

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
FOURTH AMENDED AND RESTATED  
DISTRICT FACILITIES RULES AND REGULATIONS**

The Board of Directors of the Denver Connection West Metropolitan District (the “**District**”) hereby declares that the following Fourth Amended and Restated District Facilities Rules and Regulations (“**Rules and Regulations**”) have been prepared and adopted to provide for the administration and operation of the facilities of the District included but not limited to the parks, and open space, HUB at Denver Connection, and the swimming pool and spa (collectively, the “**District Facilities**”).

These Rules and Regulations amend, restate, and supersede in their entirety those certain District Facilities Rules and Regulations adopted by the District on March 14, 2019, those certain Amended and Restated District Facilities Rules and Regulations adopted by the District on August 27, 2019; those certain Second Amended and Restated District Facilities Rules and Regulations adopted by the District on January 14, 2020; and those certain Third Amended and Restated District Facilities Rules and Regulations adopted by the District on August 24, 2021.

These Rules and Regulations shall be effective as of the date of their adoption.

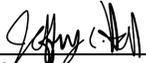
From time to time, the District may amend the rates, fines, and fees contained in the Rules and Regulations following approval by a majority of the Board by posting documents substantially in the form as **Exhibit A** (the “**Penalty Schedule**”) and/or **Exhibit B** (the “**Fee Schedule**”), as each may be amended or updated from time-to-time, on the District website. The Penalty Schedule and Fee Schedule shall be effective as of the date(s) of their respective adoption.

The Board of Directors hereby finds that these Rules and Regulations are reasonably necessary for the administration, protection, and maintenance of the public buildings and property that comprise the District Facilities.

The Board of Directors expressly reserves the right to make any lawful addition and/or revisions in these Rules and Regulations when and as they may become advisable to promote the peace, health, safety and welfare of the people residing in the District. These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Board as outlined in the Colorado Revised Statutes governing Special Districts.

Adopted this 26th day of March, 2024.

**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT**

By:   
President

Attest:

*Tina Woodard*  
Secretary

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
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**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
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**ARTICLE I. INTRODUCTION**

The Board of Directors of the Denver Connection West Metropolitan District (the “**District**”) hereby declares that the following Fourth Amended and Restated District Facilities Rules and Regulations (“**Rules and Regulations**”) have been prepared and adopted to provide for the administration and operation of the facilities of the District included but not limited to the parks, and open space, HUB at Denver Connection West (the “**HUB**”), and the swimming pool and spa (collectively, the “**District Facilities**”).

These Rules and Regulations amend, restate, and supersede in their entirety those certain District Facilities Rules and Regulations adopted by the District on March 14, 2019, those certain Amended and Restated District Facilities Rules and Regulations adopted by the District on August 27, 2019; those certain Second Amended and Restated District Facilities Rules and Regulations adopted by the District on January 14, 2020; and those certain Third Amended and Restated District Facilities Rules and Regulations adopted by the District on August 24, 2021.

The Rules and Regulations shall be effective as of the date of their adoption.

From time to time, the District may amend the rates, fines, and fees contained in the Rules and Regulations following approval by a majority of the Board by posting documents substantially in the form as **Exhibit A** (the “**Penalty Schedule**”) and/or **Exhibit B** (the “**Fee Schedule**”), as each may be amended or updated from time-to-time, on the District website. The Penalty Schedule and Fee Schedule shall be effective as of the date(s) of their respective adoption.

The Board of Directors hereby finds that these Rules and Regulations are reasonably necessary for the administration, protection, and maintenance of the public buildings and property that comprise the District Facilities. These Rules and Regulations reasonably restrict or limit the use of the District Facilities as to time, manner, or permitted activities and prohibit activities or conduct within the District Facilities or on District property which may be reasonably expected to substantially interfere with the use and enjoyment of such places by others or which may constitute a general nuisance.

The Board of Directors expressly reserves the right to make any lawful addition and/or revisions in these Rules and Regulations when and as they may become advisable to promote the peace, health, safety, and welfare of the people residing in the District. These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Board as outlined in the Colorado Revised Statutes governing Special Districts.

**ARTICLE II. CODE OF CONDUCT**

Disorderly conduct as determined by the Board of Directors may result in immediate suspension of use rights as provided for herein subject to a hearing with the Board of Directors

as set forth in **Article III**. For clarity, this **Article II** applies to the use of all District Facilities or District property, including the HUB and Pool.

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

1. Threatening, obscene, or otherwise unacceptable actions, gestures, words or language to District Representatives, Members, Non-District Members, or guests;
2. Fighting (verbal or physical), scuffling or horseplay within any District Facility or on District property;
3. Possession or use of illegal drugs and use of cannabis within any District Facility or on District property;
4. Smoking or vaping within any District Facility or on District property;
5. Unacceptable loitering within any District Facility or on District property;
6. Any activity or conduct within any District Facility or on District property that is deemed to be destructive or offensive;
7. Dress code violations;
8. Failing to obey any directive given by a Board Member/District Manager or District Representative in accordance with these Rules and Regulations;
9. Theft or attempt to remove equipment or items belonging to the District, its members or guests;
10. Damage or vandalism to any District Facility or District property;
11. Failure to obey posted safety rules;
12. Committing illegal or criminal acts in violation of state, local, or federal laws or regulations; or
13. Other actions or activities that in the discretion of the District Board of Directors are not respectful of the well-being of other persons and/or property.

**Costs to repair damage resulting from the actions of a Member, Non-District Member, or a guest will be charged to the Member or Non-District Member who has purchased an Annual Household Membership. This includes, but is not limited to, damage to any District Facility or District property and any fees or expenses incurred by the District to ensure the safety of all Members, Non-District Members, and guests.**

**ARTICLE III. VIOLATIONS AND ENFORCEMENT**

**A. VIOLATIONS:**

1. Disorderly Conduct, Life, Health and Safety Violations. Given the severity of violations and their potential impact on public life, health, and safety, and that violations are reasonably expected to substantially interfere with the use and enjoyment of such places by others or may constitute a general nuisance, the following procedures and provisions shall apply in the event that a person (a “**Violator**”) has violated these Rules and Regulations in the course of using District Facilities or District property.

2. Violations and Consequences.

A Violator shall be subject to the below consequences, subject to the hearing procedure set forth in this Article III, if requested by the Violator:

First Violation	Verbal warning
Second Violation	Written warning
Third Violation	30-day suspension from use of District Facilities or District property  * 60-day suspension from use of District Facilities or District property if the Violation required law enforcement
Final Violation	Suspension from use of District Facilities or District property  * District Board may consider reinstatement after 1 year of suspension  ** Repeated Violations may result in permanent suspension from use of District Facilities or District property

Repeated or continued violations of the same kind may result in escalation to the next consequence. In addition to the consequences provided for herein, the Board of Directors or District Representative may determine to suspend or terminate a person’s use of any District Facilities at any time as a result of the person’s violation of these Rules and Regulations or failure to pay fines when necessary for the administration, protection, and maintenance of the public buildings and property that comprise the District Facilities or when the violation substantially interferes with the use and enjoyment of the District Facilities by others or which may constitute a general nuisance.

The District may amend the consequences set forth above following approval by a majority of the Board by posting documents substantially in the form as **Exhibit A**, as may be amended or updated from time-to-time (the “**Penalty Schedule**”), on the District website. The Penalty Schedule shall be effective as of the date of its adoption.

Any person violating any provisions of these Rules and Regulations shall be liable to the District for any expense, loss, or damage occasioned by reason of such violation and may also be liable for additional penalties.

## **B. HEARING PROCEDURE.**

1. Any Person who has received a written Notice of Violation or a written Notice of Suspension under these Rules and Regulations may request a hearing in accordance with the hearing procedures set forth below.

2. A written Request for Hearing shall be provided to the Managing Agent within 15 days of receipt of a written Notice of Violation or a written Notice of Suspension.

3. Upon receipt of a written Request for Hearing, the Managing Agent shall schedule a hearing in front of the Appeals Board (as defined in the Policies and Procedures Governing the Enforcement of the Protective Covenants of Denver Connection West, as many be amended from time-to-time) within a reasonable time, but in no event shall such hearing be conducted more than 30 days following the receipt of the written Request for Hearing.

(a) If the Appeals Board determines that certain rules for the hearing shall be followed, the Managing Agent shall provide such rules to the person requesting the hearing no later than 15 days prior to the hearing.

(b) The Appeals Board shall consider the information presented during the hearing, and shall notify the person requesting the hearing of the Appeals Board’s written determination within 15 days after the hearing. The Appeals Board’s written determination shall include the reason(s) for its determination.

4. If the person requesting the hearing is dissatisfied with the Appeal Board’s determination, such person may request a hearing in front of the District Board of Directors, by providing a written Request for Hearing to the Managing Agent within 15 days of receipt of the Appeal Board’s determination.

5. Upon receipt of a written Request for Hearing, the Managing Agent shall schedule a hearing in front of the District Board of Directors within a reasonable time, but in no event shall such hearing be conducted more than 60 days following the receipt of the written Request for Hearing.

(a) If the District Board of Directors determines that certain rules for the hearing shall be followed, the Managing Agent shall provide such rules to the person requesting the hearing no later than 15 days prior to the hearing.

(b) The District Board of Directors shall consider the information presented during the hearing, and shall notify the person requesting the hearing of the District Board of Directors' written determination within 15 days after the hearing. The District Board of Directors' written determination shall include the reasons for its determination.

(c) The District Board of Directors' decision shall be final.

## **ARTICLE IV. HUB RULES AND REGULATIONS**

### **A. GENERAL RULES**

1. The HUB will be accessible during scheduled office hours and community hours that will be posted on a regular basis on the District's webpage and will be accessible by keycard during these times. HUB use during these times is reserved for District Members in good standing and Non-District Members in good standing.

2. The District may sponsor community events and/or programing. In the event damage occurs at a community sponsored event, the person or persons causing the damage will be held responsible for the resulting expenses.

3. An individual may be denied use of one or more District Facilities for any or all of the following reasons:

(a) History of negligence or noncompliance concerning District Facilities rules, regulations, policies, or procedures.

(b) More than 2 quarters delinquent in Operations and Maintenance Fees, if imposed.

(c) Any Resident of any lot that has received a third offense or more in the covenant enforcement process.

(d) Other reasons deemed material by the Board of Directors.

4. The District Manager may produce a schedule of events occurring in the HUB each month.

5. District-sponsored HUB programming shall take priority over Member or Non-District Member requested reservations.

6. Only one reservation per day will be allowed.

7. Maximum occupancy inside the HUB is 90 persons.

8. Surveillance cameras are in use at all times.

9. No one under the age of 16 is allowed to use the HUB unless supervised by a Member or Non-District Member of at least 21 years of age.

10. Waivers of liability are required for all Members and Non-District Members who have purchased Annual Household Memberships and their guests before using the HUB facility. In the event that an applicant has reserved the HUB for a private function, a waiver of liability shall be required only from the applicant.

11. One key card will be issued per household/membership.

12. The HUB will not be available for reservations on the following holidays:

New Year's Day	January 1
Martin L. King Jr.'s Birthday	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Indigenous Peoples Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

13. Sales, solicitations, distribution and posting of materials other than in areas designated by the District, if any, are prohibited within the HUB and on District property. Sales, solicitations, distribution and posting of materials, and other activities may be further restricted to specific times and dates as determined by the District. People may not use the HUB for commercial or business purposes including, but not limited to, sales of goods or services, personal training sessions, athletic lessons, advertising, or promotions.

14. No pets, with the exception of Service Animals, are permitted in the HUB.

15. No smoking, vaping, chewing tobacco, illegal drugs, or cannabis is permitted within the HUB or on District property.

**ALCOHOL IS NOT PERMITTED WITHIN THE HUB OR ON DISTRICT PROPERTY EXCEPT AS SPECIFIED OTHERWISE BY ARTICLE IV.D.3. AND 4. HEREOF AND IN ACCORDANCE WITH THESE RULES AND REGULATIONS.**

## **B. PROCEDURE TO RESERVE THE HUB**

The HUB is available to all people who own real property or reside within the District's boundaries (collectively "**Members**," individually each a "**Member**") and non-property owners/non-residents of the District (collectively "**Non-District Members**," individually each a "**Non-District Member**") for private social functions only with a District-approved application and as provided for in these Rules and Regulations. The area available for a private reservation consists of the HUB, the HUB-adjacent area including the firepit and barbeque grills, and the grass by the west gate entrance to the Pool. The remaining areas adjacent to the HUB, including the swimming pool, swimming pool deck area, and spa (the "**Non-Reserved Areas**") cannot be reserved as part of the private function.

The HUB and its daily operations, such as rentals and key card distribution, are managed by the District Manager, whose contact information is available on the District's website.

The applicant for a reservation of the HUB is responsible for his or her guests and shall be jointly and severally liable with such guests for any damages caused by the applicant and/or the applicant's guests to property, including but not limited to the HUB and other District Facilities, furniture, and/or fixtures; any violation(s) of these Rules and Regulations or other District rules and policies; and any damages to people caused by the applicant and/or the applicant's guests.

All required payments, possibly including but not limited to, a Damage Deposit, a Rental Fee, a Cleaning Fee, and any other fees set forth in **Exhibit B** attached hereto and incorporated herein by reference, must be made in full before the District approves an applicant's HUB reservation. Applications for a HUB reservation shall be in the form of a "**HUB Use or Rental Agreement**," the form of which is attached hereto, and incorporated herein by reference, as **Exhibit C**. Copies of the HUB Use or Rental Agreement can be requested by contacting the District Manager. Whether to approve or deny an application for a HUB reservation is within the District's sole discretion and may be based on reasons including but not limited to conflicting District events, lack of space or availability, or an applicant's failure to pay dues, fees, or any other amounts owing to the District. Additional information may be found in the HUB Use Instructions, attached hereto as **Exhibit D** and incorporated herein by reference.

1. Applicants shall submit to the District a HUB Use or Rental Agreement no more than three (3) months in advance of the proposed reservation date. The applicant shall submit to the District Manager a complete HUB Use or Rental Agreement, together with full payment of all required fees. The District shall then make a determination whether to approve or deny the application and notify the applicant of same determination. Applicants shall be of at least 21 years of age.

2. Payment of the Damage Deposit, Rental Fee, and Cleaning Fee in the amounts set forth in **Exhibit B** hereto, as may be amended or updated from time-to-time, is required for every reservation. See the Schedule of Fees attached hereto as **Exhibit B** for additional fees that may apply. The applicant shall submit full payment of all required fees at the time the applicant submits the HUB Use or Rental Agreement to the District.

(a) If alcohol will be served at the event, the applicant shall pay the Tenant Usage Liability Insurance Policy (TULIP) Fee.

3. If the District approves the applicant's HUB Use or Rental Agreement, the District shall then provide the applicant with a key card for access to the HUB.

4. After the event, an authorized representative of the District (a "**District Representative**") will inspect the HUB. The Damage Deposit will be fully refunded only if (1) the HUB is found by the District Representative to be in an acceptable condition; and (2) where the applicant is a Non-District Member, the applicant's key card has been timely returned.

(a) If the District determines it necessary to incur expenses to return the HUB to an acceptable condition following an event, including but not limited to payment of

any late fees or fees to replace a Non-District Member's key card, such expenses shall be paid first out of the applicant's Damage Deposit, then, if the expenses exceed the amount of the Damage Deposit, they shall be invoiced to the applicant; if such expenses are less than the amount of the Damage Deposit, the District shall refund the difference. The applicant shall be responsible for expenses incurred by the District to restore the HUB to a condition acceptable to the District and to remedy any damage to District property or District Facilities resulting from the applicant's event, even if the amount of such expenses is greater than the amount of the Damage Deposit.

### **C. ADDITIONAL REQUIREMENTS FOR RESERVING THE HUB BY NON-DISTRICT MEMBERS**

In addition to the other requirements set forth in this **Article IV**, Non-District Members shall also comply with the following requirements when applying to reserve the HUB.

1. Non-District Members may reserve the HUB only by first paying for an Annual Household Membership in the amount outlined in **Exhibit B**.
2. If the District approves the application, the key card to the HUB will be available for pick-up by the Non-District Member the day before the event. Key cards must be returned by the close of business of the next business day after the event. The Late Key Card Return Fee in the amount set forth in **Exhibit B** hereto will be charged in the event the key is not returned as stated above.

### **D. PROCEDURES DURING THE EVENT**

1. The HUB can be reserved, subject to availability and in the District's discretion, from 9:00 A.M. through 9:00 P.M., including set-up and break-down. The applicant is responsible for ensuring that the applicant and his or her guests have left the HUB no later than 9:00 P.M. the day of the event.
2. The applicant reserving the HUB must be in attendance at all times during the event. The applicant is responsible for the conduct of all guests.
3. Alcohol may be served at an event only with the District's prior written approval, to people of at least 21 years of age, and in accordance with these Rules and Regulations. Under no circumstances shall applicants or their guests, either directly or by contracting with a third-party, sell alcohol on District property or within District Facilities including the HUB.
4. If alcohol will be served at an event, the applicant is required to pay the Tenant Usage Liability Insurance Policy (TULIP) Fee or, if the District gives prior written approval, provide a Certificate of Insurance for Host Liquor Liability Insurance before the application can be approved by the District. If unable to obtain such a Certificate, the applicant shall contact the District Manager to explain.
5. Glass containers are not permitted within District Facilities or on District property, except that glass food or beverage containers are permitted within the HUB building.

6. The applicant is responsible for ensuring that all vehicles are properly parked at the HUB and not occupying resident parking spaces within the community. Improperly parked vehicles may be towed at the owner's expense.

7. Applicants are responsible for ensuring that public access to the Non-Reserved Areas is not impeded during the applicant's private event. Swimming suits or wet clothing are not allowed at any time in the HUB.

8. No food is allowed on the sofas or soft seating to prevent damage to the fabric.

9. No pets, with the exception of Service Animals, are permitted in the HUB.

10. No smoking, vaping, chewing tobacco, illegal drugs, or cannabis is permitted within the HUB or on District Property.

11. Doors and windows are to be kept closed as much as possible when the heat or air conditioning is in use.

12. No helium balloons are permitted in the HUB.

13. No confetti or glitter is permitted in the HUB or other District Facilities.

14. No writing or decorations are permitted on the windows. Only removable tape (i.e., masking, painters or "Scotch" tape) may be used to attach decorations to the walls. "Duct" tape or other type of sticky tape that might damage the finish of the walls, fixtures, or furniture is prohibited.

#### **E. PROCEDURES FOLLOWING THE EVENT**

1. Trash bags are provided, and all trash shall be removed from the HUB and placed in the outside trash receptacle no later than 9:00 P.M. the day of the event.

2. The Damage Deposit, less any costs for repairs, will be fully refunded within seven (7) business days after the inspection is completed, if the District Representative deems the HUB to be in an acceptable condition, and the key card is timely returned.

3. The applicant reserving the HUB is responsible for the costs incurred by the District for cleaning, fixing, or replacing all items damaged or lost as a result of, or occasioned by, the applicant's use of the HUB.

4. If HUB property is damaged during a private or community event, the Board intends to complete the repair or replacement as soon as possible.

## **ARTICLE V. SWIMMING POOL/SPA RULES AND REGULATIONS**

### **A. GENERAL INFORMATION**

The District welcomes Members, Non-District Members who have purchased Annual Household Memberships as set forth in **Exhibit B** attached hereto, and guests to the swimming pool, swimming pool deck area, and spa (the “**Pool**”). These Rules and Regulations will provide for a more enjoyable experience while visiting the Pool.

#### 1. Membership Key Cards.

(a) The Pool’s main gate will be locked at all times. One key card will be issued per membership by a District Representative. The key card shall not be duplicated. A Lost, Damaged, or Stolen Key Card Replacement Fee as set forth in **Exhibit B** hereto may be charged in the event a key card is lost. Subsequent losses may result in an additional Lost, Damaged, or Stolen Key Card Replacement Fee for each replacement key card.

(b) Membership key cards must be returned when a Member’s property within the District is sold. A Member who sells their property and is under contract for another property within the District may be eligible to retain membership during this period. Contact the District Manager for further details.

(c) Membership key cards issued to Non-District Members are good for the period of one year and must be renewed on an annual basis or returned by the end of the applicable one-year period.

2. **THERE IS NO LIFEGUARD AT THE POOL/SPA.** People using the District Facilities including the Pool, are responsible for the *behavior and safety* of themselves and their guests, including any children. Any person who does not have sufficient swimming skills to swim independently must be accompanied and supervised by a person with such skills. For safety reasons, children and youth younger than 16 years of age shall be supervised at all times by a parent, legal guardian, or a person authorized to do so by a parent or legal guardian, and who is over the age of 16. Neither the District, the District Manager, nor District staff assumes or accepts responsibility for supervision of any person using the Pool, including children.

3. Guests at the Pool must be accompanied by a Member, or Non-District Member who has purchased an Annual Household Membership, in good standing. Members and Non-District Members who have purchased Annual Household Memberships are responsible for their guest’s actions, including but not limited to, any damage to the Pool. In general, each Member or Non-District Member who has purchased an Annual Household Membership is limited to no more than four (4) guests per day. All guests must be accompanied by their host at all times when using the Pool.

4. Organized parties in the Pool area with large numbers of guests, whether Members or Non-District Members, are not permitted so as not to prohibit the enjoyment of other members wishing to use the District Facilities. This includes but is not limited to large gatherings at the pool, spa, or other Non-Reserved Areas.

## **B. GENERAL OPERATION RULES AND PROCEDURES**

1. The District has contracted with the District Manager for the administration and operation oversight of the Pool and other District Facilities. Any inquiries pertaining to the operation and/or management of the Pool or other District Facilities should be directed to the District Manager, whose contact information is available on the District's website.

2. Operating hours for the Pool for each season will be posted on the District's website and in the HUB in a form substantially similar as set forth in **Exhibit F**.

3. The District may restrict or limit access to the Pool for any purpose it deems reasonable to equitably, safely and effectively serve the community, including without limitation, weather conditions, periodic safety breaks, and "adult swim" or "lap swim" times. If the District adopts periodic safety breaks, and "adult swim" or "lap swim" times for any pool season, same will be posted on the District's website and in the HUB in a form substantially similar as set forth in **Exhibit F**.

4. Entering the Pool or other District Facilities or property outside of operating hours will subject the person to consequences including but not limited to a warning or suspension of Pool privileges. Additionally, a person entering the Pool outside of operating hours without District approval will be considered to be trespassing, and the District may contact the proper authorities to have such person removed.

5. The Pool may not be used to conduct any activity, program or other event for profit or commercial activity by any Member, Non-District Member, guest, business, or other person. Sales, solicitations, distribution and posting of materials other than in areas designated by the District, if any, are prohibited within the Pool and on District property. Sales, solicitations, distribution and posting of materials, and other activities may be further restricted to specific times and dates as determined by the District. People may not use the Pool for commercial or business purposes including, but not limited to, sales of goods or services, personal training sessions, athletic lessons, advertising, or promotions.

6. No pets, with the exception of Service Animals, are permitted in the Pool.

7. No smoking, vaping, chewing tobacco, illegal drugs, or cannabis is permitted within the Pool or on District property.

8. Alcohol is not permitted within the Pool.

9. The District is not responsible for lost or stolen articles.

10. The District is not responsible for any accident or damage to persons or property occurring on property owned and operated by the District. Notwithstanding any provision to the contrary in these Rules and Regulations, nothing herein shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to District under the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended.

## C. POOL RULES

The following are rules and regulations for specific areas of the Pool. Additional rules and regulations not in conflict with these Rules and Regulations may also be posted in specific areas in or near the Pool. The District has implemented these Rules and Regulations and will in all cases seek Pool user cooperation in abiding by these rules to ensure the safety of all Pool users. A District Representative is empowered to make decisions in accordance with these Rules and Regulations and to further the interests of safety and accident prevention.

1. A District Representative shall have jurisdiction to enforce these provisions based on potential and preventable hazards and accidents. Appeals of any such enforcement may be made to the Board of Directors.

2. No running is allowed within the Pool, including the fenced pool area or other wet or slippery areas.

3. Food and drinks, with the exception of alcohol, will be allowed only on the pool deck area. Glass bottles and containers are not allowed in any area at the Pool.

4. Proper swimming attire must be worn by all people using the Pool. No cut off pants are allowed. Any person who is unable to control his or her bodily functions must wear swim diapers or similar swimwear while using the Pool. For reasons of public health and safety, the Board of Directors recommends that children under 3 years wear swim diapers in the pool.

5. No spitting while in the Pool.

6. No flips, twists, cannonballs, can openers, back dives, back jumps or any other unsafe entry into the water will be allowed from the side of the Pool.

7. Diving into the Pool is prohibited at all times.

8. Showers are recommended before entering the Pool in accordance with Colorado State law.

9. Inflatable beach balls, flotation devices and other items designed for community swimming pools are allowed. Swimming pool play items should not unreasonably interfere with the use or enjoyment of the Pool by others.

10. No person who does not have sufficient swimming skills to swim independently is permitted in the Pool, including the spa, unless accompanied and supervised by a person with such skills.

11. For safety reasons, the Board of Directors recommends that no children over the age of five (5) enter the kiddie pool.

12. Neither Members nor Non-District Members are permitted to attempt to reserve chairs or tables by leaving personal items on the chairs unless they expect to return to the reserved area promptly. Members and Non-District Members shall remove any personal items

from tables or chairs that they have not returned to for more than 30 minutes so that such furniture can be used by others.

13. During inclement weather, use reasonable caution. If lightning is apparent, please vacate the Pool immediately. It shall be in the sole discretion of the District whether to vacate the Pool due to inclement weather.

14. All pool key cards will be deactivated at the end of each pool season.

**SAFETY ADVISORY:** Members and guests with heart disease, diabetes, high or low blood pressure or any serious illness, and pregnant women should not enter the spa without prior consultation with their physician. People with skin, ear, genital or other body infections, open sores or wounds, should not use the spa due to the possibility of spreading infection. Do not allow the spa's water temperature to exceed 104 degrees Fahrenheit (40 degrees Celsius). Do not soak for more than 15 minutes at one sitting in 104-degree Fahrenheit (40 degree Celsius) water. Do not use the spa alone or while consuming alcoholic beverages or during/after using over-the-counter or prescribed medications that may cause sleepiness, drowsiness, or raise or lower blood pressure. Do not use the spa while under the influence of medication or immediately after consuming a heavy meal. Illegal drug use in the spa or other District Facilities is strictly prohibited. Enter the spa slowly and cautiously.

#### **D. POOL CODE OF CONDUCT**

Disorderly conduct will result in disciplinary action, which may include loss of Pool and HUB privileges in accordance with these Rules and Regulations. Such discipline includes, without limitation, the penalties and fines set forth in **Article III**, above. Disorderly conduct may include, but is not limited to the following:

1. Threatening, profane, indecent, coercive or disrespectful actions, gestures, words or language to District Representatives, Members, Non-District Members, or guests;
2. Fighting (verbal or physical), scuffling or horseplay within the Pool or on District property;
3. Running or speed walking;
4. Climbing on wall separating the main pool from the kiddie pool;
5. Loud music;
6. Climbing over the fence surrounding the Pool;
7. Possession or consumption of alcoholic beverages while utilizing the spa;
8. Smoking, vaping, chewing tobacco, illegal drug possession or use, or cannabis within the HUB, Pool, or spa;

9. Loitering within the Pool or on District property or any District Facilities deemed by the District to be unacceptable;
10. Dress code violations posted for the Pool;
11. Failing to obey any directive given by a District Representative in accordance with these Rules and Regulations;
12. Theft or attempt to remove equipment or items belonging to the District, its Members, Non-District Members, or guests;
13. Damage or vandalism to Pool equipment or other District Facilities;
14. Failure to obey posted safety rules;
15. Committing illegal or criminal acts in violation of state, local, or federal laws or regulations; or
16. Other actions or activities that are not respectful of the well-being of other persons and/or property.

## **ARTICLE VI. PARKS AND OPEN SPACE**

### **A. DEFINITIONS**

*Alcohol Beverages*: means fermented malt beverages or malt liquor (beer), vinous liquor (wine), and spirituous liquor (hard liquor) as defined in the Colorado Liquor Code, as this may be amended from time to time.

*Amenities*: includes, but is not limited to: natural features (rock formations, ponds, lakes, creeks, waterways, wetlands, open spaces, natural areas, trees, etc.); cultural, archaeological, geological or paleontological items, objects or other resources; ditches; irrigation systems; buildings; monuments, statues and art work; pavilions; amphitheaters; picnic shelters and related facilities; athletic fields, ballparks, basketball courts, tennis courts and other sports facilities and equipment; golf courses and clubhouses; skating and biking facilities; swimming pools; parking lots; trails, paths, sidewalks, stairs and bridges; fountains and other structural water features; District signs; restrooms; fences and walls; and benches, chairs and tables, all located in or on Parks or Open Space.

*Dog Park*: means an area(s) within Parks or Open Space where the District has designated that dogs may run loose and off leash. Such an area may be enclosed by a fence or other barrier or may be unfenced or otherwise open, as determined by the District. A Dog Park may have signage designating the area which is a “Dog Park”. The restrictions on “loose animals” set forth below shall not be applicable in a Dog Park, provided that the dog is properly managed and controlled as provided below.

E-Device: means Electric Assisted Bicycles, Electric Mobility Devices; Electric Personal Assistive Mobility Devices; and Electric Scooters. “E-device” does not include ADA and other mobility and assistive electric devices.

Gambling: means risking any money, credit, deposit or other thing of value for gain contingent in whole or in part upon lot, chance, the operation of a gambling device, or the happening or outcome of an event, including a sporting event, over which the person taking a risk has no control, but does not include: (a) bona fide contests of skill, speed, strength or endurance in which awards are made only to entrants or to the owners of entries; or (b) bona fide business transactions which are valid under the law of contracts; or (c) other acts or transactions now or hereafter expressly authorized by ordinance.

Metal detecting: means the use of an electronic instrument consisting of a sensor probe which can be swept over the ground or other surfaces or objects to detect the presence of metal objects or metal containing objects that may be hidden from view within objects or buried in the ground.

Motorized Vehicle: means any motorized wheeled vehicle or device or a trailer (whether or not attached to Motorized Vehicle) including but not limited to an automobile, truck, van, sports utility vehicle, recreational vehicle, motorcycle, motor scooter, and motor bike.

Overnight Residing: means the occupancy and use, including but not exclusively for sleeping, of Parks or Open Space or a portion thereof during District Curfew.

Parks and Open Space jointly include, but are not limited to: Dog Parks, natural areas, open space, historic parks, skate parks, bicycle courses, trails and paths, pavilions and shelters, picnic areas, playgrounds, fountains, waterways and water bodies and historic structures located in Parks, park roads, and parking lots associated with Parks and Open Space, all operated under the auspices of the District. This definition includes a sidewalk and/or tree lawn located in right of way immediately adjacent to Parks or Open Space. **For clarity, Parks and Open Space does NOT include any facilities owned or operated and maintained by the City and County of Denver, including without limitation the City Park to be located on TRACT A, DENVER CONNECTION WEST-FILING NO. 1, CITY AND COUNTY OF DENVER, STATE OF COLORADO.**

Sales: means any offering, sampling, soliciting, vending, marketing, advertising, bartering, bargaining or delivery of goods or services to or with the public. Sales include food and beverage vending, private recreational, personal training or exercise program services, and solicitation for passage by any type of vehicle, motorized or non-motorized (including horses and other ride animals), for hire or gratis. It does not include the sale of goods or services at a permitted assembly when the goods or services are an integral and related part of the expression of free speech in Parks or Open Space that is a public forum; however, the sale of goods or services unrelated to the free speech being expressed in the Parks or Open Space will be subject to the restrictions and prohibitions set forth in these Rules and Regulations.

Sidewalk/Trail: means any trail, path or sidewalk, hard surfaced or soft surfaced, located in any Parks or Open Space.

Storm Drainage Facilities: means lakes, ponds, rivers, creeks, canals, ditches, detention and retention ponds holding water, fountains, or similar waterways or water bodies that are located in or on Parks and Open Space.

Wheeled Device: means any non-motorized wheeled vehicle or device including but not limited to: a) bicycles, b) skates (roller, in-line, roller blades, etc.), c) skateboards, d) scooters, e) electric bicycles, f) electric scooters, g) electric skateboards, h) any electric mobility devices operated in parks, and i) Electric Personal Assistive Mobility Devices (“EPAMD”) as defined in Chapter 54, Article IX, Division 2 of the Denver Revised Municipal Code. Except where noted in these Rules and Regulations, strollers or other similar devices used to transport children, or a wheelchair or other similar mobility assisted device used by an individual with disabilities for conveyance is regarded as a Wheeled Device. Gas-powered (“Motorized”) vehicles are limited and restricted as set forth herein.

## **B. CURFEWS AND CLOSURES**

The prohibition or restriction of uses and activities in Parks and Open Space and entry upon Parks and Open Space during curfew or closures, as specified herein, are important to the safe and harmonious public use of Parks and Open Space and for the protection and preservation of Parks and Open Space.

1. District Curfew: Curfew for Parks and Open Space is between the hours of 11:00 p.m. and 5:00 a.m. (“District Curfew”). Entry into Parks and Open Space during District Curfew is not allowed, UNLESS the District has issued a permit for events or specific activities or a contract with the District has been entered authorizing the events or specific activities during District Curfew, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

## **C. RESTRICTION OR PROHIBITION OF CERTAIN USES AND ACTIVITIES**

1. Permits, Licenses and Contracts. [Reserved]

2. Commercial activity: Commercial activities, including Sales, are prohibited, unless permitted or authorized by the District.

3. Destruction of or unauthorized changes to Parks or Open Space. The prohibition or restriction on activities or uses that adversely affect or change Parks or Open Space or Amenities or Storm Drainage Facilities in Parks or Open Space, as specified herein, are important to the safe and harmonious public use of Parks and Open Space and for the protection and preservation Parks or Open Space.

(a) Destructive activity: The removal, injury, damage, destruction or defacing of an Amenity or Storm Drainage Facility on or in Parks or Open Space or any other

part of Parks or Open Space is prohibited. This prohibition includes graffiti, vandalism, marking, cutting, breaking, climbing on facilities or structures not designed, suited, intended or safe for climbing, or any contact, act or activity resulting in damage, destruction or defacing.

(b) Metal detecting in a manner that destroys, injures, damages, or defaces Parks or Open Space or otherwise causes unauthorized damage or modification is prohibited. Use of metal detecting devices while probing with probing tools or objects is permitted as long as probing does not exceed a depth of 6 inches and a width of 1/8 inch.

(c) Use of sluice boxes, rocker boxes, hand dredges and mechanical pumps and screens is prohibited and shall be considered destructive activity.

(d) Vegetation; Firewood: The picking, removal and/or destruction of vegetation (trees, shrubs, plants, turf, flowers, etc.) or the collecting of firewood in or on Parks or Open Space is not allowed, UNLESS such activity is part of a District public activity program.

(e) Structures; Enclosures: No structure or enclosure is to be constructed, erected, installed or staked in any Parks or Open Space. This includes, but is not limited to: tents, shacks, booths, stands, amusement devices, recreational equipment, carnival equipment, monuments, art work and other improvements or furnishings, temporary or permanent ("Structure/Enclosure"), UNLESS such placement of Structure(s) or Enclosure(s) is authorized by the District in writing and prior to construction, erection, installation or staking.

(f) Hammocks and slacklines attached to certain Amenities within a Park may be allowed if the Amenity supporting the hammock or slackline is sturdy enough to support the hammock or slackline to be used in a manner that does not in any way damage the Amenity or any Park property. Slacklines and hammocks may be attached on a temporary basis during park hours and only while in use.

(i) Broadleaf trees may be used for hammocks and slacklines and must be 24 inches or more in diameter at four and one-half (4.5) feet above finished grade or the equivalent 75 inches in circumference and have no branches or forks on the trunk below five (5) feet in height.

(ii) Evergreen trees such as pine, spruce, or fir may be used for hammocks or slacklines and must be 12 inches or more in diameter at four and one-half (4.5) feet above finished grade or the equivalent of 38 inches in circumference and have no branches or forks on the trunk below five (5) feet in height.

(iii) Any use of hammocks or slacklines attached to any trees must meet the following conditions.

a) A padded or fabric barrier shall be provided between the slackline or hammock attachment and the tree to prevent potential damage to the tree bark and other layers of the tree.

b) Barrier material must be at least ¼ inch thick and at no time should any part of the attachment material be in direct contact with the bark of the tree.

c) Attachment materials shall be a minimum of two inches in width.

d) Slacklines shall hold only one person at any time. Hammocks shall hold only two people at any time.

e) Slacklines shall have red or orange cones, marking tape or ribbon that hangs at least 6 inches below the line. Marking tape or ribbon shall be placed at intervals of not less than 10 feet.

f) Hammocks or slacklines attached to trees in any Parks or Open Space are prohibited under the following conditions.

1) Slacklines with a distance exceeding 60 feet in length or a height of more than four (4) feet above ground at the center when weighted.

2) Hammocks or slacklines obstructing the intended uses of or passage through the park, sidewalks, buildings, roads, streets, playgrounds, bikeways, water features, sport courts, sports facilities, bike racks, handrails, art objects, fences or light poles.

3) Hammocks or slacklines placed across non-turf areas (except mulch zones around trees,) sidewalks, roads, trails, sports fields, playgrounds, or across any other area of pedestrian traffic.

(g) Signs: No signs, posters, banners, or advertising are to be constructed, erected, installed or placed in any Parks or Open Space (“Signs”). Exceptions to this rule:

(i) Signs held or supported by a person as an expression of free speech in Parks or Open Space that is a public forum. Such Signs must not be attached to the ground, vegetation, or Amenities and must not be free-standing and unattended in the Parks or Open Space.

(ii) Signs, including corporate sponsorship acknowledgments and memorials, placed and maintained as authorized and in accordance with policies and rules and regulations adopted by the District.

(h) Amenities: Amenities are not to be removed from Parks or Open Space, or otherwise altered, changed, or modified, unless authorized by the District in writing and prior to removal, alteration, change, or modification.

(i) Temporary or permanent modifications to any Parks or Open Space or Amenities, including but not limited to snow removal, grass trimming, and other unauthorized maintenance activities, are not allowed without the prior authorization of the District.

(i) Overnight Residing. Restrictions and prohibitions relating to Overnight Residing, as specified herein, are important to the safe and harmonious public use of Parks and Open Space and for the protection and preservation of Parks and Open Space.

(i) Overnight Residing: Overnight Residing is not allowed. The District shall comply with section 38-86.2(c) of the Denver Revised Municipal Code, to the extent applicable, prior to taking action to enforce against Overnight Residing.

(j) Fire restrictions and bans; fireworks. Cooking fires, open fires and fireworks present a very real danger of wildfires and other fire damage in Parks and Open Space and adjoining property and are therefore prohibited or restricted as specified herein.

(i) Fires: The starting and maintaining of fires in Parks and Open Space is prohibited except for fires in grills, fire pits and fireplaces provided for that purpose in Parks and Open Space or charcoal or gas grills brought by a Parks and Open Space user.

(ii) All fires must be totally contained within the grill, fire pit, fireplace, or approved smoking area and must be attended to and controlled at all times. Privately owned charcoal or gas grills must be placed so that they are least twelve (12) inches off the ground and not on picnic tables or benches. Fire fuel is limited to gas, wood and charcoal. Charcoal starter fluid may be used but only to the extent necessary to start or maintain a controlled fire. Gasoline or other highly flammable or combustible liquids (other than charcoal starter fluid) are prohibited. All fires must be completely extinguished and the burnt charcoal, ashes, and associated litter or trash (e.g. evidence of smoking) removed from the Parks or Open Space prior to the person who started or maintained the fire leaving the Parks or Open Space. All burnt charcoal and ashes must be lawfully disposed of.

(iii) Fire bans: All fires, including those in grills, fire pits and fireplaces, are prohibited when an order banning fires in Parks and Open Space or Amenities is issued by any authorized public official.

(iv) Fireworks: Fireworks of any kind are prohibited in Parks and Open Space. This prohibition includes the possession, sale, ignition and discharge of fireworks. Fireworks are as defined in the adopted Denver Fire Code, as amended. Exception to this rule:

a) Events or specific activities for which a permit has been issued or a contract with the District has been entered authorizing the professional discharging and display of fireworks otherwise restricted or prohibited by this rule, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

(k) Firearms, weapons and hunting. Firearms and weapons present a real danger to the safety of the public in or near Parks and Open Space and to Parks and Open Space themselves and are therefore prohibited or restricted as specified herein.

(i) **Firearms:** Firearms are prohibited in Park Facilities except as provided herein. This prohibition includes the possession, display, flourishing or discharge of firearms. Firearms means pistols, revolvers, handguns, rifles, shotguns, machine guns, air guns, gas operated guns, spring guns, and any firearm that can discharge a bullet or metal shot or pellets. Exceptions to this rule shall apply so long as, at the time of carrying, the person is abiding by all other federal, state, and local laws:

a) The person is a law enforcement officer, as defined in section 38-116 of the Denver Revised Municipal Code;

b) The person is an active-duty member of the United States Armed Forces and acting in performance of their duties;

c) The person is acting with valid authorization from the City or District, including but not limited to a person licensed by the City as a security guard with a firearms endorsement; or

d) The person is carrying a firearm within a private automobile or other private means of conveyance for hunting or for lawful protection of the owner or another person or that owner or another person's property, and the person is otherwise in lawful possession of the firearm and is not engaging in any unlawful use of the firearm, including hunting in Parks and Open Space.

(ii) **Weapons:** Weapons are prohibited in Parks and Open Space except as provided herein. This provision does not include firearms addressed in subsection (k) above. This prohibition includes the possession, display, flourishing and use of weapons. Weapons include blackjacks, nunchakus, brass knuckles or similar artificial knuckles, switchblades, knives with blades greater than 3 ½ inches, explosive devices, incendiary devices, bombs, b-b guns, pellet guns, paintball guns, Airsoft-type guns, cross bows, long bows, slingshots and similar potentially dangerous weapons. Exceptions to this rule:

a) Any weapon for which the owner is carrying the weapon within a private automobile or other private means of conveyance for hunting or for lawful protection of the owner or another person or that owner or another person's property, and the person is otherwise in lawful possession of the weapon and is not engaging in any unlawful use of the weapon, including hunting in Parks or Open Space.

b) Events or specific activities for which a permit has been issued or a contract with the District has been entered authorizing use of specified weapons otherwise restricted or prohibited by this rule, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

(iii) **Hunting:** The hunting or killing of wildlife or other animals is prohibited in Parks and Open Space.

(l) **Alcohol Beverages.** The regulation and control of the sale, service and consumption of alcohol beverages as defined in the Colorado Liquor Code, as specified herein, is important to the safe and harmonious public use of Parks and Open Space.

(i) **Personal Consumption:** The possession or consumption of Alcohol Beverages brought into Parks and Open Space by a patron or visitor Parks and Open Space for Personal Consumption is allowed but limited to fermented malt beverages and malt liquor (beer), and vinous liquor (wine). “Personal Consumption” means the drinking of beer or wine by a patron or visitor in Parks and Open Space where there is no authorized sale or service of the allowed Alcohol Beverage in the Parks or Open Space.

(ii) The possession and consumption of spiritous liquor (hard liquor) as defined in the Colorado Liquor Code is prohibited in all park facilities unless specifically allowed through a permit, concession license, contract or specific approval of the District.

(iii) **Special restrictions:** Alcohol Beverages may not be possessed or consumed on, in or within fifty (50) feet of any roadway (public right of way or park road) in or adjoining Parks or Open Space or on, in or within fifty (50) feet of any playground, recreation center or swimming pool located in Parks or Open Space, except when authorized by a concession license, a contract or a permit and by City and State liquor laws.

(iv) The sale or service of Alcohol Beverages in Parks and Open Space is not allowed unless authorized by a contract or a permit and by City and State liquor laws.

(m) **Marijuana.** The prohibition of the consumption, use, display, transfer, distribution, sale, or growth of marijuana, as specified herein, is important to the safe and harmonious public use of Parks and Open Space.

(i) **Violation:** The consumption, use, display, transfer, distribution, sale, or growth of marijuana in Parks and Open Space is prohibited.

(n) **Smoking.** Restrictions on smoking tobacco products in public, as specified herein, are important to the safe and harmonious public use of Parks and Open Space.

(i) **City Ordinance:** Smoking of tobacco in public is regulated, and generally prohibited, under Article IX of Chapter 24 of the Denver Revised Municipal Code at or within certain City-owned facilities. Section 24-313, of the Denver Revised Municipal Code provides that “[e]very department, agency and office of the city shall implement this article in all facilities under its management

control.” In fulfillment of this ordinance mandate, and in addition to the enforcement provisions set forth in section 24-312 of the Denver Revised Municipal Code, smoking at or within any Parks and Open Space in violation of Article IX of Chapter 24 of the Denver Revised Municipal Code shall be a violation of these Rules & Regulations.

(ii) Special restrictions: Smoking is not allowed within fifty (50) feet of any playground, recreation center, facility, event facility, or swimming pool located within Parks and Open Space.

(o) Sales and gambling. The regulation and control of the sales of goods and services, as specified herein, and the prohibition of gambling, as specified herein, is important to the safe and harmonious public use of Parks and Open Space.

(i) Sales authorization: The sales of goods or services are not allowed in Parks and Open Space unless authorized by a concession license, a contract or a permit. The sales of goods or services are not allowed on the streets and sidewalks within three hundred (300) feet of the boundary of Parks and Open Space unless authorized by a concession license, a contract or a permit.

(ii) Gambling: Gambling is prohibited in Parks and Open Space. This prohibition includes social gambling.

(p) Disturbance of the peace. Maintaining peace and quiet in Parks and Open Space, as specified herein, is important to the safe and harmonious public use of Parks and Open Space.

(i) Misbehavior: Action or behavior or the promotion or instigation of action or behavior that disturbs the peace of the public in Parks and Open Space is prohibited (“Misbehavior”). Such Misbehavior includes violent, tumultuous, offensive or obstreperous conduct; loud or unusual noises; unseemly, profane, vulgar, obscene or offensive language calculated to provoke a breach of the peace; or the assault, striking or fighting of another person.

(ii) Noise: The use of sound amplification systems (e.g., loudspeakers, public address systems, radios, tape or disc players, etc.) in such a manner as to breach the peace and quiet of Parks and Open Space is not allowed. Exceptions to this rule:

a) Events or specific activities for which a permit has been issued or a contract with the District or City has been entered authorizing the use of sound amplification systems at specified locations, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

b) Noise limitations and violations including the use of such sound amplification systems is subject to the requirements, restrictions, conditions, exceptions, definitions, permitting and penalties

prescribed in Section 38-89 of the Denver Revised Municipal Code; Chapter 36 of the Denver Revised Municipal Code; and their associated rules and regulations.

(q) Storm Drainage Facilities. The regulation of activities in and uses of Storm Drainage Facilities, as specified herein, serves to preserve and protect these facilities and the health and safety of the public and for the protection and preservation of Storm Drainage Facilities.

Storm Drainage Facilities are used, in part, to improve the quality of runoff from roads, parking lots, residential neighborhoods, commercial areas, and industrial sites, and to reduce peak stormwater runoff rates by providing temporary storage during larger storm events. Properly maintained Storm Drainage Facilities can be very effective at removing certain pollutants and providing necessary storage volumes during larger storm events. Improperly maintained Storm Drainage Facilities can increase the discharge of pollutants downstream, increase the risk of flooding downstream, increase the instability of downstream channels, and lead to aesthetic and nuisance problems, including without limitation, unpleasant odors, nuisance insects, algae blooms and a generally unsightly, unkempt area.

(i) Release or discharge: Throwing, releasing, or discharging anything into Storm Drainage Facilities is prohibited unless authorized in writing by the District, or under State or City law. This includes, but is not limited to: any material, dirt, mud, fill, rubble, debris, dead vegetation, carcasses, discarded furnishings, abandoned vehicles, junk, litter, trash, garbage, waste, broken glass, medical waste, excrement, chemicals, oil, gasoline, combustible or flammable fuel, petroleum products, explosive materials, pesticides, herbicides, ashes, PCB's, solvents, or any matter classified by law as a hazardous or toxic material or waste.

(ii) Swimming: Swimming in, or any entry into Storm Drainage Facilities is prohibited.

(iii) Overnight Residing: Overnight Residing in or around Storm Drainage Facilities is prohibited. The District shall comply with section 38-86.2(c) of the Denver Revised Municipal Code, to the extent applicable, prior to taking action to enforce against Overnight Residing in or around Storm Drainage Facilities.

(iv) Storm Drainage Facilities restrictions: Tampering with or destroying Storm Drainage Facilities, including without limitation, altering vegetation or slope, is prohibited.

(r) Animals. The regulation and control of domestic animals and the protection and preservation of wildlife, as specified herein, is important to the safe and harmonious public use of Parks and Open Space and for the protection and preservation of Parks and Open Space.

(i) Abandonment of animals: The deliberate abandonment or release of any animal – domestic pets or wildlife – in or on Parks and Open Space is prohibited.

(ii) Harassment of Wildlife: The harassment or deliberate disturbance of wildlife situated in or inhabiting Parks and Open Space is prohibited. This prohibition does not apply to situations where wildlife are attacking or presenting a real and imminent danger or threat of danger to persons, their pets or their private property. Hazing of coyotes and geese are allowed when necessary to scare off wildlife.

(iii) Feeding Wildlife: The feeding of wildlife in Parks and Open Space is not allowed.

(iv) Wildlife defined: Any undomesticated animal residing in the wild, including but not limited to: squirrels, prairie dogs, other rodents, rabbits, coyotes, fox, raccoons, skunks, deer, fish, water fowl, birds, amphibians, reptiles, and insects. Wildlife for the purposes of this subsection also includes any wildlife that is not native to Colorado.

(v) Domestic animal excrement: Excrement of a domestic animal such as a dog left or deposited by such animal on or in Parks or Open Space must be promptly and completely picked up and properly disposed of by the person or persons who brought or allowed the animal into the Parks or Open Space.

(vi) Loose animals: A domestic animal such as a dog is not allowed to run loose or be left unattended on or in Parks and Open Space. A domestic animal is regarded as being “loose” if it is not restrained by a leash and properly controlled by the person or persons who brought or allowed the animal into the Parks and Open Space. A domestic animal is regarded as being “left unattended,” even if leashed or restrained, if the animal is alone without the owner in the immediate vicinity of the animal or left tied to a tree or structure in the Parks or Open Space. Exceptions to this rule:

a) Trained service animals for individuals with disabilities are allowed to be off leash, but only as necessary so that the animal can provide the services for which it was trained.

b) Dogs may be allowed to be loose in a designated “Dog Park”, subject to compliance with the rules and regulations set forth in the subsection on “Dog Parks.”

c) Events or specific activities for which a permit has been issued or a contract with the District or City has been entered authorizing domestic animals to be loose in a specific location or to enter Parks or Open Space in a specific location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

d) Dogs within Playgrounds: A domestic animal such as a dog is not allowed to enter playgrounds, other than trained service animals. Service animals must always be leashed and under control, at all times. This rule does not apply if a service animal must be unleashed in service of as a part of the service to its owner.

e) Storm Drainage Facilities: A domestic animal such as a dog is not allowed to enter Storm Drainage Facilities in or on Parks or Open Space.

(vii) Livestock: Livestock are not allowed to pasture, graze or run at large in Parks and Open Space except as authorized by the District. Livestock include but are not limited to: domestic farm or ranch animals such as cattle, horses, sheep, goats, hogs and chickens. Any person who owns or controls Livestock and who employs or uses the services of another person who violates this subsection is responsible for any violation hereof, along with the person who actually brings the Livestock on or in Parks and Open Space.

(viii) Horseback riding: Horseback riding, including the riding of mules and donkeys, or other uses of horses, mules, donkeys, llamas or alpacas (such as for transporting goods or drafting carriages or wagons) is not allowed in Parks and Open Space.

(s) Dog Parks. The regulation and control of dogs in Dog Parks is important to the safe and harmonious public use of Parks and Open Space and for the protection and preservation of Parks and Open Space.

(i) Only dogs allowed: Pets, other than dogs, are not permitted in a Dog Park.

(ii) Restricted use: Only activities common and customary for playing with, training and exercising dogs are allowed. No other uses, including other park uses and commercial uses, are allowed in a Dog Park except as authorized by the District.

(iii) Certain dogs not allowed: The following dogs are not permitted in a Dog Park:

a) Aggressive dogs and dogs with a known propensity to attack or bite people or other dogs. Any dog that acts aggressively towards people or other dogs shall be immediately removed from the Dog Park.

b) Dogs over the age of six (6) months that have not been spayed or neutered, except as provided in Section 8-56, of the Denver Revised Municipal Code.

c) Dogs that do not have a current rabies vaccination tags issued to the particular dogs, which tags must be attached to the dogs' collars or harnesses.

d) Dogs too young to be vaccinated against rabies.

(iv) Restrictions on persons: The following restrictions shall apply to persons within a Dog Park:

a) A person ten (10) years of age or younger is not permitted in a Dog Park.

b) Any person eleven (11) to fifteen (15) years of age must be accompanied by an adult (18 years of age or older).

c) Any person in charge of a dog must be sixteen (16) years of age or older.

d) Any one person may not be in charge of more than two (2) dogs at a time.

(v) Days and hours of operation: Dogs are not permitted in a Dog Park when the Dog Park is closed or outside of the posted days and hours of operation for the Dog Park. Dogs are not permitted in a Dog Park when the Dog Park is dark and unlighted. District Curfews apply.

(vi) Leash: A person bringing a dog to a Dog Park must have a leash available at all times. A dog must be kept on a leash until it is inside the Dog Park. A dog must be placed on a leash before it may be taken outside of the Dog Park.

(vii) Control: Notwithstanding the fact that a dog may be off leash in a Dog Park, a dog must be under the control of the person in charge of the dog and must be in view of that person at all times.

(viii) Dog excrement: The "domestic animal excrement" rule above shall be applicable to dogs within a Dog Park.

(ix) Food: Human food is not permitted within Dog Parks. However, dog treats are permitted.

(x) Damage: The person in charge of a dog is responsible for any damage to the Dog Park caused by the dog. Holes dug by a dog must be filled in and any turf damage must be repaired. If repairs cannot be made or are not made by the person in charge of a dog that caused the damage, then the costs of such repairs may be charged to said person.

(xi) Injury: The person in charge of a dog in a Dog Park is responsible for any injury to any person or other dog caused by that person's dog.

(xii) Posted rules: Any person in charge of a dog in a Dog Park must comply with all posted rules and regulations.

(xiii) Assumption of risk/liability: Any person engaged in any activity allowed under this "Dog Park" subsection assumes all risks associated with such activity. Any person engaged in any activity allowed under this "Dog Park" subsection is liable for any damage or injury caused by said activity.

(t) Bottles, littering and dumping. The regulation and control of bottles, dumping and littering, as specified herein, is important to the safe and harmonious public use of Parks and Open Space and for the protection and preservation of Parks and Open Space.

(i) Bottles: Broken bottles and glass present a substantial hazard to the users of Parks and Open Space. For that reason, bottles and other glass containers are not allowed in Parks and Open Space. Exceptions to this rule:

a) Bottles and glass containers are allowed in areas of Park Facilities where there is a concession or other authorized food and beverage service for which the use of bottles and glass containers is expressly allowed in the Parks or Open Space and where the concessionaire or food and beverage vendor is responsible for cleaning up broken bottles and glass.

b) Events or specific activities for which a permit has been issued or a contract with the District has been entered authorizing bottles or glass containers in a particular location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

(ii) Dumping: Dumping, depositing or leaving anything in Parks and Open Space is prohibited unless authorized in writing by the District or under City law. This includes, but is not limited to: any material, dirt, mud, fill, rubble, debris, dead vegetation, carcasses, discarded furnishings, abandoned vehicles, junk, trash, garbage, waste, broken glass, medical waste, excrement, chemicals, oil, gasoline, combustible or flammable fuel, petroleum products, explosive materials, pesticides, herbicides, ashes, PCB's, solvents, or any matter classified by law as a hazardous or toxic material or waste. This prohibition includes bringing any of the above items into Parks and Open Space for the purpose of dumping or depositing the same into any dumpster or disposal receptacle.

(iii) Littering: Littering is prohibited in Parks and Open Space. All persons generating any trash, garbage, waste, or other refuse ("Litter") in a Park Facility is responsible for placing the Litter into a disposal receptacle or

dumpster provided for that purpose in the Parks and Open Space or, if there is no disposal receptacle or dumpster, for removing from the Parks and Open Space and properly disposing of the Litter.

(iv) Other materials or items: The prohibition against dumping and littering is extended to any materials or items not listed above brought into a Parks and Open Space and left unattended by any person, even when the materials or items have inherent value or good use. Materials or items are deemed “left unattended” if there is no prior authorization from the District to leave the materials or items in or at the Parks or Open Space and the person bringing the materials or items or who has control of the materials or items a) exits the Parks or Open Space with no responsible person attending to the materials or items or remaining to properly dispose of the materials or items, or b) fails to properly take care of the materials or items such that dumping or littering effectively results in physical damage to the Parks and Open Space or injury to the users of the Parks and Open Space has occurred or is likely to occur.

(v) It is prohibited to urinate or defecate in a park, parkway, median or any other Parks and Open Space outside of a designated bathroom or temporary toilet.

(u) Sidewalks/Trails and Wheeled Devices. The regulation and control of Sidewalks/Trails and Wheeled Devices, as specified herein, is important to the safe and harmonious public use of Parks and Open Space and Sidewalks/Trails and for the protection and preservation of Parks and Open Space and Sidewalks/Trails.

(i) Basic Sidewalk/Trail Rules: If there are no different or contrary Rules for which Notice has been provided, the following basic rules are applicable:

a) The speed limit for Wheeled Devices on a Sidewalk/Trail is fifteen (15) miles per hour unless otherwise posted. The speed limit is reduced to what is reasonable under the circumstances when there is heavy traffic on the Sidewalk/Trail, at-grade intersections with streets, inclement weather, darkness or Sidewalk/Trail conditions warranting slower speeds for Wheeled Devices.

b) Operators of Wheeled Devices must also take such other precautions as are reasonable under the circumstances when there is heavy traffic on the Sidewalk/Trail, at-grade intersections with streets, inclement weather, darkness or Sidewalk/Trail conditions warranting such precautions for the operation of Wheeled Devices and as appropriate to protect the safety of the public and property. Reckless or dangerous uses of Wheeled Devices on Sidewalk/Trail are prohibited.

c) The Traveling Public must stay to the right side of a Sidewalk/Trail, except when passing, and must not block or substantially impede the Traveling Public coming from the opposite direction.

d) Operators of Wheeled Devices must yield to pedestrians and slower operators of Wheeled Devices. Yielding includes slowing down and being prepared and able to stop timely and safely when necessary under the circumstances.

e) Passing may occur only after yielding to the Traveling Public coming from the opposite direction and only when it is safe to do so and when the persons being passed are appropriately warned of the impending pass.

f) Stopping or standing on a Sidewalks/Trails, or placing materials or objects on a Sidewalk/Trail, such that the passage of the Traveling Public is blocked or substantially impeded is not allowed.

g) Operators of Wheeled Devices, except for wheelchairs or other mobility assisted devices being used by individuals with disabilities, must dismount or cease operating or riding the Wheeled Devices when appropriate under the circumstances, such as when it is necessary in order to safely enter or exit Sidewalks/Trails, to cross at unsafe or busy at-grade intersections with streets, due to inclement weather, or when conditions warrant not operating or riding Wheeled Devices.

h) Operators of Wheeled Devices must comply with all other state laws and local laws applicable to such Wheeled Devices.

i) Dogs brought on to Sidewalks/Trails must be restrained by a leash no longer than six (6) feet in length. Operators of Wheeled Devices, except for wheelchairs or other mobility assisted devices being used by individuals with disabilities, on Sidewalks/Trails are not allowed to have a dog on leash while operating or riding Wheeled Devices. The leash requirements shall not be applicable to trained service animals for individuals with disabilities in wheelchairs or other mobility assisting devices to the extent necessary so that the animal can provide the services for which it was trained.

j) The provisions regulating and restricting activities, uses and behavior pertaining to animals, including dogs, shall be applicable to Sidewalks/Trails.

k) Non-travelling uses: Sidewalks/Trails are primarily intended for the use of the Traveling Public. Public uses or activities not involving lawful travel on a Sidewalk/Trail are not allowed to occur on a

Sidewalk/Trail so as to prevent or substantially impede the Traveling Public's use of the Sidewalk/Trail.

(ii) **Wheeled Devices on Sidewalks/Trails:** In order to protect and preserve Parks and Open Space and the safety of the public, Wheeled Devices are to be operated or ridden only on established Sidewalks/Trails and on roadways, driveways and parking areas located in Parks and Open Space. Exceptions to this rule:

a) Wheelchairs or other mobility assisted devices being used by individuals with disabilities.

b) Wheeled Devices may be allowed in areas in an Amenity designated for such activity, such as a skatepark or a bicycle course, subject to compliance with such rules and regulations that may be posted in or near the designated area.

c) Wheeled Devices may not be operated on any Sidewalks/Trails which is posted with a sign not allowing the operation of all or certain Wheeled Devices on a Sidewalk/Trail or a part of a Sidewalk/Trail.

d) Events or specific activities for which a permit has been issued or a contract with the District or City has been entered authorizing Wheeled Devices in a particular location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

e) Unless authorized by the District by permit or other writing, a person may not operate or ride upon any Wheeled Device in or on any pavilion, monument, event facility, open-air theater, fountain, interactive water feature, playground area, athletic or playing field, ballpark, tennis, basketball or other sport court located in Parks or Open Space and may not propel or jump any Wheeled Device up or down steps, walls, rails or similar elevated features in any Parks or Open Space not designated by the District for that purpose.

f) **Assumption of risk/liability:** Any person engaged in any activity allowed under this subsection assumes all risks associated with such activity. Any person engaged in any activity allowed under this subsection is liable for any damage or injury caused by said activity.

(v) **Electric Wheeled Devices.** The use and operation of certain electric devices shall be allowed in Parks and Open Space as limited by these rules. This subsection is intended to regulate certain electric bicycles and electric scooters, consistent with bicycle regulations due to the similar size, weight and functions of the devices. **E-Device Location and Use Restrictions.** The regulation and control of E-devices as

specified herein is important to the safe and harmonious public use of Parks and Open Space and for the protection and preservation of Parks and Open Space.

(i) Use of E-Devices in Parks and Open Space. Sidewalk/Trail rules set forth above shall apply to the use of E-Devices in Parks and Open Space except as otherwise set forth in this subsection.

(ii) All E-devices, when in use during dusk to dawn, shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front; and shall be equipped with a red reflector visible for six hundred (600) feet to the rear when directly in front of lawful lower beam of head lamps on another device or vehicle.

(iii) No E-device may be left unattended, unused or abandoned in any area of any Parks or Open Space, unless removed to a safe area that does not obstruct or interfere with standard, safe usage and enjoyment of the Parks and Open Space.

(iv) Commercial E-devices may not be left in Parks and Open Space or on any Sidewalk/Trail after use is discontinued. Commercial E-devices must be moved to designated areas after use is discontinued.

(v) Prohibitions regarding Motorized Vehicles under these Rules and Regulations shall not apply to E-devices.

(vi) Commercial E-device providers, for example but not limited to Lyft, Lime or Jump, shall be subject to all laws, rules and regulations regarding operation of and obstructions caused by E-devices, including applicable agreements or restrictions from any City agencies. E-devices may not be staged unattended in any Parks or Open Space or Sidewalks/Trails, or in any way that interferes with use by other patrons of Parks or Open Space or Sidewalks/Trails, except where otherwise designated.

(vii) Tours utilizing E-devices are not permitted to convene in or on Parks or Open Space in a manner that interferes with normal, reasonable park use to begin, conduct or conclude the tour.

(viii) Repair or maintenance of E-devices: The repair or maintenance, including cleaning or charging or recharging, of any E-device is not allowed on or in Parks or Open Space except for emergency repairs necessitated by the inability to start or operate an E-device lawfully brought on or in Parks or Open Space.

(ix) Unless otherwise posted, closed or restricted, E-devices shall be allowed only on certain Sidewalks/Trails and segments; park sidewalks; and park roads. No operation on turf is permitted.

(x) E-devices are allowed in any designated areas where other Wheeled Devices are allowed, except that E-devices may be prohibited where indicated by signs or other postings.

(xi) All E-device users must abide by posted signs regulating use of vehicles, including speed limit signs, and signs regulating safe usage (such as passing signs).

(xii) No E-device may occupy more than 50% of the width of any Sidewalk/Trail or land width on a road in one direction.

(xiii) No E-device usage is allowed in or on any pavilion, monument, event facility, open air theater, fountain, interactive water feature, playground area, athletic or playing field, ballpark, tennis, basketball or other court located in Parks or Open Space and may not propel or jump any vehicle up or down steps, walls, rails or similar elevated features or surface in any Parks or Open Space not designated by the District for that purpose.

(xiv) Sidewalks adjacent to City parks are regulated in accordance with Division III, Article IX of Chapter 54 of the Denver Revised Municipal Code.

(xv) Operators may not have a dog on leash while operating an E-device. This prohibition shall not apply to trained service animals for individuals with disabilities in wheelchairs or other mobility assisting devices to the extent necessary so that the animal can provide the services for which it was trained.

(w) Motorized Vehicles; snowmobiles, go-carts and ATV's; vehicle repair; and overnight parking. The regulation and control of Motorized Vehicles, snowmobiles and ATV's, vehicle repair, and overnight parking, as specified herein, is important to the safe and harmonious public use of Parks and Open Space and for the protection and preservation of Parks and Open Space. For purposes of this subsection, electric devices and wheeled devices are not considered motorized vehicles.

(i) Restricted travel or parking areas: In order to protect and preserve Parks and Open Space and the safety of the public, Motorized Vehicles are to be operated only on established roadway areas, driveways and parking areas located in Parks and Open Space, only to the extent that the same are open to travel by Motorized Vehicles, and are to be parked only in designated parking spaces on roadway areas, driveways and parking areas. Exceptions to this rule:

a) Wheelchairs and other mobility assisted devices being used by individuals with disabilities.

b) Motorized Vehicles may be allowed in areas in Parks and Open Space designated by the District for driving and/or parking Motorized Vehicles or certain types of Motorized Vehicles,

subject to compliance with such rules and regulations that may be posted in or near the designated area.

c) Events or specific activities for which a permit has been issued or a contract with the City or District has been entered authorizing the driving and/or parking of Motorized Vehicles or certain types of Motorized Vehicles in a particular location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

(ii) Sidewalks/Trails: Motorized Vehicles are not allowed on Sidewalks/Trails. Exceptions to this rule:

a) Motorized wheelchairs and other mobility assisted devices being used by individuals with disabilities.

b) Events or specific activities for which a permit has been issued or a contract with the District or City has been entered authorizing the driving or parking of Motorized Vehicles or certain types of Motorized Vehicles in a particular location on a Sidewalk/Trail within Parks or Open Space, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

c) Electric devices defined above may be operated on sidewalks/trails unless otherwise restricted or prohibited.

(iii) Traffic controls: Motorized Vehicles must be operated and parked so as to comply with all posted rules, traffic signs and traffic-control devices regulating such Motorized Vehicles. Unless traffic signs or traffic-control devices indicate differently, the operators of Motorized Vehicles must yield to patrons on or in Parks or Open Space and the Traveling Public on Sidewalks/Trails.

(iv) Snowmobiles, go-carts and ATV's: Snowmobiles, go-carts and all-terrain vehicles (ATV's) are not allowed in Parks and Open Space or a Sidewalk/Trail.

(v) Repair or maintenance: The repair or maintenance, including cleaning, of any Motorized Vehicle is not allowed on or in Parks or Open Space except for emergency repairs necessitated by the inability to start or operate a Motorized Vehicle lawfully brought on or in Parks or Open Space.

(vi) Overnight parking: A Motorized Vehicle may not be parked or stored on or in Parks or Open Space during District Curfews as specified above. Exceptions to this rule:

a) On-street parking where such on-street parking is allowed.

b) Overnight parking may be allowed in areas in Parks or Open Space designated for such activity, subject to compliance with such rules and regulations that may be posted in or near the designated area.

c) Events or specific activities for which a permit has been issued or a contract with the District or City has been entered authorizing the overnight parking of Motorized Vehicles or certain types of Motorized Vehicles in a particular location within a Parks or Open Space, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

(vii) Assumption of risk/liability: Any person engaged in any activity allowed under this subsection assumes all risks associated with such activity. Any person engaged in any activity allowed under this subsection is liable for any damage or injury caused by said activity.

(x) Sports Facilities; Team Sport Activities. [Reserved]

(y) Inflatables, Flying Objects, Model Boats, Sledding Devices, ice skating and walking on frozen lakes or ponds. The regulation and control of inflatables, flying objects, model boats, sledding devices, ice skating and walking on frozen lakes or ponds, as specified herein, is important to the safe and harmonious public use of Parks and Open Space.

(i) Inflatables: Inflatable devices are prohibited in Parks and Open Space due to potential damage and injury to park users and park property. Exceptions to this rule:

a) Inflatables may be allowed in areas in Parks and Open Space designated by the District for the installation or use of Inflatables, subject to compliance with such rules, regulations, and relevant policies that may apply or may be posted in or near the designated area.

b) Events or specific activities for which a permit has been issued or a contract with the District or City has been entered authorizing Inflatables in a particular location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

(ii) Flying Objects: The throwing, striking, propelling, launching or otherwise operating flying or propelled object of a potentially dangerous nature, such as a hang glider, sky diving, sky sail, drone (“unmanned aerial vehicle”), model airplane, model helicopter, model rocket, golf ball, rock, and similar flying or propelled item (“Flying Object”) is not allowed in Parks and Open Space. A Flying Object does not include a non-motorized model airplane under a half pound in weight, a Frisbee or a kite. Objects propelled by Weapons

identified above are subject to the restrictions set forth above. Fireworks identified above are prohibited in Parks and Open Space. Exceptions to this rule:

a) Flying Objects are allowed in areas in a Park Facility designated by the District for such Flying Objects activity such as a golf course or driving range for golf balls, a designated model airplane or model helicopter flying area, or a rocket launching area, subject to compliance with such rules and regulations that may be posted in or near the designated areas.

b) Events or specific activities for which a permit has been issued or a contract with the District or City has been entered authorizing specific Flying Objects in a particular location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

(iii) Model Boats: The operation or use of a model boat, whether wind-powered, gas-powered or electric (“Model Boat”), on a lake or pond within Parks and Open Space is allowed.

(iv) Sledding Devices: The operation or use of, or riding upon, any device propelled in part by a human and in part by gravity down snowed, iced or slick slope, including but not limited to: a) a sled, b) a toboggan, c) inflatable tube, d) saucer, e) luge and f) cross-country skis (“Sledding Device”), is allowed in Parks and Open Space, except in areas of Parks and Open Space where such activity involving a Sledding Device would be dangerous or hazardous to the participant or other members of the public, including roads, playgrounds, athletic fields, golf courses, parking lots, flower beds, ponds, lakes, or any area of Parks and Open Space which is closed to Sledding Devices by the District.

(v) Snowboards and downhill skis may only be used in areas of Parks and Open Space which are expressly designated by the District for the public use of snowboards and downhill skis.

(vi) Ice skating and walking on frozen lakes/ponds: Ice skating and walking on a frozen lake or pond in Parks and Open Space is not allowed. Exceptions to this rule:

a) Ice skating and walking on frozen lakes and ponds may be allowed in areas in Parks and Open Space designated by the District for ice skating, ice fishing or similar winter activity, subject to compliance with such rules and regulations that may be posted in or near the designated area.

b) Events or specific activities for which a permit has been issued or a contract with the District or City has been entered authorizing ice skating, ice fishing or similar winter activity in a particular

location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

(vii) Assumption of risk/liability: Any person engaged in any activity allowed under this subsection assumes all risks associated with such activity. Any person engaged in any activity allowed under this subsection is liable for any damage or injury caused by said activity.

**EXHIBIT A**

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**

**PENALTY SCHEDULE FOR \_\_\_\_\_ [YEAR]**

First Violation	Verbal warning
Second Violation	Written warning
Third Violation	30-day suspension from use of District Facilities or District property  * 60-day suspension from use of District Facilities or District property if the Violation required law enforcement
Final Violation	Suspension from use of District Facilities or District property  * District Board may consider reinstatement after 1 year of suspension  ** Repeated Violations may result in permanent suspension from use of District Facilities or District property

**EXHIBIT B**

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**

**FEE SCHEDULE FOR \_\_\_\_\_ [YEAR]**

Fees shall be assessed for District Members as follows:

Damage Deposit (refundable if no damage)	\$300 per event
Rental Fee <sup>°</sup>	\$150 per event
Cleaning Fee	\$150 per event
Tenant Usage Liability Insurance Policy (TULIP) Fee* <sup>°</sup>	\$100 per event
Lost, Damaged, or Stolen Key Card Replacement Fee	At same cost to the District per key card replaced

Fees shall be assessed for Non-District Members as follows:

Annual Household Membership	\$3,000.00 per year per household
Damage Deposit (refundable if no damage)	\$300 per event
Rental Fee <sup>°</sup>	\$150 per event
Cleaning Fee	\$150 per event
Tenant Usage Liability Insurance Policy (TULIP) Fee* <sup>°</sup>	\$100 per event
Lost, Damaged, or Stolen Key/Card Replacement Fee	At same cost to the District per key card replaced
Late Key Card Return Fee	\$25 per day, beginning on the second business day after the event

\*TULIP Fees are required only for events where alcohol will be served. In no event shall applicants or their guests, either directly or by contracting with a third-party, sell alcohol on District property or within District Facilities including the HUB.

<sup>°</sup>To be paid in certified funds or by credit card.

**EXHIBIT C**

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**

**HUB USE OR RENTAL AGREEMENT**

This HUB Use or Rental Agreement (the “**Agreement**”) is made and entered into by and between the Denver Connection West Metropolitan District (the “**District**”) and the person named below for use of the HUB. The use or rental of the HUB shall be for the type of function indicated below and shall be in accordance with the provisions of this Agreement and the District Facilities Rules and Regulations adopted by the Board of Directors of the District, as they may be amended from time to time (the “**Rules and Regulations**”). The Rules and Regulations are attached hereto and incorporated herein by this reference.

Name: \_\_\_\_\_ (the “**Member**”)  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone :(H) \_\_\_\_\_ (W): \_\_\_\_\_

Date of function: \_\_\_\_\_ Is this a commercial function? \_\_\_\_\_

Hours of function: \_\_\_\_\_ (include set up and take down). Set up may not begin before 9:00 A.M., and the HUB must be vacated by 9:00 PM.

Number of attendees: \_\_\_\_\_

Will food be served? \_\_\_\_\_

Will alcohol be served? \_\_\_\_\_ If yes, payment of the Tenant Usage Liability Insurance Policy (TULIP) Fee is required.

***Alcoholic Beverages are not to be sold on the premises at any time.***

Will kitchen be used? \_\_\_\_\_ Will there be music? \_\_\_\_\_

Fees. The District has imposed fees in order to defray the costs of providing services and facilities required for HUB use and reservations. The fees are set forth in the Fee Schedule attached to the Rules and Regulations as **Exhibit B**. Payment of the Rental Fee and other applicable fees shall be made at the time this Agreement is delivered to the District and in accordance with the Rules and Regulations. The Damage Deposit may be refunded in accordance with the Rules and Regulations after an inspection is completed and the HUB is found to have been left in an acceptable condition, and the key card has been timely returned following the function. Non-property owners/non-residents of the District (“**Non-District Members**”) desiring to reserve the HUB shall first purchase an Annual Household Membership. If paying by check, please make checks out to “Denver Connection West Metropolitan District.”

Please use information below and in the Fee Schedule attached to the Rules and Regulations as **Exhibit B** to fill in the total fee amount due for your function below:

<b>Annual Household Membership</b> (only required for Non-District Members)	\$_____ per year per household
<b>Damage Deposit</b>	\$_____ per event
<b>Rental Fee</b>	\$_____ per event
<b>Cleaning Fee</b>	\$_____ per event
<b>Tenant Usage Liability Insurance Policy (TULIP) Fee</b> (for events where alcohol will be served)	\$_____ per event
<b>TOTAL:</b>	\$_____

Acknowledgements. Please initial the following statements to acknowledge that you have read, understood, and agree to all of them.

The area available for my function consists of the HUB, the HUB-adjacent area including the firepit and barbeque grills, and the grass by the west gate entrance to the pool. The remaining areas adjacent to the HUB, including the swimming pool, swimming pool deck area, and spa (the “**Non-Reserved Areas**”) cannot be reserved as part of a private function. I am responsible for ensuring that public access to the Non-Reserved Areas is not impeded during my function. Swimming attire is not allowed at any time in the HUB.

After payment of all required fees is received, this rental can be cancelled by emailing the District Manager no later than seventy-two (72) hours prior to the time the HUB opens for business on the date of the event for a full refund. If the cancellation occurs later than seventy-two (72) hours prior to the event, only the Damage Deposit and Cleaning Fee will be refunded.

I am responsible for myself and my guests. I shall be jointly and severally liable with such guests for any damages caused by me and/or my guests to property, including but not limited to the HUB and other District Facilities, furniture, and/or fixtures; any violation(s) of the Rules and Regulations or other District rules and policies; and any damages to people caused by me and/or my guests. I agree to hold the District harmless from any and all liability or damage resulting from the actions of myself, my family, or any attendees at the function.

I am responsible for ensuring that the HUB is vacated no later than 9:00 P.M. following the function.

I am required to be in attendance for the ENTIRE duration of the function.

Vehicles of function attendees must be properly parked in parking spaces surrounding the HUB. Any vehicles not properly parked in parking spaces surrounding the HUB may be subject to tow.

If alcohol will be served at my event, I am required to pay the Tenant Usage Liability Insurance Policy (TULIP) Fee or, if the District gives its prior written approval, provide a Certificate of Insurance for Host Liquor Liability Insurance to the District with this application.

Maximum occupancy inside the HUB is 90 persons.

Glass containers are not permitted within District Facilities or on District property, except that glass food or beverage containers are permitted within the HUB building.

Sales, solicitations, distribution and posting of materials other than in areas designated by the District, if any, are prohibited within the District Facilities and on District property. Sales, solicitations, distribution and posting of materials, and other activities may be further restricted to specific times and dates as determined by the District. People may not use the District Facilities (including the HUB) for commercial or business purposes including, but not limited to, sales of goods or services, personal training sessions, athletic lessons, advertising, or promotions.

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

I have read and understood this Agreement and the Rules and Regulations attached hereto.

I understand and agree to abide by the terms of this Agreement and the Rules and Regulations.

**Signature of Member** \_\_\_\_\_ **Date** \_\_\_\_\_

**FOR DISTRICT USE ONLY**

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**This Agreement is entered into on (date)** \_\_\_\_\_

**Accepted by:** \_\_\_\_\_

**Amount collected:** \_\_\_\_\_

## **EXHIBIT D**

### **DENVER CONNECTION WEST METROPOLITAN DISTRICT**

#### **HUB USE INSTRUCTIONS**

This information is being provided to acquaint you with the Denver Connection West Metropolitan District HUB and assist you with your use of the space.

1. The front door is to remain locked during all events. Upon leaving the HUB, the door will be locked once reservation time expires. Check that the door will not open – note that even when locked the handle will turn.

2. There are three (3) thermostats in the HUB. They are to be set at 74 degrees for Cool and 68 degrees for Heat when the room is not being occupied. Be sure they are returned to these settings when event is completed. Keep all doors closed when cooling or heating the HUB.

3. Lights and fans are operated in the following manner:

(a) Upon entering the HUB there is a one (1) light switch to the right of the front door.

(b) The fan is controlled by a switch behind the left door.

(c) The kitchen lights are controlled by the two switches to the left of the door.

(d) When leaving the HUB, the kitchen lights must be turned off as they were turned on (see above). The rest of the lights and fans will shut off manually by the switch. The fireplace needs to be turned off separately.

4. The switch operating the fireplace is located to the left of the Fireplace and is merely an ON/ OFF switch by the bookshelf.

5. The lights in the Men's & Women's restrooms work automatically by turning on when an individual enters and, after an individual leaves, they will automatically shut off after a time delay.

At the end of your event, please follow these instructions as applicable:

1. All trash must be removed at the end of your event.

2. The kitchen area is to be left tidy. Run disposal to clear any residue.

3. Refrigerator and freezer are to be completely empty.

4. Clean up any spills on carpet or tile. (Vacuum, broom, dust pan and bucket will be located in maintenance closet).

5. Return the HUB to the condition it was in preceding the event, including returning all furniture and items to their original positions.
6. Please leave the HUB in excellent condition for the next user.
7. Upon leaving the HUB, the door must be locked, and security system set by pushing “pound (#)” and the number “2”).
8. Check that the door will not open – even when locked the handle will turn.

**EXHIBIT E**  
**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**HUB WALK-THROUGH/EXIT CHECKLIST**

Denver Connection West Metropolitan District  
4746 Jasper Street, Denver, CO 80239

HUB  
Walk Through/Exit Checklist

Please read carefully and initial each item below during your walkthrough. Your deposit will be held if rules are not followed and/or if there is damage to the District's property. Your Cleaning Fee will pay for cleaning after your event, but please make ensure trash is removed and the HUB is left in a generally tidy state.

WALKTHROUGH		EXIT/COMMENTS
_____	Condition of all floors	_____
_____	Condition of all tables and chairs	_____
_____	Condition of all restrooms (floors, sinks, toilets)	_____
_____	Condition of all bar area countertops and bar stools	_____
_____	Wipe up all food/drink spills from all furniture	_____
_____	Condition of kitchen including microwave and refrigerator	_____
_____	Replace all furniture to its original location	_____
_____	Turn off Fireplace	_____
_____	Remove all your items from the refrigerator	_____
_____	Turn off TV and music systems	_____
_____	Thermostats are set to 74° for cool and 68° for heat	_____
_____	Remove trash from building*	_____
_____	Replace trash bags to all inside trash cans	_____
_____	After exiting, make sure all exterior doors are locked	_____
_____	Set HUB alarm upon final exit of the building	_____

\*Take your garbage to the outside garbage receptacle. A key card has been provided for this use. The key card must be left inside the HUB upon exiting.

Please make sure that you are completely done with the HUB exit checklist as you will no longer have access to the HUB after your reservation time has expired.

There may be a security check of the facility at or after the time your reservation expires.

Please call the security monitoring company, ETG Systems, Inc. at 303-587-0962 if you have an emergency or need assistance entering or exiting the building. Another point of contact is the District Manager.

Rental Date \_\_\_\_\_

Member Name Printed \_\_\_\_\_

Member Signature: \_\_\_\_\_

Contact Info: Cell \_\_\_\_\_ Email: \_\_\_\_\_

TO BE COMPLETED BY ADMINISTRATION:

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT F**

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**

**ANNUAL POOL OPERATING HOURS AND OTHER USE RESTRICTIONS**

The Pool will be open for use during the \_\_\_\_\_ season on the following dates and times:

<b><u>Description of Dates</u></b>	<b><u>Operating Hours</u></b>
Weekdays (Mon – Fri)	
Weekends (Sat and Sun)	
Holidays (Memorial Day Weekend, Fourth of July, Juneteenth, and Labor Day Weekend)	

The Pool will be restricted for the following uses on the following day(s) and times:

<b><u>Event</u></b>	<b><u>Day(s) and Times</u></b>
Adult Swim	
Lap Swim	
Periodic Safety Breaks	