectful of the neighbors living near the Recreation Amenity that is being rented. Should any representative of the District, including its Board, or management company, ask that the renters of the Recreation Amenity lower their music, or noise levels, renters must comply with the verbal request. Termination of the event may occur by the appearance of any Community Center Liaison, Board member, member of the management company, or the Douglas County Sheriff. The District reserves the right to give renters verbal warnings and enforcement requests, on a case-by-case basis, prior to termination.

2.6 **Commercial Activity and Non-profit Use.**

2.6.1 The Recreation Amenities are for the non-commercial use of residents. Commercial activities are not allowed (e.g., any activity intended to support the sale of goods or services to gain profit). Examples of disallowed commercial activities include, but are not limited to, teaching yoga or Pilates, selling Tupperware, jewelry, essential oils, or holding any classes where there is an associated fee/profit.

2.6.2 Non-profit uses of the Recreation Amenities will be considered on a case-by-case basis by the Board and its staff.

2.6.3 Residents who have a question on whether their event would be allowed may email reservations@stonegatenorthvillages.org ahead of making a reservation request.

2.7 **Lost or Stolen Items.** The District will not be responsible for lost or stolen items.

2.8 **Indemnification.** The Reserving Party agrees that the District, District Manager, and their respective members, directors, officers, agents, consultants, and employees are not liable for injuries to persons or property occurring within or around the Recreation Amenities in conjunction with the Reserving Party's use of the Recreation Amenities, unless such injuries are the result of such persons' intentional acts or omissions. The Reserving Party agrees to indemnify and hold harmless the District, District Manager, and their respective members, directors, officers, agents, consultants, and employees from any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorneys' fees in defending against the same, arising in any way out of the use of the Recreation Amenities or the District's equipment, including the negligence of the District, District Manager, and their respective members, directors, officers, agents, consultants, and employees.

ARTICLE III RENTAL RULES COMMUNITY CENTER

In addition to Sections I and II, this Section III shall also apply to all Users and their guests regarding

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Rules and Regulations Governing

Governing the Rental of Recreation Amenities

all rentals of the Community Center.

3.1 **Community Center Use Only.** Reservation of the Community Center does not include access to the pool facilities, unless explicitly stated otherwise in the reservation selection. If the Reserving Party or guests use the pool during a Community Center reservation without also renting the pool, the Reserving Party will be charged the pool party rental rates. If the Community Center and Family Pool are both being rented, all rules applicable to both the Community Center and Family Pool will apply.

3.2 **Pre and Post-Event Walkthroughs.**

3.2.1 If the Community Center booking request is approved and confirmed, the District will supply an event confirmation with the information needed to plan and manage an event at the facility in accordance with all District rules and regulations.

3.2.2 Pre-event Walkthrough: A Community Center Liaison will meet the Reserving Party at the reservation start time to gain access to the facility and do an orientation of the space. The Reserving Party may be asked to present the credit card and I.D. used during the initial reservation request. Alternatively, in lieu of a Community Center Liaison, there may be an access code provided to the Reserving Party, who will then be required to complete a pre-event questionnaire in accordance with the directions in the appropriate online form.

3.2.2.1 The Reserving Party must be present at the listed start time of the reservation for this mandatory pre-event walkthrough. No event can begin without this pre-event meeting and/or pre-event questionnaire, being completed and should the Reserving Party fail to meet the Community Center Liaison at the listed start time, or complete the pre-event questionnaire, access to the facility may be forfeited with no refund provided.

3.2.2.2 Additionally, the District reserves the right to charge the Reserving Party overage fees, equal to \$50 per increments of ten minutes, should Reserving Party be late to the scheduled pre-event walkthrough.

3.2.3 Post-event Walkthrough: A Community Center Liaison will meet the Reserving Party at the listed end time of the event, to ensure the Reserving Party has cleared the building of all guests, completed clean-up and tear-down. The Community Center Liaison is not responsible for clean-up of the event, only the post-event walkthrough. The Community Center Liaison will conduct a walkthrough and lock the building. Alternatively, the Reserving Party may be required to complete a post-event questionnaire in accordance with the directions in the appropriate online form, prior to leaving and locking the building. By submitting a post-event questionnaire, the Reserving Party indicates that the reservation has ended.

3.2.3.1 The Reserving Party must be present at the listed end time and up to 15 minutes after the listed end time to meet the Community Center Liaison for this

mandatory post-event walkthrough. The District will charge the Reserving Party overage fees, equal to \$50 per increments of ten minutes, should Reserving Party have failed to clear the building of all guests, finish clean-up and tear-down, or otherwise be late to the scheduled post-event walkthrough. Alternatively, failure to submit a post-event questionnaire indicates that the rental has not ended, and the Reserving Party will be charged overage fees, equal to \$50 per increments of ten minutes, until the post-event questionnaire is submitted.

3.3 Pricing and Minimums.

3.3.1 Residents will be charged \$75 an hour.

3.3.2 There is a two-hour minimum required for all reservations.

3.4 Areas and Hours Available to Rent.

3.4.1 Rentals are for the entirety of the Community Center and adjacent courtyard.

3.4.2 Rentals must end no later than 10 p.m., including the clearing of the building from all guests, all clean-up and tear-down.

3.4.3 The rental timeframe must include: any time required to complete a pre-event walkthrough, as well as all time required to clear the building of all guests, complete clean-up and tear-down, and conduct a post-event walkthrough with the Community Center Liaison.

3.4.4 The District requires a minimum two-hour window be retained between booked events.

3.4.5 The Community Center has Internet, but the District assumes no liability for situations that may arise causing the Internet to be down.

3.5 Furniture and Materials Available with Rental.

3.5.1 The courtyard has outdoor seating. Any use of this seating requires the Reserving Party to remove weather protectors and return them at the conclusion of the event.

3.5.2 The District has a supply of 60 folding chairs, 6 eight-foot-long banquet tables, and several easels.

3.5.3 There are two big screen TVs in the Community Center. Live TV is not available, although select streaming services are available. The District does not provide any IT support.

3.5.4 Any additional equipment must be furnished by the Reserving Party at their own

expense.

3.6 **Cleaning and Maintenance Responsibilities**

- 3.6.1 To keep maintenance costs at a minimum, do not tack, tape, nail, or staple anything to the walls, ceilings, columns, doors or other parts of the Community Center and surrounding structures.
- 3.6.2 All set-up, clean-up and tear-down are the responsibility of the Reserving Party. The facility should be left in the same condition it was found. Additional garbage bags are on site and a large dumpster is in the southwest corner of the parking lot for the Reserving Party during clean-up.
- 3.6.3 Furniture must be returned to the location that it was in at the beginning of the rental.
- 3.6.4 The Reserving Party should also ensure the exterior grounds of the facility, including the courtyard and front of the building, are free of all trash and/or debris following the rental.

3.7 **Prohibited.**

- 3.7.1 Glitter, helium balloons, open flames, or products producing wax.
- 3.7.2 Gym and athletic activities, including but not limited to yoga, aerobics, Pilates, weight training, etc.
- 3.7.3 The District strongly discourages the use of red drinks that contain red dyes which may damage or stain fabric and carpet.
- 3.7.4 Violations of the above will result in additional cleaning fees and/or potential fines.

ARTICLE IV RENTAL RULES FAMILY POOL

In addition to Sections I and II, this Section IV shall also apply to all Users and their guests regarding all rentals of District pool facilities.

- 4.1 **Pre-Reservation.** The Reserving Party should notify our staff prior to the start of the event to report any prior damage or lack of clean-up.
- 4.2 **Facility & Lifeguard Pricing.**
 - 4.2.1 Facility Fees:
 - 4.2.1.1 \$50 per/hour facility fee

4.2.2 Guard Fees:

4.2.2.1 \$40 per/hour/ per lifeguard, based on number of people

4.2.2.2 During Pool Hours: one guard required per 25 people.

4.2.2.3 1- 25 people requires a per/hour charge for one guard

4.2.2.4 26- 50 people requires a per/hour charge for two guards

4.2.3 After Pool Hours: a minimum per/hour charge for two lifeguards is required regardless of the number of people.

4.3 Capacity.

4.3.1 There is a maximum of 100 people. This includes all individuals present, including non-swimmers, infants, etc.

4.3.2 Additional approval is required for more than 100 people.

4.4 Areas and Hours Available to Rent.

4.4.1 Rental Times (Exclusive use of the facilities is ONLY available AFTER pool hours)

4.4.1.1 Sunday: AFTER pool hours from 8pm-10pm

4.4.1.2 Monday – Thursday: DURING pool hours or AFTER pool hours from 8pm-10pm

4.4.1.3 Friday & Saturday: AFTER pool hours or from 8pm-10pm

4.4.2 Pool Hours for the Stonegate North Villages Pool can be found on the District website.

4.5 **Reserved Areas:** The pool cannot be rented at the same time as the Community Center, unless the Community Center is also reserved by the same Reserving Party for a single event. The Adult Pool and Spa are not available for rental reservations. The Community Center courtyard is the designated area for pool party events.

4.5.1 Furniture may not be removed from the designated pool area.

4.5.2 Cabanas, pavilions, tables, and furniture are not available to rent. There is a specific area for party rentals.

4.6 **Alcohol.** Alcoholic beverages may be served during an event provided the Renter strictly

abides by the laws of the state of Colorado and acknowledges that the District does not hold or maintain a liquor license and this permission to serve alcoholic beverages does not constitute a liquor license. In this case, the District may condition reservation confirmation upon the execution by the Reserving Party and/or guests of waivers of liability, release of liability, or indemnification agreements prior to the processing reservation.

4.7 **Cleaning and Maintenance Responsibilities**

4.7.1 To keep maintenance costs at a minimum, do not tack, staple, tape, nail, or use anything that would puncture or damage the pool building walls, ceilings, columns, doors or other parts of the pool building or surrounding structures. Violations of the above will result in additional cleaning fees and/or potential fines.

4.8 **Weather.** The pool could be closed due to inclement weather. The lifeguard on duty has the sole decision on closing of the pool due to weather. Lifeguard charges may be refunded on a case-by-case basis due to cancelations due to weather. A non-refundable administrative fee of \$35 will not be refunded.

4.9 **Hours Available to Rent.** All events must end by 10:00 p.m. This includes all clean-up time. All persons and personal belongings must leave the facility by 10:00 p.m.

ARTICLE V RENTAL RULES PARK PAVILION

This Section V applies to the rental of the park pavilion located near the District pool facilities (“Park Pavilion”). There shall be no organized use of park pavilion without a reservation.

The pavilion at Market Green and Keystone Park are both free and available for use on a first-come first-serve basis without a reservation.

5.1 **Pricing and Minimums.**

5.1.1 Residents will be charged \$25 an hour.

5.1.2 There is a 2-hour minimum for all reservations.

5.2 **Areas and Hours Available to Rent**

5.2.1 Rentals must end no later than 10 p.m., including the clearing of the Park Pavilion from all guests, all clean-up and tear-down.

5.2.2 The rental timeframe includes any time required to clear the Park Pavilion of all guests and complete clean-up and tear- down.

5.3 Cleaning and Maintenance Responsibilities.

- 5.3.1 To keep maintenance costs at a minimum, do not tack, tape, nail, or staple anything to the walls, ceilings, columns, doors or other parts of the Park Pavilion and surrounding structures.
- 5.3.2 All set-up, clean-up and tear-down are the responsibility of the Reserving Party. The Park Pavilion should be left in the same condition it was found. You are encouraged to bring your own garbage bags. A few garbage cans are in the vicinity and a large dumpster is in the southwest corner of the parking lot for the Reserving Party during clean-up.
- 5.3.3 The Reserving Party should also ensure the exterior grounds of the Park Pavilion are free of all trash and/or debris following the rental.

ARTICLE VI RENTAL RULES OPEN SPACES

In addition to Sections I and II, this Section V shall also apply to all Users and their guests regarding all rentals of the District’s park located near the District pool facilities (“Open Spaces”).

Keystone Park is free and available for use on a first-come first-serve basis without a reservation.

6.1 Pricing and Minimums.

- 6.1.1 Residents will be charged \$50 an hour.
- 6.1.2 There is a 4-hour minimum for all reservations.

6.2 Areas and Hours Available to Rent

- 6.2.1 Rentals must end no later than 10 p.m., including the clearing of the Open Spaces from all guests, all clean-up and tear-down.
- 6.2.2 The rental timeframe includes any time required to clear the Open Spaces of all guests and complete clean-up and tear- down.

6.3 Cleaning and Maintenance Responsibilities.

- 6.3.1 All set-up, clean-up and tear-down are the responsibility of the Reserving Party. The Park should be left in the same condition it was found. You are encouraged to bring your own garbage bags. A few garbage cans are in the vicinity and a large dumpster is in the southwest corner of the parking lot for the Reserving Party during clean-up.
- 6.3.2 The Reserving Party should also ensure the exterior grounds of the Park are free of

all trash and/or debris following the rental.

6.4 Prohibited

6.4.1 Commercial and organized activities, as set out in the R&Rs.