

RAINDANCE METROPOLITAN DISTRICT NO. 1

RULES AND REGULATIONS

(adopted _____, 2021)

I. RECREATION AMENITIES USE POLICY

- 1. District Recreation Amenities Use Generally:** The gazebos and pavilions, trails, paths, landscape tracts (including open space), sports courts, turf fields, orchards and farm fields owned and operated by the Raindance Metropolitan District No. 1 (the “District”) depicted in **Exhibit A** (the “Recreation Amenities”) are available for use by the general public during the hours of operation set forth below, subject to this Recreation Amenities Use Policy (“Policy”) on a first come, first serve basis, except as set forth in Section 2 below.

HOURS OF OPERATION:

5:00 a.m. – 10:00 p.m.

- 2. Reservation and Permits:** The District Amenities are available for the general, informal use of the general public provided they have not been previously reserved. Any organized activity within the parks consisting of twenty (20) or more persons will require a permit. Permits may be obtained pursuant to the District’s District Amenities Reservation Policy. Commercial use of the parks is prohibited without the prior written approval of the District. Recreation Amenities may not be reserved for organized sports without prior written approval of the District. For purposes of this policy “organized sports” shall mean any organized team which a coach or referee is present, or any team that is part of any organized league or organization, or as otherwise determined by the Board.
- 3. Prohibited Activities:** Unless specifically authorized in writing by the District, the activities described in this Section 3 are prohibited within the Recreation Amenities.
 - Enter or remain in or refuse to leave during those times when the Recreation Amenities are not open for public use.
 - Hold organized sports team practices or games.
 - Allow personal property to remain on the Recreation Amenities at the end of the hours of operation, including parking motor vehicles overnight.
 - Operate private or commercial drones, or other recreational aircraft.
 - Deposit, leave or bury refuse, trash, pet waste, or litter except in designated trash receptacles.

- Place or post signs, or stick or place any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.
- Permit pets to be off leash.
- Camp overnight.
- Install any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas or other temporary portable structures for shade are permitted as long as such structures are not left unattended and are removed when user leaves. No stakes may be driven into the ground.
- Destroy, vandalize, deface or damage any property, buildings, structures, signs, equipment, fences, gates or locks regulating access.
- Use any amplified sound system that produces audible sound beyond 25 feet.
- Play or practice golf or archery.
- Sell, serve, or dispense any alcoholic beverages unless a special event permit is obtained pursuant to the District Amenities Reservation Policy. The private, personal consumption of alcohol is permitted for persons 21 years of age or older and in compliance with all applicable State and local laws and regulations.
- Smoke, including vaping and electronic cigarettes.
- Consume or possess any illegal drugs.
- Consume or possess marijuana.
- Engage in disorderly conduct or abusive language.
- Bring into, possess, or have any glass bottles, or container, plates, or any other object made of glass.
- Discharge explosives or fireworks or operate launch model rockets or other devices which may have an explosive charge.
- Conduct any commercial activity without prior written approval of the District.
- Block, close off, or impair access to any trails or facilities.
- Hunt, shoot, kill, injure, trap or maim any animal.
- Enter, without authorization, those areas and facilities posted or otherwise designated as closed to the general public, if any.

- Remove, cut down, or disfigure rocks, trees, shrubs or other features of the natural environment. Picking fruit and vegetables in the orchards and farm fields during District approved picking seasons is permitted.
- Plant any trees, shrubs or other vegetation anywhere within the Recreation Amenities.
- Build a fire or operate a fire pit or charcoal grill, including propane fire pits. Portable propane grills are okay.
- Operate unauthorized motorized vehicles, including all off-road vehicles such as ATVs, dirt bikes, and other recreational vehicles. Golf carts are permitted pursuant to the Golf Cart Use Policy. Electric scooters and bicycles are permitted.
- Possess a weapon, unless authorized pursuant to C.R.S. 18-12-214, or any air rifle, spring-gun, sling, paintball gun, air soft gun or any other weapon.

II. PARK RESERVATION AND PERMIT POLICY

1. Permit Requirements:

The Raindance Metropolitan District No. 1 (the “District”) Recreation Amenities are available for the general, informal use of the general public provided they have not been previously reserved. Any organized activity within the Recreation Amenities consisting of twenty (20) or more persons will require a permit. Commercial use of the Recreation Amenities is prohibited without the prior written approval of the District.

Permits will only be issued to applicants 18 years of age or older, and must be a resident of Raindance (“Permit Holder”). Applications for permits can be obtained from the District manager.

Reservations/permits are based on a first-come first-served basis.

2. Payment and Deposit Requirements:

The fees and charges as shown on the rental application must be paid prior to your reservation being confirmed and permit being issued. The deposit check, less any amounts retained for clean-up or damage, will be returned to you within 1-2 weeks following your reservation.

All fees and deposits must be submitted with permit application before reservation will be confirmed.

If the Deposit is insufficient to pay for any damages or clean up, the applicant agrees to pay for any and all additional costs. The Permit Holder further agrees that the District may invoice the Permit Holder for any charges in excess of the deposit. The Permit Holder

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.

3. General Conditions:

Reservations include only those areas as indicated on the application and permit.

All use of the Recreation Amenities shall comply with the Recreation Amenities Use Policy.

Playground areas cannot be reserved.

Recreation Amenities may not be reserved for organized sports practices or games.

Recreation Amenities may not be reserved for repetitive use.

Recreation Amenities may not be reserved for commercial use without prior approval from the District.

The Permit Holder is responsible for the use of the reserved Recreation Amenities and those attending.

Motorized vehicles are prohibited on the fields and turf areas, including golf carts (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of the District is granted.

The District may post signs notifying users of restrictions or other rules and regulations and the Permit Holder agrees to abide by and comply with any such postings.

No commercial concessions may be operated, nor charge or donation requested of the public on the premises.

Upon completion of the reservation, the area shall be restored to a litter free condition. The Permit Holder agrees to be responsible for costs incurred by the District for repairs or cleanup by the District.

Destruction, damage, or removal of any vegetation or defacement of property is prohibited. The applicant agrees to be responsible for all such damage.

Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the right to use the premises. The activity may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.

Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of the District, in no circumstance

can sound be amplified beyond an audible distance of 25 feet.

No glass containers are permitted.

Recreation Amenities may be patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.

All reservations will be subject to time limitations and use limitations, and may be subject to other conditions or restrictions, as set forth in the permit. Users must vacate the area at the time designated on the permit. Failure to comply with the time restraints may be considered a forfeiture of the security deposit, could subject the Permit Holder to fines, or loss of right to future permits.

Due to concerns about the turf conditions, the District reserves the right to cancel a permit if it is deemed that the turf conditions are poor or the activity will cause damage. It is the responsibility of the Permit Holder to assess the status of the reserved Recreation Amenities and to maintain safe and playable conditions. The turf fields may not be used when any of the following conditions exists:

- a. Water standing on the fields
- b. 1/2 inch or more of moisture has fallen within the previous 24 hours, causing ground saturation
- c. Snow covers the field (Snow removal by user groups will not be permitted.)
- d. Where grass is sparse or field is worn badly and ground is saturated
- e. Frost is visible on the turf
- f. Turf can be displaced or dislodged from the ground
- g. Mud cakes or clings to shoes
- h. Steady rain is falling
- i. Dirt areas are muddy

The District reserves the right to cancel any reservation and disperse participants if any rules, policies, procedures, and regulations are not complied with during any portion of the reservation.

The Permit Holder 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. Applicant releases and agrees to fully indemnify and defend the District and its representatives from all liability resulting from Permit Holder's use of the Recreation Amenities. Permit Holder 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 incurred by the District arising out of any claim asserted by the applicant, 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 Recreation Amenities. Permit Holder 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 Permit Holder 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 Recreation Amenities by the Permit Holder, or any person using the reserved Recreation Amenities. Permit Holder 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 shall continue in legal force and effect.

III. GOLF CART USE POLICY

1. Private Golf Carts:

Use Generally: All golf cart drivers must be at least sixteen (16) years of age and possess a valid driver's license. Golf carts may only be operated within designated areas within the Raindance as depicted in **Exhibit B**, attached hereto. Golf carts shall not be driven or parked outside the designated areas, including open space, parks, and turf fields. Golf carts shall not be operated with more passengers than are seats on the golf cart. All passengers must remain seated while the golf cart is moving.

Registration Required: All golf carts used or intended for use within Raindance are required to be registered with the District. Golf Cart Registration Forms may be obtained from the District Manager. Any person found operating an unregistered golf cart may be subject to fines, at the discretion of the Board.

Golf Carts on Public Streets: Use of golf carts on designated public streets in Raindance is permitted under the jurisdiction of the Town of Windsor pursuant to Town of Windsor Resolution 2020-35, attached hereto. All golf cart users must comply with all applicable ordinances of the Town of Windsor and laws of the State of Colorado regarding motor vehicles.

Lights: Golf carts must be equipped and illuminated with head, tail and stop lamps and turn signals when used at night or low visibility.

IV. COMPLIANCE POLICY

1. Compliance/Enforcement:

All persons must obey any order, rule or regulation of the District and the instructions of any sign posted by the District and the directives of the District Manager, or designee, administering the same. Should any person fail to observe and obey any such directive, order, rule, regulation or sign posted by the District, the District Manager, or designee, may immediately remove or cause to be removed any such person and may ban such person from

the use of the Recreation Amenities for such period of time as may be necessary to secure compliance with order, rules, regulations or posted signs, or the District Manager, or designee, may impose a fine, at the discretion of the Board.

The District shall enforce this Policy in accordance with any applicable enforcement resolution or other rules and regulations of the District as may be adopted and amended from time to time. The District reserves the right to amend this Policy from time to time.

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EXHIBIT A
RECREATION AMENITIES

[to be attached]

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EXHIBIT B
TOWN RESOLUTION NO. 2020-35
AND
DESIGNATED GOLF CART AREAS

[to be attached]

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