



LUNA di LUSO

LUNA DI LUSO CONDOMINIUM HOMEOWNER'S ASSOCIATION UPDATED 2021 VEHICLE AND PARKING POLICY

WHEREAS, the Declaration of Covenants, Conditions and Restrictions (CC&R's) for Luna di Lusso, contains the covenant for vehicle and parking.

WHEREAS, there is a need to bring the restrictions on vehicles and parking to view by the community as one document for ease of references.

WHEREAS, this 2021 edition hereby replaces, rescinds, revokes and now supersedes all previously dated "Vehicle and Parking Policies" that apply to Luna di Lusso Condominium Homeowner's Association. The "Vehicle and Parking Policy" supplement the Covenants, Conditions & Restrictions (commonly CC&R's) and in case of conflict, the CC&R's shall prevail. This Vehicle and Parking Policy, CC&R's and Bylaws govern this community and all unit owners, residents and guests shall be governed by their authority.

WHEREAS, it is the intent of the Board of Directors to comply with and implement the restrictions on vehicles and parking.

WHEREAS, it is also the intent of the Board of Directors to recommend, for reasons of practical reference, the two parking areas at Luna di Lusso (the Luna Surface Parking Area, and the Luna Underground Parking Area) will hereinafter be referred to and used as one collective "parking areas," unless otherwise specified.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors has adopted the following policy.

1. **DISALLOWED VEHICLE TYPES:** No motor vehicle classified by manufacturer as exceeding three-quarter ton and no mobile home trailer, trailer, detached camper, camper shell, boat, inoperable vehicle, stretch vehicle or other similar equipment may be kept or parked on the Luna di Lusso parking areas. (*CCR 10.13*)
2. **VEHICLE REPAIRS:** No motor vehicle shall be constructed, repaired or serviced anywhere upon the Luna di Lusso parking areas. (*CCR 10.13*)

3. **PARKING AVAILABILITY:** The parking areas of Luna di Lusso provide a limited number of parking spots. While underground area spots are numbered for ease of recognition, all are unallocated and available to all authorized parking permit holders on a first come, first served basis. No guarantee is made that a space will be available in the parking areas.
4. **NUMBER OF PARKING SPACES PERMITTED PER UNIT:** At no time may an owner, their leased tenant, or a registered overnight guest, use more than **one parking space per Unit** in the parking areas. This one parking space is for all parking areas - **surface and underground, collectively.** *(CC&R Article 10.13)*
5. **NON-RESIDENTIAL UNITS:** Neither the owners of the commercial units, the H.O.A. unit or the mechanical units, shall have the right to use, nor shall they permit their guests to use, parking areas overnight. *(CC&R Article 10.13)*
6. **ASSIGNMENTS AND CONVEYANCE OF PARKING SPACES:** None of the Units are allotted assigned parking spaces; therefore, a unit owner shall not sell, lease or otherwise convey all or any part of the parking rights owner has by virtue of the ownership (other than in connection with the sale, lease or other conveyance of owner's such unit) *(CC&R Article 10.13)*
7. **LENGTH OF TIME A PARKING SPACE MAY BE CONSECUTIVELY OCCUPIED:** A motor vehicle **may not be parked for more than seven (7) consecutive days** when the owner, their leased tenant, or a registered overnight guest is not staying in the owner's unit. For purpose of reasonable ability for it to be determined an owner, their leased tenant, or a registered overnight guest is staying in the owner's unit, **all vehicles must be moved to a NEW PARKING SPACE every fourteen (14) days.** Vehicles which are not moved to a new space by the 15th day are subject to HOA fines of no less than \$100, towing at the owner's expense, and/or any combination of the two. *(CC&R Article 10.13)*
8. **UNDERGROUND PARKING:** Vehicles in the Luna Underground Parking Area **must display a transponder tag in plain site** either on the vehicle dashboard, or hanging from the vehicle's rear view mirror **at all times.** Vehicles parked in the underground parking without a transponder tag on display are **subject to immediate towing** at the owner's expense, HOA fines of no less than \$100, and/or any combination of the two. *(CC&R Article 10.13)*
9. **TRANSPONDER TAG ISSUANCE AND USE:** A Unit owner in good standing with the HOA will receive **One Transponder Hangtag** for the purpose of accessing the Luna Underground Parking. Owners not in good standing with the HOA are subject to having their transponder turned off until such a time as they are caught up on any and all back owing HOA assessments, fees, and/or liens. *(CC&R Article 7.07; NRS 116.31031)*

10. **TRANSPONDER TAG REPLACEMENT:** The cost to replace a lost hangtag is \$100, at expense of owner.
11. **MOTORCYCLE PARKING:** Motorcycles are to park in **designated motorcycle areas only**. While motorcycles are not required display a transponder tag in the underground parking area, motorcycles parked in a regular vehicle space in any parking areas are subject to HOA fines of no less than \$100, towing at the owner's expense, and/or any combination of the two.
12. **HANDICAPPED PARKING VIOLATIONS:** Vehicles parked in a marked handicapped, or handicap access spot, without proper handicapped tags or plates are subject to immediate vehicle removal at the owner's expense. (*NRS 116.3102*)
13. **LIABILITY:** Luna di Lusso bears no liability for damage incurred to any vehicles on property. All risk is assumed by vehicle owner.
14. **VEHICLE REMOVALS:** As per NRS 116.3102 and NRS 487.038 unauthorized vehicles are subject to immediate removal from the parking areas at the vehicle owner's expense.
15. **EXCEPTIONS POLICY AND PROCEDURES:** Any owner or tenant experiencing an unforeseen situation that makes it impossible for them to move their vehicle in the 14 day time period must reach out to the HOA Community Management Company of Record to 1) explain situation, and 2) request a special exception from the Board. Any owner or tenant experiencing difficulty in securing a space in the designated motorcycle parking area must reach out to the HOA Community Management Company of Record to 1) explain situation, and 2) request a special exception from the Board. **Please note that the request of an exception does not guarantee one will be given.**
16. Those found in violation of the policy outlined, will be subject to fines, penalties, towing, and/or any combination afore mentioned.

This policy was duly adopted by the Luna Board of Directors August 20, 2021 shall be effective 30 days after mailing to the owners.



Michelle "Chelly" Hamilton, President/Treasurer



Annette Restivo, Vice President