

**UNIT OWNERS ASSOCIATION  
OF FAIRFIELD HOUSE CONDOMINIUM**

**Policy Resolution No. 97-1**

**(Suspension of Parking Privileges  
for Violations of Condominium Instruments)**

WHEREAS, Article III, Section 2 of the Association's Bylaws grants to the Board all powers and duties necessary for the administration of the affairs of the Condominium, and further empowers the Board to promulgate Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium;

WHEREAS, there are present and past cases of unit owners who fail to timely pay their annual and special assessments or who are otherwise in violation of the Association's Bylaws or Rules and Regulations, but who continue to exercise membership privileges such as parking automobiles on the Association's common elements;

WHEREAS, this situation threatens the financial health of the Association and is unfair to those unit owners who comply with the Association's Bylaws and Rules and Regulations;

WHEREAS, Section 55-79.80:2 of the Virginia Condominium Act empowers the Board of Directors to suspend a unit owner's right to use the Condominium's facilities or nonessential services, including the privilege to park automobiles on the Condominium's common elements; and

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WHEREAS, the Board has determined that it is in the Association's best interest to adopt a policy which empowers the Board to suspend the privilege to park automobiles on the Condominium's common elements of those unit owners who are in violation of the Association's Bylaws or Rules and Regulations.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board of Directors shall be empowered to suspend the privilege to park automobiles on the Condominium's common elements of those unit owners who are in violation of the Association's Bylaws or Rules and Regulations, including, but not limited to the covenant to pay assessments.
2. At least ten days before such a suspension is implemented, the Board shall send written notice of the suspension by regular mail to the unit owner's address on record with the Association. This notice shall inform the unit owner that the Board intends to

suspend his parking privileges and shall inform the unit owner that he may request in writing a hearing before the Board. The unit owner shall be provided with 10 days from the date of the Board's notice to request such a hearing. Upon receiving a request for a hearing from a unit owner, the Board shall notify the unit owner of the time, date, and place of the hearing. Notice of the time, date and place of the hearing shall be hand delivered to the unit owner or sent by certified mail, return receipt requested at least 14 days prior to the scheduled hearing. The hearing date shall be scheduled in the Board's exclusive discretion.

3. When the unit owner fails to request a hearing in a timely manner (i.e., within 10 days of the Board's notice) or the unit owner requests a hearing but fails to attend the hearing without providing reasonable and satisfactory explanation, the unit owner shall be deemed to have waived the right to such hearing and suspension of parking privileges may be implemented as the hearing had been completed with a judgment unfavorable to the owner. **THE BOARD OF DIRECTORS SHALL NOT BE REQUIRED TO CONDUCT A HEARING UNLESS THE UNIT OWNER REQUESTS A HEARING IN WRITING.**

4. When the owner exercises the right to a hearing and attends the scheduled hearing, the Board will allow the owner to present any and all defenses to the alleged violations. Thereafter, the Board shall meet as soon as practicable in executive session to determine whether the suspension should be implemented. The Managing Agent will advise the owner of such decision in writing. When the judgement is unfavorable to the owner, the Managing Agent will undertake the administrative actions required to effect the suspension of parking privileges. When judgement is favorable to the owner, the records of the Association will reflect the Board's judgment.

5. The Board shall reinstate a unit owner's privilege to park automobiles on the Condominium's common elements within a reasonable time after the assessment delinquency, including all court costs, interest and attorney's fees are fully paid, only after the unit owner pays to the Association the cost of restoring the space.

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Adopted by the Board of Directors this 22 day of January, 1997.

UNIT OWNERS ASSOCIATION  
OF FAIRFIELD HOUSE CONDOMINIUM

By: Trina Ann Lynch  
Signature

President  
Title

I hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of Fairfield House Condominium this 22 day of January, 1997.

Statricia Brunetta  
Signature

Director  
Title

Ratified at regular board  
of directors meeting on  
1/23/97.

Phone: (703) 790-1911  
Fax: (703) 288-9411

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Juan -

You asked whether the Board of Directors has the authority to lease or sell parking spaces within the Association's parking facilities.

Per Section VIII of the Declaration, the answer is that the Board can lease, but not sell parking spaces.

Section VIII says that:

*The Board of Directors of the Unit Owners Association shall have the power in its discretion to: (i) designate from time to time any portion of the Common Elements (not designated by the Declarant pursuant to Article VII herein) as "Reserved Common Elements"; (ii) grant reserved rights therein to the Unit Owners Association and to any or less than all of the Unit Owners; and (iii) establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Board of Directors shall not be construed as a sale or disposition of the common elements.*

Before the Board proceeds with such a plan, we first have to confirm the existence of any parking spaces that the Declarant may have previously assigned as limited common elements, as the Declarant clearly reserved the right to "sell" parking spaces.

Section VIII further says:

*Declarant reserves the right to assign any Common Elements shown on the Plats and Plans and labeled as "Common Elements which may be assigned as Limited Common Elements", for the exclusive use of certain Unit Owners to whose Units the Common Element so assigned would become appurtenant. The Declarant may assign any such Common Element as Limited Common Element pursuant to the provisions of Section 55-79.57c of the Code of Virginia, 1950, as amended, by making such an assignment in the Deed to the Unit to which such designated Limited Common Element shall become appurtenant and subsequently confirming such assignment by recording an appropriate amendment to this Declaration or the Plans.*

I am pleased to report, that after reviewing the plans recorded along with each of the Declaration amendments that added additional units to the Condominium, I did not see that any of these plans included any parking areas labeled as "limited common element to be assigned."

Consequently, all of the parking areas in the condominium are general common elements that the Board of Directors would have the authority to lease for a reasonable fee for the exclusive use or a particular unit as "reserved common elements." However, given that the plans for the condominium did not reference any of the parking areas as "limited common element to be assigned" the Board and the Association may only lease, not sell, reserved parking spaces to a particular unit.

The next issue for the Board and management to review would then be what is a "reasonable" fee to charge for the reserved use of a parking space. If you or the Board need further guidance on that issue, please let me know.

Kim

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