

Long-Term Storage Parking Lot Policy

1. Type of Usage
 - a. Primary usage of the lot is for vehicle storage. It is not intended for the storage of miscellaneous items such as lumber, extra tires, gas cans, etc.
 - b. One space will be reserved for oil changes (just *outside* of the lot, near the garage). There is no charge to use the “oil change” space, and it is available 24/7.
 - c. Cars, trucks, boats, RVs, snowmobiles, trailers, and other vehicles are all allowed.
 - d. All vehicles must have a current registration and be operable.
 - e. Maximum vehicle length allowed will be 18 feet for “Regular” spaces, however there are three spaces that can accommodate RVs.
2. Who Can Use the Lot and When
 - a. Parking spaces are intended primarily as a benefit for Dillon Valley East Condominium Association (DVE) owners who are in good standing.
 - b. Renters may use the lot, based on space availability, at the discretion of DVE staff.
 - c. Owners may not allow renters to use their space – renters must register independent of their landlord.
 - d. Spaces will be assigned on a first-come first-served basis.
 - e. Length of stay will be unlimited so long as the space is paid to-date (see exceptions in section #4 below).
 - f. Owners and renters may occupy multiple spaces (see exceptions in #4 below).
 - g. Access to the lot is available 24 hours per day, seven days per week – you will be given the combination to the gate padlock during registration.
3. The vehicle listed on the registration form must be parked in your assigned space within 10 days of registering or you will be deemed to have vacated the lot and you will then be placed at the bottom of the waiting list if the lot is full.
4. If Demand Exceeds Supply: Determination of Priority
 - a. First out: Renters will be asked to vacate any additional spaces they are using.
 - b. Next Out: Owners will be asked to vacate any additional spaces they are using.
 - c. Next Out: Renters will be asked to vacate their only space on a “first in, last out” basis.
 - d. Anyone asked to vacate will have 10 business days to comply. If you do not vacate by noon on the 10th day, we will have your vehicle towed and stored off the property at your expense.
 - e. You can add your name to a waiting list of people requesting a space.
5. Fees and Billing
 - a. DVE will collect a deposit of \$100 at registration. When you vacate your space, DVE will return the deposit less any outstanding fees or expenses incurred.
 - b. An annual fee will be charged to offset the costs of building and maintaining the lot. This fee will be reviewed annually and is subject to change.
 - c. The fee for a Normal Space is \$120 per year.
 - d. The fee for an RV Space is \$240 per year.

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- e. The fee for your first year will be pro-rated (unless you register in the month of August). At registration, you will be required to pay in-full through August 31st. Only full months will be counted.
 - f. For subsequent years you will be billed on the 1st of August with payment due on the 1st of September.
 - g. If we have not received your annual fee by September 15th your vehicle will be removed and stored at your expense, and you will be placed at the bottom of the waiting list if the lot is full.
 - h. You may vacate the lot at any time. You will receive a refund for unused "full months." No refunds will be given for "partial" unused months. Allow 30 days to receive your deposit and refund check.
 - i. Payment is by check or cash to Dillon Valley East Condominium Association. Do not send cash by mail. Payments may be delivered to either the clubhouse, offices of Basic Property Management in person or by mail.
Payment addresses:
Dillon Valley East Condominium Association
P.O. Box 4941
Dillon, CO 80435
Basic Property Management
325 Lake Dillon Drive, 2nd Floor
P.O. Box 4844
Dillon, CO 80435
6. Complications Due to Snow Accumulation
 - a. Only isles will be plowed.
 - b. Your vehicle will likely become "snowed-in" because of our plowing.
 - c. It will be the sole responsibility of the vehicle owner to dig themselves out should your vehicle get snowed in.
 7. Additional Rules of Use
 - a. Park inside of the painted lines.
 - b. If you cannot see the painted lines due to snow accumulation, then center your vehicle on the "hanging tag with your space number".
 - c. Lock the gate behind you as you leave.
 8. Enforcement
 - a. The "Fine Schedule for All Other Rules and Regulations" (on the last page of the DVE Rules and Regulations) will apply.
 9. Waiver of Responsibility
 - a. Users of the lot must first register their vehicle at the clubhouse and sign a "Waiver of Responsibility".
 - b. Unauthorized users of the lot may have their vehicle towed without warning at their expense.

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- c. The DVE staff will contact you if we need to have your vehicle moved for lot maintenance or otherwise. If you do not respond, we may have your vehicle towed off the lot and then back onto the lot at your risk and expense.
10. This policy may be changed at any time by the Board of Managers.

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Name: _____ Lot #: _____ DVE Unit #: _____

Release and Waiver of Liability

In consideration of receiving permission from the Dillon Valley East Condominium Association Homeowner's Association (DVE HOA) and/or Basic Property Management (BPM), to enter upon and use the Long-Term Storage Parking Lot (Premises) for the purpose of storing a vehicle(s), and for other good and adequate consideration, the undersigned agrees as follows:

1. Waiver. The undersigned, to the fullest extent permitted under the laws of the State of Colorado, hereby expressly waives the right, and the rights of his dependents, heirs, executors, administrators, assigns and other legal representatives, to sue or make any claim against BPM and/or the DVE HOA, its officers, employees, directors, parent or affiliates, for losses, injuries, obligations, costs and expenses arising from or due to damages sustained during the time in which the undersigned has a vehicle stored on the Premises, including personal injuries, losses, or damages caused by the active or passive negligence of BPM and/or the DVE HOA, or the condition of the Premises or any other reason or cause.

It is the express intention of the parties hereto that the provisions of paragraph (1) shall provide the DVE HOA and/or BPM with the broadest protection possible as permitted by the laws of the State of Colorado and any interpretation or construction of these terms shall be governed by the laws of the State of Colorado. The provisions of paragraph (1) shall not be deemed waived or affected in any way because of the fact that the DVE HOA and/or BPM does or does not presently, or may or may not in the future, carry insurance coverage against claims or losses caused by or resulting from damages or injury to person or property while using the Premises.

I have read and agree to comply with this waiver and these policies:

Signed: _____ Tel: _____

Printed Name: _____ Date: _____

Vehicle Make: _____ Model: _____ Color: _____

License Plate Number: _____ State: _____ Plate Registration Date: _____