

# 3101 Martha Custis Drive – Existing Garden Hearing Resolution Worksheet

Date: February 19, 2020

## Suggested Motion:

**“I move to approve the existing common element garden at unit 3101 Martha Custis Drive.”**

2<sup>nd</sup>:

**Summary:** Documents is attached.

On December 10, 2019 the Covenants Committee denied the existing garden as plantings are not to cross a sidewalk per the “Planting Flowers on Common Elements Specifications”.

## **Vote:**

	In Favor	Opposed	Abstained	Absent
Scott Buchanan				
Dan Courtney				
Susan Cox				
Maria Wildes				
James Konkel				
Kathy Schramek				
Nicholas Soto				
Robin Woods				

## Dana Cross

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**From:** Jim Konkel <PFX@ourivycottage.com>  
**Sent:** Thursday, December 19, 2019 11:20 AM  
**To:** Dana Cross  
**Subject:** Dana - Board Appeal And Snowbirds

Dana,

I would like to request a board appeal for the grandfather and maintenance of the garden down along the outside of our walkway.

Also I am pretty sure we did submit \$300 for snowbirds when we applied for the central HVAC. This is something that does not need to be done until Spring/Summer. We have gone this long without them I would not want anyone getting up on a roof without an emergency reason in the Winter.

Thanks.

Jim Konkel

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# Parkfairfax Condominium

A Historic District

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## UNIT OWNERS ASSOCIATION

3360 GUNSTON ROAD • ALEXANDRIA, VIRGINIA 22302-2198

TELEPHONE (703) 998-6315 FAX (703) 998-8764

### Non-Routine Change Application

December 17, 2019

James Konkel  
Thomasine Geil  
3101 Martha Custis Drive  
Alexandria, VA 22302

Re: 82601 -- 3101 Martha Custis Drive -- Existing Garden

Dear Mr. Konkel and Mrs. Geil,

I regret to inform you that the Covenants Committee of the Parkfairfax Condominium UOA has denied your application for the following reason(s):

- Per the Common Element Planting Specifications gardens must not cross a sidewalk.

**The Covenants Committee strongly recommends that the Board of Directors grandfather the existing garden.**

You are welcome to submit an amended application or to appeal this decision by submitting a letter to management for the Board of Directors. Please include your reason why you think it should be considered, and any further information that might improve their ability to make a decision on your behalf. Send this letter c/o Dana Cross at the address provided above.

If you have any questions or concerns, please do not hesitate to reach out to me at my contact information provided below.

Sincerely,



Dana Cross

Assistant General Manager/Covenants Director

[dcross@parkfairfax.info](mailto:dcross@parkfairfax.info)

703.998.6315 ext.104

Enclosure

### COVENANTS APPLICATION FOR NON-ROUTINE CHANGES

Date: 11/23/19 Unit Owner(s): James Kenke / Thomas Gail Phone#: \_\_\_\_\_  
Building # 826 Unit Address: 3101 Martha Custis Dr. Model: Adams  
OWNERS ADDRESS (if different from above): \_\_\_\_\_

I WISH TO DO THE FOLLOWING (Please mark the appropriate box)

BE SURE TO READ THE APROPRIATE SPECIFICATIONS FOR THE WORK BEING PERFORMED

**For the following changes an illustration or detailed description is required.**

Install or Replace:

- Documenting*
- 1) \_\_\_\_\_ Brick Patio
  - 2) \_\_\_\_\_ Flagstone Patio
  - 3) \_\_\_\_\_ Alteration to A/C Sleeve
  - 4) \_\_\_\_\_ Wooden Deck
  - 5) \_\_\_\_\_ Plantings
  - 6) ☒ Garden *Existing from 1985 when purchased unit.*
  - 7) \_\_\_\_\_ Landscaping
  - 8) \_\_\_\_\_ Gate
  - 9) \_\_\_\_\_ Arbor
  - 10) \_\_\_\_\_ Trellis
  - 11) \_\_\_\_\_ Resident Installed Walkways
  - 12) \_\_\_\_\_ HVAC/Central System Package
  - 13) \_\_\_\_\_ Brick Modifications
  - 14) \_\_\_\_\_ Subdivision of Units
  - 15) \_\_\_\_\_ Combine two units into one
  - 16) \_\_\_\_\_ Other: \_\_\_\_\_

**Please notify the Covenants Director in writing within 30 days of installation to allow for a follow-up inspection to ensure compliance with our outlined specifications.  
BY MY SIGNATURE BELOW, I AFFIRM THE FOLLOWING:**

1. The change identified herein and the manner of installation of that change meets all applicable codes and ordinances of the City of Alexandria.
2. I understand maintenance and repair of changes by me is my responsibility and I am obligated for all expenses relating to maintenance and repair.
3. I understand that I am personally liable for all damages and expenses to my unit, other units and/or the common elements resulting from improper installation or failure to properly maintain such changes by me or at my direction.

4. I understand changes are subject to inspection by the Association Management up 30 thirty days after changes are completed.

5. I affirm that I am installing/replacing the above items exactly as represented here. I understand that any variation from the above constitutes any variation from the above constitutes a violation of the architectural guidelines and automatically voids approval.

6. I understand and agree that no work on this proposed change shall commence without prior written approval of the Covenants Committee.

6. I understand asbestos is present in Parkfairfax units and the common elements. If the change I am proposing requires work which may disturb asbestos, I agree that I must specifically advise the Covenants Committee of the nature and extent of this work in writing prior to commencement of such work. I also agree I will endorse a separate indemnification agreement if such asbestos disturbing work is necessary. I also agree I and my contractor (if appropriate) will abide by all Federal, State and Local ordinances regarding the disturbance and removal of asbestos containing materials and will agree to have air testing conducted at my expense.

Date: 11/23/19

Unit Owner:

[Signature]

Date: 11/23/19

Unit Owner:

[Signature]

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Action Taken: ☐ Approved

☒ Disapproved

☐ Deferred

☐ Acknowledged

☐ Preliminary Approval, subject to receipt of City Permit and Inspection

☐ Final Approval, copy of City Permit and Inspection received

Stipulations/Reason for Denial: Gardens cannot cross  
a sidewalk.

Date: 12/10/2019

Signature:

[Signature]  
Covenants Committee Chair

## INDEMNIFICATION AGREEMENT AND COVENANT

THIS INDEMNIFICATION AND COVENANT AGREEMENT is made this 23<sup>rd</sup> day of November, 2019, by and between James Korte / Thomas G. Pfl ("OWNER"), and the PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION, ("ASSOCIATION").

WITNESSETH: WHEREAS, Owner is the Unit Owner of condominium Unit No. 310 in Parkfairfax Condominium located at (address) 3101 Martha Custis Dr. Alexandria, Virginia; AND

WHEREAS, the Association is charged by the Condominium Instruments for Parkfairfax Condominium (recorded on February 7, 1977 in Deed Book 847 at Page 72 among the land records of the City of Alexandria, Virginia) with responsibility for maintaining the Common Elements of the Condominium and enforcing the provisions of the Condominium Instruments; AND WHEREAS, the Condominium Instruments require the approval of the Board of Directors of the Association prior to the making of any alterations by the Unit Owner affecting the Common Elements; AND WHEREAS, Owner wishes to make alterations affecting the common Elements and has approval therefore; AND WHEREAS, The Board of Directors of the Association will not approve such alterations in the absence of an indemnification against damages and assumption of responsibility by Owner; AND WHEREAS, In order to induce the Board of Directors of the Association to grant such approval owner is willing to indemnify the Association and affected Unit Owners and assume responsibility for damages. NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

*Document Garden in existence 1985 when purchased unit.*  
1. Installation, alteration or removal of Garden (specify) must be in accordance with any and all Guide Specifications and Exhibits approved by the Board of Directors.

2. Owner undertakes, of himself and his heirs, successors and assigns, to indemnify and hold harmless the Association and any Unit Owner from and against any loss or damage which the Association or any Unit Owner may suffer as a consequence of such improvements and alterations; including without limitations: (i) loss or damage caused by negligence in the design, construction or maintenance of such improvements and alterations; ii) loss or damage not the result of negligence but caused by the effect of such improvements and alterations on the structural components previously existing; (iii) expenses and consequential damage caused by or resulting from such improvements and alterations; and, (iv) fees, costs and expenses of any claims or suits arising as a result of such improvements and alterations.

3. Owner undertakes, for himself and his heirs, successors and assigns, to maintain and pay cost of maintaining such improvements and alterations, and all other appurtenant components.
4. Owner hereby warrants that the improvements and alterations have been and will be made in compliance with all applicable requirements of insurance policies covering the condominium and all applicable laws, governmental regulations, ordinances and codes. Owner hereby indemnifies the Association and any Unit Owner from and against any loss or damage attributable to the incorrectness of such warranty. Further, Owner hereby agrees to pay any increase in the cost of insurance coverage occasioned by the construction or maintenance of the improvements and alterations.
5. The approval by the Board of Directors of the Improvements and alterations set forth in paragraph 1 above does not constitute approval of any other improvements and alterations made without obtaining the express prior written approval of the Board of Directors pursuant to the provisions of the Condominium instruments and the procedures of the Board of Directors.
6. The parties agree that this Indemnification Agreement and Covenant shall be filed in the unit file at the Association office, and shall operate as a covenant running with the land, forevermore encumbering the condominium unit and binding Owner's heirs, successors and assigns, including without limitation all future owners of the condominium unit.
7. Wherever used herein the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders, as context may require.

IN WITNESS WHEREOF, The parties have executed this instrument as of the date first written above.

OWNER:

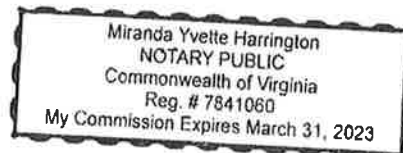


STATE OF VIRGINIA)

CITY OF ALEXANDRIA)

I, the undersigned, a Notary Public in and for the State and City aforesaid, do hereby certify that James Ronke, whose names are signed to the foregoing instrument bearing date on the 25<sup>th</sup> day of November, 20 19, have acknowledged the same before me in the aforesaid jurisdiction to be their act and deed.

GIVEN under my hand and seal this 25 day of November 20 19.



seal)

NOTARY PUBLIC

My commission expires:

March 31, 2023



## **PERENNIALS 3101 MARTHA CUSTIS FRONT GARDEN**

**Azaleas**

**Black-eyed Susans (*Rudbeckia hirta*)**

**Butterfly Milkweed (*Asclepias tuberosa*)**

**Clematis ( *Ranunculaceae*)**

**Coreopsis (tickseed)**

**Grape Hyacinth (*muscaria*)**

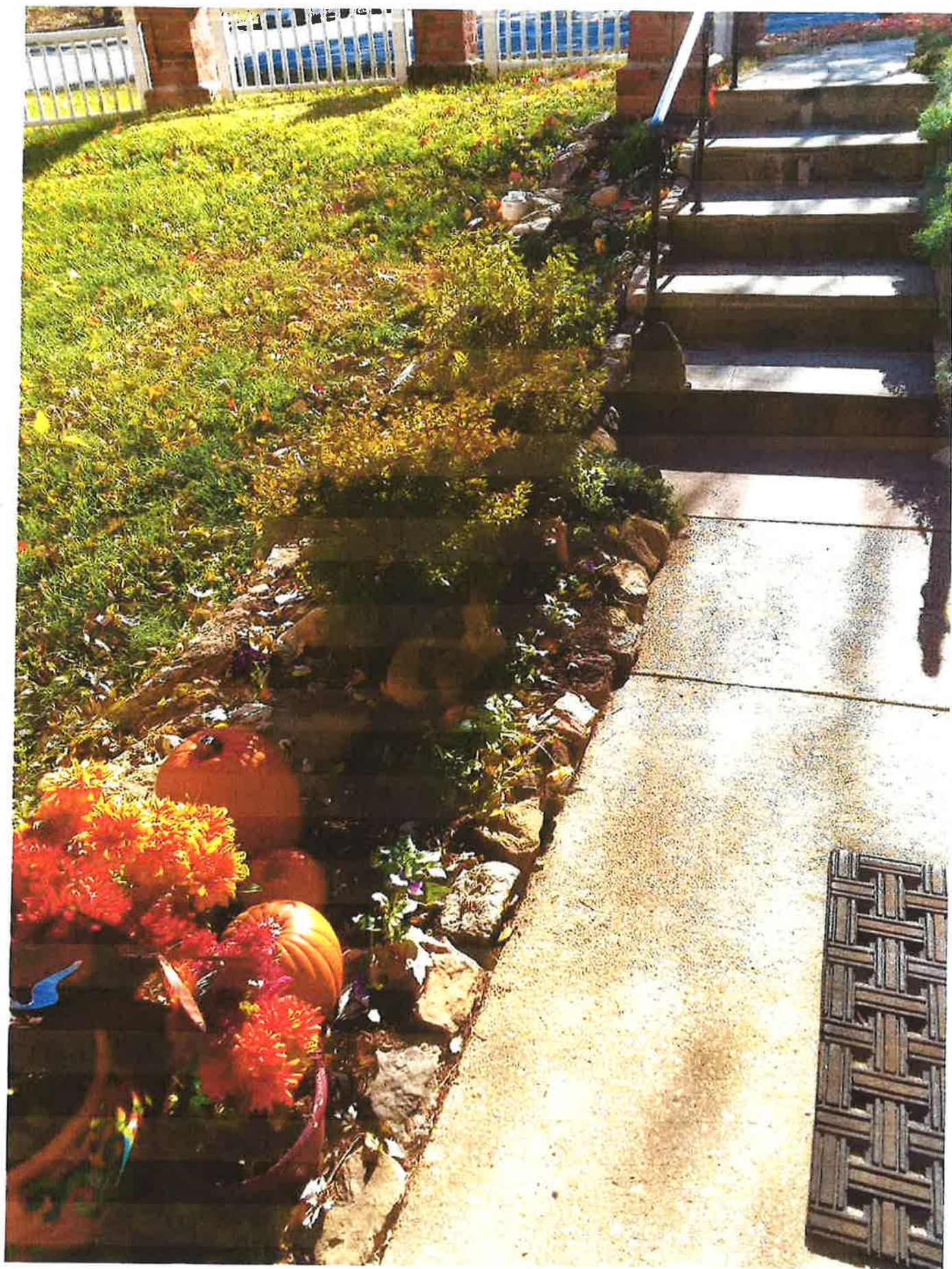
**Hosta (Plantain lilies)**

**Perennial Salvia (*Salvia nemorosa*)**

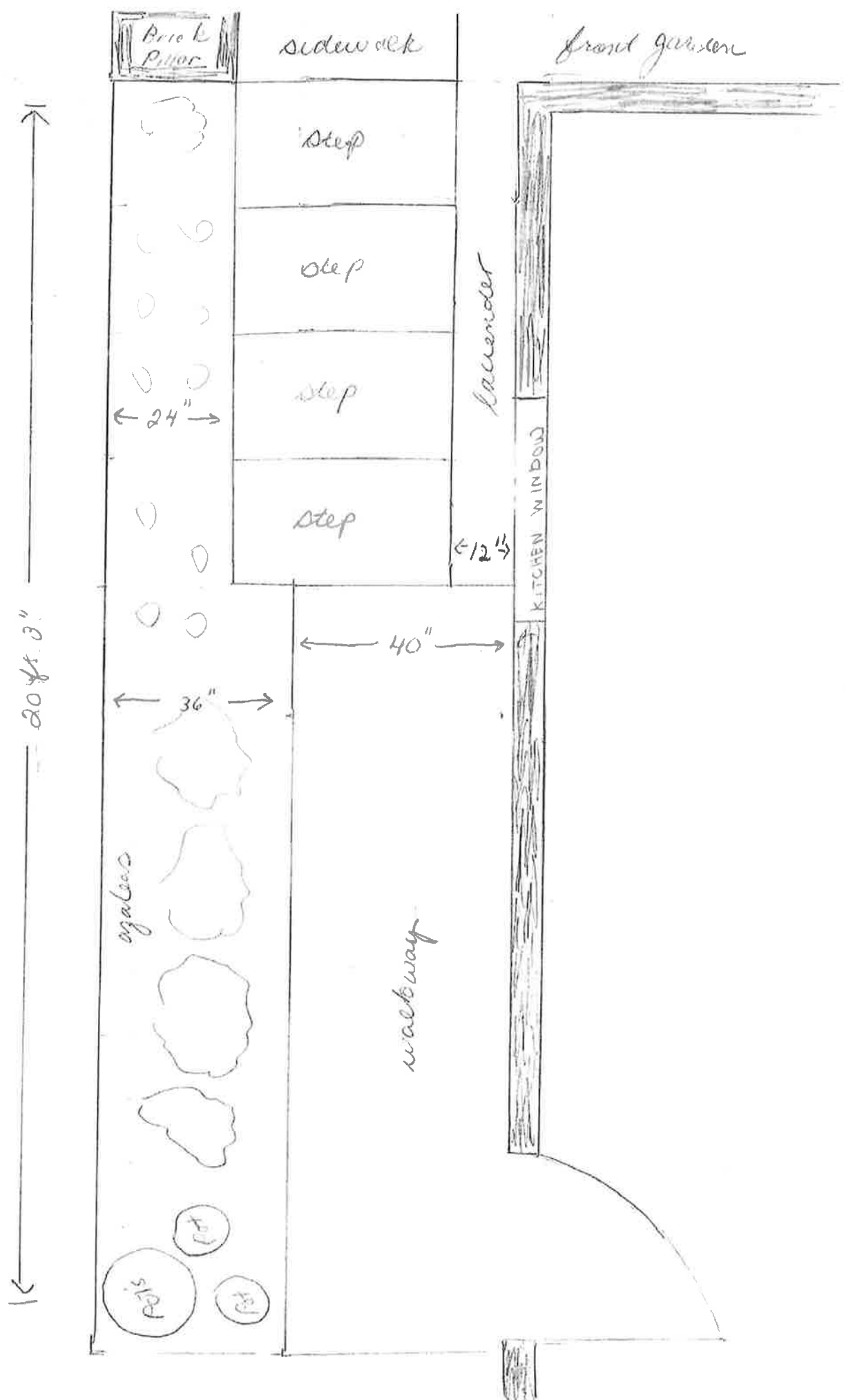
**Phlox (*polmoniacae*)**

**Stella d'Oro daylilies (*Hemerocallis Stella D'Oro*)**

**Yarrow-Red (*Achillea millefolium*)**







Brick Pillor

sidewalk

front garden

step

step

step

step

lawn

KITCHEN WINDOW

← 24" →

← 12 1/2" →

← 40" →

← 36" →

walkway

← 20 ft 3" →

lawn

step

step

step

## Preliminary Inspection for Covenants Applications

Unit Owner James Konkel

Building # and Unit Address 826 - 3101 Martha Custis Drive

Proposed Change Seeking approval for existing garden

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### Inspection Information

Date of Inspection 12-6-19

Performed by

Aionza Alexander

Is the proposed change already in place?

☒ Yes

☐ No

☐ Partially

Inspectors Comments

No issues

Is a follow-up inspection needed after installation? Yes

☒ No

If yes please explain

Follow-up inspection

results



## SPECIFICATIONS AND REQUIREMENTS OF UNIT OWNERS PLANTING FLOWERS ON COMMON ELEMENTS PRIOR TO APPROVAL BY THE COVENANTS COMMITTEE

Please be aware that you may plant within ten (10) feet of any wall of your unit prior to approval from the Covenants Committee providing that:

1. The ten feet limit does not cross a sidewalk;
2. The plants should be no more than 5 feet tall at maturity;
3. The plants do not block the view from any window.

Residents must submit Covenants Application for Non-Routine Changes describing the plants or garden and their exact location within thirty (30) days of planting. The application includes a liability and care section and must be signed by all Unit Owners.

Prior to any installation of raised flowerbeds against unit walls, the brick of the unit must first be treated with two (2) applications of foundation coating to seal the brick from moisture, and a moisture barrier of 6 mil. plastic placed between the brick and soil backfill. This procedure will alleviate the possibility of waterlogged soil against the brick causing any moisture seepage to interior plaster.

Residents must check with "Miss Utility" (Dial 811 or 1-800-552-7001) before digging. (At Parkfairfax there is a proliferation of underground gas, water, and electrical wires that make digging in any location very risky. The Covenants Committee and the Association assume no liability for injury related to digging on the property.)

Please be aware that if the plants do not meet the standards set forth in Administrative Resolution Number 2, the Covenants Committee has the right to require that the plants be removed or relocated.

- e. Items 3.b through 3.e of the section entitled "Plantings in Limited Common Element Area" also apply to this section.
3. Plantings in Limited Common Element Patio Area.
- a. Residents may plant flowers, shrubs, and ornamental trees on the limited common element patio areas up to twenty feet (20') out from the back door of the unit prior to approval by the Covenants Committee. Flowers which are annuals and which are planted on the common, limited common, or reserve common elements do not require Covenants Committee approval.
  - b. Prior to any installation of raised flower beds against unit walls, the brick of the unit must first be treated with 2 applications of foundation coating to seal the brick from moisture, and a moisture barrier of 6 mil. plastic placed between the brick and soil backfill. This procedure will alleviate the possibility of water logged soil against the brick causing any moisture seepage to the interior plaster.
  - c. If access to the area is unreasonably restricted for maintenance personnel or equipment by the unit owner's landscaping and planting, the Association shall not be held responsible for grounds maintenance. Failure to properly maintain such landscaping and planting may constitute a violation of this resolution and the Association may, with notice, enter the area to carry out necessary maintenance, including removal of plant material. Notice may be waived in emergency situations. All expenses incurred as a result of this maintenance shall be assessed to the unit owner.
  - d. In the event the Association requires access to a building which is bordered by a unit owner's garden, the Association will attempt to preserve the garden as much as practical. However, the Association will not be responsible for any damage that may result to a unit owner's garden from the Association's inability to access the building.
4. Plantings Within 10 Feet of the Front or Side Walls of Unit.
- a. Residents may plant flowers, shrubs, and ornamental trees on the common element within ten feet (10') from the front or side wall of their unit prior to approval by the Covenants Committee, providing that the ten foot (10') limit does not cross any sidewalk. The resident must apply for approval of such plantings within 30 days of installation. Flowers which are annuals and which are planted on the common, limited common, or reserve common elements do not require Covenants Committee approval.

The application must include the liability and care responsibility sections of the current Covenants Application for Non-Routine Change and must be signed by all unit owners of record. The Association may inspect the plantings and if it is determined that the plantings are inappropriate, inconsistent with the aesthetics or conditions of the area or otherwise do not meet the standards set forth in this resolution, the Covenants Committee may require that the plants be removed or