

# SOMNER PLACE HOMEOWNERS ASSOCIATION NEWSLETTER

SPECIAL EDITION

NEW PARKING RULES

WINTER 2017

## INTRODUCTION

Despite numerous attempts on the part of Somner Place's Board of Directors (hereinafter, "the Board") and several other dedicated residents to correct a very serious parking problem in the neighborhood, the situation has not yet greatly improved, as a few homeowners, renters and/or guests continue to utilize varied spaces on our streets that occupy up to seven (7) cars per household.

Residents are likewise blocking fire hydrants, despite vehicles needing to be at least fifteen feet (15') from the water supply, as well as parking trucks and automobiles against traffic and in the opposite direction.

Moreover, and most egregious, is continuously leaving unauthorized, commercial-type vehicles and trailers, both for recreation and/or business, out for common view, either anchored on a driveway or illegally parked for extended periods of time on the street. These vehicles are prohibited at Somner Place, except for the purposes for which they were intended, i.e., pick-up, delivery, temporary servicing of the property, etc. Homeowners are warned, towed and fined when illegally parked in public view or on the street. (None of these vehicles are permitted in the community for more than twenty-four (24) continuous hours or forty-eight (48) hours total within any given seven (7) day period). Although this information, in part, did not seem to be well-received when integrated into the most recent Somner Place Newsletter, it is nonetheless

true, and needs to be finally addressed. Comes now the concluding attempt to (a) show cause and offer an explanation, once and for all, as to why it is imperative that we adhere to the Somner Place documents to which every person who resides here must abide, (b) offer an opportunity for all of us to understand the necessity of honoring city ordinances that are above and beyond the scope of private rules and regulations set forth; and (c) initiate a fair and equitable resolution for all...one that should not only make the majority of our residents quite content...but would improve relations within the community as well.

## ORIGINAL PARKING OPTIONS... WHAT THE RULES OF THE ASSOCIATION DICTATED

As curious and beyond reason as it may appear, since the inception and incorporation of the Association (1994-'96), Somner Place homeowners and residents were mandated to only park their vehicles in their respective driveways and/or garages. We were restricted from parking on Somner Park streets and this became *law of the land*, as cited in the Covenants, Conditions & Restrictions (CC&Rs) *Section 3.17.2*, and documented in the offices of the County of Maricopa Recorder.

This unusual rule was decreed, in part, due to the close proximity of our homes, the narrow streets and for the purpose of not having an excessive number of automobiles on the roads. The ultimate goal was not to create an encumbrance, but rather, to provide a greater safety net for all.

Notwithstanding the foregoing, the Board recognized that this uncommon practice was impossible for most people to even comprehend, never mind observe. To those who reside here, this limitation seemed, at best, ridiculous. Imagine...not being able to park one's car on a public road in front of one's own home? By most accounts, it was arbitrary to assume anyone would have ever ordained or approved such a constraint. Nonetheless, it was written precisely that way.

As most homes constructed in the Southwest have little storage, i.e., tiny attics, and few basements, it became clear within a very short period of time that homeowners and renters required the space in their garages for stowage, thus, creating an absolute necessity for many occupants to park their vehicles in front of their respective homes.

For years, the Board merely looked the other way, citing that the restriction must be obsolete. Even many of the Board members themselves parked in front of their homes. However, current State, County and City laws have placed additional burdens upon all homeowners association Boards requiring that they enforce ALL of its ordinances, not selectively nor randomly choose which to impose, lest face legal consequences due to non-compliance of the proprieties that it is bound to uphold.

### **AMENDING OR CREATING AN EXCEPTION TO THE RULE**

The only alternative to obeying this utterly strange rule (absent constantly violating it, which then would require the need for the Board to send out notices of non-compliance, ultimately resulting in fines and additional assessments charged against our properties), was to change it. That effort could be accomplished in only one of two ways: (a) with the acquisition of an attorney and the orchestration of a meeting, requiring a minimum of fifty-six (56) homeowners to all vote affirmatively to overturn this section of the CC&Rs, which would be virtually impossible to bring into fruition, given that only a few homeowners even show up for the Annual

Meetings; or, (b) by vote of an Architectural Committee, or in the absence of one, a majority vote of the Board, should it be deemed that the restriction in question interferes with the enjoyment of the homeowner's or renter's dwelling, and by such vote, such Board impartially creates a blanket variance (an exception to the rule) for ALL who reside at Somner Place.

This correspondence is to inform you that the Board opted to vote to alleviate the subject restriction. Pursuant to *Section 3:19* of the CC&Rs, the Board unanimously granted a modification to this restraint concluding that the parking limitation "*creates an unreasonable hardship or burden...*" on its residents, and the variance was approved to predominate the rule.

That said, there is an EXTREMELY IMPORTANT component that was compulsory for the process of this confinement to be overridden. If you read anything in this correspondence, we respectfully request that you peruse and understand the next passage.

### **MANDATORY PREREQUISITE TO UPHOLD AN EXCEPTION TO THE RULE**

In order for the Board to alter an existing limitation due to hardship or burden, the ONE ADDITIONAL CONTINGENCY that was necessary in the creation of the aforementioned blanket variance was, as follows:

Pursuant to a stipulation contained in the CC&Rs, *Section 3:19*, it further states that such a change can be implemented solely if "*...the activity permitted under the variance will not have any substantial adverse effect on any [other] Owner, Lessee and Resident*".... and is "*consistent with the high quality of life intended....*"

The following defines what that could mean, in general terms:

If *Homeowner Jones* has always parked his vehicle in his garage (following the contention of the

CC&Rs as originally written) so that his guests have the opportunity to park in front of *Homeowner Jones's* house, and that space was to be inadvertently occupied by another automobile of an allied homeowner, renter, or their guest, that act would have a patently adverse effect on *Homeowner Jones*, thus creating an impediment on the full enjoyment of his property, since *Homeowner Jones* would no longer have the luxury of allowing his guests, should he choose, to potentially park in front of his home. In other words, *Homeowner Jones* would have the right to say in defiance and opposition to the new exception to the rule: *"I've been parking in my garage and obeying the stated directive for 15 years...yet now I am unable to provide the prospective parking space for my guests since that rule has been altered? Why should my guests and I be compromised because you've gone and changed an existing mandate which now allows anybody or everybody to park in front of my house? The Board is NOT protecting my interest by overriding what was originally intended by the forefathers of the CC&Rs, which clearly states that there is to be NO resident parking on the streets!"*

Therefore, the only way that the Board could grant that the limitation of parking on the street be removed by indoctrinating the blanket variance, was to also implement the requisite that NO OTHER HOMEOWNER, GUEST OF A HOMEOWNER or RENTER may use the space directly in front of *Homeowner Jones's* home without his or her express permission, thus completely upholding *"the high quality of life intended"* for *Homeowner Jones*, and theretofore, eliminating any and all conflicts that could or would exist with the instigation of the variance. In essence, everyone benefits.

**BLANKET VARIANCE GRANTED  
WITH NO ADDITIONAL HARDSHIP  
TO ANY RESIDENT**

On behalf of the community, the Board wishes to amiably inform you that it unanimously agreed to both the blanket variance and special addendum (the reserving of the space in front of all residents'

homes for the sole benefit of that resident), effective immediately.

So, here it is *in a nutshell*: After altering the restriction, albeit long overdue, by creating the blanket variance to grant permission for the homeowners and renters to park in front of their own houses, all Somner Place residents, whether owners or renters, henceforth have the following allocated spaces for parking for themselves, their family members and their guests:

1. The two spaces inside their garage;
2. The two spaces on their driveway; and
3. The space, directly in front of their home.

Additionally, any open space on the south side of Catalina, north side of Dragoon or park side of St. Paul (areas where there is no home adjoining the curbside) is also available on a first-come, first-served basis to be utilized by homeowners, renters, and their guests, alike.

With regard to the aforementioned New Parking Policy, the only exemption to the new rule that homeowners, residents and their guests must refrain from parking in front of any mutual neighbor's home, would be if the resident was given the homeowner's express and direct permission to do so. Example: *Homeowner Jones* rarely has guests, parks his/her automobile in his/her respective garage, and seldom, if ever, even utilizes the designated front space. That resident can grant a concession, but would need to do so either by virtue of a message from the homeowner through the somnerplace.com website, or by telephone via the Somner Hotline at 602-476-1757, conveying such permission and immunity. This additional provision is predicated upon an established one (1) year term that is required to be renewed annually, with the understanding that the homeowner opting to grant the concession, can cancel, in writing, at any time.

Does all the foregoing make sense? To recap, the action taken adequately allows the blanket variance (being able to park on the streets) without limiting anyone else's rights prior to the variance (parking in

front of one's home), with additional parking spaces appropriated (where there is no home-side curb), and a proviso for homeowner concession (permission granted for a specific period of time). By integrating this adjustment of the existing rule and putting it into action, your Board feels that it now has taken care of the community in a way that should be appealing to all concerned.

Naturally, your guests will not be aware of these changes, and presumably, might park wherever they might feel is most convenient. In order for the modifications to be fair for all concerned, please be so kind as to notice where your own visitors park their vehicles, and instruct them to follow the newly-established decorum as well. Should you be having guests, and desire for them to utilize your own designated space in front of your home, kindly park your own vehicles on the driveway or in your garage. Likewise, if you perceive that your guests have parked in front of someone else's home, it only takes a few extra seconds to inform them and a miniscule amount of added effort to properly park where designated, so as to uphold and honor the applicable changes. Thank you in advance for being carefully mindful of your guests, while respecting the rights of other homeowners and renters in the neighborhood!

**CODE VIOLATIONS  
EXCEED SOMNER PLACE'S  
JURISDICTION**

Please keep in mind, however, that there are yet other parking ordinances that need to be upheld. Naturally, parking in the correct direction of the roadway is one of them.

Second, merely given the authority by your Association to park in front of your home, or absolution by your neighbor to park in front of theirs, does not mitigate you from City, County and State requirements, as those ordinances are completely beyond the control of all homeowners' associations. The Board cannot alter traffic or civil laws.

The Code, Section 12-54(a) states, as follows: *“No person shall park any vehicle upon any public street or upon publicly owned, maintained or operated property for a period of seventy-two (72) or more consecutive hours. For purposes of this Section, the vehicle shall be considered to have remained parked unless, during the seventy-two (72) hour period, said vehicle has been moved at least one hundred feet (100’) from the position it previously occupied, or the odometer on said vehicle exhibits a change of at least one-tenth of one mile.”*

That said, chances are, if you are utilizing your front space, you quite probably are using your vehicle every day, so to most, this point would be moot.

Third, we hope that the all homeowners, renters and their guests understand that the Board members are neither policemen, sheriffs nor any other kind of law enforcement personnel. We are homeowners like yourselves. That said, please know that although the Board has a duty to the community, as stated earlier, it is also bound by what the Association documents dictate, and in conjunction with the aforementioned understanding, its elected officers and affiliates are compelled to uphold the varied laws that are in place to protect us all.

**CONCLUSION**

In final, the Board sincerely hopes that you feel it has done its due diligence to rectify an ongoing problem within the community for more than twenty (20) years, and that with the implementation of the blanket variance and added addendum, we all find a more harmonious balance with regard to the parking problem advancing forward.

Please feel free to contact us in writing at somnerplace.com website, or by voicemail via the Somner Place Hotline, at 602-476-1757, should you have any further questions regarding these matters.

**THE SOMNER PLACE  
BOARD WOULD LIKE TO  
WISH YOU & YOUR FAMILY  
A WONDERFUL NEW YEAR!**