

Hello Grandview,

You will be receiving a letter in the near future from Grandview Estates' law firm giving you specifics regarding parking issues in our association. We want to give you some background information to ensure that you are all apprised of the situation and our efforts to rectify the issues that have been identified.

Background

Parking in Grandview is assigned as a limited common element and is identified on the association's declaration, which is recorded in the DC land records. A limited common element is something that gives an owner sole right and usage of something. In our association, examples of that would include the parking spots, roofs, balconies, and cement block porches in the back of lower units. The declaration is what the developer files with the city to "declare" a number of things, including which units are assigned which limited common element parking spaces.

One of the concerns that was brought by owners to the board's attention was the address numbers on parking spots. The concern was that it would be easy to identify when a person wasn't home when their car wasn't in their parking spot.

To address this safety concern, the board decided to number the spots with a generic number that would not identify the unit it belonged to. The board also asked the association's lawyers to put together a communication to each owner with their new repainted spot number information on it.

During this renumbering, our attorneys discovered several discrepancies with the assigned parking spots, including:

- 1. Some owners' deeds are incorrect and do not match the declaration, and some owners have certain assigned parking spots in their deeds, which were assigned to other units in the declaration.**
- 2. There are a number of parking spots that are not on the declaration at all and are just painted on pavement of a portion of the association's general common elements, and the residents using those spots do not have them assigned to them in their deeds or the declaration.**
- 3. The addresses painted on the spots prior to the recent renumbering had some parking spots that were not correctly labeled based on the declaration.**

When the board learned this information, we knew that it was in the best interests of our association to have our lawyers review each owner's deed and apprise every owner of the correct parking information, which may be incorrectly identified on the individual deed.

Note that owners whose deeds are incorrect should consider contacting the title company that conducted the settlement on their units or filing a title insurance claim. Note also that the board wants to ensure that residents are parking in the correct parking spot. Importantly, the letter you will be receiving from the association's lawyer it intended to provide details and clarification to ensure that when you go to sell your unit in the future, you are describing the correct parking spot that you have exclusive use of, if any, and not incorrect parking spot information.

Everyone Who Now Has a Parking Spot Will Still Have a Parking Spot

The board has also worked on addressing the parking spots that were not on the declaration at all. We voted to make sure that everyone who has had a spot will still have a parking spot, and that we need to give them all something in writing to memorialize that. We determined that the best way to give those without parking spots on the declaration would be to provide usage of the spots painted on the general common elements by way of a parking spot license agreement.

If you are one of the owners who is currently parking in the spots that are not listed on the declaration as parking spots, you will be receiving a letter explaining this to you and the steps to receive and sign a license agreement.

An annual fee of \$15 for the parking license will be assessed and explained in the letter you will be receiving. A fee is required by the association's governing documents. You are not obligated to sign the agreement or to pay the fee if you do not want a parking spot. If you choose not use a spot, the board will offer the spot to other owners to bid on who do not currently park at Grandview.

Additional Parking

We are advised that there are a few units that do not currently have parking spots in Grandview and that some of you were promised, years ago, parking by the current or former developer in the then-planned second phase that the former developer was planning to build. Those owners may have rights against one of those parties related to those apparent promises.

Parking Spot #1

We did add one parking spot at the very front of the property, located within the general common elements. It was the only place that we had room to do so and we have had many requests to use the spot. We initially intended to put it up for bid to the owners without spaces. Once our lawyers did their analysis, however, we identified one unit that was promised a parking spot and that has been using a spot that isn't in the declaration. This unit is currently parking in the spot in their deed, but the spot in which its resident has been parking is assigned to another unit in the declaration. In an effort to ensure that everyone

who had been using parking spots, who thought they had a spot and who had been provided a document indicating that they have a spot, continues to have a parking spot, we are licensing Spot #1 to that unit.

We also know that some of you have switched spots based on agreements between each other. That is between you and the other owner. Just remember that the specific units to which limited common element parking spots are assigned are listed in the declaration, and so your private agreement between owners may not continue if you or the other owner sell your units.

If you are parking in a spot that isn't yours make sure that you and your tenants know where they should be parking and start doing so. Again, the letter and enclosure from the association's lawyer will detail your specific situation.

We know that this is a lot of information. The board is glad that we were able to identify these issues to help to make sure everyone has all of the correct information to reduce issues for you when you decide to sell your home. If you have any questions or need clarification don't hesitate to reach out to us.

Cary Devorsetz, the association's attorney, will be at our annual meeting on October 17, 2019, and parking is on the agenda so he will be available to answer questions you have.

Grandview HOA Board of Directors
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