

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
MONTEREY AT THE LAS VEGAS COUNTRY CLUB
HOMEOWNERS ASSOCIATION
(PARKING AND TOWING POLICY)**

WHEREAS, the Board of Directors ("Board") is authorized under the Monterey At The Las Vegas Country Club Homeowners Association's ("Association") Articles of Incorporation of Monterey At The Las Vegas Country Club Homeowners' Association ("Articles") Declaration of Covenants, Conditions & Restrictions and Grant and Reservation of Easements for Monterey At The Las Vegas Country Club ("CC&Rs") and the Code of Bylaws for Monterey At the Las Vegas Country Club Homeowners' Association ("Bylaws") to maintain, manage, and control the Association's Common Elements and to promulgate rules and regulations in connection with the use of the Common Elements and Lots pursuant to NRS 116.3102, NRS 116.31065; Article III of the Articles; CC&Rs §§ 9.2(c), 9.2(d), 9.2(j)(1), 9.2(j)(4), 9.2(j)(6), 10.4(e), 20.2, 20.3, 24.2, 27.1; and Bylaws §§ 4.2, 4.3(b).

WHEREAS, the Board of Directors has consulted with legal counsel retained to determine reasonable regulations for the imposition of parking and towing rules and regulations in order to comply with Federal Law (42 U.S.C. §§ 3601), Nevada law (NRS §116.001 *et. seq.*, NRS §487.038), and the Association's CC&Rs and Bylaws; and

WHEREAS, the Board of Directors has obtained the opinion of legal counsel that the adoption and imposition of parking and towing rules and regulations proposed by this resolution conform to the requirements for rules adopted by community associations pursuant to NRS § 116.31065;

WHEREAS, the rules and regulations adopted herein are in addition to the rules and regulations previously established by the Association, however should a rule or regulation previously adopted by the Association conflict with the rules and regulations provided herein, that rule shall be deemed and read to conform to and/or be superseded by the rules provided below;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Board of Directors of the Association adopts this Parking and Towing Policy ("Policy") outlining the actions and responsibilities of the Association and persons within the Association as specifically provided for in the Policy attached hereto and described below.

- I. **GENERAL PARKING RULES** [NRS 116.31031, 116.3102, NRS 116.31065, NRS 487.038; CC&Rs §§ 9.2(c), 9.2(d), 9.2(j)(1), 9.2(j)(4), 9.2(j)(6), 10.4(e), 20.2, 20.3, 24.2, 27.1; Bylaws §§ 4.2, 4.3(b)]:
 - a. **Unit Owner Responsibility:** It is the intent that this rule shall be applicable to all Owners, tenants, guests, invitees, or any other persons who enter upon the property. However, it is the clearly stated intent of the Association through its Board of Directors to hold the Owner of the unit responsible for all acts of tenants, guests or

invitees. Any costs of enforcement, including but not limited to towing fees, storage charges, recovery charges, and fines, may be the responsibility of the unit owner.

- b. **Non-Liability for Damages or Loss of Property:** The Association and its Board will not be liable for damages reported or incurred to the vehicle(s) or for item(s) reported as missing from vehicles subsequent to the towing of such vehicles.
- c. **All Vehicles Parked Within the Association Must be Properly Registered with the Master Association:** All vehicles used and/or parked by Owners and/or Residents within the Association must be registered with the Master Association. Owner and/or Resident vehicles not displaying a current Master Association parking decal for any period exceeding thirty (30) days will be considered to be unregistered.
- d. **All Vehicles Parked Within the Association Must Have Valid a DMV Registration License Plate and Registration Decal:** All vehicles used or parked within the Association must have a valid DMV registration and current license plate with a current DMV registration decal.
- e. **Movement and Operation of Vehicles Must Comply With All Posted Signs and Curb Designations:** The movement and operation of vehicles within the Association must comply with any posted signs and curb designations pertaining to vehicles (e.g. fire lanes, handicap parking).
- f. **Parking Areas and Spaces Are Not For Storage:** Parking areas and spaces shall be used exclusively for normal and regular vehicle parking. Parking areas and spaces shall not be used for storage including, but not limited to, vehicle storage. *For purposes of this Policy a stored vehicle shall be defined as any vehicle left unmoved in an unassigned parking space for more than thirty (30) consecutive days unless the owner provides written notice to the Monterey HOA Management Office in advance that he or she will be away and unable to move the vehicle for a period greater than 30 days.*
- g. **Repair and Restoration Activities Are Prohibited With Limited Exception:** With limited exception set forth below, Major repairs or maintenance to vehicles, painting of vehicles, or the drainage of automobile fluids is not permitted anywhere in the Monterey community, except for minor repairs or maintenance, such as repairing a flat tire or re-charging of a dead battery. Further, the dumping, disposal or leakage of oil, grease, or any other chemical residual substance or particles is prohibited.
 - i. **Emergency Exception:** A repair or restoration activity is permitted if done to immediately prevent, cease or remedy an emergency situation. The repair or restoration should take place no longer than necessary to immediately prevent, cease or remedy the emergency situation.

- h. **Guest Parking:** All guest vehicles must display a current LVCCMA parking pass face up on the dashboard at all times while parked on the Property and it must also be evident from the vehicle tag that the registration is current. Guest parking is restricted to seven (7) days within a thirty (30) day period without prior written approval of the Association.
- i. **Owners Are Responsible For Guests Non-Compliance With the Policy:** Owners and Residents are responsible for ensuring their Guests understand and follow the provisions of this Policy as well as the Association's Governing Documents. Nevertheless, Owners shall be responsible and liable for any non-compliance (including but not limited to non-compliance that results in damage to the Association) caused by the Owners' and/or their Residents' respective Guest(s).

II. **PROHIBITED PARKING AREAS** [NRS 116.31031, 116.3102, NRS 116.31065, NRS 487.038; CC&Rs §§ 9.2(c), 9.2(d), 9.2(j)(1), 9.2(j)(4), 9.2(j)(6), 10.4(e), 20.2, 20.3, 24.2, 27.1; Bylaws §§ 4.2, 4.3(b)]:

- a. **Parking in Designated "No Parking" Areas Is Prohibited:** No vehicle may be parked or stored in any designated "No Parking" area.
- b. **Parking Along Any Curb or Otherwise On Any Street Within the Association is Prohibited With Limited Exception:** No vehicle may be parked or stored along any curb or street within the Association except for temporary parking. Temporary parking shall mean parking in a non-permanent manner for the immediate loading or unloading of a vehicle.
- c. **Parking on the Landscape and/or Common Area Sidewalk is prohibited:** No vehicle may be parked or stored on any sidewalk or any landscaped area within the Association.
- d. **No Blocking of Fire Lanes or Red Zones:** Except for authorized emergency vehicles, no vehicle may be parked or stored in a manner blocking any drive, fire lane, red zone area or within fifteen (15) feet of a fire hydrant. Vehicles parked in violation are subject to immediate towing without notification to the owner of the vehicles and at the sole cost of the owner of the vehicles.
- e. **No Impeding the Flow of Traffic or Blocking Access to Parking Spaces, etc.:** No vehicle may be parked or stored in any manner that impedes or restricts the normal and reasonable flow of street or pedestrian traffic. No vehicle may be parked or stored in any manner that blocks access to an entrance, entry gate, exit, driveway, dumpster, or parking space or area. Vehicles parked or stored in a such manner constitute a health, safety and welfare violation are subject to immediate towing without notification to the owner of the vehicles and such towing shall be at the sole cost of the owner of the vehicles.

- f. **No Blocking of Handicapped Access Point:** No vehicles may be parked or stored in any way which blocks a ramp, entrance, or access point within the Association designated for the handicapped. Vehicles parked or stored in such a manner constitute a health, safety and welfare violation are subject to immediate towing without notification to the owner of the vehicles and such towing shall be at the sole cost of the owner of the vehicles.

III. **PROHIBITED VEHICLES** [NRS 116.31031, 116.3102, NRS 116.31065, NRS 487.038; CC&Rs §§ 9.2(c), 9.2(d), 9.2(j)(1), 9.2(j)(4), 9.2(j)(6), 10.4(e), 20.2, 20.3, 24.2, 27.1; Bylaws §§ 4.2, 4.3(b)]:

- a. **No Parking of Prohibited Vehicles:** Except as otherwise permitted by this Policy, any commercial-type vehicle (including but not limited to dump, cement, oil, gas, or delivery truck or like vehicle), recreational-type vehicle (including but not limited to camper, mobile home, travel trailer, or like vehicle), trailer, trailer coach, camp trailer, bus, boat, boat trailer, ATV or other similar equipment that is parked, maintained, constructed, reconstructed or repaired on the streets or other common area will be towed with proper notice.

IV. **EXCEPTIONS TO PROHIBITED VEHICLES**

a. **Commercial, Utility and Emergency Service Vehicles and Law Enforcement Vehicles Defined.**

i. **“Commercial Vehicle” shall mean any vehicle:**

1. Visibly designed, maintained, or used primarily for the transportation of property or passengers in furtherance of any commercial enterprise;
2. Bearing commercial insignia, names, or other common indicia indicating that the vehicle is used for commercial purposes; or
3. that is larger than nineteen (19) ft.

ii. **“Utility Service Vehicle” shall mean any vehicle:**

1. Used in the furtherance of repairing, maintaining or operating any structure or any other physical facility necessary for the delivery of public utility services, including, without limitation, the furnishing of electricity, gas, water, sanitary sewer, telephone, cable or community antenna service; and

2. Except for any emergency use, operated primarily within the service area of a utility's subscribers or consumers, without regard to whether the motor vehicle is owned, leased or rented by the utility.

iii. **"Emergency Service Vehicle" shall mean any vehicle:**

1. Owned by any governmental agency or political subdivision of the State of Nevada; and
2. Identified by the entity which owns the vehicle as a vehicle used to provide emergency services.

iv. **"Law Enforcement Vehicle" shall mean any vehicle:**

1. Owned by any governmental agency or political subdivision of the State of Nevada; and
2. Identified by the entity which owns the vehicle as a vehicle used to provide law enforcement services.

b. **Commercial, Utility and Emergency Service Vehicles and Law Enforcement Vehicles Exceptions:** Commercial Vehicles, Utility Service Vehicles, Emergency Service Vehicles, and Law Enforcement Vehicles may not be parked within the Association, except as provided herein.

- i. **Use of Commercial or Utility Service Vehicle for Employment:** Owners or Residents (not Guests) may park Commercial or Utility Service Vehicles, as defined within this Policy, within the Association only if the person is bringing the vehicle within the Association pursuant to his or her employment with the entity which owns the vehicle for the purpose of responding to emergency requests for public utility services and the parking of such vehicle does not violate any other provision of this Policy.
- ii. **Use of Emergency Service/Law Enforcement Vehicles for Employment:** Owner or Resident (not Guests) may park Emergency Service Vehicles and/or Law Enforcement Vehicles within the Association:
 1. If the person is bringing the vehicle within the Association pursuant to his or her employment with the entity which owns the vehicle for the purpose of responding to requests for law enforcement services

or emergency services.

2. Any person engaged in his or her official duties providing law enforcement services and/or emergency services, may park Emergency Service Vehicles and/or Law Enforcement Vehicles on the streets within the Association, or at or near any entrance where emergency services are being provided.

iii. **Servicing Unit/Lot:** Commercial Vehicles and Utility Service Vehicles that are temporarily parked within the Association, or at or near any entrance for the sole purpose of providing services to a unit are exempt from this restriction. No Commercial Vehicles or Utility Service Vehicles are permitted to remain parked or stored on the street or at or near an entrance when not providing a service except as otherwise provided herein. **Limitations:** 20,000lb Limit: weight of Commercial Vehicle or Utility Service Vehicle servicing Lot must not exceed 20,000lbs.

iv. **Written Confirmation Required:** Any Owner or Resident who wishes to park a vehicle under the exceptions set forth in this Resolution, pursuant to their employment, shall provide written confirmation to the Board from his or her employer that the Owner or Resident is qualified to park his or her vehicle in the manner provided in those sections. Written confirmation must be provided prior to parking the vehicle under the exceptions of this Resolution, and should contain a description of the vehicle being parked sufficient to allow easy identification of the vehicle.

v. **Safety Hazard:** Any vehicle parked under the exceptions set forth in this section must not reasonably constitute a safety hazard.

V. **Association's Right to Enforce this Parking Resolution/Policy** [NRS 116.31031, 116.3102, NRS 116.31065, NRS 487.038; CC&Rs §§ 9.2(c), 9.2(d), 9.2(j)(1), 9.2(j)(4), 9.2(j)(6), 10.4(e), 20.2, 20.3, 24.2, 27.1; Bylaws §§ 4.2, 4.3(b)]: An Owner shall receive notice and an opportunity to contest a violation under this policy prior to the Board taking any action unless otherwise allowed by law and/or under these rules and regulations. Such notice may include, but not be limited to, a notice of violation letter. Failure to comply with the provisions contained within the notice of violation letter may result in the Board levying a fine against the unit. If a fine is imposed and the violation is not cured within 14 days, or within any longer period that may be established by the executive board, the violation shall be deemed a continuing violation. Thereafter, the executive board may impose an additional fine for the

violation for each 7-day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard. *The notice(s) contained in this provision shall not apply to the notice(s) required before the Association may exercise its right to tow a vehicle parked in violation of this policy.*

VI. Association's Towing Procedures [NRS 116.31031, 116.3102, NRS 116.31065, NRS 487.038; CC&Rs §§ 9.2(c), 9.2(d), 9.2(j)(1), 9.2(j)(4), 9.2(j)(6), 10.4(e), 20.2, 20.3, 24.2, 27.1; Bylaws §§ 4.2, 4.3(b)]: The Association shall have the right to tow vehicles in accordance with the following procedures:

- a. Towing Without Notice: Any vehicle, including but not limited to those previously mentioned in this policy, that is blocking a fire hydrant, parked in a designated "no parking" or red zone, parked in a fire lane, improperly parked in a space designated for the handicapped, or that poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or Residents of the Properties, may be **immediately towed without notice**.
- b. Towing With Notice:
 - i. Prior to exercising the right to tow a vehicle, the Association, or a designee of the Association, shall post written notice in a conspicuous place on the vehicle or provide oral or written notice to the owner or operator of the vehicle at least forty-eight (48) hours before having the vehicle towed.
 - ii. The notice shall indicate that if the vehicle is not removed from the improper location prior to the expiration of the forty-eight (48) hour notice, the vehicle may be towed. Further, the notice shall provide the date and time *after* which the vehicle be towed.
 - iii. The forty-eight (48) hour notice applies from the time notice is given and shall continue to run regardless of any intermittent departures or different parking locations within the Property. Such notice shall apply up to three (3) months. After the lapse of the initial forty-eight (48) hour notice, any vehicle that has been given such notice and found parked in violation of this policy may be removed without additional notice for a period of three (3) months, at the Board's discretion.
 - iv. A resident or owner's vehicle may not be towed solely pursuant to a vehicle's expired DMV registration until the registration has been expired for at least

sixty (60) days AND the subsequent posting of notice and expiration of forty-eight (48) hours as required by subsections "i." and "ii." above.

- v. If the Association, through its agents, verifies a vehicle with expired registration does not belong to a resident or owner, then the vehicle may be towed following the forty-eight (48) hour notice set forth above regardless of the number of days the registration has been expired.

c. Additional Conditions Related to Towing:

- i. The owner of the vehicle shall be responsible for all expenses incurred in the towing, storage, and retrieval of the vehicle.
- ii. The right of the Association to have a violating vehicle towed shall not require any notice (other than the forty-eight (48) hour notice described herein) or hearing prior to removal of the vehicle.
- iii. The Association's right to tow a vehicle that is in violation of these provisions shall be in addition to the Association's right to institute any other enforcement procedure authorized by law and the Association's Governing Documents, including, but not limited to, levying of fines to the maximum extent allowed by law after notice and hearing in accordance with the Association's fine and enforcement policies.

d. Violation Enforcement and Remedies: The Association retains the right to pursue any and all methods of enforcement and remedies available by law and its Governing Documents for any failure by Owner or Resident or their respective guests comply with this Policy including but not limited to, the levying of fines, imposition of other sanctions, the removal of a vehicle, alternative dispute resolution proceedings and litigation. Any violation of the terms herein involving the same vehicle or same Owner or Resident within a three (3) month period from the date of the prior violation shall be deemed a continuing violation.

e. Association's Discretion: The Association has sole and absolute discretion over the implementation of the provisions stated herein. Owner or Resident may request a waiver from one or more of these provisions. The Association may grant a waiver in instances of good cause or undue hardship.

EFFECTIVE DATE, the secretary or another officer of the Association shall cause this Resolution to be either hand-delivered or mailed, via United States mail, to the mailing address of each unit or to any other mailing address designated in writing by the unit's owner within thirty (30) days of the date of execution below. Said Resolution shall be effective thirty (30) days after

the date of such hand-delivery or mailing, which may be proven by a proof of mailing and/or delivery retained in the Association's records.

INCORPORATION INTO OMNIBUS RULE DOCUMENT, subsequent to and in accordance with this Resolution, the Association may incorporate the rules and regulations established within this Resolution into a single, omnibus, document containing other rules and regulations for the Association. The language of the Resolution must be incorporated into such an omnibus document in the same manner as it is set forth herein. Incorporation of the language of this Resolution into an omnibus document shall be considered a courtesy or convenience to residents and shall in no way be construed to require the delivery or mailing of identical parking rules for such rules to remain effective. The rules established by this Resolution shall be effective and remain effective from the date set forth herein until such time as they may be amended, abolished, changed, or otherwise eliminated by the Association's Board of Directors. The rules and regulations adopted herein are in addition to the rules and regulations previously established by the Association, but should a rule or regulation previously adopted by the Association conflict with the rules and regulations provided herein, that rule shall be deemed and read to conform to and/or be superseded by the rules provided herein.

RESOLUTION TO CONFORM WITH NRS 116, this Resolution was drafted in conformance with Nevada and Federal law, including, but not limited to, Chapter One-Hundred Sixteen of the Nevada Revised Statutes, as of the date of execution of this document. Furthermore, pursuant to this statement of conformance within this Resolution and NRS 116.1206, this Resolution and the rules and regulations established hereby shall be deemed and read to conform to and/or be superseded by Chapter One-Hundred Sixteen of the Nevada Revised Statutes (NRS 116.001 *et. seq.*) and any future amendments to such Chapter and no amendment to this Resolution shall be necessary for such conformance.

IN WITNESS WHEREOF, the Association has approved, adopted, and executed this Resolution as of the 22 day of August, 2018.

By: David BONNESAR (print)
David Bonnesar (sign)
President (or Vice President)

By: Fredericks Scott (print)
[Signature] (sign)
Secretary