

**PARK PLAZAS COMMUNITY SERVICES ASSOCIATION (PPCSA)
PARKING VARIANCE APPLICATION**

Please complete a separate application for each vehicle.

Return To: Community Manager, PPCSA, 2801 Rodeo Road, E1, Santa Fe NM 87507

Name: _____

Address: _____ Cul-de-Sac: _____

Phone: _____ Email: _____

Vehicle Owner: _____ Homeowner _____ Tenant _____

Year, Make and Model _____ Color: _____

License Plate #: _____ State: _____ Expiration Date: _____

If Tenant, Homeowner/Property Manager's Name: _____

Phone: _____ Email Address: _____

Reason for variance request:

By signing below, I certify that: (1) I have read the parking policy, (2) that my circumstances satisfy one or more of the requirements detailed in Section G.b., (3) that, without cause, this variance may be revoked, (4) that upon a change in the property, the parking permit is cancelled and a new application may be submitted, (5) I agree to abide by the terms and conditions of this parking policy, and (6) I acknowledge that I will hold PPCSA and its Board of Directors harmless for any and all vehicle damage, including theft, that may be incurred while the subject vehicle is parked on the common area of the Association.

Signature: _____ Date: _____

Printed Name: _____

Permit Approved: _____ Date: _____ Permit Conditionally Approved: _____ Date: _____

Conditions: _____

Approved By:

Authorized Signature, Title, Date

Permit # _____

If emailing, complete this form and "save as" using your name as the file name.
Email to: officemanager@parkplazas.org

**Park Plazas Community Services Association (PPCSA)
Update to August 29, 2007 Parking Policy**

Effective Date: September 25, 2024

A. Purpose

The Board of Directors (“Board”) of Park Plazas Community Services Association (“PPCSA” or the “Association”) adopts this PPCSA Parking Policy to regulate parking within Park Plazas, on the thirty-six cul-de-sac common areas and the two common area parking lots located off Plaza Blanca, and to help ensure the safety, accessibility, aesthetics and enjoyment of the community at large.

B. Authority

ARTICLE IX of the Bylaws, POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- a. Section 1. Powers. The Board of Directors shall have the power to: (a) adopt and publish rules and regulations governing the use of the Common Area and Facilities, and the personal conduct of the members and their guests thereon and establish regulations affecting pets and animals, and to establish penalties for the infraction thereof; (b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations.

ARTICLE VIII of the Declaration of Covenants, Conditions and Restrictions (“Covenants”)

COMMON SCHEME RESTRICTIONS

- a. Sections 13, Recreational Vehicles. Boats, motorcycles, trailers, trucks, or commercial vehicles other than pickups shall not be parked or maintained in Park Plazas except within the recreational vehicle storage and service area (upon registration and receipt of a key), or in enclosed garages. Trucks or commercial vehicles making pick-ups or deliveries to or in Park Plazas or used in the construction of residential dwellings or maintenance of the Common Area are permitted.
- b. Section 14, Other Vehicles. All vehicles shall be parked or repaired in enclosed garages or the recreational vehicle area, except as otherwise permitted by the Board.
- c. Section 15. Garages. Garages are for car storage and shall not be converted to use for residential purposes, except as permitted by the Architectural Control Committee and the Board.

C. Parking Plan and Instructions

- a. Common Area Parking Spaces: Each cul-de-sac has a specific number of common area spaces. Parking spaces located on the common area shall not be assigned to individual users and are available to residents and guests on a first come, first served basis. If all common area parking spaces are in use, overflow parking shall be on the street.
- b. The Association will not approve proposed modifications to the garage that will result in loss of a parking space or spaces.

D. Parking Regulations

- a. Parking is permitted in designated parking areas only. Designated parking areas include garages and defined common area parking spaces as may be specified by the Board from time to time.
- b. Parking on lawns is strictly prohibited.
- c. Overnight parking in cul-de-sac common area spaces is limited to five days after which time, homeowners/residents/guests must apply for a temporary/permanent parking permit from the PPCSA management office.

E. Guest Parking

- a. Guest parking spaces are included in the total number of common area parking spaces.
- b. Homeowners/residents are responsible for informing guests about parking regulations and obtaining temporary permits if guests will be parked for more than five days.
- c. Residents must obtain a parking permit for any regular visitor or guest who parks on common areas regularly, but not consecutively, unless such visitor parks in a garage. Examples of a regular visitor include a caretaker or immediate family member who does not reside in Park Plazas.

F. Vehicle Restrictions

- a. Commercial vehicles, recreational vehicles, boats, trailers, and any oversized vehicle may not be parked within the community. An Association owned storage lot, within the community, is available for these vehicles.
- b. Non-operational, unregistered or abandoned vehicles are not permitted on common areas of Park Plazas. Such vehicles parked or left on the common areas may be towed at the vehicle owner's expense and may be subject to further enforcement action. The Association is not responsible for theft, damage or loss of or to any vehicle for any reason.

G. Enforcement

- a. Resident vehicles must be parked in enclosed garages unless the Association grants a variance for them to be parked within the common area or in the Association owned storage lot.
- b. As stated in Article VIII, Section 14 of the Covenants, variances will be issued, at the discretion of the Board, when (i) there are more vehicles at a property than garage spaces, (ii) based on an inspection, a vehicle is too large to fit into a garage space, (iii) otherwise for good cause shown by written application by the owner. Examples of "good cause" may include a resident with live-in caregiver or accommodating special circumstances, or (iv) previously permitted permanent structural modifications within the garage prohibit vehicle parking. A variance will not be issued when a parking space within a garage is not available because the garage or relevant portion of the garage is being used for a purpose other than parking or vehicle storage.
- c. Vehicles that are determined to be junk, inoperable, unregistered or abandoned vehicles and vehicles that may create or contribute to a threat to health or safety may be removed from the common areas by the Association at the vehicle owner's sole expense, without notice or fines as contemplated below.
- d. Owner vehicles and vehicles owned by tenants, guests and visitors shall not create a nuisance or inconvenience for other residents. The owners of vehicles that create a nuisance

or inconvenience for other residents shall make a good faith effort to resolve the situation with the adversely affected owner or resident.

- e. In addition to all other appropriate actions, PPCSA may take the following enforcement actions in accordance with the Covenants and the Association's governing documents and pursuant to the New Mexico Homeowner Association Act.
 - i. First and second notices: To educate the community as to the PPCSA parking requirements, vehicles that are determined to be non-compliant with the parking policy will receive two (2) written notices of violation coupled with a request to either park the vehicle in the garage or apply for a parking variance. Vehicles should be in compliance within ten (10) days.
 - ii. Owners are responsible for their own actions and parking by tenants, visitors and guests of their lot. Thus, the Association may seek to enforce any fine or parking enforcement action against the lot owner associated with the vehicle, whether the vehicle is owned by the lot owner or the lot owner's tenant, resident, guest or visitor. Unless a lot owner provides prior written notice to the Association as to vehicle ownership and parking arrangements, with a request that the lot owner receive copies of parking notices, the lot owner will not receive a separate copy of the notices described above.
 - iii. A third notice of violation, by the same vehicle or the same vehicle owner, may result in a \$50 fine to be paid in full within thirty (30) days after being levied.
 - iv. A fourth notice of violation, by the same vehicle or the same vehicle owner, may result in an additional \$100 fine to be paid in full within thirty (30) days after being levied.
 - v. Each subsequent notice of violation, by the same vehicle or the same vehicle owner, may result in an additional \$150 fine to be paid within thirty (30) days of being levied.
 - vi. To the extent that the connection between the vehicle and lot owner can be reasonably established by the Association, all fines will be added to the lot owner's account and remain in effect until payment is received in full.
 - vii. If a fine remains unpaid for thirty (30) days after being levied, the Association may file a notice of lien against the lot involved. The lien will include total fines, fees related to lien filings, and any other expenses related to the non-compliance issue and will remain in effect until payment is received in full and the non-compliance issue is resolved.
 - viii. Upon approval of the Board of Directors and for cause, a parking variance may be revoked.
 - ix. Prior to imposition of a fine, the Board shall provide an opportunity for the lot owner to submit a written statement or request a hearing before the Board or a committee appointed by the Board. Board notice must be provided to the lot owner fourteen (14) days prior to the hearing. After the hearing or review of the written statement, if not approved by the majority of the Board or committee, the fine will not be imposed. If the homeowner/resident fails to request a hearing or submit a written statement, the fine may be imposed, calculated from the date of violation.
 - x. The policy will be enforced under supervision of the PPCSA Community Manager.

H. Residents' Responsibilities

- a. Homeowners/residents are responsible for ensuring that they and their tenants and guests comply with the PPCSA Parking Policy.
- b. PPCSA has established parking variance guidelines and homeowners/residents are responsible for applying for variances and keeping them updated.
- c. Homeowners are responsible for maintaining their driveways and garages to allow for parking.

I. Transition Period

- a. Once the PPCSA Board of Directors has approved this policy, the Association will recognize a sixty (60) day transition period for community education that will enable residents to take steps to meet requirements of policy.

J. Amendments

- a. The PPCSA Board of Directors reserves the right to amend this PPCSA Parking Policy in its discretion, with proper notice to homeowners.

Amendment approved by the Park Plazas Community Association Board of Directors, September 25, 2024.