

RULES AND REGULATIONS

ADOPTED MARCH 3, 2005
MODIFIED January _26_, 2015

REUNION and NORTH RANGE
METROPOLITAN DISTRICTS
17910 E. PARKSIDE NORTH
COMMERCE CITY, COLORADO 80022

The District does not discriminate on the basis of any status protected by federal, state or local law and the District will not discriminate against any owner in the provision of, or access to, services on the basis of that owner's race, national origin, color, ancestry, religion, creed, gender, sex, pregnancy, sexual preference, orientation, or transgender status, genetic information, age, disability, military status, marital status, or membership or status in any other group protected by applicable law.

REUNION and NORTH RANGE METROPOLITAN DISTRICTS
RULES AND REGULATIONS
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ARTICLE I
DEFINITIONS

Section 1.1 Definitions

Unless the context indicates otherwise, the meaning of the terms used herein shall be as follows:

Access Permit: An Access Permit in the form attached hereto as **Form 4.3** which is required pursuant to Article IV herein.

Board: The Board of Directors of Reunion Metropolitan Districts.

Commerce City: City of Commerce City.

Compliant Easement Entities: Article IV herein whom the Manager has determined is or has a history of complying with restoration requirements as generally described in Section 4.2.5 herein.

Contractor: Any person, firm, association, corporation or agency performing work or furnishing materials to or for Reunion, directly or indirectly.

Customer: Any person, firm, corporation, association or agency who is authorized, or who desires, to obtain services from Reunion.

Districts: Reunion Metropolitan District and North Range Metropolitan Districts No. 1, No. 2, No. 3, No. 4, or No. 5, collectively.

District Engineer: Person authorized by The District to act as its engineer.

Easement Area: That portion of property owned by The District which is being encumbered by an easement pursuant to Article IV herein.

Engineer: A duly qualified, Registered Engineer in the State of Colorado.

Facility: Any building, equipment, pipe, valve, manhole or other appurtenance owned, operated or maintained by The District.

Intergovernmental Agreement: that certain Facilities Funding, Construction and Operations Agreement among the Districts dated August 14, 2001, as amended from time to time.

Inspector: The authorized representative of The District.

Manager: The person designated as Manager by the Board, who administers and supervises the affairs of and operations and maintenance of facilities of The District or the person authorized by the Board or the Manager to act on his or her behalf.

Non-Compliant Easement Entity: Any Person requesting an easement from The District pursuant to Article IV herein whom the Manager has determined is or has a history of not

consistently complying with restoration requirements as generally described in Section 4.2.5 herein.

North Range Districts: North Range Metropolitan Districts No. 1, 2, 3, 4 and/or 5.

Owner: Any person, firm, corporation, association or agency who holds title to any real property or building served by The District.

Person: Any individual, firm, company, association, society, corporation, group, government, governmental agency or other legal entity.

Petitioner: Any Person requesting one of the North Range Districts to include their property within its boundaries.

Recreation Fee Bill: the invoice sent by The District for the Quarterly Recreation Fee established pursuant to Article VII herein.

Reunion: Reunion Metropolitan District.

Reunion Planned Development Area: That area described on the Reunion PUD Zone Document #3615, approved by the City Council of the City of Commerce City on October 7, 2002 and Recorded in the Office of the Adams County Clerk and Recorder on December 17, 2002 at Reception No. C1068494.

Reunion Recreation Center: (“RRC”). The Recreation Center located at 17910 E. Parkside Drive North, Commerce City, Colorado 80022.

SACWSD: South Adams County Water and Sanitation District.

Security Deposit: Any monies required to be deposited with The District for the purpose or guaranteeing payment of bills rendered for service.

Storm Sewer: A sewer for conveying water, groundwater, subsurface water or water from any source other than a sanitary sewer.

Surcharge: Any charge imposed by The District for the provision of a special service not normally provided by The District.

Systems Development Fees: A fee imposed by Resolution of The District on each single-family and multi-family residential unit, and each nonresidential property located within the Districts related to the recovery of costs for infrastructure development.

ARTICLE II
GENERAL

Section 2.1 Enactment

The District is a governmental subdivision of the State of Colorado and a body corporate, with those powers of a public quasi-municipal corporation that are specifically granted for carrying out the objectives and purposes of The District under Article 1 of Title 32 of the Colorado Revised Statutes. These Rules and Regulations are adopted by the Board in accordance with such authority and the Intergovernmental Agreement.

Section 2.2 Intergovernmental Agreements

The District provides services to the Districts pursuant to the Intergovernmental Agreement whereby the North Range Districts have agreed that The District shall be the provider of services to the properties within the boundaries of the Districts.

Section 2.3 Intent of Construction

It is intended that these Rules and Regulations shall be liberally construed to affect the general purposes set forth herein. No portion of these Rules and Regulations shall be construed as a waiver of any grant of power, duty or responsibility, or a limitation or restriction upon the powers of the Board by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between The District and any other governmental entity. Nothing contained herein shall be so construed as to prejudice or affect the right of The District to secure the full benefit and protection of any law which is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of The District.

Section 2.4 Compliance with Building Requirements

Nothing herein provided shall be deemed to relieve any Person from compliance with the building code of Commerce City, Adams County or any other state or local building requirements or the Reunion Homeowners Association Covenants and guidelines.

Section 2.5 Amendments

Reunion shall retain the authority, in accordance with the Intergovernmental Agreement and the provisions of the Colorado Revised Statutes, to amend these Rules and Regulations, as it deems necessary in its sole discretion, in order to more efficiently and effectively provide services to the Districts. Prior notice of proposed amendments shall not be required to be provided by the Board. The Forms attached hereto may be amended by the administrative staff of Reunion.

Section 2.6 Severability

If any section, subsection, sentence, clause or phrase of these Rules and Regulations, or its application to any Person or circumstances, is held to be invalid, such determination shall not affect the application of such provision to other Persons or circumstances and the remaining portions of these Rules and Regulations shall not be affected thereby

ARTICLE III
FEES AND CHARGES - GENERAL

Section 3.1 Establishment of Rates and Charges

Pursuant to Section 32-1-1001(1) (j) (I), C.R.S. and the Intergovernmental Agreement, by Resolution, any agreements to which the District is a party to and these Rules and Regulations, the District hereby establishes fees, rates, tolls penalties and charges. The establishment of such fees, rates, tolls, penalties and charges will be made by Resolution adopted by the Board from time to time and set forth in these Rules and Regulations. The remedies provided in these Rules and Regulations are in addition to and not by way of derogation of any other remedies available to The District pursuant to any law or regulations.

Section 3.2 Perpetual Lien

In accordance with Section 32-1-1001(1) (j) (I), C.R.S, until paid, all fees, rates, tolls, penalties, or charges due in accordance with these Rules and Regulations shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens.

Section 3.3 Joint Liability

The District shall have the right to assess to any Customer or Owner who is delinquent in payment of any fees, rates, tolls, penalties, or charges, all legal, court, and other costs necessary to or incidental to the collection of said account, including attorney fees, and said costs of collection shall be secured by the perpetual lien referenced above. The Customer and Owner are equally liable for any rate, toll, fee, charge or penalty of Reunion. Any agreements entered into between Customers, Owners, or any other parties with regard to responsibility for payment of fees, rates, tolls, penalties, or charges of The District shall be of no force and effect upon The District and The District may collect its fees, rates, tolls, penalties, or charges from any party responsible for their payment.

Section 3.4 Change of Rates and Charges

The Board reserves the right to change the schedule of fees, rates, tolls, penalties, or charges at any time as it deems appropriate as adopted by Resolution and periodically incorporated in printed copies of these Rules and Regulations.

Section 3.5 Systems Development Fees

Systems Development Fees shall be imposed and collected in accordance with an establishing Resolution of the Board which may be amended from time to time.

Section 3.6 Special Situations

Wherever any service is requested which is not covered by the schedule of fees, rates, tolls, penalties, or charges established from time to time by the Board and published as Exhibit A to these Rules and Regulations, the Manager shall estimate the actual cost to The District(including reasonable administration costs) of the required service and shall make recommendations to the Board regarding the terms for provision of services to such property. Provision of service pursuant to this Section shall be based upon the determination of the Board at a duly held meeting and may include a condition that the service shall be provided only after The District has received a deposit of one hundred percent (100%) of the estimate of the actual cost.

Section 3.7 Billing

The fees, rates, tolls, penalties, or charges imposed by The District shall be collected as set forth herein or in the establishing Resolution(s). Bills for Recreation services will be rendered at intervals of calendar quarters or multiples thereof.

Section 3.8 Returned Check Fee

Any check or other negotiable instrument tendered to The District for payment of fees, rates, tolls, penalties, or charges which is returned to The District and dishonored for any reason whatsoever shall be subject to a returned check fee based on the schedule in Exhibit A-3.

ARTICLE IV
DISTRICT BOUNDARIES, EASEMENTS AND SPECIAL WARRANTY DEEDS

Section 4.1 Inclusions

4.1.1 In accordance with the Intergovernmental Agreement, any Person owning property within the Reunion Planned Development Area shall include its property within the boundaries of one of the North Range Districts. Any Person who desires to include property within the boundaries of one of the North Range Districts shall follow the procedures set forth herein. Petitions for inclusion shall be submitted to the Secretary of Reunion. The Petitioner shall use the petition form furnished by The District and must provide all information required thereby. Petitioner must sign the petition exactly as his/her name appears on the instrument by which he/she took title to the property. The signatures of all Petitioners must be acknowledged in the same manner as provided by Colorado law for acknowledgment on instruments conveying real property. The Petitioner shall provide evidence of title sufficient to assure that the Petitioner has fee title to the property. If a corporation, partnership, or joint venture owns the property, the Petitioner shall furnish such additional information as may be requested by The District in order to determine that the signatories have been authorized by that entity to execute such documents. Additionally, if the Petitioner does not own the property he/she shall provide a power of attorney authorizing him/her to submit the application and bind the property owner. The Secretary of Reunion is authorized by The District and the Board of Directors of the North Range Districts to set and publish notice of hearing for all petitions for inclusion. All petitions shall also be consistent with the requirements as found in Section 32-1-401, C.R.S. Upon receipt of a complete petition, the Board of the applicable North Range District shall hold a public hearing on the inclusion at its next regular meeting, unless other arrangements have been authorized by the Manager.

4.1.2 Petitions for the inclusion of lands located outside of the Reunion Planned Development shall be presented to the Board for consideration prior to setting the public hearing.

4.1.3 The Petitioner shall be required to pay all costs related to the inclusion and provide an electronic version that contains the necessary coordinates to map the included property consistent with the specification of the District's. In lieu of billing for such costs The District has established the fee schedule shown on Exhibit A-3 which may be amended from time to time:

4.1.4 The Resolution of the applicable North Range District approving the inclusion of property shall indicate that such inclusion subjects the property to these Rules and Regulations and all resolutions of The District concerning the imposition of fees, rates, tolls, charges and penalties, including but not limited to the imposition of Systems Development Fees and the imposition of Recreation Fees. In addition, the Resolution of approval may contain any other conditions deemed necessary by Reunion.

Section 4.2 Easements/Access Permits

- 4.2.1 The District may provide easements across its property for public purposes that benefit the citizens and taxpayers of the Districts.
- 4.2.2 The District will provide standard easement documents that provide for the contingency that an entity becomes a Non-Compliant Easement Entity.
- 4.2.3 Any changes to the standard easement documents will require specific Reunion legal review and approval.
- 4.2.4 Non-Compliant Easement Entities. Non-Compliant Easement Entities are required to obtain an Access Permit and pay all related fees (see Form B-3) and comply with the terms of the Access Permit.
- 4.2.5 Compliant Easement Entities. Compliant Easement Entities will not be required to obtain an Access Permit but shall be required, pursuant to the easement document, to agree that after any installation, enlargement, maintenance, repair, replacement or removal of any of the improvements being installed to, at its sole cost and expense, restore the surface of the Easement Area, as nearly as reasonably possible, to the grade and condition it was in immediately prior to said installation, enlargement, maintenance, repair, replacement or removal (except as may be necessary to accommodate the improvements), including, without limitation, by compacting any backfill used by such party, and any other soil on the Easement Area which has been disturbed by grantee, to a level comparable to that of adjacent properties. The easement grantee shall also be required to agree that it shall, at its sole cost and expense, restore and repair any improvements and landscaping located on the Easement Area or access points to the Easement Area which are damaged, modified or altered by the easement grantee during any such installation, enlargement, maintenance, repair, replacement or removal. Additionally the easement grantee shall be required to agree that, at its sole cost and expense, to replace any topsoil removed from any areas on the Easement Area, to re-seed the disturbed areas so as to prevent erosion, and to remove any excess earth resulting from such installation, enlargement, maintenance, repair, replacement or removal. If any crops growing on any property of The District (other than the Easement Area) are damaged because of the easement grantee's activities in connection with the Easement Area the easement grantee shall be required to reimburse the appropriate party for such damage.
- 4.2.6 Failure to comply. Compliant Easement Entities that fail to comply with Section 4.2.5 will receive written notice that they must comply within 30 days. Failure to comply within the 30 days will result in the immediate change of status for the entity to Non-Compliant Entity and they will thereafter be required to obtain an Access Permit and pay the appropriate fees and deposits in order to be able to access the Easement Area.

Section 4.3 District Fence Maintenance and Adjacent Property Owner Responsibilities

- 4.3.1 The District does not intend to construct or install fences within the Reunion Planned Development area without the express written authorization of the Board. The District may, however, maintain fences that are installed on District property by other Persons or entities provided that:
- such maintenance obligation is documented and /or authorized by access easements or other conveyance document as set forth on a recorded plat;
 - such fence improvement(s) are built to Reunion's standards and specifications
 - Such fence improvement(s) are conveyed to and accepted by The District for maintenance thereof.
- 4.3.2 Owners of property adjacent to fences maintained by The District shall not place any landscaping or other materials in such a manner as to cause damage to any Reunion fence.
- 4.3.3 No property owner adjacent to Reunion roadway landscaping shall alter the drainage patterns such that there exists excessive runoff or soil erosion that damages Reunion landscaping
- 4.3.4 Any person causing any damage to any fence maintained by the District or to The District landscaping shall promptly repair such damage.
- 4.3.5 The District may remove any such materials or fix damage to its fences or landscape as provided in Section 6.5 hereof and bill the property owner for the damage on the Recreation Fee Bill.

Section 4.4 Signage on District property

- 4.4.1 Except as otherwise provided for or restricted by these Rules and Regulations, the posting of any sign within the Districts boundaries in Reunion shall be governed as follows:
- City of Commerce City zoning or other regulations restricting the posting of signs on property, to the extent they are in conflict or are more restrictive, shall apply.
 - City of Commerce City zoning or other regulations regarding signage including any permitting, fees, licenses or other approvals imposed by the City of Commerce City.
- 4.4.2 Specific District restrictions are as follows:
- Signs shall not be placed in District landscaping within 300 feet of any of the following intersections without a special use permit from the District or those signs allowed pursuant to the original conveyance documents (signs placed in these areas without such a permit will be removed):
 1. Reunion Parkway north from 104th Avenue to Reunion Drive
 2. Reunion Parkway south from 104th Avenue to Southlawn Circle
 3. Landmark Drive north from 104th Avenue to Reunion Drive
 4. Landmark Drive south from 104th Avenue
 5. Southlawn and Chambers
 6. Chambers and Heartland Drive
 7. 104th Avenue and Walden Way
 - Signs shall not be attached to utility boxes, light poles, traffic signals, trees, or fences on major roadways.
 - Signs cannot be staked into the ground in any District park areas or landscaped areas along major roadways in Reunion installed or maintained by the District.
- 4.4.3 The District may remove or cause to be removed any sign that is in violation of the District Rules and Regulations or any other relevant agreement to which the District is a party or take any other action deemed necessary to abate or remove any violation of this 4.4.
- 4.4.4 The District will make reasonable efforts to cause the owner of any sign removed pursuant to these Rules and Regulations to be notified of the removal. For signs removed pursuant to City signage regulations, staff will make reasonable efforts to notify the City.
- 4.4.5 The District will provide for a temporary storage area for up to 72 hours, for all signs removed by District staff pursuant to these Rules and Regulations. Owners of any sign removed by the District and placed in temporary storage may contact the staff at the Reunion Recreation Center to reclaim the signs prior to disposal. The District has no obligation to contact the owners of such signs removed by the District, other than those outlined in Section 4.4.4, prior to disposal.

- 4.4.6 The District may seek reimbursement for damages to District property caused by signs posted in violation of these Regulations.

Section 4.5 Snow Removal Guidelines

Reunion Metropolitan District Snow Removal Policy

Who Clears Snow in Reunion?

Crews from the Commerce City Public Works Department are responsible for plowing snow on our public streets.

The Metro District's Parks and Open Space staff plows snow from park trails and sidewalks along major roads. Working with the School District, the District prioritizes the plowing of walk to school routes and school bus stops as designated. These routes and bus stops are normally plowed prior to school start times. The Metro District is also responsible for the removal of snow from designated alleyways

Sidewalk Snow Removal

Pursuant to Commerce City ordinance, snow removal is the responsibility of the property owner adjacent to the sidewalk. Commerce City only plows snow on the streets in Reunion.

- The Metro District plows snow from sidewalks on major roadways where we own or manage the adjacent property.
- Residents are responsible to remove snow from the sidewalks in front of their property.
- Please remember that if a fire hydrant is in front of your property, you should provide clear access to the fire hydrant.
- Clearing snow around community mailboxes is the responsibility of the box holders.

How does the Snow Plowing Service Benefit Our Community?

By plowing these routes, the Metro District is committed to providing safe access for residents. It is important to the Metro District to provide this alleyway, sidewalk and trail snow plowing service in a cost-effective manner. As a result, the Metro District has purchased light-duty equipment that is capable of plowing average Front Range snowfalls of 4-6 inches. This equipment is not able to plow heavy snowfalls like those experienced in the 2006-2007 winter season storms. Therefore the Metro District has contracted with an entity to assist at the District's discretion.

Service Guidelines

The following are the Metro District's plowing procedures, priorities and operating guidelines:

- Snow depth** - Metro District staff will begin plowing within 24 hours after the snow event ends or when three (3) inches of snow has accumulated. If there is less than three inches of snow or site conditions are unsafe, the snow crew coordinator will determine the need to remove snow based on weather forecasts and site conditions.
- School bus stops and walk to school routes** - Metro District staff will attempt to plow snow from designated areas 45 minutes prior to the opening time of each school.
- Follow-up** - Follow-up will occur on consecutive days after a snowfall to ensure safe passage. Ice melt or sand will be applied as needed.

Metro District Service Areas and Priorities

Snow plowing will be provided for these facilities in the following priority order:

1. Reunion Recreation Center parking lots and access
2. Alleyways that service alley load garages facing the parks.
3. School bus stops and sidewalks to school routes.
4. Arterial sidewalks and trail system.

ARTICLE V

PARKWAY LANDSCAPING
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ARTICLE VI
PARKS AND OPEN SPACE

Section 6.1 Parks and Open Space Rules

- A. The control of dogs in parks and open space is regulated by Commerce City Code Section 4-13 and is punishable as set out in Commerce City Code Section 4-14.
- B. Dog owners must leash and pick-up after dogs.
- C. No motorized vehicles are allowed in parks or open space.
- D. Glass containers, littering, dumping and misuse of public property are prohibited.
- E. Fires are permitted only where grills are provided.
- F.
 - 1. Firearms are defined as any pistol, revolver, rifle, or other weapon of any description from which a shot, projectile, arrow or bullet may be discharged. This includes and is not limited to compressed air guns, CO2 and battery operated guns, BB guns, pellet guns, air soft pellet guns, paintball guns, and slingshots. Archery equipment is defined as any bow includes, but not limited to, a crossbow, longbow or compound bow, which shoots arrows or other projectiles. Model rockets and airplanes are defined as any craft that is propelled off the ground by a gas or electric engine, CO2, compressed air or any other form of power. Only model gliders propelled by humans and airplanes propelled by elastic bands are permitted.
 - 2. Possessing fireworks, firearms, archery equipment, model rockets and airplanes on any Reunion owned or managed properties is prohibited, except as provided by Section 18-12-102, C.R.S.
 - 3. Firing or shooting any firearm or archery equipment in or into any Reunion owned or managed properties is prohibited.
- G. Parks and open space are open from sunrise to sunset daily, with the specific exception of other permitted uses.
- H. Hitting golf balls in or into Reunion owned or managed properties is prohibited.
- I. Amplified sound systems are prohibited unless specifically authorized in writing by Reunion.
- J. Disorderly conduct as defined in Section 18-9-106, C.R.S. is prohibited.
- K. Harassment of wildlife as defined in Section 33-6-128, C.R.S. is prohibited. All of this statute will apply as a parks and open space rule except sub-section (3).

- L. Violations of Rules B through K above are punishable as provided in Section 18-9-117, C.R.S.

Section 6.2 Land Use Rules – Open Space

- A. Motorized vehicles are not permitted in open space. Private property may not be accessed through open space.
- B. Dumping and littering of any kind is prohibited. This includes grass clippings, sod, soil, trash, debris, landscape materials, and dog waste.
- C. Recreation amenities such as playgrounds, tetherball, volley ball courts, ball fields, trampolines, horseshoe pits, tree houses, rope swings and archery ranges not constructed by The District are prohibited.
- D. Extended landscaping including gardens, mowing on public open space, trees, shrubs, flowering plants, timber walls, dog houses, irrigation systems, sod, bird houses, baths and feeders and structural supports for improvements located on private property are prohibited.
- E. Storage of any kind including wood, utility-trailers and materials is prohibited.
- F. Dog Off-Leash Areas (DOLA's) hours are from 7:00 A.M. until sunset year-round. These hours can be enforced under Section 18-9-117, C.R.S.
- G. Violations of these rules are punishable as provided in Section 18-9-117, C.R.S.

Section 6.3 Operation of Motor Vehicles and Equipment in Parks and Open Space

The Operation of any motor vehicle or equipment on or through parks and open space owned and maintained by The District is prohibited except for the following:

- A. Reunion vehicles and equipment.
- B. Commerce City Police and Adams County Sheriff's vehicles and equipment.
- C. South Adams County Fire and Protection District rescue vehicles and equipment.
- D. Vehicles and equipment operated at the direction of public agencies, such as Commerce City, Urban Drainage and Flood Control District, Adams County Department of Public Works, and SACWSD when being used by such entities to install or maintain facilities located in their easements or rights-of-way or emergency situations.
- E. Vehicles and equipment operated by contractors of Reunion.

- F. Vehicles and equipment operated by contractors that have obtained an access permit from Reunion.

Section 6.4 Violations of Article VI

Violations of Sections 6.1 and 6.2 are class 3 misdemeanors punishable by a fine from \$50 to \$750 or six months imprisonment or both, as provided in the Colorado Revised Statutes.

Section 6.5 Other Remedies of Reunion

- A. Any violation of Sections 6.2(A) and (B) adjacent to private property shall be deemed to have been placed by the owner of the adjacent property and that property owner shall be responsible for the correction of the violation.
- B. In addition to any penalties provided by the Colorado Revised Statutes, The District may correct violations of Sections 6.2(B), (C), (D), (E) and 6.3.
- C. Prior to correcting any violation, The District shall give the party responsible 10 days prior written notice.
- D. In the event The District corrects any such violation, the responsible party shall be assessed a fee equal to the amount required to correct the violation plus 20% for administrative expenses. Any such fee shall be collected by The District as provided by law. If the responsible party is a property owner in the Districts, the fee shall become a lien on the property.
- E. Any party aggrieved by this section may appeal as provided in Section 10.11.

ARTICLE VII
REUNION RECREATION CENTER AND SWIMMING POOL

Section 7.1 General Information

7.1.1- Membership

All property owners living within the North Range Metropolitan Districts No. 1 through 5 or Reunion Metropolitan District (“Districts”) are members of the Reunion Recreation Center. In order to verify membership, the RMD requires the following:

1. Property owners provide proof of membership by providing a copy of a deed granting owner fee simple title to a privately owned site. Membership will automatically include all immediate family members under the age of 21.
2. In addition to property owners, those persons whose primary residence is in the Districts (renters of property owners) may have rights to use assigned to them by having completed a copy of the "*Consent to Tenant*" form and "*Renter Information Sheet*" and returning these forms to the RRC. Renters **21 years old and older and NOT on the rental agreement** are **REQUIRED** to present a current drivers license with the household address on the front. You will need to request a new license as we do not accept stickers on the back or handwritten changes of address. Only the **Property Owner(s)** may add new members to a household.
3. If a household has adults living within its confines that are over the age of 21 and are not fee simple titleholders to the property, acceptable identification will be required to validate eligibility for membership privileges.

7.1.2 Membership Information

Members will be required to fill out an RRC Membership Information Form. Upon receipt of the membership information, cards will be issued to resident family members who are at least 7 years of age. Members must present their cards each time they enter the RRC.

7.1.3 Membership Cards

Membership cards are required to access all recreation facilities. The RMD may periodically establish a cost for obtaining membership cards (see Recreation Center and Pool Usage Fees).

Membership cards are voided when property is sold. A Member who sells their property and is under contract for another property within the Districts may be eligible to retain Membership during this period. Call the RRC Office at 303-

288-5431 for further details.

Membership cards issued under Section 7.1.1 2 or 3 above are good for the lesser of one year or the term of the rental agreement.

Replacement cards, whether lost, stolen or damaged are available.

7.1.4 "No Card Policy"

Member may "sign-in" three times without a membership card within a 6-month period. Each time a Member signs in, his/her access file will be viewed and it will be noted that the Member signed in. On the fourth time the Member will be required to purchase a replacement card or present the original membership card.

7.1.5 Mandatory Recreation Fees

If a Member fails to pay the Recreation Center Fees established by resolution of the RMD Board of Directors for the use of the RRC, the Board of Directors has the authority to suspend rights to use RRC facilities and pursue any other available remedies. Members in arrears in the payment of the Recreation Center Fees is considered "not in good standing." A member not in good standing must pay fees for programs and rentals at the non-member rates.

7.1.6 Children at the RRC

The RMD welcomes both adults and children to the RRC facilities. However, the facilities are not intended to serve as a surrogate parent for unsupervised children. RRC, Members are reminded that parents are responsible for the *behavior and safety* of their children. Other than specific children's programs, neither the RMD nor its staff assumes or accepts responsibility for supervision.

7.1.7 Children 10 Years of Age and Younger - Children 10 years of age and younger must be under the direct supervision of someone 14 years or older while at RRC.

Parents are strongly encouraged to be with their children on the premises when the children are the ages of seven (7), eight (8), and nine (9) while at the RRC. The RRC is not intended to act as a baby sitting service or substitute for licensed day care centers.

7.1.8 Guests

Guests at the RRC must be accompanied by a Member in good standing and have a valid guest pass to enter the facility. Members are responsible for their guest's actions, including but not limited to, any damage to the RRC. In general, each household is limited to no more than 5 guests per day. Any single activity, which will involve more than 5 guests and any other special occasions, must be pre-

approved by the appropriate supervisor. The District, at its discretion, reserves the right to limit the number of guests to three (3) per household, during peak hours on Saturday and Sunday from noon-4pm in order to consider the health, safety and welfare of the Members and their guests. **ALL GUESTS MUST BE ACCOMPANIED BY THEIR MEMBER HOST AT ALL TIMES WHEN USING THE RRC.**

7.1.9 Visitors

Relatives and or friends may visit the facility to observe an activity or program at no cost. Visitors may not use portions of the facility. When the issue of maximum occupancy load is in question, Members will be given first priority usage.

7.1.10 Parking

Park is allowed in designated areas only. Violators will be issued citations by local law enforcement and be subject to towing.

7.1.11 Outside Use

The RRC may not be used to conduct any activity, program or other event for profit by any business, or person without the express written consent of RMD. RMD examples of such activities might include, but are not limited to, seminars, personal trainer, etc., (individuals not on payroll or hired as independent contractors by the RMD).

Section 7.2 General Operation Rules & Regulations

7.2.1 Hours - Recreation facilities hours of operation are set by RMD. Please check the RRC front desk or Activities Guide for current hours.

7.2.2 Animals - No animals will be allowed with exception of trained assist dogs in the recreation facilities or on RRC property except for pet shows or other special activities involving animals that have been approved by RMD.

7.2.3 Lost Articles - The RMD is not responsible for articles lost or stolen. Information concerning lost articles cannot be given over the phone. All lost articles must be picked up in person. Valuable articles must be picked up from the supervisor On Duty. Articles will be held for a period of 4 weeks and then donated to a local charity.

7.2.4 Accidents - The RMD is not responsible for any accident occurring on property owned and operated by RMD.

7.2.5 Food and Drinks - Food and drinks will be allowed in designated areas only.

Glass bottles and containers are not allowed at the RRC or any RMD facility.

7.2.6 Lockers - Lockers are for day use only. Members may bring their own locks to be used during the time they are present at RMD facilities. Each day upon closing any locks left on the lockers will be cut off.

7.2.7 Game Equipment - Game equipment may be checked out at the equipment desk. Membership cards will be kept on file to ensure equipment will be returned in the same condition as it was checked out.

7.2.8 Program Registration - Registration will be taken as outlined in the Activities Guide.

7.2.9 Video Recording – Video cameras or any other recording devices are not permitted in the RRC without the express consent of the District.

Section 7.3 Rules in Specific Areas

Neither the RMD nor its representatives accept any responsibility for ill health or injury sustained while participating in any of the programs or activities. Participation is on a voluntary basis. It is recommended that all participants undergo a prior physical examination and carry some form of health and injury insurance. If an injury does occur, it should be reported to the Supervisor on Duty.

The following are rules and regulations for specific areas of the RRC. Additional rules and regulations may also be posted in specific areas.

7.3.1 Weight Training/Fitness Cardiovascular Areas

1. The fitness rooms are available to all Members 18 years of age and older. Members 14 through 17 years of age must have the Permission Slip for Minors Form signed by a parent or legal guardian returned to RRC staff and must have completed an orientation on proper use of the equipment prior to their first use.
2. Members must present cards to appropriate staff member prior to using cardiovascular equipment.
3. Appropriate gym clothes are required.
4. Specific Fitness Area Rules
 - Appropriate shoes and shirts required.
 - Please be courteous to other Members
 - Return all weight equipment to the proper location when finished
 - Do not slam or drop weights.
 - Circuit trainers have priority while using variable resistance equipment; when performing sets, let circuit trainers work in to complete their circuit.
 - Please wipe off equipment when finished.

7.3.2 Gym Area

1. Monthly schedules for open gym times and other activities will be posted at the RRC.
2. Sign in sheets will be available during high use periods. Teams will be formed by taking names in order from the sign-in sheet.
3. Each team plays a maximum of two winning games. The losing team will rotate off and the next team may take the court to challenge the winning team. If the winning team has played two games, they must rotate off and the losing team may remain on to play another game (win or lose, that team must rotate off after the game). When a team rotates off the court, each individual player must resign their name on the sign-in sheet.
4. No Dunking is allowed. This includes all play above the rim.
5. Pushing, fighting, or indecent language is prohibited. Violation of these rules will result in a 30-day suspension. See Code of Conduct section.
6. During specified times the RRC may have adult-only basketball. During this time all participants must be 18 years of age or older and no longer attending high school.

7.3.3 Pool Area

Our Aquatics Staff asks your cooperation in abiding by these rules to ensure your safety and the safety of those around you. It is impossible to list every rule and standard, so it must be understood that Lifeguards are empowered to make decisions, make judgment calls and enforce rules in an effort to prevent accidents.

YOUR SAFETY IS IMPORTANT TO US AND YOUR COOPERATION IS APPRECIATED.

1. Check-in as resident or sign-in as guest with resident, as you enter the pool area.
2. No running.
3. No glass containers.
4. No diving in shallow areas.
5. No hanging on lane lines or depth dividers.
6. Obey the lifeguards at all times.
7. No pushing or dunking.
8. Children not toilet trained must wear a swim diaper while in the pools. **NO PLASTIC DIAPERS** are permitted.
9. Floating toys, rafts, rings, tubes, and boards are allowed if not detrimental to safety and may be prohibited at the discretion of the lifeguards.
10. Children of non-swimming ability must be in direct contact with an adult in the water when using flotation devices.
11. Hard balls, such as tennis balls and footballs, are not permitted in the pool area.

12. Children 10 and under must be accompanied by a person, 14 years of age or older, to enter the pool area.
13. Animals are not allowed in the pool area or to be left tethered unattended at any time.
14. Proper swim attire required – swim suits only.
15. Foul, abusive, or excessively loud language will not be permitted.
16. Bicycles, skateboards, scooters, etc., are not permitted in the pool area. Roller blades must be removed before entering the pool area.
17. Food is not permitted in or near the swimming pools – only at the supplied tables. Trash must be disposed of in waste receptacles.
18. No gum is permitted in the pool area.
19. Smoking and/or tobacco products and alcohol are not permitted in the pool area.
20. During pool hours, the pool will be cleared every hour for a 15 minute period.
21. All users of the pool shall be responsible for damage to property of the Association caused by their family and/or guests.
22. A Swim test will be conducted on all children under the age of 12.
23. Children who pass the swim test will be marked appropriately.
24. Pool will be closed when air temperature is 65 degrees Fahrenheit and below, or when lightening is spotted.
25. All attendants reserve the right to remove anyone from the pool area who does not comply with the pool rules and regulations.
26. No running, showing off, dunking, rough play, or excessive noise is allowed in the pool or locker room area.
27. Please observe the directions and instructions of attendant(s) at all times.

7.3.4 Pool Slide Rules

Pool slides are provided for your enjoyment and the following guidelines will ensure the safety of all.

1. Children are allowed to ride in the lap of an adult guardian.
2. Adults with a child in their lap should always sit cross-legged.
3. Lap children must be able to walk.
4. The combined weight of an adult/child pair should not exceed 300 pounds per manufacturer's specifications.
5. Children must pass a swim test prior to going down the slide alone.
6. Lifeguards have the final authority on pool/slide use.

Section 7.4 RRC and Pool Operation Calendar

- 7.4.1** Recreation facilities hours of operation are set by the Board of Directors of RMD. Please check the RRC front desk or Activities Guide for current hours.
- 7.4.2** Scheduled RRC Closures

- New Years Eve- (Closes at 12 pm)
- New Years Day
- President's Day
- Easter Sunday
- Memorial Day (Pool Open)
- Independence Day (Pool Open)
- Labor Day (Pool Open)
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve (Closes at 12 pm)
- Christmas Day
- Annual Maintenance shut down – 1 week to be announced at least one month in advance.
- Private parties – recreation center and/or pool may be closed for rental to private parties with at least 3 days notice provided by public posting at the recreation center.

7.4.3 Unscheduled closures for unforeseen circumstances including, but not limited to: safety concerns; maintenance both scheduled and unscheduled; storms, utility interruptions or other natural events; staff shortages; and staff training may be declared at the discretion of District management.

7.4.4 The Swimming pool will open the Friday immediately preceding Memorial Day and close on Labor Day. Weekday pool hours may be curtailed from the weekend before school resumes to Labor Day.

7.4.5 Restriction of hours for non-resident access may be adopted by the Board from time to time to relieve congestion at the RRC and Swimming Pool.

Section 7.5 RRC and Pool Usage Fees

In addition to the mandatory quarterly recreation fee charged by Reunion, Reunion may from time to time adopt specific usage charges and fees and said fees shall remain in effect until amended by Reunion. These fees are shown on Exhibit A-2.

Section 7.6 Code of Conduct

Disorderly conduct will result in immediate disciplinary action. Such discipline may include but is not limited to: One-week suspension, two-week suspension, or one month's suspension. If staff deems it necessary to involve law enforcement authorities, a minimum suspension of 30 day from all RMD facilities will be mandatory.

Disorderly Conduct may include, but is not limited to the following:

1. Threatening, profane, indecent, coercive or disrespectful actions, gestures, words or language to staff or fellow Members;
2. Fighting (verbal or physical), scuffling or horseplay within the RRC or on the RRC property;

3. Possession or consumption of alcoholic beverages within the RRC or on the RRC property unless specific written permission has been given by the RMD;
4. Illegal drugs within the RRC or on the RRC property;
5. Smoking within the RRC;
6. Unacceptable loitering within the RRC or on the RRC property or any RMD facilities as deemed by recreation staff to be destructive or offensive;
7. Dress code violations posted for specific areas of the recreation facilities;
8. Failing to obey any directive given by an RMD employee in accordance with the rules and regulations;
9. Theft or attempt to remove equipment or items belonging to the RRC, its Members or guests;
10. Damage or vandalism to equipment or facilities;
11. Failure to obey posted safety rules;
12. Committing illegal or criminal acts in violation of state, local, or federal laws or regulations;
13. Actions or activities that annoy, inconvenience, or endanger the well being of persons and/or property;

Section 7.7 Enforcement of Rules

The Facility Supervisor, Supervisor on Duty, or appropriate staff member may enforce the rules and regulations outlined in this document. In the event of disruptive behavior, staff may request any party to cease said conduct. If the offending party fails to cease said conduct after such request, the supervisor/manager is authorized to use all reasonable means that he or she deems necessary to end such conduct, including but not limited to, having the offending party removed from the facility and barred from further activity. All suspensions will be reviewed by Reunion Manager and be made in accordance with the RMD Rules and Regulations. The Board of Directors of RMD has the authority to override any decision made by staff.

If recreation privileges are suspended, homeowners are still required to pay Reunion Recreation Fees as outlined in the RMD's governing documents.

The RMD Board of Directors and/or management have the right to change or modify any of these rules at any time.

ARTICLE VIII
ALLEY TRACTS

Section 8.1 – General

Alleys are designed for vehicular and pedestrian access to the adjacent homes. Alleys shall be kept clear at all times.

The alleys shall be kept free of any and all refuse, debris, etc. Alleys shall not be utilized for storage (including, but not limited to, inoperable vehicles, motorcycles, lawn mowers, recreational vehicles, horse trailers, commercial vehicles, etc.).

For garbage collection, trash cans and other materials for disposal may be placed on the alley no earlier than 8:00 PM on the day before collection, and empty trash containers must be removed as soon after collection as reasonable, but in all cases by 8:00 PM on the day of trash removal.

Trees and shrubs must be trimmed at the property line to maintain safe sight distances.

Maximum SPEED LIMITS in the alleys shall be 15 mph.

Residents are reminded that under the applicable covenants and Reunion Homeowners Association, Inc. Residential Improvement Guidelines and Site Restrictions (“RHOA Guidelines”) the homeowner is responsible for:

- Garage lights that are operable at all times and are left on between dusk and dawn.
- Maintenance of garage doors and fences including the removal of graffiti.
- Conforming landscaping along the alley.

Section 8.2 – Illegal Parking

8.2.1 Vehicles shall not be parked in alleys. Vehicles shall not be parked on garage aprons in a way that impedes other vehicles using the alley.

8.2.2 Improperly parked vehicles may be towed and impounded by Reunion’s contract towing company at the vehicle owner’s cost. Fees and penalties may be imposed for parking violations.

Section 8.3 – Snow Removal

Reunion will remove snow from alley tracts on a best efforts basis when accumulations exceed 3”. Consideration will be given to the weather forecast as well other circumstances at the time.

ARTICLE IX
FACILITY RENTALS AND SPECIAL EVENTS

Section 9.1 – General

The District operates the Reunion Recreation Center and Park System (fields, courts and shelters) which offers these fields and facilities for the general use of the public. The Board has determined a need to offer these facilities and fields to the public for rental for gatherings and scheduled activities. District programs and events shall have priority over all other uses occurring on District managed facilities. Under no circumstances may the facilities described herein be rented for any purpose that may limit or conflict with the programs and activities offered by the Districts.

Section 9.2 – Permits Required

- 9.2.1 Park Fields/Courts Permit.** The park system will include fields and courts. A permit is required for any scheduled activity which is defined as any group of 6 or more participants on the fields or courts identified on Exhibit A-3.
- 9.2.2 Park Shelters Permit.** Shelters are available to the public on a first come first served basis unless reserved pursuant to these Rules and Regulations. The reservation of shelters identified on Exhibit A-3 is available to any size group.
- 9.2.3 Reunion Recreation Center Facility Use Permit.** A permit is required for any scheduled rental within any of the areas that are identified in Exhibit A-3.
- 9.2.4 Additional Special Event Requirements.** Any event with more than 50 attendees is considered a Special Event. Special events are required to provide certain insurance as identified in Section 9.7.1. The District reserves the right to require a Special Event to obtain security and parking controls in addition to that identified in Section 9.6.5. Special Use Permits must be submitted at least 45 days prior to the date of the event in order to review the needs for security and parking control.
- 9.2.5 Inspection of Permits.** Permits must be available for inspection and in the possession of the individual who applied for and obtained the permit on behalf of the group at all times when the site is in use. Permits are non-transferable and non-refundable. The District reserves the right to restrict activities in any park or the RRC at any time. Any violations of District policies, rules, regulations, or guidelines may result in immediate revocation of permit.
- 9.2.6 Usage Priority.** If a permit has been issued, the permit-holder has priority over other users. In the case of a double-booking the first priority is to District events. If the double-booking does not involve a District event then the earliest dated permit has priority. Refunds will be granted to any non-priority permittee. For resolution of any conflicts, contact the District Facilities Manager or other designee identified on the permit.
- 9.2.7 Attendee Conduct.** The permit-holder is responsible for his/her actions and the actions of all gathering attendees. As such the permit-holder is required to ensure that all attendees comply with the appropriate Park Rules found in Article 6.1 and

- 6.2 and to the Rules of Conduct found in Section 7.6 of the Rules and Regulations
- 9.2.8** District Events. The Reunion Metropolitan Districts and/or the North Range Metropolitan Districts may from time to time hold, sponsor, or co-sponsor events that are exempt from the permit system.

Section 9.3 – Reservations and Obtaining the Permit

- 9.3.1** The Park System and Recreation Center Facility are available to District Members (as defined in Section 7.1.1 and 7.1.5) and non-members by reservations only on a first come, first served basis subject to the requirements and limitations set forth in these rules and regulations Applications will be reviewed in the order they are received.
- 9.3.2** Reservations may be made only for one calendar quarter at a time. Reservations will be opened for each calendar quarter as follows:

Calendar Quarter	Members	Non-members
First	November 1	December 1
Second	February 1	March 1
Third	May 1	June 1
Fourth	August 1	September 1

- 9.3.3** The Parks System or Recreation Center Facility Use Application must disclose in detail and in writing the specific intended use of the Park System or Recreation Center Facility so that additional staffing, security, or insurance requirements may be identified. Any promotional materials associated with a rental must be reviewed and approved by the District prior to their use, at least five (5) days prior to such use. Failure to submit for review and approval such materials may result in termination of the Use Application. The District reserves the right to require additional information from the applicant concerning the intended use before the Use Application is deemed final and complete. The District may deny a permit to any applicant who/that fails to disclose the required information.
- 9.3.4** The rental period includes the set-up time, the event, and any cleanup time required.
- 9.3.5** A reservation deposit must accompany the Use Application in order to hold the place in the queue. Reservations will not be considered final until approval is granted and all payments are received in full.

Section 9.4 – Available Facilities and Times for Rentals

- 9.4.1** Rental of those portions of the Reunion Recreation Center identified on Exhibit A-3 is limited to normal operating hours or if for hours outside of normal operating hours, the after-hours rental time must end or begin immediately adjacent to the normal operating hours. There will be an additional fee for usage outside of the normal operating hours.

- 9.4.2 Rental of the gym during operating hours is limited to athletic events and District Events. After hours rentals of the gym is available for athletic events, District events and non-athletic events. However, the rental for non-athletic events is subject to the condition that entire gym must be rented and the floor must be covered.
- 9.4.3 Rental of the parks or any facility are limited to the normal hours that the parks are open.
- 9.4.4 The District, at its discretion, reserves the right to prohibit/restrict pool rentals during peak hours on Saturday and Sunday from noon-4pm to protect the health, safety and welfare of the Members and their guests.

Section 9.5 – Reservation Deposits and Permit Fees

- 9.5.1 Establishment of Rates and Charges: Pursuant to Section 32-1-1001(1) (j) (I), C.R.S. and Section 3.1 of these Rules and Regulation, Reunion is authorized to establish fees, rates, tolls, penalties and charges. The establishment of such fees, rates tolls, penalties and charges will be made by Resolution adopted by the Board from time to time and set forth in these Rules and Regulations on Exhibit A-3.
- 9.5.2 A reservation deposit will be required for all rentals as defined on Exhibit A-3. Any person owing any fees to the Districts may be suspended from renting the facilities until all amounts due and owing are satisfied.
- 9.5.3 The applicant must pay the full amount of Rental fee for the rental period pursuant to the Rental Fee Schedule from Exhibit A-3 at least seven (7) working days prior to the rental date.
- 9.5.4 All persons must exit the Park System or Recreation Center Facility by no later than the time stated on the permit for the conclusion of the rental period. Unless other provisions have been approved by the District in advance, all equipment and belongings of any type (including but not limited to catering, sports, entertainment, and recreational items) must be removed from the Park System or Recreation Center Facility by no later than the time stated on the permit for conclusion of the rental period.
- 9.5.5 Occupancy of the rental area past the time stated on the Facility Use Permit will result in additional fees at the hourly rates, including if applicable after-hour charges identified on Exhibit A-3. These fees will be deducted from the deposit or assessed to the renter.
- 9.5.6 Fees not received by the District by the required date will result in cancellation of the reservation and the facility will be made available to other users. Failure to pay rental fees may also result in suspension of the right to rent the facilities. Such amounts due for rental fees may be added to the quarterly billing received by residents.
- 9.5.7 Cancellations made with less than 7 working days notice will result in the forfeiture of one-half of the total reservation deposit.
- 9.5.8 The Use Applicant is responsible for the cost to the District of any charges related to Returned Checks or damages in excess of deposit. If these charges are incurred by a District member, these costs will be added to the quarterly

Recreation Fee billings and will become due and payable pursuant to the provisions related to the collection of the Recreation Fee.

- 9.5.9** Reservation deposits will be returned to the applicant less any moneys retained for damages within 15 business days following the event.

Section 9.6 – Alcohol Policy

- 9.6.1** Alcohol will not be permitted in any part of the Reunion Recreation Center or the surrounding grounds without an approved City of Commerce City Alcohol Permit.
- 9.6.2** If the permit is approved, the use of alcohol by a permittee is subject to the additional deposit and insurance requirements set forth in these Rules.
- 9.6.3** Cash bars are not permitted.
- 9.6.4** Consumption of alcohol is only permitted for a maximum of four (4) consecutive hours between the times of Noon to 11:00 pm except that service of alcohol must end one hour prior to the end of the event.
- 9.6.5** Security is required at all events where alcohol will be served and consumed. District staff will secure the appropriate security as approved in the Facility Use Permit.
- 9.6.6** Any and all fees associated with such security measures shall be billed to the applicant at their original cost and shall be the sole responsibility of the applicant. The District is not responsible for the cancellation of events, if for any reason, such security is not available at the time of the planned event.

Section 9.7 – Insurance Requirements

- 9.7.1** Special Event permits must provide a Certificate of Insurance with a minimum of \$1,000,000 combined single coverage property and personal injury insurance; the policy must indemnify the District, its directors and employees with a minimum 30 day cancellation period at least ten (10) working days prior to the rental. Certificate to read as follows with this **exact** language: **ADDITIONALLY INSURED, REUNION METROPOLITAN DISTRICT, ITS OFFICERS, OFFICIALS AND EMPLOYEES.**
- 9.7.2** Other permits requesting alcohol at the event must provide a Certificate of Insurance or a copy of Applicant's insurance policy (e.g., social host, homeowner's or other) evidencing that the liability assumed by Applicant herein for injury or damage to persons or property is insured for an amount of not less than \$300,000 at least ten (10) working days prior to the rental.
- 9.7.3** The District Facility Manager may review any Use Application and determine that insurance levels defined in section 9.7.2 are required for any other permittee even if alcohol is not being served.

Section 9.8 – Community Bulletin Board

- 9.8.1** A community bulletin board will be maintained in The Reunion Recreation Center for the posting of community related announcements. Posting must be able to fit on the Board in a neat and orderly manner.

- 9.8.2** All postings must be submitted to the front desk for approval, dating of the posting and for the actual posting to the Board.
- 9.8.3** A posting may not be left on the Board for more than three weeks if other postings are waiting to be posted.
- 9.8.4** Any outdated information will be removed and discarded.
- 9.8.5** Flyers containing phone number attachments will be removed once all attachments have been removed.
- 9.8.6** A section will be maintained for the posting of individual business cards. These cards will also be limited as to duration if there are others wishing to post their cards.
- 9.8.7** All postings are limited to 54 square inches.
- 9.8.8** This service may be discontinued at any time if it is felt that the necessary decorum can not be maintained.

Section 9.9 – District Facility Manager Authorization

- 9.9.1** The District Facility Manager or designee will prepare appropriate brochures and guidelines that are consistent with and summarize the contents of these rules and regulations.
- 9.9.2** Unless specifically reserved to the District Board, the Facility Manager or his/her designee is authorized to make all decisions and determinations called for in this Article IX.

ARTICLE X

**REUNION METROPOLITAN DISTRICT
UNDERDRAIN SYSTEM**

NEW RULES AND REGULATIONS

JANUARY
Effective Date _____, 2015

Follow the link to the new rules and regulations for the Reunion Metro District Underdrain System.

<http://www.reunionmetro.org/DocumentCenter/View/522>

ARTICLE XI
VIOLATIONS, PENALTIES AND COMPLAINTS

Section 11.1 Notice of Violations

When The District has reason to believe that any Person or Customer is not in compliance with any provision of these Rules and Regulations, that Person or Customer shall be served a written notice stating the nature of the violation, the amount of any penalty assessed, the right to appeal to the Board, and providing a reasonable time limit to correct the violation. Written notice shall be served by delivery to the Person or Customer reasonably believed to be the violator, by the method set forth in the Colorado Rules of Civil Procedure, Section 4 (e), or by mailing to the service address by first-class mail. Mail shall be deemed to be received within three business days of mailing. The violator shall, within the period of time stated in such notice, permanently cease all violations and pay all penalties assessed.

Section 11.2 Violations and Penalties V

11.2.1 Any Customer violating the provisions of these Rules and Regulations shall be issued a written notice to correct the violation. If the condition is not corrected upon receipt of the notice, it shall constitute a first violation. If within six months of the issuance of a first notice a second notice is issued for the same violation to the same Customer, it shall constitute a second violation. Violators will be subject to the following actions and penalties:

11.2.2 In the event the Customer does not correct the violation as set forth in the notice, the Customer will be advised in writing and a charge of one hundred dollars (\$100.00), will be assessed and added to the Recreation Bill.

11.2.3 In the event of a second violation within six months of the first violation, the Customer will be advised in writing and a charge of three hundred dollars (\$300.00), will be assessed and added to the Recreation Bill.

11.2.4 For each subsequent violation occurring within six months of the first violation of five hundred dollars (\$500.00), will be assessed and added to the Recreation Bill.

11.2.5 All Customers who receive warning or notice of violation pursuant to this section may appeal as set forth in Section 10.4.

Section 11.3 Violations and Penalties of Article VI

Any Customer, upon receipt of a notice of violation or penalty may, within five (5) days from receipt, request a conference with the Manager to discuss the violation or penalty. Said conference shall be held within ten (10) days of receipt of request. After such a conference, the Manager shall render an opinion, and notify the Customer by first-class mail within five (5) days.

Section 11.4 Violations and Penalties of Article VII

In the event the complainant disagrees with the determination of the Manager or the designated representative, the complainant may, within fifteen (15) days from the date of the mailing of the determination, file with the District a written request for a hearing before the Board. The request

for a hearing shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant intends to rely, and shall contain a brief statement of the complainant's reasons for the complaint. The Manager or the designated representative shall compile a written record consisting of all exhibits or other physical evidence reviewed in making his or her determination, and a copy of the written determination. The Board shall hold a formal hearing on the complaint at the next regularly scheduled meeting held no earlier than ten (10) days after the filing of the complainant's request for a hearing. At the hearing, the Manager or the designated representative and the complainant shall be entitled to present all evidence that is, in the Board's view, relevant and material to the dispute, and to examine and cross-examine witnesses. The Board may establish rules and procedures governing the hearing. A record of the hearing shall be maintained.

Based on the record established, the Board shall issue a written decision concerning the disposition of the dispute presented to it and shall cause notice of the decision to be hand delivered or sent by certified mail to the complainant within thirty (30) days after the hearing. Such decision shall be final and binding upon the District and the complainant and shall constitute the final administrative action of the District.

A complainant shall be given notice of any hearing before the Board by hand delivery or certified mail at least seven (7) calendar days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision or order affecting the complainant shall also be served upon the attorney.

Section 11.5 Violations and Penalties of Article VIII

The penalties set forth in this article are not exclusive and the District may prosecute to the fullest extent of the law any person engaged in any illegal activities and may institute whatever civil actions it deems necessary to insure compliance with these Rules and Regulations and to recover any damages, including attorney's fees caused by any violations of these Rules and Regulations.

Section 11.6 Violations and Penalties of Article IX

Any Customer having any complaint with respect to the conduct or action of any employee or contractor of The District in connection with the operation of the public underdrain system or in connection with the administration or implementation of any rules, regulation or policy related to the operation of said systems, unless specifically provided for elsewhere in this article, shall follow the complaint process described hereafter:

A. The Customer shall contact the Manager to register any complaint. The Manager will investigate the Customer's complaint and, upon completion of said investigation, shall contact the Customer and relate all information associated with said complaint within fifteen (15) days. If the investigation yields evidence of actions or conduct contrary to the operations, policies, rules, regulations or other procedures of The District, the Manager shall initiate appropriate corrective action and shall promptly report such action to the complainant.

B. The complainant can appeal the Manager's decision to the Board. The decision of the Board Hearing will be given in writing to the Customer within thirty (30) days after the receipt of the appeal by the Board. In the event the decision is adverse to the Customer, all administrative remedies in connection with the appeal shall be deemed to have been exhausted.

Section 11.7 Billing-Related Complaints

Any Customer having a billing complaint shall contact the accounting department in person, by phone or by letter. The accounting department will investigate the Customer's concerns and, upon completion of this investigation, shall contact the Customer relating all information associated with said complaint. If an error is discovered during the investigation, the succeeding bill shall reflect all adjustments. The Customer may appeal any decision as set forth in this Article.

REUNION RECREATION CENTER AND POOL USAGE FEES
EXHIBIT A-2

The following fees for the Reunion Recreation Center are effective January 1, 2013:

Quarterly Recreation Fees: the fee shall be \$81 per calendar quarter due and payable in advance.

Identification Card Fee. In order to access the recreation center and/or swimming pool residents must present an identification card issued by The District.

There will be no fee for the initial cards issued for a Member.

All subsequent cards issued for the property will have a fee of \$5.00

Lost cards may be replaced with payment of a fee of \$5.00.

Daily Usage Fees. The following fees shall apply to daily usage of the recreation center and/or swimming pool.

Daily Usage Fee (re-entry allowed with identification tag) Category	Recreation Center & Pool	
Reunion members with identification card	\$ 0	
Guests w/Reunion resident Single (over 7 years old)	\$ 5	Per Day
Family Day Pass	\$ 10	Per Day
Non-Reunion resident / Commerce City resident	\$ 20	Per Day
Non-Reunion resident / Non-Commerce City resident	\$ 20	Per Day
Reunion Homebuyer Incentive Pass [(available from home builders only)	\$ 5	Per Day

REUNION METROPOLITAN DISTRICT
 OTHER FEES
 EXHIBIT A-3

The following fees for the Reunion Metropolitan District are effective December 1, 2010:

Facility Rental Fees

Rental Fee Schedule		
Rental Area	Reunion Residential Rental Fees	Non-Resident Fees
Multipurpose Room	\$35/hour	\$50/hour
Gym	\$100/hour	\$175/hour
½ Gym	\$50/hour	\$90/hour
Aerobics Room	\$35/hour	\$50/hour
Pool Area	\$80/2 hours (Maximum of 80 Guests)	\$160/2 hours (Maximum of 80 Guests)
Gym, Aerobics Room, Multipurpose Room	\$300/hour	\$400/hr

After Hours:

- After hour rental requests will be subject to a \$25/hour fee.
- Facility manager must approve all after-hour rentals.
- After-hour staff availability is not guaranteed.
- Submitting to the Reunion Metropolitan District. A deposit of
 - \$100.00 for single room rental.
 - \$300.00 for multiple room rentals.
 - \$500.00 for Gym, Multipurpose Room and Aerobics Room.
 Deposit is refundable, except for any cleanup needed.
- Any event with more than 50 attendees is considered a Special Event. Special Event permits must provide a Certificate of Insurance with a minimum of \$1,000,000 combined single coverage property and personal injury insurance; the policy must indemnify the District, its directors and employees with a minimum 30 day cancellation period at least

ten (10) working days prior to the rental. Certificate to read as follows with this **exact** language: **ADDITIONALLY INSURED, REUNION METROPOLITAN DISTRICT, ITS OFFICERS, OFFICIALS AND EMPLOYEES.** Go to www.rvnuccio.com for more information.

Park Rental Fees

Rental Fee Schedule		
Rental Area	Reunion Residential Rental Fees	Non-Resident Fees
Southlawn Pavilion	\$60/2 hours	\$120/ 2 hours
Reunion Picnic Area and Deck	\$80/2 hours	\$160/ 2 hours
Reunion Picnic Area, Deck and Concession Stand	\$130/ 2 hours	\$260/ 2 hours

After Hours:

- After hour rental requests will be subject to a \$25/hour fee.
- Facility manager must approve all after-hour rentals.
- After-hour staff availability is not guaranteed.

Applicant hereby agrees that Applicant shall be responsible for:

- Submitting to the Reunion Metropolitan District A refundable deposit of
 - \$100.00
- Any event with more than 50 attendees is considered a Special Event. Special Event permits must provide a Certificate of Insurance with a minimum of \$1,000,000 combined single coverage property and personal injury insurance; the policy must indemnify the District, its directors and employees with a minimum 30 day cancellation period at least ten (10) working days prior to the rental. Certificate to read as follows with this **exact** language: **ADDITIONALLY INSURED, REUNION METROPOLITAN DISTRICT, ITS OFFICERS, OFFICIALS AND EMPLOYEES.** Go to www.rvnuccio.com for more information.

Inclusions

Basic inclusion	\$ 500
Rush inclusion	\$1,250
GIS Fee (if information not supplied)	\$750

A rush inclusion exists when the Manager determines any of the following conditions are met: 1) a special board meeting must be called; 2) the advertisement cannot be placed in a local paper but instead must be placed with the Denver News agency; 3). the inclusion resolution must be hand carried to the courts immediately after the meetings.

Underdrain Fees

Permit Fee	\$
Application Fee	\$
Penalty	\$1,000

Returned Check Fees

A fee shall be assessed for any dishonored checks as follows:

First Occurrence	Double the cost charged by bank
Second Occurrence	Triple the cost charged by bank
Third Occurrence	Notice pursuant to CRS 13-21-109(2) will be given and the District shall collect the amount due hereunder