

UNIVERSITY PARK TOWER HOMEOWNERS ASSOCIATION, INC.

Rules and Regulations

Effective: 01/31/17

The Association has adopted and established these community standards to assist in maintaining the Community as a prime residential property and a place for which we can all be proud. The rules & regulations are designed to protect ownership investment and to preserve the University Park Tower (UPT) as a pleasant and desirable place to live, and to own.

Within this document, "Common Areas" will include, front lobby, hallways in the entry area and on all floors, lobby area of each floor, club room, pool area, outside front and back entrance within 100 feet of the building, stairwells, storage room access, balconies, and elevators. Any violation of the following community standards will result in action being taken as set forth in the enforcement policy for the association.

ADMINISTRATION AND OPERATIONS

1. LEASING DWELLING UNITS

- a. Owners are responsible for the actions of their tenants and their guests. Any violation and therefore, any fines or fees associated with such violation, shall be the responsibility and liability of the Owner of the Dwelling Unit in which the tenant lives, or to which the guest or invitee was visiting.
- b. Any Owner who desires to lease a unit shall submit a copy of the signed lease and the terms associated with that lease to the management company within 14 days of the effective start date. The lease will stay on file at the management company.
- c. All pertinent owner / tenant information (phone numbers, emails, emergency contacts, etc.) must be furnished to the management company within 14 days of occupancy. Forms are available in the UPT Onsite Managers office and on the UPT Website.
- d. All leases shall be subject to the governing documents of the Association and shall state such.

2. NOXIOUS ODORS AND SMELLS

- a. The Colorado Clean Air Act of 2006 (CRS 25-14-204) prohibits smoking in general common areas of a condominium. Therefore, smoking is prohibited in all common areas of the property, including, but not limited to lobbies, hallway's Club Room, and Swimming Pool area.
- b. Smoking of any kind must be contained in the individual dwelling units and must not disrupt the enjoyment of others living in the building.
- c. Smoke and other noxious smells must not be allowed to seep under the doors into common areas or travel through the vents that connect with other units.

- d. To the extent that any smell that is considered offensive, an annoyance, or nuisance to others; or is considered unsafe or hazardous to the health of people or pets within the building due to infiltration into adjoining units; the Association may take action to enforce the declaration. This includes cigarette and marijuana smoke smells. All enforcement shall be conducted in accordance with the Association's Rules and Regulations, and Bylaws.

3. DISTURBANCES

- a. While on the property: owners, residents, guests and invitees shall exercise care to avoid making or permitting to be made, loud, disturbing or objectionable noises and in playing, or permitting to be used or played, musical instruments or devices in such a manner as may disturb, or tend to disturb owners or residents of other units.
- b. No construction, moving of large household items into or within a unit, or use of limited or general common elements so as to create a disturbance are allowed between the hours of 9:00 p.m. to 8:00 a.m.
- c. All Owners, residents and guests shall comply with City of Denver Ordinances (Revised Code, Sections 36-6 and 38-101). These codes state that noise levels above 50db are not permitted after 10pm and in addition states that:

Between the hours of 10:00 p.m. and 7:00 a.m., no person shall use or operate or allow to be used or operated any musical instrument, loudspeaker, public address system, radio, tape player, disc player, television set, or other sound amplifying equipment in such a manner as to be plainly audible when crossing a property line or within a dwelling unit which is not the source of the sound.

Failure to comply will result in a fine to the Owner.

4. PETS

- a. Unless in a Dwelling Unit, pets shall be carried, be in a pet carrier, or be on a hand-held leash while on the property both inside and outside the building.
- b. Pets shall not be leashed to any object in or around the Common Areas.
- c. Owners are responsible for any property damage, injury or disturbances caused by their pets both inside and outside of the building.
- d. Pets shall not be permitted to bark, howl, make other loud noises, or cause an offensive odor which shall disturb others in the building.
- e. Pets shall not be permitted to urinate or defecate within any of the Common Areas – inside or outside of the building. In the event that an animal accidentally defecates or urinates within the Common Area, the pet owner must immediately clean up after the pet.
- f. Animals are never allowed in the pool area for any reason.

- g. Pets unleashed and/or without tags are subject to removal by Animal Control.
- h. All City and County of Denver ordinances and laws pertaining to animals must be complied with.
- i. Any one violation of the items listed in this section will warrant a warning. Any subsequent violation will result in a fine.
- j. Residents are limited to two (2) pets per unit.

5. TRASH

- a. It is prohibited to throw trash or garbage anywhere outside the disposal installations provided for such purposes.
- b. Large trash bags and boxes must be placed in the provided dumpsters located in the northwest area of the parking lot.
- c. All trash that is placed in the trash chutes located in the laundry room of each floor shall be bagged in small grocery-type bags and no trash shall be placed in the chutes which will cause a blockage. If an individual (s) is identified as violating this rule and the trash chute is clogged, the owner of the unit will be assessed a fine and responsible for the cost for parts and labor necessary for repairs.
- d. No trash may be placed within any Common Area. This includes the Laundry Rooms.

6. USES OF COMMON AREAS

- a. Private property including, but not limited to, toys, tools, laundry, bikes, etc., may not be left unattended in the Common Areas. Property left unattended may be discarded. No personal property is to be left or sold in the Common Areas.
- b. A Lost and Found is maintained by the Onsite Manager. Found items will be held for 30 days. After that time, the item(s) will be discarded or donated.
- c. No exterior decorating, except as herein described, shall be done to any Unit, nor shall any change be made to the doors or windows without written approval of the Association. Door decorations are allowed, but must be limited to 18 square inches, and must be approved by the Association. Holiday decorations will be allowed within a 30 day time-frame surrounding the holiday.
- d. No Dwelling Unit doors, stairwell doors, or entry doors to the building shall be propped open.
- e. No signs or placards of any type shall be posted in or on the Common Areas. All postings are to be kept in the bulletin board locations in and around the first floor and must be approved by the Association. This includes advertisements for leasing and selling. The Association reserves the right to remove any inappropriate, obscene, offensive; or disrespectful literature or decorations from the Common Areas. The Management Company and HOA reserves the right to post signs on an informational basis.

- f. Nothing in the Common Areas shall be altered, constructed, or removed except upon the prior written consent of the Association.
- g. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored on any part of the Common Areas without the prior written consent of the Association.
- h. No Owner, resident or tenant shall install wiring, cabling, electrical or telephone equipment, television antenna, machines, equipment or air conditioning units, etc., on the exterior of the Property or that protrudes through the walls or the roof of the Property except as authorized by the Association.
- i. Satellite dishes are allowed on the south side of the building but must be placed/attached to the balcony at one of the ends of that unit's designated balcony.
- j. An Owner shall grant the right of entry to the management agent or to any other person authorized by the Association in case of an emergency originating in or threatening, his/her Unit or another unit, as determined by the Association or its duly authorized agent, whether the Owner is present at the time or not. (An emergency is imminent loss of life or property as determined by the Association.). If it is determined that the emergency could result in the life or safety of another or it is determined that there is potential property damage or loss and the Owner cannot be reached, a locksmith will be summoned and the Owner will incur that expense.
- k. The Association must be able to have access to all Common Areas, some of which may only be accessed through an Owners Unit. Therefore, the Association must have a key on file and or the most current and updated contact information for the owner. If the unit cannot be accessed during an emergency and the owner is unavailable any damage incurred due to lack of access will be the financial responsibility of the Owner.
- l. Each Owner shall have the right and obligation to keep the Common Areas designated for use in connection with his/her Unit in clean, sanitary, and attractive condition.
- m. Bicycles are not to be placed in any hallway, left unlocked, or locked on any of the Common Areas except for the bike racks located in the pool area, or other area designated by the Association.
- n. Any vandalism shall be dealt with by the appropriate authority and shall be a violation of the Rules and Regulations. The responsible party/Owner will be held accountable for any and all damage to any of the Common Areas and will be billed for repairs or replacement.

7. LOBBY

- a. The lobby shall not be used for storage, parties or other functions. It is to be used for short term or temporary activities such as greeting or saying goodbye to guests, or waiting for a ride or delivery.
- b. The lobby may occasionally be used for University Park Tower HOA events or activities.

- c. Unwanted items are not to be left in the lobby; all items that are intended to be disposed must be taken to the trash dumpster located in the northwest parking area.

8. ROOF

- a. No residents or owners are permitted on the roof.

9. LAUNDRY

- a. Washing machines are not to be installed in any location within University Park Tower except within the designated Laundry Rooms. The installation of a washing machine will not be permitted in any individual homeowner unit.
- b. Laundry facilities are for the use of the University Park Tower residents only.
- c. Users are required to clean dryer lint filters after each use and wipe up all spills.
- d. Please notify the UPT Onsite Manager of any problems with the machinery, doors, vents or other items that could adversely affect you or other residents.
- e. NEVER prop laundry room doors open. Doing so is a violation of the Denver Fire code.

10. CLUB ROOM

- a. The Club Room is available for private parties of the Association residents and Owners only.
- b. Club Room events must be scheduled 72 hours in advance with the Onsite Manager.
- c. A \$25.00 rental fee (non-refundable), and a \$200.00 damage deposit is required to rent the Club Room. The fee and deposit must be provided as separate checks made payable to the "University Park Tower HOA".
- d. The resident or owner must be in attendance at the event at all times.
- e. Club Room events are limited to 30 people.
- f. Club Room events may be canceled at any time at the discretion of the Association, its agent, or employees for:
 - Disturbing other residents by volume (whether music or otherwise).
 - Not containing the event within the Club Room.
 - Exceeding people limitations.
 - Resident not in attendance
 - Or reasonable complaints from any owner or tenant.
- g. After the function is complete and an inspection of the Club Room reveals no damage, the deposit will be returned in full. The deposit in no way limits the potential liability of the person reserving the Club Room. In the event that damages exceed the deposit amount, the check will be deposited and the Owner will be invoiced the appropriate amount. If an Owner has not made payment within 30 days, the invoiced

amount shall be treated as an Assessment under the Delinquency Procedure as stated herein.

- h. The Club Room is available until 10:00 p.m. Sunday through Thursday, and until Midnight Friday and Saturday.
- i. All individuals who use the Club Room shall clean up after themselves.
- j. The reservation of the Club Room is limited to that room and does not include exclusive use of the pool and the pool area.

11. SWIMMING POOL

- a. The swimming pool is for use by Owners, residents, and their guests (no more than three at one time and only when accompanied by an adult resident).
- b. There is no lifeguard on duty. All persons swim at their own risk.
- c. Proper swimming attire is required at all times. No cutoffs and/or denim clothing are allowed.
- d. Persons 17 years of age or younger must be accompanied by an adult (resident or Owner) at all times while in the pool area.
- e. Pets are not permitted in the pool area at any time.
- f. No glass containers are allowed in the pool area. No food or drink may be served or consumed within five (5) feet of the pool.
- g. Smoking is not permitted in the pool area.
- h. Pool furniture may not be removed by Owners or residents from the pool area at any time.
- i. Pool hours are from 6:00 a.m. to 10:00 p.m.
- j. All rules posted in the pool area must be followed at all times.

12. MOVING

We ask that all community members (owners and tenants) comply with these moving regulations and procedures for the safety and well-being of community members and their guests. University Park Tower does not have a service/freight elevator dedicated to the moving of furniture and personal items during move-in and move-out. Therefore, it is imperative that everyone follow these procedures in an effort to coordinate moves and use of the elevator; to cover wear and tear of the elevator and common areas; and to minimize inconvenience to other community members. Please plan ahead when planning your moves in/out of University Park Tower.

A move into and out of the University Park Tower will be defined as the process of:

- an owner moving his/her possessions into a unit upon taking ownership of the unit, or moving possessions out of a unit after selling or leasing the unit to another party.
- a tenant moving his/her possessions into a unit upon signing a lease to rent the unit, or moving possessions out of a unit upon the lease being terminated.

- a. All moves whether into or out of the building, require a 48-hour notice to the Onsite Manager to coordinate move scheduling. Please contact the Onsite Manager to make arrangements. A Moving Reservation form must be completed and signed as part of this process. This form is available in the UPT Onsite Managers office and on the UPT Website.
- b. A \$500 refundable damage deposit is required for all moves into and out of the building. The deposit must be provided as a check made payable to the "University Park Tower HOA".
- c. A \$25 refundable elevator key deposit is also required for any move that requires use of the elevator. This key will provide the ability to operate the elevator in independent service mode, thus providing full control of its use. The elevator MUST be operated in independent service mode during a move to avoid elevator malfunction. Failure to return the elevator key will result in the forfeiting of the elevator key deposit. If the failure to return the key results in the necessity to re-key the lock, the cost to re-key the lock will be deducted from the damage deposit.
- d. Only the east elevator is to be used for moves. The west elevator shall never be used for moving, unless the east elevator is unavailable and the elevator pads have been transferred from the east elevator to the west elevator.
- e. The front doors of the building are not to be used for any moves. All furniture and belongs are to be moved into and out of the building through the rear door only.
- f. Moves can only be scheduled during the following times:
 - Between 9:00 a.m. and 8:00 p.m. - Monday through Friday
 - Between 8:00 a.m. and 8:00 p.m. – Saturday and Sunday.
- g. All residents must have access to an elevator during moves. Because of this, only one move in or one move out will be allowed to be scheduled at any given time.
- h. The Onsite Manager will not open any doors for moving into the building or a Unit.
- i. The Moving Reservation form will document the condition of the elevator and common elements prior to and after the move. After the move is complete, elevator key returned, and an inspection reveals no damage, the deposit(s) will be returned in full. In the event that damages occur, the cost for repairs will be deducted from the damage deposit. In the event that damages exceed the deposit amount, the check will be deposited and the Owner will be invoiced the appropriate amount. If an Owner has not made payment within 30 days, the invoiced amount shall be treated as an Assessment under the Delinquency Procedure as stated herein.
- j. All moving boxes must be crushed and/or flattened before being disposed of in the dumpster. No boxes shall be disposed of in the trash chute located in the laundry room.
- k. All lobbies and hallways must be kept clear at all times. Limited time will be allowed for boxes and furniture to remain in the Common Areas - enough time to be moved from the Common Areas into the individual unit.
- l. No unauthorized moves will be allowed. Any unauthorized move will result in a fine of \$200 fined to the owner in addition to any damages. This fine will also be charged for

illegal use of the west elevator, or the use of the east elevator without use of the elevator key.

Please note: The University Park HOA will also charge each owner a one-time fee of \$250 as part of any ownership transfer of title. This fee will be used to cover wear-and-tear costs that commonly occur during elevator usage, and the moving of items in/out of the building.

13. MISCELLANEOUS USE OF ELEVATOR

Special use of the elevator may be required when large items, such as appliances, furniture, carpeting, etc. are being replaced by an owner/resident. If this situation occurs, it is recommended that the use of the elevator be reserved, and an elevator key be obtained. Please coordinate these events with the Onsite Manager. No deposits will be required. However, the Owner will be invoiced the appropriate amount for any damages that occur.

14. BUILDING ACCESS

- a. This is a controlled access building. In order for visitors to have access to the building, you must provide your phone number and unit number to the Onsite Manager, so it can be added to the Intercom system at the front door.
- b. To help assure safety to all residents, NEVER grant access to solicitors, strangers or unauthorized individuals into the building.
- c. It is the homeowner's responsibility to notify the management company when there has been a change in the homeowner's tenants. Forms are available in the UPT Onsite Managers office as well as the UPT Website.
- d. All owners shall forfeit their KeyFOBs upon sale of their unit to either the management company or the new owner.

15. FOBs

We ask that all owners keep track of their FOBs and record FOB numbers. Please report any FOBs that are lost/stolen or are known to be in possession of individuals who no longer need access to the University Park Tower.

- a. There is a limit of four (4) FOBs per unit, unless otherwise approved in writing by the Board of Directors.
- b. A lost or stolen FOB will be deactivated. Replacement FOBs will be reissued at a cost of \$25.
- c. FOBs will only be issued to the unit Owner or to a property manager after written approval from the Owner. Agreement forms are available at the Onsite Manager's office or via the management company.
- d. Only owners and tenants listed in the designated unit will be issued a building FOB after providing a photo ID for verification.

- e. All tenants must return their FOB's to the unit owner prior to the termination of their lease. It is the responsibility of the unit owner to notify the management company of any non-returned FOBs so that these FOBs can be deactivated.

16. PARKING LOT

- a. All Parking Units, except those owned by the Association, must be owned by an Owner of a Dwelling Unit. Therefore, it is the responsibility of the Owner to deal with illegally parked vehicles in their Parking Unit(s).
- b. No vehicle or vehicles will be allowed to encroach upon any other vehicle's parking space or impede the flow of other vehicles or pedestrians to/from their parking space.
- c. Minor maintenance (oil change, tire replacement, changing of windshield wipers, etc.) of vehicles may be performed in the lot. No major vehicle repairs are permitted on the property.
- d. No recreational vehicle, boat, trailer or other type of recreational equipment may be placed in a Parking Unit for more than 24 hours without written approval from the Association.
- e. Residents of University Park Tower are not allowed to park in the Guest Parking Spaces, and are subject to being towed.
- f. All guests parking in the Guest Parking Spaces must register upon entry into the building. Vehicles not registered and/or parked for longer than 4 hours, will be towed at the vehicle owner's expense.
- g. No signs shall be installed in the parking lot or on the fences without approval by the Association.
- h. The use of a parking space may be leased to another Resident of University Park Tower. A formal Lease Agreement must be written for this purpose and a copy furnished to Management Company within fourteen (14) days of execution.
- i. The six (6) spaces on the north side of the building are designated as "For HOA Use Only" and should only be used by contractors, or individuals conducting business on behalf of the Association. All contractors, individuals conducting business on behalf of the Association, or homeowners utilizing contractors who need to park their vehicles on Association property must coordinate parking with the Onsite Manager. Failure to do so may result in the towing of the vehicle.

17. TOWING

- a. Owners/tenants have the right to remove unauthorized vehicles from their designated parking space.
- b. Only Owners and tenants can tow a vehicle from a designated/reserved space UNLESS vehicle presents a danger to others, is inoperable, or has expired plates.

In those cases, the management company is authorized to tow a vehicle on the property.

- c. Only the management company can tow a vehicle from the Visitor's Parking area, Fire Lane or HOA spaces.
- d. The towing company or HOA Management can tow a vehicle from the Handicapped visitor space if the vehicle does not display a handicapped license plate or a rearview mirror placard. A vehicle without handicapped parking authorization can be towed immediately from the handicapped space. The Handicapped parking space is under the same 4 hour guest parking limit and the vehicle owner must sign in at the lobby desk.

18. STORAGE

- a. No volatile, hazardous, flammable or illegal material may be stored in a storage unit.
- b. No items may be stored outside of a storage unit, protrude outside of the storage unit impeding access to other storage units, or protrude into adjoining storage units.
- c. The use of a storage unit may be leased to another Resident by the Owner of said Unit. A formal Lease Agreement must be drawn up for this purpose and a copy furnished to the management company within fourteen (14) days of execution.
- d. The security, maintenance and cleanliness of each individual storage unit is the responsibility of the appropriate Owner.
- e. No storage is permitted in any electrical room, janitorial room, laundry room, stairwell or hallway.
- f. The HOA is not liable for the loss or damage of any items stored inside individual storage units.

19. BALCONIES

- a. Barbecues and heaters on balconies: Only electric grills are permitted on balconies. Section 308.1.4 of the Denver Fire Code states that:

No gas-fired grills, charcoal grills or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 feet (3 m) of any structure.

Therefore, gas-fired or charcoal grills will not be permitted to be used or stored on any balcony. Any gas-fired or charcoal grill must be removed from the balcony area.

- b. There shall be no storage of items on the balconies.
- c. Only furniture manufactured for outdoor use shall be utilized on the balconies.

- d. No items shall be draped over or signage attached to railings or overhang.
- e. No glass objects or furniture with glass components shall be used on the balconies.
- f. Absolutely nothing shall be thrown, dropped or poured from the balconies.

20. WINDOWS

- a. The controls of any window on the north side of the building shall not be altered to allow the window to open beyond its designed specifications. High winds have been known to detach windows from the building structure when windows are allowed to open fully.

21. ARCHITECTURAL CONTROL

- a. No addition or alteration to the Common Elements or Parking Units shall be undertaken without written approval from the Executive Board or (if established) the Architectural Control Committee.

22. MISCELLANEOUS

- a. There shall be no tampering or damage to the mailboxes.
- b. Owners shall notify the Association of change of address and phone number.
- c. Each Owner shall maintain adequate insurance as required by the governing documents.
- d. Each Owner shall test and inspect their units' smoke detectors twice a year and advise the Association in writing that the test and inspection was performed. Defective or inoperative detectors are to be replaced immediately. Smoke detectors have a general life expectancy of 10 years. Any smoke detector that is more than 10-years old must be replaced regardless of their functionality.
- e. Owners are responsible for maintaining and servicing the Fan Coil units. This includes the blowout of the drain and the upkeep of the condensation pans. This must be performed twice per year to avoid overflow of clogged drains.
- f. Regular maintenance of refrigerators with ice makers and water is the responsibility of the unit owner to avoid leaking of water that could cause damage to common areas or other units in the building. Any damage caused by a leaking refrigerator will be the responsibility of the owner.
- g. No activity shall take place or condition exist which may cause insurance rates to increase or insurance coverage to be cancelled.
- h. No activity shall take place which may negatively affect property values of the units.
- i. No activity shall take place or occur which may negatively affect an Owner or Resident's reasonable peaceful enjoyment of their unit, on the limited Common Elements, or the Common Elements, including, but not limited to, harassment or other threatening behavior.

- j. No activity by an Owner or resident shall take place or occur which may negatively affect a contractor, vendor, agent, guest, invitee or an Association employee on the Limited Common Elements or on the Common Elements including, but not limited to, harassment or other threatening behavior.
- k. No Owner or resident shall harass or threaten another Owner, resident, contractor, vendor, agent, guest, invitee or Association employee through verbal, written, telephonic or electronic communication.
- l. No activity shall take place which shall be a violation of municipal, state and/or federal codes, ordinances, statutes or laws.
- m. There shall be no violation of the Association's Declaration of Covenants, Conditions and Restrictions, any other governing documents; or any amendments thereof, or any of the duly adopted policies.

23. EMERGENCY AFTERHOUR INCIDENTS

- a. After hour emergencies should be called into the management company. Follow the appropriate prompts to access an on call representative.
- b. After hour calls which are not emergencies or which concern an issue that is not the Association's responsibility shall not only be a violation of these Rules " & Regulations, but shall be invoiced accordingly.

ENFORCEMENT

These Rules and Regulations are enforceable by the Association

PLEASE NOTE: UNIT OWNERS ARE RESPONSIBLE AND LIABLE FOR THE ACTIONS OF THEIR TENANTS, GUESTS, INVITEES, AGENTS, CHILDREN, CONTRACTORS AND ANY OTHER PERSON VISITING, DELIVERING TO, WORKING ON OR IN ANY MANNER SPECIFICALLY ASSOCIATED WITH THE UNIT, OR THE UNIT OWNER, OR RESIDENT.

- 1. Owners and tenants must address all UPT employees and the Management Company in a respectful manner. No swearing or abusive language or tone will be tolerated in person, on the phone, or via email.
- 2. Any fine, charge and fee imposed and/or assessed hereunder shall be and constitute a Default Assessment as defined in the governing documents of University Park Tower Homeowner's Association, Inc.
- 3. Complaints against violators of any of the intangible Rules and Regulations shall be submitted to the Association in writing stating the nature of the violations, date, time, location, name(s) of the accused and all pertinent facts needed to support the complaint(s). Complaints must be in writing before action will be taken. All tangible violations do not need written complaints, and upon verification, the association shall act. No action will be taken if the complaint is anonymous.

4. If a violation of any Rule or Regulation occurs, the appropriate Owner will be sent a First Offense notice requesting correction of the infraction or immediate cessation of the action, unless otherwise stated. The time frame to correct the infraction may vary depending on the violation. If the problem continues, a Second Notice shall be sent and a hearing shall be scheduled by the Association. The notified Owner may attend the Hearing, not attend the Hearing, send a representative to the Hearing or submit documents or correspondence for the Association to review. After the Hearing, the Association will decide if a fine should be assessed. Any out-of-pocket expenses incurred by the Association shall be passed on to the responsible party.
5. Any owner who receives a violation notice may attend a regularly scheduled Board meeting to discuss the violation with the Board. If an Owner wants the violation issue to be placed on the meeting's agenda for discussion, the Owner needs to notify the management company at least 10 days prior to the date of the meeting.
6. Concerning the Pet Section of the Rules and Regulations, any one violation of the items listed in this section may be grounds for immediate removal of the pet(s) from the property plus the penalties as listed herein.
7. Concerning the Parking Section of the Rules and Regulations, not only can a violation be enforced as described herein, but the offending vehicle may be towed at the discretion of the Association or the appropriate Owner, for which acts the Association shall not be liable for any and all damages or towing expense.
8. No provision contained in the Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations which may occur.
9. If the offense is a City Code, Ordinance or Statutory Violation, the proper authority will be notified.

All fines, charges and fees assessed under these Rules and Regulations shall be treated the same as an assessment including appropriate late payment charges.