

**Desert Bloom Homeowners Association**  
**Parking Rules**  
**Adopted May 19, 2022**

WHEREAS, the Desert Bloom Homeowners Association (the “Association”) is a Nevada non-profit corporation, duly formed under and governed by the laws of the State of Nevada, including Nevada Revised Statutes (“NRS”) Chapter 116, which governs common-interest communities in Nevada;

WHEREAS, NRS116.3102(1)(a) provides that, “subject to the provisions of the declaration, the association man...[a]dopt and amend bylaws, rules and regulations;”

WHEREAS, NRS116.3102(1)(s) provides that, “subject to the provisions of the declaration, the association may...[d]irect the removal of vehicles improperly parked on property owned or leased by the association, as authorized pursuant to NRS487.038 or improperly parked on any road, street, alley or other thoroughfare within the common-interest community in violation of the governing documents. An association may not direct the removal of a vehicle parked on property owned or leased by the association solely because the registration of the vehicle is expired...and...if a vehicle is improperly parked as described in this paragraph, the association must post written notice in a conspicuous place on the vehicle or provide oral or written notice to the owner of the vehicle, unless the vehicle: (1) is blocking a fire hydrant, fire lane or parking space designated for the handicapped; or (2) poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units’ owners or residents of the common-interest community”;

WHEREAS, Article 2, Section 2.2 of the Supplemental Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements of desert Bloom (the “Declaration”) gives the Association has the authority and the ability to establish “parking” and/or “no parking” areas within the Common Elements, and to establish Rules and Regulations governing such matters, as well as to enforce such parking rules and limitations by all means lawful for such enforcement on public streets, including the removal of any violating vehicle, by those so empowered, at the expense of the Owner of the violation vehicle.

WHEREAS, pursuant to NRS 116.3013(1), the Board of Directors (the “Board”) of the Association has a fiduciary duty to enforce the Association’s governing documents and to exercise the ordinary and reasonable care of the directors of a corporation subject to the business-judgement rule;

WHEREAS, the Board has installed signs in plain view throughout the Community declaring the public parking is restricted, which signs include the phone number of the police department in accordance with NRS 487.038 (1);

WHEREAS, the Board has deemed it to be in the best interest of the Community to adopt rules and regulations consistent with the provisions of the Declaration, NRS 116, and NRS 487, pertaining to the procedures to be followed by the Board in order to remove vehicles improperly parked within the Community;

WHEREAS, the Board wishes to adopt the follow rule (the “Rules”) in order to memorialize the parking policy within the Community and the procedures to be utilized by the Board in removing improperly parked vehicles from the Community.

**A. REGISTRATION OF VEHICLES WITH THE ASSOCIATION**

1. All vehicles, including motorcycles, must be registered with the Association. Once your vehicle is registered you will get a parking pass for your vehicle.
2. Each Unit Owner and/or Resident who owns any vehicles that are parked within the Community shall complete a Vehicle Parking Registration Form for each and every vehicle. In addition, each Owner and/or Resident shall remit a copy of their current registration from the DMV for the vehicle(s).
3. If a vehicle is sold and is replaced with another vehicle, the Owner and/or Resident shall within forty-five (45) days complete a Vehicle Registration Form and remit a copy of their current registration from the DMV for the vehicle.

4. If this information is not submitted to the Association, a letter shall be sent to the Unit Owner, requesting that the Vehicle Parking Registration Form and DMV registration be sent to the Association within fourteen (14) days of receipt of said notification. After the fourteen (14) days' notice, if the requested information is not received, the Board may call the Unit Owner to a hearing and assess a fine against the Unit Owner for non-compliance.

## **B. PARKING RULES**

1. All Residents are required to park all personal vehicles in their garages. Garages may not be used for any purpose that would preclude parking the number of vehicles the garage was designed to hold. If the Residents have more vehicles than will fit in the garages, Residents may park additional vehicles in the driveway so long as the driveway is 18' in length.
2. If the number of vehicles owned by the Owner/Resident exceeds the number of parking spaces that the garage and driveway were designed to accommodate or if the size of the vehicle precludes the vehicle being parked in the garage or on the driveway, Owner/Residents may submit a written request to the Board seeking a hardship waiver or allow the vehicle to be parked on the private street, when necessary.
  - a. To obtain a hardship waiver, a Resident must complete a Parking Permit Request Form, which may be obtained from management. In order to be approved for a parking permit a resident must own more vehicles than the number of parking spaces allotted for the garage and driveway or the vehicle must not fit within the garage and/or driveway. All vehicles must be registered to the Unit address and copies of vehicle registrations must be provided to management in order to receive a hardship waiver parking pass.
  - b. If Owners/Residents have more vehicles than their garage or driveway will accommodate, the Owner may request a hardship waiver from the Association to park one (1) vehicle on the street. Such hardship waiver may be granted by the Board only after inspection of the garage and driveway to confirm that the vehicle does not fit within the garage and driveway. Hardship waivers will only be granted for specific vehicles that do not physically fit within the boundaries of the garage and the driveway, if applicable and for those Owners who do not have driveways that can accommodate vehicles. The Association does not guarantee that there will be sufficient street parking for additional vehicles(s) nor does the Association guarantee that a hardship waiver will be granted. Please note that hardship waivers will only be granted for vehicles existing within the Community as of April 1, 2022. All Owners/Residents who buy/lease a vehicle in the future that does not fit within their garage will not be eligible for a hardship waiver.
  - c. In the absence of a hardship waiver granted by the Board, overnight street parking by Owner/Resident is **not** allowed.
3. Each Owner/Resident will be provided with one (1) guest parking pass. All guest vehicles parked on the Desert Bloom property between Midnight and 7:00 a.m. must display the guest pass. Any Owner/Resident that misuses a guest pass will be fined \$100.00 per occurrence after notice and a hearing, i.e., uses a guest pass of a vehicle belonging to the Owner or Resident. Guest passes may not exceed 14 days within any thirty (30) day period. Extensions may be granted by special request through the Associations management company.
4. Any vehicle parked on the street between Midnight and 7:00 a.m., without a clearly displayed (on/over the rearview mirror) guest parking pass or hardship waiver parking pass, will receive a 48-hour plate specific written notice (the "Notice") of the parking violation on the vehicle that is improperly parked ("Violating Vehicle"). The Notice shall, among other things, notify the owner of operator of the Violating Vehicle of the nature of the violation of the Declaration of Association Rules.
5. Repair work, oil changes, and similar work on personal vehicles must be done within garages or off premises. Inoperable vehicles or abandoned vehicles will be tagged and then towed consistent with the Association's towing policy. For the purpose of this rule, the definition of "inoperable" shall mean a vehicle or vehicular equipment which is unable to move under its own power or is missing parts necessary for its legal and safe operation. Any vehicle not moved within a 72-hour period shall be considered abandoned or inoperable and is subject to towing at the Owner's expense.

6. Garage doors are to remain closed except for vehicle ingress and egress or during those intervals when an Owner/Resident is working in the garage.
7. Large commercial vehicles, any recreational vehicle as define in Article 10, Section 10.19 of the Declaration, RVs, buses, trailers, boats and other similar type vehicles may not be parked anywhere within the Community unless the vehicle fits entirely within the Owner/Resident's garage. Parking an RV, boat, commercial vehicle or other similar vehicle in the garage is not permitted if parking that vehicle in the garage can only be accomplished by moving more than one (1) passenger vehicle or other common type car or truck from the garage into the street. Camper trucks and similar vehicles up to and including (1) ton, when used for everyday-type transportation may be kept or parked within the garage with ARC approval.
8. Parking in any cluster or Common Driveway is limited to 15 minutes for loading and unloading only and the vehicle's hazard lights must be turned on as notification. Overnight parking in any cluster or Common Driveway IS NOT PERMITTED as it creates a safety hazard, and these vehicles are subject to immediate tow at the Owner's expense.

### **C. TOWING POLICY**

1. If an Owner, occupant, tenant, guest, invitee, contractor or any family member of the foregoing park a vehicle in the Common Elements, including the Private Streets, in violation of the Declaration and Rules, as may be amended from time to time, then any agent acting on behalf of or at the direction of the Board, which may include the tow operator, shall place written notice (the "Towing Notice") of the parking violation on the vehicle that improperly parked ("Violating Vehicle"). The Towing Notice shall, among other things, notify the owner or operator of the Violating Vehicle of the date and time after which the vehicle will be towed and the nature of the violation of the Declaration or the Association Rules. If the violation is not remedied within forty-eight (48) hours of placement of the Towing Notice on the Violating Vehicle, then the Board shall direct the removal of the Violating Vehicle from the Community.
2. The Towing Notice referenced in paragraph 13 above, commences from the time the notice is affixed to the Violating Vehicle and shall run, regardless of any intermittent departures or different parking locations within the Properties. Such Towing Notice shall be deemed to apply to any Violating Vehicle that has been given the Towing Notice, and is found unlawfully parked anywhere in the Community at any time after the lapse of the Towing Notice, may be removed without an additional Towing Notice for a period of ninety (90) days. Notwithstanding the foregoing, once a vehicle has been towed based on a prior Towing Notice the Association will start the process over with a new Towing Notice.
3. Notwithstanding any of the foregoing provisions to the contrary, if a Violating Vehicle is parked in such a manner as to (1) block a fire hydrant, fire lane or parking space designated or handicapped; or (2) pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' Owners or Residents of the Community, which may include, without limitation, if the vehicle is parked in a space that is clearly marked for specific resident or the use of a specific unit in the residential complex, then the Board may direct the immediate removal of the Violating Vehicle from the Community. For the purpose of this provision, the Board has determined that any vehicle parked in such a manner as to impede or restrict the natural flow of street traffic, including blocking the entrance way into or the exit of the complex, blocking a garage or driveway, or parking in the imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners of residents of the Community.
4. Any fees and expenses associated with towing a Violating Vehicle from the Community shall be at the sole cost and expense of the Owner of the Violating Vehicle.
5. The Owner of a Unit is responsible for providing notice of these Rules, as well as any other provisions of the Association's governing documents to the tenants, guests, invitees and contractors. For the purpose of these Rules, notice to an Owner shall be deemed to be noticed to that Owner's tenants, guest, invitees, contractors, or family members of the foregoing.

6. The sanctions and penalties set forth herein are cumulative in nature and do not prevent the Association from taking all necessary administrative or legal action to enforce any violation of the Association's governing documents, including seeking injunctive relief or imposing fines after notice and a hearing.
7. All owners that are selling their house or landlords considering new tenants, must disclose to the prospective buyer or tenant that they **will not** be granted permits to park on the street if their vehicles do not fit within the garage and/or driveway.
8. Replacement guest passes will cost \$250.00