

**DANCING WILLOWS METROPOLITAN DISTRICT  
FIFTH AMENDED AND RESTATED  
RULES AND REGULATIONS**

The Board of Directors (the “Board”) of the Dancing Willows Metropolitan District (the “District”) hereby declares that the following Fifth Amended and Restated Rules and Regulations (the “Rules and Regulations”) have been prepared and adopted to provide for the administration and operation of the facilities of the District. Rates and fees contained in the Rules and Regulations shall be effective as of the date of adoption.

The Board hereby 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 properly manage the District and 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 6<sup>th</sup> day of October 2025.

DANCING WILLOWS METROPOLITAN DISTRICT

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**DANCING WILLOWS METROPOLITAN DISTRICT  
FIFTH AMENDED AND RESTATED  
RULES AND REGULATIONS  
TABLE OF CONTENTS**

Introduction .....	3
Article I – Parking .....	3
A. Parking Regulations.....	3
B. Vehicle Parking, Storage and Maintenance.....	4
C. Miscellaneous Regulations .....	4
D. Construction Dumpsters.....	5
E. Authority .....	5
Article II – Underdrain System .....	6
Article III – Clubhouse Rules and Regulations.....	6
A. Reserving the Clubhouse .....	6
B. Reserving the Clubhouse by Non-District Members.....	7
C. Procedures During the Event .....	7
D. Procedures at the Conclusion of the Event.....	8
E. Procedures Following the Event.....	8
F. General Rules.....	9
Article IV – Swimming Pool Rules and Regulations.....	10
A. General Information .....	10
B. General Operation Rules and Regulations .....	11
C. Pool Rules.....	11
D. Hot Tub Rules.....	12
E. Code of Conduct.....	13
Exhibit A – Schedule of Fees .....	15
Exhibit B – Clubhouse Use or Rental Agreement.....	16
Exhibit C – Clubhouse Use Instructions.....	19
Exhibit D – Clubhouse Event Use Checklist.....	21

**DANCING WILLOWS METROPOLITAN DISTRICT  
FIFTH AMENDED AND RESTATED  
RULES AND REGULATION'S INTRODUCTION**

These Fifth Amended and Restated Rules and Regulations ("Rules and Regulations") have been adopted by the Board of Directors ("Board") of Dancing Willows Metropolitan District ("District") in order to set forth standards for the use and operation of certain District facilities. The District shall retain the power to amend these Rules and Regulations as it deems appropriate. Any such amendments shall be by resolution adopted at a regular or special meeting of the Board and periodically incorporated in printed copies of these Rules and Regulations. Prior notice of these amendments shall not be required to be provided by the District exercising its amendment powers.

**ARTICLE I. PARKING**

**A. PARKING REGULATIONS**

1. All vehicles shall be parked only in designated and authorized parking spaces.
2. No vehicle may be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building, garage, parking space, fire hydrant, utility easements, or communal mailbox facility; nor shall any vehicle be parked on any grass, sidewalk or patio, block garbage trucks from access to any dumpsters or trash receptacles, impede snow removal, be parked in a fire lane, a handicap designated space (without the proper handicap placard or license plate), a designated "no parking" area, or within a "line of sight" triangle at each corner of a street intersection.
3. All vehicles parked within Dancing Willows must have current license plates or valid temporary tags. Inoperative or abandoned vehicles may not be parked in the District. Vehicles shall be deemed to be "abandoned or inoperative" if they meet one (1) or more of the following criteria:
  - a. The vehicle has not moved from location for twenty (20) days, except with the written permission of the Board. This information will be communicated to the Management Company and then submitted for distribution to the entire Board for review.
  - b. The vehicle has a flat tire or smashed window or is in an obvious state of disrepair rendering it incapable of being driven, such as missing a tire, having missing or damaged body panels or other parts, or the vehicle is on jacks or blocks, and has remained in such condition for a period of more than 72 hours.

4. When parked on asphalt, a motorcycle's kickstand must have a block of wood or similar solid object to support the stand, so as not to damage the surface beneath.
5. Vehicles in violation of parking regulations are subject to being towed at the owner's expense and/or being fined by the Board

## **B. VEHICLE PARKING, STORAGE AND MAINTENANCE**

1. No house trailer, camping trailer, horse trailer, camper, camper shells, boat trailer, hauling trailer, boat or boat accessories, truck larger than three-quarter (3/4) ton, recreational vehicle or equipment, mobile home, or similar vehicle may be parked or stored anywhere within the District unless it is parked in a garage, unless otherwise approved by the Board, and unless they are being actively loaded or unloaded. This applies to all vehicles even if they are licensed by the State of Colorado or any other jurisdiction as "passenger vehicles". No emergency or temporary parking shall continue for more than seventy-two (72) hours.
  - a. Recreational vehicles include trailers and vans that contain sleeping quarters, cooking equipment, sinks, restroom facilities or plumbing fixtures designed for connecting water and/or wastewater features. Recreational vehicles also refer to vehicles such as dirt bikes, four wheelers and ATVs.
2. It was the intent of the Developer in designing the overall parking plan for Dancing Willows that garages be used in such a manner that vehicles would be parked within garages. Therefore, any use of a garage that requires a resident's vehicle to be parked on the street or in designated parking spaces is expressly prohibited. The specific applicable HOA Boards (Patio, Townhomes and Condominium) are granted the authority to enforce the provision of this section within their boundaries.
3. Performing maintenance or repairs on a vehicle is not permitted at any time on the street, in a parking space or in the common areas.
4. No vehicle shall be parked within the District that is actively leaking fluids; such vehicles should be repaired, removed from the District or parked within a garage.

## **C. MISCELLANEOUS REGULATIONS**

1. If a vehicle is on a street and is so disabled as to constitute an obstruction or hazard to traffic and the driver or person owning or in charge of the vehicle neglects or refuses to move the vehicle to a place where it shall not obstruct or be a hazard to traffic, the vehicle is subject to being towed.

2. Non-vehicles (including gravel and construction materials) may not be placed on a street, right of way, or adjacent parking without prior approval of a Dancing Willows Metro District representative.
3. The following are West Metro Fire District requirements: Emergency access at the east end of W. Ida Drive at South Taft Street shall remain accessible and no parking is allowed to block or restrict said access at any time.
4. Legal and authorized street and off-street parking within the boundaries of Dancing Willows Metro District is for Dancing Willows residents and their guests only. Uninvited vehicles will be treated as unauthorized and illegally parked, and subject to towing at the vehicle owner's expense. The first offense will be recorded, and a warning notice placed on the vehicle. Repeated offense(s) will be subject to towing as noted above.

#### **D. CONSTRUCTION DUMPSTERS**

1. No construction dumpster may be placed in a street, alley or right of way except upon prior approval of a Dancing Willows Metro District representative. Upon approval and a deposit of \$250, a dumpster may be placed in a parking space for up to 60 days provided:
  - ii. The dumpster is no longer than 12 feet long,
  - iii. The dumpster is removed promptly when full,
  - iv. The area around the dumpster is cleaned after removal,
  - v. And other requirements as may be deemed appropriate by the District. Deposits will be refunded provided that all conditions set forth were complied with and no damage was caused by the presence of the dumpster.

#### **E. AUTHORITY**

1. Dancing Willows Metropolitan District shall have the sole authority to either enforce these parking regulations or delegate said authority or portion thereof to a representative of the District.
2. Vehicles in violation of any of the above parking regulations are subject to being towed at the owner's expense. Any vehicle previously given notice of a violation is subject to immediate towing at the sole expense of the owner of the vehicle without additional notice.

## **ARTICLE II. UNDERDRAIN SYSTEM**

As required by Jefferson County, there is an underdrain system serving Dancing Willows.

- A. All residential improvements not served by a sump pump, whether single-family or multi-family must be connected to and served by the underdrain system.
- B. Property owners, whether single-family or multi-family, will own, maintain and otherwise be responsible for the portion of the underdrain system up to and including the connection with the main. The District shall be responsible for the mains and all outfalls to the system.

## **ARTICLE III. CLUBHOUSE RULES AND REGULATIONS**

The Clubhouse is available to residents of the District for community social functions so long as the intended function or purpose is lawful and not one that creates an unreasonable risk of harm to the Clubhouse or attendees. Additionally, the clubhouse is available to residents of the District to rent for private social functions. To reserve the Clubhouse for a private social function, contact [DWCHrental@gmail.com](mailto:DWCHrental@gmail.com), well in advance of your function date to make a reservation. The applicant for the reservation will be responsible for any damage to the premises occurring during their use of the Clubhouse, including, but not limited to, damage to any furniture or fixtures. Payment of rental fees and security deposits must be made prior to renting the Clubhouse.

### **A. RESERVING THE CLUBHOUSE BY DISTRICT MEMBERS**

1. Check availability on the event calendar via the District website ([www.DWMD.org](http://www.DWMD.org)). Click on an existing event to see the reserved time frame.
2. A "Clubhouse Rental Agreement" must be completed, signed and returned to Reservation Volunteers to reserve a rental time slot. Rental Agreements can be found on the District website. Agreements and payments are to be dropped into the black box located at the front entrance of the clubhouse.
3. The rental fee shall be \$200.00 with a \$350.00 refundable deposit for a full day rental. Full days are considered 8:00am to 11:00pm. The rental fee shall be \$100.00 with a \$350.00 refundable deposit for a partial day rental which can be reserved from 8:00am to 4:00pm or 4:00pm to 11:00pm. Make checks payable to Dancing Willows Metro District.
4. Attach the two checks to the Rental Agreement, one for the rental amount and one for the security deposit. The security deposit check will be held until after the event and the clubhouse is left clean and in good condition. If your event is more than 80 days away, please date the security deposit check with the date of the event. Please email

DWCHrental@gmail.com to notify the District that you have dropped your agreement. The District will add your event to the calendar at this time, given there are no conflicts.

5. A key code to the Clubhouse will be available to the Applicant no later than 5:00 p.m. the night before the event and may be given earlier at the discretion of the District.
6. An "Event Use Checklist" will be provided with the rental agreement. This is to be completed, signed, and dropped into the black box located at the front entrance of the clubhouse upon conclusion of all rentals.
7. If residents have had an infraction during a Clubhouse rental within the last 24 months, an increased rental deposit of \$500.00 will apply. Residents with 2 or more infractions are subject to an increased rental deposit of \$1,000.00 per rental.

#### **B. RESERVING THE CLUBHOUSE BY NON-DISTRICT MEMBERS**

1. Non-District members are required to purchase an annual membership in the amount of \$700 per year.
2. The application for reservations may not be made more than two (2) months in advance or less than seven (7) days in advance.
3. A "Clubhouse Rental Agreement" must be completed, signed and returned to the Reservation Volunteer at the time of the reservation. Deposits, membership fees and the rental fee must also be paid at this time.
4. Two checks must be prepared for the rental of the clubhouse, one for the refundable security deposit in the amount of \$500.00 and the other in the amount of the Clubhouse Rental Fee. Both are to be submitted to the Reservation Volunteer along with the "Clubhouse Rental Agreement". The checks are to be made payable to Dancing Willows Metropolitan District.
5. The key code to the Clubhouse will be available to the Applicant no later than 5:00 p.m. the night before the event and may be given earlier at the discretion of Reservation Volunteers.
6. An Event Use Checklist is provided on the website, along with the rental application. This is to be completed, signed, and returned to the black box at the clubhouse entry to avoid additional charges. After inspection by Reservation Volunteers, the security deposit will be returned within 7 days.

#### **C. PROCEDURES DURING THE EVENT**

1. Events shall not begin before the time specified in the Clubhouse Rental Agreement, except by prior consent of Reservation Volunteers; and shall

terminate at the time specified in the Clubhouse Rental Agreement, but no later than 11:00 p.m.

2. The Applicant reserving the Clubhouse must be in attendance at all times during the event. The Applicant is responsible for the conduct of all guests.
3. All vehicles must be properly parked in lots provided. Improperly parked vehicles may be towed at the owner's expense. Additional parking is available on S. Ida Avenue.
4. The swimming pool and swimming pool deck area cannot be reserved as part of any Clubhouse function. There is to be no pool usage by clubhouse renters or their guests during a clubhouse rental. A violation of this rule will cause forfeiting of the rental deposit.
5. Swimming attire is not allowed at any time in the clubhouse.
6. Under no circumstances shall alcoholic beverages be sold at events. The Applicant is responsible for preventing the serving of alcohol to minors. The Applicant shall hold the District harmless from any and all liability or damage resulting from the actions of an intoxicated guest.
7. No pets are permitted in the Clubhouse.
8. No smoking or vaping is allowed within the Clubhouse.
9. Doors and windows are to be kept closed when the heat or air conditioning is in use.
10. The use or consumption of illegal drugs in or around the Clubhouse, including recreational or medical marijuana, in any form or manner is strictly prohibited. Violation of this rule may result in a permanent ban of the Applicant from the Clubhouse premises.

#### **D. PROCEDURES AT THE CONCLUSION OF THE EVENT**

1. The Event Use Checklist shall be completed, signed, and dropped into the black box located at the front entrance of the clubhouse upon completion of all rentals.

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

1. Cleaning the Clubhouse is the responsibility of the Applicant and shall be completed by the end of the rental time frame. Reservation Volunteers or

authorized representatives will inspect the premises for violations and review the completed Checklist. Non-compliance with any of the Checklist items will result in billing the Applicant to have the items satisfactorily completed and/or forfeiting all or part of the security deposit.

2. The Applicant reserving the Clubhouse is responsible for payment or replacement cost for all items damaged or lost as a result of, or occasioned by the Applicant's use of the property. This may result in forfeiting of the security deposit or a special assessment by the Board of Directors including any costs of collection and legal fees.
3. It is the responsibility of the Board to ensure the repair or replacement of all Clubhouse property damaged during a private or community event as soon as possible.

#### **F. GENERAL RULES**

1. The Clubhouse may be used free of charge for community, educational, and cultural programs that are open to all District residents and consistent with the District's public purpose. Each household is allowed to invite no more than two guests per day for said activities. Violations of this policy may be subject to restrictions on future use or a rental penalty equal to the normal permitted paid rental usage, subject to the discretion of the Dancing Willows Metropolitan District Board.
2. In the event damage occurs at a community event, the person or persons causing the damage will be held responsible for the repairs.
3. Residents are welcome to use the clubhouse for community activities free of charge, provided it is not reserved for a private event. Groups or individuals interested in using the clubhouse space should reach out to the Reservation Volunteer.
4. For one-time only community events, a \$350.00 refundable deposit check is required. The deposit will be held until after an inspection is completed following the function and when the Clubhouse is found to have been left in an acceptable condition.
5. An individual may be denied use of the Clubhouse for the following reasons:
  - a. History of negligence concerning Clubhouse rules, policies, or procedures.
  - b. Other reasons deemed substantial by the Board.
6. Disclosure: The policy set forth in this Section III. for use of the Clubhouse is intended as an equal access for all policy (subject to meeting the above stated terms and conditions) and in no way is intended and in no way shall be applied in any manner that constitutes an endorsement or sponsorship by the District of any religion, political party/affiliation, or any other group whatsoever.

## ARTICLE IV. SWIMMING POOL RULES AND REGULATIONS

### A. GENERAL INFORMATION

The District welcomes property owners and guests to the swimming pool ("Pool"). These Rules and Regulations will provide for a more enjoyable experience while visiting the Pool.

1. Membership Eligibility: All owners of real property within the District and individuals residing within the District and non-residents of the District who have paid a fee for membership as set forth in these Rules and Regulations are members (each, a "Member"). All active residents of one District address make up a "Household."
  - a. In order to verify membership, the District requires the following: Property owners provide proof of membership by providing a current utility bill, tax documents, or ownership documentation showing residency, as requested.
  - b. In addition to property owners, those persons whose primary residence is in the District (renters from property owners) may have rights to use assigned to them by having completed a copy of the "*Consent to Tenant*" form and "*Renter Information Sheet*" and returning these forms to District Management.
  - c. Non-residents of the District shall pay a fee for use of the Pool and its facilities in amounts set forth in Exhibit A attached hereto (the "Annual Membership Fees"). The Annual Membership Fees may be changed from time to time in the District's discretion by resolution of the Board. Annual Membership Fees must be paid on or before December 1 of each year. If a non-resident Member fails to pay the Annual Membership Fees, the Board has the authority to suspend the rights of all individuals of the non-resident Member's household to use the Pool and pursue any other available remedies.
2. Guest: Guests at the Pool must either be accompanied by a Member in good standing or be an immediate family member of the Member in good standing. Guests of immediate family members are not permitted unless the Member is present.
  - a. Members are responsible for their guest's actions, including but not limited to, any damage to the Pool.
  - b. Each household is limited to no more than two guests per day. Any single activity, which will involve more than two guests and any other special occasions, must be pre-approved by a District representative. Even with special permission, the total number of guests plus household members should not exceed 10 at any time.
3. Membership Keys

- a. The Pool facilities main gate will be locked at all times. One gate key will be issued per household by a District representative. The gate key must not be duplicated. In the event a gate key is lost, there is a \$25 charge for a new key. Subsequent losses will result in a \$50 charge for each replacement key. In the event a gate key is lost, the property owner must contact a District representative for a replacement.
  - b. Pool keys are to be provided to new residents from the selling party upon the sale of property within the District.
4. Children at the Pool: **THERE IS NO LIFEGUARD ON DUTY AT THE POOL.** Members are reminded that parents are responsible for the *behavior and safety* of their children. Children (12 years of age and younger) must be supervised at all times by a responsible adult. Neither the District nor the Management Company assumes or accepts responsibility for supervision of children.
5. Limitations on Use: The Pool may not be used to conduct any activity, program or other event for profit by any Members, household, business or other person.

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

1. The District has contracted a Pool Management Company for the administration, management and operation of the Pool. Any inquiries pertaining to the operation and/or management of the Pool should be directed to District Management.
2. The Pool will be open from 6:00 a.m. to 9:00 p.m. daily (6:00 am to 10:00 am is reserved for adult swim only). Entering the Pool facilities during closed hours will subject the Member to a warning or suspension of Pool privileges. Entering the pool before or after hours without District approval is considered trespassing.
3. The Pool will open on the Saturday immediately preceding Memorial Day and close on Labor Day. Opening and closing dates may vary each year, depending on weather.
4. No pets are allowed in the fenced pool area, trained Service Animals only.
5. The District is not responsible for lost or stolen articles.
6. The District is not responsible for any accident occurring on property owned and operated by the District.

## **C. POOL RULES**

The following are rules and regulations for specific areas of the Pool. Additional rules and regulations may also be posted in specific areas. The District has implemented these rules and will in all cases seek Pool user cooperation in abiding by these rules to ensure the safety of all Pool users. It is impossible to list every rule and standard, so it must be understood that a District representative is empowered to make decisions, make judgment calls and enforce rules in an effort to prevent accidents.

1. A District representative shall have jurisdiction over rule enforcement 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 fenced pool area or other wet/slippery areas.
3. Food and drinks will be allowed 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 swimmers. No cut off pants are allowed. All children under 3 years must wear approved swim diapers in the pool. Do not dispose of soiled diapers in the pool dumpsters or restroom wastebaskets.
5. No spitting while in the Pool, Hot Tub, or on the Pool deck.
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 interfere with the use or enjoyment of the Pool by others.
10. No smoking or vaping is allowed within the Pool fenced area.
11. Children (under 12) must be supervised at all times by a responsible adult.
12. Community members are not to attempt to reserve chairs by leaving personal items on the chairs unless they expect to return promptly.
13. Pool umbrellas are not to be moved. Umbrellas should be closed and tied securely after use to prevent damage.
14. During inclement weather, use reasonable caution. If lightning is apparent, please vacate the pool.

#### **D. HOT TUB RULES**

1. No children under the age of 12 are permitted in the Hot Tub under any circumstance.
2. Proper swimming attire must be worn by all swimmers. No cut off pants are allowed.
3. Showers are recommended before entering the hot tub in accordance with Colorado State law.

4. No alcohol, beverages, or food are permitted in the hot tub.
5. No smoking or vaping in the hot tub.

**SAFETY ADVISORY:** Members and Guests with health concerns or any serious illness, and pregnant women should not enter the hot tub without prior consultation with their physician. People with skin, ear or other body infections, open sores or wounds, should not use the hot tub due to the possibility of spreading infection. It's recommended not to soak for more than 15 minutes in one sitting in 104-degree Fahrenheit (40 degree Celsius) water. Enter the hot tub slowly and cautiously.

#### **E. CODE OF CONDUCT**

Disorderly conduct will result in immediate disciplinary action. Such discipline may include a minimum of one month's suspension at the Board's discretion. If a District representative deems it necessary to involve law enforcement authorities, a minimum suspension of 30 days from the Pool will be mandatory. Disorderly conduct may include, but is not limited to the following:

1. Threatening, profane, indecent, coercive or disrespectful actions, gestures, words or language to District representatives, fellow Members or guests;
2. Fighting (verbal or physical), scuffling or horseplay within the Pool or on District property;
3. Possession or consumption of alcoholic beverages while utilizing the Hot Tub;
4. Illegal drugs within the Pool or on District property, including the consumption of medical or recreational marijuana;
5. Smoking or vaping within the Pool fenced area;
6. Unacceptable loitering within the Pool or on District property or any District facilities deemed to be destructive or offensive;
7. Dress code violations posted for the Pool facilities;
8. Failing to obey any directive given by a 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 Pool equipment or facilities;

11. Failure to obey posted safety rules;
12. Committing illegal or criminal acts in violation of state, local, or federal laws or regulations;
13. Actions or activities that are not respectful of the well-being of other persons and/or property.

## **EXHIBIT A**

### **DANCING WILLOWS METROPOLITAN DISTRICT SCHEDULE OF FEES**

Fees shall be assessed as follows for residents of Dancing Willows Metropolitan District:

\$100 per event – Partial Day Rental Fee

\$200 per event – Full Day Rental Fee

\$350 per event – Standard Security Deposit for Clubhouse Rental

\$500 per event – Security Deposit for One (1) Infraction

\$1000 per event – Security Deposit for Two (2) or More Infractions

Fees shall be assessed as follows for non-residents of Dancing Willows Metropolitan District:

\$700.00 per year – Annual Household Membership

\$500 per event – Security Deposit for Clubhouse Rental

\$175 per event – Partial Day Clubhouse Rental Fee

\$350 per event – Full Day Clubhouse Rental Fee

**EXHIBIT B**

**DANCING WILLOWS METROPOLITAN DISTRICT  
CLUBHOUSE USE OR RENTAL AGREEMENT**

This Agreement is made and entered into by and between the Dancing Willows Metropolitan District and the Applicant named below for use of the Dancing Willows Clubhouse. The use or rental of the Clubhouse property shall be for the type of function indicated below and shall be in accordance with the provisions of this Agreement and the "Clubhouse Rules and Regulations" adopted by the Board of Directors of the District and attached hereto and incorporated herein by this reference:

Applicant's Name: \_\_\_\_\_

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

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

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

Date of function: \_\_\_\_\_ Purpose of Function: \_\_\_\_\_

Is this a commercial function: \_\_\_\_\_ Will alcohol be served: Y / N

Hours of function: \_\_\_\_\_ \*(includes setup and cleanup)

Number of Guests: \_\_\_\_\_ (Maximum of 92 allowed per fire code)

- The clubhouse must be vacated by 11:00 p.m.
- Note: Alcoholic Beverages are not to be sold on the premises at any time.
- Absolutely no underage drinking of alcoholic beverages is allowed.

**All Rental times include setup and cleanup.**

**Full Days** are 8 AM to 11 PM.

Full day rental fee is \$200.00 per day with a \$350.00 refundable deposit which may be refunded after an inspection is completed following the function if the Clubhouse is found to have been left in an acceptable condition.

**Partial Days** are either 8 AM to 4 PM **OR** 4 PM to 11 PM.

Partial day rental fee is \$100.00 with a \$350.00 refundable deposit which may be refunded after an inspection is completed following the function if the Clubhouse is found to have been left in an acceptable condition.

The Applicant is responsible for the payment of actual repair or replacement costs for all Clubhouse property damaged or lost as a result of or occasioned by the Applicant's use of the Clubhouse and Clubhouse property.

The Applicant making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for completing the checklist complying with the Dancing Willows Clubhouse USE INSTRUCTIONS. If the USE INSTRUCTIONS are not completed in a manner acceptable to the Clubhouse Committee, this may result in the forfeiture of all or part of the security deposit and the levy of additional charges as determined by the Board of Directors.

All guests' vehicles must be properly parked in the clubhouse parking lot or park along S Ida Ave. Please refrain from parking in the Condos as residents rely on those parking spots when they arrive home. The Clubhouse parking lot is to be cleaned of any party debris prior to leaving the Clubhouse at the end of the function.

Please note the patio awning is not to be used on windy days. Wind can cause damage to the awning. If using the awning, please be sure to pull it back into a closed position before leaving for the day.

The swimming pool is NOT included in any clubhouse reservation. Event guests are not permitted access to the community pool. The access gate to the swimming pool is not to be opened by anyone other than under specific authority of District representatives. Swimming attire is not allowed at any time in the clubhouse. \_\_\_\_\_ (initial here)

**NOTE: In addition to being responsible for payment of repair of all damages and costs of collection, including attorney's fees, any applicant in breach of this Agreement or in violation of any of the "Clubhouse Rules & Regulations," may be required to appear before the Board of Directors for approval of any future reservations. The Board of Directors has the right to suspend privileges to any Applicant who has, in the opinion of the Board, violated "Clubhouse Rules & Regulations" or terms of this Agreement. In addition, a violation of this Agreement and/or "Clubhouse Rules & Regulations" may result in forfeiture of all or part of the security deposit and the levy of additional charges as determined by the Board of Directors.**

The Renter shall be liable for any loss, damage, or injury sustained by any person by reason of intentional acts or negligence of the Renter. All contractors, vendors or service providers providing services to the Renter on District property are required to have insurance, including Commercial General Liability Insurance, subject to at least limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

I understand and agree to abide by the terms of this Agreement and the "Clubhouse Rules & Regulations." I understand that I am responsible for any loss or damage of the Clubhouse property or surrounding areas which may occur as a result of this function and agree to hold the Dancing Willows Metropolitan District harmless from any and all liability or damage resulting from the action of myself, my family, or any attendees at the function. I acknowledge that I have

read this Agreement and the "Clubhouse Rules & Regulations," which are incorporated herein by this reference.

This AGREEMENT entered into on (date) \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

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

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

Please include 2 separate checks upon return of this document. One for the rental and one for the deposit.

If the event is more than 80 days away, please date the deposit check to the date of the event.

## EXHIBIT C

### DANCING WILLOWS CLUBHOUSE

#### USE INSTRUCTIONS

This information is being provided to acquaint you with the Dancing Willows Clubhouse and assist you with your use of the space. The maximum capacity is 92.

1. The front door is to remain unlocked during all events. Upon leaving the Clubhouse, the door must be locked from the outside with the key. Check that the door will not open – note that even when locked the handle will turn.
2. There are two (2) thermostats in the Clubhouse. One to the right of the kitchen, the other to the right and around the corner of the Men's bathroom door. They are to be set at 80 for Cool and 60 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 Clubhouse.
3. Lights and fans are operated in the following manner:
  - a. Upon entering the Clubhouse there are 2 switches to the right of the front door. The left-hand switch operates the ceiling fans in the great room. The right-hand switch operates the overhead lights. This is normally the only switch needed except for the lights in the kitchen area.
  - b. The fans and lights are also controlled by switches behind the left door in the utility room, adjacent to the Men's bathroom door. These do not normally need to be used since the switches in the entry way will accomplish the same thing.
  - c. The kitchen lights are controlled by the two switches to the left of the door to the storage/pantry room and above the counter. To operate these switches just press each button quickly and release. The lights will slowly turn on or off.
  - d. When leaving the Clubhouse, the kitchen lights must be turned off as they were turned on (see c above). The rest of the lights and fans will be shut off using the switches next to the front door. The fireplace needs to be turned off separately.
4. The fireplace on/off switch is located to the right of the fireplace. Be patient – there is a delay while the gas line fills with gas.
5. A warming cabinet is in the room adjacent to the kitchen. It can reach temperatures as high as 195 degrees. The outside surfaces will also get hot. Bring oven mitts if you are going to use the cabinet. Do not put anything that might melt on the top.
6. All trash must be removed at the end of your event. This includes bathrooms. If trash cans have residue in them after trash bags have been removed, wash them out to prevent odor and pests. There is no trash pick-up at the Clubhouse, so all trash must be removed by the user. Extra bags are in the storage closet near the kitchen. Please place a clean bag into each container.
7. Take out everything you brought in, including plates, napkins, cups, and decorations.
8. For cleanup, dishwashing soaps, detergents and paper towels are under the kitchen sink.

9. The kitchen area is to be left clean – sink and countertops wiped down. Run disposal to clear any residue.
10. All tables and chairs must be wiped off and left clean at the end of the event. Return all furniture to original positions.
11. Refrigerator and freezer are to be **completely empty** and wiped down inside. Use stainless cleaner (located under the kitchen sink) on the outside as needed. Clean warming cabinet and trays. Please remove any ice from the freezer.
12. Sweep floors and vacuum carpet and tile. Clean up any spills/spots on the carpet. Use Swifter Wet on tile floors. The Swifter Wet can be found in the storage closet near the kitchen.
13. Restock bathrooms with paper products. These are in the storage closet near the kitchen. The key for the towel dispenser is kept in the top of the wall unit in the Women's bathroom. Please replace it to this location. Fill the soap containers from the supply in the storage closet.
14. Close all window blinds on the West and South sides of the building to conserve heating or cooling of the room.
15. Please confirm that all doors to the patio are closed tight. The doors tend to stick.
16. Please confirm that the awning is pulled back in.

Questions or concerns e-mail [DWCHrental@gmail.com](mailto:DWCHrental@gmail.com)

Please leave the Clubhouse in excellent condition for the next user and preserve this fine amenity in our community!

**EXHIBIT D**

**Dancing Willows Clubhouse – End of Use Checklist**

Please leave the Clubhouse in excellent condition for the next user and preserve this fine amenity in our community. Cleaning Supplies, paper towels, bathroom supplies, vacuum and mopping supplies are available in the supply closet and under the sink.

**PLEASE CHECK ITEMS WHEN DONE, DROP COMPLETED CHECKLIST IN BOX BY DOOR**

- Remove **all** trash at the end of your event, including from bathrooms. If trash cans have residue in them after trash bags have been removed, wash them out to prevent odor and pests. There is no trash pick-up at the Clubhouse, so all trash must be removed by the user. Extra bags are in the storage closet near the kitchen. Please place clean trash bags into each container.
- Remove all trash from outdoor patio.
- Wipe down kitchen sink and counter tops. Run disposal to clear any residue.
- Clean warming cabinet and make sure it is turned off.
- Wipe off all tables and chairs. Return all furniture to its original position.
- **Empty** and wipe down inside and outside of refrigerator and freezer (including ice). Use stainless cleaner (located under the kitchen sink) on the outside as needed.
- Sweep floors and vacuum carpet and tile. Clean up any spills/spots on the carpet.
- Use Swifter Wet on tile floors. The Swifter Wet can be found in the storage closet near the kitchen.
- Restock bathrooms with paper products. These are in the storage closet near the kitchen. The key for the towel dispenser is kept in the top of the wall unit in the Women’s bathroom. Please replace it to this location. Fill the soap containers from the supply in the storage closet.
- Close all window blinds on the west and south sides of the building to conserve heating or cooling of the room.
- Please confirm the patio awning is put back in.
- Please confirm that **all** doors are closed tight. The patio doors tend to stick.
- Turn off the fireplace. Set thermostats to 60 deg (heat), 80 deg (cool).
- Turn off all lights.
- Upon leaving the Clubhouse, lock the door from the outside and return the key to the lock box.

**Check that the door will not open – even when locked the handle will turn.**

**NAME:** \_\_\_\_\_

**RENTAL DATE:** \_\_\_\_\_