

DID YOU GET YOUR ULTIMATUM YET?

A week ago, the directors of Water's Edge Condominium sent an ultimatum by certified mail to just nine of our condo unit owners. Many of these owners are wondering how to respond. My advice to you is **DO NOT SIGN IT** and contact our association to **COMPLAIN**.

[Click here to see the Ultimatum from our Board of Directors](#)

The ultimatum gives these nine-unit owners just two choices. Either 1) they pay our condo association \$22,975 to \$27,270, or 2) the skylight over their unit will be removed and boarded up permanently. Payment is due in full on completion of the installation. Unit owners are not allowed to choose their own contractor. They were given just ten (10) days to decide.

HOW TO PROTECT OURSELVES

Affected unit owners need to get together to oppose this dubious ultimatum from our board of directors. Some people say these unit owners are selfish because only they benefit from the skylights. But there are many common elements that are maintained by our unit owners association that do not benefit all of us. These include the lake, parking spaces, swimming pool, fireplaces, decks, porches, patios, and outside staircases. These are all maintained by our association at everyone's expense.

Our association has spent literally millions of dollars maintaining the decks, even though they only benefit individual units. What will happen if they start shutting down the pool, removing the fireplaces, and filling in the lake? What if the condo association turned the replacement of front steps, walkways, outside stairs, parking spaces, and even the rear decks and patios, over to individual unit owners? Can Water's Edge even do that legally? Fortunately, the answer is no, but they are trying anyway.

Please email me at admin@savewatersedge.com or call me at 703-254-5489 to discuss how we can organize against this improper ultimatum. (If are just calling to rant about what a horrid selfish person I am, please don't bother.)

I am planning on holding a zoom meeting soon so we can plan the next step. I will be letting you know about this. I am also putting together a contact list so we can talk to each other and contact our directors and management. More about that later

SUPPORTING DETAILS

Here are some facts about why this ultimatum is wrong. Please read it if you have time, or skip to the end and read that. Thanks.

PROPOSITION 1: THE ROOF SKYLIGHTS ARE NOT PART OF ANY INDIVIDUAL UNIT BUT ARE PART OF THE COMMON ELEMENTS OF WATER'S EDGE.

The Virginia Condominium Act (a state law) states that all condominiums are divided into two parts and only two parts. The first part is the "units," whose boundaries and inclusions are described in each condominium's declaration. The law calls everything else the "common elements." The law also states that certain parts of the common elements may be called "limited common elements." This makes no difference. Limited common elements are still part of the common elements. There is no "grey area" in any condominium that the directors can later assign as they please.

[Click Here to Read the Virginia Condominium Act](#)

When you purchased your unit, you agreed to abide by the law and Water's Edge governing documents. Our governing documents are called the Declarations and the Bylaws. These are recorded among the land records of Fairfax County, Virginia. They are equivalent to the deed you get when you buy a house or land. They are your legal title and proof of ownership of your condominium home.

The Virginia Condominium Act, and also our Declarations and Bylaws, assign certain responsibilities to both unit owners and the unit owners association. In particular, the unit owners must pay monthly dues,

and the unit owners association must maintain the common elements of the condominium. That is why you pay monthly dues to the association.

[Click here to Read the VA Condominium Act Section on Upkeep of Condominiums](#)

[Read Page 20 of our Bylaws on Maintenance Here](#)

Our Declarations show what is included as part of your unit. The Declarations say that the boundaries of your unit are your four walls, your concrete floor, and your drywall ceiling. The Declarations also state that the outside heat pump that serves your unit is part of your unit. The Declarations do NOT say that the roof over your unit is part of your unit. The Declarations do NOT say that the skylight atop the roof over your unit is part of your unit. The skylights are located outside the legal boundaries of your unit.

Therefore, according to Virginia law, the roof and skylight are both parts of the common elements of the Water's Edge condominium. It does not matter whether you call it a common element or a limited common element. The unit owners association is still responsible for it. The word "skylight" or equivalent does NOT appear anywhere in the Virginia Condominium Act, nor in our Declarations or Bylaws, nor in any official policy of our condominium.

Click here to go to SavWatersEdge.com where you may find the Condo Act, our Declarations, and Bylaws

This may come as a shock to you. Your board of directors has been loudly insisting that the skylights are part of the unit over which they are located. This is false. If you would like fuller proof of this, I have posted online a position paper that goes into full details, proving that the skylights belong to the unit owners association and not individual unit owners.

[Click Here to Read the Skylight Position Paper Presented to Fairfax County.](#)

PROPOSITION 2: THE RESPONSIBILITY FOR MAINTAINING, REPAIRING, AND REPLACING THE ROOF AND SKYLIGHTS, BELONGS TO THE UNIT OWNERS ASSOCIATION, NOT TO ANY INDIVIDUAL UNIT OWNER.

Both the Virginia Condominium Act and our governing documents assign the responsibility for maintaining the common elements to the unit owners association.

Part A. The Virginia Condominium act states, that: Part A. Except to the extent otherwise provided by the condominium instruments, all powers and responsibilities, including financial responsibility, with regard to maintenance, repair, renovation, restoration, and replacement of the condominium shall belong (i) to the unit owners' association in the case of the common elements and (ii) to the individual unit owner in the case of any unit or any part of such unit,

Part B. The Water's Edge Declarations mention in many places the authority and the responsibility of the unit owners association to maintain, repair and replace the common elements. The Water's Edge Bylaws state as follows:

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. (Water's Edge By-laws, Article VI, Section 1(c).)

Boarding up the skylights is not the original construction, nor of first-class quality. So what the directors plan to do is a violation of our Bylaws and therefore the law. Boarding up skylights is not a legal option available to our board of directors. The Bylaws require our association to repair and replace common elements, including skylights, with elements substantially similar to the original construction and of first-class quality. This isn't my opinion or preference. It is a legal requirement.

Part C. The question of whether one particular unit owner is responsible for the repair or replacement of the skylight over her unit was brought before the Fairfax County Government last year. It was decided by the Fairfax County Board of Building Code Appeals, a government agency, that a skylight is NOT the responsibility of an individual unit-owner. This government body has officially determined that the skylight is simply not part of this individual's unit. After a hearing, this official government body

decided that there is nothing in the law, our Declarations or Bylaws, that makes the individual unit-owner responsible for a skylight.

The County Board's vote on this decision was five (5) County Board members voting in favor, and none opposed, with no abstentions. Technically, this decision applies only to the one unit-owner who asked for it. However, why would a different decision be made in the case of any other unit owner at Water's Edge?

All Water's Edge board members received a copy of this official Fairfax County Resolution several months ago. Yet they are ignoring it and attempting to circumvent it by pressuring you into signing an agreement that deprives you of your legal rights as a condominium homeowner.

[You can see the official Fairfax County Skylight Resolution online by clicking here.](#)

LET'S GET ORGANIZED AND WORK TOGETHER

Again, we all need to talk to each other about how to stop this unjust ultimatum immediately. There are already two or three skylight owners involved in this effort. We need all nine now, and all skylight owners eventually. Please send me your name, unit number, phone number and email. Your personal information will only be used for communication within the Water's Edge community. Please call me at 703-254-5489 or email me at admin@watersedge.com. I am especially interested in hearing about the problems you have had with your skylight or roof and with KPA. Thanks for reading all the way to the end!

www.SaveWatersEdge.com

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