

**Resolution Worksheet**  
**Non-Routine Change Application-3757 Gunston Road**  
**Handicapped Parking Space**

Date: October 20, 2021

**Suggested Motion:**

“I move to approve the Non-Routine Change application submitted by the owners at 3757 Gunston Road requesting the installation of a handicapped parking space.

2<sup>nd</sup>:

**Summary:**

According to the Parking Policy, the Covenants Committee shall issue a recommendation on each handicapped parking request to the Board of Directors who is the only authority able to grant such request.

**Vote:**

	In Favor	Opposed	Abstained	Absent
Scott Buchanan				
James Konkel				
Dave Bush				
Jeff Lisanick				
Robin Woods				
Peggy Clancy				
Claire Eberwein				
Peter Ferrell				
Hector Mares				

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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 Approval

October 14, 2021

Deborah Odachowski  
Joseph Odachowski  
543-3757 Gunston Road  
Alexandria, VA 22302

Re: 543-3757 Gunston Road - Application for Non-Routine Change

Dear Mr. and Mrs. Odachowski,

This letter is to inform you that your application requesting a handicapped parking space has been reviewed by the Covenants Committee and will be forwarded to the Board of Directors for final review.

Enclosed you will find a copy of the original application. Please file this letter and your copy of the application away with your permanent papers. The original application will be kept on file at Parkfairfax for future reference.

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

Sincerely,



Bryan Hudzina  
Covenants Director  
bhudzina@parkfairfax.info

Enclosure

Cc: Unit file

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# Parkfairfax Condominium

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### NON-ROUTINE CHANGE APPLICATION CHECKLIST

**In order to process your application in the timeliest manner,**

**PLEASE MAKE SURE THE FOLLOWING INFORMATION IS INCLUDED WITH YOUR APPLICATION:**

\_\_\_\_\_ DIAGRAM WITH SPECIFIC DIMENSIONS OF CHANGES

\_\_\_\_\_ CONTRACTOR INFORMATION (Name, copy of license and insurance.)

\_\_\_\_\_ CITY PERMITS IF REQUIRED (SEE PAGE THREE)

\_\_\_\_\_ IF PLANTING, PLEASE INCLUDE NAMES OF PLANTS TO BE PLANTED EITHER ON THE DIAGRAM OR ON A SEPARATE SHEET WITH SPECIFIC LOCATIONS FOR EACH. \*IF PLANTINGS ARE IN THE FRONT OF THE BUILDING, A SURVEY OF YOUR NEIGHBORS MUST BE INCLUDED WITH THE APPLICATION.

\_\_\_\_\_ IF INSTALLING A CENTRAL SYSTEM PACKAGED SPLIT SYSTEM ELECTRIC HEAT PUMP, THE CONTRACTOR MUST MEET WITH AN ASSOCIATION MEMBER TO DETERMINE LOCATION OF COMPRESSOR. ALSO PLEASE INCLUDE A MASONRY CONTRACT. IF A PRE-APPROVED BRICK MASON IS NOT USED, THEN SAID MASON MUST PROVIDE FIVE REFERENCES WITH PHOTOS WHERE THE MASONRY CONSTRUCTION IS SIMILAR TO PARKFAIRFAX. THIS CONTRACTOR MUST BE APPROVED BY THE ASSOCIATION BEFORE WORK CAN BE PERFORMED.

\_\_\_\_\_ NOTARIZED INDEMNIFICATION AGREEMENT (must accompany ALL applications)

**Including these items with the application will help to avoid delays in the approval of your application.**

### REMINDER

**Completed applications must be received by the management office 10 business days prior to the scheduled Covenants Committee Meeting to be placed on that meeting's agenda. Please feel free to contact the Association Office if you have any questions at (703) 998-6315.**

**COVENANTS APPLICATION FOR NON-ROUTINE CHANGES**

Joseph M. Odachowski

Date: 9-28-21 Unit Owner(s): Deborah L. Odachowski Phone#: [REDACTED]  
 Building # 543 Unit Address: 3157 Gunston Rd Model: Lincoln  
 OWNERS ADDRESS (if different from above): N/A

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

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

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

Install or Replace:

- |                                         |                                                    |
|-----------------------------------------|----------------------------------------------------|
| 1) <input type="checkbox"/>             | Brick Patio                                        |
| 2) <input type="checkbox"/>             | Flagstone Patio                                    |
| 3) <input type="checkbox"/>             | Alteration to A/C Sleeve                           |
| 4) <input type="checkbox"/>             | Wooden Deck                                        |
| 5) <input type="checkbox"/>             | Plantings                                          |
| 6) <input type="checkbox"/>             | Garden                                             |
| 7) <input type="checkbox"/>             | Landscaping                                        |
| 8) <input type="checkbox"/>             | Gate                                               |
| 9) <input type="checkbox"/>             | Arbor                                              |
| 10) <input type="checkbox"/>            | Trellis                                            |
| 11) <input type="checkbox"/>            | Resident Installed Walkways                        |
| 12) <input type="checkbox"/>            | HVAC/Central System Package                        |
| 13) <input type="checkbox"/>            | Brick Modifications                                |
| 14) <input type="checkbox"/>            | Subdivision of Units                               |
| 15) <input type="checkbox"/>            | Combine two units into one                         |
| 16) <input checked="" type="checkbox"/> | Other: <u>Handicapped parking Sign &amp; space</u> |

**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.

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:

Joseph M. Odachowski  
Deborah L. Odachowski

STATE OF VIRGINIA)

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)

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: 9-29-01

Unit Owner: 

Date: 9-28-01

Unit Owner: 

=====

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: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Covenants Committee Chair

**INDEMNIFICATION AGREEMENT AND COVENANT**

THIS INDEMNIFICATION AND COVENANT AGREEMENT is made this  
day of \_\_\_\_\_, 2021, by and between

Joseph M. and Deborah L. Odachewski ("OWNER"), and the PARKFAIRFAX  
CONDOMINIUM UNIT OWNERS ASSOCIATION, ("ASSOCIATION").

WITNESSETH: WHEREAS, Owner is the Unit Owner of condominium  
Unit No. 543 in Parkfairfax Condominium located at (address)

3757 Gunston 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 Handicapped parking sign + space  
(specify) must be in accordance with any and all Guide  
Specifications and Exhibits approved by the Board of  
Directors.

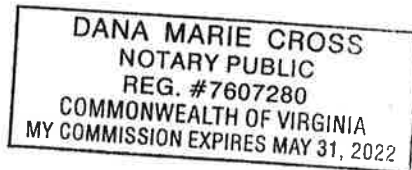
2. Owner undertakes, of himself and his heirs, successors and  
assigns, to indemnify and hold harmless the Association and  
any Unit Owner from and against any loss or damage which the  
Association or any Unit Owner may suffer as a consequence of  
such improvements and alterations; including without  
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.



CITY OF ALEXANDRIA)

I, the undersigned, a Notary Public in and for the State and City aforesaid, do hereby certify that Deborah + Joseph Odachowski whose names are signed to the foregoing instrument bearing date on the 1 day of October, 2021, have acknowledged the same before me in the aforesaid jurisdiction to be their act and deed.

GIVEN under my hand and seal this 1 day of Oct 2021.



Dana Cross seal)  
NOTARY PUBLIC

My commission expires:

May 31, 2022







3757 Gunston Rd  
Alexandria, VA 22302  
September 30, 2021

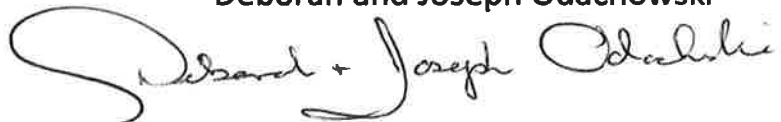
Covenants Committee  
Parkfairfax Condominium  
Alexandria, VA

Dear Committee Members,

I am writing to you to get your assistance in getting a Handicapped Parking Space for my husband, near our unit 543, at the corner of Gunston Rd and Lyons Lane. There was a handicapped parking space on Lyons Lane but has been removed as the woman who asked for it has passed on this year. When my husband had his stroke 4 years ago Parkfairfax was very helpful with putting in hand railings to help my husband have easier access to our unit. We are lucky that we are in a Lincoln unit where everything is on one floor but there are 2 staircases to get to the unit. We have a lovely garden unit and do not want to leave but I have to plan for the future. In bad weather I like to park closer to the unit to help him so he doesn't fall. Parkfairfax had offered to put in a parking space when he first had the stroke but I was sure he would recover 100%. That has not been the case. He gets around well but in the past few months I have noticed his physical limitations showing more. As I am his driver, I would be the primary user of the space. I have enclosed the parking information from the DMV and his parking placard. I have also enclosed two letters from neighbors in favor of such a parking space. There has also been a letter submitted to the committee from Dave Bush, our upstairs neighbor, who is also in favor of this space. Thank you for your assistance with this matter. Please let me know if any more information is needed.

Sincerely

Deborah and Joseph Odachowski

A handwritten signature in black ink, appearing to read "Deborah + Joseph Odachowski". The signature is fluid and cursive, with the names joined together.

3712 Lyons Lane  
Alexandria, VA 22302  
September 25, 2021

Mr. Eric Keber  
Chair  
Parkfairfax Covenants Committee

Dear Mr. Keber,

This letter is in support of Mr. Joe Odachowski's request that a handicapped parking sign be installed in a suitable location per his preference near his home at 3757 Gunston Road. He suffered a debilitating stroke 4 years ago.

Parking has not heretofore been a major problem thanks to an existing unused handicapped parking spot at 3737 Lyons Lane. That sign was recently removed because the person originally requiring it died.

I support Joe's request. Thank you for your consideration.

Respectfully,

A handwritten signature in dark ink, appearing to read "John Reibling". The signature is fluid and cursive, with the first name "John" and last name "Reibling" clearly distinguishable.

John Reibling

Joseph M. Odachowski

Vehicle Information as of 09/21/2021 at 3:41:49 PM

<b>Make</b>	MAZDA
<b>Year</b>	2015
<b>Vehicle Identification Number (VIN)</b>	[REDACTED]
<b>Plate Number</b>	[REDACTED]
<b>Plate Type</b>	HANDICAPPED
<b>Registration Expiration</b>	10/31/23
<b>Title Number</b>	[REDACTED]
<b>Emissions Inspection Expiration</b>	09/30/23
<b>Garage Jurisdiction*</b>	ALEXANDRIA
<b>Registration Mailing Address</b>	3757 GUNSTON RD ALEXANDRIA, VIRGINIA 22302-2042

\*The city, county, or town where your vehicle is physically located most of the year is called the garage jurisdiction. The garage jurisdiction determines where the personal property tax may be assessed on the vehicle. If you change the garage jurisdiction online, be sure to notify the Commissioner of the Revenue or Director of Finance in both localities.

**Related Links**

[Change Address](#)

[Registration Card Replacement](#)

[Record Request](#)

[Report a Vehicle Sold or Traded](#)

[Emissions Information](#)

Select Another Vehicle

Record At-a-glance Main Menu

Home

Logoff

Joseph M. Odachowski

IMPORTANT: REMOVE BEFORE  
DRIVING VEHICLE



P01566834

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Virginia  
Permanent  
Disabled Parking  
Placard



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EXPIRES

31 August 2023

**MISUSE, COUNTERFEITING OR ALTERATION**  
of disabled placards may result in fines of up to \$1000, up to six  
months in jail and/or revocation of disabled parking privileges.  
Report expired placards, suspected misuse or alteration by calling:  
**(804) 367-6602**

Susan S Blair  
3710 Lyons Lane  
Alexandria, VA 22302  
571-243-5842 (cell)

Parkfairfax Covenants Committee  
Eric Keber, Committee Chair

Dear Covenants Committee:

I fully back Joe Odachowski's request for a handicap parking sign/space on Lyons Lane.

Thank you very much for approving this request and getting the designated sign installed for Joe's safety.

Sincerely:

Susan S Blair