

BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5

2023 ANNUAL REPORT

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

None.

2. Intergovernmental agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

None.

3. Copies of the District's rules and regulations, if any, as of December 31 of the prior year.

Attached hereto as **Exhibit A**.

4. A summary of any litigation which involves the any District's Public Improvements as of December 31 of the prior year.

The District was a party to a lawsuit in El Paso County District Court, Case No. 2022CV31248 ("Lawsuit"), captioned Acierno and Company LLC v. Farrington Construction Management LLC, et al., that was brought by the subcontractor, Acierno & Company, LLC, against General Contractor, Farrington Construction Management, LLC ("FCM"). Other subcontractors on the project, Roberts Electrical Contracting Inc. ("Roberts") and Basic Drywall Inc. ("Basic"), both recorded liens against the project and joined as parties. The project involved the clubhouse and related facilities and amenities within the District. The Lawsuit was filed as a collection action against FCM and for foreclosure of mechanics liens on the property owned by Clayton Properties Group II, Inc. ("Clayton"), on which the facilities and amenities are located. In the Lawsuit, FCM contended that prior to its termination by the District, it was performing as required, but not being paid for its work. The District contended that FCM's pay applications lacked sufficient detail, such that the District's third-party engineering consultant, Schedio Group, could not verify the work performed as invoiced nor authorize the District's release of further payments to FCM. A settlement conference was held December 12th and 13th, 2023, and all remaining parties entered into a Memorandum of Settlement in early 2024. The case is now fully resolved and has been closed by the District Court.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

The District does not own any public improvements. Public improvements within the District's boundaries are constructed by the developer and dedicated to Banning Lewis Ranch Metropolitan District No. 1 for ownership, operation, and maintenance. Please see the Annual Report for Banning Lewis Ranch Metropolitan District No. 1 for applicable updates regarding the construction of public improvements during the report year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

None.

7. The assessed valuation of the District for the current year.

Attached as **Exhibit B**.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

Attached as **Exhibit C**.

9. Audit of the District financial statements for the year ending December 31 of the previous year prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

The 2023 Audit is in process and will be provided once it is complete.

10. Notice of any uncured events of noncompliance by the District under any Debt instrument, which continue beyond a 90-day period.

None.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a 90-day period.

None.

12. Copies of any Certifications of an External Financial Advisor provided as required by the Privately Placed Debt Limitation provision.

None.

EXHIBIT A



BANNING LEWIS RANCHSM

AN OAKWOOD HOMES COMMUNITY

Northtree Rules and Regulations

Effective April 25, 2019

Northtree Ranch House
6885 Vista Del Pico Blvd.
Colorado Springs, CO 80927
(719) 522-2432
BanningLewisRanchMetroDistrict.com

Welcome to the Neighborhood!

The Banning Lewis Ranch Team is pleased to welcome you to the first Banning Lewis Ranch Village, Northtree, and we look forward to introducing you and your family to the wide variety of programs, special events, and superior leisure experiences that define the exceptional lifestyle we hope you will enjoy. Our team takes great pride in providing amenities maintained to our high standards of excellence and an atmosphere that is always warm, welcoming and friendly. Our goal in creating this community is to provide a place where friends are plenty and a neighborly spirit and smile set the tone. As your Ranch House Staff, our goal is to make available the opportunities you seek.

This packet has been designed to provide you with all of the information that you need to begin utilizing the many facilities and programs available to you as a Banning Lewis Ranch resident. The usage guidelines provided in this packet have been thoughtfully established to help us to maintain the proper utilization of all areas while providing residents with a safe and enjoyable experience. Our community and Ranch House provide residents with the following amenities:

Community

- Tree-lined streets
- Open-rail fences
- Community, neighborhood, & pocket parks
- Natural open spaces
- Internal pasillo trails that get you from here to there
- Water-wise native landscaping
- Sports fields
- Tennis courts
- Adventure play areas
- Picnic areas
- Banning Lewis Ranch Academy, a public K-8 charter school

Ranch House

- Exercise room with the latest cardio and strength training machines
- Catering kitchen
- Interior fireplace and cozy sitting area
- Exterior fireplace with covered lounge veranda
- Outdoor fire pit
- Jr-Olympic pool
- Kids splash play area
- Event lawn
- Full time director and programming and activities staff

We are delighted that you have decided to become a part of our neighborhood, and we look forward to seeing you at one of our programs or the next special event.

Warm regards,

*The Banning Lewis Ranch Metro District #1
YMCA of the Pikes Peak Region*

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INTRODUCTION

1.1 Welcome Packet Purpose

The purpose of the Northtree Rules and Regulations Packet is to provide you with all of the information you need to begin enjoying the many amenities, programs and activities available to you as a resident in your community. Each guideline has been thoughtfully established with the best interest of the community in mind with the goal of providing a safe and enjoyable environment for all residents.

Please take the time to review this packet in its entirety and let us know if you have any additional questions, concerns, or suggestions. We value your feedback, and we look forward to hearing from you.

1.2 Mission Statement

To provide exceptional services to our residents which reflect our uncompromising standards of excellence and dedication to providing opportunities for ***Building Better Lifestyles***.

1.3 History & Developer Story

Banning Lewis Ranch is a place with a lot of colorful history behind it. For almost a century, it has been a thriving cattle ranch. Now Northtree is home to residents instead of calves and foals.

From the start, the Banning Lewis Ranch team has wanted the new Banning Lewis Ranch to feel like home. This thinking guided the plan for the inaugural village, Northtree. That's why you'll find things like tree-lined streets and open-rail fences. Natural green spaces and feathery wild grasses. A new community recreation center complete with a pool, ball fields, the Banning Lewis Ranch Academy, a public K-8 charter school, and beautiful new homes in a variety of architectural styles, displaying rich character and neighborhood crafting, all interconnected by a network of trails and footpaths called "pasillos". It's the kind of place you just don't find much anymore. More good things are planned for the future of the entire Ranch, like town centers with friendly shops and restaurants, more neighborhood schools, a variety of cultural and recreational attractions and places to work or start a business. Our goal is to create a sense of community from the beginning, to honor the past and look forward to the future.

We hope you'll agree that this historically significant property is in good hands. Our goal is to find Guest Builders and employees who care about the quality of what they do. We want to include a sense of history and heritage in this master plan. And every step of the way, we want to be able to look back and be proud of what we've done together.

1.4 YMCA of the Pikes Peak Region

As part of the goal of providing our residents with the best leisure amenities and programming, we have hired YMCA of the Pikes Peak Region (YMCA) as the facility manager. The YMCA is responsible for the managing the daily operations, staff, programs, and services offered at the Northtree Ranch House and within the Northtree community. YMCA is committed to providing residents with quality

leisure experiences and is dedicated to their mission of providing opportunities for Building Better Lifestyles.

2 GENERAL INFORMATION

2.1 General Hours of Operation

Banning Lewis Ranch residents have access to The Ranch House 24/7. Please remember to bring your access key!

Please check www.banninglewisranchmetrodistrict.com/contacts.htm for the most up to date hours for the:

- Northtree Ranch House
- Northtree Backyard, Pool and Splash Area
- Vista Water Park
- Tennis Courts

Pool Closing Policies

The YMCA will close the pool when severe weather or pool maintenance requires it. Any time lightning is within a ten (10) miles radius, the pool, including all of the pool deck and showers must close for at least thirty (30) minutes. Blood borne pathogen contamination or fecal contamination will necessitate pool closing. Vomit (other than a clear substance) will necessitate pool closing. Outside temperature of 59° F or colder will necessitate pool closing. Water temperature of 70° F or colder will necessitate pool closing. Following a closing for any of the above stated reasons, the pool will remain closed until the condition requiring the closing has been resolved to the satisfaction of the YMCA.

2.2 Operating Calendar and Holidays

Holidays

The facility will be closed on the following days:

- Easter
- Thanksgiving
- Christmas Eve closed at 12 p.m.
- Christmas
- New Year's Eve closed at 12:00 p.m.
- New Year's Day

Inclement Weather

We will make every attempt to remain open during times of inclement weather; however, the facilities will be closed if the conditions are determined to be a threat to the residents and staff. The YMCA generally follows the delay and closure schedule of Falcon School District 49 (D49).

If D49 has a 2-hour delay, the Ranch House will open 2-hours later than the Regular Hours, typically by 11:00 a.m. All Group Ex and Toddler Time events will be cancelled. Group Ex classes will resume after 11:00am. We will have weather closing updates on the BLR Facebook page.

Maintenance and Closures

In an effort to achieve the highest standards of parks and amenities cleanliness and safety, there will be times when certain areas of the facility will be shut down for improvements, cleaning, and preventative maintenance. Resident understanding and patience is appreciated as efforts are made to improve and maintain the cleanliness, safety, and aesthetics of the facility. Whenever possible, maintenance days will be planned in advance and residents will be given proper notification.

Parks and amenities may be closed at the discretion of the District Manager or Board of Directors' designee. Closures will occur as necessary for maintenance, or rest and renovation following events which cause damage and reduce safety. Scheduled users will be notified in advance whenever possible. Users will also be notified on the District website and posted signage signifying the field as "closed."

The District may employ measures such as temporary fencing to isolate playing surfaces until safe use conditions are restored. In an effort to lengthen the playability and use of turf areas, the District requests that users refrain from, or limit, the use of heavy traffic wear areas during use, regardless of weather, to assist in providing the best turf conditions possible. This includes any portion of the parks and amenities showing wear due to traffic. Continued or un-repairable damage by permitted users will result in the discontinuation of use and may incur costs to remedy associated damages. Users will be notified directly of the District's intention to change, discontinue, or temporarily suspend use.

2.3 Contact Information

Northtree Ranch House

YMCA of the Pikes Peak Region
General Email: blrcconsultants@ppymca.org
6885 Vista Del Pico Blvd.
Colorado Springs, CO 80927
Ph.719-522-2432

Banning Lewis Ranch Metropolitan District Nos. 1-5 and Regional Nos. 1 & 2

CliftonLarsonAllen LLP
Josh Miller – District Manager
111 South Tejon Street, Suite 705
Colorado Springs, CO 80903
Phone: 719-284-7226
Email: josh.miller@CLAconnect.com
Website: <http://banninglewisranchmetrodistrict.com/>

Billing Inquires:

CliftonLarsonAllen LLP, Billing Department
8390 E Crescent Pkwy Suite 300,
Greenwood Village, CO 80111
Phone: 303-265-7949

Covenant Control & Enforcement/Design Review Committee

MSI
Elaine Anderson – Community Manager

8610 Explorer Drive Suite 130
Colorado Springs, CO 80920
Phone: 719-260-4548
Fax: 719-578-5611
Email: EAnderson@msihoa.com
Website: www.msihoa.com/contact-us

2.4 Facility Access and Eligibility for Use

All residents (resident owners, members of households living in our community and designated tenants) are entitled to use the community facilities and amenities.

Non-resident owners who have delegated the right to use the community amenities to their tenant must provide the Banning Lewis Ranch Metro District No. 1 with written authorization and a listing of tenants. Resident owners are responsible for providing a copy of the rules and regulations and access ID cards to the facility. Tenants are required to complete a new resident packet before using the facility.

The Banning Lewis Ranch Metro District Nos. 1-5 and Regional Nos. 1 & 2 (collectively, “Banning Lewis Ranch Metro District” or “Metro District”) reserves the right to suspend a resident’s/tenant’s use of the amenities for failure to follow the policies and procedures, posted rules and regulations, directives of staff on duty, and for a resident’s/tenant’s failure to pay any amounts owed to the Banning Lewis Ranch Metro District.

Metro District Guidelines of Disciplinary Enforcement:

- First incident: An incident report will be submitted to the Metro District and a warning will be issued.
- Second incident: An incident report will be submitted to the Metro District and the resident/tenants right to use the facilities will be suspended for two weeks.
- Third incident: An incident report will be submitted to the Metro District and the resident/tenants right to use the facilities will be suspended for a minimum of one year.

2.5 Disclaimer

Residents and guests using the facilities do so at their own risk. The safety of our residents and guests of our community is a primary concern. All persons using the facilities do so at their own risk and agree to abide by the rules for use of the facility. The Banning Lewis Ranch Metro District, and the YMCA of the Pikes Peak Regions, and their respective 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 or from the acts, omissions or negligence of other persons using the facilities. Residents are responsible for their actions and those of their guests.

2.6 Comments and Suggestions

Our staff is always striving to improve service to the community. Resident suggestions and ideas are essential to our continued success. Residents can voice their concerns and suggestions by speaking to our staff or emailing blrcconsultants@ppymca.org.

2.7 Policy Enforcement

Please be aware that staff must protect the rights and privileges of rule-abiding residents, and that inappropriate behavior will not be accepted. All users are responsible for compliance with the rules and regulations established for the safe operations of all the facilities. Anyone continuing to violate Ranch House rules will be refused access to the Ranch House and its amenities in accordance with Metro District guidelines. The staff reserves the right to ask residents to leave the facilities.

2.8 Access Cards & USPS Keys

Complimentary use of certain amenity areas is restricted to residents and their guests. To gain access to certain amenity areas, you must use your access card. This access card allows you convenient access to these facilities. Under no circumstance should a resident provide their access card to a non-resident to allow them to utilize the amenities.

New residents can stop by the Ranch House and show a copy of their closing documents for their access cards and USPS keys for their mailbox. Each household will be issued two (2) access cards at no charge for the initial cards. Replacement cards carry a fee of \$25.00.

2.9 Guest Policies

Residents are able to bring up to 4 guests with them to the Ranch House at no cost. Guests must be accompanied by a Resident 16 years of age or older. Additional guests carry a fee of \$5.00 payable to the Banning Lewis Ranch Metro District. Residents are able to bring 1 guest per person to the gym. There is a max of 8 guests per household, per day.

3 PROGRAMS, ACTIVITIES, AND SERVICES

3.1 Program Descriptions

The YMCA offers residents a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels, based upon interest level. Some of these programs will be offered at additional cost.

Each year, the staff will evaluate and seek to improve upon existing programs, as well as continually add new activities in each category based upon interest level. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience.

YMCA provides residents a diverse selection of programs, activities, and events each month. Below is a sample of the types of programs that may be offered to our residents based upon interest levels and at additional costs.

CATEGORY	PROGRAMS BASED UPON RESIDENT INTEREST LEVEL
----------	---

Fitness	<ul style="list-style-type: none"> • Group Exercise • Yoga • Pilates 	
Aquatics	<ul style="list-style-type: none"> • Water Exercise • Swim Lessons • Private Lessons 	
Sports	<ul style="list-style-type: none"> • Soccer • Basketball • Flag Football 	<ul style="list-style-type: none"> • Mini Camps • Sports Camps • Clubs and Teams
Social Programs	<ul style="list-style-type: none"> • Holiday Parties • Special Events • Clubs • Interest Groups 	<ul style="list-style-type: none"> • Resident Socials • Wine & Cheese Parties Potlucks • Family Programs
Youth Programs	<ul style="list-style-type: none"> • Arts and Crafts • Parent's Night Out • Dances • Teen Night • Movie Night 	<ul style="list-style-type: none"> • Special Events • Field Trips • Ice Cream Socials • Story Time

3.2 Program Calendar

Residents can easily find information on new programs and events by picking up the monthly calendar from the Ranch House, on the community bulletin board located in the Ranch House, or through the neighborhood email blast.

3.3 Program Registrations

Programs will be open to residents and their guests only. Residents may register guests for programs; however, in order to provide residents with priority registration, guests will be assessed a non-resident surcharge and will only be able to register for programs if space permits.

Registration dates and deadlines will be advertised each month in the program calendar. Registration will typically end one week prior to the start of the class unless otherwise noted.

Residents can complete and submit a program registration form with payment (if applicable) during all office hours. Residents can also put a credit card on file at the Ranch House. Once a Resident has a credit card on file, Ranch House staff will be able to take program registration payments over the phone.

3.4 Program Fees and Payment Types

A variety of complimentary and fee based programs will be offered to residents. Fees for programs are occasionally required to offset the cost of instruction, supplies, equipment, and administrative expenses. Full payment must be made at the time of registration.

Residents may pay for programs with cash, credit cards, or by making checks payable to YMCA – Pikes Peak Region.

3.5 Program Changes and Cancellations

The staff will notify residents if there is a need to change or cancel a program. If a program is cancelled, residents will be issued a refund or credit. Once payment is received the residents spot will be reserved and no refund or credit will be issued unless the event is cancelled.

3.6 RSVPs and Registration Deadlines

Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, please register by the posted deadline. Prices for some programs go up after posted deadline.

Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible.

3.7 Waiting Lists

Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the residents on the waiting list will be contacted. This waiting list will also be utilized to determine if an additional program can be offered.

3.8 Program Refunds and Credits

Once payment is received the resident's spot will be reserved and no refund or credit will be issued unless the event is cancelled. Refunds and credits after the program registration deadline or after a program begins may not be approved.

3.9 Resident Clubs and Interest Groups

Our facilities will host many interest group and activity club meetings and social events. Clubs and interest groups will be resident managed and self-supporting. The Ranch House staff will help to facilitate meetings and assist in the development of activities developed by the clubs. Any resident wishing to develop an interest group or club should contact the staff to receive additional information or simply use the attached [Resident Club or Interest Group Application](#).

Meeting and event dates will be subject to facility availability. All clubs must be open to any resident of the community. Clubs and interest groups are for residents only, guests may be permitted to attend club functions on a limited basis with permission from the club members. Clubs may not have a fee based program or collect any type of payment from Residents.

3.10 Program Suggestions and Ideas

The Ranch House staff is constantly striving to improve programs and services offered to the community. Residents are encouraged to submit ideas and suggestions for upcoming programs by emailing blrcconsultants@ppymca.org.

4 FACILITY FEATURES AND USAGE GUIDELINES

4.1 Community Amenities Overview

Our community plans to offer residents a wide variety of amenities and services including:

Community

- Tree-lined streets
- Open-rail fences
- Community, neighborhood & pocket parks
- Natural open spaces
- Internal pasillo trails that get you from here to there
- Water-wise native landscaping
- Sports fields
- Tennis courts
- Pickleball courts
- Adventure play areas
- Picnic areas
- Banning Lewis Ranch Academy, a public K-8 charter school

Ranch House

- Exercise room with the latest cardio and strength training machines
- Catering kitchen
- Interior fireplace and cozy sitting area
- Exterior fireplace with covered lounge veranda
- Outdoor fire pit
- Jr-Olympic pool
- Kids splash play area
- Event lawn
- Full time activities director and programming staff

4.2 General Facility Usage Guidelines

The following usage guidelines have been established to maintain the facility and ensure the safety and enjoyment of all residents. Specific rules for each area are posted in each area and outlined under their own section in this Welcome Packet.

General Facility Rules

1. Guests must be accompanied by a resident over 16 years of age.
2. Residents under the age of 16 must be accompanied by an adult (16 or older) when using the amenities. Additional age requirements may apply as listed in the usage guidelines for specific areas.
3. Residents are encouraged to speak to their physician before engaging in physical exercise. All residents utilize the amenities at their own risk. Assumption of risk and waiver of liability forms must be signed and on file before utilizing the amenity areas.

4. Residents must have at all times in their possession their access, membership card for identification to swipe in and utilize certain amenities.
5. With the exception of the pool and wet areas where bathing suits are permitted, residents must be properly attired with shirts and shoes to utilize the amenities.
6. Bathing suits and wet feet are not allowed indoors with the exception of the cabana restroom areas.
7. Food and drink will be limited to designated areas only.
8. Consumption of alcohol is prohibited unless it is during an authorized event or private rental function with any required permits or liquor license being the responsibility of the owner conducting the event or private function. Residents under 21 years of age may not consume alcohol on property at any time.
9. Excessive noise that will disturb other residents and guests is not permitted.
10. There is no smoking, including vape smoking and/or e-cigarettes allowed in the backyard on property. Smoking is allowed in designated outdoor areas only, and all waste must be disposed of in the appropriate receptacles. Smoking in the Ranch House or pool area is not permitted under any circumstance.
11. Use of profane or inappropriate language is not permitted.
12. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the facility.
13. Residents are responsible for cleaning up after themselves and helping to keep the amenity areas clean at all times.
14. Residents are encouraged to let the staff know if an area of the facility or a piece of equipment is in need of cleaning or maintenance.
15. All equipment and supplies provided for use of the amenities must be returned in good condition after use.
16. With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors unless it is an authorized event.
17. Bicycles, skateboards, rollerblades and other vehicle usage (e.g., scooters) is limited to designated outdoor areas only.
18. All programs and services including personal training, group exercise, tennis lessons, and instructional programs must be conducted by an approved and certified employee or representative of the YMCA of the Pikes Peak Region.
19. To prevent disturbance to others, use of cellular telephones is limited while in the facility. Residents and guests are asked to keep their ringers turned off or on vibrate while in the facility. If using the gym please respect Residents by taking your calls outside of the exercise area.
20. The facility and staff are not responsible for lost or stolen items. Residents are encouraged to keep track of their valuables. Staff members are not permitted to hold valuables or bags for patrons.
21. All found items should be turned in to the staff for storage in the lost and found. Items will be stored in the lost and found for up to one month.
22. Residents are encouraged to assist the staff in the enforcement of these usage guidelines. Residents may notify the staff on duty if an individual is violating usage guidelines.
23. Rules are subject to change as deemed necessary by Banning Lewis Ranch Metro District No. 1.

4.3 Fitness Center

Our community offers a beautiful fitness room complete with state-of-the-art cardiovascular and strength training equipment.

Usage Guidelines

1. All residents are encouraged to consult their physician before beginning an exercise program.

2. All residents must check in or scan their keycard/membership card at the Front Desk. After hours residents must use their 24-hour access card to gain entry into the facility.
3. Staff members may offer residents basic guidance on the proper and safe utilization of the equipment. Group fitness orientations may also be available as part of the scheduled program calendar.
4. Residents under 12 may not use the fitness room. This includes infants, strollers and carriers.
5. Residents ages 16 and older may utilize the fitness center independently, but they must have a membership card and a signed waiver on file.
6. Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness room.
7. All equipment must be wiped down after use with the wipes and/or spray provided.
8. If a resident/guest is waiting, cardiovascular equipment utilization is limited to 45 minutes.
9. If a resident/guest is waiting for the weight equipment, individuals should allow others to “work in” between sets.
10. Food is not permitted in the fitness room.
11. Sport drinks or other beverages must be contained in non-breakable spill-proof containers.
12. Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
13. All concerns, equipment malfunctions, and maintenance needs should be reported to the staff.
14. The community may offer a personal training program for residents seeking more individualized attention and guidance. Information on trainers, packages, and fees will be available at the Ranch House.
15. All instructors must be approved, certified and be employed directly or as a representative by the management company.
16. All other general facility rules apply.

4.4 Pool and Splash Play Area Rules

We are pleased to provide our residents with a fantastic aquatic amenity area available seasonally.

General Usage Rules

1. Children 5 years of age or younger must be accompanied in the water, within arm’s distance at all times by a parent/guardian 16 year of age or older.
2. Children 10 years of age or younger must be accompanied by an adult/guardian 16 years of age or older. Parent/guardian must be on the pool deck or in the pool.
3. Children 12 years of age or younger must take a swim test before using the pool.
4. Shower before entering the pool.
5. Coastguard approved flotation devices only. (No inflatable devices such as water wings, rafts, etc.) Non-swimmers must stay in designated shallow areas. Children with lifejackets or foam swim suits must have a parent/guardian within arm’s reach regardless of age.
6. No running on the pool deck or pool area.
7. Fins and snorkels may only be used by lap swimmers. A mask or goggles may be used during open swim times.
8. Horseplay, unnecessary roughness, foul language, public displays of affection, and inappropriate behavior are prohibited.
9. Standing, sitting, or hanging on shoulders, throwing one another, and slapping the water with noodles is prohibited.
10. Gum and glass containers must be left outside the pool area.
11. Sitting and hanging on the lane lines and safety ropes is prohibited. Swimmers must swim under, not over them.

12. Equipment including kickboards, pull buoys, and paddles are only to be used during lap swim or swim lessons.
13. Alcohol and containers are not allowed anywhere in the pool areas.
14. Smoking and vaping is prohibited in the pool area.
15. Flips, dives, back dives, cartwheels, or jumping backwards off the side of the pool are prohibited.
16. Use ladders and steps properly. No playing or loitering on the stairs. Only one swimmer at a time on the ladder.
17. Swim diapers must be worn by all children who are not yet potty trained. Diaper changing is prohibited on the pool deck.
18. No swimming in the water slide discharge area.
19. Admission to the pool will be refused to people with infectious diseases, rashes, fevers, foot infections, open wounds, etc.
20. Prolonged underwater swimming and breath holding is prohibited.
21. Only YMCA staff may teach lessons. Pool may not be used for non-YMCA sanctioned lessons.
22. The YMCA staff will close the pool when severe weather or pool maintenance requires it. The pools, deck, and showers will close when lightning is within a 10-mile radius. Blood borne pathogen contamination or fecal contamination will necessitate pool closing as well.
23. Lifeguards have final discretion and the authority to enforce any rules printed or verbal. The lifeguard reserves the right to remove any person from the pool area if they act in an unsafe manner or are creating an unsafe/dangerous situation for themselves or others.

Swim Band/Test Requirements & Age Policies

SWIM BAND REQUIREMENTS

The YMCA of the Pikes Peak Region is committed to providing safe, fun aquatic environments to our communities. We are making adjustments to our operating procedures so that we may align with and stay ahead of current aquatic industry standards.

RED	YELLOW	BLUE	GREEN
SWIM BAND REQUIREMENTS Non-swimmers and Youth members not 48 inches tall	Non-swimmers and Youth members not 48 inches tall	Can adequately perform the following skills: <ul style="list-style-type: none"> Swim ½ length of the pool unassisted and without stopping Must maintain a horizontal position and make forward progression during swim Perform front & back float. Pull self to an upright position and exit the pool 	Can adequately perform the following skills: <ul style="list-style-type: none"> Jump into pool and tread water for one minute. Swim one length of the pool unassisted and without stopping Must maintain a horizontal position and make forward progression during swim Perform front & back float. Pull self to an upright position and exit the pool
PARENT RESPONSIBILITY 6 months-6 years Parent/caregiver must be within arms reach of the child Parent/caregiver may not have more than 2 red band children in their care, 1 child must wear a lifejacket 7 - 10 years Parent/caregiver must be in the pool actively supervising 11-12 years Parent/caregiver must be in the pool actively supervising	7 - 10 years Parent/caregiver must be in pool area 11-12 years Parent/caregiver must be in the facility	7 - 10 years Parent/caregiver must be in the facility 11-12 years Youth Member may be in facility unaccompanied	7 - 10 years Parent/caregiver must be in the facility 11-12 years Youth Member may be in facility unaccompanied Green band test will not be given at Tri Lakes, Memorial Park or Cottonwood Creek due to pool depth; green bands earned at another YMCA are welcome at these facilities
DESIGNATED SWIM AREAS Youth Member may swim in water that does not surpass chest May swim in water greater than 3 ½ ft with parent/caregiver within arm's reach at all times	Youth Member may swim in water up to 3½ ft May swim in water greater than 3½ ft with parent/caregiver within arm's reach at all times	Youth Member may swim in water up to 4½ ft May use slides that drop into 4½ ft of water or less, must meet height requirement to use slides	Youth Member may swim in any depth of water May use slides, must meet height requirement to use slides

Lap Swim Etiquette – Village 1 Ranch House

1. Be prepared to share lanes.
2. Try to swim with people who have the same ability. Please respect other people's efforts.
3. Be cautious and courteous. Do not start directly in front of or behind someone approaching the wall for a turn. Give them room and drop behind.
4. Let others know you are entering the lane. If necessary, get a swimmer's attention by waving a kickboard underwater. Those already in the lane always have the right of way.
5. With two or more swimmers in a lane, swim a circle pattern (keep to the right).
6. To pass another swimmer: Touch the person on the foot once only during the lap. If you are touched on the foot, move quickly off to the side of the lane when you reach the wall and allow

the person to pass.

7. If you are resting or waiting at the end of the lane, move out of the way to allow other swimmers full use of the wall when turning. Do not occupy the lane for socializing; exit after your workout.
8. While lifeguards are not responsible for enforcing lap swim etiquette, they may be of assistance explaining and clarifying the rules.
9. Daily swim tests will take place during Safety Break at 10 minutes to each hour in an end lane of the lap pool.

Slide Rules – Vista Ridge Water Park

1. Must be 48" tall.
2. A line will form on pool deck, not on stairway. All swimmers must wait at the bottom of the slide until the lifeguard allows them to go up the stairway. Only one rider at a time.
3. No tubes, mats, lifejackets, goggles, or masks permitted in flume.
4. Enter slide in sitting position. Slide must be ridden feet first either sitting or lying down on back.
5. No running, standing, kneeling, rotating, tumbling, or stopping in flume.
6. Exit splash down pool area immediately.

Water Splash Play Rules

1. Children under the age of 5 must be accompanied by a person at least 16 years of age when using the water splash playarea.
2. The water splash play area may be slippery and caution must be used when playing in this area.
3. All other general facility rules apply.

4.5 District Facilities

The facility contains common social areas that will be programmed at specific times of the day and will also be open for resident use for a rental fee. The multi-purpose room will be available for rentals and scheduled programs only.

Usage Guidelines

1. All areas (excluding areas initially being utilized by Welcome Center functions) are open for resident utilization for a fee unless a structured program, event, or private rental is taking place.
2. A schedule of activities will be posted at the Ranch House updated by the staff.
3. No one under the age of 16 is allowed in these areas alone unless accompanied by an adult (16 years and older). Residents are not permitted to "drop off" their children/grandchildren without specific supervision from an adult.
4. Only specified areas are available for private rentals (see Rentals Section).
5. No alcoholic beverages are allowed except during approved clubs, groups, and private functions.
6. Residents are responsible for cleaning up after themselves.
7. All other general facility rules apply.

4.6 Tennis and Pickleball Courts

Our community offers the seasonal use of 2 tennis courts and 8 pickleball courts for informal use, lessons, and league play.

Usage Guidelines

1. Tennis courts are available for use by residents and their guests only on a first come, first served basis.
2. Courts may only be reserved for a community approved program or event.
3. A schedule of activities will be posted in each area and updated by the staff.
4. When other players are waiting, court use should be limited to 1 hour.
5. No one under the age of 16 is allowed in the area alone unless accompanied by an adult (16 years and older). Residents are not permitted to “drop off” their children/grandchildren without specific supervision from an adult.
6. Bikes, rollerblades, skateboards and equipment with wheels are not permitted.
7. All players shall be dressed in appropriate attire. Hard and/or black soled shoes are restricted from the courts.
8. The rules established by the United States Tennis Association (U.S.T.A.) will be followed and adhered to by all players at all times on the tennis courts.
9. Smoking in the court areas is not permitted.
10. Food and gum are not permitted on the courts. Water and sports drinks must be in a non-breakable spill-proof container.
11. Profanity, fighting, or disruptive behavior will not be tolerated.
12. No furniture, other than benches already provided will be allowed on the playing surfaces.
13. All instructors must be approved, certified, and employed by the management company.
14. All other general facility rules apply.

4.7 Sports Fields

Our community offers several sports fields for resident utilization. These fields are maintained for use by all residents.

Usage Guidelines

1. Fields are available for use by residents and their guests on a first come, first served basis.
2. Fields may only be reserved for a community approved program or event.
3. A schedule of activities will be posted in each area and updated by the staff.
4. Bikes, rollerblades, skateboards, and equipment with wheels that may damage the fields are prohibited.
5. Chalking or marking the fields must be approved in advance and proper marking materials must be utilized.
6. Pets must be kept on a leash and residents must pick up and dispose of pet waste in appropriate receptacles.
7. Profanity, fighting or disruptive behavior will not be tolerated.
8. Smoking is not permitted on the fields.
9. Residents are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come, first served basis.
10. Organized sports teams utilizing field for practice are required to fill out an [Application for Revocable Park Use Permit for Sports Team Practices](#) and acquire a [Revocable Park Use Permit](#).
11. All other general facility rules apply.

4.8 Event Lawn, Patio, Picnic Areas, and Outdoor Areas

The event lawn, patio, and other Ranch House outdoor areas have been beautifully designed and maintained for resident enjoyment and utilization.

Usage Guidelines

1. The event lawn and patio areas are available for use by residents and their guests only on a first come, first served basis. Private rentals may be reserved through the staff following the rental policies (see Rental Section).
2. The event lawn and patio areas may only be reserved for a community approved program or event.
3. A schedule of activities will be posted in each area and updated by the staff.
4. The patio grill(s) may be utilized by residents on a first come, first served basis.
5. Residents are responsible for cleaning the patio grill after use.
6. The use of the fire pit must have adult supervision.
7. No one under the age of 16 is allowed in the area alone unless accompanied by an adult (16 years and older). Residents are not permitted to "drop off" their children/grandchildren without specific supervision from an adult.
8. Bikes, rollerblades, skateboards, and equipment with wheels are prohibited.
9. Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be utilized.
10. Pets are not allowed in the outside Ranch House areas.
11. Profanity, fighting, or disruptive behavior will not be tolerated.
12. Smoking is not permitted on the field.
13. Residents are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come, first served basis.
14. Picnic areas are available on a first come, first served basis. Private rentals may be reserved through the staff following the rental policies (see Rental Section).
15. Amplified sound systems and DJs are prohibited unless it is an approved program, event, or private rental.
16. Residents must clean up after themselves and dispose of trash in the appropriate receptacles.
17. Removal of tables and grills from the picnic area is prohibited.
18. All other general facility rules apply.

4.9 Trails and Pasillos

Our community will offer a system of internal connected trails ("pasillos") for residents to enjoy.

Usage Guidelines

1. Trails are open to all forms of non-motorized transportation unless otherwise posted.
2. Trails may be used at any time, but please take care before dawn and after dusk as the trails are not lighted.
3. Pedestrians have the right-of-way on trails unless otherwise posted.
4. Bicycles, in-line skaters and other "wheeled" travelers must yield to pedestrians.
5. All events, races, and competitions must be approved programs.
6. Proper control must be maintained at all times. Speed should be restricted to safe levels appropriate for existing trail conditions.
7. Faster users should pass on left and announce their intention before passing.
8. Trail users must stay on existing designated trails.
9. Do not disturb vegetation or wildlife.
10. The staff should be notified if any trail requires maintenance or any unusual behavior is witnessed on the trails.

4.10 Drainage Ways and Detention Ponds

The drainage ways and detention ponds throughout the community are naturally designed and

maintained. These wet areas are not designed for fishing, swimming, or recreational use unless otherwise designated.

4.11 Playgrounds and Tot Lots

Our community provides several tot lots and playground areas for residents to enjoy with their children.

Usage Guidelines

1. Residents may utilize the playgrounds and tot lots at their own risk.
2. Residents are responsible for the behavior of their children.
3. Adult supervision (16 years and older) is recommended for children under 16. Children must remain in the sight of parents/guardians.
4. Proper footwear is recommended and no loose clothing, especially with strings, should be worn.
5. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
6. The following are not allowed around the playground equipment: food, drinks, or gum; pets of any kind; sticks, wooden or metal bats; ropes; roller skates, roller blades, or skateboards; hard balls such as baseballs, golf balls, etc.
7. Playground equipment is for all children. They should take turns and share the equipment.
8. All children are expected to play cooperatively with other children.
9. No jumping off high from any climbing bar or platform.
10. If anything is wrong with the equipment or someone gets hurt, notify any adult and/or the staff immediately.

5 FACILITY RENTALS

5.1 Facility Rental Areas and Fees

For the convenience and enjoyment of our residents, our community offers several facilities and outdoor areas available for private rentals. Up to 18 5-foot rectangular tables and 45 chairs are available at no cost at the Ranch House. Rental of the Ranch House facilities requires a resident sponsor. Vista Park Facilities are available to the general public for rent and do not require a resident sponsor. Rentals are only available during staffed hours.

Indoor Ranch House

Area and Location	Description	Fees
Common Room	Maximum occupancy 75	\$50 per hr.
Multi-purpose room	Maximum occupancy 35	\$35 per hr.
Conference room	Maximum occupancy 15	\$25 per hr.
Kitchen	Can be rented in addition to other areas	\$25 per hr.
All Indoor Areas		\$150 per hr.

Outdoor Ranch House

Area and Location	Description	Fees
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Northtree Park	Maximum occupancy 75	\$35 per hr.
Northtree Park, Veranda & Kitchen	Maximum occupancy 100	\$75 per hr.
Tennis Courts		\$50 per hr.
Ranch House Swimming Pool*		\$100 per hr.

Outdoor Vista Park

Vista Water Park*		\$125 per hr.
Pickleball Courts		\$10 per hr./per court OR \$50 per hr. for all courts

* Pool rentals also require an additional fee of \$50/hr for two (2) lifeguards up to 50 people and an additional \$25/hr per additional 25 people. Pool rentals must be made at least two (2) weeks in advance in order to accommodate scheduling.

5.2 Facility Rental Procedure

Individuals interested in renting an indoor or outdoor space must fill out a [Facility Rental Agreement](#) and agree to the cleaning checklist. The Facility Rental Agreement contains specific facility policies and procedures. A \$200 deposit and a money order or cashier's check for the cost of the facility rental will be required to reserve any indoor or outdoor space. Guests may only use the pool if the outdoor space is rented.

6 EMERGENCY PROCEDURES AND EQUIPMENT

6.1 Emergency Procedures

In the event of an emergency, the facility is equipped with a first aid kit. All aquatics staff members are first aid and CPR certified and when on duty will respond to emergencies, accidents and injuries.

If an accident or injury occurs, an adult or member of the Ranch House staff should be notified immediately. In the event of an after hours emergency, call 911. The use of the facilities is at your own risk and Banning Lewis Ranch Management Company or Banning Lewis Ranch Metro District assumes no liability and shall not be liable for accidents or injuries.

6.2 Emergency Equipment

The following equipment is available in specified areas throughout the community.

AED

Location: The AED is located in the Ranch House and Vista Park and can be accessed by any staff member.

Procedure for Use

1. Follow CPR steps with the victim.
2. Send someone to call 911.
3. If the victim is not breathing and you do not hear a heartbeat, open the AED.
4. Follow instructions provided by the AED.

First Aid Kit

Location: The first aid kit is located in the staff offices and can be accessed by any staff member.

Procedure for Use

1. Notify a staff member that first aid is required.

7 FORMS

7.1 New Resident Information Form

The New Resident Information Forms are kept on file for all residents. This allows the staff to maintain current information on all residents eligible to utilize the amenities. The same forms are to be used by tenants.

7.2 Program/Activity Registration Form

Program registration forms are utilized to register for activities and events. This form provides instructors and staff with all necessary information.

7.3 Facility Rental Agreement and Event Application

The Facility Rental Agreement Form is utilized for private rental of specified indoor and outdoor amenities available for private functions.

7.4 Resident Club or Interest Group Application and Guidelines

Applications may be filed by residents wishing to form a resident interest group or club. These applications provide information necessary to form an interest group or club and provide the group/club with associated privileges.

7.5 Revocable Park Use Permit for Sports Team Practices

The Revocable Park Use Permit for Sports Team Practices Application is utilized to allow limited practices for sports teams via Park use Permits. The application includes a Waiver and Release from Liability and Agreement to Indemnify.

NEW RESIDENT INFORMATION FORM

Address: _____ City: _____ State: _____ Zip code: _____ Email: _____	Primary Phone: _____ Secondary Phone: _____ Authorization for Photos: <input type="checkbox"/> YES <input type="checkbox"/> NO
Residents of Address Only	
Last Name: _____ First Name: _____ MI: _____ Birthdate: _____ Medical Conditions: _____	Emergency Contact Name: _____ Phone: _____ Relation: _____
Last Name: _____ First Name: _____ MI: _____ Birthdate: _____ Medical Conditions: _____	Emergency Contact Name: _____ Phone: _____ Relation: _____
Last Name: _____ First Name: _____ MI: _____ Birthdate: _____ Medical Conditions: _____	Emergency Contact Name: _____ Phone: _____ Relation: _____
Last Name: _____ First Name: _____ MI: _____ Birthdate: _____ Medical Conditions: _____	Emergency Contact Name: _____ Phone: _____ Relation: _____
Last Name: _____ First Name: _____ MI: _____ Birthdate: _____ Medical Conditions: _____	Emergency Contact Name: _____ Phone: _____ Relation: _____
Last Name: _____ First Name: _____ MI: _____ Birthdate: _____ Medical Conditions: _____	Emergency Contact Name: _____ Phone: _____ Relation: _____

Conditions of Membership

I acknowledge that participation in aerobics and other exercise, weight training, sports, use of pools, spas, saunas, steam rooms, and any fitness equipment carry a potential risk of injury and/or illness. I further acknowledge the Banning Lewis Ranch Metropolitan Districts and the YMCA of the Pikes Peak Region assumes no responsibility for any such injury or illness. I also understand that neither the Banning Lewis Ranch Metropolitan District, nor the YMCA of the Pikes Peak Region provides accident or health insurance for its members or participants and it is my responsibility to provide such coverage for myself and family. I hereby release the Banning Lewis Ranch Metropolitan District and the YMCA of the Pikes Peak Region, its agents, servants, and employees from any and all claims for injury, illness, death, loss, or damage which may result from participation in any such activity or program. I acknowledge the Banning Lewis Ranch Metropolitan District and the YMCA of the Pikes Peak Region are not responsible for personal property lost, damaged or stolen while using the facilities or participating in programs on the Banning Lewis Ranch Metropolitan District Property including, but not limited to, offsite locations, District buildings or facilities, parking lots, or garages.

I, for myself, my spouse, my minor children, and my heirs, legal representatives, executors and assigns, hereby waive, release, and covenant not to sue the District and its officers, directors, employees, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, the "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any physical or property damage, loss, or injury while upon the premises of the District or while participating in or attending any sport, recreational, or other program or activity sponsored or sanctioned, or in any way connected with the District facilities and/or programs, whether such loss, damage, or injury results from the negligence of or any other tort committed by the Releasees or from some other cause. I understand and recognize that there are specific risks of physical or property damages, losses, injury or even death that may result from my participation or attendance at the Programs. I voluntarily assume the risks associated with such participation or attendance.

I hereby give permission for the Banning Lewis Ranch Metropolitan District and the YMCA of the Pikes Peak Region to use, without limitation, obligation, or compensation, film footage, tape recordings, and/or photographs which may include the member's image or voice for purposes of promoting or interpreting the YMCA of the Pikes Peak Region's programs. I acknowledge the cause of the YMCA of the Pikes Peak Region is to strengthen the foundation of the community. I also acknowledge no statement contained in the Northtree Rules and Regulations Packet creates any guarantee of continued usage or privileges of the amenities and the Banning Lewis Ranch Metropolitan District reserves the right, without prior notice, to modify, amend or terminate the usage and privileges of the amenities because of any behavior conflicting with the rules, policies and regulations of the Banning Lewis Ranch Metropolitan District and the mission and/or values of the YMCA.

Member Acceptance

I have read and understand the conditions of membership as stated above and further understand my signature represents the agreement of myself and all persons named on the opposite side form under 18. It is required that all persons over 18 read and sign this form prior to receiving membership cards and/or utilizing facilities. I am hereby aware of facility age requirements and guidelines not stated on

this form, and agree to abide by such guidelines. I understand that the conditions are effective immediately and shall survive the termination of my rights to use the District facilities and Programs

I acknowledge the receipt of key cards number: _____ & _____ and will report these cards missing and will be responsible for paying for replacement cards.

Printed Name of Member Printed Name of Parent or Legal Guardian if under 18

Signature of Member Signature of Parent or Legal Guardian if under 18 Date

FOR OFFICE USE ONLY:

Date Received: _____

Emma: _____ **Winpak:** _____ **Daxko:** _____ **RLog:** _____

Mailbox Keys Issued: _____

Deed _____ **Lease** _____ **Exp.** _____

Water Bill: ☐ YES ☐ NO

If no, letter or release collected? ☐ YES ☐ NO

Staff Initials: _____ **Date Entered:** _____

PROGRAM/ACTIVITY REGISTRATION FORM

One Per Household - Complete form and submit to the Ranch House.

Name of Participant	Parent's Name (if under 18)	Gender	Age	Program/Activity Name	Fee
		<input type="checkbox"/> M <input type="checkbox"/> F			\$
		<input type="checkbox"/> M <input type="checkbox"/> F			\$
		<input type="checkbox"/> M <input type="checkbox"/> F			\$
		<input type="checkbox"/> M <input type="checkbox"/> F			\$

Form of Payment:

☐ Check (Payable to Banning Lewis Ranch Metropolitan District No. 1)

Special Needs

Does anyone registered have any special needs? If so, please describe below to assist our staff in providing a positive recreational experience.

Wavier for Participant and/by Parent:

In consideration of your accepting my or my child's entry, I hereby, for myself, my child, my heirs, executors, and administrators, waiver and release any and all rights and claims for damages I or my child may have against the Banning Lewis Ranch Metropolitan District Nos. 1-5 and Regional Nos. 1 & 2 (together District), its representatives, successors and assigns for any and all injuries suffered by myself or my child on any activity sponsored by these groups. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the District harmless of and from any and all liability of whatever nature which may arise out of or result from such uses. For the consideration stated above, I further agree that in the event that my child repudiates or attempts to repudiate such release, I will personally indemnify and save harmless the District, its successors and assigns, for any and all loss and damage occasioned hereby.

PROGRAM/ACTIVITY REGISTRATION FORM

Signature Required: _____ **Date:** _____

(Participant or Parent/Guardian)

Phone: _____

MAIN HOUSEHOLD CONTACT

Name: _____

Street Address: _____

E-mail (optional): _____

Phone: _____

Emergency Phone: _____

Office Use Only

Staff Initials: _____

Date Received: _____

Registration Completed by: _____

Notes: _____

FACILITY RENTAL AGREEMENT AND EVENT APPLICATION

Name of Organization: _____

Address of Organization (billing): _____

City: _____ State: _____ Zip Code: _____

Phone Number of Organization: _____

Website of Organization: _____

Name of Event Organizer: _____

Will the Organizer be at the event? Please Circle: Yes / No

Organizer's Phone Number: _____

Organizer's Email: _____

Name of Secondary Contact: _____

Phone Number: _____

Email: _____

Name of Sponsor (If Applicable): _____

Phone Number: _____

Email: _____

Name of Event: _____

Type of Event (e.g., tournament, run/walk, concert): _____

Is the event open to the ☐ Public OR ☐ Private (invitation only)?

Will there be an admission fee charged for the event? _____

I.R.S Tax Exempt Number: _____

Please provide a copy of your IRS 501 (c) designation. If you are not tax exempt, please write n/a.

NOTE: All Event Organizers must provide documentation of liability insurance (\$1,000,000) for the event.

Date(s) of Event: _____

Anticipated attendance: Daily: _____ Total: _____

For single day events, please provide:

Start Time: _____ am/pm

End Time: _____ am/pm

For multi-day events, please provide a schedule with start time and end time for each day of the event. If your event requires set-up and tear down days in addition to the Event Dates please provide that in the schedule with a start time and end time.

Please mark all District facilities utilized by the event:

Indoor Ranch House (requires resident sponsor):

- ☐ Ranch House Common Room
- ☐ Ranch House Multi-Purpose Room
- ☐ Ranch House Conference Room
- ☐ Ranch House Kitchen

Outdoor Ranch House (requires resident sponsor):

- ☐ Northtree Park (adjacent to the Ranch House, provides baseball and soccer fields)
- ☐ Northtree Park, Veranda & Kitchen
- ☐ Tennis Courts at Northtree Park (2) _____
- ☐ Ranch House Swimming Pool*

Outdoor Vista Park:

- ☐ Vista Water Park* (8833 Vista Del Pico Blvd)
- ☐ Pickleball Courts at Vista Park (8) _____

* Pool rentals also require an additional fee of \$50/hr for two (2) lifeguards up to 50 people and an additional \$25/hr per additional 25 people. Pool rentals must be made at least two (2) weeks in advance in order to accommodate scheduling.

Please circle Yes or No for each of the questions below and read the applicable requirements.

Will alcohol be served at the event? Yes / No

To serve alcohol you must be a designated non-profit with a City of Colorado Special Event Liquor Permit.

Will there be vendors at the event? Yes / No

A City of Colorado Springs Temporary Sales Tax License and a state of Colorado Vendor Special Event License is required for all vendors.

Will there be food vendors and/or catering at the event? Yes / No

All food vendors must have a valid El Paso County Public Health Special Event License. For more information please contact El Paso County Public Health or visit their website at www.elpasocountyhealth.org/

Will there be tents at the event? Yes / No

Tent locations must be clearly marked on the event map.

Will there be amplified sound at the event? Yes / No

All events must comply with noise ordinances.

Will additional security be hired? Yes / No

Will portable restroom be brought to the site? Yes / No

Please provide a map and/or narrative of the event below. Include additional pages if needed.

FOR OFFICE USE

Date Received: _____

Received by: _____

Date Reviewed/Approved or Not Approved (circle one): _____

Walk-through date: _____

Canceled date (if applicable): _____

Total Fees Due: \$ _____

Total Deposits Due: \$ _____

Total Amount Due: \$ _____

In-Kind Requested? ☐ Yes ☐ No

Amount Approved: \$ _____

Date Payment Received: _____

Check #: _____

The following policies have been established for Ranch House rentals:

Usage must be reserved and sponsored by a Banning Lewis Ranch home owner in good standing. The home owner must be in attendance at all times. Home owner hereby warrants there will be no charge to his/her guests for admission, food, beverages or entertainment on the premises. Only non-profit events may be held. The type of event/purpose of rental must be disclosed at time of reservation. Rentals are only available during staffed hours.

A non-refundable rental fee of \$_____ is required to reserve the Ranch House or any portion thereof. Rental fee is due upon reservation. Cancellation notice must be made one week (7 days) prior to activity date or rental fee will be forfeited. In addition, a refundable security deposit of \$200 is due at the time the reservation is made. If damage to the District property occurs or if District property is not properly cleaned after the event as provided herein, then the security deposit will be used to repair and/or clean the District property, as necessary, and if the security deposit is insufficient to cover the cost of such repair and/or cleaning, the undersigned agrees to pay for any such additional costs. If the District property is not damaged and is cleaned as provided herein, the security deposit will be refunded to the home owner. We require two separate payments; one for the rental fee and one for the security deposit. Please make each money order or cashier's check payable to: Banning Lewis Ranch Metro District #1.

Cleaning Check List

- All dishes should be washed, dried, and put away.
- All tables and counters need to be free of crumbs, food, and wiped down.
- Floors/Rugs need to be swept and mopped or vacuumed.
- All furniture needs to be returned to its proper location.
- All garbage needs to be brought out to the dumpster.
- All garbage cans need a clean liner.
- Folding chairs and tables need to be put away in the closet in the Multi-Purpose Room.

Any access card used for the rental must be returned to Ranch House staff. District property must be left in a presentable manner and cleaned, which includes but is not limited to depositing all trash in trash containers, returning all furniture to its original location, sweeping the rented area flooring if applicable, cleaning out refrigerator if applicable, and wiping all counter surfaces with antibacterial wipes. The home owner shall notify Ranch House staff immediately of damage to any of the District property. There is no smoking permitted on the Ranch House premises. Equipment and supplies should not be left unattended. Music must not be audible outside of the Ranch House, unless approved. The maximum number of people allowed in the Ranch House at any time is _____. The sale or consumption of alcoholic beverages at any event where children under 18 years of age are present is strictly prohibited, and the undersigned agrees to comply with all state and local laws with respect to alcohol consumption and marijuana.

The undersigned may request a walk-through inspection of the Ranch House with a Ranch House representative within 7 days prior to the event in order to report any existing damage before use. All children under 18 years of age must be accompanied by an adult for the duration of the event. No gambling or betting of any kind shall take place on District property. No alterations shall be made to District property without the prior written consent of Ranch House staff, including but not limited to moving inside tables and chairs outside, or moving outside tables and chairs inside. Non-compliance with any of the conditions herein listed will result in immediate cancelation of reservation and forfeiture of rental fee, and assessment of other expenses determined by Ranch House Management.

All federal, state and local laws shall be strictly observed by the home owner and his/her guests, and all such laws will be strictly enforced by Ranch House Management.

The undersigned acknowledges and assumes any and all risk of damage to, loss or theft of personal property, and

personal injury or death arising from, or in connection with, the rented premises or any portion of the Ranch House. The undersigned agrees that the Banning Lewis Ranch and the Banning Lewis Ranch Metropolitan District Nos. 1-5 and Regional Nos. 1 & 2 (together District) and their successors, heirs, assigns, subsidiaries, parent companies, affiliates, divisions, partners, officers, directors, employees, managers, attorneys, accountants, agents, trustees, and each of them, in all capacities, including individually, shall not be liable or responsible for the care and protection of any guest, their possessions or for any loss or damage thereto, of whatever kind or nature, and shall not be liable for injuries or death to persons or property occurring because of the use of the rented premises or any portion of the Ranch House. The undersigned agrees to discharge and release, and to save, indemnify, and hold harmless the Banning Lewis Ranch Metro District and their respective successors, heirs, assigns, subsidiaries, parent companies, affiliates, divisions, partners, officers, directors, employees, managers, attorneys, accountants, agents, trustees, from and against any and all damages, losses, liabilities, claims, causes of action, costs, and expenses, including but not limited to those related to loss or theft of personal property and reasonable attorneys' fees, asserted against any of the foregoing by the undersigned, his or her family, heirs, assigns, guests, employees, legal representatives, or invitees, arising in any way out of the use of the Ranch House by the persons who have gained access to the Ranch House as a result of the actions or omissions of the undersigned.

I have read the policies concerning the use of the Ranch House and agree to the terms and conditions stated herein.

Signature of Home Owner

Date

Printed name of Home Owner

Signature of Ranch House Representative

Date

Printed name of Ranch House Representative

RESIDENT CLUB OR INTEREST GROUP APPLICATION

Complete form and submit to the Ranch House.

We are pleased to offer the opportunity for residents to create their own clubs and interest groups that enhance the quality of life and recreational experiences offered within our community. To ensure that all clubs and interest groups are developed and implemented successfully and to allow us to effectively promote your club, we request that this application is completed and submitted to the Northtree Ranch House for approval.

BEFORE COMPLETING THIS APPLICATION, PLEASE REVIEW OUR CLUB AND INTEREST GROUP GUIDELINES. Thank you.

Club/Interest Group Name: _____

Description: _____

Proposed Meeting Dates: _____

Proposed Meeting Times: _____

Other Proposed Events: _____

CURRENT ROSTER ATTACHED? ☐ YES ☐ NO

Club/Group Leader Name*: _____

Address*: _____

Phone*: _____ Alt. Phone*: _____

E-Mail Address*: _____

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

RESIDENT CLUB OR INTEREST GROUP APPLICATION

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 rules. I understand that this application will be submitted to and reviewed by the Facilities Director for approval.

Signature Required: _____ **Date:** _____

OFFICE USE ONLY

Submitted to Facilities Director On _____

Reviewed by Facilities Director On _____

Approved by Facilities Director On _____

Not Approved by Facilities Director On _____

Approved w/Comments by Facilities Director On _____

RESIDENT CLUB OR INTEREST GROUP GUIDELINES

Complete form and submit to the Ranch House.

Thank you for your interest in starting a resident club or interest group within our community. Please review these guidelines designed to help us develop a wide array of successful community clubs.

STEPS TO STARTING A CLUB:

1. Review these guidelines and ask us any questions that you may have.
2. Complete and submit a Resident Club or Interest Group Application.
3. Complete and submit a Resident Club or Interest Group Roster.
4. Applications are reviewed monthly by the Facilities Director for approval. Once reviewed, a meeting will be established with the Group Leader to discuss the application and/or begin the club development process.

GUIDELINES:

Club & Interest Group Purpose

1. Resident Clubs and Interest Groups are recreational or special interest in nature and do not serve as a chartered committee recognized by Banning Lewis Ranch et al.
2. The purpose of Clubs and Interest Groups is to bring together residents with a common interest or talent in an organized manner that will enhance the leisure opportunities available within the community.

Club & Interest Group Qualifications

1. Residents wishing to start an interest group must complete a Club or Interest Group Application that must be approved by the Facilities Director prior to starting group.
2. They must be open to ALL residents.
3. They cannot put a "cap" on the number of residents permitted to join the group.
4. They should be recreational or special interest in nature and it is recommended, subject to the Facilities Director discretion, that these groups do not pertain to cultural, religious, or political interests.
5. They must adhere to the facility rules and regulations, hours of operation, and policies.
6. They must have a designated leader. See below.
7. They must provide the Facilities Director with a description of their purpose for use in community marketing materials and publications.

RESIDENT CLUB OR INTEREST GROUP GUIDELINES

Leaders

1. Leaders are encouraged to communicate with the Facilities Director on updates, activities, programming, and room reservations.
2. Leaders must provide a phone number and e-mail address that can be published in the newsletter and in other publications.

Meetings for Clubs and Interest Groups

1. Must reserve room with the Facilities Director.
2. Rooms should be reserved at least 2 weeks in advance of meeting.
3. Groups may reserve the facility for meetings once a month for up to two (2) hours. Unused hours do not roll-over.
4. Room rental fees will be waived for regular meetings. If the Club or Interest Group fails to appear and/or cancel a reservation in accordance with the rental agreement, the fees will no longer be waived.
5. Clubs and Interest Groups will have advanced rental privileges allowing them to reserve a room up to 12 months in advance.
6. During the Holidays (December) and Graduation (Late May/Early June) the facilities receive many paid rental reservations. All groups/clubs will be notified within two weeks of their rental date if it needs to be re-scheduled.

Dues, Financial Management and Liability

1. In an effort to encourage participation by all residents, it is recommended that dues and joining fees are not charged. Any proposed dues for a Club or Interest Group must be approved by the Facilities Director.
2. Groups must be non-profit.
3. Fees can be charged for events and activities that offset the cost of supplies, equipment, and contractors.
4. Groups are responsible for their own financial management.
5. Fundraising events can be organized on a voluntary basis to support the activities of the Club or Interest Group.
6. The facility, staff and Facilities Director assume no responsibility for the fiscal management of the recognized Interest Groups.
7. The facility, staff, and Facilities Director assume no responsibility for accidents, injuries or incidents resulting from participation in the Club or Interest Group. All participants will be required to have a signed waiver on file prior to participating in the Club or Interest Group.

RESIDENT CLUB OR INTEREST GROUP ROSTER

Please complete this Club/Interest Group Participant Roster and submit it to the Ranch House.

The Group Leader will be responsible for updating this roster with the names and information of any new participants.

CLUB/INTEREST GROUP INFORMATION

Club/Interest Group Name: _____

Description: _____

Club/Group Leader Name: _____

Club/Group Leader Contact: Phone: _____ Email: _____

Name	Phone	Email	Waiver on File? Y/N
1.			
2.			
3.			
4.			
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22.			
23.			
24.			
25.			

APPLICATION FOR REVOCABLE PARK USE PERMIT FOR SPORTS TEAM PRACTICES

Applicant must be at least 21 years of age

_____ DISTRICT RESIDENT/SPONSOR

_____ NON-RESIDENT/SPONSOR

_____ Number of Resident Players

_____ Number of Non-Resident Players

_____ Number of Resident Coaches

_____ Number of Non-Resident Coaches

Organization: _____

Location of Event: _____

Purpose of Event: _____

Date(s) of Event: _____

Maximum Attendance: _____ Hours: _____ a.m./p.m. to _____ a.m./p.m.

Applicant's Name: _____

Applicant's Address: _____

Applicant's Phone: Home: _____ Cell: _____

POLICY

The Banning Lewis Ranch Metropolitan District No. 1 (the "District") Board of Directors has adopted the Park Use Permit Policy regarding sport team practices at the District's park. The District has determined it is in the best interest of the Banning Lewis Ranch Community to allow limited practices for sport teams only via Park Use Permits. Teams may practice from 3:30 p.m. until dusk Monday through Saturday. No practices will be permitted on Sunday. There will be a fee of \$35 per hour, per team, for the field.

Please note, that in order to be eligible for Sport Team Practice Permit, a team must comprise itself of at least 25% District residents, i.e., coach and/or players, no exceptions! A current roster of the team will need to be provided with the application. Permits will be issued seasonally on a first come, first served basis. The applications will be available at both the Banning Lewis Ranch House at 6885 Vista Del Pico Blvd. (719-522-2432) and on the district website: www.banninglewisranchmetrodistrict.com. The applicant must be a resident of the District unless the applicant has received written authorization from the Board of Directors to use the Property. The applicant must complete and execute this Application for Revocable Park Use Permit for Sport Team Practices, which includes a Waiver and Release from Liability and then submit the applicable fees. If the applicant is a corporation, the Application and Waiver must also be executed by an individual.

PERMIT CONDITIONS

1. Motorized vehicles are prohibited (this includes vehicles for purposes of unloading or loading equipment).
2. No commercial concessions shall be operated, nor charge or donation request of any kind be made of the public on the premises. Programs, circulars, pamphlets, handbills, or any other printed material shall not be sold or give away or contain any advertising without prior written District approval.
3. Upon termination of permitted use, the area shall be restored to a litter free condition. Repair or cleanup required by the District will be billed to applicant based on cost of service.
4. If additional security or traffic control measures are required, the District will not assume any financial responsibility.
5. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the express written consent of the District.
6. Destruction, damage, or removal of any vegetation or defacement of District property is prohibited. Applicant shall be responsible for any and all such damages.
7. Disorderly conduct and/or abusive language shall be prohibited and shall be cause from ejectment and loss of deposit.
8. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior express written consent of the District.
9. No alcoholic beverages shall be permitted. Consumption of alcoholic beverages shall be cause for ejectment and loss of deposit.

10. No participant or spectator involved in any organized games or contests may consume alcoholic beverages.
11. A copy of this permit must be in the possession of the applicant or designated representative and shown to District personnel upon request.
12. District parks and facilities are patrolled by local law enforcement agencies and all other applicable rules and regulations to include state statutes, county regulations or city ordinances will be enforced.
13. The applicant and the organization shall be responsible for its/his/her actions and the actions of the parties represented as a result of this permit and shall execute the Waiver and Release which follows this Application for Revocable Park Use Permit. An unexecuted Waiver and Release shall render this Permit null and void.
14. Special requests regarding motorized vehicles, concessions, printed material, structures, sound equipment, hours and other: _____ must be made in writing to the Banning Lewis Ranch Metropolitan District No. 1 at least 30 days prior to the event.
15. This Permit is non-negotiable.
16. All other general facility rules apply.

VIOLATION OF ANY OF THE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION AND/OR FORFEITURE OF THE PARK USE PERMIT. REPAIRS OR CLEANUP BEYOND NORMAL USE WILL BE BILLED TO APPLICANT BASED ON COST OF SERVICE.

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this permit.

Signature of Applicant: _____

Organization Represented: _____ Date: _____

REVOCABLE PARK USE PERMIT

To be completed by District Manager and/or Recreation Center Facility Director issuing permit

Name of Organization: _____

Organization Contact: _____

Contact's Phone Number: _____

Contact's Email: _____

Address of Organization: _____

Location of Event: _____

Dates of Use: From: _____ to _____

Times of Use: From: _____ to _____

Approved Disapproved Date: _____

Fee: \$35 per hour/per team

Check # _____ Total \$ _____

Special Conditions:

Signature

Title

Date

WAIVER AND RELEASE FROM LIABILITY AND AGREEMENT TO INDEMNIFY

IN CONSIDERATION of the permission granted by the Banning Lewis Ranch Metropolitan District No. 1 (the "District") to enter upon the Property for the purpose defined in the Application for Revocable Park Use Permit, to which this RELEASE is attached and made a part, the undersigned applicant (the "Applicant"), on behalf of him/herself, and, if applicable, the organization, its members, representatives, guests, invitees and successors (the "Organization") (where applicable, the Applicant and Organization are hereafter referred to collectively as the "Undersigned") hereby agree as follows:

1. If executed on behalf of an Organization, Applicant states that he/she has been authorized to execute this application on behalf of the Organization.
2. That upon entering any such areas as described in the Application for Revocable Park Use Permit, the Undersigned will continuously thereafter inspect such facilities and all portions thereof, and its continued use thereof shall constitute an acknowledgement that it has inspected such facility and finds and accepts the same as being safe and reasonably suited for the purpose of the use; and further agrees and warrants that if at any time the facility is deemed to be unsafe, park officials will be notified, and use of the facility will be terminated.
3. The Undersigned HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS 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 against the District, the Undersigned ever had, 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 Property by the Undersigned.
4. The Undersigned AGREES TO INDEMNIFY AND HOLD HARMLESS the District, its officers, officials and representatives from and against any and 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 against the District or the Undersigned, any party shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the Property by the Undersigned.
5. The Undersigned expressly acknowledges and agrees that the activities at the facility are dangerous and involve risk of 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 facility and/or while competing, officiating, observing or working for or for any purpose participating in the event which is the subject of the application.

6. IN THE EVENT INTOXICATING BEVERAGES ARE SERVED OR SUPPLIED BY WHATEVER MEANS ON THE PARK GROUNDS TO THE UNDERSIGNED BY THE UNDERSIGNED OR OTHER INDIVIDUAL OR ENTITY IN ATTENDANCE, OR TO ANY OTHER INDIVIDUAL OR ENTITY IN ATTENDANCE BY THE UNDERSIGNED, THE UNDERSIGNED SPECIFICALLY ACKNOWLEDGE THAT THE TERMS OF THIS RELEASE WILL APPLY THERETO IN EVERY RESPECT. THE UNDERSIGNED HAS ACKNOWLEDGED AND AGREED THAT IT WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS RELEASE, FOR SUCH INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE DISTRICT FOR ANY AND ALL LIABILITY INCURRED BY IT AS A RESULT OF THE SERVICE OR SUPPLICATION OF INTOXICATING BEVERAGES ON THE PARK GROUNDS, AS STATED ABOVE.
7. The Undersigned expressly agrees that this Waiver, Release, and Indemnification Agreement 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 Agreement shall continue in legal force and effect.

THE UNDERSIGNED HAS READ, UNDERSTANDS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducements have been made.

UNDERSIGNED

Organization/Applicant: _____

By: _____

Date: _____

Organization/Applicant's Address:

Secondary Contact Person/Phone #



BANNING LEWIS RANCHSM

The Retreat

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.

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.

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 RANCHSM

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Key Staff/Roles

Lifestyle Director

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

Lifestyle Concierge

Name: Crystal Nelson Email: cnelson@myoakwoodlife.com Phone: (719) 696-2451 cell	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.
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District Managers

Banning Lewis Ranch Metropolitan District No. 1 Josh Miller CliftonLarsonAllen/Business Operations Email: Josh.Miller@CLAconnect.com Phone: (719) 284-7226	Banning Lewis Ranch Metropolitan District No. 5 Krista Baptist CliftonLarsonAllen/Business Operations Email: Krista.Baptist@CLAconnect.com Phone: (719) 284-7221
--	--

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.banninglewistranchmetrodistrict.com>.

Metro District 5 Board Members

Kathi Giddens Vicki Niemi Bob Cass Dawson Hubert Heidi Westberg	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 & to participate in the BLR cooperation committee providing input to the operating District on behalf of the community members.
---	--

Covenant Control and Enforcement/Landscape Design Review

Kayla Gaudio Diversified Association Management, LLC Email: banninglewisranch@diversifiedprop.com Phone: (719) 314-4524	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.
---	---

Additional Community Contacts

Trash and Recycling Services

Home Builder Services (HBS) Phone: (720) 547-8600	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.
--	--

Landscaping Services

Brightview Landscaping Services Phone: (719) 448-9500 Office (719) 499-5929 After Hours Emergency Line	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.
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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.

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:
<https://www.banninglewisranchmetrodistrict.com>

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 banninglewistranch@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. 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; 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, judgements, 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:

EXHIBIT B

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1.	Purpose of Issue:	Public infrastructure improvements
	Series:	2018A
	Date of Issue:	December 11, 2018
	Coupon Rate:	5.750%
	Maturity Date:	December 1, 2048
	Levy:	38.617
	Revenue:	\$ 513,502

2.	Purpose of Issue:	Public infrastructure improvements
	Series:	2018B
	Date of Issue:	December 11, 2018
	Coupon Rate:	8.000%
	Maturity Date:	December 15, 2048
	Levy:	0.000
	Revenue:	\$ 0

CONTRACTS^K:

3.	Purpose of Contract:	
	Title:	
	Date:	
	Principal Amount:	
	Maturity Date:	
	Levy:	
	Revenue:	

4.	Purpose of Contract:	
	Title:	
	Date:	
	Principal Amount:	
	Maturity Date:	
	Levy:	
	Revenue:	

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1.	Purpose of Issue:	Public infrastructure improvements
	Series:	2018C
	Date of Issue:	December 11, 2018
	Coupon Rate:	6.000 - 8.000%
	Maturity Date:	December 15, 2051
	Levy:	0.000
	Revenue:	\$ 0

2.	Purpose of Issue:	
	Series:	
	Date of Issue:	
	Coupon Rate:	
	Maturity Date:	
	Levy:	
	Revenue:	

CONTRACTS^K:

3.	Purpose of Contract:	
	Title:	
	Date:	
	Principal Amount:	
	Maturity Date:	
	Levy:	
	Revenue:	

4.	Purpose of Contract:	
	Title:	
	Date:	
	Principal Amount:	
	Maturity Date:	
	Levy:	
	Revenue:	

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

EXHIBIT C

BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2024

BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5
SUMMARY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 102,289	\$ 947,034	\$ 1,091,135
REVENUES			
Property taxes	353,970	618,074	821,148
Specific ownership taxes	36,805	62,434	82,115
Interest income	17,116	51,800	48,200
Developer advance	927,860	20,000	-
Facilities fees	120,000	77,000	66,000
Other revenue	-	-	12,136
Total revenues	1,455,751	829,308	1,029,599
Total funds available	1,558,040	1,776,342	2,120,734
EXPENDITURES			
General Fund	156,396	274,006	351,747
Debt Service Fund	388,824	391,201	545,487
Capital Projects Fund	65,786	20,000	-
Total expenditures	611,006	685,207	897,234
Total expenditures and transfers out requiring appropriation	611,006	685,207	897,234
ENDING FUND BALANCES	\$ 947,034	\$ 1,091,135	\$ 1,223,500
DEBT SERVICE RESERVE (MAX OF \$565,000)	565,000	565,000	565,000
SURPLUS FUND (MAX OF \$658,500)	382,034	526,135	658,500
TOTAL RESERVE	\$ 947,034	\$ 1,091,135	\$ 1,223,500

BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5
PROPERTY TAX SUMMARY INFORMATION
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,

ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
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ASSESSED VALUATION

Residential	\$ 2,117,420	\$ 7,708,550	\$ 11,214,410
Commercial	477,470	474,270	531,750
Natural Resources	-	10	10
State assessed	13,040	-	-
Vacant land	3,751,120	3,058,550	1,551,130
	<u>6,359,050</u>	<u>11,241,380</u>	<u>13,297,300</u>
Certified Assessed Value	<u>\$ 6,359,050</u>	<u>\$ 11,241,380</u>	<u>\$ 13,297,300</u>

MILL LEVY

General	22.266	21.993	23.136
Debt Service	33.398	32.989	38.617
Total mill levy	<u>55.664</u>	<u>54.982</u>	<u>61.753</u>

PROPERTY TAXES

General	\$ 141,591	\$ 247,232	\$ 307,646
Debt Service	212,380	370,842	513,502
Levied property taxes	<u>353,971</u>	<u>618,074</u>	<u>821,148</u>
Adjustments to actual/rounding	(1)	-	-
Budgeted property taxes	<u>\$ 353,970</u>	<u>\$ 618,074</u>	<u>\$ 821,148</u>

BUDGETED PROPERTY TAXES

General	\$ 141,591	\$ 247,232	\$ 307,646
Debt Service	212,379	370,842	513,502
	<u>\$ 353,970</u>	<u>\$ 618,074</u>	<u>\$ 821,148</u>

BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5
GENERAL FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Property taxes	141,591	247,232	307,646
Specific ownership taxes	14,722	24,974	30,765
Interest income	83	1,800	1,200
Other revenue	-	-	12,136
Total revenues	156,396	274,006	351,747
Total funds available	156,396	274,006	351,747
EXPENDITURES			
General and administrative			
County Treasurer's fee	2,124	3,708	4,615
Contingency	-	-	12,136
Intergovernmental expenditures	154,272	270,298	334,996
Operations and maintenance			
Total expenditures	156,396	274,006	351,747
Total expenditures and transfers out requiring appropriation	156,396	274,006	351,747
ENDING FUND BALANCES	\$ -	\$ -	\$ -

BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5
DEBT SERVICE FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 964,363	\$ 947,034	\$ 1,091,135
REVENUES			
Property taxes	212,379	370,842	513,502
Specific ownership taxes	22,083	37,460	51,350
Interest income	17,033	50,000	47,000
Facilities fees	120,000	77,000	66,000
Total revenues	371,495	535,302	677,852
Total funds available	1,335,858	1,482,336	1,768,987
EXPENDITURES			
General and administrative			
County Treasurer's fee	3,186	5,563	7,703
Paying agent fees	7,000	7,000	7,000
Contingency	-	-	14,653
Debt Service			
Bond interest - Series 2018A	378,638	378,638	378,638
Bond Principal - Series 2018A	-	-	20,000
Bond interest - Series 2018B	-	-	117,493
Total expenditures	388,824	391,201	545,487
Total expenditures and transfers out requiring appropriation	388,824	391,201	545,487
ENDING FUND BALANCES	\$ 947,034	\$ 1,091,135	\$ 1,223,500
DEBT SERVICE RESERVE (MAX OF \$565,000)	\$ 565,000	\$ 565,000	\$ 565,000
SURPLUS FUND (MAX OF \$658,500)	382,034	526,135	658,500
TOTAL RESERVE	\$ 947,034	\$ 1,091,135	\$ 1,223,500

No assurance provided. See summary of significant assumptions.

BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5
CAPITAL PROJECTS FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ (862,074)	\$ -	\$ -
REVENUES			
Developer advance	927,860	20,000	-
Total revenues	927,860	20,000	-
Total funds available	65,786	20,000	-
EXPENDITURES			
General and Administrative			
Accounting	1,290	1,000	-
Capital Projects			
Engineering	24,780	12,000	-
Capital outlay	39,716	7,000	-
Total expenditures	65,786	20,000	-
Total expenditures and transfers out requiring appropriation	65,786	20,000	-
ENDING FUND BALANCES	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

The Banning Lewis Ranch Metropolitan District No. 5 ("the District"), a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City of Colorado Springs, El Paso County, Colorado on December 1, 2005, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes).

The District was organized to provide street improvements, parks and recreational facilities, water supply, wastewater facilities, traffic and safety controls, public transportation, fire protection, mosquito control and television relay. The District is one of the Financing Districts organized in conjunction with ten other related Districts - Banning Lewis Ranch Metropolitan District Nos. 1, 2, 4, 5, 6 (now Banning Lewis Ranch Regional Metropolitan District No. 1), 7 (now Banning Lewis Ranch Regional Metropolitan District No. 2), 8, 9, 10, and 11. District No. 1 serves as the Operating District which will pay all vendors of and receive reimbursement/contributions from the Financing Districts. All other Districts, including District No. 5, are the Financing Districts which will issue debt, levy ad valorem taxes on taxable properties within each District and assess fees, rates and other charges as authorized by law. Banning Lewis Ranch Regional Metropolitan District No. 1 will serve as the Regional Improvement District serving District Nos. 1-5. The District's service area is located entirely within the City of Colorado Springs, El Paso County, Colorado.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting, in accordance with requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Pursuant to the Service Plan, the District is required to adjust its maximum Required Mill Levy for changes in the ratio of actual to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in a amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable [and to make up any deficiencies in the Reserve Fund].

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Property Taxes (continued)

The calculation of property taxes is reflected on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

For property tax collection year 2024, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

Category	Rate		Category	Rate		Actual Value Reduction	Amount
Single-Family Residential	6.70%		Agricultural Land	26.40%		Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%		Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%		Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%		Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%		Lodging	\$30,000
			Oil & Gas Production	87.50%			

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 10% of the property taxes collected.

Facilities Fees

The District assesses a system development fee of \$1,000 per lot, which is collected at time of lot sale. The budget anticipates the collection of facilities fees from 77 lots in 2023, and 66 lots in 2024. These fees are pledged toward payment of debt service of the District's Series 2018A General Obligation Bonds.

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 5.00%.

BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Expenditures

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Intergovernmental expenditure – Banning Lewis Ranch Metropolitan District No. 1 - O&M Taxes

Property taxes generated from the operations mills levied by the District for operations and maintenance, net of fees, are expected to be transferred to District No. 1, the Operating District, which pays all administrative expenditures of the District.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the District's Series 2018A General Obligation Bonds (discussed under Debt and Leases).

Debt and Leases

On December 11, 2018, the District issued General Obligation Bonds, Series 2018A (2018A Bonds), in the principal amount of \$6,585,000 for the purpose of paying and reimbursing the costs of capital infrastructure improvements, funding a Senior Reserve Fund, providing capitalized interest on the 2018A Bonds, and paying costs of issuance of the 2018A Bonds. The 2018A Bonds have a maturity date of December 1, 2048, and carry a fixed interest rate of 5.750%. Interest will be payable on June 1 and December 1 of each year beginning on June 1, 2019. Principal payments are due annually on December 1, beginning on December 1, 2024. The debt to maturity schedule is provided on page 12 of the Budget.

On December 11, 2018, the District issued Subordinate General Obligation Bonds, Series 2018B (2018B Subordinate Bonds), in the principal amount of \$1,011,000 for the purpose of paying and reimbursing the costs of capital infrastructure improvements. The 2018B Subordinate Bonds have a maturity date of December 15, 2048 and carry a fixed interest rate of 8.000%. The 2018B Subordinate Bonds are cash-flow bonds and therefore no estimated debt to maturity schedule is provided.

On December 11, 2018, the District issued Junior Lien General Obligation Bonds, Series 2018C (2018C Junior Lien Bonds), in the principal amount of \$1,942,000 for the purpose of reimbursing the costs of capital infrastructure improvements paid for by the Developer. The 2018C Junior Lien Bonds have a maturity date of December 15, 2051 and carry a fixed interest rate of 6.000% and 8.000%. The 2018C Junior Lien Bonds are cash-flow bonds and no payments are expected on these bonds until maturity. Therefore, no estimated debt to maturity schedule is provided.

The 2018A Bonds are secured by and payable solely from the Senior Pledged Revenue, which includes property taxes derived from the Senior Required Mill Levy, net of the cost of collection, Specific Ownership Taxes attributable to the Senior Required Mill Levy, Facility Fees, and any other legally available moneys of the District credited to the Senior Revenue Fund.

BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Debt and Leases (continued)

Pursuant to the Senior Indenture, the District has covenanted to impose a Senior Required Mill Levy on all taxable property of the District each year in an amount which, if imposed by the District for collection in the succeeding calendar year, would generate Senior Property Tax Revenues sufficient to pay the principal of, premium if any, and interest on the Senior Bonds as the same become due and payable (less any amounts then on deposit in the Senior Bond Fund, and solely as provided in the Senior Indenture, the Surplus Fund and the Reserve Fund, respectively) and to replenish the Reserve Fund to the Reserve Requirement, but not in excess of 30 mills (subject to adjustment described below); provided, however, that (i) for so long as the amount on deposit in the Surplus Fund is less than the Maximum Surplus Amount, the Senior Required Mill Levy shall be equal to 30 mills (as adjusted) or such lesser amount which, if imposed by the District for collection in the succeeding calendar year, would generate Senior Property Tax Revenues (A) sufficient to pay the principal of, premium if any, and interest on the Senior Bonds as the same become due and payable, to replenish the Reserve Fund to the Reserve Requirement, and to fully fund the Surplus Fund to the Maximum Surplus Amount, or (B) which, when combined with moneys then on deposit in the Senior Bond Fund and the Surplus Fund and the Reserve Fund, will pay the Senior Bonds in full in the year such levy is collected. In no event is the District to be required to impose the Senior Required Mill Levy after December 2058 (for collection in calendar year 2059).

In the event that the method of calculating assessed valuation is changed after January 1, 2008, the minimum and maximum mill levies of 30 mills will be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

The 2018A Bonds are further secured by amounts held by the Trustee in the Reserve Fund in the amount of \$565,000, as well as a Surplus Fund up to a maximum amount of \$658,500. No payments may be made on the 2018B Subordinate Bonds or the 2018C Junior Lien Bonds if the Reserve Fund and the Surplus Fund are less than the maximum amounts.

The 2018B Subordinate and 2018C Junior Lien Bonds are secured by and payable solely from the Subordinate Pledged Revenue, which includes property taxes derived from the required subordinate mill levy, net of the cost of collection, Specific Ownership Taxes attributable to the Subordinate Required Mill Levy, Subordinate Facility Fees, and any other legally available moneys of the District credited to Subordinate Pledged Revenue.

The Subordinate Indenture requires the District to impose a Subordinate Required Mill Levy on all taxable property of the District each year in an amount equal to (i) 30 mills (as adjusted) less the Senior Obligation Mill Levy (the sum of the Senior Required Mill Levy and any other ad valorem property tax levy required to be imposed by the District for the payment of Senior Obligations), or (ii) such lesser amount which, if imposed by the District for collection in the succeeding calendar year, would generate Subordinate Property Tax Revenues which, when combined with moneys then on deposit in the Subordinate Bond Fund, will pay the Subordinate Bonds in full in the year such levy is collected. In no event is the District to be required to impose the Subordinate Required Mill Levy after December 2058 (for collection in calendar year 2059).

BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Debt and Leases (continued)

The Junior Lien Indenture requires the District to impose a Junior Lien Required Mill Levy on all taxable property of the District each year in an amount equal to (i) 30 mills (as adjusted) less the Senior/Subordinate Required Mill Levy (the sum of the Senior Required Mill Levy, the Subordinate Required Mill Levy, and any other ad valorem property tax levy required to be imposed by the District for the payment of other Senior/Subordinate Obligations), or (ii) such lesser amount which, if imposed by the District for collection in the succeeding calendar year, would generate Junior Lien Property Tax Revenues which, when combined with moneys then on deposit in the Junior Lien Bond Fund, will pay the Junior Lien Bonds in full in the year such levy is collected. In no event is the District to be required to impose the Junior Lien Required Mill Levy after December 2058 (for collection in calendar year 2059).

Developer Advances

The District entered into an Advance, Acquisition and Reimbursement Agreement (Agreement) with the Developer. The District agrees to repay the Developer along with accrued interest, at a rate of 7.00% beginning on the date the advance were made to the date of repayment. The Agreement does not constitute a multiple-fiscal year obligation.

Schedule of Long Term Obligations

	Balance at December 31, 2022	Additions*	Repayments*	Balance at December 31, 2023*
Developer Advance				
Developer Advance - Capital	\$ 927,860	\$ 20,000	\$ -	\$ 947,860
Accrued Interest- Capital	61,371	65,650	-	127,021
Total Developer Advance	989,231	85,650	-	1,074,881
Bonds Payable				
Series 2018A G.O. Limited Tax Bonds	6,585,000	-	-	6,585,000
Series 2018B Subordinate G.O.	1,011,000	-	-	1,011,000
Accrued Interest - Series 2018B	370,573	110,526	-	481,098
Series 2018C Subordinate G.O.	1,942,000	-	-	1,942,000
Accrued Interest - Series 2018C	711,822	212,306	-	924,128
Total Bonds Payable	10,620,394	322,832	-	10,943,226
Total Long-Term Obligations	<u>\$ 11,609,625</u>	<u>\$ 408,482</u>	<u>\$ -</u>	<u>\$ 12,018,107</u>
	Balance at December 31, 2023*	Additions*	Repayments*	Balance at December 31, 2024*
Developer Advance				
Developer Advance - Capital	\$ 947,860	\$ -	\$ -	\$ 947,860
Accrued Interest- Capital	127,021	66,350	-	193,371
Total Developer Advance	1,074,881	66,350	-	1,141,231
Bonds Payable				
Series 2018A G.O. Limited Tax Bonds	6,585,000	-	20,000	6,565,000
Series 2018B Subordinate G.O.	1,011,000	-	-	1,011,000
Accrued Interest - Series 2018B	481,098	118,976	117,493	482,582
Series 2018C Subordinate G.O.	1,942,000	-	-	1,942,000
Accrued Interest - Series 2018C	924,128	229,290	-	1,153,418
Total Bonds Payable	10,943,226	348,266	137,493	11,153,999
Total Long-Term Obligations	<u>\$ 12,018,107</u>	<u>\$ 414,616</u>	<u>\$ 137,493</u>	<u>\$ 12,295,230</u>

* Estimate

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases (continued)

The District has no operating or capital leases.

Reserves

Debt Service Reserve

The District maintains a Debt Service Reserve of \$565,000 as required with the issuance of the 2018A Bonds.

Emergency Reserve

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since substantially all funds received by the District are transferred to District No. 1, which pays for all the District's operations and maintenance costs, the Emergency Reserve for these funds is reflected in the budget of District No. 1.

This information is an integral part of the accompanying budget.

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending December 31, Year	\$6,585,000 General Obligation Bonds Series 2018A Dated December 11, 2018 Principal Due December 1 Interest Rate 5.750% Payable June 1 and December 1		Total
	Principal	Interest	
2024	\$ 20,000	\$ 378,638	\$ 398,638
2025	70,000	377,488	447,488
2026	90,000	373,463	463,463
2027	95,000	368,288	463,288
2028	110,000	362,825	472,825
2029	115,000	356,500	471,500
2030	135,000	349,887	484,887
2031	140,000	342,125	482,125
2032	160,000	334,075	494,075
2033	165,000	324,875	489,875
2034	185,000	315,387	500,387
2035	200,000	304,750	504,750
2036	220,000	293,250	513,250
2037	230,000	280,600	510,600
2038	255,000	267,375	522,375
2039	270,000	252,712	522,712
2040	295,000	237,187	532,187
2041	315,000	220,225	535,225
2042	340,000	202,112	542,112
2043	360,000	182,562	542,562
2044	395,000	161,862	556,862
2045	415,000	139,150	554,150
2046	450,000	115,287	565,287
2047	475,000	89,412	564,412
2048	1,080,000	62,100	1,142,100
	<u>\$ 6,585,000</u>	<u>\$ 7,828,049</u>	<u>\$ 14,413,049</u>

NOTE: This debt to maturity schedule only represents the senior obligation of the District.
No debt to maturity schedule has been provided for the 2018B Subordinate Bonds or the
2018C Junior Lien Bonds because amounts are payable from subordinate pledged revenue,
which may or may not be sufficient to make debt service payments when due.

No assurance provided. See summary of significant assumptions.