Ranch at Roaring Fork RRF "RV Lot" Storage Area Rules of Use

(Revised March 5, 2018)

INTRODUCTION

In accordance with Section 6.9(g) of the Ranch Declaration, the Ranch has provided a designated storage compound (commonly known as the "RV Lot" and so referred to herein) where Ranch Owners and their authorized tenants may store and maintain campers, running gear, boats, trucks, trailers, snowmobiles or other such vehicular machines, subject to and in accordance with these Rules of Use.

Except with the specific written consent of the Board of Directors (which may be granted or withheld in its discretion), the RV Lot is not to be used for the storage of commercial vehicles or equipment, nor for the storage of inoperable or never-used vehicles or other inoperable or unused items. Stored vehicles or trailers are not to be permanently parked and used as "storage sheds."

RULES OF USE

- 1. Permits must be obtained and renewed annually. An annual fee will be required, in an amount established from time to time by the Board of Directors. The fee will be for the period April 1 through March 31 (a "Permit Year") or for the homeowner's or tenant's lesser period of use and occupancy. Fees are not subject to proration or refund. No permits will be issued to any owner or tenant for more than one (1) space unless and until each owner or tenant who has applied for a space on or before the beginning of the Permit Year has been accommodated (that is, at the start of each Permit Year, each owner or tenant applying for a space shall receive a permit for one space before any owner or tenant receives a permit for more than one space).
- 2. The vehicle, trailer, or other property permitted to be stored at the RV Lot (the "Stored Property") must be owned by a homeowner or by a direct, live-in relative of the homeowner or by a tenant.
- 3. The homeowner must co-sign the registration of a tenant's Stored Property and will be responsible for the tenant's correct use of the RV Lot. For example, if a tenant abandons a vehicle, the homeowner will be responsible for removing it from the RV Lot at his/her own expense.
- 4. In the case of any Stored Property that is required to be registered and licensed for use under Colorado law, the Stored Property must have a current Colorado license and be registered to the homeowner or tenant. In certain circumstances valid out-of-state registration may be accepted.
- 5. No material may be stored on the ground next to or on top of a vehicle. This includes, among other things, construction materials, furniture, etc.
- 6. A specific space (or specific spaces) will be designated. Stored Property may be segregated by size and use and the Ranch has no responsibility to provide

- adjacent spaces to an Owner or tenant storing more than one item of Stored Property.
- 7. The Ranch reserves the right, at its discretion, to change the space assignments as needed.
- 8. The Board may authorize the construction and maintenance of a storage rack that will accommodate a number of small watercraft such as canoes and kayaks. If so constructed, rack space will be made available on a first come first served basis but no Owner will be permitted to use and occupy more than one rack space unless all other Owners desiring rack space have been accommodated. The Board will establish fair and reasonable fees for use of the rack spaces.
- 9. Owners and tenants are not permitted to make improvements within the RV Lot and are to use and maintain the designated spaces "as is"; provided, however, that with the specific written permission of the Board of Directors (which may be granted or withheld in its discretion) protective covers or roofs may be permitted.
- 10. Owners and tenants are required to maintain their assigned space(s) and their Stored Property in neat and orderly condition at all times.
- 11. Owners and tenants agree to move the Stored Property upon fifteen days notice from the Ranch as needed for RV Lot maintenance and other Ranch purposes. If an Owner or tenant fails to comply in timely fashion with a Ranch request to move Stored Property, the Ranch has the right to move the Stored Property with no liability for any loss or damage resulting from such move and the Owners and tenants expressly release the Ranch from any liability or claims.
- 12. Use of the RV Lot is entirely at the risk of the Owners and tenants choosing to use the same. The Ranch expressly disclaims any responsibility whatsoever for Stored Property. The RV Lot is a light security area and users accept all risks of theft, damage or loss.
- 13. A combination and/or key will be provided to authorized users of the RV Lot. The combination and/or key may be changed at any time by Ranch management. An effort will be made to provide reasonable advance notice of any such change.
- 14. All Stored Property must be stored only inside the fenced area of the RV Lot; provided, however, that: (a) horse trailers may be stored outside the fenced area in locations approved by the Board; and (b) the Board may approve and authorize other storage outside the fenced area at locations, for durations, and on terms and conditions (including fees) that the Board may approve from time to time, in writing, in its sole discretion.
- 15. Owners and tenants are required to acknowledge receipt and acceptance of RV Lot rules prior to use.
- 16. Without limitation, fines of up to \$100/day may be levied for Rules violations.