

**RESOLUTION OF THE BOARD OF DIRECTORS FOR
TRAMONTO VILLAGGIO HOMEOWNERS ASSOCIATION**

PARKING AND TOWING ENFORCEMENT

WHEREAS, the Tramonto Villaggio Homeowners Association (the "Association") is a Nevada non-profit corporation duly organized and existing under the laws of the State of Nevada;

WHEREAS, NRS 116.31065 empowers the Board of Directors to adopt rules for the Association;

WHEREAS, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Tramonto Villaggio (the "CC&Rs"), at Section 7.2(d), empowers the Board of Directors to adopt parking rules and regulations for the Association;

WHEREAS, the term "Property" as it is used herein is defined as all of the real property described Section 1.28 of the CC&Rs;

WHEREAS, the Board of Directors has determined that it is in the best interest of the Association to amend the Rules and Regulations for the Tramonto Villaggio Homeowners Association (the "Rules") in order to clarify parking rules within the Association and to specify the process for enforcement of parking violations, and to adopt this Parking and Towing Enforcement Resolution; and,

WHEREAS, the rules and procedures set forth in this Resolution shall replace all rules and provisions in the Rules under the heading "VEHICLES, PARKING AND GARAGES", and this Resolution shall supersede any conflicting provisions within the Rules.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts the following policies and procedures concerning parking within the Association:

A. Parking and Vehicular Restrictions:

1. Nuisance Vehicles: Residents and their guests or invitees shall not park, store, or operate within the Property any vehicle which unreasonably disrupts the peaceful and quiet enjoyment of other residents, as may be determined by the Board of Directors.
2. Commercial and Other Vehicles: Commercial vehicles are prohibited within the Property pursuant to Section 7.2(b) of the CC&Rs. Temporary parking for deliveries, loading and unloading, repairs, maintenance and other similar purposes is permitted in the resident's driveway only.

Commercial Vehicle, in addition to the terms of NRS 116.350 and Section 7.2(b) of the CC&Rs, is defined as any vehicle which a reasonable person would consider to be a commercial, utility or emergency vehicle, or any other vehicle which a reasonable person would not expect to be commonly used as a vehicle for personal use, as determined by the Board of Directors. A vehicle may be considered a Commercial Vehicle, regardless of weight and regardless of whether a business name or logo is displayed on the vehicle. Examples of Commercial Vehicles include, but are not limited to: vehicles with ladder racks or exterior storage for tools or equipment; flatbed, towing or other vehicles used primarily for transporting or hauling materials or machinery; Sprinter, cargo, cutaway or similar types of vans commonly used for commercial purposes; vehicles of a size which prohibits them from being fully parked in an enclosed garage; and any other vehicle which is marketed by the manufacturer as commercial.

3. Recreational Vehicles: One Recreational Vehicle is permitted per Lot as set forth in Section 7.2(c) of the CC&Rs. Recreational vehicles may be parked in the resident's driveway for up to 48 hours for the purpose of loading or unloading the vehicle.
4. Street Parking Prohibited: Vehicles may not park on the streets within the Property. Vehicles may not block any portion of the sidewalk or curbs.
5. Inoperable Vehicles and Repairs: No inoperable, disabled, non-registered or unlicensed vehicles or other similar vehicle of any type may be stored or

parked anywhere within the Property which is visible to other residents. No maintenance or repair of any vehicle shall be undertaken within the Property. No resident or guest shall park, store, keep or use anywhere within the Property any unregistered or inoperable vehicle, except only within a fully closed garage.

6. Garages: Garages may be used only for the storage of vehicles and garage doors shall be kept closed, except for those periods reasonably necessary for entry and exit of vehicles, cleaning, removing trash, other similar residential household purposes, or within a reasonable time while the resident is present. Garages shall not be used as living space. Garages must be used primarily for storage of vehicles first, and then may be used as other storage as space allows.
7. Landscaped Areas: Parking is not permitted on what is considered to be a "landscaped" area or any portion of unimproved or vacant area within the Property.
8. Fluid Leaks: Vehicles which leak fluids are not permitted to park anywhere within the Property and must be removed from the Property until such time that the vehicle is fixed.
9. Unlicensed Motorized Vehicles: No unlicensed motorized vehicles may be used or operated within the Property regardless of the size of the motor. This includes, without limitation, motorized scooters, mini-motorcycles, all-terrain vehicles of any kind, and dirt bikes.
10. Nevada Law: Residents and their guests shall operate any and all vehicles within the Property in accordance with the Nevada Revised Statutes and local traffic laws at all times.

B. Towing Policy:

1. Any vehicle that is parked, or otherwise immobile or unauthorized, on any street within the Property in violation of the above provisions, or any provision of the CC&Rs, or any other applicable governing document of the Association, shall be subject to towing, where the Association has the

right, but not the duty or the obligation, to have the violating vehicle towed, subject to the following:

- a. Prior to exercising the right to tow the vehicle, the Association, or a designee of the Association, shall post written notice on the violating vehicle 48 hours prior to having it towed.
- b. The notice shall state the vehicle is in violation of the Association's parking regulations and if the vehicle is not removed from the street and if it does not remain otherwise compliance with all parking regulations prior to the expiration of the 48-hour notice, the vehicle may be towed.
- c. The 48-hour notice applies from the time the notice is given and shall run, regardless of any intermittent departures or different parking locations within the Association. Such notice shall deem to apply for 90 days after the lapse of the initial 48 hours, such that any vehicle that has been given notice is found unlawfully parked anywhere within the Property at any time after the lapse of the initial 48-hour notice may be removed without additional notice for a period of up to 90 days, at the Board's discretion.
- d. The vehicle owner shall be responsible for all expenses incurred in the towing and retrieval of the vehicle.
- e. The right of the Association to have a violating vehicle towed shall not require any notice (other than the 48-hour posting described herein) or hearing prior to removal of the vehicle.
- f. *Provided, however,* any vehicle that is blocking a fire hydrant, designated red zone, fire lane, or driveways in front of garages, or parking space designated for the handicap, or poses an imminent threat of causing substantial adverse effect on the health, safety or welfare of other residents, may be *immediately* towed without any notice and the vehicle owner shall be responsible for all expenses incurred in the towing and retrieval of the vehicle.

C. Violation Enforcement & Remedies:

1. Violation: Any vehicle that is parked, or otherwise immobile, unauthorized, or in violation of the above provisions, or any provision of the CC&Rs or any other applicable governing documents of the Association, shall be enforced through the penalties and violation enforcement of the Association by citing the Owner of record.
2. Penalties: The Association's right to tow a vehicle that is in violation with these provisions and/or the provisions of the CC&Rs or any other applicable governing documents of the Association, shall be in addition to the Association's right to institute any other enforcement procedure authorized by law and by the Association's governing documents, including without limitation, levying of fines to the maximum extent allowed by law after notice and hearing.
3. Fines: The levying of fines may be imposed pursuant to the following provisions:
 - a. The violation may proceed directly to hearing status. The 48-hour notice required before towing a vehicle is not required before issuing notice of the violation.
 - b. The notice of hearing and possible fine requirement shall be fulfilled by posting a written notice on the vehicle, or by any other means allowed by the governing documents, stating that the vehicle is in violation of the parking restrictions. The notice, if proceeding directly to hearing status, shall state that a hearing has been set in front of the Board and notify the vehicle owner of the amount of the fine that may be ultimately imposed for the violation. The notice shall set the date, time and location for the hearing on the violation.
 - c. Fines may be assessed against the Owner and/or resident who owns the violating vehicle.
 - d. Fines may be assessed against the Owner and/or resident that is associated with the violating vehicle (i.e., where the vehicle owner

is a co-resident with the Owner/resident or a family member, guest, tenant, subtenant, lessee, licensee, invitee or employee of the Owner/resident).

- 4. Repeat Violations: Any violation of the parking regulations of the Association's governing documents, including this Resolution, which involve the same vehicle, that occurs within a 90-day time period from the date of a prior violation, shall be deemed a repeat violation and the Association shall be authorized to assess additional fines, to the maximum extent allowed by law, without the need for notice and hearing.

PLEASE BE ADVISED THAT IF A HEALTH, SAFETY OR WELFARE VIOLATION IS NOTICE, THIS POLICY MAY BE EXPEDITED AND/OR ABANDONE WITH OTHER STEPS TAKEN TO ELIMINATE THE SITUATION AS SOON AS POSSIBLE.

IN WITNESS WHEREOF, this Parking and Towing Enforcement Resolution has been executed by the Association as of the 10 day of January, 2022. The undersigned hereby certify that this Parking and Towing Enforcement Resolution has been adopted and approved in accordance with NRS 116 and the Association's governing documents. The terms of this Resolution will go into effect 30 calendar days after the date of the policy being mailed.

Tramonto Villaggio Homeowners Association, a Nevada non-profit corporation

DocuSigned by:
By: Josh Rotello
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President

By: Rosanne Savarino
Secretary

(Print Name): Josh Rotello

(Print Name): ROSANNE SAVARINO