
Parkfairfax Condominium

UNIT OWNERS ASSOCIATION

3360 GUNSTON ROAD • ALEXANDRIA, VIRGINIA 22302-2198

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

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

APPLICATION PROCESS

The application process entails internal review by the office staff, distribution to the Covenants Committee for consideration as part of a pre-meeting package, and formal Committee action at a monthly meeting following receipt of your application. Parkfairfax has developed specifications for most non-routine changes. These can be obtained from the Association Office.

You do not have to appear at the Covenants Committee meeting at which your application is voted on, but your presence may make it possible to resolve questions that arise. The Covenants Committee can approve, defer, or reject the application. If approval entails stipulations or conditions, they will be noted on the copy that is returned to you. Denied applications can be appealed to the Board of Directors.

Prior to Covenants Committee consideration, the Covenants Director may contact applicants by telephone to resolve minor questions. After Committee consideration, a copy of the application and record of action on it will be sent to the unit owner's Parkfairfax address via first-class Mail unless the applicant specifies a different mailing address or makes other arrangements.

PROCEDURES, PERMITS, AND LIABILITY CLAUSES

When physical changes or improvements to your unit are involved, condominium ownership imposes some of the same responsibilities that apply to single family homes (such as city permits) and, in many instances, additional restrictions that are in the interest of the condominium as a whole. The following provisions address these considerations.

1. Alterations to land or buildings made in accordance with Parkfairfax specifications, guidelines and procedures must not violate any of the governing documents nor any of the provisions or building and zoning codes of the City of Alexandria, to which the property is subject. Further, nothing contained herein will be construed as a waiver or modification of any restriction.
2. All proposed improvements must meet local building and zoning codes. Applications for local building permits are your responsibility.

Your signature indicates these standards have been met to the best of your knowledge and that you have been given an opportunity to read the applicable provisions of the Condominium Act; the Condominium Instruments; and Administrative Resolution Number Two regarding property changes.

The following changes which require approval from the Covenants Committee also require a permit from the City of Alexandria:

Change	Permit Required
Wooden Deck	Building
HVAC/ Split System /Heat Pumps	Building, Electrical & Mechanical

All applications that have work being done by a contractor must have a copy of the contractors' license and certificate of insurance.

An Indemnification Agreement must be filed with all applications, and must be signed and notarized.

COVENANTS APPLICATION FOR NON-ROUTINE CHANGES

Date: _____ Unit Owner(s): _____ Phone#: _____
Building # _____ Unit Address: _____ Model: _____
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: _____

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.

INDEMNIFICATION AGREEMENT AND COVENANT

THIS INDEMNIFICATION AND COVENANT AGREEMENT is made this _____ day of _____, 20____, by and between _____ ("OWNER"), and the **PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION, ("ASSOCIATION")**.

WITNESSETH: WHEREAS, Owner is the Unit Owner of condominium Unit No. _____ in Parkfairfax Condominium located at (address) _____ 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 _____ (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 _____, whose names are signed to the foregoing instrument bearing date on the _____ day of _____, 20_____, have acknowledged the same before me in the aforesaid jurisdiction to be their act and deed.

GIVEN under my hand and seal this ____ day of _____ 20____.

_____) seal)
NOTARY PUBLIC

My commission expires:
