

Covenants Appeal Request Resolution Worksheet

Date: May 20, 2020

Suggested Motion:

"I move to approve to schedule a hearing on _____ in relation to the Covenants Committee's decision to deny the extension of an existing stack stone wall.

2nd:

Summary:

On May 12, 2020 the Covenants Committee denied the extension of an existing stack stone wall as they were uncertain if the wall was decorative and decided the decision should be made by the Board of Directors.

Vote:

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

Parkfairfax Condominium

A Historic District

UNIT OWNERS ASSOCIATION

3360 GUNSTON ROAD • ALEXANDRIA, VIRGINIA 22302-2198

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

Non-Routine Change Application

May 15, 2020

Cedric Babineaux
Veronica Babineaux
1738 Preston Road
Alexandria, VA 22302

Re: 819 - 1738 Preston Road

Dear Mr. and Mrs. Babineaux,

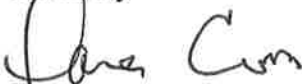
I regret to inform you that the Covenants Committee of the Parkfairfax Condominium UOA has denied your application for the following reason(s):

- The decision should be made by the Board of Directors.

You are welcome to submit an amended application or to appeal this decision by writing a letter to the Board of Directors within 10 days of receipt of this letter. 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

Enclosure



COVENANTS APPLICATION FOR NON-ROUTINE CHANGES

Date: 4/27/2008 Unit Owner(s): Veronica & Cedric Babineaux Phone#: _____
Building # 319 Unit Address: 1738 Preston Rd. Model: Van Buren
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:

- 1) _____ Brick Patio
- 2) _____ Flagstone Patio
- 3) _____ Alteration to A/C Sleeve
- 4) _____ Wooden Deck
- 5) _____ Plantings
- 6) _____ Garden
- 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: extend dry stack wall which already exists.

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: 4/27/2020

Unit Owner:

Veronica Babineaux
Veronica Babineaux

Date: 4/27/2020

Unit Owner:

Cedric Babineaux
Cedric Babineaux

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: _____

Date:

5/12/2020

Signature:

Fina Cuss
Covenants Committee Chair

Asst. GM.

INDEMNIFICATION AGREEMENT AND COVENANT

THIS INDEMNIFICATION AND COVENANT AGREEMENT is made this 27th day of April, 2020, by and between Cedric Babineaux & Veronica Babineaux ("OWNER"), and the PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION, ("ASSOCIATION").

WITNESSETH: WHEREAS, Owner is the Unit Owner of condominium Unit No. 819 in Parkfairfax Condominium located at (address) 1738 Preston Rd. 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:

1. Installation, alteration or removal of patio, garden & dry stack wall (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:

Cedric Babineaux Cedric Babineaux

Veronica Babineaux Veronica Babineaux

STATE OF VIRGINIA)

CITY OF ALEXANDRIA)

I, the undersigned, a Notary Public in and for the State and City aforesaid, do hereby certify that Cedric Babineaux, whose names are signed to the foregoing instrument bearing date on the 27 day of April, 2020, have acknowledged the same before me in the aforesaid jurisdiction to be their act and deed.

GIVEN under my hand and seal this 27 day of April 2020.


seal)
NOTARY PUBLIC

Antoinette Caroline Verta

My commission expires:

07/31/2024

City/County of Arlington
Commonwealth of Virginia
I certify this to be a complete, exact and true
copy of the original document. Certified this

27 day of April, 2020

 Notary Public

Reg. # 7861072 Com. Exp. 07/31/2024



Existing Plants (Azaleas & Hostas)

Perennials (Astilbe, corn bells, or Hosta)

Rhododendron
mulch around plants

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Patio Project: 1738 Preston Rd

Owners: Veronica & Cedric Babineaux

Cell phone #:

Email:

Details based on drawing and any added info not on the drawing:

Estimated date of completion: June 1st, 2020

SLOPE: 2% grade away from the building. (See the other diagram specific to the slope)

ALUMINUM EDGE: It is pliable and very thin. Four inches long. We will submerge it so it is level with the surface of the stone. It is secured with aluminum nails on the outer side. Used for the garden bed that is closest to the building by the windows.

STONE DUST: Standard base. Once we spread the dust (about 2 inches thick) over the soil surface, we tamp it down for extra firmness.

FLAGSTONE: Pennsylvania cut. Is 1-inch thick. Geometric shapes. We use 24 inch by 24 inch...24 inch by 12 inch and 24 inch by 30 inch. We stagger the seams for aesthetics. The small (1/4-inch) gap between the flagstones are filled when we sweep in stone dust atop the patio when it is completely laid. The top surface is etched, not smooth like glass. It has a natural look (it comes from a quarry) and is NOT man made.

PLANTINGS: We dig the hole and add soil conditioner (which is a soft loam for root generation and growth). We mulch this area after planting. The idea is to match/extend the existing planting beds on both sides. Plant selections: Rhododendrons and perennials (hosta, Coral bella, or astilbes) because they are evergreen and like some shade (which we have with all those trees).

* DRY-STACK WALL: We will purchase the fieldstone (rounded edges) to match the existing wall. It will be in an arc shape but NOT continuous (since the Aucuba shrub will sit in the middle of that arc shape).

MISS UTILITY: called them and they came to inspect. Gas and water are NOT in conflict. Blue dashed on diagram mark where Verizon and Dominion made markings.

Note: Mark Miller came to our property in July 2019 to inspect the area and he confirmed that the dry stack wall already in existence was still part of our property and that we are entitled to all the space from our building up until that wall since the woods behind it is not able to be touched. People over the years have walked through our patio property and have made an unofficial pathway. We have spoken with our neighbors and we have agreed to block that "pathway" since we want to have a patio that is well within the land we are entitled. This was also approved and suggested by Mark Miller when he came in July. We are using the Rhododendron plants with perennials to block this path way and to make it continuous with the garden beds that already exist.

Preliminary Inspection for Covenants Applications

Unit Owner Cedric + Veronica Babineaux

Building # and Unit Address 819 - 1738 Preston Road

Proposed Change Extend existing stack stone wall

Inspection Information

Date of Inspection May 8, 2020 Performed by Alonso Alonzo

Is the proposed change already in place? Yes ☒ No ☐ Partially

Inspectors Comments No conflict, waiting on approval
of stack stone wall

Is a follow-up inspection needed after installation? ☒ Yes ☐ No

If yes please explain Final Inspection

Follow-up inspection

results _____