

**ALPINE MEADOWS PROPERTY OWNERS ASSOCIATION  
MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS  
OF  
OCTOBER 16, 2018**

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Board Members Present: Rick Barnard (by phone on October 15), Happy Fowler (phone, October 15), John Bruno, Honeydew Murray, Jerry Clark (President), Jim Martin (Vice President), Elizabeth Smith (Secretary-Treasurer, by phone on October 18)

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The meeting was called to order by Jerry Clark at 2:30 pm MST, who, noting that proper notice had been given for the meeting and a quorum was present, stated that the meeting was properly constituted for business.

The Board reviewed and discussed the issue of Amending the Covenants to set limits for renting of Members' homes and the terms that should be incorporated into an update of the Rules and Regulations for Renting.

After discussion and review, all Members agreed on the basic terms for both documents (copy attached) and agreed to empower Jerry to work with the HOA's legal counsel (Beth Appleton) to draft an Amendment and a new Rules and Regulations document and an Enforcement Policy, all designed to properly implement the plan to address the renting situation in the Association.

The Board will meet again to review the new drafts once they are completed.

There being no other business to discuss, the meeting concluded at 5:00 pm.



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Gerald F. Clark  
President

## Outline: Amendment to the Covenants Re Rentals

1. Homeowners who wish to rent their homes must register with the HOA by providing to the Board all information set out in the HOA's Rules and Regulations and Policies regarding renting as the Board may issue, including but not limited to verification of Renter's insurance of coverage levels as the Board deems necessary.
2. Homeowners who rent must abide by the Rules and Regulations concerning renting of Homeowner's property, which the Board will issue and update from time to time.
3. Renting one's home is not allowed unless an HOA approved waiver of liability is signed by the prospective renter and provided to the Board in advance of the rental. This waiver also applies to use of Nicholson Lake, Activities on which are done at one's own risk. Under this waiver, renters shall assume all liability related thereto, and release the Association from any and all damages, costs, claims, liabilities and expenses as a result of said use. Homeowners are liable for any claims (lake use or otherwise) made by their renter against the HOA.
4. Any Member who rents their property, regardless of whether they have secured a signed release of liability, shall be deemed to have fully indemnified the Association, and will be required to defend and hold harmless the Association from any and all claims that may arise as a result of the rental of the Member's property.
5. Owners shall be responsible for any violations and assume liability for any damages or claims made by renters against the HOA.
6. Damage by a renter to common area/HOA property is the owner's responsibility.
7. Renters and all non-owner occupants are expected to abide by the rules and courtesies that are common to the neighborhood
8. Each non-owner occupant shall be held to the same covenants and restrictions as the owner of the property.
9. Current Homeowners as of the date this Amendment is ratified may only rent their homes 3 times between the six month period May 1 to October 31. An additional 3 rentals are allowed for the six month period November 1 through April 30. Each of the rentals in these "rental periods" can be of any duration. By inference, Homeowners can also have one rental that covers more than six months. A "house trade" with a third party is treated as a rental.
10. Homeowners who purchase their homes after the date this Amendment is ratified may only rent their home for a total of 7 days each of their first three years of ownership. After those three years, they may rent their homes on the same basis as other Members who have purchased their homes before the date this Amendment is ratified.
11. Only two cars are allowed on the property for each rental. The Board shall also have the authority to boot, remove or tow a renter's vehicle illegally parked.
12. Homeowners cannot reside on a property while a "guest space" is rented to a 3rd party. A "guest space" is defined as any space on the homeowner's property, whether part of or separate from the main residence. Exceptions

may be made by the Board but shall be limited to no more than two people in the rental party, and only where the Homeowner requires their presence to assist with the Homeowner's health or physical impairment, or for the Homeowners personal safety (such as may exist for an elderly person living alone). Exceptions will not be made if the Board determines the predominant purpose of the rental is to generate additional rental income.

13. The Board shall have the authority to set reasonable fines for violation of renting limits, including monetary fines as well as further restrictions on the number of weeks one can rent (up to and including a revocation of renting privileges), as well as other such things the Board deems necessary for enforcement of this amendment to the Covenants.

DRAFT

## **ALPINE MEADOWS PROPERTY OWNERS ASSOCIATION RULES AND REGULATIONS FOR SHORT-TERM AND LONG-TERM RENTALS**

At the 2017 Annual Meeting of the Alpine Meadows Property Owners Association (the "Association" or the "HOA"), the HOA discussed the growing trend in the Crested Butte area for increased renting of homes for short and long-term periods, and what, if any, limitations, rules, or regulations should be considered for our Alpine Meadows neighborhood. This issue was again raised at the 2018 Annual Meeting. After discussion and review of the current state of rentals in our neighborhood, the following conclusions have been reached and are agreed:

- We recognize the desires of individual Members who wish to rent out their homes from time to time. At the same time, we seek to maintain the character and identity of Alpine Meadows as a quiet neighborhood predominantly populated by its Members, and we seek to maintain the ambiance, tenor, and beauty of the neighborhood that results from proper understanding of and respect for the privacy, quiet and support provided to all neighbors, especially those in one's immediate vicinity.
- At the present time, the frequency and number of rentals by Members who wish to let out their homes, and the behavior of rental tenants is not considered acceptable to the neighborhood at large. Also, the behavior of renters themselves has at times, raised concerns in the neighborhood.
- As a result, in [February 2019] the Members of the Association approved an Amendment to the Covenants to impose restrictions on the number and frequency of rental activity of any Member's property.
- To clarify and further detail the terms of this Amendment and the steps authorized to implement these terms, this document sets out the Rules and Regulations that all Homeowners who rent and their renters must abide by, as follows:

1. Homeowners who wish to rent their homes must register with the HOA by providing to the Board all information set out below:
  - Your Name, Address, and Contact information;
  - Contact information of Property Manager; Contact information of leasing Company/Agent
  - Proof of Renters' Insurance, listing Alpine Meadows Property Owners Association as "Additional Insured", with coverage set at a minimum of [\$3 million]. BETH OPINION ON THIS LEVEL OF COVERAGE?
2. Homeowners who rent must provide, in advance of each rental, an HOA approved waiver of liability signed by the renter, the names of the party renting, and how many people are in the party.
3. As set out in the Amendment to the Covenants concerning renting, Homeowners who qualify for full renting privileges are limited to 3 rentals during each six-month rental period of May 1 through October 31, and November 1 through April 30.
4. Immediately following the end of every six-month rental period, the HOA shall request that Homeowners who rent report as to the # rentals they had and the dates of those rentals. Failure to do so may result in reduction of renting privileges. At that time, Homeowners shall also pay a fee of \$50 per rental they had to Alpine Meadows Property Owners Association, to cover costs and time of administering this rental policy.
5. Homeowners must also allow the HOA to contact their leasing/renting agency and their property managers and instruct them to provide information the HOA requests as to the rentals the Member have had.
6. Homeowners who rent and exceed the rental limits established in the covenants will be notified by the HOA of their violation of the rental limits. The excess # of rentals will be deducted from the rentals allowed for this Homeowner for same six-month period of the following year. If they exceed the renting limits a second time, the Board is authorized (in addition to further reducing rentals allowed) to also impose a fine of \$150 for each day the home is rented by the rental(s) which exceed the limit. If the limits are exceeded a third time, fines will again be imposed and renting privileges will be completely rescinded for up to three years at the discretion of the Board.
7. The Board may choose to boot, remove or tow a renter's car illegally parked.
8. Homeowners who are assessed a fine and/or a reduction in renting privileges can contest the fine and request a hearing, as consistent with the HOA's Policy on Enforcement (to be developed...).
9. Each non-owner occupant shall be held to the same covenants and restrictions as the owner of the property. Renters and all non-owner occupants are expected to abide by the rules and courtesies that are common to the neighborhood. Owner is responsible for payment of fines due to violations by their renter, as determined by the Board.
10. In particular, Renters shall follow the following rules:
  - No dogs allowed
  - No speeding on streets.
  - No use of drones.
  - No parties at lake/follow lake rules
  - No intrusive noise; no noxious or offensive activities
  - No intrusive light at night
  - Property kept clean; no trash on property; observe trash pickup dates and place trash in bear-proof containers on the street the morning of (and not before) the trash pick-up date.

- Property not used as a commercial/business establishment
- No parking on street; cars must be parked in driveway and preferably garaged so not visible from street.
- No RVs, boats, trailers etc parked on the property and visible from the street for more than 14 days.
- All HOA rules apply; owner is responsible for payment of fines due to violations by their renter.
- No activities shall be conducted on any property which are or might be unsafe or hazardous to any person or property. This includes no discharging of firearms and no open fires except in built-for-purpose fire-pits which must be attended at all times and completely extinguished after use.
- Be respectful to neighbors