



BANNING LEWIS RANCH<sup>SM</sup>

# **The Retreat**

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# **Resident Handbook**

Issued: April 27, 2023

## Welcome to the Retreat!

This Resident Handbook (“Handbook”) has been designed to provide you with the essential information needed to begin and continue experiencing the facilities, activities and programs available to The Retreat residents and their guests. The guidelines have been created to provide the residents with a safe and enjoyable environment, create realistic expectations and maintain the community common areas and facilities.

Please take some time to review this Handbook and let the Lifestyle Staff know if you have any questions, concerns or suggestions. We value your feedback and look forward to hearing from you.

The Barn is an approximately 10,000 square foot activity hub and recreational center providing residents with the following services:

- Great Room (interior fireplace, televisions and sitting area)
- Demonstration Kitchen
- Fitness Center
- Movement Studio
- Locker Rooms
- Events Center (multi-function meeting/events room)
- Game Room/Golf Simulator
- Mail and Package Center

Amenities include:

- Pool and Spa (outdoor resort style pool and hot tub)
- Event Lawn
- Bocce Courts
- Pickleball Courts
- Yoga Lawn
- Dog Park

We look forward to meeting you!

The Lifestyle Experiences Staff

## Glossary/Key Terms

**Resident** = Person living with a permanent address in The Retreat. This includes homeowners as well as any person 19 years of age or older.

**Homeowner** = Person/people named on the Deed and Title of the home. At least one person must be 55 years of age or older.

**Guest** = Person visiting a resident, but not permanently residing in The Retreat.

**Family Hours** = These are the designated hours when a resident's guests (adults and children under 19 years of age) are permitted to use the facilities and amenities at The Retreat.

**Lifestyle Experiences Staff (Lifestyle Staff)** = This includes the Lifestyle Director, Lifestyle Concierge and all other staff members of The Barn.

**The Barn** = This refers to the physical building named The Barn and all of the functional spaces inside including:

The Barn is approximately a 10,000 square foot activity hub

Great Room (interior fireplace, televisions and sitting area)

Demonstration Kitchen

Fitness Center

Movement Studio

Locker Rooms and Showers

Events Center (multi-function meeting/events room)

Game Room/Golf Simulator

Mail and Package Center

**The Barn Amenities** (amenities) = These are the recreational and entertainment areas outside of the physical building of The Barn. They include:

Pool and Spa (outdoor resort style pool and hot tub)

Event Lawn

Bocce Courts

Pickleball Courts

Yoga Lawn

Dog Park

**Fitness Center and Movement Studio** = Fitness Rooms

**Spa** = Hot Tub

**Key Fob** (fob) = Security access device for entry in the community. Areas included are roadway and pedestrian gates, The Barn, Mail and Package Center, Pool and Spa.

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***All rules and guidelines in this Handbook are applicable to all The Retreat facilities and amenities and will be applied and enforced consistently for all residents without exception.***

***Residents are responsible for their actions and conduct, as well as those of their guests while present in the public areas of The Retreat.***

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## **Rights and Reservations**

The Supplemental Declaration of The Retreat assigns the exclusive authority and power to establish policies, procedures, rules and regulations regarding the admission to and use of The Retreat common areas and The Retreat facilities and amenities to Banning Lewis Ranch Metropolitan District No. 1. In accordance with that authority, this Handbook of rules and guidelines is adopted to fulfill that assignment of authority.

The Banning Lewis Ranch Metropolitan District No. 1 Board of Directors reserves the right to make changes to this Handbook at any time.

## **Disclaimer**

Residents and guests using the facilities and amenities do so at their own risk. All persons using the facilities and amenities do so at their own risk and agree to abide by the policies, procedures, rules and regulations applicable to this community. The Banning Lewis Ranch Metropolitan Districts, Oakwood Homes, Clayton Properties Group II, its agents and employees assume no responsibility and shall not be liable for any accidents, personal injury, or damage to or loss of property arising from the use of the facilities and amenities, or for the acts, omissions or negligence of other persons.

This Handbook is a living document and is subject to change. The Lifestyle Experiences Staff (Lifestyle Staff) and the Banning Lewis Ranch Metropolitan District Manager will review and update the Resident Handbook as needed. Projected reviews may include the creation of a working committee to be made up of two (2) residents, one (1) or more members of the Lifestyle Staff (group chaired by the Lifestyle Director), and one (1) or more Banning Lewis Ranch Metropolitan District No. 5 Board Members, which, as a working committee, will submit written suggestions for consideration by the Lifestyle Director and the Operating District.

Any questions or concerns about the Resident Handbook should be directed to the Retreat Lifestyle Director as the primary contact for the Handbook's contents and revisions. The Lifestyle Director shall also be responsible for coordinating requests for any formal revisions recommended to the Resident Handbook. The final revisions will be subject to the Banning Lewis Ranch Metropolitan District No. 1 Board of Director's

review and approval. Suggestions for the Handbook may be provided to the Lifestyle Director in writing at any time of the year.

Certain issues may require a clarification to the Resident Handbook outside any planned review times. If more timely updates or clarifications are necessary, the Lifestyle Director will call for a special review meeting of the working committee to receive input from the working committee for further consideration by the Lifestyle Director and the manager of District No. 1, working towards review and consideration by the Banning Lewis Ranch District No. 1 Board of Directors. For more information, please refer to the Banning Lewis Ranch Metro District web page, <https://www.banninglewisranchmetrodistrict.com>.

The Board of Directors of the Banning Lewis Ranch Metropolitan District No. 1 shall have final decision-making power over this Handbook and any proposed modifications.



# BANNING LEWIS RANCH<sup>SM</sup>

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## Key Staff/Roles

### *Lifestyle Director*

<p>Ashley Maniscalco          Email: amaniscalco@myoakwoodlife.com          Phone:          (719) 559-2820 Office          (719) 559-2821 Front desk          (719) 374-0638 cell</p>	<p>Manages all Lifestyle experiences, programming, eNewsletter and the Lifestyle Concierge.          Oversees operational quality control of The Barn and associated amenities.</p>
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### *Lifestyle Concierge*

<p>Name: Crystal Nelson          Email: cnelson@myoakwoodlife.com          Phone: (719) 696-2451 cell</p>	<p>Supports Lifestyle programming, along with coordination of The Retreat's clubs and interest groups, among other duties as assigned by the Lifestyle Director in service of the residents.</p>
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### *District Managers*

<p>Banning Lewis Ranch Metropolitan District No. 1          Josh Miller          CliftonLarsonAllen/Business Operations          Email: Josh.Miller@CLAconnect.com          Phone: (719) 284-7226</p>	<p>Banning Lewis Ranch Metropolitan District No. 5          Krista Baptist          CliftonLarsonAllen/Business Operations          Email: Krista.Baptist@CLAconnect.com          Phone: (719) 284-7221</p>
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District Managers have primary responsibilities, on behalf of the Metropolitan District Boards of Directors, to manage the District-wide facilities and site operations (physical assets) on a day-to-day basis and to maintain the community with the assistance of vendors and consultants hired by the operating District. This management includes coordination and oversight of community service contracts, payment of community operations and maintenance invoices, design review and covenant enforcement oversight, and homeowner service inquiries. For more information, please refer to the Banning Lewis Ranch Metro District web page, <https://www.banninglewisranchmetrodistrict.com>.



**Metro District 5 Board Members**

<p>Kathi Giddens  Vicki Niemi  Bob Cass  Dawson Hubert  Heidi Westberg</p>	<p>The Board members are all residents of The Retreat and serve varying terms. Their role is to collect tax revenues to pay outstanding District debt &amp; to participate in the BLR cooperation committee providing input to the operating District on behalf of the community members.</p>
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**Covenant Control and Enforcement/Landscape Design Review**

<p>Kayla Gaudio  Diversified Association Management, LLC  Email:  banninglewisranch@diversifiedprop.com  Phone: (719) 314-4524</p>	<p>Responsible for covenant control and enforcement, and coordinates design review applications. Covenant control concerns include (but are not limited to) parking, trash cans, landscape maintenance, children, pets, noise and breaking of covenant rules. The Retreat is monitored weekly.</p>
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**Additional Community Contacts**

**Trash and Recycling Services**

<p>Home Builder Services (HBS)  Phone: (720) 547-8600</p>	<p>Trash and recycling pickup is Friday of each week. The black lid cans are for trash and the yellow lids are for recycling materials.   Please call management if you have not received your trash and recycling cans a week after closing on your home.</p>
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**Landscaping Services**

<p>Brightview Landscaping Services  Phone: (719) 448-9500 Office  (719) 499-5929 After Hours  Emergency Line</p>	<p>Provides landscaping services and lawn maintenance for the common areas and front yards. Backyards are the responsibility of the homeowner to maintain.   Brightview also provides snow removal services within the Retreat.</p>
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**Oakwood Home and Landscape Warranty Services**

Shazam Home Services Phone: (303) 941-2870	All home and site warranty work should begin through Shazam.
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**Northtree YMCA**

Northtree Ranch House 6885 Vista del Pico Blvd Colorado Springs, CO 80927 Phone: (719) 522-2432	YMCA facilities, fitness classes and schedules for the greater Banning Lewis Ranch community.  Please see the website for more information: <a href="https://www.banninglewisranchmetrodistrict.com">https://www.banninglewisranchmetrodistrict.com</a>
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## Emergency Information

### The Barn and Mail Center Address

The Address is **9150 Braemore Heights**, Colorado Springs, CO 80927.

The address is posted at:

Front Lobby Desk

Information Center Board (located across from the Mail Center in the hallway)

### Telephones

The Front Lobby Desk phone is **(719) 559-2820**.

Landline phones are located at the front lobby desk, Lifestyle Director's office and in the Movement Studio. Dial 911 if there is an emergency.

### Emergency Vehicle Access

Emergency vehicles are permitted access through the gate at all times. Entry gates are equipped with access control technology which permits immediate access for emergency personnel. Residents shall not park so as to impede emergency vehicle access to The Barn. All resident vehicles shall be parked in designated parking spaces only.

### Emergency Procedures

In the event of an emergency, The Barn and pool area are equipped with phones, AED's (defibrillators), fire extinguishers, and first aid kits. Lifestyle Staff are first aid and CPR certified, and when on duty, will respond to emergencies, accidents, and injuries. If Lifestyle Staff are not on duty or available, residents should call 911 if there is an emergency situation.

### Incident Report

Should an incident and/or emergency occur the Lifestyle Staff will complete an incident report. Incident reports will be kept on file with the Lifestyle Director for one (1) year. The reports may be maintained electronically or in hard copy, at the discretion of the Lifestyle staff. An incident form is available in the Appendix and from the Lifestyle Staff.

### Emergency Equipment

The following equipment is available:

#### *Automated External Defibrillators (AEDs)*

AEDs are wall mounted in The Barn on the wall between the Demonstration Kitchen and the Event Space on the north wall.

#### *First Aid Kit*

A first aid kit is available at the front lobby desk and in the Demonstration Kitchen.

#### *Fire Extinguishers*

The fire extinguishers are located in the Demonstration Kitchen on the north wall and the wall outside the bathrooms/locker rooms.

## The Barn Schedules, Operations and Guidelines

### Hours of Operation

Hours are subject to change depending on weather, events or unforeseen circumstances.

Hours, including adjustments, will be posted on The Barn front door for easy reference.

Lifestyle Staff office hours will be posted on the office window for each week

Great Room, Multi-Function Room: Daily 6 am – 8 pm (+ events)

Fitness Rooms/Locker Rooms: Daily 6 am – 8 pm (+ events)

Game Room/Golf Simulator: Daily 6 am – 8 pm (+ events)

Mail/Package Center: Daily 24/7

Pool and Spa Hours: 6 am – 8 pm (+ events) (pool is seasonal)

Guests: Every guest must be accompanied by a resident at all times.

### Operating Calendar and Holidays

The facilities will be accessible for Residents during all holidays (hours may be modified for specific holidays). The Lifestyle Staff may not be on duty during the following holidays:

New Year's Eve and New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day and day after

Christmas Eve and Christmas Day

### Age Restrictions

Residents and their guests must be 19 years or older to use the amenities and facilities of The Retreat. More detailed information regarding covenants and restrictions, including age restrictions applicable to properties in The Retreat, may be found in the Banning Lewis Ranch community's core governing documents. Please refer to the Declaration of Covenants, Conditions and Restrictions and the Supplemental Declaration recorded with the El Paso County, Colorado Clerk and Recorder's Office, copies of which may be found on the Banning Lewis Ranch Metropolitan Districts' website at <https://banninglewisranchmetrodistrict.com>.

### Facility Access

The Retreat residents are entitled to use The Barn facilities and amenities in accordance with the rules and age restrictions contained in this Resident Handbook and more fully defined in the recorded Declaration of Covenants, Conditions and Restrictions, as supplemented. The supplements can be accessed at <https://www.banninglewisranchmetrodistrict.com>.

## **Fob Access**

Residents will need a fob to gain access to The Barn, the pool and spa, the pedestrian gates on the edge of the community and the gates along Dublin Boulevard and Vista del Tierra Drive. Each home is issued two fobs at the time of contract and fobs are also available from the Lifestyle Staff. Please see the new resident section for more details on obtaining a fob.

Under no circumstance should a resident provide an issued fob to a guest to allow the guest to use the facilities and amenities without the resident in attendance. A violation of this rule may result in a suspension of facility privileges.

## **Gate Access**

Occasional updates to the gate access system shall be timely communicated to residents by the Lifestyle Director, typically through the “Weekly Happenings” e-Newsletter and/or posted onsite at The Barn. Residents are expected to maintain possession of the fobs and the confidentiality of the access code and to use them only for personal access to the community. The security of living in a gated community is threatened by sharing the access codes with non-residents.

While the developer is still actively selling residential homesites in The Retreat, the main gate on Vista del Tierra Drive will remain open between the hours of 7:00 am – 7:00 pm daily.

All service calls and delivery services should contact the Lifestyle Director for single access or recurring access to a location within The Retreat.

All questions regarding gate maintenance and repair should be directed to the Banning Lewis Ranch Metropolitan District No. 1 Manager.

## **Inclement Weather**

The Lifestyle Staff will make every effort for facilities to remain open during times of inclement weather. However, the facilities will be closed if the conditions are determined to be unsafe for residents and staff.

The ultimate decision for closure of The Retreat amenities rests solely with the Lifestyle Director and staff as necessary.

## **Deep Cleaning/Maintenance Days**

To achieve the highest standards of facility cleanliness and safety, there will be times when certain areas of the facilities and/or associated amenities will be shut down for improvements, cleaning, and preventative maintenance. Resident understanding and patience are appreciated as efforts are made to improve and maintain the cleanliness, safety, and aesthetics of the amenities. Whenever possible, maintenance days will be scheduled in advance and residents will be given adequate notice.

## **Resident's Suggestions**

Resident suggestions and ideas are essential to our continued success. Residents can voice their concerns and suggestions by:

Speaking to the Lifestyle staff

Emailing the Lifestyle Director

Visit the Lifestyle Director during office hours

Speak with or email a Metro District 5 Board of Directors member

Attend or participate in a community focus group meeting as they are scheduled

## **Pets**

Domesticated pets are often considered family members and are welcome in the community. When outside of your residence, please be considerate of your neighbors.

Pets must be controlled on a short leash (less than 12 feet) when they are outside of their owner's residence.

Owners are responsible for the activities of their pets and are required to pick up, remove and properly dispose of litter deposited by their pet(s) on common areas, neighbor's front yards and sidewalks in the community.

No pet is allowed in The Barn unless the pet is a service animal.

No pet should be tied up or left unattended outside of The Barn or on the common areas.

Pets that are considered aggressive or dangerous by will not be permitted in any public space.

Pets are not allowed in the pool area except for service animals or for specifically designated events.

The Dog Park is open from 6:00 am to 9:00 pm each day. Be considerate of other dogs in the park. Please do not bring food to the dog park and clean up after your pet during and after each visit.

Additional rules and regulations for pets may be found on the Banning Lewis Ranch Metropolitan Districts' website at <https://banninglewisranchmetrodistrict.com>.

## **Parking, Recreational Vehicles (RVs) and Trailers**

- Vehicles shall be parked in garages or driveways, or appropriate spaces designated by the Metropolitan Districts.
- Parking at The Barn shall be in designated spaces only. Parking is not permitted in the front of The Barn except in designated spaces properly used (i.e., no front-in parking) and in a temporary capacity to for drop-off use or mail retrieval.
- Vehicles may be parked on a temporary basis for loading, delivery, emergency or guests of a Resident on a street.
- Commercial vehicles, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers, campers, boats and other watercraft, golf carts and boat trailers should be parked only in enclosed garages or designated areas.
- Stored or inoperable vehicles must be stored in garages.
- Recreational vehicles and trailers may not be parked on The Retreat facilities.

## **New Residents**

The Lifestyle Staff will schedule an orientation for all new members upon execution of a sales agreement.

Upon signing a contract with Oakwood Homes, all future residents will be provided with a Resident Handbook and be required to sign an acknowledgement that they have read the Handbook.

New residents may present a copy of their executed contract or closing documents and a photo identification to obtain the fobs that will provide access through the gates, The Barn and the pool and spa. Each household will be issued two (2) key fobs at no charge. Replacement key fobs will be charged a fee of \$25 per fob. Lost fobs will be promptly deactivated.

New residents who have purchased a previously owned (resale) property in The Retreat will need to bring any fobs received from the previous residents to the Lifestyle Staff for purposes of revising the registration information associated with the fobs. If the new resident did not receive fobs from the prior resident, two (2) new fobs will be issued to the new resident and the previous fobs assigned to the property will be promptly deactivated.

## **Guest Policies**

Residents will be able to bring up to two (2) guests per household with them on a complementary basis to The Barn facilities and amenities each day. Guest fees may be imposed as determined by the Metro District Board recommendation and implementation. Fees schedules will be posted at the front desk and may be obtained from the Lifestyle Director. Residents are encouraged to check with the Lifestyle Director before bringing guests to special events, as there may be limitations on the number of allowable attendees.

Guests are allowed limited access and use of The Barn facilities. Residents are required to accompany their guests at all times when inside, or on the grounds of the facilities.

## **Selling Your Home**

If you are selling your home, the Lifestyle Staff has a "Resale Information" form for you to complete to make sure you and your realtor receive the necessary assistance for the sale of your home and to ensure prospective purchasers and their realtors have the latest community information. Please contact the Lifestyle Director to obtain this form.

## Covenant and Rules Enforcement

The covenants and rules enforcement within The Barn facilities takes place through the Lifestyle Staff. Any violations in The Barn should be brought to their attention when they occur.

Covenant and rules enforcement for parking, children, pets, noise and violations of covenants and rules outside of The Barn, but including the public amenities areas, is the responsibility of Diversified Association Management, LLC. Residents may report violations via email at [banninglewISRanch@diversifiedprop.com](mailto:banninglewISRanch@diversifiedprop.com) or via telephone at (719) 314-4524.

### Facility Access Enforcement

The Lifestyle Staff must protect the rights and privileges of rule-abiding residents and inappropriate behavior will not be tolerated. All residents and guests are responsible for compliance with the rules and regulations established for the safe use and operation of all the facilities and amenities.

Anyone continuing to violate the Resident Handbook and The Retreat rules, policies and/or procedures, will be refused access in accordance with Metropolitan District No. 1 governing documents as determined by the Lifestyle Director. The Lifestyle Staff also has the authority and reserves the right to ask Residents to leave the facilities.

The Metropolitan District Board of Directors for District No. 1 reserves the right to suspend a Resident's use of any of The Retreat facilities or amenities for failure to follow provisions in this Handbook, posted rules and regulations, other policies and procedures of the Metropolitan District, directives of Lifestyle Staff, and any failure to pay any amounts owed.

### Metropolitan District Guidelines of Disciplinary Enforcement:

**First Incident:** An incident report will be submitted by the Lifestyle Director to the District No. 1 Manager, with a copy supplied to the Metropolitan District No. 1 Board, informing them a warning has been issued to the identified resident.

**Second Incident:** An incident report will be submitted by the Lifestyle Director to the District No. 1 Manager, with a copy supplied to the Metropolitan District No. 1 Board and the identified resident. The resident's and guest's rights to use the facilities and amenities will be suspended for two (2) weeks commencing on the date of the incident.

**Third Incident:** An incident report will be submitted by the Lifestyle Director to the District No. 1 Manager, with a copy supplied to the Metropolitan District No. 1 Board and the resident. The resident's and guest's rights to use the facilities and amenities may be suspended for a minimum of one (1) year.



## **General Process for Enforcement**

Residents are encouraged to report alleged violations to a Lifestyle Staff member.

The Lifestyle Staff will log each alleged violation for record keeping purposes.

District Manager will review the log with the Lifestyle Director as needed.

The Lifestyle Director will determine the appropriate corrective action to be imposed.

Corrective actions may include, but not be limited to, warnings, restrictions, fines, injunction, prohibited use or access, exclusion of the resident and/or their guests as well as other reasonable enforcement measures permitted in the governing documents of Banning Lewis Ranch.

The Lifestyle Staff will inform the alleged violator(s) of the enforcement measures that may be imposed.

Residents are entitled to notice and an opportunity for hearing before the Metropolitan District No. 1 Board of Directors. If a hearing before the Board is requested, the resident will receive adequate notice of the date and time for the hearing.

## **Programs, Events and Activities**

The Lifestyle Staff offers residents a wide variety of programs, events and activities designed to meet the interests of the overall community.

Each year the Lifestyle Staff evaluates and seeks to improve upon existing programs and to add new events and activities based upon interest and skill levels. The format of each program or activity will be structured to provide participants with a positive experience.

The Lifestyle Staff provides residents with a selection of programs, activities and events every month across three (3) core categories:

Family & Community

Health & Wellness

Pursuit of Passions

Examples of current programs and activities include education, fitness, sports, games, special interest groups and social events.

### **Monthly Events and Activities Calendar**

Residents can easily find information on programs and events through the “Weekly Happenings” eNewsletter sent by the Lifestyle team, including calendar links, or by picking up the monthly calendar of programs and events schedule at The Barn.

### **Event Registrations**

Registration dates and deadlines will be advertised in the “Weekly Happenings” eNewsletter update. Registration will typically end one week prior to the start of the event, unless otherwise noted. Residents will be able to register for all events as instructed in the specific event announcement or contact the Lifestyle Staff by email or in person at The Barn. If a fee is required, Residents can pay during office hours.

## **Event Fees and Payment Types**

A variety of complimentary and fee-based events are offered. Fees for events may be required to cover the cost of instruction, supplies and equipment. Full payment must be made at the time of registration. Payments may be made with cash or checks. The event announcement or Lifestyle Staff will supply additional information regarding to whom payments should be directed.

## **Event Changes and Cancellations**

The Lifestyle Staff will notify residents if there is a need to change or cancel an event. If an event is cancelled and payment has been made, a refund will be issued or a credit provided for future events.

## **The Retreat Clubs and Interest Groups**

The Retreat residents and Lifestyle Staff host a broad range of managed and self-supporting life enrichment, games and social events. Any resident wishing to develop an interest group or club should contact the Lifestyle Staff to complete and submit the Application for Clubs and/or Interest Groups form located in the Appendix. Meeting and event dates will be subject to facility availability.

All clubs and interest groups must be open to any resident and inclusive to any group. Guests may be permitted to attend club and/or interest functions on a limited basis with permission from the club and/or interest group members, subject to the guest policies and fees as determined by the Lifestyle Director or club leadership and as contained in this Handbook.

## **Programming Suggestions and Ideas**

Residents are encouraged to submit ideas and suggestions for upcoming programs by meeting with or emailing the Lifestyle Director.

The Lifestyle Staff may also engage residents through a series of regular surveys to gather input about new programming and/or solicit feedback on the quality of a recent event or activity.

## **Raising Funds for Your Group**

### ***Fundraising Activities***

There are many ways to raise funds for specific group needs. Fundraising activities can include such things as interest group dues and activities; entry fees for special events (craft fairs, athletic and knowledge tournaments, holiday and neighborhood social events); and funding such as the sale of special products, contests or prizes. Currently, it is not lawful for The Retreat to raise funds through sales of alcohol or casino nights, raffles, or any gambling activity where money is used in betting.

### ***Approvals/Authorization***

Before beginning fundraising activities, please advise the Lifestyle Director on the purpose and intended use of the funds by filling out and submitting a required form to the Lifestyle Director. The form clarifies the expected use of the funds raised, use of any media and the extent of engagement with the public, businesses and organizations outside of The Retreat. Please allow a minimum of one week for approval processing, and the form required is available through the Lifestyle Director. The Lifestyle Director

can also discuss applicable legal and ethical restrictions concerning your fundraising activities.

### ***The Fundraising Process***

Funds collected by your group shall be held by Oakwood. The group raising the funds has discretion for spending of the funds raised, including the redirection of funds to other community interest groups and activities. If the fundraising activity is planned to benefit a charity, the Lifestyle Director will maintain records of the activities and the funds benefiting the charity, as there may be tax benefits available to the community or Metropolitan Districts.

To provide the greatest transparency and security for all fundraising activities written documentation is required through the entire process. Written documentation includes:

1. Fundraising request form submitted to the Lifestyle Director
2. Proof of monies or products collected and a list of donors

An annual accounting of funds should be provided to the Lifestyle Director to educate the interest group and the Lifestyle Staff on future operations and funding needs. The fundraising events and processes must be conducted in full compliance with Colorado state law, including the rules and regulations noted in the Bingo-Raffles Law Handbook [https://www.sos.state.co.us/pubs/bingo\\_raffles/files/GMLAW.pdf](https://www.sos.state.co.us/pubs/bingo_raffles/files/GMLAW.pdf). Please refer to the Handbook before submitting a request form to the Lifestyle Director.

## Rules and Guidelines

### General Facility Usage Rules and Guidelines

1. Guests must be accompanied by a resident at all times.
2. Guests must meet the age requirements for use of amenities in The Barn and surrounding amenities as outlined in this Handbook.
3. Residents must use their fobs to access the facilities.
4. With the exception of the pool and wet areas where bathing suits are permitted, Residents must be properly attired with appropriate public apparel. Appropriate attire for men includes footwear, shirts, pants or shorts. For women footwear, blouses/shirts and pant/skirt/dress/shorts are appropriate.
5. Uncovered bathing suits and wet feet are not allowed in The Barn.
6. Food and drink provided by The Barn shall be consumed within the building or on adjacent patio areas. Unless specifically called out, no food or drink shall be removed from The Barn facilities. All residents and guests are expected to drink responsibly when consuming alcohol. The Barn will not store alcohol for residents and any leftover alcohol from an event will be promptly disposed of.
7. Consumption of alcohol must be in compliance with all State of Colorado applicable liquor laws. Additional information is available from the Lifestyle Staff.
8. No usage of marijuana in any form is allowed in, or on, any of the facilities (indoors or outdoors) at any time.
9. No weapons of any kind are allowed in or on The Barn and related facility grounds. Persons with concealed carry weapon permits are not allowed to carry any weapons in these areas. The only exception is for on-duty uniformed police officers.
10. Excessive noise shall not be permitted.
11. Smoking is permitted in designated outdoor areas only.
12. Misconduct including profanity, fighting, and/or disruptive behavior shall not be permitted.
13. Anyone exhibiting behaviors appearing to be under the influence of drugs or alcohol may be asked to leave the facility.
14. Residents are responsible for cleaning up after themselves and helping to keep the amenity areas clean at all times.
15. Residents are encouraged to advise the Lifestyle Staff when any area of the facility or a piece of equipment is in need of cleaning or maintenance.
16. No equipment or furnishings shall be moved or removed from their original locations.
17. All equipment and supplies loaned for use of the amenities must be returned in good working condition.
18. No pets are allowed in The Barn or pool or spa areas other than service animals, in accordance with all applicable laws and guidelines. Exceptions may be made for pet specific events/activities supported by the Lifestyle Staff.
19. Bicycles, skateboards, rollerblades and other wheeled vehicles (i.e., scooters) are limited to designated outdoor areas only. A designated area with racks for storage will be made available. There shall be no parking on the sidewalks so as not to impede pedestrian traffic.

20. Golf carts must be safely operated and parked in designated parking spots. Golf carts are not permitted on community sidewalks and shall not be parked on sidewalks.
21. All programs and services that are provided by paid instructors, including personal training, group exercise, lessons, and instructional programs must be approved by the Lifestyle Director.
22. The facility and staff are not responsible for lost or stolen items. Residents are expected to keep track of their own valuables. The Lifestyle Staff are not permitted to hold valuables or bags for residents or guests.
23. All found items should be turned into the Lifestyle Staff for storage in the lost and found. Items will be stored in the lost and found for up to one (1) month, after which time the items may be donated to a local charity or disposed of properly.
24. No residents or guests shall use the facility parking lots for overnight parking. Violators are subject to having their vehicles towed at the owner's expense.
25. Residents must receive prior approval by the Lifestyle Staff to make purchases for items that will be used at The Barn and for which the resident may seek reimbursement.
26. Dumpsters at The Barn are to be used for the Barn ONLY. All personal or residential use or dumping is prohibited. Violators may be fined for illegal dumping.
27. No facility doors are to be propped open unless approved by the Lifestyle Staff.
28. Temperatures for heating and cooling are to be adjusted by Lifestyle Staff only. If the temperature is uncomfortable, contact the Lifestyle Staff to request adjustments.
29. Residents are encouraged to notify the Lifestyle Staff if an individual is violating use guidelines.
30. Policies, procedures, rules and regulations are subject to change as may be deemed necessary by Banning Lewis Ranch Metropolitan District No. 1 Board of Directors with input from the Lifestyle Director and Staff, and members of the community, as may be applicable.

### **Fitness Rooms**

1. All residents are encouraged to consult with their physicians before beginning an exercise program. All residents utilize the amenities at their own risk. New resident waiver forms must be signed and on file with the Lifestyle Staff before utilizing the amenity areas, including the Fitness Rooms.
2. Guests must meet the age requirements for use of the Fitness Rooms and locker rooms.
3. Appropriate attire including pants, shorts, shirts, and closed toe athletic footwear must be worn at all times in the Fitness Rooms.
4. No equipment shall be removed from the Fitness Rooms.
5. All equipment must be wiped down after use with the wipes and/or spray provided. Electronic display screens should not be sprayed.
6. If a person is waiting for cardio equipment, the person using it is limited to 30 minutes.
7. If a person is waiting for weight equipment, individuals should be allowed to "work-in" between sets.

8. Food is not permitted in the Fitness Rooms.
9. Sport drinks or other beverages must be contained in non-breakable, spill-proof containers.
10. Personal music devices are permitted if used with headphones.
11. All concerns, equipment malfunctions, and maintenance needs, should be promptly reported to the Lifestyle Staff.
12. All outside instructors must be approved in advance by the Lifestyle Director.
13. All other general Resident Handbook guidelines apply to the use of the Fitness Rooms.
14. Lockers are daily use only and locks are not permitted to be left on lockers for extended periods. If the owner of a personal lock does not remove a lock placed on a locker within 48 hours, it may be subject to removal by the Lifestyle Staff.

### **Pool & Spa Area Guidelines**

1. Swim at your own risk. The pool area will not be supervised by lifeguards at any time.
2. Guests under the age of 19 are allowed in the pool area during Family Hours and/or special programming. No Spa use by anyone under the age of 19 years of age is allowed.
3. Any loss or damage caused by or to personal pool toys (i.e., balls, noodles, water wings, etc.) or any other personal items is the responsibility of the resident who brought the items to the Pool area.
4. Items that may increase the risk of injury to Pool patrons may not be used in the Pool area.
5. The Pool and Spa will be maintained at set temperatures determined by the Lifestyle Staff.
6. No bicycles, scooters, roller skates, roller blades or skateboards are permitted on the Pool deck.
7. No glass containers (bottles, plates, salad bowls, etc.) or breakable objects of any kind are permitted in or in the vicinity of the Pool and Spa area (within the Pool fence line).
8. All swimmers must shower before initially entering the Pool or Spa.
9. Persons with open cuts, wounds, sores or blisters may not use the Pool or Spa.
10. No person can use the Pool or Spa if the person has, or is suspected of having a communicable disease which has the potential of being transmitted through the use of the Pool or Spa.
11. Appropriate swimming attire (swimsuits) must be worn at all times while using the Pool or Spa.
12. Infants/children not toilet trained and incontinent adults must wear swim diapers under their swimsuits. Other diapers (cloth or disposable) are prohibited.
13. Animals are not permitted in the Pool, Pool patio or wet areas, except service animals as permitted by applicable law.
14. Sitting on or hanging from Pool ladders is prohibited.
15. Diving or jumping into the Pool or Spa is prohibited.
16. Back dives, flips, back jumps, chicken fighting, rough housing, or other dangerous actions at the Pool are prohibited.

17. Only authorized contractors and the Lifestyle Staff are allowed in filter rooms and chemical storage rooms.
18. Furniture on the Pool deck area may not be reserved for persons not currently in attendance at the Pool area.
19. The Pool may be closed by the Lifestyle Staff at any time due to inclement weather, biological contamination, chemical balancing, general cleaning, maintenance or repairs.
20. The Pool area will be closed during electrical storms or when rain makes it difficult to see any part of the Pool or Pool bottom clearly. The Pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for at least 30 minutes after the last sighting of lightning or sound of thunder.
21. All swim instructors must be approved by the Lifestyle Director.
22. All other general Handbook guidelines apply to use of the Pool and Spa.

### **Facility Rentals: Private Functions at the Events Center**

Private function rentals are only allowed in the Events Center. Access to the demonstration kitchen, if needed, requires prior approval of the Lifestyle Director.

Retreat residents are given preference in the rental of the events space.

Since restroom facilities lie outside of the defined rental space, all rental events and their attendees are asked to be respectful of other residents and guests who may be present in the other parts of The Barn facilities, both indoor and out.

Generally, "for profit" activities, political fundraisers and religious services are discouraged.

#### ***Rental Process***

1. Contact the Lifestyle Director to schedule an appointment or drop in during office hours to complete a rental usage request form with the Lifestyle Director.
2. Within 72 hours of completion of the rental usage request form, the Lifestyle Director will contact the requesting Resident to review the request and to determine date/time availability.
3. Following review of request with the Lifestyle Director, the private use request form will be approved or denied by the Lifestyle Director.
4. All required information, deposit, payment information and insurance information shall be provided and/or completed no less than 21 days prior to the approved event. Failure to complete required information may result in a denial or cancellation of the private event.
5. One (1) day prior to the event, the space will be walked by the Lifestyle Staff with the event host to capture and document any existing space damage or deficiencies (similar to what we all do when we rent a car).
6. The day immediately following the event the Lifestyle staff will walk the space and record the condition of the areas used. Any damage and/or required post-event cleaning identified as related to the event will be the responsibility of the host.

7. Any additional costs, including repair of damages inflicted during the event, will be the responsibility of the host and must be corrected or expense paid within 14 days of the event date.

Please contact the Lifestyle Staff to obtain a Rental Request form.

### **Club/Interest Group/Programs Event Room Usage**

1. The Barn contains common areas that clubs and interest groups will be using during specific times of the day. During those times, the areas where the groups regularly convene will be reserved for their purposes. A schedule of those activities and their associated areas will be posted at The Barn and updated by the Lifestyle Staff monthly.
2. Residents and their guests are expected to be respectful of others. If cards, board games or other group meetings are taking place, please try not to disturb them and move out of the space being used by the scheduled group.
3. No one under the age of 19 years of age is allowed in these areas. During winter months special groups will be permitted to use the Multi-Function Room. Residents are not permitted to “drop off” their children/grandchildren. A resident must accompany children or grandchildren at all times during special events.
4. Alcoholic beverages are only allowed during approved events. The Lifestyle Staff will not save or store alcohol left over from an event. Any consumption of alcohol shall be in compliance with all State of Colorado liquor laws.
5. Residents are responsible for cleaning up after themselves and removing trash from The Barn after events/meetings. Any costs incurred for failure to clean up after events, clubs or interest group functions may be the responsibility of the host group or party and may be billed by the Lifestyle Staff.
6. Profanity, fighting or disruptive behavior will not be tolerated.
7. All other general Handbook provisions apply to the activities identified herein and the areas reserved for these uses.

### **Event Lawns, Patios, and Outdoor Areas**

1. Event lawns and patio areas are available for use on a first come, first serve basis.
2. Event lawns and patio areas may only be reserved by the Lifestyle Staff for specific programs or events.
3. No one under 19 years of age is allowed in lawn or patio areas except during Family Hours and/or special events and must be accompanied by a resident. Residents are not permitted to “drop off” their children/grandchildren.
4. Bikes, rollerblades, skateboards and equipment with wheels are prohibited.
5. Pets are not allowed on any of the event lawns, patios or outdoor areas and dogs are encouraged to utilize the Dog Park area. There are exceptions for service animals and applicable laws will be followed.
6. Profanity, fighting or disruptive behavior will not be tolerated.
7. Smoking and vaping (except marijuana) are permitted only in designated outdoor areas.
8. Residents must clean up after themselves and dispose of trash in the appropriate receptacles. Residents must remove all trash from The Barn after events/meetings.



9. Removal of tables or other furniture from the patio area is prohibited.
10. Residents may temporarily move outdoor furniture as needed but are expected to return the furniture to the original locations.
11. If residents open outdoor table umbrellas, they are expected to close them before leaving.
12. All other general Handbook provisions apply.

### **Bocce Courts**

The Bocce courts are available for use by The Retreat residents and accompanied guests (19+ years of age) on a first-come, first-serve basis.

If there are more parties wishing to use Bocce courts than there are courts available, it is incumbent on all parties to be courteous and take turns using the available courts.

The Lifestyle Staff have two (2) sets of Bocce equipment and court maintenance equipment are available to check out to try out this sport.

### **Pickleball Courts**

The Retreat has eight (8) Pickleball courts for use by residents and their guests (19+ years of age). Guest access requires use of guest passes available from the Lifestyle Staff.

Specific courts may be designated for reservations on a daily basis (as necessary), with information physically posted in The Barn and at the Courts to the extent feasible. Court access information is available from the Lifestyle Staff.

If there are more parties wishing to use Pickleball courts than are available, it is incumbent on all parties to be courteous and take turns using the available courts.

Court maintenance, cleaning or snow removal should be completed by qualified personnel and/or residents trained by staff to conduct such maintenance. Any damage caused by resident or unauthorized snow removal being performed on a pickleball court will be billed to the party responsible. Generally, pickleball courts will be closed and locked when snow is present.

The Lifestyle Staff have limited pickleball equipment (4 paddles and balls) available to check out.

## Appendix

### **Forms and Waivers**

Forms will be updated as needed. Below are examples of forms you may need to utilize now or in the future.

Please see the Lifestyle Staff with questions.

#### ***New Resident Registration Form***

Registration Forms are kept on file for all residents 19+ years of age. This allows the Lifestyle Staff to maintain current information on all persons who are eligible to utilize the amenities. The Registration Form must be completed per household as part of the initial orientation process by the Lifestyle Staff.

#### ***New Resident Waiver of Liability and Release Form***

Waiver Forms are kept on file for all residents (19+ years of age). The resident waiver form must be completed and signed by each person residing in a household. This form is completed as part of your closing package when you purchased the home.

#### ***Member Support Team Application***

The Lifestyle Staff is always looking for volunteers and this is a great way to support our events and meet new friends. Please request and submit the form to show your areas of interest for volunteering in the Retreat.

#### ***Interest Group and Club Application and Guidelines***

Applications for Clubs and/or Interest Groups may be submitted by any resident wishing to form an interest group or club. These applications contain information necessary to form an interest group or club if approved, will provide the group/club with associated privileges. Approval is at the discretion of the Lifestyle Director and the Lifestyle Staff.

#### ***Resale Information Form***

Selling your home? Please complete and turn into the Lifestyle Director the "Resale Information" form to help the Lifestyle Staff make the transition to the new residents successful and for your real estate professional by making sure they have the most up-to-date information on the community.

#### ***Event Space Request Form***

Please fill out the Application for Use and provide to the Lifestyle staff for direction.

STAFF USE ONLY:  
Key Fob:  
Date of Activation:

## **NEW RESIDENT REGISTRATION FORM**

Complete form and submit to Lifestyle Staff.

### **Contact Information**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Birthday (month): \_\_\_\_\_ Anniversary (month) : \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Key Fob #: \_\_\_\_\_ Initials: \_\_\_\_\_

Received Rules and Regulations : Initials: \_\_\_\_\_

Signature of User:

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

## WAIVER OF LIABILITY AND RELEASE FORM

Every person desiring to use Facilities (as defined below) or participate in Recreational Activities (as defined below) on property owned or maintained by the Banning Lewis Ranch Metropolitan District (the "District") including, but not limited to, swimming facilities, bocce ball courts, pickleball courts, fitness room, event spaces, patios, event lawns and other clubhouse facilities located at the Banning Lewis Ranch Retreat's "Barn" Colorado Springs, Colorado 80927 (collectively the "Facilities") must complete this Waiver of Liability and Release Form.

It is possible that you may be injured while participating in activities at the Facilities including, but not limited to, swimming, lounging, fitness, recreation, and participating in programming and activities and/or sports such as pickleball and bocce ball (collectively the "Recreational Activities"), either because of your own conduct, conduct of other individuals, conduct of the District, or the condition of the Facilities. The District wants to make sure that you understand the potential risks before you decide to participate in Recreational Activities. It is required that you read this Waiver of Liability and Release Form very carefully and make sure you understand it. By signing below, you certify that, in advance of participation in any Recreational Activities identified herein, you have received any and all information that you deem necessary or important in making an informed choice regarding your participation.

You recognize and acknowledge that participation in Recreational Activities involves risk of serious injury and loss. Such loss and injury may include bodily injury, slipping and falling, cardiovascular stress, drowning, permanent disability or death, damage to personal property, exposure to inclement weather, insect or animal bites, exposure to and infection of diseases including COVID-19, and severe social and economic losses, which might result from your action, inaction, the negligence of others, the rules of play, or the condition of the Facilities or any equipment used thereon.

By signing below,

1. You agree that you understand that failure to comply with any rules and/or policies provided by the District, as may be amended, for the Facilities may result in revocation of my privilege to participate in the Recreational Activities and/or legal action against you. You acknowledge that you are legally responsible for your actions including, but not limited to, any damage to private or public property and personal injury.
2. You agree that you understand (a) the contagious nature of COVID-19; (b) the possibility of transmission of COVID-19 by breath, physical contact with other persons, and physical contact with objects, structure, and persons within the Facilities; and (c) that such exposure or infection may result in personal injury, illness, economic loss, permanent liability, or death. You agree that you understand the risk of being exposed to or infected by COVID-19 as a result,

**WAIVER OF LIABILITY AND RELEASE FORM**

directly or indirectly, of your use of the Facilities or participation in the Recreational Activities.

3. You certify that you understand that these are some, but not all of the risks; there may be other risks and danger, a complete list which is not possible and cannot be anticipated; and that you agree with will assume all such risks and danger, whether or not described herein, known or unknown, anticipated or unanticipated. You agree that you have received sufficient information regarding the use of the Facilities and/or participation in Recreational Activities to assess the potential degree of risk involved and the extent of possible injury.
  
4. You agree to indemnify and hold the District, and its officers, employees, agents, consultants, and representatives (collectively the "Releasees") harmless from any claim, liability, damage, loss, or injury, including death, which may result, directly or indirectly, from your participation and/or your Guests' participation in any Recreational Activity or use of the Facilities. You understand that this release of liability and indemnity applies equally to losses, damages, or injuries caused or alleged to be caused in whole or in part by the negligence of the District. You agree that this release of liability and indemnity applies to you, as well as any of your personal representatives, assigns, executors, administrators, heirs, and next of kin.
  
5. You acknowledge that nothing herein is intended to or shall constitute any waiver of the monetary limitations or other rights, immunities or protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, Colorado Revised Statutes (C.R.S.), or otherwise available to the District.

You certify that you have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Waiver of Liability and Release Form.

Participant Name \_\_\_\_\_ Signature of Participant \_\_\_\_\_  
Date \_\_\_\_\_  
Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

**PARENT'S OR GUARDIAN'S INDEMNIFICATION AND HOLD HARMLESS**

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by Releasees to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Releasees from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I authorize the Releasees to contact me via telephone call or message or via e-mail at the phone number and e-mail address below.

Parent/Guardian Name(s) \_\_\_\_\_

**WAIVER OF LIABILITY AND RELEASE FORM**

Signature of Parent/Guardian \_\_\_\_\_  
Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

**MEMBER SUPPORT TEAM APPLICATION**  
**The Retreat at Banning Lewis Ranch**

Instructions: Complete the basic information below.

Name: \_\_\_\_\_

Address:  
\_\_\_\_\_

Phone No. \_\_\_\_\_  
\_\_\_\_\_

Email:

**Member Support Team Opportunities**

Please check all that you may be interested in exploring.

- Community Connections Team
- Lifestyle Experience Team
- Lifestyle Link
- Neighborhood Watch
- General Volunteer

Turn your application into a Lifestyle Staff member and they will schedule a call to discuss your interests.

# The Retreat at Banning Lewis Ranch

## **GUIDELINES for CLUBS AND INTEREST GROUPS**

### **GUIDELINES:**

- All general facility usage rules, regulations and other guidelines apply.
- Must provide Lifestyle Staff with a Club or Interest Group Application in order to reserve regular meeting space and share updates with Residents.
- Residents that are members of clubs or interest groups must complete a Waiver of Liability and Release Form, Registration Form, and complete Orientation prior to accessing The Barn.

### Club or Interest Group Leads

- Club or Interest Group leads are encouraged to communicate with Lifestyle Staff on updates, activities, programming, and scheduling.
- Club or Interest Group leads are encouraged to provide a phone number and email address that can be published in the Weekly Happenings Update.
- Club or Interest Group leads must reserve a meeting space with Lifestyle Staff. Reservations should be made 2 weeks in advance of any meetings and space is subject to change.
- It is recommended that all Clubs and Interest Groups be open to all interested Residents without a cap on the number of those able to join.

### Financial Management

- To encourage participation, it is recommended that dues and joining fees not be charged, unless fees are used to offset cost of supplies, equipment, etc.
- Clubs or Interest Groups are responsible for their own financial management.
- Clubs or Interest Groups are responsible for their own equipment, supplies, and provisions. The Lifestyle Staff may provide some equipment/supplies.
- The District and Lifestyle Staff assume no responsibility for fiscal management of Clubs or Interest Groups.



## **CLUBS OR INTEREST GROUP APPLICATION**

To ensure that all Clubs and Interest Groups are developed and implemented successfully, and to allow Retreat Lifestyle staff to effectively promote and support them, we request that this application be completed and submitted to Lifestyle Staff.

Proposed Club/Interest Group Name:

\_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposed Meeting Days (circle proposed days):      M T W TH F SA SU

Frequency: \_\_\_\_\_

Proposed Meeting Times:

\_\_\_\_\_

Other Proposed Events:

\_\_\_\_\_

Club/Group Leader Name\*:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone\*: \_\_\_\_\_ Cell\*:

\_\_\_\_\_

Email Address\*:

\_\_\_\_\_

\*Please note that this information will be published within the community.

My signature below indicates that I have read and understand the Club and Interest Group Guidelines, and I agree to ensure that all members of the Club/Interest Group abide by the established guidelines.

Signature Required: \_\_\_\_\_ Date: \_\_\_\_\_

Lifestyle Director review: \_\_\_\_\_ Date: \_\_\_\_\_

# THE RETREAT | RESALE INFORMATION FORM

Resident Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## **Seller's Realtor Information**

Agent Name: \_\_\_\_\_

Agency: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Projected date home is going on the market:

\_\_\_\_\_

Additional Information:

**BANNING LEWIS RANCH METROPOLITAN DISTRICTS**  
**Application for Use of the Mustang Way Events Center**

**Rental Party Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Daytime Phone#:** \_\_\_\_\_ **Alt./Cell #:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Key FOB #'s:** \_\_\_\_\_

**Contact Person On-Site For Event:** \_\_\_\_\_

**Date Requested for Event:** \_\_\_\_\_ **Date Requested for Walk Through:** \_\_\_\_\_

**Event Time:** From: \_\_\_\_ a.m./p.m. To: \_\_\_\_ a.m./p.m.

**Purpose of Rental:** \_\_\_\_\_

**Estimated Number of Guests:** \_\_\_\_\_ (capacity is \_\_\_\_)

**Food and/or Alcohol to be Served:** \_\_\_\_\_

Catered/Personal: \_\_\_\_\_

**Required to be submitted with Application (At least 21 Days Prior to Event):**

- Completed Application for Use of the Mustang Way Events Center
- Completed Clubhouse Rental Agreement(s) attached as Exhibit A
- Rental Fee - \_\_\_\_\_
- Deposit - \_\_\_\_\_

Submit completed paperwork to the Lifestyle Director: Ashley Maniscalco, [amaniscalco@myoakwoodlife.com](mailto:amaniscalco@myoakwoodlife.com);  
9150 Braemore Heights, Colorado Springs, Colorado 80927.

**INDEMNIFICATION/WAIVER OF LIABILITY:** Rental Party, and its successors, assumes all liability and risk and will forever defend, indemnify and hold harmless Banning Lewis Ranch Metropolitan Districts Nos. 1 and 5 (the "Districts"), the Districts' 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, costs and attorney's fees, caused by, resulting from, or in any way arising out of, in whole or in part, the use of The Barn by the Rental Party, its guests, licensees, invitees, agents, contractors, subcontractors, employees, and successors.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For Internal Use Only**

Application for Facility Use and Clubhouse Rental Agreement Reviewed Date: \_\_\_\_\_

Rental Fee & Deposit Received: \_\_\_\_\_

Date of Walk Through with Rental Party (at least 1 day prior to event): \_\_\_\_\_

Post-event Walkthrough: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
Clubhouse Rental Agreement

**BANNING LEWIS RANCH METROPOLITAN DISTRICT  
MUSTANG WAY EVENTS CENTER RENTAL AGREEMENT**

Lifestyle Director: Ashley Maniscalco  
amaniscalco@myoakwoodlife, 9150 Braemore Heights, Colorado Springs, Colorado 80927

This Clubhouse Rental Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Banning Lewis Ranch Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and \_\_\_\_\_ (the "Rental Party") for use of the Mustang Way Events Center located within The Barn, 9150 Braemore Heights, Colorado Springs, Colorado 80927 (the "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 proposed event (the "Event") is a private function, by invitation only, and is not open to members of the public. No fee may be charged for admission to or attendance at the Event. 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 individual listed on the Rental Application as the Contract Person On-Site must be present for the duration of the Event.

**2. SECURITY: Security personnel are required for all rentals during which twenty-five (25) or more persons will be in attendance and/or 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 \$500.00 and may be suspended from all Clubhouse privileges at the discretion of the Board of Directors of District (the "Board") or Lifestyle Director for the District (the "Lifestyle Director").

**3. RESERVATIONS/CANCELLATIONS:** Reservations will not be considered final until approval is granted, the Rental Agreement has been signed by the District, and the appropriate fee(s) and deposit(s) have been received by the District. Rentals are approved on a first- come, first- served basis. It is not guaranteed that a requested date will be available. Events may be cancelled without penalty by the Rental Party by sending written notice to the Lifestyle Director no less than seven (7) days in advance of the Event. It is understood that the penalty for cancellation of a function less than seven (7) days in advance of the Event is a forfeiture of the Rental Fee. The District may terminate this Agreement and refuse use of the Clubhouse at any time whenever it deems necessary, in its sole discretion, with no liability therefor. Upon termination of this Agreement by the District, the District shall refund the full Deposit and the full Rental Fee to the Rental Party.

**4. USE OF FACILITIES:** The Rental Party shall have exclusive use of the Clubhouse during the Event, for the sole purpose of holding the Event as described in the Rental Application. Only the catering kitchen and the Mustang Way Events Center area are rented under this Agreement. The pool, hot tub, common area and any other amenities are not rented under this Agreement and may be used by the public on a first- come, first-served basis. **Please provide your key fob information at the time of reservation, as well as written here:** \_\_\_\_\_ . Your key fobs will be utilized to gain access to the Clubhouse during your Event time or as coordinated with Lifestyle Staff.

**5. PAYMENT:** It is agreed that all payments will be made no less than twenty-one (21) days prior to the Event. Payment of the fees and charges shall be by check. Rental for the facility will be \$\_\_\_\_\_ (the "Rental Fee"). A security deposit of \$\_\_\_\_\_ will also be required (the "Deposit"). This Deposit is refundable after the event is over, so long as there is no damage to the Clubhouse.

**6. SETUP/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 Clubhouse, and placed in the appropriate trash receptacle. 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, microwave, oven 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.

**7. CONDITION OF CLUBHOUSE:** A pre-event condition checklist is to be completed by the Rental Party and a District representative at least one (1) day prior to the Event. The Rental Party is responsible to report any existing damage of the facility to the Lifestyle Director 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.

**8. DAMAGE/SECURITY DEPOSIT:** The Rental Party agrees that if, in the sole judgment of the District, 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 fourteen (14) days, and if any such invoice charges are not paid within fourteen (14) 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. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the District. The Deposit will be refunded if and to the extent the Clubhouse is left in a condition acceptable to the District and the Rental Party and all guests have complied with all District policies, including, but not limited to, this Agreement. 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.

**9. 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), SECURITY, AND/OR A CERTIFIED BARTENDER.)**

- 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 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. **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.***

**10. SMOKING/TOBACCO:** The Rental Party acknowledges that the Clubhouse is a **NON-SMOKING** facilities. Smoking and vaping is permitted in designated outdoor smoking areas only. The Rental Party agrees that violation of this provision will be sufficient reason for assessment of an additional \$100.00 fine.

**11. USE RESTRICTIONS:** No staples, nails, tacks, pins, tape or screws are allowed to be fastened by the Rental Party to the Clubhouse or any other District facilities 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 El Paso County and the City of Colorado Springs, 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 Clubhouse. 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 Clubhouse 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 Colorado Springs Police Department shall have authority to close the Clubhouse to public and private activities.
- c. The City of Colorado Springs fire codes mandate the legal capacity of the Clubhouse. Doors may not be blocked; a clear five-foot width pathway to ensure a safe exit must be maintained.
- d. No fireworks are allowed in the Clubhouse or the immediate surrounding area.
- e. No commercial, retail activities are allowed in the Clubhouse or the immediately surrounding area.
- f. The Rental Party is required to be present for the entire event.
- g. The Rental Party agrees to comply with all state and local laws, ordinances, and regulations, including, but not limited to, the District's Rules and Regulations, 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.

**12. PARKING:** The Rental Party acknowledges that parking is available only on a first come, first served basis. Event guests may not park in areas designated as no parking areas. Cars parked in inappropriate areas must be moved upon request or may be towed at the owner's expense.

**13. VENDORS AND SUPPLIERS:** The Rental Party will furnish their own equipment and materials unless specifically designated on the 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 Clubhouse is not left vacant after the completion of the Event, 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.

**14. LOSS:** Rental Party assumes all liability for losses or damages arising out of or related to the use of the Clubhouse for the Event. The District is not responsible for lost or stolen articles.

**15. BREACH OF AGREEMENT/FINES:** The Rental Party agrees that violation of any of the provisions contained herein 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 Lifestyle Director. Further, any such violation may result in immediate revocation of the right to use the Clubhouse during the Event and preclude the Rental Party from using District facilities in the future, in the discretion of the Board or Lifestyle Director. The District shall have all rights available under law and the District's governing documents for enforcement of the provisions of this paragraph.

**16. INSURANCE:** The Rental Party agrees that it will be responsible for securing any and all insurance respecting the Clubhouse 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. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies

**17. 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 agrees to save, indemnify, defend and hold harmless the Banning Lewis Ranch Metropolitan Districts Nos. 1 and 5 (the "Districts") and each of their officers, directors, agents, employees, consultants, contractors and subcontractors against any and all actions, demands, suits, proceedings, judgments, damages, losses, liabilities, assertions of liabilities, injuries, claims, penalties, costs and expenses whatsoever, including but not limited to, attorneys' fees and liabilities of, by or with respect to third-parties which in any manner may arise, or be alleged to have arisen, directly or indirectly, in whole or in part, from the presence, activities, events and omission of any nature whatsoever of Rental Party, its employees, licensees, invitees, consultants, agents, and guests, and other attendees of the Event, whether invited or uninvited, in connection with the use, occupancy and operation of the Clubhouse for the Event, including but not limited to, any claim or claims arising out of the presence, serving, use or consumption of alcoholic beverages by all persons attending or present at the Clubhouse during the Event.

**18. WAIVER AND RELEASE.** Rental Party expressly acknowledges and agrees that the activities at the Clubhouse 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, on behalf of itself and any other attendees of the Event, whether invited or uninvited, who utilize or access the Clubhouse for the purposes of or otherwise during the Event (the "Releasers"), does hereby release, acquit, waive, discharge and covenant not to sue the Districts, their directors, officials, employees, agents, representatives, consultants, successors and assigns (collectively, the "Releasees"), from any and all known and unknown injuries, loss, claims, demands and any and all manner of actions, causes of action, suits, damages, costs, expenses, claims and demands, including but not limited to, court costs and attorneys' fees, whatsoever kind or nature, in law or in equity, which the Releasers now have, or may ever have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the Clubhouse by the Rental Party, or any person using the Clubhouse. The Releasers further waive and relieve the Releasees from any and all responsibility and liability related to the Rental Party's service of alcoholic beverages to, and consumption of alcoholic beverages by, all persons attending or present at the Clubhouse during Tenant's Event. Rental Party acknowledges and understands that included within the scope of this waiver and release is any cause of action arising from the performance of or failure, negligent or otherwise, to perform construction, operation, maintenance, inspection, supervision or control of the Clubhouse and facilities and equipment therein and/or from the failure to warn of dangerous conditions existing at the Clubhouse and facilities and equipment therein. Rental Party expressly agrees that this waiver and release 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.

**19. ANIMALS:** With the exception of service animals, no animals are allowed in the Clubhouse.

**20. 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.

**21. MISCELLANEOUS:** This Agreement and the Rental Application constitute 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. The terms of this Agreement are contractual and not a mere recital.

**22. 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 Districts, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the Districts and, in particular, governmental immunity afforded or available to the Districts pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes, as the same may be amended.

**23. COUNTERPART EXECUTION:** This Agreement 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.

**24. ASSIGNMENT:** This Agreement is non-transferable and may not be assigned.

**The 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, AND BE BOUND BY THE TERMS OF, THIS CLUBHOUSE RENTAL AGREEMENT, AND VOLUNTARILY SIGN THIS AGREEMENT, AND FURTHER HAVE READ, AM FAMILIAR WITH, AND AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE DISTRICT.**

Rental Party Signature : \_\_\_\_\_

Rental Party Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Lifestyle Director Signature: \_\_\_\_\_

Ashley Maniscalco, Lifestyle Director

Date: \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_



**Rental Party Name:**

\_\_\_\_\_

**Purpose of**

**Rental:**

\_\_\_\_\_

**Rental Party On-Site For Pre-Event Walkthrough:**

\_\_\_\_\_

**Lifestyle Staff On Site For Pre-Event Walkthrough:**

\_\_\_\_\_

**Date and Time Of Pre-Event Walk Through:** \_\_\_\_\_

ITEM	CONDITION PRE-EVENT	CONDITION POST EVENT
Floor		
Walls & Ceiling		
Doors		
Lighting		
Windows		
Electronics		
Furniture		
Restrooms		
Other		

**Lifestyle Staff On Site For Post-Event Walkthrough:**

\_\_\_\_\_

**Date and Time Of Post-Event Walk Through:** \_\_\_\_\_

**Comments:**

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