

BANNING LEWIS RANCH™

AN OAKWOOD HOMES COMMUNITY

Northtree Rules and Regulations

Northtree Ranch House 6885 Vista Del Pico Blvd. Colorado Springs, CO 80927 Tel (719) 522-2432 BanningLewisRanch.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 Team
The Banning Lewis Ranch Metro District #1
MSI Management Specialist
YMCA of the Pikes Peak Region I (The
Ranch House Staff)

TABLE OF CONTENTS

INTE	RODUCT	ION	5
	1.1	Northtree Rules and Regulations Packet Purpose	5
	1.2	Mission Statement	5
	1.3	History & Developer Story	5
	1.4	YMCA of the Pikes Peak Region5	
2	GENERA	AL INFORMATION	6
	2.1	General Hours of Operation	6
	2.2	Operating Calendar and Holidays	6
	2.3	Contact Information	7
	2.4	Facility Access and Eligibility for Use	7
	2.5	Disclaimer	8
	2.6	Comments and Suggestions	8
	2.7	Policy Enforcement	8
	2.8	Access Cards & USPS Keys	9
	2.9	Guest Policies	9
3	PROGR	AMS, ACTIVITIES, AND SERVICES	9
	3.1	Program Descriptions	9
	3.2	Program Calendar	10
	3.3	Program Registrations	11
	3.4	Program Fees and Payment Types	11
	3.5	Program Changes and Cancellations	11
	3.6	RSVPs and Registration Deadlines	11
	3.7	Waiting Lists	12
	3.8	Program Refunds and Credits	12
	3.9	Resident Clubs and Interest Groups	12
	3.10	Program Suggestions and Ideas	12
4	FACILIT	Y FEATURES AND USAGE GUIDELINES	12
	4.1	Community Amenities Overview	12
	4.2	General Facility Usage Guidelines	13
	4.3	Fitness Center	14
	4.4	Pool and Splash Play Area Rules	15
	4.5	Multi-Purpose Room and Gathering Areas	16

	4.6	Tennis Courts	17	
	4.7	Sports Fields	17	
	4.8	Event Lawn, Patio, Picnic Areas, and Outdoor Areas	18	
	4.9	Trails and Pasillos	19	
	4.10	Drainage Ways and Detention Ponds	19	
	4.11	Playgrounds and Tot Lots	19	
5	FACILITY	/ RENTALS	20	
	5.1	Facility Rental Areas and Fees	20	
	5.2	Facility Rental Procedure	20	
6	EMERGI	ENCY PROCEDURES AND EQUIPMENT	20	
	6.1	Emergency Procedures	20	
	6.2	Emergency Equipment	. 20	
7	FOR VIS	AND WAIVERS	21	
	7.1	New Resident Information Form & Waivers	21	
	7.2	Program/Activity Registration Form	21	
	7.3	Facility Rental Agreement	22	
	7.4	Interest Group and Club Application and Guidelines	22	
NORTHTREE NEW RESIDENT INFORMATION FORM23				
NOF	RTHTREE	NEW RESIDENT WAIVER ADULTS	24	
NOI	THTRFF	NEW RESIDENT WAIVER MINORS	25	
NOF	RTHTREE	NEW RESIDENT WAIVER MINORS	26	
NOI	RTHTREE	NEW RESIDENT WAIVER MINORS	27	
PRC	GRAM/A	ACTIVITY REGISTRATION FORM	28	
PRC	GRAM/A	ACTIVITY REGISTRATION FORM	29	
		UB OR INTEREST GROUP APPLICATION		
RES	IDENT CL	UB OR INTEREST GROUP APPLICATION	34	
RESIDENT CLUB OR INTEREST GROUP GUIDELINES				
RESIDENT CLUB OR INTEREST GROUP GUIDELINES36				
RES	IDENT CL	UB OR INTEREST GROUP GUIDELINES	36	

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 a professional management company, YMCA of the Pikes Peak Region (YMCA).

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

Northtree Ranch House: Winter Hours:

Monday – Thursday: 9:00 a.m. to 8:00 p.m. Friday & Saturday: 9:00 a.m. to 6 p.m.

Sunday:

12:00 p.m. - 6 p.m.

Summer Hours:

Monday - Sunday: 8:00 a.m. - 8 p.m.

The exercise facility is open 24

hours a day.

Northtree "Backyard", Pool and Splash Play Area: Monday/Wednesday/Friday

6:00 a.m. - 8:00 a.m. Adult Lap Swim

**Note – At the start of school, the Adult Lap Swim will be from 8 a.m. to 10 am.

Open Memorial Day Weekend – Labor Day 8:00 a.m. – 9:00 a.m.

Clean-up and set up

9:00 a.m. - 8:00 p.m. Open Swim Tuesday/ Thursday/ Saturday / Sunday

9:00 a.m. – 8:00 p.m.

At :50 minutes of each hour, YMCA shall check and balance chemicals in the pool. Adults may swim laps during this time, unless chemicals need to be added.

Vista Water Park Hours

Memorial Day – Labor Day10:00 a.m. -7:00 p.m. Memorial Day till 2^{nd} week of June

10:00 a.m.-8:00 p.m. June - 1st week

of August

10:00 a.m. - 1:00 p.m. Monday -

Friday

When school begins in August: 3:30pm - 7:00pm Monday - Friday

10:00 a.m. - 7:00 p.m. Saturday and

Sunday

August – Labor Day

Daily - 8:00 a.m. to 8:00 p.m.

Northtree Tennis Courts: Daily - 6:00 a.m. to 9:00 p.m.

^{*} Please note hours of operation are subject to change.

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 59F or colder will necessitate pool closing.

Water temperature of 70F 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
- Memorial Day 10:00 a.m. -4:00 p.m.
- 4th of July open at 10:00 a.m. 4:00 p.m.
- Labor Day 10:00 a.m.-4:00 p.m.
- Thanksgiving
- Christmas Eve closed at 12 noon p.m.
- Christmas
- New Year's Eve closed at 5:00 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.

Maintenance Days

In an effort to achieve the highest standards of facility 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.

2.3 Contact Information

Northtree Ranch House

Abigail Harlan - Sr. Operations Director Carl Raider- Program Director, 6885 Vista Del Pico Blvd. Colorado Springs, CO 80927 Ph. 719-522-2432

Fx. 719-522-2433

aharlan@ppymca.org or craider@ppymca.org

Northtree New Resident Welcome Packet & Forms Page 7 of 38

Banning Lewis Ranch Metropolitan District Nos. 1-7

Cynthia Beyer – District Manager CliftonLarsonAllen 8390 E. Crescent Parkway, Suite 500 Greenwood Village, CO 80111 Ph. (303) 779-5710 Cynthia.Beyer@CLAconnect.com

CC&R & Enforcement

MSI Management Specialist Karen Oerter 8610 Explorer Drive, Suite 130 Colorado Springs, CO 80920 PH. (719) 260-4541 BanningLewisRanch@msihoa.com

Architectural Review (DRC)

Banning Lewis Ranch Metropolitan District No. 1 8390 E. Crescent Parkway, Suite 500 Greenwood Village, CO 80111

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. 1-7 (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 will be able to bring up to 4 guests with them at no cost. Guests must be accompanied by a Resident 16 years of age or older. Additional guest 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 and gathering area. There is a max of 8 guests per household, per day.

3 PROGRAMS, ACTIVITIES, AND SERVICES

3.1 Program Descriptions

We plan to offer 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 UPO	ON RESID	ENT INTEREST LEVEL
\ • -	 Personal Training 	•	Yoga
	 Group Exercise 	•	Pilates
44	 Assessments 		
fitness	Fitness Orientations		
AT CO	Water Exercise		
	 Swim Lessons 		
	 Private Lessons 		
aquatics	Pool Parties		
	• Soccer	•	Mini Camps
×5	 Basketball 	•	Sports Camps
/ /-	Flag Football	•	Clubs and Teams
sports			
·	Private Lessons	•	Adult Mixers
7	Group Lessons	•	Special Events
tennis			
	Dance	•	Cards
	 Cooking Classes 	•	Specialty Workshops
	Crafts		
	Watercolor Classes		
1	Holiday Parties	•	Resident Socials
17	 Special Events 	•	Wine & Cheese Parties
-17.	• Clubs	•	Potlucks
13000	 Interest Groups 	•	Family Programs



youthprograms

- Arts and Crafts
- Parent's Night Out
- Dances
- Teen Night
- Movie Nights

- Special Events
- Field trips
- 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 at the Ranch House. Information on programs is also posted on Banninglewisranch.com and on the community bulletin board located in the Ranch House.

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 will be able to register for all programs and activities in a variety of ways.

- In-person Registration Residents can complete and submit a program registration form with payment (if applicable) during all office hours.
- •

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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 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 residents 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 application.

Meeting and event dates will be subject to facility availability. All clubs must be open to any resident of the community. Guests may be permitted to attend club functions on a limited basis with permission from the club members.

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 info@Banninglewisranch.com

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

- 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.
- 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 (i.e., scooters) is limited to designated outdoor areas only. A designated area with racks for bikes, skateboards and other vehicles will be made available.
- 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.
- 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.

- 1. All residents are encouraged to consult their physician before beginning an exercise program.
- 2. 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.
- 3. Residents between the ages of 12 15 must participate in a fitness room orientation program and be accompanied by a parent/guardian at all times to utilize the fitness room. Residents under 12 may not use the fitness room unless they are registered in a program. This includes infants, strollers and carriers.
- 4. Residents ages 16 and older may utilize the fitness center independently, but they must have a membership card and a signed waiver on file.
- 5. Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness room.
- 6. All equipment must be wiped down after use with the wipes and/or spray provided.

- If a resident/guest is waiting, cardiovascular equipment utilization is limited to 45 minutes.
- 8. If a resident/guest is waiting for the weight equipment, individuals should allow others to "work in" between sets.
- 9. Food is not permitted in the fitness room.
- Sport drinks or other beverages must be contained in non-breakable spill-proof containers.
- 11. Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
- 12. All concerns, equipment malfunctions, and maintenance needs should be reported to the staff.
- 13. 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.
- 14. All instructors must be approved, certified and be employed directly or as a representative by the management company.
- 15. 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.

1.

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. Smoking and vaping is prohibited in the pool area.
- 14. Flips, dives, back dives, cartwheels, or jumping backwards off the side of the pool are prohibited.
- 15. Use ladders and steps properly. No playing or loitering on the stairs. Only one swimmer at a time on the ladder.
- 16. Swim diapers must be worn by all children who are not yet potty trained. Diaper changing is

- prohibited on the pool deck.
- 17. No swimming in the water slide discharge area.
- 18. Admission to the pool will be refused to people with infectious diseases, rashes, fevers, foot infections, open wounds, etc.
- 19. Prolonged underwater swimming and breath holding is prohibited.
- 20. Only YMCA staff may teach lessons. Pool may not be used for non-YMCA sanctioned lessons.
- 21. The YMCA staff will close the pool when severe weather or pool maintenance requires it. Any time thunder is heard or lightning is seen, the pool is, including all of the pool deck and showers, must close for 30 minutes. Blood borne pathogen contamination or fecal contamination will necessitate pool closing as well.
- 22. 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.

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. Note: 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.

Swim Test Policy – All Green Band Testing Performed at Village 1

Children twelve (12) years of age and younger will be swim tested by the guard on duty and will be required to wear the appropriate neckband for the duration of their visit. Swimming capabilities and test level of all swimmers is at the discretion of the Lifeguard on duty. At any time, a Lifeguard may retest or revoke permission of any swimmer for safety concerns or policy violation.

GREEN Band Test—Swimmers must be able to jump in the deep end, tread water for 60 seconds, swim halfway down the lap lane using a horizontal swim stroke without stopping or having assistance, roll over to their back and back-float for 30 seconds, and swim the remainder of the lap on their back. Green Band Swimmers are permitted to swim in the Green, Yellow, and Red Zones.

YELLOW Band Test—Swimmers must be at least 48 inches or taller. Yellow band swimmers are permitted to swim in the Yellow and Red Zones only.

RED Band Test—All swimmers 12 and younger who do not successfully complete the Green or Yellow Band Tests will be issued a Red Neckband. Red Neckband swimmers are permitted to swim in the Red Zone only.

RED NECKBAND SWIMMERS MUST have at least one parent IN THE WATER at all times at a ratio of one adult to every two children.

RED WRISTBAND SWIMMERS MUST have at least one parent IN THE WATER WITHIN ARM'S REACH at all times at a ratio of one adult to every two children.

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 play area.
- 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 Multi-Purpose Room and Gathering Areas

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.

- 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)
- 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 Courts

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

Usage Guidelines

- 1. Courts are available for use by residents and their guests only on a first come, first serve basis, for tennis only..
- 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, tennis 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. Court lights are automatic.
- 8. All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
- 9. 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.
- 10. Smoking in the tennis court areas is not permitted.
- 11. Food and gum are not permitted on the courts. Water and sports drinks must be in a non-breakable spill-proof container.
- 12. Profanity, fighting or disruptive behavior will not be tolerated.
- 13. No furniture, other than benches already provided will be allowed on the playing surfaces.
- 14. All tennis instructors must be approved, certified and employed by the management company.
- 15. 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.

- 1. Fields are available for use by residents and their guests on a first come first serve 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 serve basis.

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.

- 1. The event lawn and patio areas are available for use by residents and their guests only on a first come, first serve 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 serve 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 serve basis.
- 14. Picnic areas are available on a first come, first serve 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.

- 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.

Indoor

Area and Location	Description	Fees
Gathering Room & Kitchen	Maximum occupancy 100	\$75 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		\$100 per hr.

Outdoor

Area and Location	Description	Fees
Event Lawn, Veranda & Kitchen	 Maximum occupancy 100 	\$75 per hr.

5.2 Facility Rental Procedure

Residents interested in renting an indoor or outdoor space must fill out a Facility Rental Agreement and agree to the cleaning checklist. The rental agreement contains specific facility policies and procedures. A \$200 deposit 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.

Emergency Phone

Location

• The emergency phone is located at the restroom cabana near the entrance to the restrooms.

Procedure for Use

- 1. Pick up the phone and wait for the dial tone.
- 2. Notify the Ranch House that there is an emergency. The Ranch House staff will call 911.
- 3. Send someone to notify a staff member.
- 4. Keep someone with the injured party.
- 5. Send someone to meet the ambulance.

AED

Location

• The AED is located in the staff offices 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 AND WAIVERS

7.1 New Resident Information Form & Waivers

The Northtree Resident Information Forms and Waivers are kept on file for all residents. This allows the staff to maintain current information on all residents eligible to utilize the amenities. The Waiver, Release & Covenant Not to Sue for adults and minors must be signed by the resident representative on behalf of all family members.

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

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

7.4 Interest Group and Club Application and Guidelines

Applications may be filed by anyone 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 Community Foundation Volunteer Form

Community Foundation volunteer forms are utilized to register for volunteering for community groups, activities and events. This form provides instructors and staff with all necessary information.



Email:
Key Card: I - E Mailbox:
2nd Packet:
Res. Log Entry:
Deed/Lease:
D.L.

NORTHTREE NEW RESIDENT INFORMATION FORM

Your Contact Information
Name:
Street Address:
City/State/Zip:
Phone:
Emergency Contact:
E-Mail Address:
Acknowledgment of Receipt
I/We acknowledge the receipt of key cards number:&
and will report these cards missing and will be responsible for paying for replacement
cards. I/We have read the rules and regulations and will abide by these rules.
understand no statement contained in the Northtree Rules and Regulations Packet
creates any guarantee of continued usage or privileges of the amenities at Northtree
and acknowledge that Banning Lewis Ranch has the right, without prior notice, to
modify, amend or terminate the usage and privileges of the amenities.
I/We would like to participate in the Welcome Wagon: yes/no
Signature of Resident:
Date:



NORTHTREE NEW RESIDENT WAIVER ADULTS

Page 1 of 1 - Complete form and submit to the Ranch House.

WAIVER, RELEASE AND COVENANT NOT TO SUE

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, READ IT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PART, WE URGE YOU TO CONSULT YOUR ATTORNEY.

In consideration of the permission granted by the Releasees (as defined below) to use the Banning
Lewis Ranch House at Northtree including the athletic equipment, pool, parks, sports field and related
amenities owned by the Banning Lewis Ranch Metropolitan District Nos. 1-7 (together "District") facilities and
programs, by signing this WAIVER, RELEASE AND COVENANT NOT TO SUE, I,,
whose address is, 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 by Releasees, or in any way connected with the District
facilities and/or programs (collectively "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. <u>I voluntarily</u>
assume the risks associated with such participation or attendance.
This Waiver, Release, and Covenant Not to Sue is effective immediately and shall survive the
termination of my rights to use the District facilities and Programs.
I, the undersigned, have read this WAIVER, RELEASE AND COVENANT NOT TO SUE, and understand
all of its terms. I execute it <u>voluntarily</u> and with <u>full knowledge</u> of its significance.
IN WITNESS WHEREOF, I have signed this Waiver, Release and Covenant Not to Sue thisday of
, 20, at Colorado Springs, Colorado.
PRINT NAME: SIGNED:
3809953_2.DOC
50005555 <u>-</u> 1.200





NORTHTREE NEW RESIDENT WAIVER MINORS

Page 1 of 3 - Complete form and submit to the Ranch House.

WAIVER, RELEASE OF LIABILITY AND COVENANT NOT TO SUE

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, READ IT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PART, WE URGE YOU TO CONSULT YOUR ATTORNEY.

WHEREAS, the undersigned has been informed that in Section 13-22-107, Colorado Revised Statutes, the Colorado General Assembly found, determined, and declared it is the public Policy of Colorado that:

- (I) Children of Colorado should have the maximum opportunity to participate in sporting, recreational, educational, and other activities where certain risks may exist;
- (II) Public, private, and non-profit entities providing these essential activities to children in Colorado need a measure of protection against lawsuits, and without the measure of protection these entities may be unwilling or unable to provide the activities;
- (III) Parents have a fundamental right and responsibility to make decisions concerning the care, custody, and control of their children. The law has long presumed that parents act in the best interest of their children;
- (IV) Parents make conscious choices every day on behalf of their children concerning the risks and benefits of participation in activities that may involve risk;
- (V) These are proper parental choices on behalf of children that should not be ignored. So long as the decision is voluntary and informed, the decision should be given the same dignity as decisions regarding schooling, medical treatment, and religious education;
- (VI) The General Assembly intends to encourage the affordability and availability of youth activities in Colorado by permitting a parent of a child to release a prospective negligence claim of the child against certain persons and entities involved in providing the opportunity to participate in the activities; and
- (VII) the General Assembly further declared that the Colorado Supreme Court's holding in case number 00SC885, 48 P.3d 1229 (Colo. 2002), was not adopted by the General Assembly and did not reflect the intent of the General Assembly or the public policy of Colorado.

NOW, THEREFORE, in consideration of the Banning Lewis Ranch Metropolitan District Nos. 1-7 (together, "District") furnishing the opportunity for the child named below to participate in District activities, including transportation to and from the activities, participation, and spectating therein, which activities may result in personal injury or even death, on behalf of myself, my family, and the child named below, I



NORTHTREE NEW RESIDENT WAIVER MINORS

Page 2 of 3 - Complete form and submit to the Ranch House.

hereby release the District from all claims, losses, and liability to the maximum extent allowed by law and under the following terms:

- (1) Definitions. As used herein, unless the context otherwise requires:
 - (a) "child" means a person under eighteen years of age.
- (b) "parent" means a parent, as defined in Section 19-1-103 (82), C.R.S., a person who has guardianship of the person, as defined in Section 19-1-103 (60), C.R.S., a person who has legal custody, as defined in Section 19-1-103 (73), C.R.S., a legal representative, as defined in Section 19-1-103 (73.5), C.R.S., a physical custodian, as defined in Section 19-1-103 (84), C.R.S., or a responsible person, as defined in Section 19-1-103 (94), C.R.S.
- (c) "personnel" means any past, present, or future paid or volunteer director, officer, employee, agent, or manager of the District.

(2) Waiver or Release.

In consideration of the permission granted by the Releasees (as defined below) to use the Banning Lewis Ranch House at Northtree and its facilities and Programs (as defined below), by signing this WAIVER, RELEASE AND COVENANT NOT TO SUE, I, ________, whose address is ________, for myself, my spouse, my minor children, and my heirs, legal representatives, executors and assigns, release or waive my child's prospective claim for negligence against the District, its personnel and each of their 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 to myself or my below named child of minor years while upon the premises of the District's recreation center or while participating in or attending any sport, recreational, or other program or activity sponsored or sanctioned by Releasees, or in any way connected with the recreation center (collectively "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 <u>specific risks</u> of physical or property damages, losses, injury or even death that may result from my participation or attendance at the Banning Lewis Ranch House at Northtree or the Programs. <u>I voluntarily assume the risks associated with such participation or attendance</u>.

This Waiver, Release, and Covenant Not to Sue is effective immediately and shall survive the termination of my rights to use the District's recreation center and its Programs.

(3) Other Claims. Nothing herein shall be construed to waive the child's prospective claim against the District and its personnel for a willful and wanton act or omission, a reckless act or omission, or a grossly negligent act or omission.



NORTHTREE NEW RESIDENT WAIVER MINORS

Page 3 of 3 - Complete form and submit to the Ranch House.

(4) <u>No Waiver of Governmental Immunity</u>. Nothing herein shall be deemed or construed to waive or otherwise impair any provision of the Colorado Governmental Immunity Act as applied to the District and its personnel.

I, the undersigned, have read this WAIVER, RELEASE AND COVENANT NOT TO SUE, and

day of, 20, at	s Waiver, Release and Covenant Not to Sue this Colorado Springs, Colorado.
Print Name of Child	Print Name of Child
Birthday	Birthday
Print Name of Child	Print Name of Child
Birthday	Birthday
Print Name of Parent	
Signature of Parent	
Parent's address and phone number:	



PROGRAM/ACTIVITY REGISTRATION FORM Page 1 of 2

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
		□ M □F			\$
		□ M □F			\$
		□ M □F			\$
		□м□ғ			\$

Form of Payment: Check (Payable to Banning Lewis Ranch Metropolitan District No. 1)					
Spe	ecial Needs				
	es anyone registered have any special needs? If so, please describe below to assist our staff in p ositive recreational experience.	roviding			

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. 1-7 (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

Page 2 of 2

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
Registrations Completed By	
Notes	
·	



FACILITY RENTAL AGREEMENT NORTHTREE RANCH HOUSE Page 1 of 3

Date:	Event Date:
Room(s) Reserved:	Rental Time: *to *Rental Time includes the time for event set-up and clean up.
Type of Event/Purpose of Rental:	Number of Guests:
Home Owner Name:	Phone Number:
Address:	
The following policies have been established	ed for Ranch House rentals:
home owner must be in attendance at all this/her guests for admission, food, bevera	by a Banning Lewis Ranch home owner in good standing. The times. Home owner hereby warrants there will be no charge to ges or entertainment on the premises. Only non-profit events f rental must be disclosed at time of reservation.
thereof. Rental fee is due upon reservation activity date or rental fee will be forfeited. is due at the time the reservation is made. not properly cleaned after the event as prand/or clean the Ranch House, as necessal such repair and/or cleaning, the undersign	is required to reserve the Ranch House or any portion n. Cancellation notice must be made one week (7 days) prior to In addition, a refundable security deposit of \$ If damage to the Ranch House occurs or if the Ranch House is rovided herein, then the security deposit will be used to repair ry, and if the security deposit is insufficient to cover the cost of ned agrees to pay for any such additional costs. If the Ranch provided herein, the security deposit will be refunded to the
the time it will take to set up for the ever rental must be returned to Ranch House stoleaned, which includes but is not limite parking lot and returning all furniture tapplicable, cleaning out refrigerator, and owner shall notify Ranch House staff imme is no smoking permitted on the Ranch House tagging permitted on the Ranch House of people allowed in the Ranch House refrigerator.	d shall last no later than, which includes ent and clean up after the event. Any access card used for the taff. The Ranch House must be left in a presentable manner and d to depositing all trash in the trash container located in the to its original location, sweeping the rented area flooring if wiping all counter surfaces with antibacterial wipes. The home diately of damage to any of the Ranch House premises. There buse premises. Equipment and supplies should not be left cutside of the Ranch House, unless approved. The maximum cuse at any time is The undersigned agrees to espect to alcohol consumption and marijuana.

FACILITY RENTAL AGREEMENT NORTHTREE RANCH HOUSE Page 2 of 3

The undersigned may request a walk-through inspection of the Ranch House with a Ranch House representative within ______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 the Ranch House premises. No alterations shall be made to the Ranch House 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. 1-7 (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 and the 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 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		_



FACILITY RENTAL AGREEMENT NORTHTREE RANCH HOUSE Page 3 of 3

OFFICE USE ONLY – DEPOSIT & APPROVAL INFORMATION				
Amount of Depo	osit \$ Check #			
Received On _	Received By			
Payment \$	□ Cash □ Check #			
Staff Reviewe	ed & Approved □ Not Approved Initials:	Date:		
Rental Status:	☐ Walk-through (Date:/)	☐ Firm (Date:/)		
	□ Cancelled (Date://	☐ Deposit Returned (Date://		
Notes:				



RESIDENT CLUB OR INTEREST GROUP APPLICATION Page 1 of 2

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

Page 2 of 2

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 Page 1 of 2

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

- Community 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.
- 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

- Individuals wishing to start an interest group must complete an Interest Group
 Application that must be approved by the Facilities Director prior to starting group.
- They must be open to ALL residents.
- They cannot put a "cap" on the number of residents permitted to join the group.
- 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.
- They must adhere to the facility rules and regulations, hours of operation, and policies.
- They must have a designated leader. See below.
- 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

Page 2 of 2

Leaders

- Leaders are encouraged to communicate with the Facilities Director on updates, activities, programming, and room reservations.
- 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

- Must reserve room with the Facilities Director.
- Rooms should be reserved at least 2 weeks in advance of meeting.
- Groups may reserve the facility for meetings once a month or more as space permits.
- Room rental fees will be waived for regular meetings and events.
- Clubs and Interest Groups will have advanced rental privileges allowing them to reserve a room up to 12 months in advance.

Dues, Financial Management and Liability

- 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.
- Groups must be non-profit.
- Fees can be charged for events and activities that offset the cost of supplies, equipment, and contractors.
- Groups are responsible for their own financial management.
- Fundraising events can be organized on a voluntary basis to support the activities of the Club or Interest Group.
- The facility, staff and Facilities Director assume no responsibility for the fiscal management of the recognized Interest Groups.
- 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 Page 1 of 2

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:	

ROSTER			
NAME	PHONE	E-MAIL	WAIVER
			ON FILE?
1.			☐ YES ☐NO
2.			☐ YES ☐NO
3.			☐ YES ☐NO
4.			☐ YES ☐NO
5.			☐ YES ☐NO
6.			☐ YES ☐NO
7.			☐ YES ☐NO
8.			☐ YES ☐NO
9.			☐ YES ☐NO
10.			☐ YES ☐NO
11.			☐ YES ☐NO



RESIDENT CLUB OR INTEREST GROUP ROSTER

Page 2 of 2

ROSTER			
NAME	PHONE	E-MAIL	WAIVER ON FILE?
12.			☐ YES ☐NO
13.			☐ YES ☐NO
14.			☐ YES ☐NO
15.			☐ YES ☐NO
16.			☐ YES ☐NO
17.			☐ YES ☐NO
18.			☐ YES ☐NO
19.			☐ YES ☐NO
20.			☐ YES ☐NO
21.			☐ YES ☐NO
22.			☐ YES ☐NO
23.			☐ YES ☐NO
24.			☐ YES ☐NO
25.			☐ YES ☐NO
26.			☐ YES ☐NO
27.			☐ YES ☐NO
28.			☐ YES ☐NO
29.			☐ YES ☐NO
30.			☐ YES ☐NO