

**FOURTH STREET CROSSING BUSINESS IMPROVEMENT DISTRICT
RULES AND REGULATIONS**

Adopted and Effective as of: May 7, 2021

INTRODUCTION

These Rules and Regulations (“Rules and Regulations”) have been prepared by the Board of Directors (“Board”) of the Fourth Street Crossing Business Improvement District (the “District”). These Rules and Regulations are adopted as provided by Section 31-25-1212, C.R.S. The District has the right, at any time, in its sole discretion, to delete from, add to, or otherwise change these Rules and Regulations.

As of the effective date, these Rules and Regulations are enforceable by the District as provided by applicable law. No interpretation, approval, variance, or waiver of these Rules and Regulations is valid unless it is in writing duly authorized by 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.

I. GENERAL PROVISIONS

A. Authority. The District is a quasi-municipal corporation and political subdivision of the State of Colorado with those powers that are specifically granted for carrying out the objectives and purposes of the District in Sections 31-25-1201, *et seq.*, C.R.S.

B. 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, functions, and use of District-owned property.

C. 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 public and the property owners, customers and employees of businesses within the District.

D. Purpose. The purpose of these Rules and Regulations is to provide for the orderly control, management, operation, and maintenance of the parking structure, roadways, walkways, landscaping, and common areas the District owns, as further described in **Exhibit A**, attached hereto and incorporated herein, including any future expansion of said facilities (collectively, the “Facilities”).

E. 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 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.

F. Amendment. It is specifically acknowledged that the District shall retain the power to amend these Rules and Regulations as it deems appropriate and any such amendments shall be periodically incorporated into 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.

G. Liability. The District shall not be liable to any person for damages or injury sustained on the Facilities, including but not limited to damages or injury sustained due to the negligent operation of any automobile upon the Facilities, blockage or interruption of storm sewer systems causing backup or flooding; damage to or removal of traffic or safety systems, voluntary entry and usage of the Facilities, or for the District taking action related to the Facilities that the District deemed necessary or appropriate. The District shall have no responsibility for notifying users of the Facilities of any hazard, blockage, or dangerous condition of the Facilities. Nothing in these Rules and Regulations shall be construed as limiting the applicability of the Colorado Governmental Immunity Act to the District.

II. USE OF FACILITIES

A. General Use. The Facilities are open to the general public in accordance with these Rules and Regulations as set forth herein and as may be amended from time to time. The Facilities serve retail and commercial development within the District, as well as the residential properties located within Fourth Street Crossing Metropolitan District, which are directly adjacent to the Facilities. The District reserves the right to deny entrance to and/or use of the Facilities or to request law enforcement to remove any person or persons from the Facilities in any case where the conduct of such person or persons involves a hazard or nuisance to tenants, guests, invitees or other users of the Facilities or the general public; or in the event of any emergency, riot, civil commotion or similar disturbance involving risk to the District and/or to the public.

B. Security. By using and accessing the Facilities, the user consents to being subject to audio and/or video surveillance.

C. Trash Receptacles. The District-maintained trash receptacles and containers include those located within District-owned property, including the District's common space area and as described in **Exhibit A**, and do not include the trash receptacles and containers located within the public right-of-way. Trash receptacles and containers are for the exclusive use of the commercial tenants and their customers and for the condominium owners, residents, and tenants pursuant to the terms of that certain Easement Agreement recorded in the Summit County Clerk and Record Real Property Records on July 2, 2019 at Reception Number 1201780.

III. PARKING STRUCTURE

A. Generally. The parking structure located within the District's boundaries as part of the Facilities (the "Parking Structure") shall be open to the general public in accordance with these Rules and Regulations. The District is not responsible for any items lost or stolen from vehicles in the Parking Structure.

B. Parking Structure Restrictions. The Parking Structure serves the retail and commercial development within the District and is intended to benefit the customers of such retail and commercial properties.

C. Short-term Exclusive Parking. The District may designate certain parking spots for the exclusive use of short-term parking for purposes including but not limited to retail deliveries, customer pickups, ride sharing programs, and temporary parking of snow removal equipment.

D. Rules Specific to Parking Structure:

1. The Parking Structure shall be used only as a public parking facility for automobiles, motorcycles, and bicycles and for uses ancillary thereto and for no other purpose whatsoever, including, without limitation, the storage for any purpose, installation of automobile accessories, automobile repairs, servicing, or bodywork. Notwithstanding the foregoing, the District, in its sole discretion, may permit the Parking Structure to be used for tertiary purposes, such as transit facility, however, such authorization must be obtained from the District in writing by issuance of a special permit. In the event the District permits the Parking Structure to be used for a tertiary purpose, maintenance and security shall not be the District's responsibility.
2. No person shall use any roadway or walkway within the Parking Structure except as a means of ingress to and egress from the Parking Structure. Such use shall be in an orderly manner and in accordance with directional or other signs or guides. Walkways shall only be used for pedestrian travel.
3. Roadways shall not be used at a speed in excess of five (5) miles per hour, or as otherwise posted, and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers.
4. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places.
5. No vehicle shall be parked in a manner that impedes the District's snow removal operations.
6. Vehicles may not remain parked in the same parking stall for more than 24 hours.
7. Pursuant to C.R.S. § 42-4-1213, parking stalls designated as electric vehicle ("EV") charging stations are restricted to electric vehicles only and for the purpose of charging such EV. A vehicle may not utilize an EV charging station for a period that exceeds the time period posted. Failure to comply with the requirements in this Subsection III.D.7 may result in a penalty of \$150 plus a surcharge pursuant to C.R.S. § 42-4-1701(4)(a)(I).
8. Bicycles shall be secured only to designated bike racks.

9. No person (other than authorized personnel) shall enter or use any utility area or other area reserved for non-public use.

E. Parking Structure Enforcement

1. The Parking Structure shall be subject to Chapter 2 of Article VII of the Town of Silverthorne Municipal Code, as amended from time to time, which regulates parking enforcement measures on government-owned property.
2. No automobiles, motorcycles, or bicycles may be parked in the Parking Structure for longer than twenty four (24) hours. Any vehicle left in the Parking Structure for longer than twenty four (24) hours is subject to fines, towing, or immobilization (including booting).
3. The District reserves the right to have any vehicles, property, or equipment placed or used in the Parking Structure in violation of these Rules and Regulations removed, towed or immobilized (including booting) at the owner's cost and expense in accordance with the requirements of the Town of Silverthorne Municipal Code, Article VII, Chapter 2, as amended from time to time.
4. Fees. The District may, from time to time, impose certain fees, rates, or charges for the use of the Parking Structure. Any such fees, rate, or charges will be imposed, due, and owing in accordance with a separate resolution of the District. Further, any such fees, rates, or charges may be increased or decreased from time to time, in the discretion of the District.

IV. ROADWAYS AND WALKWAYS

A. Generally. No person shall use any roadway or walkway owned by the District except as a means of egress from or ingress to the Facilities. Such use shall be in an orderly manner and in accordance with directional or other signs or guides. Travel on District property is limited to designated sidewalks, paths and drives.

B. Restrictions.

1. Roadways shall not be used at a speed in excess of five (5) miles per hour, or as otherwise posted, and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers.
2. Walkways shall only be used for pedestrian travel.
3. No tractors, mobile homes, recreational vehicles, off highway vehicles, snowmobiles, trailers without wheels, boats and other watercraft, golf carts, and boat trailers are allowed to use the roadways or walkways without the written

permission from the District and evidence of such permission is displayed in a location visible from outside the vehicle.

4. No vehicles or trucks are allowed to use the Facilities that exceed the height, length, or load capacity limits of adjacent streets or as designated by the District.
5. Vehicles that do not have current operating licenses shall not be permitted to use the Facilities.

V. GENERAL PROHIBITIONS

Except to the extent the following prohibitions are forbidden by law, no person shall, in or on any part of the Facilities do any of the following:

- A. Use the Facilities for public assembly or organized events without the District's prior written approval. Any person desiring to use the Facilities for public assembly or an organized event must obtain a permit from the District. Permits are issued in the complete discretion of the District's Board of Directors on a first-come first-serve basis and in the form attached hereto as **Exhibit B** and the District may impose fees and deposit requirements to rent the Facilities. Any member of the general public desiring to reserve a part of the Facilities must do so in conjunction with a property owner or business within the District's boundaries. To request a permit, please contact the District's Scheduling Manager, Scott Vollmer, at (303) 216-0420, svollmer@milenderwhite.com;
- B. Enter or use any utility area or other area reserved for non-public use;
- C. Vend, peddle, solicit orders for, or distribute any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever without the District's prior written approval;
- D. Block any sidewalk by stopping on or across the sidewalk for the purpose of picking up or discharging passengers;
- E. Exhibit any sign, placard, banner, notice or other written material or forms of solicitation (except authorized materials relating to the use or operation of the Facilities as approved by the District);
- F. Place retail tenant advertisements or marketing materials of any kind (e.g., A-frame signs, balloons, inflatables, sidewalk painting, etc.) on the Facilities except for those that the District has previously approved for placement;
- G. Distribute any circular, booklet, handbill, placard or other material, including distributing such literature and placing it in or upon any vehicle while parked in the Parking Structure or Facilities;

- H. Place or permit to be placed any sign, advertising material, or lettering on the exterior or the interior of the Facilities, including graffiti or other placement of paint, chalk or other substance on any of the Facilities;
- I. Erect or maintain any obstructions within the Facilities, without limiting the foregoing, no sale, solicitation, storage or display of merchandise or services shall be conducted within the Facilities;
- J. Erect or maintain any fence or barrier without the District's prior written approval;
- K. Solicit membership in any organization, group or association or contributions for any purpose;
- L. Parade, rally, patrol, picket or demonstrate, or engage in any conduct that might tend to interfere with or impede the use of the Facilities;
- M. Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind;
- N. Use any sound-making device of any kind or create or produce in any manner noise or sound that is annoying, unpleasant, or distasteful to occupants or permittees;
- O. Deface, damage or demolish any sign, light standard or fixture, landscaping material or other improvement within the Facilities or the property of customers, business invitees or employees situated near the Facilities;
- P. Remove or destroy 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;
- Q. Do anything which (i) violates any law, ordinance or regulation, (ii) constitutes a hazardous use or public or private nuisance, or (iii) violates, suspends or voids any policy or policies of insurance on the Facilities;
- R. Use or place any Hazardous Materials in, on, or about the Facilities (provided that gas and oil in gas tanks and engines of vehicles parked in the Parking Structure shall not be deemed Hazardous Materials for purposes of this paragraph). "Hazardous Material(s)" shall mean any hazardous, toxic, flammable, explosive, noxious or radioactive substance, material, matter, or waste which is or becomes regulated by any federal, state, or local law, rule, regulation, code, ordinance, or any other governmental restriction or requirement;
- S. Skateboard, rollerblade, ride a scooter, or otherwise use the Facilities for recreational purposes;

- T. Sleep in, on or about one's vehicle or otherwise use the Facilities for camping or residential accommodation;
- U. Loiter, panhandle, sleep, fish, bathe, camp, urinate/defecate, litter, consume illegal drugs or cannabis products;
- V. Consume alcohol, unless authorized pursuant to a permit approved by the District;
- W. Smoke or vape (including e-cigarettes) except in designated areas;
- X. Unleash or fail to attend to pets; or
- Y. Use the Facilities for the conduct of a vendor's business, including the stopping, standing, or storage of vehicles which are utilized by the vendor in the conduct of the vendor's business or which have been accepted by the vendor for repair or the provision of some similar service.

The listing of specific prohibited items is not intended to be exclusive, but to indicate in general the manner in which the right to use the Facilities is limited and controlled by the District.

VI. ENFORCEMENT OF RULES AND REGULATIONS

A. Compliance. These Rules and Regulations and policies adopted by the District pursuant hereto provide the District procedures and methods to ensure compliance with these Rules and Regulations. All users of the Facilities shall abide by these Rules and Regulations and all other requirements as adopted by the District. All users shall pay fees, penalties, and other charges as they become due and shall present all required permits or authorization for inspection by District representatives upon request. The District will exercise these remedies in its sole discretion and any waiver of remedies shall not be deemed an amendment of the Rules and Regulations. No waiver will be deemed or construed as a continuing waiver.

B. District Remedies. If any action by a user of the Facilities is in violation of these Rules and Regulations, the District will, in its sole discretion, initiate procedures to obtain compliance with these Rules and Regulations to the fullest extent allowed by law. The District's remedies include, but are not limited to: (i) the right to levy monetary fines and penalties for violation of these Rules and Regulations, as provided further in Section VI.C below; (ii) the right to suspend a person's right to use the Facilities; (iii) the right to have any vehicles, property or equipment placed or used in the Facilities in violation of these Rules and Regulations removed, towed or immobilized (including booting) at the owner's cost and expense; and (iv) the right to seek injunctive relief and any other remedies available under the law. The District shall be entitled to the recovery of the reasonable costs thereof from the owner of the vehicle. The District may, but is not required to, post notice on any vehicle violating these Rules and Regulations prior to towing or booting. Any user who violates these Rules and Regulations shall also be liable civilly to the District and shall be subject to removal from District property and denial of further access to use thereof.

C. Monetary Penalties. Violators of any of the provisions of these Rules and Regulations shall be subject to criminal and civil penalties.

1. Pursuant to C.R.S. §§ 18-9-117 (3)(a) and (b), any violation of these Rules and Regulations is a misdemeanor and violators shall be subject to criminal penalties enforceable by authorized law enforcement officers.

2. A violation of any of the Rules and Regulations is subject to any and all civil remedies available to the District under Title 31, C.R.S. or other applicable laws. Any violation of these Rules and Regulations relating to the Parking Structure will result in a written warning for the first violation; a penalty of \$50.00 for a second violation; and a penalty of \$75.00 for any third and subsequent violation, and actual costs and attorneys' fees the District incurs. Any other violation of these Rules and Regulations will result in a written warning for the first violation; a penalty of \$500.00 for a second violation; and a penalty of \$1,000.00 for any third and subsequent violation, and actual costs and attorneys' fees the District incurs. Such penalties shall be due and payable immediately. The District may increase or decrease the amounts of such penalties from time to time, in its sole discretion. Pursuant to Section 31-25-1212(1)(k), C.R.S., any and all fines until paid shall constitute a perpetual lien against the property served and may be collected in any manner provided by law. The District may collect such penalties, charges, costs and fees by any means authorized by law. In addition, as provided in Section VI.B above, failure to pay any fines when due may result in termination of access to the Facilities. Nothing herein shall restrict the powers of the District in the enforcement of these Rules and Regulations.

EXHIBIT A

EXHIBIT B
FACILITIES RESERVATION PERMIT APPLICATION

FACILITIES RESERVATION PERMIT APPLICATION

**Submit application of Permit to:
Scott Vollmer, District Scheduling Manager
(303) 216-0420, svollmer@milenderwhite.com
Fourth Street Crossing Business Improvement District
Board of Directors will review the application**

Describe Rental Area: _____

Responsible Party Name: _____

Address: _____

Phone Number: _____ Email: _____

Date of Event: _____ Hours: _____ a.m./p.m. to: _____ a.m./p.m.
(shall not exceed 72 hours)

Anticipated No. of Persons: _____

Type of Event: _____

Special Requests: _____

Purchase/Consumption of Alcohol at Event? _____ YES _____ NO

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

In addition to the Rules and Regulation for Fourth Street Crossing Business Improvement District, the following are conditions of the permit:

1. A Fee Schedule is attached hereto as Exhibit 1. If required by the District, the applicant shall submit the required fee and/or deposit to the District at the time of application submittal.
2. At termination of use, the Facilities shall be restored to a litter-free and swept clean condition. All trash, containers, rental items, and equipment are to be removed immediately following the use of the Facilities.
3. The applicant shall notify the District in its application if additional security or traffic control measures are required, and the District will not assume any financial responsibility therefore.
4. Tents, booths, stands, canopies, etc. are prohibited without the express written consent of the District.

5. There shall be no permanent affixing of tents, tables, or other fixtures or items to District property and no driving of stakes into the ground.
6. If required by the District, the applicant shall arrange for portable sanitation facilities/comfort stations and shall be solely responsible for the timely delivery/pickup and costs thereof.
7. A copy of this permit must be in the possession of the applicant or its designated representative and presented to the District or law enforcement personnel upon request.
8. 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 the Facilities. The applicant shall indemnify, defend, and hold harmless the District, its members, directors, officials, agents, and employees from and against any and all claims, demands, suits, actions, judgements, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent they arise from or are alleged to arise from the applicant's use of the Facilities.
9. The District prohibits discrimination of any kind in the issuance or enforcement of permits. Permits are issued on a first-come first-serve basis in the complete discretion of the District.
10. The maximum time period the Facilities may be rented is 72 consecutive hours and under no circumstances shall the applicant rent the Facilities more than six times per year, unless such limitations are waived in the sole discretion of the District.
11. If alcoholic beverages will be made available for purchase and/or consumption at the event, applicant is responsible for complying with all rules, regulations, ordinances, and laws applicable to the purchase and/or consumption of alcohol.
12. The applicant shall obtain, carry, and maintain insurance in the type and amount based on the intended use and determined by the District in its sole discretion.

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

Signature of Applicant: _____

Date: _____

District Use Only:

Approved: _____

Date: _____

Deposit Required: _____ No _____ Yes _____ Amount

Type & Amount of Insurance: _____

Additional Conditions: _____

Exhibit 1 to Facilities Reservation Permit Application

FEE SCHEDULE

Type of Event	Amount of Fee