

WESTPARK LAS PALMAS RULES & REGULATIONS

Introduction

Condominium ownership is subject to restrictions not applicable to free-standing home ownership. These legal restrictions are outlined in the Westpark Las Palmas Declarations. The Declarations give the governing Board of Directors the Authority and Responsibility to establish rules and regulations necessary for the common welfare of the complex, the residents and their guests.

In order to preserve harmony, there must be a blend between the individual's rights and the needs of the community as a whole. These rules and regulations have been established in an attempt to set guidelines to achieve this blend. Should the owners and residents of Westpark Las Palmas find themselves at odds with a particular rule, they are asked to remember the following:

Condominium living requires the sacrifices of some individual rights for the sake of the community's general welfare.

Authority

The Board of Directors operates like a legislative body. Each year, unit owners elect board members to fill vacancies. The Board meets on a regular monthly basis. These meetings are open to the homeowners. Special meetings to handle exceptional situations are called as the need arises. Board members are vested with the responsibility for making decisions on all administrative and financial matters affecting Westpark Las Palmas. A simple majority of the board members is required to pass issues which require a vote. Those who serve on the Board do so on a voluntary basis without pay.

The Board of Directors of the Westpark Las Palmas Homeowners Association has the power and duty to conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations therefore consistent with laws, the Article of Incorporation, the Declaration and these Bylaws, as the Board may deem necessary or advisable. (*Bylaws - Article IV, Section 4.03b. Special Powers and Duties*)

The Board of Directors of the Westpark Las Palmas Homeowners Association has the power and duty to adopt such Rules and Regulations necessary for the management of the Project, it's use and enjoyment. (*Bylaws - Article IV, Section 4.03k. Special Powers and Duties*)

WHEREAS, the Board has determined that the creation of the following rules and regulations regarding the use and enjoyment of the condominium property would be beneficial to the health, safety, and welfare of the unit Owners and Occupants, as well as to the administration, management and operation of the property.

NOW, THEREFORE, LET IT BE RESOLVED that as of January 11, 1996 the following regulations were adopted:

Article II, Section 2.1 was modified on 10/1/96

General Rules

Every owner has the right to quiet enjoyment and possession of his or her own residence and the right to use and enjoy the common facilities for their intended purpose. This means that neither the association nor any other owner may unlawfully interfere with an owner's access or peaceful enjoyment of his or her residence. Both the association and an owner have a legal right to restrain unlawful interference with an owner's quiet possession, to abate a nuisance and to enforce the restrictions of the governing documents. (*The Condominium Bluebook, 1995 California Edition*)

Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of children residing in or visiting his unit and other family members or persons residing in or visiting his unit. Any damage to the Common Property, personal property of the Association, or property of another Owner, caused by such children or other family member, shall be repaired at the sole expense of the Owner of the unit where such children or other family members or persons are residing or visiting. (*CC&R's - Article VIII, Section 8.03. Nuisances*)

No business or commercial activity shall be maintained or conducted on the Property. Notwithstanding the foregoing, professional and administrative occupations may be carried on within the unit, so long as there exists no external evidence of them, and provided further that all of the applicable requirements of the City and County in which the Property is located are satisfied. (*CC&R's -Article VIII, Section 8.09. Business or Commercial Activity*)

Any condition not addressed by this document shall become a matter for the judgment of the Board of Directors.

ARTICLE I Violation Procedures

Section 1.1 Reporting Violations. It is imperative to the success of the rules enforcement process that each neighbor who observes a potential rules violation report it to the Management Company in writing stating the violation, date, time and address of the resident in violation. The Local authorities (Irvine Police) should also be notified regarding certain situations such as noise nuisance, damage to (or theft of) personal property and threat of bodily injuries.

Section 1.2 Notification to Offender. Within seven (7) days from the date the *alleged* rules violation is referred to the Management Company, written notification of the alleged violation will be sent by mail to the alleged offender and/or landlord. Such written notification will briefly state the nature of the rules violation observed. *Please note that the allegation may be in error and that suspected offenders are not simply assumed guilty. If you believe that the allegation is in error, please contact the Management Company.*

Section 1.3 Compliance Period. The homeowner shall be allowed a specified number of days to comply with the rule or regulation, or to insure that his tenant or guests comply with the rule or regulation. If additional time is required to correct the violation, a written request for extension must be received within ten (10) days after notification with an explanation as to the cause of the delay.

Section 1.4 Notice of Hearing. Should the Board or the alleged rules offender request a hearing before the Board to discuss the alleged violation, notification indicating the date, time and place will be sent to all parties involved.

Section 1.5 Unavailable to Attend Hearing. Should the alleged offender not be available to attend the hearing on the date and time scheduled, a letter may be submitted stating the position in writing to the President of the Board for the Board's consideration at the hearing, or arrangements may be made with the President of the Board to attend a subsequent hearing date.

Section 1.6 Indifference to Hearing. In absence of either a written statement of position by the alleged offender, or arrangements made to attend a subsequent hearing, the Board may proceed without the presence of the offender and the findings of the Board will be as conclusive as if the offender had attended the hearing.

Section 1.7 Hearing. This is an Executive Session before the Board of Directors. The owner will be given an opportunity to speak regarding the violation and present evidence in defense.

Section 1.8 Notification of Board's Decision. Written notification of the Board's decision will be sent by certified mail, return receipt requested, to all alleged offenders who were not personally in attendance at the time of the hearing.

Section 1.9 Non-compliance. Should the offender not pay all sums found owing for restitution of property damage, and/or fine levied, within thirty (30) days from the Board's decision, it will be presumed that the offender is unwilling to comply with such decision and the matter may then be turned over to either the Association's attorney, or the proper authorities to pursue through the civil or criminal justice system. Furthermore, all association privileges will be suspended.

Schedule of Fines

First Offense	A <i>written warning</i> of possible violation will be sent to the owner stating the specific violation and a specified period of time for resolution.
Second Offense	Same violation, will result in a <i>formal charge</i> and a request to appear at a hearing before the Board of Directors. A Twenty-Five Dollar (\$25) fine may be levied for non-compliance.
Third Offense	Same violation, a Fifty Dollar (\$50) fine may be levied for non-compliance. Furthermore, the matter may be referred to the Association's legal counsel for resolution.
Thereafter	Same violation, a Fifty Dollar (\$50) fine may be levied for each occurrence.

All attorney's fees and/or court costs incurred in the collection of fees/fine assessments or serving of mandatory injunctions are the responsibility of the unit owner. All costs incurred by the Association in enforcing any of the rules will be charged to the homeowner of the unit involved. The Board of Directors reserves the right to assess fines in excess of the schedule.

Article II General Pool, Spa and Recreation Rules

Section 2.1 Hours of Use. Pool and Spa will be opened from 7:00 a.m. to 10:00 p.m. Sunday-Thursday and 7:00 a.m. to 11:00 p.m. Friday-Saturday. The pool and Spa may be temporarily closed for reasons of cleaning, maintenance, repair and inspections. Rev 10/1/96.

Section 2.2 Security and Life Guard. The Association does not provide lifeguard, therefore, residents and their guests use the pool and Spa facilities at *their own risk*. California State law requires that the pool gates must be closed and locked at all times.

Section 2.3 Posted Rules. Rules are posted near the pools and spas and must be obeyed. Failure to obey rules may result in suspension of pool and spa use.

Section 2.4 Child Supervision. Children under the age of fourteen (14) are not permitted in the pool unless accompanied by a resident eighteen (18) years or older, at all times. Children under the age of fourteen (14) are not permitted in the spa unless accompanied by a resident eighteen (18) years or older and who is either a parent or guardian. The use of the spa is not allowed for infants and children under the age of six (6) years.

Section 2.5 Animals Restrictions. Animals are not permitted in or around the pool/spa at any time, nor may be tethered to the fence, bushes, stakes or the like. An exception is made for seeing-eye dogs and hearing-ear dogs for those persons holding certificates of necessity.

Section 2.6 Container Restrictions. No glass containers of any kind are allowed in the pool/spa area. Glass containers are considered a safety hazard.

Section 2.7 Disposing of Trash. All trash, litter, cigarette butts, must be picked up and properly disposed of. All residents and their guests shall cooperate in maintaining cleanliness in the pool/spa area.

Section 2.8 Attire. Appropriate swim wear is required at all times when in the pool/spa area. No nudity is allowed. Toddlers and infants must wear leak-proof plastic or rubber pants when in pool.

Section 2.9 Use of Audio devices. If utilizing a radio, CD player, tape player or any other audio device, headphones must be used.

Section 2.10 Proper Use. No flotation devices (rafts, floating chairs, large inner tubes, etc.) are to be used in the pool or spa (with the exception of child safety devices). No diving is permitted. Removal of furniture from the pool Area is not allowed. When using tanning oils/lotions, a towel must be placed over the pool furniture. The pool furniture is limited and should not be reserved when leaving the pool area. Leaving the area for more than twenty (20) minutes will be considered surrendering the furniture.

Section 2.11 Boisterous Behavior Prohibited. No boisterous or rough play permitted in the pool. No horseplay or running permitted in the pool/spa area. All persons in the pool area should conduct themselves in such a manner as to not disturb other residents.

Section 2.12 Tampering. Tampering with pool/spa equipment or machinery, pool side chairs and tables, grills, telephone or any other pool side accessory is prohibited.

Section 2.13 Damages. Should any damage be incurred by the residents or his/her guests, the resident will held responsible for the damages.

Section 2.14 Pool Entertainment Rules. Permission must be obtained from the Board when 10 or more guests will be using the pool area. All requests for reservations must be made in writing to the Management company at least two (2) weeks prior to the use of the pool. The information needed to process the request is as follows:

- Name and Address of unit owner.
- Date, start time and approximate finish time.
- Number of guests.
- Recreation area to be used.

All reservations will be granted on a first request, first preference basis. No homeowner may reserve the pool for more than one time during a 30 day period. *Reservations do not preclude the use of the pool by other residents.* There will be only one party per pool area allowed at any given time. It is the responsibility of the homeowner to clean the pool area and washroom facilities after entertaining; including, but not limited to, the removal of excess refuse. One sign at the pool gate may be posted (with plastic ties) on the day of the entertainment and must be removed at the day's end. Balloons may be attached to fence and at day's end must be removed along with any strings or tape which may be left. Any additional cleaning or repairs that are required as a result of the use will be added to the

homeowners' next monthly assessment. These additional charges cannot be negotiated and must be paid in full. At the discretion of the Board, individual who abuse this right will be prohibited from further use of the pools for entertaining.

Article III

Pet Restrictions

Section 3.1 Pet Waste Disposal. Pet owners must immediately pick up and properly dispose of their pet's defecation, whether it be on Common area, or patio. Pet waste creates a health and safety hazard.

Section 3.2 Animal Type Restrictions. Except that of usual and ordinary domestic dogs, cats, fish, and birds inside bird cages, no animals, live-stock, reptiles, insects, poultry or other animals of any kind shall be kept in any Residence.

Section 3.3 Area Restrictions. Pets are not allowed within the confines of the pool area except for seeing-eye dogs and hearing-ear dogs.

Section 3.4 Leash Use. Dogs are not allowed to run free. Dogs must be on a hand-held leash at all times when they are outside the owner's unit or patio. The leash may not be longer than six (6) feet in length.

Section 3.5 Limit on Number of Pets. As used in the Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per residence (exclusive of fish).

Section 3.6 Excessive Noise and Behavior. Pets making excessive noise or in any manner unduly disturbing other residents may give cause to be removed from the premises of Westpark Las Palmas by order of the Board of Directors. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet.

Section 3.7 Damages. In addition to any fine the Board may levy for violation of these rules, any damages incurred to the Common areas (including buildings) caused by the conduct of a pet shall be repaired and/or replaced by the Association and billed back to the unit owner.

Section 3.8 Association Indemnity. The association is to be held harmless for any personal injuries or property injuries as the result of a pet's actions or its neglect.

ARTICLE IV SIGNS

Section 4.1 Allowance. No "For Sale", "For Rent" or "Open House" sign, nor any other sign of any kind or other form of solicitation or advertising sign shall be maintained on the condominium property without permission of the Board or the Managing Agent.

Section 4.2 Real Estate Signs. With Board permission, "For Sale", "For Rent", "For Lease" or "Open House" signs will be limited to two (2) per unit. The homeowner may have two (2) signs displayed from inside the unit or may have **one inside and one outside**. No sign may be placed in Common areas more than five (5) feet away from unit. No sign may be placed at entrance of the community. The sign outside shall not be larger than 18"x30" or 540 sq. inches and shall not be attached to the ground by other than one vertical support no larger than 2"x3" in dimension with the top of the sign standing no higher than 36" above the ground.

Section 4.3 Security Signs. With Board permission security signs may be placed next to front entry porch. Signs must be of a commercial type, not hand made, and no larger than 12"x12"(144 sq. in.). Signs may not use threatening nor offensive language. They cannot be mounted on the building or doors and can only be mounted on a post no larger than a 1"x1" stock and not exceeding 36 inches in length. Signs cannot be posted at or near the front of the garage or in front of the townhouse. Only one sign in the common area (outside) is allowed.

Section 4.4 Sign Removal and Fines. Any unit exceeding the maximum number of signs or violating any of the provisions, will be subject to assessment of fines and/or the cost of the sign removal. Signs in violation will be removed and discarded.

Section 4.5 Personal Signs, Posters and Messages. Displaying of personal signs, posters and messages is limited to one (1) per unit with a maximum of fifteen (15) days per year. (With approval by the Board, political campaign signs during an election period may exceed fifteen (15) days per year.) The placement of the signs is limited to the ground level floor and from within the unit. No such sign may be placed on common property. The sign shall not be larger than 18"x30" or 540 sq. inches. The Board is not responsible nor can it be held liable for any text, symbol or message displayed or conveyed.

ARTICLE V

Rubbish

Section 5.1 Trash Storage. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire or encouragement of vermin.

Section 5.2 Trash Accumulation. No garbage cans or trash barrels shall be placed outside the units. No accumulation of rubbish, debris, or unsightly materials shall be permitted in the Common Elements or unit patio/yard area. No rugs or mops may be shaken or hung from or on any of the windows, doors, or patio walls.

Section 5.3 Trash Disposal Containers. All trash shall be securely sealed in a plastic or plastic-lined bag and/or garbage can with lid. Irvine Recycle containers may be used for the appropriate recyclable materials. No other containers are acceptable. Boxes must be broken down and bundled.

Section 5.4 Trash Pick up. Regular pick-up is Thursday morning and trash should not be placed out for pick-up prior to dusk Wednesday evening. If a holiday falls during Monday through Friday, the scheduled pick-up will occur the following day. Trash shall be placed on sidewalk or driveway and not placed on street.

Section 5.5 Other Responsibility. Any litter remaining on the ground after pick-up must be removed by the unit owner responsible.

Section VI

Rentals and Leases

Section 6.1 Authorization Form. The owner must provide the Board of Directors, through the Management Company, with a completed Renter Authorization Form *prior to occupancy* of rental unit. Forms are supplied at no charge and are available from the Management Company.

Section 6.2 Lease Terms. Any lease shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the CC&R's, By-laws, and Rules & Regulations, and that failure by lessors to comply with such terms shall be a default of the lease.

Section 6.3 Owners Responsibility. The homeowner is responsible for all acts of his/hers lessors/renters, and their guests. For actions resulting in violations, fines will be levied against the unit Owner. Lessee must be provided with a current copy of the Rules & Regulations and a copy of the CC&R's.

Section 6.4 Lease Period. Leases and/or rental agreements shall be written for no less than one (1) year. An exception is made if the unit is Owner occupied.

Section 6.5 Limit of Vehicles. The number of vehicles is limited to the available space provided by the garage and driveway and restricted to four (4).

Section 6.6 Number of Occupants. The number of occupants is restricted to the size of the family if occupied by a family and to three (3) individuals if occupied by a non-family.

ARTICLE VII Architectural

Section 7.1 Authorization. Any alteration or addition to the property external to the unit is prohibited without the express written authorization of the Architectural Committee prior to the work being done. This authorization may be granted on an individual basis only when plans are submitted to the Architectural Committee on an Architectural Improvement Request. Forms may be obtained from the property management.

Section 7.2 Improvements. As defined in WLP CC&R's Section 1.34 Improvements, "Improvements" shall mean all structures and appurtenances thereto of every type and kind, including by not limited to, buildings, walkways, sprinkler pipes, carports, swimming pools, spas, roads, driveways, parking areas, fences, screening walls, block walls, retaining walls, awnings, stairs, decks, landscaping, hedges, windbreaks, the exterior surfaces of any visible structure and the paint on such surfaces, planted trees and shrubs, poles, signs, and water softener fixtures or equipment.

Section 7.3 Review of Plans. WLP CC&R's Section 4.02 Review of Plans and Specification. No construction, alteration, removal, relocation, repainting, demolishing, addition, modification, decoration, redecoration or reconstruction of an Improvement in the Property shall be commenced or maintained, until the plans and specifications thereof showing the nature, kind, shape, height, width, color, materials and location of the same shall be submitted to the Committee and approved in writing by the Committee.

Section 7.4 Antennae. California Assembly Bill 104 (Hauser) Antennas, Satellite Dishes amends the CC&R's through Civil Code Section 1376 by *modifying the restriction* on antennas. Video or television antenna, including satellite dish which has a diameter of diagonal measurement of *36 inches or less may be installed where it is not visible from any street or common area.* All requests must be submitted to the Committee and approved in writing by the Committee. Additionally, any and all damages from the installation of such antenna or dish will be the responsibility of the homeowner. However, with the exclusion of the above mentioned antenna, no exterior radio antenna, citizen band (CB) antenna, short-wave antenna or other antenna of any type shall be erected or maintained anywhere in the property.

Section 7.5 Adornments. No planters, address signs, signs, placards, or any other adornments shall be attached to the buildings or doors. Nor shall any pots or planters be placed on top of patio fences at any time. Wreaths on the front entry door may be allowed if they are not permanently attached. The Board reserves the right to reject wreaths which are not appropriate. The unit owners will be liable for any damages resulting from the hanging of wreaths on the front entry door.

Section 7.6 Tent Structures. No such structures are permitted except for temporary and occasional use. However, no such structure may be used on a daily basis, on a routine basis, nor left up overnight. These restrictions are similar to those of Westpark Maintenance District.

Section 7.7 Decorative Displays Outside of Units. Unit Owners shall not cause or permit anything *other than* holiday decorations to be hung or displayed on the outside of windows or outside of units without the prior written consent of the Board. Holiday decorations may not be installed as to damage the outside of the building or compromise the safety of the building residents. The unit owners will be liable for any damages resulting from the decorations. The display of holiday decorations shall be limited to a reasonable period of time both prior to and after the specific holiday.

Section 7.8 Non-Compliance. Should changes be made to the unit or property without the Architectural Committee written authorization, within 45 days notification to the unit owner, the owner shall restore the property or the Association may restore the area or building to its original condition. All costs of the restoration shall be the unit owner's responsibility, plus a discretionary fine levied by the Board ranging between 10%-50% of the restoration value of the property.

ARTICLE VIII Parking and Motor Vehicles

Section 8.1 Authority. The Westpark Las Palmas CC&R's require that the Association, or agency representing the Association, enforce all parking restrictions. Please refer to: CC&R's Article VIII Residence and Use Restrictions, Section 8.02 Parking and Vehicular Restrictions.

Section 8.2 General Parking Policy. All parking in off-street lots and on-street parallel parking is designated for "Visitor Parking", and as such, **overnight parking by residents is prohibited** except for vehicles with short-term waivers or long-term permits. Aside from the aforementioned exceptions, residents must park in garages or driveways. **Visitor parking violations will be subject to fines and/or towing.** All non-parking areas, which include curb parking in front of driveways/garages and between garages, will also be subject to fines and/or towing. There shall be no parking in "Fire Lanes". Fire lanes are marked by red curbs and/or signs. **Fire lane violators will be towed at violators expense without notice.**

Section 8.3 Limitations of common element parking space use. The use of common element parking spaces is limited to use by visitors and residents with a temporary waiver or long-term parking permit. Any other vehicle is subject to towing at owner's expense. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.

Section 8.4 No Parking Areas. Vehicles may not be parked in such manner as to block access to garages, fire hydrants, sidewalks running perpendicular to drives, pedestrian-crossing areas, fire lanes, or clear two-lane passage by vehicles on roads and drives. Vehicles may not be parked between garages. Vehicles in violation will be subject fines and/or towing. Any vehicle parked in such a manner as to create a safety hazard will be towed immediately, without notice, at owners expense. Vehicles parked in fire lanes marked by red curbs and/or signs will be towed immediately at violators expense.

Section 8.5 Visitor Parking. Guest's vehicles parked on the property should display a "Visitor Parking Permit". Except where special arrangements are made, a guest's vehicle may utilize visitor parking for no more than three (3) nights, or seventy-two (72) hours cumulatively during a one week period from Sunday to Saturday. Notification to the property management is required if visitor will be parking for a

longer period. Failure to comply with visitor parking restriction may result in violations and/or towing. It is the resident's responsibility to provide guest with permit.

Section 8.6 Resident's Short-term Parking Waiver. These temporary permits may be requested for extenuating circumstances of a short-term nature. These permits will allow parking of the resident's vehicle in common element parking areas but will not guarantee the availability of space. Residents must be in good standing with the Association and a waiver may be revoked for non-payment of association dues. Waivers are a privilege and not a right and any abuse of the privilege will result in the privilege being revoked.

Section 8.7 Resident's Long-term Parking Permit. Permits for long-term (over 1 month) may be requested for extenuating circumstances. Parking Permits are not automatic and may be revoked by the board. Parking Permits may be unavailable or limited in some areas due to limited parking spaces in that particular area. These permits are charged a per month fee (see schedule) to offset administration costs and to enforce an equitable sharing of the common element use. Non payment of monthly fee with continued parking is a violation and will result in the vehicle being towed at the violator's expense. These permits will allow parking of the resident's vehicle in common element parking areas but will not guarantee the availability of space. Residents must be in good standing with the Association and the permit may be revoked for non-payment of association dues. Permits are limited to a maximum of one per unit. Permits are a privilege and not a right and any abuse of the privilege will result in the privilege being revoked.

Section 8.8 Garage Use. No boat, trailer, non-motor driven vehicle, or non-daily use vehicle can occupy space in a garage, if by doing so, displaces a vehicle from garage or driveway onto common element outside parking. Nor shall a garage be used for living, recreational or business purposes. Also, a garage shall not be used for storage if such usage displaces more than one vehicle from garage, or causes any vehicle to be parked in common element outside parking. Garage doors shall be kept closed at all times, except as reasonably required for ingress to and egress from the interiors of the garage.

Section 8.9 Boats, Campers, Motorhomes, Trailers, Trucks and Commercial Vehicles. Boats, campers, motorhomes, trailers, trucks and other vehicles having more than four tires, and commercial vehicles are prohibited in the common element parking areas and driveways, except for temporary loading and unloading, for periods

not in excess of ten hours, or as may be designated by the board. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

Section 8.10 Off-Road, and Unlicensed or Immobile Vehicles. Off-road vehicles including trail bikes, jeeps and other four-wheel-drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the Property. Except for other motor-assisted bicycles and wheel chairs as permitted by state law, all highway vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Vehicles will not be disassembled, repaired, rebuilt, painted or constructed except for inside garages with the door closed. Following Notice and Hearing, the Association may remove, at the cost of the unit Owner responsible, any vehicle remaining immobile in excess of 48 hours.

Section 8.11 Compliance with Law. All persons will comply with California State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

Section 8.12 Speed Limit. The speed limit on the entrance road (Coronado) is 25-miles-per-hour. The speed limit on other drives is 15-miles-per-hour.

Section 8.13 Parking Permit Applications. Resident's temporary waiver and long-term permits may be requested by completing the appropriate form and forwarding to the property manager. Application forms are available through property management and permits will require a monthly fee.

Section 8.14 Enforcement, Violations, Fines and Fees. Parking rules will be strictly enforced. Violations are subject to fines and towing. After three (3) violations (per unit) within a twelve (12) month period the offending vehicle will be towed. Fines which are levied are in accordance with our Schedule of Fines. Parking fees are used to defray the administrative cost of the parking policy and patrol service and to enforce an equitable sharing of the common element use. It is the owner's/resident's responsibility to prevent towing of their vehicles and not the responsibility of the Association.