

# **DESERT SUN CONDOMINIUMS A SENIOR COMMUNITY**

3270 SOUTH GOLDFIELD ROAD, APACHE JUNCTION, AZ 85119

## **A GUIDE TO OUR COMMUNITY and RULES AND REGULATIONS**

**AS AMENDED AND UPDATED  
April 2016**

**Condo owners must supply a copy of these rules and regulations to their renters. All residents should keep a copy of this document in a conspicuous place for quick reference.**

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## **I. INTRODUCTION**

We have all chosen to live in Desert Sun and in doing so have made a conscious decision to trade the relatively-free environment of single dwelling living for a more inter-dependent Condominium Community life style. The purpose of this Guide is to inform and remind ourselves of our underlying responsibilities as Condominium Homeowners to our Community and to each other.

In preparing this document, the Rules Committee has attempted to extract pertinent data from our Declaration of Covenants, Conditions and Regulations (CC&R's), Bylaws, and Rules and Regulations, all of which affect our living, property and life style here at Desert Sun Condominiums. This document is a summary of our governing rules and regulations, as well as, our responsibilities under those rules.

The responsibility for the adoption and publication of rules and regulations governing the use of the Common Elements, facilities and any area within Desert Sun, the personal conduct of the owners and their guests thereon, and to establish penalties for the infraction thereof rests with the Board of Directors (Section 6.2 of the CC&R's and Article VII, Section 1 of the Bylaws).

A.R.S. § 33-1242 grants the power to condominium associations to assess reasonable charges for late assessment payments and reasonable monetary penalties for violations of the governing documents. Monetary penalties for violations of the governing documents may be assessed only after notice and an opportunity to be heard. Any penalty assessed is enforceable by the Association in the same manner as all other assessments as provided in the CC&R's.

This Guide is made up of four sections. Section 1 introduces and describes the need for a document to guide us in our everyday Condominium living at Desert Sun. Section 2 lists the Rules and Regulations themselves. Section 3 outlines a procedure for processing complaints of rules violations, and Section 4 contains information on monetary penalties (fines).

We all have a stake in Desert Sun and want to ensure that our community will always be an attractive, highly valued, safe, harmonious and desirable place to live. With that goal in mind, this Rules and Regulations Guide was prepared to outline some of the standards by which we live together.

## **II. RULES AND REGULATIONS**

### **PREAMBLE**

The following rules and regulations are intended to provide the owners, renters and guests with safe use and enjoyment of the Desert Sun Condominiums facilities, while at the same time, balancing the needs of each owner with the rights and obligations of all others; and in addition to maintaining the beauty of the entire condominium complex.

Currently, the Desert Sun Condominiums Homeowners Association (“Association”) does not permit any employees or Management personnel to be active in regard to the sale or rental of any condominium unit(s) (‘units’) located in the complex. In addition, no such persons are permitted to accept a finder’s fee in regard to the ultimate sale or rental of any unit during their time of affiliation with the Desert Sun.

The Association’s Board of Directors requests that all Owners, Guests and Renters shall for the enjoyment of and in consideration for all other residents abide by the following rules:

1. Avoid frequent and/or unnecessary **contact with Directors** outside of Board meetings in regard to matters concerning Desert Sun business unless deemed an emergency. Furthermore, there shall be no interaction that may reasonably be considered the harassment of Directors, other Residents, Management or Employees by any person or organized group of owners for any purpose. Any actions reasonably deemed to constitute sexual harassment of any person on site at any time will not be tolerated. All such actions that may be deemed harassment of any nature, shall be considered actionable by way of proceeding with a filed formal complaint process as provided in Section III & IV.
2. **Motorized vehicles shall not be operated on site at a speed exceeding 10 MPH.** Vehicles parked in stalls or in guest parking areas with sidewalks adjacent, shall not park in such a manner so that any part of the vehicle shall extend over the sidewalk or past the end of the white lines identifying the location of parking stalls.
3. **Check-In/Vehicles:** Attend at the DESERT SUN office within 48 hours and register their arrival with the DESERT SUN office assistant on site. All persons parking vehicles on site for extended periods in excess of 48 hours, shall obtain and display on the vehicle a valid vehicle parking permit as issued by the DESERT

SUN office. Within 48 hours of arrival, all persons are requested to review and become familiar with the current updated rules and regulations governing all DESERT SUN residents.

4. **‘Quiet Hours’** shall be respected and followed in and around units from 10:00 p.m. until 7:00 a.m. every day. In establishing the quiet hours, all owners, guests and renters and their respective guests are expected to acknowledge the privacy and desire for quiet desired by others on site and to keep all noise levels to such a low degree as to avoid disturbance.
5. **Door-to-door solicitation** by any off-site commercial vendors is not permitted. In the event that any such solicitation is encountered, owners are requested to advise the office of the event as soon as practicable in order to have such vendor removed from the site. Any owner who may wish at any time to sell their property, whether real or personal, may do so by the use of an advertised notice to be posted in the clubhouse or other location as and where the same has been designated. Use of such postings shall be limited to owners and registered occupants only.
6. **Signs:** An industry standard, commercially produced “for sale”, “for rent” or “for lease” sign offering the Unit for sale or for rent may be posted in the window of that condo or elsewhere on the Owner’s condo Unit in accordance with Arizona law. The size of the sign shall not exceed 18 x 24 inches. . Owners wishing to advertise a vehicle for sale my post a sign in a conspicuous place on the vehicle as permitted by Arizona Law.
7. There shall specifically be **no smoking** anywhere within 20 feet of access to the entrances to or in or around the clubhouse, pool, library, shuffleboard courts, mini golf area, horseshoe pitch or pickle-ball court or other amenities on site as may be subsequently identified by the Board.
8. Respect the designation of DESERT SUN as being a 55 or older facility. **As such at least one registered occupant of any unit must be at least 55 years of age in order that the unit may continue to be occupied.** No occupants who are under the age of 18 shall be permitted to remain as occupants for any period of time in excess of 14 days duration at a time and any such person may not reside in a unit for any more than two occasions in any calendar year.
9. **Common Elements/Personal Property:** The exterior stucco finish and the window frames for exterior windows of all units are part of the Common Element property within DESERT SUN. The replacement and maintenance of all exterior

glass windows and screens are the sole responsibility of owner(s) of any unit. The only items permitted to be attached to the exterior walls, doors or windows are the following: 1 unit identification number sign. 1 name plaque measuring 18” square in maximum size. 1 temperature thermometer measuring 12” square in maximum size. Unless otherwise approved by Board resolution, nothing may be permanently attached to the ceiling, arches or railings of the walkways of all buildings. The only items that are permitted to be left unattended on the walkways outside all units shall be 2 deck/patio chairs, 2 folding or stacking chairs, 1 doormat measuring the width of the entrance doorway, but which shall not be greater in depth than allow a minimum of 37” hallway walking clearance between rail and doormat. A maximum of two potted plants be allowed outside a condo and that they may be either live or silk plants.

10. The Architectural Committee requires the following for installation of appliances, fans and vents.

**Washers & Dryers**

1. Installations require a permit from Pinal County
2. Permit copy shall be given to Desert Sun board
3. No installations shall be permitted without Pinal County permit

**Kitchen Stove /Microwave fans**

1. Must be recirculating and not vented to floor or attic areas

**Bath Vents**

1. Must be recirculating and not vented to floor or attic areas

**Dryer Vents – New Installations**

1. Must not be vented by duct systems
2. Shall be self-condensing dryer system or water box

All existing vents (bath or kitchen) which are vented to floor or attic areas must be removed. Recommended that existing dryer vents (installed prior to April 1, 2016), be cleaned every two years.

In accordance with CC&R’s, all unit structural modifications require the prior written approval by the Architectural Committee and Board of Directors.

11. **Bicycles** shall not be kept on site by owners or other occupants anywhere outside a unit other than in the designated **parking racks** provided on the common element property. In addition, NO personal property including golf clubs, pull carts and walking sticks or boots shall be stored or permitted to be stored outside a unit or in

the breezeways, or covered parking spaces or any other areas of the common element property. Any motorized scooters used by physically challenged persons may be parked against the wall of any building occupied by such person in the breezeway of the building or against the wall outside an owner's unit if the vehicle is expected to be needed for regular use, or other area reasonably necessary to enable a physically challenged resident access to use the unit and facilities, with the Association's written approval. Any request for exceptions or variations must be presented in writing to the Architectural Committee and subsequently approved by resolution of the Board of Directors.

12. **Residents shall assume and be responsible for full parental supervision for all visiting minor children, grandchildren or those of visitors and guests of the resident.** Residents shall provide in some accepted manner proper supervision for all such children while they reside within the unit confines of the complex site. There shall be no use of skateboards, scooters or other means of conveyance within the common element property, whether motorized or not and the use of a bicycle or tricycle by children must be in the presence of a supervising adult.
13. **Holiday decorations** attached to the exterior door of a unit or the exterior deck table or windows shall be properly secured and displayed and they may remain displayed for the holiday season but not to exceed 30 days in length.
14. The display of the American consistent with the **United States laws governing the flag** display code or the flag of the resident's home country as approved by the Board of Directors, or other flags that may be displayed in accordance with Arizona law are permitted.
15. **Unit Interior Changes:** Owners may make improvements to the interior of their unit at such times and in such manner as they may decide, provided that they shall not adversely affect the structural stability, or mechanical integrity of any exterior plumbing, electrical or associated fixtures or otherwise lessen the support of any part or area of the building in which the unit is located.
16. **Common Area Changes:** NO owner shall alter the physical appearance of the Common Element property or the exterior appearance of any unit without first obtaining the prior written approval of the Board of Directors.
17. **All garbage, trash or recyclables shall be placed in the exterior holding containers provided on site.** Recycling containers that are provided display on the exterior of the container a list of all materials that will be accepted for recycling

purposes, and in accordance therewith all residents shall only place such accepted items in the recycling container. All other items not listed must be placed in the garbage bin for removal. Owners are requested to place for deposit return, aluminum cans commonly used for holding soda or beer in containers provided for such purposes that are located near the clubhouse.

18. **Sun Screens:** Owners desiring to replace sun screens over exterior windows of a unit may only use and install the accepted standard of black sun-screening materials as approved by the Board of Directors.
19. **Exterior screen doors** for the unit shall only be installed in accordance with the approved **guidelines** as set by the Board of Directors.
20. In addition to the rules for use as posted at the pool and hot tub, the following regulations as adopted by the Board of Directors shall govern and apply to all owners, residents, guests and renters when using the pool area.
  - a. **NO glass containers** shall be allowed in or around the deck area of the pool.
  - b. No beach balls, snorkels or swim fins are allowed in the pool or hot tub. The use of empty plastic gallon sized containers is only permitted for use during regularly held exercise programs as approved by the Activity Committee.
  - c. Infants and children who wear diapers, including those not toilet trained, are not permitted use the pool or hot tub unless they are wearing swim diapers.
  - d. **Children under 12 years of age are not permitted in the hot tub at any time.**
  - e. Children under 14 years of age using the pool or hot tub must be supervised by an adult person of at least 18 years of age.
  - f. **All persons are asked to shower before entering the pool or hot tub** and to use soap for body wash in order to remove any body suntan or other body lotion.
  - g. All minor children are restricted from the use of the pool and hot tub for length of time as shall be posted in advance of organized dates for adult social activities in the pool area.
  - h. There shall be absolutely **NO diving into the pool** or hot tub by any person at any time.
  - i. The use of recognized and accepted swimming trunks, including both bottoms and tops as applicable shall be worn by all persons regardless of age when attending the pool area for sun tanning or the use of pool and hot tub.

21. **Sub-renting or sub-leasing** of any unit by persons other than the owner shall require the written permission of the unit owner in order to be accepted as legal and valid authorization to DESERT SUN staff. A copy of any such signed document must be filed with the office assistant prior to any renter, or sub-renter receiving a key to take occupancy. *Please note, the on-site office assistant is NOT available on weekends to release keys.* All owners and guests shall in any event, comply with all Board resolutions concerning the requirement for owners, guests and renters to deposit a unit and/or vehicle key with the office as noted below. Management personnel will only release an owner's entry key and/or vehicle key to any other person than the owner, upon delivery to the office of a written authorization signed by the owner and/or his designated agent as filed in the office prior to any request to release a key.
- a. If an owner requests that a key to the owner's unit be released on their direction to the Association or another person, a written authorization must be delivered to the On-site Manager, Office staff or Board Member for that purpose. An authorization via email or fax is an acceptable documentation direction. The direction for release must include the person who is being authorized to use the unit key and when it is to be obtained from the office secured cabinet. The Association is not liable for any loss or damages that may occur as a result of the release of the unit key to any authorized person. A given by the owner to any other person directly, that does not involve the Association or its office, does not require the permission or involvement from the Association or its office and is considered a private matter between the owner and such other person.
22. **Recreational vehicles, boats, trailers, campers**, or other similar vehicles shall NOT be parked in the complex unless authorized in writing by the Board of Directors or on-site management. If any authorization is given, it shall only be for short term loading and unloading purposes and shall not exceed 48 hours in length. Permits to be issued for such purposes as may be hereby permitted are subject to prior request and approval by either the on-site manager, Chairman of the Rules and Regulations Committee, or Board President, and must when issued be displayed prominently on the vehicle being parked.
23. **Vehicle Storage**: Unit owners in Desert Sun Condominiums may store a vehicle on the Common Element property for periods when the Owner is not in occupancy of their unit. Unit owners may store the vehicle in their designated parking stall as has been allocated and is attached to their unit for their exclusive

use as per their property title. Any variance of this regulation must comply with addendum “A” found in the back of this book. **See Addendum A**

24. The Board of Directors has approved specific rules for the use and care of the on-site common element facilities, including the shuffleboard courts, library, card rooms, recreation hall, laundry, swimming pool, billiard tables, pickle ball court and the hot tub. Instructions for use of all facilities are posted at each location and are to be reviewed by all users prior to use.
25. **PET POLICY**: All pets must be registered at the office PRIOR to moving into the complex to determine if they meet the requirements of the Covenants, Conditions and Restrictions for Desert Sun Condominiums.
  - (a) No dog weighing in excess of 15 pounds is allowed. Any owner or renter requesting reasonable accommodation from this restriction to accommodate a disability must contact the Property Manager. Contact information is available in the Desert Sun on-site office.
  - (b) A copy of updated shot records and recent full shot photo showing the entire animal must be submitted along with the pet registration form to the Desert Sun on-site Office prior to the animal residing in a unit.
  - (c) **Pets must be kept on a leash no longer than 6 feet** and cannot be staked or left unattended.
  - (d) **Dogs must be kept away from shrubs, plants, and lawn areas.** The dog run has two gates and keys are available for them from the Office. All excrement must be picked up by the attendant or owner and disposed of properly and promptly.
  - (e) Cats must be litter box trained. Cats are not allowed to use and common property area as a litter box.
  - (f) No puppies under the age of one year are allowed in the complex.
  - (g) No pets are allowed in the pool area, clubhouse rooms, or in unit 505.
  - (h) **To ensure that other owners are not disturbed, only one dog, cat, or bird may be kept or maintained in a Unit without express written approval of the Board.**
26. All bird feeding or bathing methods and devices are prohibited except for Hummingbird feeders which dispense liquid only, from an enclosed reservoir and do not drip liquid to the surface below either by defect or design.
27. All fruit trees in our common area are for the enjoyment and exclusive use of our homeowners and residents. Residents should only pick the amount of fruit that

they can consume in one day. No boxes, bags or large sacks are permitted.

### **III. PROCEDURES FOR PROCESSING COMPLAINTS**

Most rules and regulations depend on voluntary compliance. Violations are usually simple things either overlooked or the occupant (owner/tenant) is not aware of the CC&R's, Bylaws, or Rules and Regulations of the community. Although reluctant to assess fines for rule violations, experience has shown that without appropriate penalties it is meaningless to have rules and to expect people to follow them. All complaints must be in writing, signed, and dated. Anonymous or verbal complaints regarding alleged violations will not be recognized by the Board. The following procedure outlines the process for handling complaints of rules violations.

1. The Rules Committee suggests that in the majority of cases, if any resident observes a rule infraction and discreetly points it out to the violator, the infraction may be resolved without becoming a formal complaint. Owners or rental agents might prefer to be notified of violations in units that are rented.
2. If the discussion does not resolve the situation, the complainant can obtain a form at the office and fill out a formal complaint documenting the rule infraction. The original will be forwarded to the management company for processing, and a copy will be filed and recorded in the Desert Sun Office.
3. The management company will send a "Notice of Violation" to the unit owner (copy to renter if applicable) of the violation. This first notice is a warning requesting that the violation be corrected, and the management company so advised within 10 days.
  - (a) If the violation is corrected, the management company notifies Desert Sun's office where it is recorded, that the complaint has been resolved.
4. If the violation is not corrected within the 10 day period, and the owner has not responded, a second notice will be sent by the management company to discuss the violation. This is an opportunity for the owner to be heard.
  - (a) In the event the owner who receives a "Notice of Violation" believes the violation is invalid, the owner must notify the Association's management company in writing to dispute the complaint. The management company will determine if a hearing with the Board of Directors is needed for the owner to

present his case, or if the violation should be dismissed (i.e., notice sent to wrong owner or address, etc.). The management company will advise all parties of the hearing date after scheduling with the Board.

- (b) If, at the hearing, the Board determines that complaint was invalid or that there are allowable extenuating circumstances, the Board will cancel the “Notice of Violation” and inform the Desert Sun office of the decision.
5. If, at the hearing, the Board determines that the violation stands, the owner will be assessed an appropriate fine (see Section IV Monetary Penalties) that must be paid to Desert Sun within 30 days. (If this is a disputed First Violation, the penalty would probably be a warning.)
  6. If, after 30 days, the violation has been corrected but the fine has not been paid, the Board will add the fine amount to the owners next month’s fee assessment.
    - (a) If, after 10 days, the violation continues, an additional penalty of \$25 per day will be assessed against the owner until the Board of Directors has been notified and verifies that the violation has ceased. The Board will add the total amount of accumulated fines to the owner’s next month’s fee assessment.
    - (b) As each violation is finalized, the Board of Directors will ensure that the Desert Sun Office is advised so that the Notice of Violation and Record of Compliance can be updated.

**NOTE: Any owner who is given a “Notice of Violation” and does not request a hearing within the specified time, or who fails to appear at a properly scheduled hearing, shall be deemed to have waived his/her right to be heard.**

### **Complaint Procedure Execution in the Absence of the Board**

If a Quorum of the Board is not in residence at Desert Sun and a “Local” Executive Session of the Board cannot be scheduled within 10 days; in order to provide owners with violations a quick resolution, the following adjustments to procedure will prevail and take precedence over the procedure as set forth above.

A. All obligations and duties of the “Board of Directors (Board) with respect only to the executive of the “Procedures for Processing Complaints” will be assumed by the “**Board Complaint Processing Committee**”.

B. The Management Company will retain the authority to deny the availability of a “hearing” as outlined in step “4a”, above. The Management Company Representative will be a permanent member of the three person “**Board Complaint Processing Committee**”.

C. Any two (2) of the officers shown below will complete the three person committee. Contact with each officer will be established by the Management Company in the sequence shown below, until a total of two (2) are available and can accept assignment to the complaint, and will act as the board member portion of the “**Board Complaint Processing Committee**” for that individual complaint. This committee, in its entirety, will act on behalf of, and with full authority of the Board for that complaint. Note: If the subject complaint is by or against any of the officers below, then that officer will be ineligible to serve on the committee.

1. President
2. Vice President
3. Secretary
4. Treasurer

D. No “Face to Face” communication with the above committee need necessarily be made. Communication with and among committee members may be limited to telephone (including conference call), email, fax, and letter.

#### **IV. MONETARY PENALTIES**

Each violation of governing rules may result in a monetary penalty (fine) ranging from \$25 to \$100 for each violation. If a violation is of a continuing nature, daily monetary penalties may be imposed until the Owner notifies the Board that the violation has ceased and the Board has confirmed that this, in fact, is the case. A continuing violation includes violations that continue uncured or the same violation that recurs within a 6 month period. Any fine assessed for a violation must be paid within 30 days. Fines not paid within this period will be added to the monthly assessment for the Owners unit. The Board has legal recourse to collect fines from owners.

Fines for violations assessed by the Board will be levied as follows:

First Violation	Warning
Second Violation	\$25.00
Third Violation	\$50.00
Fourth and subsequent Violations	\$100.00

The Board of Directors or its authorized “Board Complaint Processing Committee” shall have sole authority to impose fines for violations of the CC&R’s and Rules, and only the Board or its authorized “Board Complaint Processing Committee” can rescind a fine or direct that a fine not be levied for a violation. The Board also reserves the right to restrict the use of Common Element areas to residents who are multiple offenders of the established rules and regulations.

## PET REGISTRATION FORM

NAME OF PET OWNER \_\_\_\_\_ UNIT # \_\_\_\_\_

TYPE OF PET: \_\_\_\_\_  
(Dog or Cat)

WEIGHT OF PET: \_\_\_\_\_

PET POLICY: All pets must be registered at the Desert Sun Office PRIOR to moving into the complex, to determine if they meet the requirements of the Covenants, Conditions and Restrictions of Desert Sun Condominiums.

No dog weighing in excess of 15 pounds is allowed.

The Dog Run on the North side of the complex must be used, and all excrement must be picked up by attendant or owner, and disposed of properly and promptly.  
Gate keys are available in the office.

No puppies under the age of one year are allowed in the complex.

All pets must be kept away from shrubs, plants, lawn areas, pool, clubhouse or unit 505 (Library).

All pets must be kept on a leash no longer than 6 feet, and can not be staked or left unattended.

Cats must be litter box trained, and are not allowed to use any common property area as a litter box.

Only one dog, cat, or bird may be kept or maintained without express written approval of the Board.

Our CC&R's require pleasure pets must be properly cared for and are not offensive to other owners. The Board may require the removal of any pet which is unreasonably disturbing to other owners.

In addition a photo of the pet shall be provided.

\_\_\_\_\_  
Signature of Pet Owner  
approved by majority vote 04/09/16

\_\_\_\_\_  
Date

### ADDENDUM A

- a. In the event that the Owner has approved the use and occupancy of their unit whether during their occupancy or absence to a guest or renter via a rental agreement, and vehicle parking for such purpose is required, then the Owner may either, chose to direct the guest or renter to park their vehicle in the Guest Parking area for non-designated parking on the common element property after first obtaining written approval from the Board of Directors (or Management Agent) for such guest or renter.
- Or
- b. The Owner may permit the guest or renter to use their designated parking stall and reposition their own vehicle to a stall in the guest designated parking area for the duration of the period of occupation of their unit by such guest or renter. Should the Owner choose this option, the Owner shall obtain a permit thereby obtaining written approval from the Board of Directors (or Management Agent) for such purpose in the guest non-designated area. The Board of Directors shall not be obliged to issue a permit should they deem there is just cause to refuse same.
  - c. Should the Owner not have an allocated parking stall attached to their unit for their exclusive use but requests a permit to store a vehicle on the common element property of Desert Sun Condominiums, then the Owner shall obtain the permit via written permission from the Board of Directors (or designated Management Agent). The permit may be issued to the Owner for their exclusive use in the guest non-designated parking area and shall be parked in a specific numbered stall as is allocated to that Owner for that purpose on the permit.
  - d. Any and all permits issued to an Owner for exclusive parking of their vehicle (or for that of any guest or renter of that Owner) in the guest non-designated area shall be limited to that particular Owner, guest or renter as approved by the permit and shall be limited to the period of ownership by that Owner, or for the period of use by such guest or renter and is deemed non-transferable to any other Owner, guest or renter without the specific prior written approval of the Board of Directors.
  - e. Any vehicle that is parked for more than 48 hours without a permit or is found in violation of the terms of a parking permit in the guest non-designated parking area shall be given a notice of violation and a demand for removal of the vehicle within 24 hours. Thereafter the vehicle may be towed away and shall be subject to removal from the common element premises thereafter without further notice at the vehicle owner's expense at the discretion of the Board of Directors (or Management Agent) at any time thereafter. Neither the Association, the Board nor the Association's Managing Agent shall be liable for any damages arising out of or related to towing a vehicle in accordance with this provision.