

**LYONS RIDGE METROPOLITAN
DISTRICT**

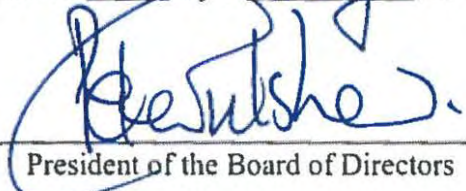
RULES AND REGULATIONS

ADOPTED July 19, 2019

**LYONS RIDGE METROPOLITAN DISTRICT
RULES AND REGULATIONS**

The following Rules and Regulations have been prepared and adopted to carry out the business, objects and affairs of the Lyons Ridge Metropolitan District and to provide for the construction, administration and operation of its property and facilities pursuant to §32-1-1001(1)(m), C.R.S. These Rules and Regulations shall be effective on the date of adoption.

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 properly manage the District and to promote the peace, health, safety and welfare of the residents of 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 the 19th day of July, 2019
By: 
President of the Board of Directors

ATTEST:


Secretary of the Board of Directors

**LYONS RIDGE METROPOLITAN DISTRICT
RULES AND REGULATIONS**

TABLE OF CONTENTS

SECTION 1 – GENERAL EXPLANATORY MATERIAL

	<u>PAGE</u>
1.1 Authority.....	1
1.2 Scope.....	1
1.3 Policy.....	1
1.4 Purpose.....	1
1.5 Intent of Construction	1
1.6 Amendment	1
1.7 Definitions.....	1

SECTION 2 – OWNERSHIP AND OPERATION OF FACILITIES

2.1 Responsibilities of District.....	3
2.2 Limitation of District Liability	3
2.3 Ownership of Facilities	3
2.4 Right of Entry.....	3
2.5 Modification, Waiver and Suspension of Rules	4

SECTION 3 – CONDITIONS OF USE OF FACILITIES

3.1 Who May Use	4
3.2 Permit for Use	4

3.3	Inclusions	4
3.4	Usage by Out of District Persons.....	4
3.5	Application for or Denial of Use.....	5
3.6	Cancellation of Use	5
3.7	Unauthorized Use.....	5
3.8	Responsibilities of Facility Users and District Residents	5
3.9	Enforcement	6

SECTION 4 – EJECTOR PUMP SYSTEMS

4.1	Ownership.....	6
4.2	Maintenance and Monitoring	6

SECTION 5 – WATER AND SEWER

APPENDIX A – SPECIFIC REGULATIONS
APPENDIX A.1 – APPLICATION/PERMIT FOR SHELTERS
APPENDIX B – RATES AND CHARGES

SECTION 1 – GENERAL EXPLANATORY MATERIAL

11 Authority. The District is a governmental subdivision of the State of Colorado and a body corporate with those powers of a public or quasi-municipal corporation, that are specifically granted for carrying out the objectives and purposes of the District in §§32-1-1001 et seq., of the Colorado Revised Statutes.

12 Scope. These Rules and Regulations have been adopted and promulgated pursuant to and shall be treated and considered as new and comprehensive regulations, governing the operations and functions of the Lyons Ridge Metropolitan District.

13 Policy. It is hereby declared that the Rules and Regulations hereinafter set forth will serve a public use and are necessary to ensure and protect the health, safety, prosperity, security, and general welfare of the inhabitants of the Lyons Ridge Metropolitan District.

14 Purpose. The purpose of these Rules and Regulations is to provide for the orderly financing, control, construction, management, operation and maintenance of storm sewer, flood and drainage facilities, park and recreation facilities, traffic and safety control devices and all other lawful undertakings of the District including any future expansion of said facilities.

15 Intent of Construction. It is intended that these Rules and Regulations shall be liberally construed to effect the general purposes set forth herein, and that each and every part thereof is separate and distinct from all other parts. No omission or additional material set forth in these Rules and Regulations shall be construed as an alteration, waiver, or deviation from any grant of power, duty or responsibility, or limitation or restriction, imposed or conferred upon the Board of Directors by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other governmental entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law which is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District.

16 Amendment. It is specifically acknowledged that the District shall retain the power to amend these Rules and Regulations as it deems appropriate and such amendments shall be entered in the Minutes of the District 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 pursuant to this Section.

1.7 Definitions. Unless the context specifically indicates otherwise, the meaning of terms used herein shall be that normally given unless specifically defined below:

Actual Cost shall mean all direct costs applicable to the construction, repair, cleaning or replacement of a given facility, including surveys, preliminary and design engineering, construction, inspection, administrative and regulatory agency fees, bond fees, all required easements and/or rights-of-way, plan approval fees, "as-built" drawings, attorney's fees, and other costs necessary for completion.

Board and Board of Directors shall mean the duly elected governing body of the Lyons Ridge Metropolitan District.

Covenants shall mean the Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Lyons Ridge – West Valley, and the Declaration of Covenants, Conditions and Restrictions for Lyons Ridge – East Valley which are, unless more restrictive conditions and restrictions are contained herein, incorporated in these Rules and Regulations as if set forth herein in their entirety. Capitalized terms used herein and not defined shall be as defined in the Covenants.

Customer shall mean any person, company, corporation or governmental authority or agency authorized to use the public facilities either as a resident of the District or under a permit issued or otherwise authorized by the District for resident or non-resident use.

Developer shall mean the person(s), firm, joint venture, partnership or corporation which is the owner or operator of land and which seeks to have the land served by the District.

District shall mean the Lyons Ridge Metropolitan District or the Board of Directors of the District.

Facilities shall mean those facilities generally serving the District's service areas as a whole. Examples include but are not limited to: parks, open space areas, fences, playgrounds, trails, storm sewer and water detention systems, detention ponds, general safety and traffic systems and landscape and irrigation systems.

Inspector shall mean the District manager, superintendent, engineer, agent, officers, employees of the District, board member or other person so designated by the Board to perform inspections pursuant to these Rules and Regulations.

Manager shall mean the Manager of the District, or if absent, a person duly authorized by the Board to represent the interests of the District.

Owner shall mean the record title holder or lessee with planning or executory powers for an individual parcel.

Permit shall mean written permission of the Board of Directors authorizing applicant a license to use District land or facilities or to receive any other service provided by the District.

Person shall mean any individual, firm, company, association, society, corporation, public entity or group.

Rules and Regulations the Rules and Regulations of the District including all Appendices and Exhibits incorporated therein.

Service Plan shall mean the Service Plan of the District, as approved by Jefferson County, and as amended from time to time in accordance with Colorado law.

Shall is mandatory; may is permissive.

SECTION 2 – OWNERSHIP AND OPERATION OF FACILITIES

21 Responsibilities of the District. It is the District's responsibility to plan, finance, design, maintain, operate and construct all designated Facilities as well as administer and enforce the Covenants including the Design Review Guidelines promulgated thereunder. The District will only construct such facilities or portions thereof when the Board has made a determination that such construction is economically feasible through presently available income, sale of bonds or imposition of District Fees. Such determination may require Owner/Developers to prepay or guarantee future payment of District Fees or other special arrangements as the Board may determine necessary to construct or expand required facilities.

It is the Owner/Developer's responsibility to finance, design, and construct, replace and/or repair all Facilities as defined herein that may be required or affected as a result of the Owner/Developer's activities. Such Facilities shall be constructed in accordance with plans and specifications approved by the District, and Jefferson County, and in accordance with minimum standards adopted by these entities, including without limitation the Covenants and Design Review Guidelines. The Owner/Developer shall pay the Actual Cost of all such facilities and District review.

After satisfactory (as determined by the District) construction, repair or replacement of Facilities and acceptance by the District, the District shall be responsible for the maintenance, operation, and replacement of all Facilities (except as provided during the warranty period) for Facilities that the District accepts upon independent inspection and evaluation. The District shall not be obligated to accept any Facilities. The District shall not be responsible for interruption of availability or inadequacy of facilities brought about by circumstances beyond its control.

22 Limitation of District Liability. It is expressly stipulated that no claim for damage shall be made against the District by reason of the following: Blockage or interruption of storm sewer systems causing backup or flooding; Damage to or removal of traffic or safety systems causing injury or accident; Death or injury due to the condition or design of Facilities, including playgrounds and other equipment; Death or injury caused by entry into any District land, Facility, detention pond or any other District property; voluntary entry and usage of any District Facility, park or recreation program; or for doing anything to the Facilities of the District deemed necessary or appropriate by the Board of Directors. The District shall have no responsibility for notification to Owners or Customers of any of the foregoing conditions. The District reserves the right to temporarily discontinue usage of, or service by any District facilities at any time and for any reason deemed necessary or appropriate by the Board of Directors. The District shall have the right to revoke service or access to the Facilities to any Owner or Customer for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations. Nothing in these Rules and Regulations shall be construed as limiting the applicability of the Colorado Governmental Immunity Act to the District.

23 Ownership of Facilities. All existing and future District Facilities and any appurtenances thereto shall become and are the property of the District, regardless of whether such Facilities are constructed, financed, paid for, or otherwise acquired by the District, or by other Persons, unless any written contract with an Owner or Customer provides otherwise.

24 Right of Entry. The District's Manager, Inspector, agent, officers, employees, or other Person(s) so designated by the District Board, bearing proper identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of these Rules and Regulations. The granting of Right of Entry by the Owner and occupant is a condition precedent and a condition subsequent to the provision of any services or Facilities by the District.

25 Modification, Waiver and Suspension of Rules. The Board or the District Manager acting on instructions of the Board shall have the sole authority to waive, suspend or modify these Rules and Regulations, and any such waiver, suspension or modification must be in writing, signed by the Board or the District Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver will be deemed or construed as a continuing waiver.

SECTION 3 - CONDITIONS FOR USE OF FACILITIES

3.1 Who May Use. The Facilities of the District are for the use and enjoyment of the Owners and Customers subject to the payment of all fees, rates, tolls, penalties, charges, and taxes assessed by the District.

3.2 Permit for Use. The District may require a permit or other means of access control for use of the Facilities. The District shall differentiate between Persons owning land and/or residing in the District and those who reside outside of the District when assessing fees and charges for use of the Facilities. It shall be a condition precedent to the use of any Facilities that the Person requesting such use provide satisfactory evidence of his or her residency whenever such evidence is requested by the District. Satisfactory evidence shall consist of a tax receipt or certification in lieu thereof, or State of Colorado picture identification listing the official residence of the holder. Out of District Customers may be allowed access and use of the Facilities through special use contract or other arrangement approved by the Board.

3.3 Usage by Out of District Persons. No service or use of District Facilities shall ever be allowed by Persons residing outside of the District, except pursuant to terms of a written agreement or Permit approved by the Board of Directors. Charges for furnishing service or allowing use of Facilities shall be at the discretion of the Board of Directors. No service or use of Facilities shall be provided unless the charge therefor equals at least the sum of the cost of service or use, and reasonable operation, maintenance and debt payment amounts as determined by the Board. In every case where the District provides services or use of Facilities to Persons or property outside of the District boundaries, the District reserves the right to discontinue the service when, in the judgement of the Board of Directors, it is in the best interest of the District

to do so. Any exception to this rule requires specific reference in a service contract, Facilities Permit or other agreement approved by the Board of Directors.

34 Application for or Denial of Use. Application for service or for use of Facilities must be filed with the District on forms provided by the District and accompanied by appropriate fees prior to any usage of the District's property or Facilities. Only upon authorized approval of the application and receipt therefor may use of District property or Facilities proceed.

The District reserves the exclusive right to deny application for use of District property or Facilities, when in the opinion of the Board or its authorized representative, granting of the application or Permit would create excessive seasonal or other demand on the property or Facilities. Denial may also be based upon an unresolved obligation between the District and the applicant, inadequate provision of information on the application or any other reason as determined by the District.

36 Cancellation of Application or Permit. The District reserves the right to revoke any prior approval of an application or Permit before or after service or use of Facilities has been provided, for any violation of these Rules and Regulations.

37 Unauthorized Use. No Owner, Developer, Customer or other Person shall be allowed to use the property or Facilities, or to move, alter, destroy or otherwise impact District property or Facilities without prior approval and Permits, payment of required fees and adequate supervision and inspection by the District or its designee. Upon discovery of any unauthorized use the applicable fees for such use and all Actual Costs for repair, replacement or assessment of other penalties or fees as set forth in these Rules and Regulations shall become immediately due and payable by the perpetrator. The unauthorized use fee shall be payable at twice the amount normally charged for such service or use of the Facilities or at a rate determined by the Board. The District shall personally serve or send written notice to, the unauthorized user stating the nature of the unauthorized use and the payment required therefor. The unauthorized user shall immediately pay the required amount. If the amount is not paid the District may pursue all remedies afforded under law. The District also reserves such rights of foreclosure as may be provided by law for the collection of unpaid fees and charges of the District.

38 Responsibilities of Facility Users and District Residents. All users of District Facilities, whether District residents or out of District Customers shall abide by these Rules and Regulations, the specific requirements of Appendix A to these Rules and Regulations and all other requirements as adopted by the Board of Directors. In general, facility users, Owners and Customers shall not cause or allow to be caused, damage, alteration or modification to any District Facilities without the prior written authorization of the District. All users shall pay fees, taxes, penalty fees and other charges as they become due and shall present all required permits or authorization for inspection by District representatives upon request.

39 Insurance Required. All users of District Facilities, whether District residents or out of District Customers shall obtain and maintain, at the user's expense, comprehensive general liability insurance including coverage for bodily injury, property damage and personal injury, issued by and binding upon an insurance company acceptable to the District Manager, such

insurance to afford minimum protections in amounts satisfactory to the District Manager, and the user shall the District with evidence of the existence of such insurance satisfactory to the District Manager or as set forth in Appendix A hereto.

3.9 Enforcement. If any action(s) by an Owner, Customer or other Person is in violation of these Rules and Regulations the District will initiate procedures to obtain compliance with these Rules and Regulations. Any Owner, Customer or Person who intentionally or negligently violates any provisions of these Rules and Regulations or conditions set forth in Permits or authorizations from the District shall be subject to such penalties as are described in Appendix B hereof, which penalties shall be paid to the District within three business days after notice is given by the District. If the violator is an Owner or District resident, in accordance with C.R.S. Section 32-1-1001(1)(j), until paid the penalty shall constitute a lien upon the user's property and may be foreclosed in the manner described in Colorado law. Notice of violation(s) shall be mailed to the Owner, Customer or Person at the address of record. The notice shall state the date of the violation, the corrective action required and/or the penalty assessment for the infraction.

SECTION 4 – EJECTOR PUMP SYSTEMS

41 Ownership. If a residence within the District is equipped with a sewage grinder pump ejector system it shall be the responsibility of the Owner of the Lot, as the owner of the system to use and maintain it, inclusive of the grinder, pumps and service line pursuant to instructions provided by the system's manufacturer and any and all rules, regulations, policies and procedures of the Willowbrook Water and Sanitation District.

42 Maintenance and Monitoring. Each ejector system has been equipped with a remote monitoring system intended to detect system usage and failures. The District currently retains the services of Ambiente H₂O Inc. to monitor each system and each Owner is required to follow the instructions of Ambiente in the course of the use of their respective systems. The District shall have no liability whatsoever in the event that there is a failure in any system, or a failure on the part of Ambiente or other service provider to properly monitor the system or report failures thereof to any Owner. Ambiente's current contact information may be obtained from the District Manager, and should be prominently displayed within each residence.

SECTION 5 – WATER AND SEWER

The provider of public water, sanitary sewer and stormwater systems and services within the District is Willowbrook Water and Sanitation District. The District does not own and will not operate or maintain those systems nor any private service line, french drain or ejector system connected thereto.

Appendix A

Regulations

A. General Rules

1. Facilities of the District are open for use from one-half hour before sunrise until one-half hour after sunset.
2. Vandalism, graffiti, removal, destruction or alteration of District property is strictly prohibited.
3. Emergency access easements, paths and rights-of-way are for the exclusive use of authorized vehicles and pedestrian/bicycle traffic only.
4. Violation of any of these rules may result in criminal prosecution or the imposition of a civil penalty, removal from the property/facility and denial of future use privileges.
5. No commercial concession or solicitation shall be operated or charged or donation solicited or requested on any District property. Programs, circulars, pamphlets, handbills, advertisements etc. shall not be sold, given away or posted without prior written approval from the District.
6. District parks and Facilities are routinely patrolled by local law enforcement agencies and all other applicable rules and regulations to include state statutes or county ordinances will be enforced.
7. No Person may consume alcoholic beverages, cannabis products or illegal drugs of any kind on District property at any time.
8. All athletic fields, courts or swimming facilities are subject to District authorized league scheduling and these groups have priority use of the facilities.

B. Park, Open Space & Shelter Usage Rules

1. The District prohibits the following from District Parks, open space, landscape features and/or shelters:
 - a. Unauthorized motorized vehicles.
 - b. Practicing golf or having golf clubs in the park.
 - c. Littering or dumping of trash.
 - d. Horses on turf or near shelters.
 - e. Misuse/defacement of any park facilities or property.

- f. Weapons of any kind, including any projectile (lawn darts, etc.).
- g. Fireworks or open flames (including model rockets) of any kind.
- h. Tree houses, rope swings or other attachments to trees or facilities.
- i. Swimming, wading or boating in any detention pond or flooded area.
- j. Glass containers of any kind.
- k. Overnight camping and open fires.
- l. Signs, banners, or other displays without prior approval.
- m. Disorderly conduct and/or abusive language.
- n. Alcoholic beverages and/or illegal drugs or related paraphernalia
- o. Enhanced or artificially directed discharge of any kind from any Lot

2. General Park/Open Space/Shelter rules:

- a. All pets must be on a leash and under owner's direct control at all times.
- b. Pet owners are responsible for immediate removal of pet waste.
- c. No animals shall be tethered to any District Facility, trees or left unattended at any time.
- d. Parks/shelters are open from one-half hour before sunrise to one-half hour after sunset.
- e. Shelter/Field use is on a first come/first served basis, subject to prior reservations.
- f. Wildlife and/or its habitat shall not be disturbed in any manner.
- g. Fires/grilling allowed only in self-contained propane fueled grills at least 12" above the ground.
- h. Music of any type or source shall be kept to a level so as not to disturb other facility users or surrounding homeowners, any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the express written consent of the District.
- i. Park/shelter users are personally liable for the destruction of District property and for any damage to nearby homes caused by their activities in the Park/shelter.

- j. Shelter/Park reservations will be available upon approval of an application to the District on the form attached hereto as Appendix A.1. Reservations are revocable at the discretion of the District and are subject to availability. A deposit may be required for use of the shelters.
- k. All park/shelter users are responsible for removal and proper disposal of all trash, litter and debris and cleanup of spills in picnic areas.
- l. No portion or area of a park or shelter shall be cordoned off or otherwise reserved for use without written permission of the District.
- m. Any group or Person reserving a park or shelter for a group in excess of 30 people is required to obtain a permit in the form attached hereto as Appendix A.1.
- o. Shelters and parks may only be reserved by District residents who will be held responsible for the reservation and all damages.

C. Fence, Sidewalk and Landscape Rules

- 1. Without Board approval in writing, no cuts, doorways, gates, paths or driveways are to be made in any District owned fence, right-of-way or landscaped areas for any reason.
- 2. Postings, signs or banners of any type shall not be attached to any District owned fence and shall not be posted on any District property except as authorized by the Board in designated locations. (e.g. real estate, garage sale or other signs shall not be placed on District property at the entrances to the subdivisions). Signs posted in violation of this regulation are subject to removal and disposal by the District without notice.
- 3. Travel on District property is limited to designated sidewalks, paths and drives.
 - a. The maximum bicycle speed on sidewalks, paths and trails is 9.7 m.p.h.
 - b. Alcoholic beverages and illegal drugs are prohibited on District trails and sidewalks at all times.
 - c. Pets must be on a leash under the direct control of the owner and shall not be tethered to any District facilities or left unattended.
 - d. Pet owners are responsible for removal of pet waste.
 - e. Littering or dumping on or along sidewalks, trails and paths is prohibited.
 - f. Motorized vehicles of any type are prohibited in parks, open spaces, or on sidewalks, trails or paths.

- g. Sidewalk, trail and path users should be respectful of other users and should yield when entering or crossing. Bicyclists must yield to pedestrian traffic. Keep right except to pass and use an audible warning when passing.
- 4. Removal or destruction of landscape materials, irrigation system components, trees or vegetation is strictly prohibited. Landscape rocks shall not be disturbed or otherwise be thrown, kicked or moved into the streets, lawns or other inappropriate areas. Violators will be prosecuted to the full extent of the law.
- 5. The structure and surface of the Historic Kiln is not to be disturbed in any way.

APPENDIX A.1

FACILITY RESERVATION APPLICATION/PERMIT

(** Applicant Must be District Resident **)

Responsible Party Name: _____ Facility location: _____
Address: _____ Date(s) of Event/league: _____
City: _____ Hours: _____ a.m./p.m. TO _____ a.m./p.m.
Phone: Hm- _____ Wk- _____ No. of Persons: _____
Sponsor/Organization: _____ Purpose of Event: _____
Special Requests: _____

By policy established by official action of the Lyons Ridge Metropolitan District regarding issuance of Facility Reservation Permits for guaranteed reservations and/or league use of Facilities within the District jurisdiction, "On application made by responsible and identifiable individuals, corporations or public bodies, the District is directed to issue a Facility Use Permit for guaranteed reservation and/or league use which would waive, with respect for those applying users, their immediate families and guests, the rules governing the first come/first served use basis and that this applies only to District outdoor facilities."

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

In addition to the Rules and Regulations for Lyons Ridge Metropolitan District, the following are conditions of the Permit:

- 1. At termination of use, the Facilities shall be restored to a litter free condition.
2. If additional security or traffic control measures are required, the District will not assume any financial responsibility therefore, but will be available for coordination purposes.
3. Tents, booths, stands, canopies etc. are prohibited without the express written consent of the District.
4. All beverages must be contained in cans, boxes or plastic containers. Glass bottles or containers are not allowed in any District park or shelter.
5. If required by the District, the permit holder shall arrange for portable sanitation facilities/comfort stations and shall be solely responsible for the timely delivery/pickup and costs thereof.
6. A copy of this permit must be in the possession of the applicant or designated representative and presented to District or law enforcement personnel upon request.
7. The applicant shall be responsible for his/her own actions and the actions of the parties represented as a result of this permit. The applicant shall be held solely liable for any and all damages resulting from activities involving District Facilities.
8. The District prohibits discrimination of any kind in the issuance or enforcement of permits.
9. Cancellation or date changes of less than 30 days notice may result in loss of any required deposit fee.

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

Signature of Applicant: _____ Date: _____
Approved: _____ Date: _____
Deposit Total: \$250.00 (Paid: Check _____ Cash _____ on _____ (date))
Additional Conditions: _____

APPENDIX B

SCHEDULE OF FEES AND PENALTIES

I. Fees:

- a. Damage Deposit – The damage deposit for use of the District's Facilities is \$250.00. A completed application must accompany payment of the deposit.

* Applicant may be held liable in excess of the above for excessive damage or clean-up required.

- b. Miscellaneous Activities – The District shall consider all requests for use of its Facilities and shall establish an appropriate rate therefore, in addition to the damage deposit, based upon the reasonable cost of providing the use requested. Written requests for such activities must be presented to the District at least 30 days prior to the event.

2. Penalties:

Pursuant to Section 32-1-1001, C.R.S., the District is authorized to enforce the provisions of these Rules and Regulations and impose penalties for violations thereof. A single violation under this section shall be a condition which is allowed to exist for 24 hours or each infraction of a regulation prohibiting specific activities on the part of the violator. Penalties may be imposed cumulatively for separate offenses or repeated violation of the same rule or regulation. The District reserves such rights of assessing additional penalties and/or interest against unpaid amounts and of foreclosure or lien as may be provided by law for collection of unpaid penalties assessed by the District. The District reserves the right to pursue criminal actions in addition to the penalties set forth herein. Criminal penalties imposed by appropriate jurisdictions shall not off-set the penalties assessed by the District.

- a. Standard Penalty – Unless otherwise specified herein, the penalty for violation of the District Rules and Regulations shall be \$100.00 for the first offense and \$200.00 for each subsequent violation of the same rule or regulation.
- b. Unauthorized Use – If any Person uses any District Facility in an unauthorized manner or for which prior written permission of the District has not been obtained, or if the Person is an out of District resident who is not authorized to use District Facilities, the Standard Penalty for the infraction shall be twice that established in these Rules and Regulations.
- c. Actual Costs – Anyone who, while violating the Rules and Regulations of the District, causes damage to the Facilities or property of the District or whose violation requires the District to expend funds for the remediation thereof shall pay all Actual Costs of replacement, repair or remediation of the damages caused by such violation and all administrative and legal costs incurred by the District as a result thereof.

d. Alcohol Violations – Any violations of the Rules and Regulations regarding possession or consumption of alcohol or illegal drugs on District property shall be assessed at \$200.00 for the first offense and \$300.00 for subsequent violations of the same rule or regulation.

e. Payment Due – Payment of penalty assessments are due within 30 days of receipt of notice. Notice shall be either personally served on the violator or shall be sent certified United States mail to the address of the violator. The notice shall state the date of the violation, the corrective action required and/or the penalty assessment for the infraction. A late penalty of \$20.00 shall be added to the penalty amount if payment is made after 30 days, an additional \$20.00 late fee will be added to the amount due every 30 days thereafter until all amounts due are paid. The District reserves the right to charge additional interest on all unpaid amounts in accordance with §32-1-1001, C.R.S.