

DVE Long-Term Storage Lot Policy

Effective October 1, 2025

The Long-Term Storage Lot at Dillon Valley East is intended for the use of DVE owners and use of the lot is subject to this policy.

1. Permitted Uses and Access

- a. The Long-Term Storage Lot is to be used for vehicles, boats, campers, RVs, trailers, snowmobiles, etc. The storage of miscellaneous items such as lumber, construction materials, extra tires, gas cans, etc. is not allowed.
- b. All vehicles/trailers must be operable and have a current registration.
- c. Maximum vehicle/trailer length is as follows:
 - i. Spaces 1-51: 18 feet
 - ii. Spaces 52-60: 22 feet
- d. Vehicles/trailers must be parked inside the painted lines
 - i. If snow accumulation obscures the painted lines, please center your vehicle using the hanging tag displaying your assigned space number as a reference.
- e. During the winter months, snow removal will be limited to the driving aisle only. Individual spaces will not be cleared, and vehicles may become snowed in. It is the vehicle owner's sole responsibility to dig out their vehicle if this occurs.
- f. One space (just *outside* of the lot, near the garage) is reserved for oil changes/maintenance. There is no charge to use the "oil change" space, and it is available 24/7.
- g. Access to the lot is available 24 hours per day, seven days per week. The gate padlock combination is provided at the time of registration. Please ensure the gate is locked after exiting.

2. Storage Lot Eligibility

- a. Long Term Storage Lot spaces are available to DVE owners who are in good standing (i.e. in compliance with governing documents and current on dues, assessments, and any other financial obligations to the HOA).
 - i. Owners may not allow their tenants to use their Long-Term Storage Lot space

- b. Tenants may use the Long-Term Storage Lot at the discretion of DVE staff, based on availability.
 - i. If there is a waiting list, priority is given to owners.
 - ii. If there is a space available and no owners on the waiting list, a tenant may rent a space until the next renewal date (October 1st).
 - 1. At the time of renewal, the tenant may rent the space again only if there are no owners on the waiting list.
 - 2. If there is an owner on the waiting list for a space, the tenant's space will not be renewed and the space will need to be vacated by the renewal date (October 1st).
- c. Owners may rent a second space at the discretion of DVE staff, based on availability.
 - i. If a space is available and there is no waiting list, owners may rent an additional space until the next renewal date (October 1st).
 - 1. At the time of renewal, the owner may rent the space again only if there is no waiting list.
 - 2. If there is a waiting list, the owner's additional space will not be renewed and the space will need to be vacated by the renewal date (October 1st).
- d. A waiting list, when necessary, will be maintained by DVE staff. Owners and tenants may join the waiting list at any time by contacting the clubhouse and will be offered available spaces as outlined in Section 2(a-c).
- e. Anyone asked to vacate the lot for any reason will have 10 business days to comply. If the space is not vacated by noon on the 10th day, the vehicle will be towed and stored off the property at the owner's expense.

3. Fees and Billing

- a. An annual fee will be charged to offset the costs of maintaining and improving the lot. This fee will be reviewed annually and is subject to change based on demand and comparable market rates.
- b. Beginning October 1, 2025, the annual fee for renting a space is:
 - i. Spaces 1-51 (18 feet): \$480
 - ii. Spaces 52-60 (22 feet): \$600
- c. Beginning October 1, 2026, the annual fee for renting a space is:
 - i. Spaces 1-51 (18 feet): \$960
 - ii. Spaces 52-60 (22 feet): \$1200
- d. The renewal date for spaces is October 1st, and owners can renew their space as long as the rental fee is received by November 15th. If the rental

fee is not received by November 15th, the renewal will be considered forfeit and the space will need to be vacated. See Section 2(e).

- e. Fees will be prorated for those who register after the renewal date in full-month increments. Partial month payments are not accepted.
- f. You may terminate your space rental at any time by notifying DVE staff in writing. You will receive a refund for any full unused months. Refunds will not be issued for partial unused months, even if the space is vacated before the month ends.

4. Enforcement

- a. Users of the Long-Term Storage lot must register their vehicle/trailer at the clubhouse, agree to the rules of this policy, and sign a "Release and Waiver of Liability."
- b. Failure to comply with these rules may result in fines according to "Fine Schedule for All Other Rules and Regulations" (on the last page of the DVE Rules and Regulations) and/or the removal of your vehicle at the owner's expense. See Section 2(e).

Last Name: _____ Space #: _____ DVE Unit #: _____

Release and Waiver of Liability

In consideration of receiving permission from the Dillon Valley East Home Owner'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 understand the Long-Term Storage Lot policy, and I agree to abide by its terms and this Release and Waiver of Liability.

Signed: _____ Tel: _____

Printed Name: _____ Date: _____

Vehicle Make: _____ Model: _____ Color: _____

License Plate Number: _____ State: _____ Plate Registration