

POSITION PAPER

VILLA TEMPORARY PARKING

APRIL 8, 2020

To: VCDD 2 Board of Supervisors

From: Bryan Lifsey, VCDD 2 Supervisor

PURPOSE: Consternation and trepidation boiled over recently as exasperated VCDD2 Villa residents sought answers concerning the use of the “temporary” parking areas in villa neighborhoods. This position paper seeks to find a reasonable, fair and equitable method to enforce both the intent and the spirit of “temporary” as it applies to the temporary parking areas in our villa neighborhoods.

BACKGROUND: Before I get into a discussion of these issues, I need to acknowledge the extremely valuable contributions of a fellow Supervisor, Bill Schikora. Supervisor Schikora holds monthly Resident Meetings for District 2 and distributes a “newsletter” to an extensive list of our residents. One of my neighbors forwarded to me his April 2, 2020 newsletter. That issue of his newsletter addressed, among other issues, Temporary Villa Parking. I stole extensively from his newsletter when preparing this Position Paper because he had already done most of the ‘scut work’ on this issue and I, being naturally lazy, was not anxious to reinvent the wheel. Those that have read his April newsletter will see much of his material repeated here.

Throughout our District, residents who are adjacent to or in full view of a "temporary" Villa Parking Area can very seriously be affected by the apparent misuse of these areas. Commercial vehicles, utility trailers, poorly maintained automobiles parked for an extended period (etc. etc.) are unsightly, annoying, and significantly affect both our quality of life and the market value of affected residences. While the number of directly affected homes in each Villa community is relatively small, the actual effect (aesthetic and financial) can be very significant to affected homeowners. Additionally, keep in mind that temporary or overflow parking areas that are always full (with the same few vehicles) make the designated "temporary" guest parking unavailable to those residents who occasionally need the space. Our residents have been clamoring for their elected officials to address these issues and “fix” them.

DISCUSSION: Changes to the allowed usage of temporary Villa Parking Areas could affect an entire Villa community, but the actual number of residents who might be affected (or the degree to which they are affected) really is equal only to the number of parking spaces available in that parking area. In other words: Once the eight or ten parking places are in use, the rules/regulations are of little consequence to those remaining non-users. Therefore, the actual effect/impact on the overall community is quite limited. However the effect on those residents in/around the parking areas may be quite significant. And, as our legal advisor pointed out during our February meeting, diddling with the definition of “temporary” may (in all likelihood WILL) lead to ‘unintended consequences’ for our residents.

“What unintended consequences?” you may reasonably ask. Well, if we had any idea at all, they would not be “unintended”, they would be intentional. The uncertainty of what these consequences may be is what concerns me the most. We can’t plan for something we don’t know about!

When our residents bought their homes near a temporary parking area they almost certainly considered its presence. Common sense told them that “temporary” meant short term, for a limited time, transient. They didn't think - nor should they be expected to think - of "temporary" meaning not permanent, not forever, but maybe for six months...or ninety-nine years! Certainly, in fairness and reasonableness, the fact that the original plat writers/designers failed to legally define the word "TEMPORARY" **should not be our justification** of why our current residents must continue to bear the burden of this omission.

Furthermore, common sense - and their faith in their new home-town government officials - also told home buyers that the rules about size restriction, trailers, and commercial vehicles that apply to parking in their OWN DRIVEWAYS certainly would apply to the designated temporary parking areas adjacent to their homes.

At our February 14, 2020 District Board meeting, our District Counsel, Mr. Mark Brionez, pointed out that the existing Amended Declaration Of Covenants, Conditions And Restrictions/Article VIII/Parking Restrictions may be utilized under the framework of our existing Deed Compliance procedures to compel owners to not park vehicles of any type in the temporary parking areas. He postulated that this may be a better solution than trying to define ‘temporary’ but that it may not resolve 100% of the problems. There may be some enforcement “holes” when it comes to renters or when the registered owner of the parked property lives in The Villages but is NOT a registered property owner. He did agree to look into that further and give a report at a future meeting.

Those rules vary little from villa to villa but, using the existing Amended Declaration Of Covenants, Conditions And Restrictions/Article VIII/Parking Restrictions currently in

place in the La Crescenta Villas within the Village of Santiago as an example, they state (in-part):

"No Owner of a lot shall park, store, or keep any vehicle except wholly within his driveway or garage. No truck in excess of 3/4 tons, camper, boat, trailer, or aircraft may be parked in a parking space except a boat may be kept in the garage with the garage door closed."

As was pointed out by Mr. Brionez, this rather straightforward, rather simple definition raises many issues in and of itself.

The 'key words' in the existing requirement (above) are "NO OWNER". My informal interpretation is that this means the most likely to occur parking restriction for the Temporary Parking Area will be that TITLED OWNERS will NOT be allowed to park in the Temporary Parking Areas. Guests, other invitees and non-owners are allowed to park. As it stands now, OWNERS (and others) will be able to park on their own property or to park (legally/appropriately) on the publicly accessible Villa streets.

As Mr. Brionez pointed out, they may NOT be titled owners of the property in which they reside but they may be the titled owners of a vehicle under scrutiny in a temporary parking spot. The same may apply to live-in relatives, adult children who move back in with their parents, or live-in guests of the property owner. If they park in temporary parking spaces and are living in The Villages but are not titled property owners, can temporary parking enforcement be effected through the Deed Compliance process against the owner of the home where they do live?

These rules apply to District 2 residents. What if a Villager, but not a resident of District 2, parks in a temporary parking space? Can District 2 use the Deed Compliance process to enforce temporary parking restrictions within our district against a Villages property owner who owns property that is not in District 2?

If they park in temporary parking spaces and are living in The Villages but ARE NOT property owners, can VCDD2 Temporary Parking Enforcement be affected through the Deed Compliance process against the owner of the home where they do live?

You would expect that the rules about size restrictions, trailers, and commercial vehicles that apply to parking in your own drive ways certainly would apply to the temporary parking spaces in our district. We may need our Legal Counsel's advice on whether this is true or not.

By the same token, you would expect that the rules that apply to property owners would apply to all residents of that property whether they are renters, live-in relatives, or live-in guests. For deed compliance issues, we need to define that the term "Owners" also included all residents of the property OR we can define that the

owner(s) of a property are responsible to ensure that all residents of the property follow the deed restrictions and covenants.

SUMMARY: As members of the VCDD2 Board of Supervisors it is our responsibility - our obligation - to do the work to find the ways to fix this longstanding conundrum with a resolution that is fair, reasonable, equitable, and in keeping with the best interests of our constituents.

It won't be easy!

All of the above issues will require expert input and advice from our District Counsel as well as the support of District management and staff. We also need to proceed very carefully (if at all) when it appears we may be delving into areas rife with 'unintended consequences'.

Bottom line, we may not be able to 100% solve all these issues. We must be ready to accept what is feasible and move on to other issues.

RECOMMENDATION:

I recommend that our primary means of parking enforcement, both in temporary spaces and home sites, be through VCDD Community Standards using the current methods of reporting, verification, notices of violation, enforcement, etc.

I recommend that we ask District Staff, and in particular our District Counsel, to address all the open issues, technicalities, and loopholes identified in this paper for possible solutions. Those solutions, once approved by this Board, should be incorporated into our Deed Compliance process as appropriate.

I recommend that we may want to relook at a District Towing Policy. When revisions to Chapter 190 were approved by the Florida legislature, each District was given an opportunity to implement a towing contract. VCDD2 opted NOT to implement a towing contract at that time. We may now want to reconsider that decision. I would further recommend that if we choose to use the Community Standards/Deed Compliance methodology to enforce parking regulations, that instead of each District having a towing policy, Community Standards have a towing policy that they could use each time a District approved towing as an appropriate remedy for a parking violation. That would seem to be much more efficient than each District having a towing policy.

I recommend that the District, possibly through Community Standards, implement a way to use law enforcement resources to verify ownership of vehicles involved in alleged parking violations. There may be a cost for such a service that we would need to budget for in our next budget.