

**Park Plazas Community Services Association (PPCSA)
Architectural Control Committee (ACC) Inspection and Enforcement Policy**

Effective Date: 25 June 2025

A. Purpose

The Board of Directors ("Board") of Park Plazas Community Services Association ("PPCSA" or the "Association") adopts this PPCSA Architectural Control Policy to assure exterior maintenance, repairs and any other corrective/improvement actions are completed as necessary to safeguard the integrity and safety of the real property and to help ensure the safety, accessibility, aesthetics and enjoyment of the community at large.

B. ACC Plan and Instructions

The ACC shall conduct visual maintenance and compliance annual inspections of Lots within Park Plazas. These inspections will include the front and back of Lots and will focus on areas set out in the Guidelines for Architectural Improvement, 2022 – stucco, trim, yard and outdoor storage and grounds, fences and trellises, and pilasters.

C. Enforcement

- a. Lot owners are responsible for all exterior upkeep in accordance with the Covenants and the Association's governing documents.
- b. After annual inspections, the ACC shall issue first notices to those homeowners whose Lots have been found to contain maintenance and/or non-compliance deficiencies, identifying corrective actions required to be taken and giving ninety (90) days from date of notice for the homeowners to either make noted repairs or appeal the Committee's determination.
- c. Should non-compliance deficiencies require more than ninety (90) days to remedy, Lot owner can enter into a Memorandum of Understanding (MOU) with PPCSA that states work to be done, time frames for completion of work, and consequences for unfinished work including fines and liens.
- d. Homeowners with deficiencies will be required to keep the ACC updated on the completion of corrective actions. At the conclusion of the ninety (90) days notice period or the extension period included in the MOU, the ACC will conduct follow-up inspections of all Lots subject to deficiency notices.
- e. The ACC shall present to the Board of Directors a written report identifying the Lots and deficiencies that exist based upon the follow-up inspections.
- f. Upon approval by the Board of Directors, a Notice of Enforcement will be sent to non-compliant Lot owners.
- g. PPCSA, in accordance with the Covenants and the Association's governing documents, will begin imposing monthly fines on the Lot Owner until such time that Lot is brought into compliance with Covenants and the Association's governing documents. All fines shall be added to and become part of the assessment to which such Lot is subject.
 - i. Fines will go into effect twenty (20) days after a Notice of Enforcement is sent to the Lot Owner advising them that the Lot continues to be in non-compliance with the PPCSA Covenants and the Association's governing documents.
 - ii. In accordance with the New Mexico Homeowner Association Act, § 47-16-18, titled "Enforcement of Covenants; Dispute Resolution", 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.
 - iii. The imposition of a fine must be approved by a majority of the Board of Directors. Fines will be charged at the following rates:

1. Months one (1) through three (3) non-compliance will result in a monthly fine of \$250.
 2. Months four (4) through six (6) non-compliance will result in a monthly fine of \$500.
 3. Beginning in the seventh month, fines will be assessed at \$1,000 per month and will continue until Lot is brought into compliance with the PPCSA Covenants and the Association's governing documents.
- iv. All fines will be added to the Lot Owner's account and remain in effect until payment is received in full.
 - v. PPCSA 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.
 - vi. Further, in addition to the actions above, the Board may elect to take such other or further action as it deems necessary or appropriate from time to time, for any noncompliant Lot that poses a special risk or creates any complicating circumstance, including without limitation referring the noncompliant matter to legal counsel, in which event all costs incurred by PPCSA, including attorneys' fees and costs, shall be imposed against the Lot owner.
 - vii. The policy will be enforced under supervision of the PPCSA Community Manager.

D. Authority

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

- a. Section 1. Powers. The Board of Directors shall have power to:
 - (f) assure exterior maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.
- b. Section 2. Duties.
 - (h) cause the exterior of the dwellings to be maintained.

ARTICLE VI of the Declaration of Covenants, Conditions, and Restrictions (CC&Rs), ARCHITECTURAL CONTROL

- a. Section 1. Composition of Committee. The Architectural Control Committee shall be composed of three or more persons appointed by the Board of Directors of the Association, at least one of whom shall be a member of the Board.
- b. Section 2. Duties of Committee. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, and alterations within Park Plazas conform to and harmonize with existing surrounding structures.
- c. Section 3. Review by Committee. No structure, including but not limited to any residence, accessory building, tennis court, swimming pool, flagpoles, fences, walls, or other improvements, shall be constructed, altered, added to, modified, or maintained upon any Lot unless complete plans, specifications, and Lot plans for the structure, showing the exterior design, height, building materials, color scheme, the location of the structure plotted horizontally and vertically, the location and size of driveways, fencing, walls, and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee.

ARTICLE VII of the Declaration of Covenants, Conditions, and Restrictions (CC&Rs), REPAIRS, MAINTENANCE, AND OTHER CORRECTIVE ACTION

- a. Section 1. Duty of Owner. The structure, exterior surface, windows, doors, porches, fences, gates and grounds of each Lot shall be maintained in good condition and repair and in a neat and attractive manner.
- b. Section 2. Failure to Maintain. Upon the Owner's failure to maintain the grounds of any Lot in a neat and attractive manner, the Architectural Control Committee may, at its option, after giving the Owner 30 days written notice sent to his last known address have the grass, weeds and vegetation cut

when and as often the same is necessary in its judgment, to have dead trees, shrubs, plants, garbage, refuse, rubbish removed from any Lot.

- c. Section 3. Failure to Repair. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance the Architectural Control Committee may, at its option, after giving the Owner three (3) months written notice, make repairs and improve the appearance in a reasonable and workmanlike manner.
- d. Section 4. Failure to Comply with Restrictions. Upon the Owner's failure to remove from any Lot or the Common Area any item not permitted to be placed on any Lot or the Common Area under the "Common Scheme Restrictions," Article VIII of these Declarations, the Board may, at its option, after giving the Owner 30 days written notice, enter and remove from any Lot, or remove from the Common Area, the item prohibited by the Common Scheme Restrictions.
- e. Section 5. Assessment of Cost. The cost of any action referred to in Sections 2, 3, or 4 of this Article shall be assessed by the Board against the Lot upon which such action is taken and shall be added to and become part of the monthly assessment or charge to which this Lot is subject under Article IV hereof.
- f. Section 6. Access at Reasonable Hours. For the purpose of solely or performing the actions referred to in Section 2, 3, or 4 of this Article, the Association, through its duly authorized agents or employees, shall have the right pursuant to this Article to enter upon any Lot upon reasonable hours on any business day.

E. Decision Making Authority

The ACC's decision-making authority is limited to:

- a. the review of rights set forth in Article VI, Section 3 of the Declaration ("Review by Committee")
- b. the rights set forth in Article VII, Sections 2 and 3 of the Declaration ("Failure to Maintain" and "Failure to Repair"),
- c. the rights set forth in Article VIII, Section 6 of the Declaration ("Trees, Vegetation, etc."), and
- d. such other authority, if any, as the Board may delegate to it from time to time by resolution reflected in the minutes of a Board meeting. Any such delegation shall be revocable in whole or in part in the Board's sole discretion, whether or not that fact is stated in such minutes.

This policy was approved by the Park Plazas Community Services Association Board of Directors on 25 June 2025.