

Covenants Appeal Request Resolution Worksheet

Date: October 18, 2023

Suggested Motion:

“I move to approve to schedule a hearing on _____ in relation to the Covenants Committee’s decision to deny an existing Landscaping Project application submitted by the unit owner at 3616 Valley Drive Landscaping Project”.

2nd:

Summary:

On September 12, 2023, the Covenants Committee denied an existing landscape project application with the recommendation to the Board of Directors for consideration.

Vote:

	In Favor	Opposed	Abstained	Absent
Scott Buchanan				
Dave Bush				
Peggy Clancy				
Claire Eberwein				
Peter Ferrell				
Marieke Johnson				
Matthew Larson				
Jeff Lisanick				
Amanda Mullan				

Parkfairfax Condominium

A Historic District

UNIT OWNERS ASSOCIATION

3360 GUNSTON ROAD • ALEXANDRIA, VIRGINIA 22302-2198

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

September 15, 2023

Ivan Lopez
3616 Valley Drive
Alexandria, VA 22302

RE: Non-Routine Change Application

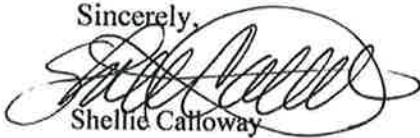
Dear Ivan Lopez:

This letter is to inform you that the Covenants Committee of the Parkfairfax Condominium has denied your application, with recommendation to the Board of Directions for consideration, at the September 12, 2023, Covenants Committee Meeting, for the application to install a landscaping plan.

Please keep this letter and application for your records. A copy will remain on file with Parkfairfax for future reference. We appreciate your time during this process and your efforts to keep Parkfairfax a beautiful community in which to live.

As always, please feel free to contact me with any questions or concerns.

Sincerely,



Shellie Calloway
Covenants Director
ccalloway@parkfairfax.info
703.998.6315

CC: unit file

9/19/2023

To The ParkFairfax Condominium Association Board,

We write to appeal the denial of Ivan Lopez' Non-Routine Change Application from the Covenants Committee Meeting on Tuesday, September 12th. Ivan submitted this application after receiving a violation notice for the installation of planters, garden lighting, garden pebble rocks, a pair of trellises, and a small bistro table set in the front of my entrance. Following the violation notice, General Manager Francisco Foschi visited Ivan's home and he shared that the condo received a complaint about the "project." Mr. Foschi indicated that, given the nature of the work, I needed to submit an application to the board to get it approved. Ivan respectfully apologized and explained to Mr. Foschi that he did not think the project required an application, but he would do so immediately. Mr. Foschi was respectful, understood the position and error, and explained that he would do what he could to help get the garden project approved or at least within compliance.

To fully understand the landscaping project, please note the following:

- The project is in the shared-space between my front entrance (#3616 Valley Drive) and my neighbor, Susan Doyle's, entrance (#3618 Valley Drive). The project was a collaborative effort between us both. Please refer to the attached diagram for a visual.
- The project took approximately 4 weekends to complete and cost approximately \$1,000 between tools, materials, planters, and plants (all of which are annuals and in pots or planters, not in the ground).
- The reason for our project was fourfold:
 1. Curb Appeal: We wanted to install something that was visually appealing, tasteful, and add curb appeal to BOTH of our entrances. Lastly, we installed removable pavers on the dirt so we could place a garden bistro set overtop and enjoy some outside seating and share a cup of coffee together in the morning.
 2. Natural Lighting Inside: Previously, there was an excessive amount of overgrown Heavenly Bamboo that was growing above my front window (which is my only source of natural lighting and blocking my address number plate).
 3. Safety/Security Outside: My side of the building is on a small decline from the street (Valley Drive) which makes our entire entrance very dark at night. Our small

garden lights and NOW visibly usable shared space helps increase visibility, safety, and security for our entrance and surrounding neighbors.

4. Flooding: The patch of dirt that was previously there was a slight incline between the base of the building wall, down to the front sidewalk. Whenever there was heavy rain, both our front entrances would flood and cause sitting water. Part of our project included leveling the dirt and adding a thin layer of white garden rocks, and pavers to help keep the dirt patted down and allow for permeability. Since finishing this project, there has not been any flooding.

As you can see, although the initial intention was to beautify the outside shared garden space of my unit, our project came with several functional benefits. I apologize for the oversight, but we genuinely didn't believe this required approval given the temporary nature of the work being done. Nothing we installed in our shared-space included permanent changes to the space or building. I would also like to add that, when beginning this project and consulting with several neighbors from my building (520) and several surrounding neighbors, all of them didn't think this required "approval" or against the By-Laws. Throughout those four weekends of labor and days following the completion of the project, we have received many compliments from the community. Everyone in my building (who also have similarly overgrown/unkempt bushes) have been in favor of my project and have expressed interest in installing similar projects. The compliments and support from my neighbors and community has been both overwhelming and validating.

As mentioned during the Covenants Committee Meeting on 9/12/23 by several members, it is unclear whether we violated rules of the community because specifications "patio areas" are A) unclear, B) selectively followed, C) inconsistently enforced. I understand the need for HOA specifications and governing principles, but I have significant moral and ethical issues when these "rules" are not consistently enforced. I believe it would be a major disservice to penalize homeowners who want to beautify our community with tasteful garden elements but ignore others who neglect their outside spaces. Finally, I am aware of dozens of other neighbors in ParkFairfax that have similar "front patio" elements. Have they too received violation notices and covenant enforcement? The board should really consider viewing this as an equity issue.

Additionally, we feel our community would be well-served by defining what constitutes a patio, since there clearly are several permutations in front space areas which may be identified as "patios." Is it a table with 2 chairs? 3? Is it the hardscaping that makes the difference? etc.

I'm aware of the argument against my project due to preservation and historic nature of our community. However, I think we can still embrace change and creativity when it comes to our outside spaces and neighbors while preserving the historic spirit and nature of the ParkFairfax community.

In closing, we have 2 suggestions regarding communication:

First, we are concerned about the way in which the violations were communicated to us. While we recognize that there are many residents whose needs must be addressed by the condo office, it seems a friendly phone call before issuing a formal letter would be in order. We value the neighborly atmosphere of ParkFairfax, and it seems that a first attempt to resolve issues can be both friendly and legal. It is also a concern that letters about both the project and the hanging baskets went only to Ivan, while Susan received no such communication until this was pointed out. It was, in fact, Susan who hung the baskets initially in May 2020 and has continued to do so intermittently, and the entire common area project was a collaboration. It is ill-advised to make assumptions without true knowledge of who was involved.

Second, we greatly appreciate the time and effort that Board and Committee members devote to running our community, all voluntarily. It seems a preferred standard would be that all such members turn video on for Zoom meetings, as we opted to do for the X Committee meeting (was it landscaping?) We recognize that Zooming has become a common means for meeting, but it seems that groups who meet regarding the quality of neighborhood life should opt for keeping things as relational as possible, since they are the persons who have our trust in doing so. Turning their video on would promote that goal.

Again, we realize we may have missed a step prior to investing so much time, energy, and money into the shared-space of my unit. We are sorry about any inconvenience this may have caused the board, but I am hopeful that my application and letter is a successful attempt to make this right and within compliance.

Thank you for your time and if you have any further questions, do not hesitate to contact me at 571-217-3342 or Lopezia88@gmail.com.

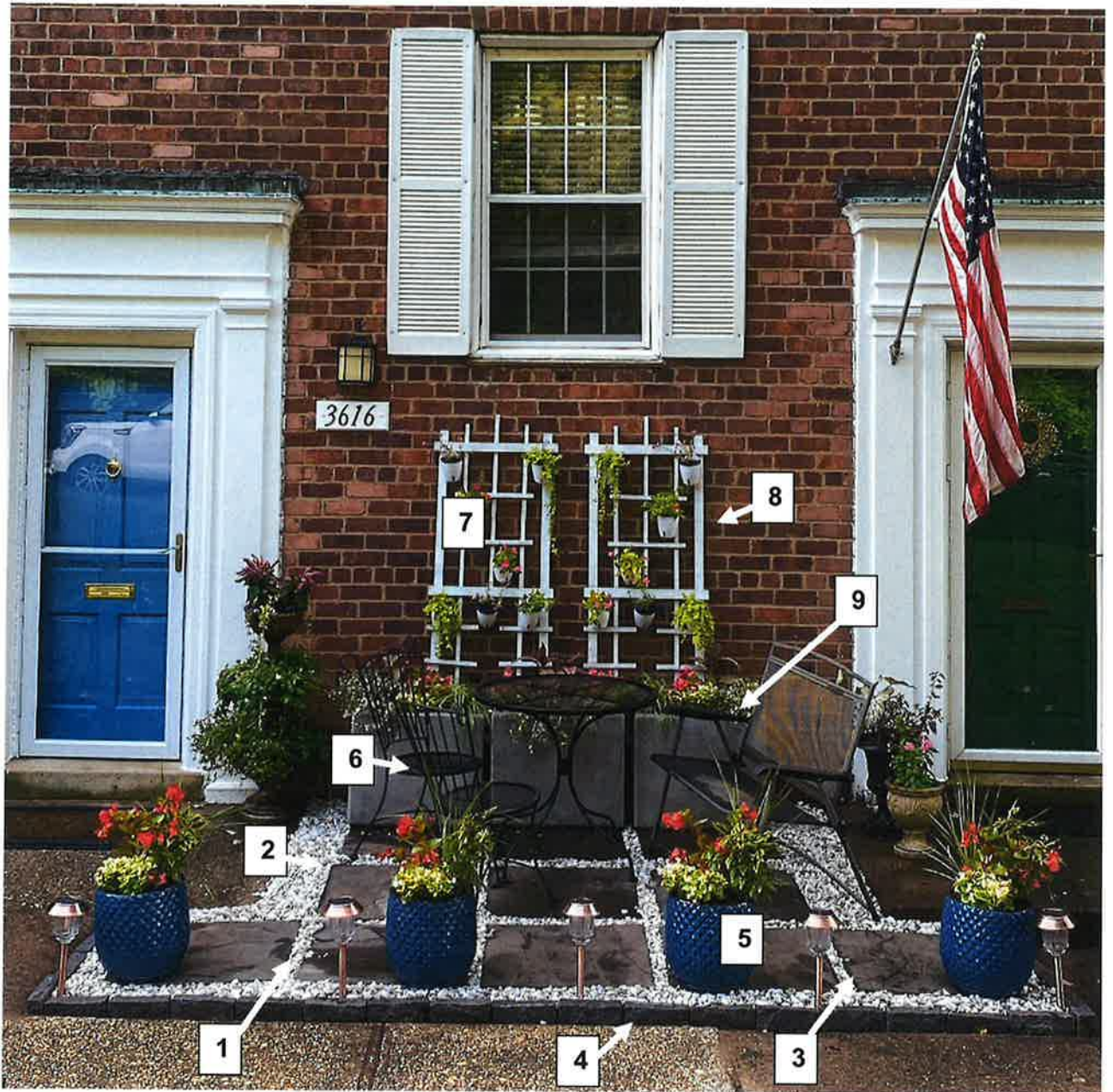
Kind regards,

Ivan Lopez

3616 Valley Drive

Susan Doyle (Co-Applicant)

3618 Valley Drive



1. Home Depot Bluestone Pavers (11)
2. Home Depot Vigoro Marble Chips (Garden Pebbles)
3. Amazon XMCOSY Solar Garden Lights (7)
4. Home Depot Cobblestone Black Granite Edge Brick (25)
5. Home Depot Blue Pinequilt Ceramic Planters (8)
6. Home Depot Grey Rectangular Planters (3)
7. Garden White Trellis (2)
8. Trellis White Hanging Planters (14)
9. Black Iron Bistro Set (1 table, 2 Chairs, 1 Bench)

Parkfairfax Condominium

UNIT OWNERS ASSOCIATION

3360 GUNSTON ROAD • ALEXANDRIA, VIRGINIA 22302-2198

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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

N/A CONTRACTOR INFORMATION (Name, copy of license and insurance.)

N/A 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.

N/A 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: 9/5/23 Unit Owner(s): Ivan Lopez Phone#: 571-217-3342
Building # 520 Unit Address: 3elle Valley Drive Model: Manor
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 *garden*
- 16) Other: planters, bistro set, and garden lights

**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: 9/5/23

Unit Owner: Ivan Lopez

Date: 9/5/23

Unit Owner: Ivan Lopez

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: Denied application with recommendation to the board.

Date: 9/12/2023

Signature: Signed per virtual meeting
Covenants Committee Chair

INDEMNIFICATION AGREEMENT AND COVENANT

THIS INDEMNIFICATION AND COVENANT AGREEMENT is made this 5th day of September, 2023, by and between Ivan Lopez ("OWNER"), and the PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION, ("ASSOCIATION").

WITNESSETH: WHEREAS, Owner is the Unit Owner of condominium Unit No. 306 in Parkfairfax Condominium located at (address) 306 Valley Drive 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 landscaping / bistro table / planters (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 Ivan Lopez, whose names are signed to the foregoing instrument bearing date on the 5th day of September, 2023, have acknowledged the same before me in the aforesaid jurisdiction to be their act and deed.

GIVEN under my hand and seal this 5 day of September 2023.


_____) seal)
NOTARY PUBLIC

My commission expires:

7/31/27

Winee L. Tyson
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 8077671
My Commission Expires 7/31/2027

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:

Ivan Lopez
[Signature]

STATE OF VIRGINIA)

3616 Valley Drive

NEIGHBOR SURVEY

The following change to the common area of the building:

landscaping, pavers, gravel rock,
planters, trellis, and bistro table set

I HAVE NO OBJECTION TO THE ABOVE LISTED CHANGE

Name and Address: Anne Kaman ³⁶⁰⁸ Valley Dr

Name and Address: Hannah Hooker 3620 Valley Dr.

Name and Address: Marci El-Baha 3614 Valley Dr.

Name and Address: Emily Trice 3624 Valley Dr.

Name and Address: Rathleen O'Brien 3612 Valley Dr.

Name and Address: MC Arthur Myers ³⁶¹⁰ Valley Drive

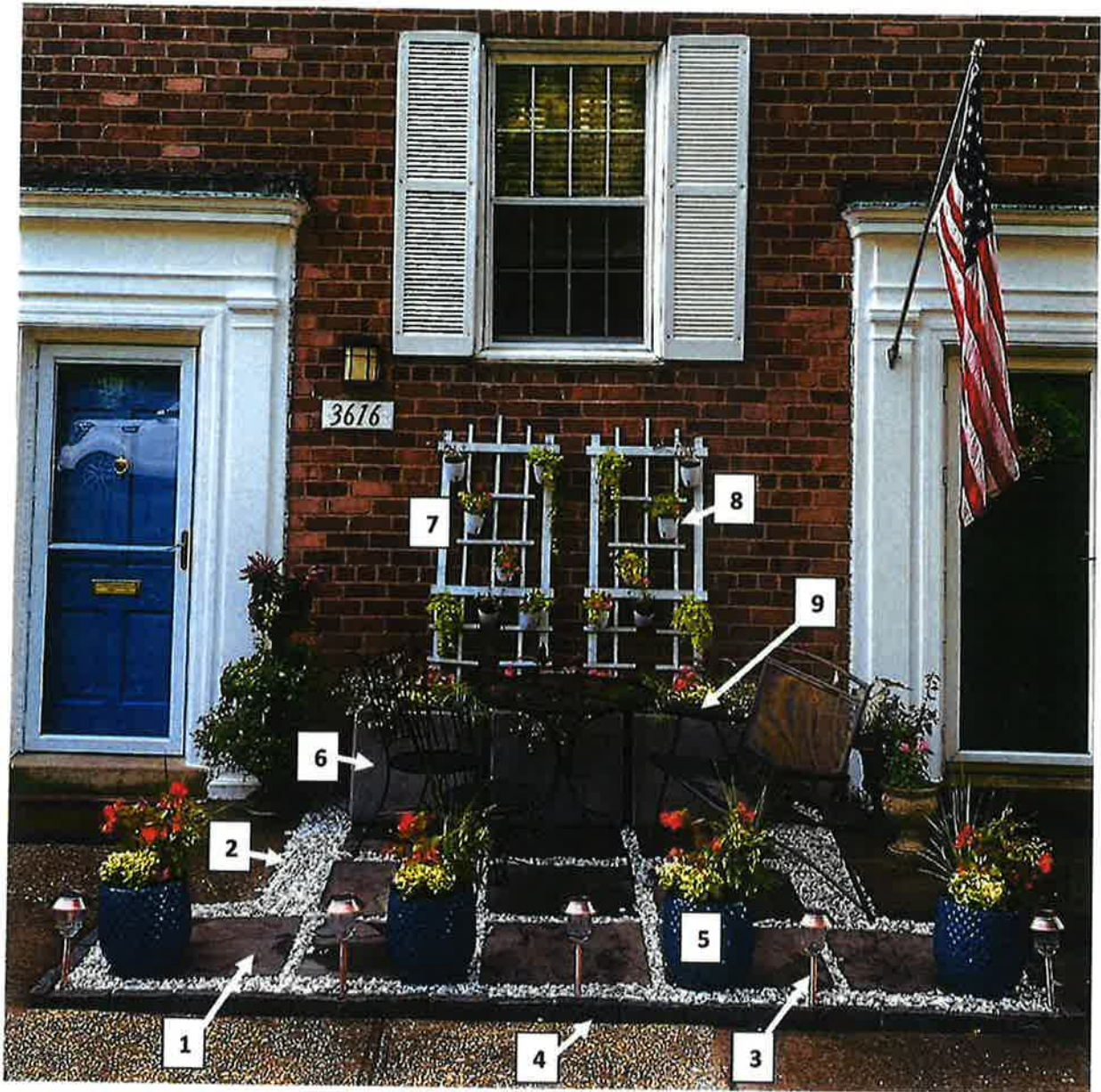
Name and Address: Li Thompson ³⁶⁰⁴ Valley Dr.

Name and Address: Katrina Schuier 3622 Valley Dr

Name and Address: Susan C. Doyle 3618 Valley Dr.

Name and Address: Linda Klinger 3724 Valley

Name and Address: Austin Johnson + James Stawarz ³⁶⁵² ~~Valley~~ Road



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2. Home Depot Vigoro Marble Chips (Garden Pebbles)
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