

PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION

3360 Gunston Road Alexandria, Virginia 22302-2198

Telephone (703) 998-8764; FAX

NON-ROUTINE CHANGE APPLICATION CHECKLIST LIMITED COMMON ELEMENT REAR PATIO/DECK

In order to process your application in a timely manner, please be sure **all** of the following information is submitted to the Covenants Director:

- ✓ Completed and signed non-routine change application attached to this information packet for construction of a Limited Common Element rear patio and/or deck.
- ✓ All required drawings, pictures, and descriptions of materials.
- ✓ If using a contractor for any of the work, please provide a copy of their license, and proof of insurance.
- ✓ Signed and notarized indemnification agreement.
- ✓ Installation of any landscaping and/or lighting on the Limited Common Element as part of the patio or deck project requires a separate application(s).

Including these items with the application will help to avoid delays in the approval of your application. Please feel free to contact the Association Office if you have any questions at (703) 998-6315.

NOTES:

- ✓ The attached specifications apply **only** to those units with a Limited Common Element appurtenant (i.e., belonging) to the rear of the unit. The unit must be ground level and have a rear access door that is a second door separate and in addition to the main front entrance door to the unit. If you have any questions, please contact the Association Office before beginning the application process.
- ✓ Please note the non-routine change application must be considered and approved by the Covenants Committee. The Committee meets once a month on the second Tuesday. All applications and materials must be submitted to and received by the Association office at least 10 days prior to the scheduled Covenants Committee meeting in order to be placed on that meeting's agenda.
- ✓ It is highly recommended that the applicant attends the Covenants Committee meeting to answer any questions that may delay approval of or lead to the rejection of the application.

- ✓ Construction of the patio and/or deck may begin once the Unit Owner receives written approval from the Association. The Association has the right to stop any construction prior to approval.
- ✓ The Unit Owner is solely responsible for all maintenance and repair of the patio and/or deck during and after installation.
- ✓ If the Association requires removal, in whole or in part, of a patio and/or deck in order to perform routine or emergency maintenance, the Unit Owner is responsible for the replacement and/or repair of the patio and/or deck; the Association is not responsible. The Association will make every good faith effort to inform the Unit Owner prior to commencement of such work; however, the failure of the Association to notify the Unit Owner does not in any way cause the Association to be liable for any damage to or replacement of the impacted patio and/or deck.

PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION

3360 Gunston Road Alexandria, Virginia 22302-2198

Telephone (703) 998-8764; FAX

LIMITED COMMON ELEMENT REAR PATIO & DECK SPECIFICATIONS

GENERAL INSTRUCTIONS

These specifications apply **only** to ground level units with a Limited Common Element area appurtenant (i.e., belonging) to the rear of the unit and with a rear door that is in addition to the front main entrance door.

Patios and/or decks shall only be installed within the boundaries of the Limited Common Element belonging to the rear of the unit applying for installation approval. The boundary of the Limited Common Element is twenty feet (20') out from the unit's rear building wall and runs the length of the unit.

Unit Owners must submit a completed Application for Non-Routine Change to the Association and must receive written approval prior to the start of any construction. As part of the application approval process, the Covenants Committee may request that Parkfairfax staff inspect the construction site and make recommendations as to the viability of the proposed construction plans. Upon receiving written approval from the Association, the Unit Owner is allowed up to six months from the date of the written approval to begin construction.

The Association has the right to stop any construction that occurs prior to approval.

All applications and materials must be submitted to and received by the Association office at least 10 business days prior to the next scheduled Covenants Committee meeting in order to be placed on that meeting's agenda.

It is strongly recommended that the Unit Owner attend the Covenants Committee meeting to answer any questions regarding the application which may arise; unanswered questions may delay the approval or lead to the rejection of an application.

APPLICATION PROCESS

The Application for Non-Routine Change must include the following information in order to be considered complete:

1. Drawings containing accurate dimensions, including width, length, height above grade and placement of the patio or deck within the appurtenant rear Limited Common Element.
2. The Unit Owner is required to contact Virginia 811 (commonly referred to as Miss Utility) to locate any utilities in their proposed construction plans. Any identified utilities must be shown on the application drawings.
3. Drawings shall include all proposed grading. Patios and decks are required to slope away from the building a minimum of 2% (1/4" per foot) to ensure rainfall run-off is properly directed away from the building foundation.
4. Drawings shall include all existing and proposed drainage structures and pipes including connections to existing drainage pipes or structures. The Unit Owner shall request Parkfairfax staff provide drawings delineating the existing Parkfairfax drainage pipes and structures, including sanitary pipes and structures. At the Unit Owner's expense, the Association may require the Unit Owner to connect proposed drainage structures to an existing Parkfairfax drainage system(s).
5. If installing a patio, drawings shall include the location and type of all proposed patio surface materials. A combination of patio surface materials is acceptable, but limited to the conditions outlined in the following section. A typical architectural section shall be included showing the depth/thickness of patio base material and joint filler material.
6. If installing a deck, drawings shall indicate the location, and type of all proposed decking, the height of the deck above grade, structural support/framing and footing details, as applicable.
7. Drawings shall include the location, materials, height and foundation for retaining walls associated with the installation of the patio or deck.
8. Application shall include the estimated date of construction completion.

CONSTRUCTION

Patios

1. The finished patio surface elevation must be on existing grade and have a minimum 2% (1/4" per foot) grade away from the building to direct rainfall runoff away from the building foundation (See attached photo).

If the existing grade is less than 4 inches below the top of the concrete curb/threshold, a trough drain may be installed between the edge of the patio and the building's curb/threshold in order to help direct rain runoff away from the building foundation. The drain must be shown on the drawings and the Association may require it to be attached, at the unit owner's expense, to an existing drainage system. See attached photos in Appendix for an example of a trough drain.

2. The finished patio surface elevation must be below and around any existing semi-circular crawl space metal access hatches. The finished patio shall not prevent access by Association staff to the crawl space hatch.
3. Brick, stone, or concrete pavers may be used as surface finish materials. Colors to be earth toned or naturalized rock-like. Any combination of these materials is acceptable.
4. If the patio material abuts the building exterior, a brick sealant or moisture barrier shall be applied for the full depth of the patio including the gravel base.
5. Brick, stone, concrete pavers, steel edging, vinyl paver edging may be used as a border to contain the patio brick, stone, or concrete pavers and gravel base.

If using brick, stone, or concrete pavers as the edging (a soldier course), you may set the material in concrete or cement so long as the edge does not exceed eight inches (8") in width and the mortar bed of concrete or cement is no more than three inches (3") in depth. See attached photos in Appendix for an example of a soldier course.

6. Patio bases must be comprised of a minimum of four inches (4") in depth of compacted gravel and at least a one-inch (1") layer of stone dust or leveling sand. **The use of concrete or cement as a base is strictly prohibited.**
7. Patio joints must be porous and shall be either sand, stone dust, crushed gravel, or polymeric sand. **The use of cement or concrete for joints, with the exception of a soldier course for edging as described in #5 above, is strictly prohibited.**

Decks

1. Decks are to be constructed as low to the ground as possible, based on existing slopes and grades.
2. The finished deck surface elevation must be below and around any existing semi-circular crawl space metal access hatch. The finished deck shall not prevent access by Association staff to the crawlspace access hatch.
3. If required, footings for decks shall conform to all applicable City of Alexandria building codes and shall not interfere with existing underground utilities, drainage pipes, or drains.
4. Decks and deck framing materials shall be constructed of rot resistant material, including but not limited to: pressure treated lumber, IPE, Bamboo, or composite. Railroad ties are not permitted. Wood may be treated with wood toned stains or sealants. Composite decking materials shall be wood toned colors only.
5. Decking materials shall be attached using screws only; nailing of decking materials is not allowed.
6. Installation of deck railings is only permitted adjacent to a twenty-four inch (24") drop as required by Alexandria City Building Code. No other permanently built-in wood or composite structures or items are permitted on the deck.
7. At the time of construction, including after receiving written approval from the Association, the Unit Owner is responsible for obtaining all permits and approvals required by code and law related to the assembly of decks, including those not listed in these Sections.

Retaining Walls and Footings Necessitated By Sloped Sites

1. Retaining walls and footings shall be designed and sealed by either a registered and certified engineer, architect, or landscape architect who, along with the Unit Owner, is fully responsible for the performance of the system designed. Sealed drawings and specifications shall be included in the application. Approval of the application by the Covenants Committee or the Association does not render Parkfairfax responsible or liable, in any manner, for defects or failures in the completed work.
2. Retaining walls and footings shall not exceed three feet (3') in height.

3. Retaining walls may be a mix of materials including pressure treated lumber, brick, stone, split faced concrete units, or precast concrete blocks. Colors shall be earth toned or naturalized rock-like blends. No concrete-colored materials are acceptable for exposed, above grade surfaces. Slate or bluestone may be used as a capstone for the wall.

Retaining Walls for Patios or Decks Necessitated for Flood Proofing

1. Units on the Permanent Flood Watch List may require specially designed construction for flood mitigation, including retaining walls, drainage swales, drains, or other features. Those Unit Owners shall work directly with Management to coordinate approval of design and construction features and shall not be required to go through the Covenants process.

End Unit Patios with Connecting Walkways to Community Access Hose Bibs

1. As part of the patio application, only walking paths connecting an end unit rear limited common element patio and a community hose bib located on the side of the building to which the patio is connected are allowed. The walkway must meet the requirements of *Walkway Specifications*.

Post Construction Site Cleanup

1. The Unit Owner is responsible for ensuring that all construction debris generated by the Limited Common Element patio and/or deck installation, including any excavated soil, is safely removed and properly disposed of within 24 hours upon completion of the project.
2. The Unit Owner and any assigned contractors shall coordinate the proper disposal of all hard material. The Parkfairfax maintenance yard shall not be used under any circumstances for the disposal of hard construction material; only organic materials, such as soil and plant material, may be disposed of in the maintenance yard. No construction materials, soil, or plant materials are allowed to be dumped on the Common Element including the surrounding woodlands.
3. The Association may remove any construction debris left upon the Common Element any time after 24 hours have elapsed from the project's completion. The Association may also remove, upon written notice to the Unit Owner after 24 hours have elapsed from the project's completion, any construction debris left upon the Limited Common Element which staff believes presents a reasonable hazard to staff, the community, or the

unit building itself. Any removal of construction debris by Association staff shall be done at the Unit Owner's expense, with penalty.

4. The Association shall not be held liable for personal injury resulting from the removal and disposal of any construction debris.

UNIT OWNER RESPONSIBILITIES AND LIABILITIES

The Unit Owner is solely responsible for the maintenance and repair of the patio and/or deck during and after installation. Over time patios and/or decks may settle, shift, and/or heave causing the required 2% (1/4" per foot) grade away from the building to deteriorate. The Unit Owner is encouraged to check the grade of their patio and/or deck annually to ensure the grade has not deteriorated and water is still properly draining away from the building's foundation.

The Unit Owner is responsible for all damage that may occur to other units or to the Common or Limited Common Element area due to the construction project. This includes, but is not limited to, any damage to the unit building or its interiors or interior contents, plantings, soils, landscaping, and/or other Limited Common Element and Common Element features, due to water or moisture. Careful attention must be paid to ground contours and proper grading. Patios and decks must slope away from the building.

If the Association requires removal, in whole or in part, of a patio and/or deck in order to perform routine or emergency maintenance, the Unit Owner is responsible for the replacement and/or repair of the patio and/or deck; the Association is not responsible. The Association will make every good faith effort to inform the unit owner prior to commencement of such routine maintenance work; however, the failure of the Association to notify the Unit Owner does not in any way cause the Association to be liable for any damage to or for repair/replacement of the patio and/or deck.

The Association reserves the right to remove, at any time and at the Unit Owner's expense, any patio and/or deck installation, upgrade, or modification that has not received approval from the Association, that was not installed properly or legally, or was significantly altered from Association-approved plans, or that has become a documented routine maintenance problem or hazard.

APPENDIX





PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION

3360 Gunston Road Alexandria, Virginia 22302-2198

Telephone (703) 998-8764; FAX

Limited Common Element Rear Patio/Deck Installation – Non-Routine Application

GENERAL INFORMATION

Date: _____ Unit Owner(s): _____ Phone: _____

Unit Owner(s): _____ Phone: _____

Building #: _____ Unit Address: _____

Address (if different from above): _____

With my/our initials, I/we affirm the following:

Initial(s)

Picture/diagram(s) are attached showing the information outlined below: _____

For patios the diagram(s) must include location, accurate dimensions, proposed grading, drainage structures and pipes including connections to existing drainage structures and pipes, all proposed surface materials. An typical architectural cross section must be included showing depth/thickness of base material and proposed joint filler material.

For decks the diagram(s) must include the location, accurate dimensions including length and width, type of all proposed decking, the height of the deck above grade, structural support/framing and footing details, as applicable

Please indicate what material will be used for limited common element rear patio/deck: _____

Patios:

Decks:

- _____ Brick
- _____ Concrete Pavers
- _____ Stone

- _____ Pressure treated lumber
- _____ IPE or Bamboo
- _____ Composite
- _____ Other rot resistant material

Please describe the color of the material(s) below and include a photo of the material(s): _____

Please indicate what material will be used for the proposed limited common element rear patio's border (please check all that apply): _____

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Steel edging | <input type="checkbox"/> Concrete pavers |
| <input type="checkbox"/> Vinyl edging | <input type="checkbox"/> Stone |
| <input type="checkbox"/> Brick | |

BY MY/OUR SIGNATURE(S) BELOW, I/WE AFFIRM THE FOLLOWING:

ALL CONSTRUCTION AND INSTALLATION MUST CONFORM TO ALL PARKFAIRFAX RULES AND SPECIFICATIONS AND APPLICABLE CITY OF ALEXANDRIA CODES. APPROVAL OF THE APPLICATION BY THE COVENANTS COMMITTEE DOES NOT RELIEVE THE APPLICANT FROM FULL COMPLIANCE WITH ALL PARKFAIRFAX RULES AND SPECIFICATIONS AND APPLICABLE CITY OF ALEXANDRIA CODES; THE APPLICANT(S) REMAIN RESPONSIBLE FOR THE CORRECTION OF ANY CONSTRUCTION OR INSTALLATION DEVIATIONS INCLUDING AFTER INSTALLATION.

1. I affirm that I am installing/replacing the above items exactly as represented here. I understand that any variation from the above constitutes a violation of the architectural guidelines and automatically voids approval.
2. I understand and agree that no work on this proposed change shall commence without prior written approval of the General Manager.
3. I understand and accept that maintenance and repair of materials and hardware installed by me is my responsibility and that I am obligated for all expenses relating to its maintenance and repair.
4. I understand that I am personally liable for all damages and expenses to my Unit, to other units, and/or the Common Elements resulting from improper installation or operation, failure to properly maintain such materials and hardware or malfunction of any materials and hardware installed by me, my contractors, or others at my direction. This includes any water damage or water infiltration.
5. I will contact the Association (703-998-6315) within ten (10) days after installation to schedule the required inspection when required by the specifications.

6. The Parkfairfax Condominium Association or its agents is not liable for repair/replacement of approved alterations that must be removed or are damaged in order to perform necessary work on the property other than in cases of gross negligence. Whenever possible, the Association Office will inform residents of any impending work that might affect any changes.

_____	_____
Date	Unit Owner
_____	_____
Date	Unit Owner

Action Taken:

_____ Approved	_____ Denied
_____ Deferred	_____ Acknowledged
_____ Preliminary approval, subject to stipulations/conditions listed below	

Stipulations/Conditions:

- _____
- _____
- _____
- _____

Date: _____	Signature: _____
	Covenants Committee Chair

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 _____ 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)
) **ss**
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_____.

NOTARY PUBLIC

My commission expires:

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

PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION:

BY: _____
PRESIDENT

STATE OF VIRGINIA)
) **ss**
CITY OF ALEXANDRIA)

I, the undersigned, a Notary Public in and for the State and City aforesaid, do hereby certify that _____, President of Parkfairfax Condominium Unit Owners Association, whose name is signed to the foregoing instrument bearing date on the _____ day of _____, 20_____, has acknowledged the same before me in the foresaid jurisdiction on behalf of the Association.

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

NOTARY PUBLIC (seal)

My commission expires:
