

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 to 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. To accomplish this, the Board requests the cooperation of all people 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. 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 materials shall be dusted from windows, balconies, decks, or patios by beating or shaking.
5. 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 is 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.
6. In all cases, the Board of Directors will be the final judge as to the condition of the common areas, to ensure a pleasing appearance to the Development. No one shall obstruct damage or commit waste to any of the Common Elements.
7. The Association assumes no liability for, nor shall it be liable for any loss or damage to articles left or stored in any common or other storage area.
8. 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.
9. 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. If 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 affect such forcible entry.

10. 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.
11. 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.
12. 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. Large gatherings that cause noise at a level which disturbs other residents or occupants are not permitted other than in limited circumstances as approved by the Board of Directors.
13. 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.
14. In addition to the above stated rule on noxious or offensive odors, smoking is not permitted within twenty-five (25) feet of any entrance to a building, as per Colorado law.
15. 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.
16. Residency restrictions are contained in the Declaration.
17. 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.
18. 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 Thompson Park development with the right to amend the same from time to time.

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. Prior to the commencement date of the lease term, an Owner must: (1) submit a copy of the written, executed lease agreement to the Association; and (2) submit a signed Tenant Registration Form. The Tenant Registration Form shall include: (1) the names and contact information for each tenant; (2) acknowledgement of the receipt of, and agreement to comply with the Association's Governing Documents; (3) waiver and release of liability; (4) any other information or acknowledgements reasonably required by the Association.
2. Each Owner wishing to lease a dwelling unit for any period of time during a calendar year (and prior to such lease) must submit, on an annual basis, an Annual Lease Registration Form to the Association. Among other requested information, each Owner shall identify on the Annual Lease Registration Form the contact information for a "Local Representative" that resides in the Roaring Fork Valley (which may be the Owner) that shall be on-call and responsible for responding to any issues with leases of the Unit during that calendar year.
3. All solicitations by an Owner or an Owner's agent (including, but not limited to, popular Vacation Rental Platforms such as Airbnb and VRBO) to lease all or a portion of a dwelling unit shall include a statement notifying prospective tenants that the unit is located in the Thompson Park Property Owner's Association and that any tenant will be subject to the governing documents of the Association. A copy of the most recent recorded Rules & Regulations shall be provided to all prospective tenants prior to the lease commencement.
4. Included in the lease agreement shall be a copy of the Association's Rules and Regulations, 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
 - a. For Short-term Rentals as defined herein, all owners are required to enter into a written rental agreement with each guest or tenant. This rental agreement must: (1) Identify the names and age of all adult occupants; (2) Specify the dates of occupancy; (3) Incorporate by reference the full set of HOA Rules and Regulations; (4) Require that the guest(s) acknowledge and agree to comply with said rules; (5) Include language indicating that violation of the HOA Rules may result in immediate termination of the rental and/or fines.
 - b. If the property is rented through a third-party platform (e.g., Airbnb, VRBO), the Owner must use platform features that allow for guest acknowledgment of HOA Rules & Regulations and, where available, require electronic acceptance or signature of the rental agreement prior to booking confirmation. If such functionality is unavailable, the Owner must disable instant booking and provide the agreement via messaging before accepting a reservation.
5. 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.

6. 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 a minimum of three (3) days and a maximum of thirty (30) days. Short Term rental agreement requires a minimum age of 25 years to be considered a valid contract.
 - b. 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. All Short-term rentals must be legally registered and licensed in the Town of Carbondale, and all licenses must be kept in good standing on an annual basis, or as required by the Town of Carbondale.
 - c. All owners engaging in short-term rentals must submit to the Association, on an annual basis, proof of Short-term Rental license in good standing with the Town of Carbondale to ensure compliance with Section 9.6 of the Declaration.
 - d. In the event the short-term rental provisions included in this Policy conflict with any federal, state, or local regulation, the law will control.
7. Not more than two Lessees may occupy any one bedroom in a Dwelling and, in any event, no more than 6 persons unrelated by blood, marriage, or adoption may lease a Dwelling. This limitation applies to both short-term and long-term rentals.
8. 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. Fines, damages, or disruption caused by tenants shall be the legal and financial responsibility of the Owner.
9. In addition to, and not in limitation of, 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 the Association’s Enforcement Policy.
 - 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 the Owner shall result in a fine of \$250.00 plus \$100.00 every other day for each day the non-compliance continues.
 - c. Third offense shall result in a fine of \$500.00 plus \$200.00 every other day for each day the noncompliance continues.
 - d. Repeated noncompliance by an Owner or their guests shall result in the suspension of voting privileges, fines, or other penalties as authorized as provided in the Association’s Governing Documents and applicable law.
10. 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.
11. 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.

12. The Board of Directors of the Association hereby delegates the responsibility of and the authority to implement this policy to the Association's Manager.
13. This policy may be changed by the Association's Board of Directors from time to time.

PARKING

1. General Common Element Parking Areas:

- a. General Common Element (GCE) parking spaces are reserved first for permanent residents and their personal guests (e.g., family or friends visiting the residents, not Short-Term Rental guests) on a first-come, first-served basis. Vehicles may park in these spaces for up to 72 hours; after 72 hours, they must be relocated to the owner's garage, driveway, or public street parking on Lewies Lane or Jewels Lane. Repeated parking (e.g., moving and re-parking every 72 hours to prevent violating this limit) is prohibited. Parking Map attached for reference.
- b. Short-term renters (STRs) and their guests must park in the garage provided with their unit; if the garage cannot accommodate all vehicles (e.g., due to size or exceeding two vehicles), additional vehicles must use public street parking on Lewies Lane or Jewels Lane, not GCE spaces.
- c. Large commercial vehicles—defined as those larger than standard personal vehicles (e.g. large vans, box trucks) that may pose a hazard or require excessive space—are not permitted in GCE spaces; however, work trucks or contractor trucks of personal vehicle size (e.g., pickup trucks) with logos are allowed.
- d. Violations of the 72-hour limit, STR parking rules, or large commercial vehicle restrictions will receive a written notice to be corrected within 24 hours; if the violation persists or becomes a repeated issue, the vehicle may be towed booted at the owner's expense. Immediate towing will occur only in cases of emergency or safety hazards (e.g., blocking fire lanes).

2. Garages, Driveways, and Street Parking:

- a. Units with an enclosed garage, carport, or surface parking space are permitted to use those spaces as their primary parking option. Garages are intended for vehicle parking, though some may be unusable due to storage or other constraints; owners unable to use their garage for vehicle parking may park a maximum one vehicle per individual unit or residence in GCE spaces (subject to 4a rules), with any additional vehicles required to use private driveways or public street parking on Lewies Lane or Jewels Lane.
- b. Driveways and common elements (outside of GCE spaces) may be used for registered, operable vehicles only.
- c. Alley or Private Street parking in front of a lot or unit is limited to temporary loading/unloading (up to 4 hours) during daytime hours; overnight parking (10 PM–6 AM) in front of units is STRICTLY prohibited.

- d. Public street parking refers to spaces on and within the right-of-way of Lewies Lane and Jewels Lane, available when garage or GCE options are exceeded.

3. Large Recreational and Inoperable Vehicles

- a. Subject to 4a rules above, campers, trailers, boats, or other large recreational vehicles must be registered and operable, may park on common elements for loading/unloading or short-term use (up to 8 hours), and are not permitted in GCE spaces beyond this period. Repeated parking (e.g., moving and re-parking every 8 hours to prevent violating this limit) is prohibited.
 - i. Vehicles designed primarily for recreational use, larger than standard personal vehicles, including but not limited to motorhomes, fifth-wheel trailers, all-terrain vehicle (ATV) carriers, and oversized recreational equipment trailers (e.g., for jet skis, boats, rafts, or snowmobiles). These vehicles typically exceed 25 feet in length OR require more than one standard parking space when parked and are not a primary vehicle.
- b. Owners must use off-site storage or public street parking on Lewies Lane or Jewels Lane for longer periods.
- c. Unregistered or inoperable vehicles on driveways or common elements will be towed or booted at the owner's expense after a 7-day notice or immediately towed if they pose a hazard.

4. Access, Compliance, and Snow Removal

- a. No vehicle—whether owned by an owner, family member, guest, tenant, short-term renter, or worker—may impede access to building entrances, exits, or other lots; violators will be towed or booted at the owner's expense if not corrected within 4 hours of notice.
- b. Vehicles in GCE spaces must park within designated lines, one per space, and follow all traffic flow markings and signs.
- c. When snow is forecast that is likely to include a depth accumulation that will trigger the contracted snow removal service (i.e., a depth of 3"), vehicles must be removed from marked GCE spaces (as indicated by signage on parking space) prior to the start of snowfall; vehicles remaining after snow removal begins will be towed or booted at the owner's expense.

FENCES AND SCREENING

- 1. 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.
 - a. 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.
 - b. 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.
 - c. 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.

- d. Permitted fences and enclosures shall not interfere with the use, repair, or maintenance of any utility lines, including, but not limited to, irrigation lines.
- e. 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.

LANDSCAPING AND GARDENING

1. Except as provided in these Rules, the Association shall be responsible for installing, maintaining, and irrigating all yards, open spaces, and landscaping. 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.