

# **THOMPSON PARK HOMEOWNERS ASSOCIATION RULES AND REGULATIONS**

Pursuant to the Declaration of Covenants, Conditions, Easements, and Restrictions for Thompson Park Subdivision (“Declaration”), the Board of Directors (“Board”) of the Thompson Park Homeowners Association, Inc. (“Association”) has adopted the following Rules and Regulations (“Rules”) to govern the use and enjoyment of the lots and units located in the Development. The Rules refer and apply to all Lots, Units, Common Elements, and Limited Common Elements in the Development. Unless otherwise specified, capitalized terms used in these Rules shall have the same meanings in these Rules as such terms have in the Declaration.

The Board desires to ensure the highest possible standards of living experience within the Development. In order to accomplish this, the Board requests the cooperation of all persons residing in or visiting the Development in the observance of the following:

1. Any common sidewalks, walkways, driveways, entrances, and passageways shall not be obstructed by any Owner for any other purpose than ingress to and egress from the Lots.
2. Except as to the area termed Limited Common Elements, no article or improvement shall be placed on or in any of the Common Elements except for those articles of personal property which are the common property of all Owners.
3. Owners, members of their families, their guests, residents, tenants, or lessees shall not use sidewalks, driveways, or entrances as a play area.
4. Parking:
  - a. Per Section 4.18 of the Declaration, the Owner of a Lot or Unit containing an enclosed garage or carport or surface parking space shall be required to park vehicles owned or leased by the Owner(s) and/or occupant(s) of such Lot or Unit in the parking spaces provided in the garage, carport, or surface parking space. Lot or Unit Owner(s) or occupant(s) shall not park his or her vehicle(s) on the street in front of the Lot or Unit. Additional parking restrictions may be contained within the Declaration.
  - b. Owners of Lots or Units with driveways leading to an enclosed garage, carport, or surface parking space may use the driveway area for guest parking only.
  - c. Storage in enclosed garages shall not impede or eliminate the ability to park one or two vehicles, as applicable, within the garage area.
  - d. Vehicles parked in General Common Element parking areas may remain parked in said spaces for not more than 24 hours. Vehicles that remained parked in a General

Common Element parking area for more than 24 hours may be booted or towed at the vehicle owner's expense.

- e. No vehicle belonging to or under the control of an Owner or member of the family or a guest, tenant, lessee, their guests or families, employee, tradesperson or worker of any type of an Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building or another Lot.
- f. Vehicles shall be parked within designated parking areas with one vehicle per designated parking space. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.
- g. Common Element parking spaces may not be used when there is snow in the forecast.

5. Fences and Screening:

- a. Except for any Limited Common Elements specifically designated as fenced areas on the Plat or as otherwise provided in these Rules, fences are not permitted within any yard or lawn area of any Lot.
- b. No Owner shall have the authority to construct a fence or other enclosure within any Open Space Easement, utility easement, or setback area shown on any Plat.
- c. Owners may fully or partially enclose ground-level patios located on the Owner's Lot, and the enclosure may extend up to five feet from each side of the original cement patio area.
- d. Owners, at the Owners' cost and expense, shall be solely responsible for repairing and maintaining any fence or enclosure constructed by the Owner and the area within the fence or enclosure.
- e. Permitted fences and enclosures shall not interfere with the use, repair, or maintenance of any utility lines, including, but not limited to, irrigation lines.
- f. Owners must receive approval from the Architectural Control Committee prior to constructing a fence or enclosure permitted under these rules. The Architectural Control Committee shall review and approve, at a minimum, the location, height, and materials for the proposed fence or enclosure. All fences and other exterior enclosures shall comply with the requirements of the Design Guidelines.

6. Landscaping and Gardening:

- a. Except as provided in these Rules, the Association shall be responsible for installing, maintaining, and irrigating all yards, open spaces, and landscaping.
- b. Each Owner may install and maintain garden beds in areas adjacent to the Owner's Dwelling or on decks or patios. Owners, at the Owners' cost and expense, shall be

solely responsible for watering and maintaining any such garden beds. Owners may not use or connect to the irrigation system owned and maintained by the Association to water garden beds.

7. Owners may rent their Dwellings in accordance with the Declaration and the Association's Rental Policy attached hereto as Appendix A.
8. Owners or their Lessee(s) may keep and house up to two household pets in any Lot or Unit. "Household pet" shall be limited to cats, dogs, and fish. Fish do not count towards the two-pet limit. All pets must be under the Owner's physical control at all times, including the use of leashes when on Common Elements. Owners shall be responsible for immediately cleaning up after their pets.
9. No construction will be permitted the Wednesday before Thanksgiving through the Sunday after Thanksgiving and December 20 through January 7. Construction will be limited Monday through Friday between the hours of 8 am and 5 pm. No construction materials will be stored in the Common Elements without prior Board approval. The foregoing shall not apply to any construction performed by or on behalf of the Declarant.
10. Containers for trash must be kept in Units or Unit garages. Containers may only be placed outside on the day designated by the Association for trash removal. All containers must be taken inside by 7 pm on the day designated for trash removal. In no event shall a trash container remain outside overnight. Any large trash items such as furniture or other large items must be disposed of by Owner's arrangement with a trash service directly and shall not be left outside. To the extent the foregoing conflict with trash regulations imposed by the Town of Carbondale, the more restrictive regulations shall apply.
11. The balconies, decks, and patios shall be used only for the purposes intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles, or other items. No rugs or other material shall be dusted from windows, balconies, decks, or patios by beating or shaking.
12. The following are allowed to be stored on decks and patios, designated as Limited Common Elements, provided they are stored in a neat and orderly manner:
  - a. Patio furniture in good condition and in an amount appropriate to the space.
  - b. One (1) cooking grill, in good working order, and not a fire hazard in accordance with the Declaration.
13. In all cases, the Board of Directors will be the final judge as to the condition of the common areas, in order to ensure a pleasing appearance to the Development. No one shall obstruct damage or commit waste to any of the Common Elements.

14. The Association assumes no liability for nor shall be liable for any loss or damage to articles left or stored in any common or other storage area.
15. Any damage to the Common Elements or common personal property caused by the Owner, his family, guests, tenants or lessees, their family and guests, shall be repaired at the expense of that Owner.
16. With the consent of an Owner, the Managing Agent, or if there is no Managing Agent, then the Board of Directors, may retain a pass key to each Unit. In the event that the Owner does not so permit retention of a pass key, the Managing Agent, or if there is none, the Board of Directors, its employees and/or agents may make a forcible entry into such Unit when the Managing Agent or Board of Directors believe that an emergency requiring such entry exists. So long as entry is made upon a bona fide belief of emergency, the Owner shall have no recourse for any such forcible entry against Managing Agent or the Board of Directors or the person or persons who actually affect such forcible entry.
17. Nothing shall be done within the complex that would be in violation of any statute, rule, ordinance, regulation, permit, covenant or other validly imposed requirement of any governmental body, including the zoning, subdivision or building restriction.
18. Any personal property left in the General Common Elements or Limited Common Elements may be presumed abandoned and will be disposed of by the Association at no liability to the Association. The Association shall not be responsible for any loss, due to theft, damage or otherwise, to any personal property stored or otherwise left on any common element, whether allowed or prohibited by these Rules.
19. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants or occupants or other Units.
20. No noxious or offensive activity shall be carried on upon any part of the Development nor shall anything be done or placed on or in part of the Development which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. No sound shall be emitted on any part of the Development which is unreasonably loud or annoying. No odor shall be emitted on any part of the Development which is noxious or offensive to others. No light shall be emitted from any part of the Development which is unreasonably bright or causes unreasonable glare.
21. No unsightliness shall be permitted on or in any part of the Development. Without limiting the generality of the foregoing, nothing shall be kept or stored on or in any of the Common Elements, nothing shall be hung or placed on any of the Common Elements, and nothing

shall be placed on or in windows or doors of units which would or might create an unsightly appearance.

22. Residency restrictions are contained in the Declaration.

23. No signs or flags of any kind may be hung, erected, or otherwise installed on any portion of the common elements without prior approval from the Board of Directors.

24. The Board of Directors reserves the power to establish, make and enforce compliance with such additional rules and regulations as may be necessary for the operation, use and occupancy of the Solstice Townhomes with the right to amend the same from time to time.

Thompson Park Homeowners Association, Inc.

By: \_\_\_\_\_  
President

ATTESTED:

By: \_\_\_\_\_  
Secretary

## **APPENDIX A RENTAL POLICY**

An Owner's right to lease or rent a Dwelling under the Declaration is not absolute, but is subject to and conditioned upon compliance with the requirements of the Declaration and the following regulations adopted by the Board:

1. Each Owner shall notify the Association immediately upon the leasing or rental of all or a portion of its Dwelling and register with the Association the name(s) of the Lessee(s) and the email addresses, telephone numbers, and mailing information for notices to be sent from the Association directly to the Owner and Lessee(s). Owner is responsible for key exchanges.
2. All Lease/Rental Agreements (the "Agreements") including, without limitation, short term rentals and tenancies, shall be in writing, with a copy of the executed Agreement provided to the Association's managing agent (the "Manager") prior to the lease/rental start date. Included in the Agreement shall be (i) a copy of the Association's Rules and Regulations, signed by the Lessee and Owner and (ii) a section stating that failure of the Lessee, Lessee's family, and Lessee's guests or invitees to comply with the Association's Governing Documents will be considered a default under the Agreement, may result in the termination of the Agreement, and that the Association may take action to enforce any such default.
3. Lessee(s) of a Dwelling may park, collectively, up to two vehicles in the Development. All parking shall comply with the Association's Rules regarding parking.
4. Leasing or renting of a room, part of a Dwelling, or anything less than the entire Dwelling is strictly prohibited; provided, however, that an Owner may lease or rent a room or less than an entire Dwelling if the Owner also resides in the Dwelling.
5. Short-term Rentals
  - a. For the purposes of this Policy, "short-term rental" shall mean the lease or rental of a Dwelling for a period of less than thirty days.
  - b. For any short-term rental of a Dwelling, there shall be a designated responsible party, located within the Roaring Fork Valley, available to immediately respond to any issues arising from the short-term rental. The designated responsible party may be the Owner of the Dwelling. Owners are responsible for providing the name and contact information of their designated responsible party to the Association Manager before the commencement of each short-term rental.
  - c. Short-term rentals shall comply with all federal, state, and local laws and regulations applicable to short-term rentals and rental properties including, but not limited to, obtaining any necessary licenses or permits and paying all required taxes.

- d. In the event the short-term rental provisions included in this Policy conflict with any federal, state, or local regulation, the more restrictive will control.
6. Not more than two Lessees may occupy any one bedroom in a Dwelling and, in any event, no more than 5 persons unrelated by blood, marriage, or adoption may lease a Dwelling. This limitation applies to both short-term and long-term rentals.
7. Owners are fully responsible and liable for compliance with this Policy and all policies of the Association by their Lessees, guests, and invitees, and Owners are therefore advised to review all policies with prospective Lessees prior to entering into lease or rental agreements.
8. In addition to, and not in limitation of, any and all remedies available to the Association under its Governing Documents and applicable law, failure to comply with the requirements of this Rental Policy shall result in the imposition of the following fines to be levied against the noncompliant Owner in accordance with Section 5.7(e) of the Declaration:
  - a. First offense shall result in a warning letter and/or email notification from the Association notifying Owner that the next offense will result in a fine.
  - b. Second offense following written notification of non-compliance to Owner shall result in a fine of \$100 plus \$50 per day for each day the non-compliance continues;
  - c. Third offense shall result in a fine of \$200 plus \$50 per day for each day the non-compliance continues.
  - d. Fourth and further offenses shall result in a fine of \$300 plus \$50 per day for each day the non-compliance continues and may result in termination of the right to lease or rent the Dwelling and other actions permissible under the Declaration including, without limitation, loss of voting rights and privileges of membership.
9. Any and all costs incurred by the Association, including reasonable attorneys' fees, to implement and enforce this Policy with respect to a specific Dwelling shall be borne by the Owner of that Dwelling.
10. If a violation is caused by a Lessee, guest, or invitee, the Owner will be held financially responsible. Failure to pay a fine in a timely manner will be remedied as provided in the Association's Governing Documents. The Owner will have the right to appeal fines by submitting a written request for notice and hearing to the Board of Directors, in accordance with the Bylaws of the Association.
11. The Board of Directors of the Association hereby delegates the responsibility of and the authority to implement this policy to the Association's Manager.

12. This policy may be changed by the Association's Board of Directors from time to time.