

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
THE CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4  
ADOPTING RULES AND REGULATIONS**

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WHEREAS, Cherry Creek South Metropolitan District No. 4 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, organized under Article 1, Title 32, C.R.S. (the “**Special District Act**”), together with Cherry Creek South Metropolitan District No. 5 and Cherry Creek South Metropolitan District No. 6 (collectively, the “**Districts**”), for the purpose of providing for the planning, design, acquisition, construction, installation, and financing of public improvements serving the property commonly known as Tanterra; and

WHEREAS, the District is governed by the Second Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 4, approved by the Town of Parker on September 15, 2025 (the “**Service Plan**”); and

WHEREAS, pursuant to that certain Second Amended and Restated Intergovernmental Agreement between the Town of Parker and the District, dated September 15, 2025 (the “**Town IGA**”), the District is authorized to own, operate, and maintain, among other Public Improvements, drainage improvements, street improvements, traffic and safety controls, open space and trails, landscaping, retaining walls, irrigation systems, and park and recreation improvements and facilities, including clubhouses, recreation centers, and swimming pools, not otherwise required to be dedicated to the Town of Parker or another appropriate jurisdiction or owners’ association; and

WHEREAS, pursuant to that certain Intergovernmental Agreement dated October 25, 2021 among the Districts (the “**IGA**”), the District’s boundaries encompass the entirety of the Service Area for the Districts, and the District owns, operates, and maintains the public improvements within the Districts that are not otherwise dedicated to the Town of Parker or an owners’ association, and is authorized under the IGA to adopt rules, regulations, policies, and procedures concerning the provision of such services, while Cherry Creek South Metropolitan District No. 5 and Cherry Creek South Metropolitan District No. 6 do not own, operate, or maintain any public improvements absent a separate written agreement of the Districts; and

WHEREAS, as of the date hereof, the District has accepted ownership of a Community Park, and certain other park and landscape and streetscape improvements within Tanterra; and

WHEREAS, additional park and recreation improvements and facilities serving Tanterra – including additional neighborhood parks and a swimming pool and cabana facility – are planned for future development and are anticipated to be constructed and accepted by the District from time to time as development of Tanterra proceeds, consistent with the Capital Plan and Map Depicting Public Improvements attached to the Service Plan; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District and the residents and property owners of the District to adopt rules and regulations in order

to preserve and protect public property and facilities owned and/or operated by the District, and prohibit activities that interfere with the use and enjoyment of such property and facilities; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of the State of Colorado for carrying on the business, objects, and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(n), C.R.S., the Boards are authorized to have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted to the District by Article 1, Title 32, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., the District is authorized to fix and impose fees, rates, tolls, charges and penalties for services or facilities provided by the District; and

WHEREAS, pursuant to § 18-9-117(1), C.R.S., in addition to any authority granted by any other law, the District may adopt such orders, rules, or regulations as are reasonably necessary for the administration, protection, and maintenance of public property under its control, management or supervision, regarding, *inter alia*, the following matters: (i) the preservation of property, grounds and structures; (ii) restriction or limitation of the use of such public property as to time, manner, or permitted activities; (iii) prohibition of activities or conduct on public 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; (iv) necessary sanitation, health, and safety measures; (v) camping, picnicking, assemblages, and other individual or group usages including the time, place, and manner in which such activities may be permitted; (vi) use of all vehicles as to place, time, and manner of use; and (vii) control and limitation on fires; and

WHEREAS, pursuant to § 18-9-117(2), C.R.S., such limitations or prohibitions must be prominently posted at all public entrances to such property or such notice must be given by an officer or agency, including any agent thereof, or by any law enforcement officer having jurisdiction or authority to enforce the limitations, restrictions, or prohibitions; and

WHEREAS, the Board desires that the Rules and Regulations and the Reservation Form adopted hereby apply to any and all park and recreation improvements and facilities, open space, and trails now owned, operated, or maintained by the District, or hereafter acquired, constructed, or dedicated to the District, without the need to further amend this resolution upon each such acquisition; and

WHEREAS, the Boards have determined that it is in the best interests of the District and the residents and property owners of the District to adopt rules and regulations in order to provide for the preservation of the health, safety, and welfare of residents, property owners, and the public and in order to preserve and protect public property and facilities owned and/or operated by the District, and prohibit activities that interfere with the use and enjoyment of such property and facilities.

NOW, THEREFORE, be it resolved by the Boards of Directors of the Cherry Creek South

Metropolitan District Nos. 4-6 as follows:

1. Adoption of Rules and Regulations. The rules and regulations attached hereto as **Exhibit A** and incorporated herein by this reference (the “**Rules and Regulations**”) are hereby adopted pursuant to § 32-1-1001(1)(m) and § 18-9-117, C.R.S.

2. Adoption of Park Reservation Form. The Park Reservation Form attached hereto as **Exhibit B** and incorporated herein by this reference (the “**Reservation Form**”) is hereby adopted. The Rules and Regulations and the Reservation Form shall apply to any and all park and recreation improvements and facilities, open space, and trails now owned, operated, or maintained by the District, or hereafter acquired, constructed, or dedicated to the District

3. Variances. The Board hereby authorizes the district manager or general counsel to grant written variances from the Rules and Regulations for good cause shown.

4. Amendment. The District expressly reserves the right to amend, revise, redact, and/or repeal the Rules and Regulations adopted hereby in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to adopt new rules and regulations and/or policies and procedures as may be necessary, all in the Boards’s discretion.

5. Effective Date. The provisions of this resolution shall take effect as of the date this resolution is adopted by the Board.

6. Severability. If any term or provision of this resolution or if any rule or regulation is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the remainder of the resolution or rules and regulations, as a whole, but shall be severed, leaving the remaining terms or provisions in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

7. Penalties. Persons who violate any of the Rules and Regulations shall be subject to criminal and civil penalties.

a. Criminal Remedies. Pursuant to § 18-9-117(3)(a) and (b), C.R.S., any violation of the Rules and Regulations is unlawful and persons found in violation shall be subject to criminal penalties enforceable by authorized law enforcement officers.

b. Civil Penalties. A violation of any of the Rules and Regulations is subject to any and all civil remedies available to the Districts under Title 32, C.R.S. or other applicable laws, including a civil penalty hereby imposed in the amount of \$50 for the first violation, \$100 for the second violation, and \$250 for the third and subsequent violations, and actual costs and attorneys’ fees incurred by the District. The District may collect such penalties, charges, costs and fees by any means authorized by law.

**RESOLVED AND ADOPTED** this 24<sup>th</sup> day of September 2026.

**CHERRY CREEK SOUTH METROPOLITAN  
DISTRICT NO. 4**, a quasi-municipal corporation  
and political subdivision of the State of Colorado



Sarah Hunsche (Sep 28, 2026 09:52:26 MDT)

President

ATTEST:



Kim Jensen (Sep 24, 2026 19:12:01 MDT)

Secretary

*[Signature page to Resolution Adopting Rules and Regulations.]*

**EXHIBIT A**  
**Rules and Regulations**

**CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4**

**PARK RULES AND REGULATIONS**

- Park Hours are from 6 a.m. to 11 p.m. unless otherwise posted.
- Park areas are on a “first come, first serve” basis, unless you have a reservation.
- Amplified sound is not allowed, unless authorized by the District.
- Use of artificial lighting is prohibited unless authorized by the District.
- Pick up and dispose of all litter.
- Pets must be leashed and under physical control at all times. Pet waste must be picked up and disposed. Pet owners are responsible for damage caused by their animal.
- Sales and commercial activities are prohibited, unless authorized by the District.
- No posting of any notices, letters, or signs (permanent or temporary).
- Do not attach anything to trees or structures.
- Bicycles, skateboards, and rollerblades are allowed only on sidewalks and designated trails.
- Motorized vehicles, including electric bicycles and electric scooters, are restricted to parking lots and streets.
- Removal or damage to any Districts property is prohibited.
- No trespassing in restricted areas.
- Golfing, archery or discharge of any firearm is prohibited.
- No fireworks, smoking, or glass containers.
- Wildlife may be present. Feeding or harassing wildlife is prohibited.
- Grilling is permitted only in designated grill areas provided by the District. No personal grills, propane burners, or other open-flame cooking equipment are permitted outside of those areas.
- No camping unless authorized by the District.

- Tents, booths, stands, bounce house, etc. are only allowed with authorization of the District. Stakes cannot be driven into the grass to secure poles. Water, metal or sand weights may be used to secure poles.

Violators Are Subject to Eviction

Please notify the Town of Parker Police Department at (303) 841-9800 if you witness damage, vandalism, or unusual behavior in the park.

18600 Lincoln Meadows Pkwy, Parker, CO 80134

For Emergencies – Call 911

**EXHIBIT B**  
**Reservation Form**

**PARK RESERVATION APPLICATION & PERMIT**

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Applicant Name:                                                                                                    |
| Applicant Address:                                                                                                 |
| Daytime Phone #:                                                                                                   |
| Alt./Cell Phone #:                                                                                                 |
| Email:                                                                                                             |
| Contact Person On-Site:                                                                                            |
| Date Requested:                                                                                                    |
| Purpose of Rental:                                                                                                 |
| Event Time: From _____ am/pm To _____ am/pm (rentals available Monday-Sunday during daylight a minimum of 2 hours) |

|                 |                       |                           |          |
|-----------------|-----------------------|---------------------------|----------|
|                 | Residents of District | Non-Residents of District | Deposit  |
| Park Rental Fee | No Charge             | No Charge                 | \$250.00 |

Required to be submitted with application:

- ☐ Completed Application
- ☐ Damage Deposit – Separate check made payable to Cherry Creek Metropolitan District No. 4

APPLICANT HAS RECEIVED, READ, AND AGREES TO ABIDE BY THE CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4 PARK RESERVATION AND PERMIT POLICY (PROVIDED TO APPLICANT) \_\_\_\_\_ (Initial)

**INDEMNIFICATION/WAIVER OF LIABILITY:** Applicant, its successors and assigns, assumes all liability and risk associated with use of District facilities and hereby releases and agrees to indemnify, defend, and holds harmless Cherry Creek South Metropolitan District No. 4 (the “District”), the District’ directors, staff, employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including court costs and attorneys’ fees, arising in any way out of the use of District facilities by the Applicant, its guests, licensees, invitees, agents, contractors, subcontractors, employees, successors, and/or assigns.

**INSURANCE REQUIREMENTS FOR BUSINESS ENTITIES AND VENDORS:** Applicant shall, at its own expense, obtain and maintain during the term of this agreement, General Liability

Insurance with a limit of \$2,000,000 per occurrence and a \$4,000,000 general aggregate limit. Applicant will provide a certificate of insurance including the District as an Additional Insured.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Signature implies legal responsibility for compliance with all the conditions as outlined by the District.**

## **PARK RESERVATION AND PERMIT POLICY**

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### **Permit Requirements:**

- The Cherry Creek South Metropolitan District No. 4 (the “District”) parks are available for the general, informal use of the general public provided it has not been previously reserved. Any organized activity within the parks consisting of twenty (20) or more persons will require a permit. Commercial use of the parks is prohibited without the prior written approval of the District.
- Permits will only be issued to applicants 18 years of age or older.

### **Payment and Deposit Requirements:**

- Reservations are based on a first-come first-served basis.
- The deposit as shown on the rental application must be paid prior to your reservation being confirmed. The deposit check, less any amounts retained for cleaning or damage, will be returned to you within 1-2 weeks following your rental.
- All deposits must be received by the District 14 days prior to the reservation.
- If the deposit check is insufficient to pay for any damages and/or clean up, the applicant agrees to pay for any and all additional costs. The applicant further agrees that the District may invoice the applicant for any charges in excess of the deposit. The Applicant agrees to pay any such invoice charges within thirty (30) days, and if any such invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice.

### **General Conditions:**

1. Rental includes only those facilities or areas as indicated on the application and permit.
2. The applicant is responsible for the use of the facilities and those attending.
3. Motorized vehicles are prohibited on the turf, lawn, and landscaped areas of the park (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of the District is granted.
4. The District may post signs notifying users of restrictions or other rules and regulations and the applicant agrees to abide by and comply with any such postings.
5. No commercial concessions may be operated, nor charge or donation requested of the public on the premises.
6. Upon completion of the event, the area shall be restored to a litter free condition. The applicant agrees to be responsible for costs incurred by the District for repairs or cleanup by the District.
7. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the District.

8. Destruction, damage, or removal of any vegetation or defacement of property is prohibited. The applicant agrees to be responsible for all such damage.
9. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the right to use the premises. The activity may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.
10. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of the District.
11. No alcoholic beverages are permitted. Consumption of alcoholic beverages on the premises shall be cause for revocation of the right to use the premises and immediate expulsion.
12. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.
13. All reservations will be subject to time limitations and use limitations, and may be subject to other conditions or restrictions, as set forth in the application. Users must vacate the area at the time designated on the permit. Failure to comply with the time restraints may be considered a forfeiture of the deposit check.
14. Due to concerns about the turf conditions, the District reserves the right to cancel an event if it is deemed that the turf conditions are poor or the activity will cause damage. It is the responsibility of the applicant to know the status of the park to maintain safe turf conditions. The park may not be used when any of the following conditions exists:
  - a. Water standing on the turf or lawn areas;
  - b. 1/2 inch or more of moisture has fallen within the previous 24 hours, causing ground saturation;
  - c. Snow covers the turf (Snow removal by user groups will not be permitted.);
  - d. Where grass is sparse or turf is worn badly and ground is saturated;
  - e. Frost is visible on the turf;
  - f. Turf can be displaced or dislodged from the ground;
  - g. Mud cakes or clings to shoes; or
  - h. Steady rain is falling.
15. The District reserves the right to cancel any activity and disperse its participants, if any rules, policies, procedures, and park regulations are not complied with during any portion of the rental.
16. Applicant accepts full responsibility for all guests and agrees to be financially responsible for any damage caused by them, even if such costs exceed the amount of the Deposit. Applicant releases and agrees to fully indemnify and defend the District and its representatives from all liability resulting from Applicant's use of the District's facilities. Applicant agrees to save, indemnify, defend and hold harmless the District and its officers, directors, agents, employees, contractors and subcontractors against any and all damages,

losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees incurred by the District arising out of any claim asserted by the applicant, his or her family, guests, employees, invitees or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the facilities. Applicant hereby releases, waives, discharges and covenants not to sue the District, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which the Applicant now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the facilities by the applicant, or any person using the reserved facilities. Applicant expressly agrees that this reservation, release and indemnification is intended to be as broad and inclusive as is permitted by the law of the state of Colorado, and further that if any part hereof is held invalid, the remainder of shall continue in legal force and effect.