

December 4, 2020

Dear Meridian Lake Meadows Neighbors and Homeowners,

This mailing is being sent to you by the Meridian Lake Meadows (MLM) Board of Directors to notify you of a very important new Policy and Procedure recently adopted and approved by the Board regarding Non-Owner Occupancy. Four important documents are enclosed. Please read each of these carefully;

- 1) The MLM Policy and Procedure regarding Non-Owner Occupancy (NOO)
- 2) Notice to Occupants: Regulations and Restrictions for Owners and Occupants within MLM
- 3) Registration Form for NOO in MLM
- 4) Addendum to Resolution of the Board of Directors of Meridian Lake Meadows, Inc., Adopting Policies and Procedures Regarding Enforcement, dated December 4, 2020

It is important that you familiarize yourself with the new NOO Policy and associated documents as the Policy will take effect once the Board of Directors approves and adopts the Policy, and Regulations and Restrictions **and enforcement will commence from that date**. To be clear, all of the requirements of the Policy apply to any NOO commencing on March 1, 2021, whether booked after that date or before that date.

We are respectfully asking that each Homeowner provides Toad Property Management Company with the information requested within the NOO Registration Form prior to any NOO of your property. For the purpose of clarity, a NOO includes any time your residence is being rented either short or long term; when pet sitters or house sitters are being employed; or when guests are using your home in your absence.

The Board would like to remind all MLM Lot and Homeowners that they are responsible for the actions of their renters, tenants, visitors and guests. It is your responsibility to assure that your renters, tenants, visitors and guests are provided with, and are familiar with the following documents:

1. MLM Policy and Procedures Regarding NOO
2. Notice to Occupants: Regulations and Restrictions for Owners and Occupants
3. Registration Form for NOO in MLM
4. The Declaration of Protective Covenants for Meridian Lake Meadows and all other Rules and Regulations which are available at: <https://toadpropertymanagement.com/clients/meridian-lake-meadows>

Any violations of this Policy and Procedures, Regulations and Restrictions, i.e. the documents identified above, will result in fines assessed against the owner.

Thank you for your understanding and cooperation.

Best regards,

MLM Board of Directors

MERIDIAN LAKE MEADOWS CORPORATION

POLICY AND PROCEDURE REGARDING NON-OWNER OCCUPANCY

The following Policy and Procedure regarding Non-Owner Occupancy (NOO) of property has been adopted by the Board of Directors ("Board") of Meridian Lake Meadows Corporation ("Association") effective: March 1, 2021. For the purpose of this Policy and Procedure, a NOO is defined as any occupancy of an MLM residence where the owner or an immediate family member is not present. An immediate family member is defined as a parent; sibling; adult child by blood, adoption, or marriage; spouse; grandparent or adult grandchild.

1. Owner's Responsibilities

- a) Owners are responsible for any violation of MLM covenants, restrictions, policies or procedures, committed by any occupant, tenant, renter, guest or visitor (hereinafter referred to as occupants). Each owner shall make sure all occupants receive and understand the Covenants, Regulations and Restrictions of MLM as outlined in the "Notice to Occupants" available online at <https://toadpropertymanagement.com/clients/meridian-lake-meadows/> which is also attached hereto.

2. NOO Procedure

- a) Any owner offering their residence for a NOO must complete a Registration Form and provide it to the Association's property management company, Toad Property Management, no later than 48 hours prior to any NOO. This includes any NOO whether it involves leasing the property on a short-term contract (less than 30 consecutive days), a long-term contract, or use that is non-contractual/non-financial (friends and non-immediate family). A Registration Form must be completed each time there is a NOO. The registration form can be found at <https://toadpropertymanagement.com/clients/meridian-lake-meadows/> and is attached.
- b) Written contracts are required except in the case of non-immediate family.
- c) Every NOO shall have a single point of contact available 24/7 to respond to any violations of MLM Regulations, Restrictions, or Covenants; and emergencies, that occur during the NOO.
- d) When an owner rents, for consideration paid or in kind for the right to use the property, either short or long term, the owner is required to contract through a local property management or leasing company. The property management or leasing company must provide written acknowledgement to the Association's property management company, Toad Property Management, that they have received and will comply with the following standards:
 - i. Provide 24/7 service
 - ii. The contact person at the property management company must be capable of physically responding to issues that may arise at the rental within one hour of the initial contact.

- iii. The local contact must have physical access to the rental and shall be authorized to make decisions regarding the rental on behalf of the Owner.
- iv. The property management company must conduct an initial, on site check-in to verify compliance with the information provided by the owner on the Registration Form.
- e) In the event that the NOO is not a lease or rental, the property owner shall designate on the Registration Form provided to the Association's property management company, Toad Property Management, a single point of contact for the duration of the NOO.
- f) Toad Property Management will charge a fee to the property owner of \$ 50 per each rental;
- g) The owner shall assure that there are copies of the Notice to Occupants: Regulations and Restrictions and the MLM Notice for NOO's provided to the NOO and placed in the residence in plain view.
- h) For the sake of clarity, there can only be one contract for each rental period. No sub-letting is permitted.
- i) The number of occupants allowed for any given NOO is limited to 2.5 times the number of bedrooms.
- j) The contract for a NOO must be a natural person; no organizations, corporations, etc. are permitted.

3. Violations and Fines

- a) When an owner intends to rent their property either for a short or long term contract, but not for use by a sitter or friends and family on a non-financial basis, the owner shall place an initial deposit of \$3,500.00 with Toad Property Management against which fines may be assessed. The deposit will be kept in a segregated account and returned less any validly assessed fines at such time as there are no longer any contemplated rentals. Fines will be assessed based on the Addendum to Resolution of the Board of Directors of Meridian Lake Meadows, Inc., Adopting Policies and Procedures Regarding Enforcement, dated December 4, 2020, which can be found at <https://toadpropertymanagement.com/clients/meridian-lake-meadows/>. Should the initial deposit of \$3,500.00 fall below \$500.00, the owner will replenish the deposit account to \$3,500.00 unless no further rentals are expected.
- b) Failure to place a deposit will be subject to a fine of \$2,000.00.
- c) Failure to file a Registration Form will be subject to a fine of \$500.00. Proof of failure to file will be based on a statement from Toad Property Management that said form is not in their files.
- d) Failure to have and provide a written contract will be subject to a fine of \$1,000.00.
- e) Any violation of MLM Regulations and Restrictions and/or Covenants by a NOO will be the responsibility of the property owner. This includes any assessed fines or payments/replacements due to damage. A fine schedule shall be delivered to each owner who submits a Registration Form.
- f) Owners and their respective property management or leasing company, if appropriate, will be notified of violations in writing, by phone and/or email.
- g) Fines will be assessed per the Addendum to Resolution of the Board of Directors of MLM Adopting Policies and Procedures Regarding Enforcement, available online under Enforcement of Covenants and Rules at <https://toadpropertymanagement.com/clients/meridian-lake-meadows/>

NOTICE TO OCCUPANTS

REGULATIONS AND RESTRICTIONS FOR OWNERS AND OCCUPANTS WITHIN MERIDIAN LAKE MEADOWS CORPORATION

Set forth below are the Regulations and Restrictions that apply to Non-Owner Occupants (NOO). These restrictions are based upon and, as appropriate, amplify the Declaration of Protective Covenants of Meridian Lake Meadows Corporation. The items in italics in this notice are from Article 3 - Use of Lots of the Declaration of Protective Covenants of Meridian Lake Meadows Corporation. The Covenants are recorded with the County of Gunnison, Colorado. A full copy of the Covenants is available on the Toad Property Management website at: <https://toadpropertymanagement.com/media/MLM-Convenants.pdf>. For the avoidance of doubt, a Lot shall also include any residence built thereon.

Meridian Lake Meadows Corporation (MLM) has the responsibility to manage, maintain and govern the property/Subdivision known as Meridian Lake Meadows. MLM has contracted with Toad Property Management, 318 Elk Ave Crested Butte, CO 81224, (970) 349-2773, to maintain and oversee the subdivision.

The Regulations and Restrictions below reflect the fact that MLM is a residential community with working families.

1. Nuisance - *No obnoxious or offensive activity shall be carried on within the Subdivision, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate within the Subdivision so as to be detrimental to any part of the Subdivision or offensive to its occupants.*

The prohibition against disturbing noises includes, but is not limited to, musical instruments, radios, televisions, or other noise-producing devices that are played in such a manner that reasonably disturbs residents of a neighboring Unit. Quiet hours are 10:00 P.M. to 7:00 A.M on Fridays and Saturdays; and 7 pm to 7 am on Sundays thru Thursdays. During these hours all NOO must avoid unreasonably loud noises, stereos, and televisions and in no case shall noise levels exceed the Colorado State Noise Statute limitations of:

- a. From 7 am to 7 pm – 55 db.
- b. From 7 pm to 7 am - 50 db.
- c. All such measurements of sound levels of **noise** radiating from a property line at a distance of twenty-five feet or more

2. Animals - *No animals shall be kept or maintained within the Subdivision, except usual domestic household pets. Such household pets shall be confined to the Owner's Lot or controlled on a leash. No barking or vicious dogs shall be permitted within the Subdivision.*

3. Unsightliness - No unsightliness shall be permitted on any Lot. This includes, but is not limited to:

No hanging clothes or fabrics.

No signs unless approved by the Board of Directors

No Refuse -All garbage containers must be enclosed in an approved structure.

No temporary structures including trailers and tents.

4. Parking and Storage - *Parking of vehicles on a Lot is permitted only within parking spaces constructed pursuant to approval by the Design Review Board, except that vehicles may be parked in other areas while loading and unloading. Except for automobiles, station-wagons, jeep-type vehicles and bicycles, all other vehicles and implements, including without limitation, trailers of all types, trucks, boats, tractors, campers not mounted on pickup trucks, snow removal equipment, motorcycles, snowmobiles, all-terrain vehicles, motor homes or other recreational vehicles, inoperable vehicles and maintenance equipment shall be parked or stored only in an approved enclosed structure. No more than two motor vehicles shall be stored outside on any Lot. No abandoned vehicles shall be stored outside on any Lot.*

5. Hazardous Activities - *No activities shall be conducted on any Lot and no Improvements shall be constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms, archery equipment, or fireworks shall be discharged within the Subdivision. No open fires shall be lighted or permitted except in a contained pit or other barbecue unit while attended and in use for cooking purposes or except in a safe and well-designed interior fireplace or stove.*

6. Occupancy - *No portion of any Lot shall be used for residence, living, or sleeping purposes other than rooms designed for such purposes in a completed structure.*

7. Waste Removal - All occupants should be informed that trash and recycling containers should be set out in the morning on collection days and returned to the residence and stored after pick up. No containers should be stored outside.

To be clear, all Owners and NOO are subject to all the provisions of the Declaration of Protective Covenants of Meridian Lake Meadows Corporation.

REGISTRATION FORM
NON-OWNER OCCUPANCY (NOO)
MERIDIAN LAKE MEADOWS CORPORATION

A. Owner Information

Name _____

MLM Address _____

Phone Number (at address) _____

Mobile Number

Email Address _____

Additional Home Address _____

Occupancy Capacity of Your House (Number of Bedrooms X 2.5) _____

Type of Occupancy (Short-Term or Long-Term) _____

B. Non-Owner Occupant Information

Name(s) _____

Designated NOO Mobile Number _____

C. Property Management or Leasing Company Information

Name of Company _____

Designated Contact Name _____

Designated Contact Mobile Number _____

D. Non-lease NOO Information

Single point of contact name

Single point of contact Number

E. Other Contacts In Case of Emergency or Complaint (Available 24/7)

Crested Butte/Mt Crested Butte Police Department _____

Crested Butte/Mt Crested Butte Fire District _____

Toad Property Management _____

As a property owner within MLM, I understand that Non-Owner Occupants are subject to the same covenants and restrictions of MLM. As the owner, I am responsible for any violations committed by NOO. I attest that I have provided the NOO with the following:

1. MLM Policy and Procedures Regarding NOO
2. Notice to Occupants of Covenants and Restrictions
3. Registration Form for NOO

Signature of Owner(s): _____

Date: _____