

DISCUSSION ITEM

Patio "Fencing" and Raised Planter Boxes

From: [Scott F. Mahoney](#)
To: [David Case](#)
Subject: 3400 Garden Rd pt
Date: Tuesday, August 13, 2024 12:35:25 PM

For board packet.







Sent from my iPhone

From: Scott F. Mahoney
To: Scott.Mahoney@usps.com
Subject: 3425 Kermanshah Rd 4th pic
Date: Tuesday, August 13, 2024 12:35:36 PM



Sent from my iPhone

Parkfairfax Condominium

UNIT OWNERS ASSOCIATION

3360 GUNSTON ROAD • ALEXANDRIA, VIRGINIA 22302-2198

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

Non-Routine Change Approval

May 20, 2024

Eric Beier
3400 Gunston Road
Alexandria, VA 22302

Re: 735 – 3400 Gunston Road - Application for Non-Routine Change

Dear Eric Beier,

This letter is to inform you that the Covenants Committee has approved your application for the following:

- Plantings, Raised Planter Beds, and two Gates.

I have enclosed a copy of the original application. Please file this letter and a copy of the application with your permanent papers. The original application will be kept on file at Parkfairfax for future reference.

If you have any questions, please don't hesitate to contact me using the contact information provided below.

Sincerely,
Dana Cross
Assistant General Manager
dcross@parkfairfax.org
703.998.6315 ext. 104

Enclosure

Cc: Unit file

3400 Gunston

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: 02MAR24 Unit Owner(s): Eric Beier Phone#: ~~703-231-1234~~
Building # 735 Unit Address: 3400 GUNSTON RD Model: LINCOLN
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: Raised Planter Beds

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: 01 APR 2024

Unit Owner: 

Date: _____

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 01 day of APRIL, 2024, by and between ERIC REIER ("OWNER"), and the PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION, ("ASSOCIATION").

WITNESSETH: WHEREAS, Owner is the Unit Owner of condominium Unit No. 735 in Parkfairfax Condominium located at (address) 3400 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 BRIVET HEDGE, RAISED BEDS (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:

 ERK BEILER, 01 APR 2014

STATE OF VIRGINIA)

CITY OF ALEXANDRIA)

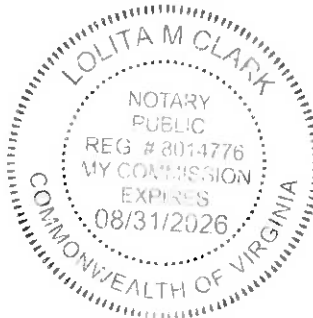
I, the undersigned, a Notary Public in and for the State and City aforesaid, do hereby certify that Eric Berer, whose names are signed to the foregoing instrument bearing date on the 1st day of April, 2024, have acknowledged the same before me in the aforesaid jurisdiction to be their act and deed.

GIVEN under my hand and seal this 1st day of April 2024.

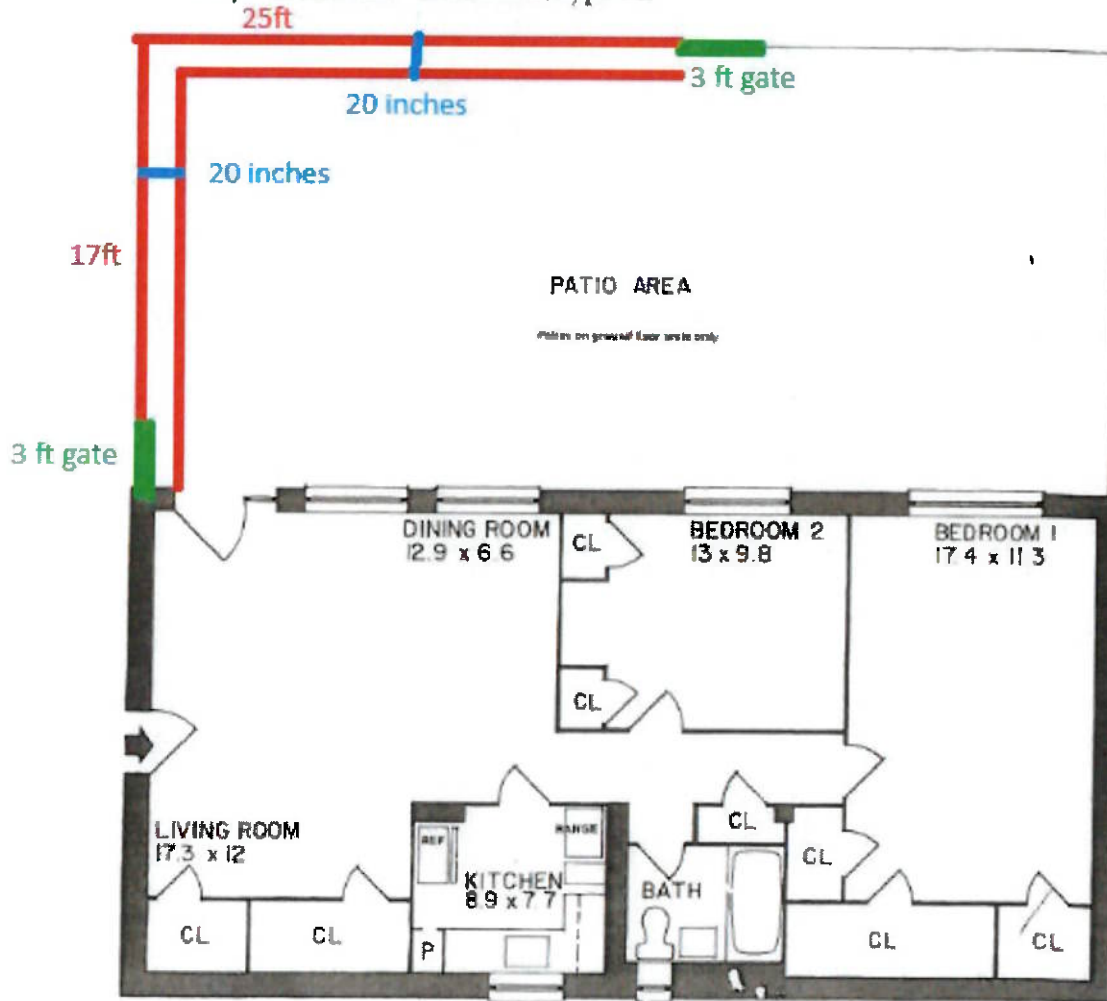
Lolita M Clark seal)
NOTARY PUBLIC

My commission expires:

8014776



The Lincoln 2 Bedroom, Type 2-A



30 All dimensions approximate. Doors are shown open and doors may vary slightly from plan. Shows existing to remain. For a more complete and accurate floor plan, please visit our website at www.parkfairfax.com.

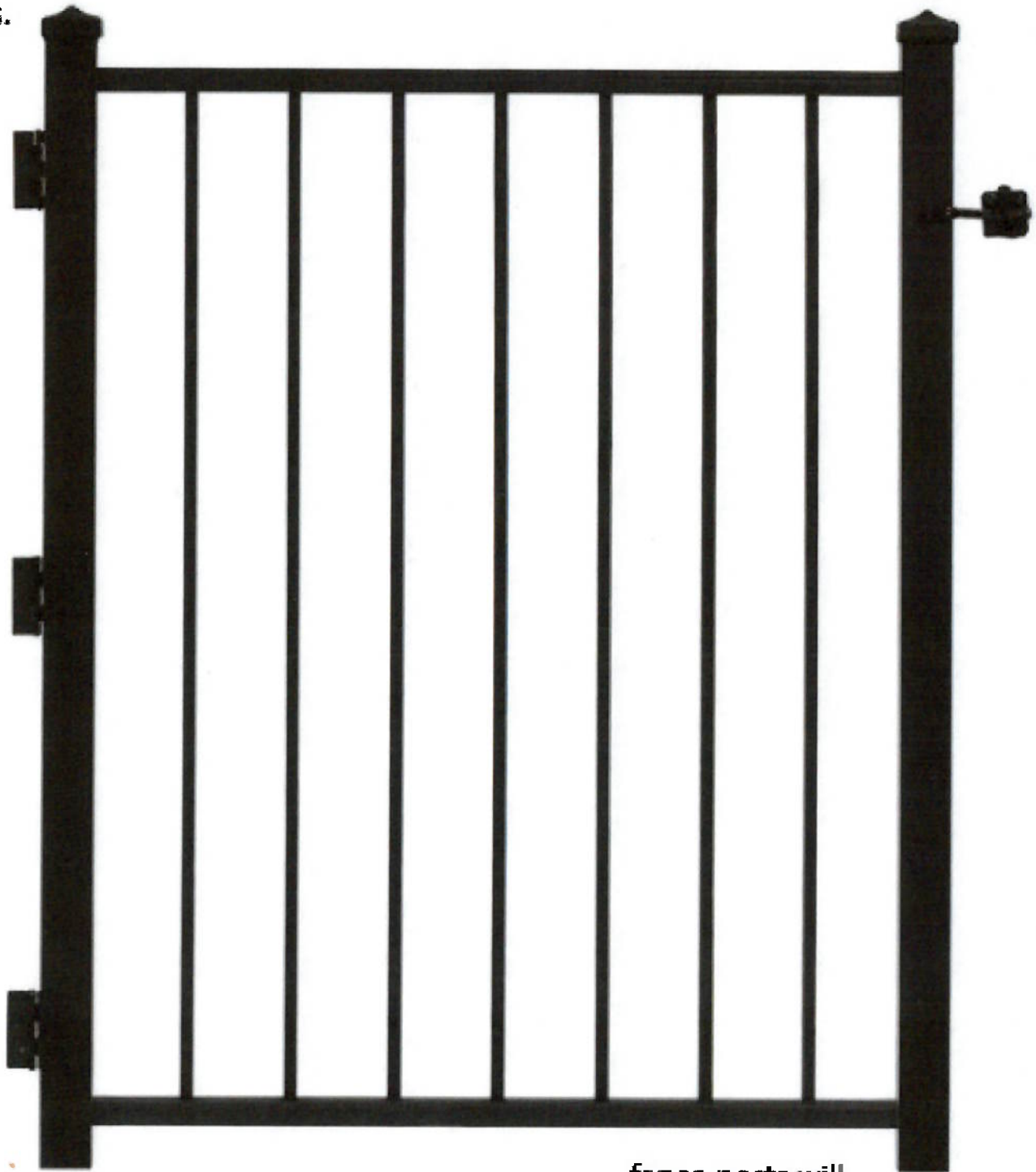
Parkfairfax

Sales Office: 3154 Valley Drive
Alexandria, Virginia 22102
Phone: (703) 540-9219

Developed by Parkfairfax Improvement Association
An Affiliate of ICI

Black Steel
4ft high, 3ft wide

mounted to
2"x2" steel fence
posts.



12/24 inches
deep.

fence posts will
be dug and filled
with quikrete.



2-3ft

Wintergreen
Boxwood

2-3ft

2-3ft

20"

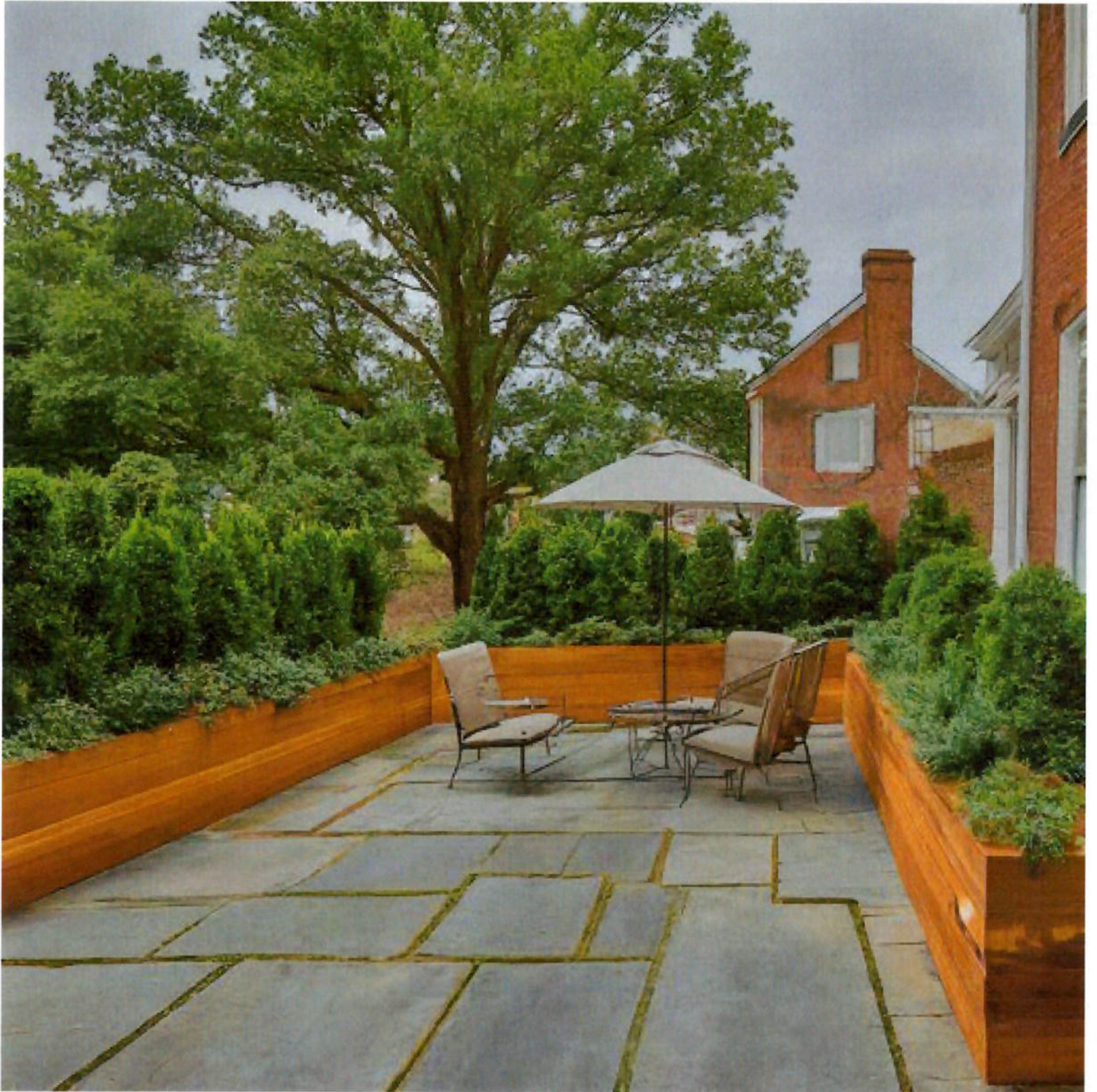
20"

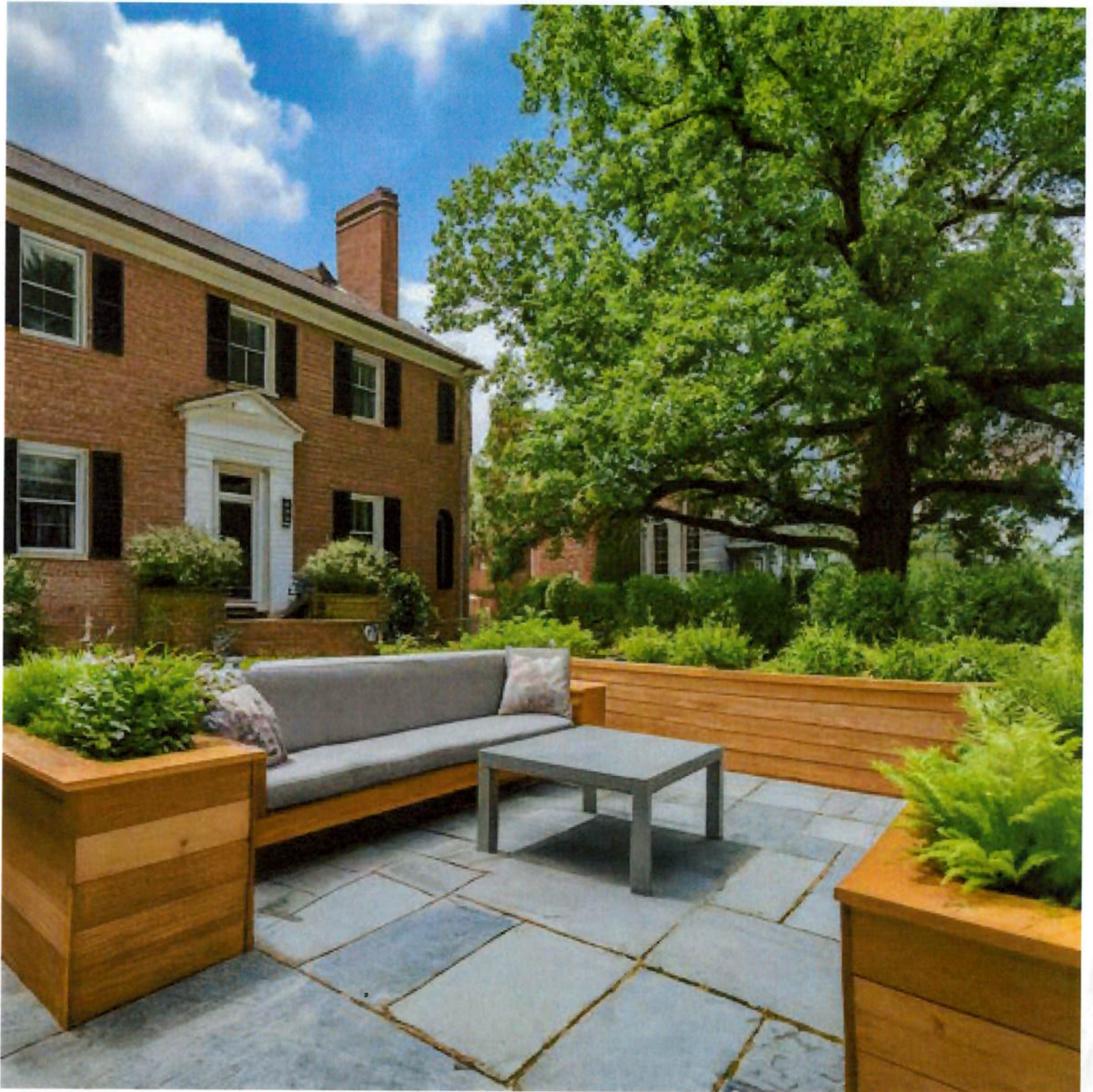
30"

30"













proposed planting

existing, hardscape

existing patio

Parkfairfax Condominium

A Historic District

UNIT OWNERS ASSOCIATION

3360 GUNSTON ROAD • ALEXANDRIA, VIRGINIA 22302-2198

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

August 14, 2024

Callie Zuck
3709 Lyons Lane
Alexandria, VA 22302

Re: Application for Non-Routine Change Denial – 547 – 3709 Lyons Lane

Dear Callie Zuck,

The purpose of this letter is to inform you that your application for a raised garden bed has been denied. During the recent Covenants Committee meeting it became apparent that the community's raised garden bed guidelines require clarification. Addressing the ambiguity of the community's existing guidelines for raised garden beds in the common element will be brought before the upcoming Board of Directors meeting by the Covenants Committee's Board Liaison.

You have the right to appeal the decision of the Covenants Committee to the Board of Directors within ten (10) days of the date of this letter.

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 accompanied by this letter will remain on file in the Parkfairfax office for future reference.

Please feel free to share any questions or concerns regarding this letter.

Sincerely,



Lora Reynaud

Covenants Director

CovenantsDirector@parkfairfax.org

CC: Unit File

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.) *self install*
- 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.

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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: 20 May '24 Unit Owner(s): Callie Zock Phone#: 502-594-8073
Building # 517 Unit Address: 3709 Lyons Ln Model: Washington - end unit
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.

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: 20 May 24

Unit Owner: Callie Zuck

Date: _____

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 20 day of May, 2024, by and between Callie Zuck ("OWNER"), and the PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION, ("ASSOCIATION").

WITNESSETH: WHEREAS, Owner is the Unit Owner of condominium Unit No. 547-3789 in Parkfairfax Condominium located at (address) 3709 Lyons Ln 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 garden bed (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:

Callie Zink

STATE OF VIRGINIA)

CITY OF ALEXANDRIA)

I, the undersigned, a Notary Public in and for the State and City aforesaid, do hereby certify that Callie Zuck, whose names are signed to the foregoing instrument bearing date on the 20 day of MAY, 20 24, have acknowledged the same before me in the aforesaid jurisdiction to be their act and deed.

GIVEN under my hand and seal this 20 day of May 2024.


NOTARY PUBLIC seal)

My commission expires:

8/31/2026



Covenants committee,

I would like to put in my application to install a garden bed!

Following the covenants/guidelines/AR#2, my garden bed will be:

- Location: within the allowed 10feet out the side of my unit (since i am in an end unit Washington) next to my back patio
- Materials of the bed structure: painted weather resistant metal, painted a lovely misty green color (see photo below)
- Additional materials to be used: the bed will be set directly on the ground but I will likely put a layer of mesh or cardboard - a natural way to help prevent weeds
- Size: 8feet by 4feet
- Planned plants: Annuals, rotating for the seasons so that the beds will always have something in it!
 - Spring summer: cut flower garden or vegetables such as carrots, tomatoes, peppers, and cucumbers (per the guidelines no vegetables will grow taller than 4feet) but if the birds or squirrels really go for the veggies i will likely just do cut flowers
 - fall/winter: lettuce, cabbage, squash, carrots

Please see the photo with the arrow where I will put the garden bed!





8ft

4ft

Height of 15"

Preliminary Inspection for Covenants Applications

Unit Owner Callie Zuck

Building/Unit Number 547-3709 Lyons Lane

Proposed Change Garden Bed.

Inspection Information

Date of Inspection 6-6-24 Employee Alonso Alexander

Is the proposed change already in place? Yes No

Inspectors Comments No issues. Waiting on response from committee

Is follow-up inspection needed after installation? Yes No

If yes, please explain Final inspection of plantings

Follow-up inspection results _____

NEIGHBOR SURVEY

The following change to the common area of the building:

near 3709

adding an 8'x4' metal raised garden bed
(light sage green color) right next to my patio
within 10 feet to side for flowers + veggies!

annuals

I HAVE NO OBJECTION TO THE ABOVE LISTED CHANGE

Name and Address: Kendra LaCousiere 3713 Lyons Lane Alexandria VA 22302

Name and Address: Yoli Prado 3715 Lyons Lane Alex VA 22302

Name and Address: 3711 Lyons → tenant occupied

Name and Address: _____

Name and Address: _____

Name and Address: _____

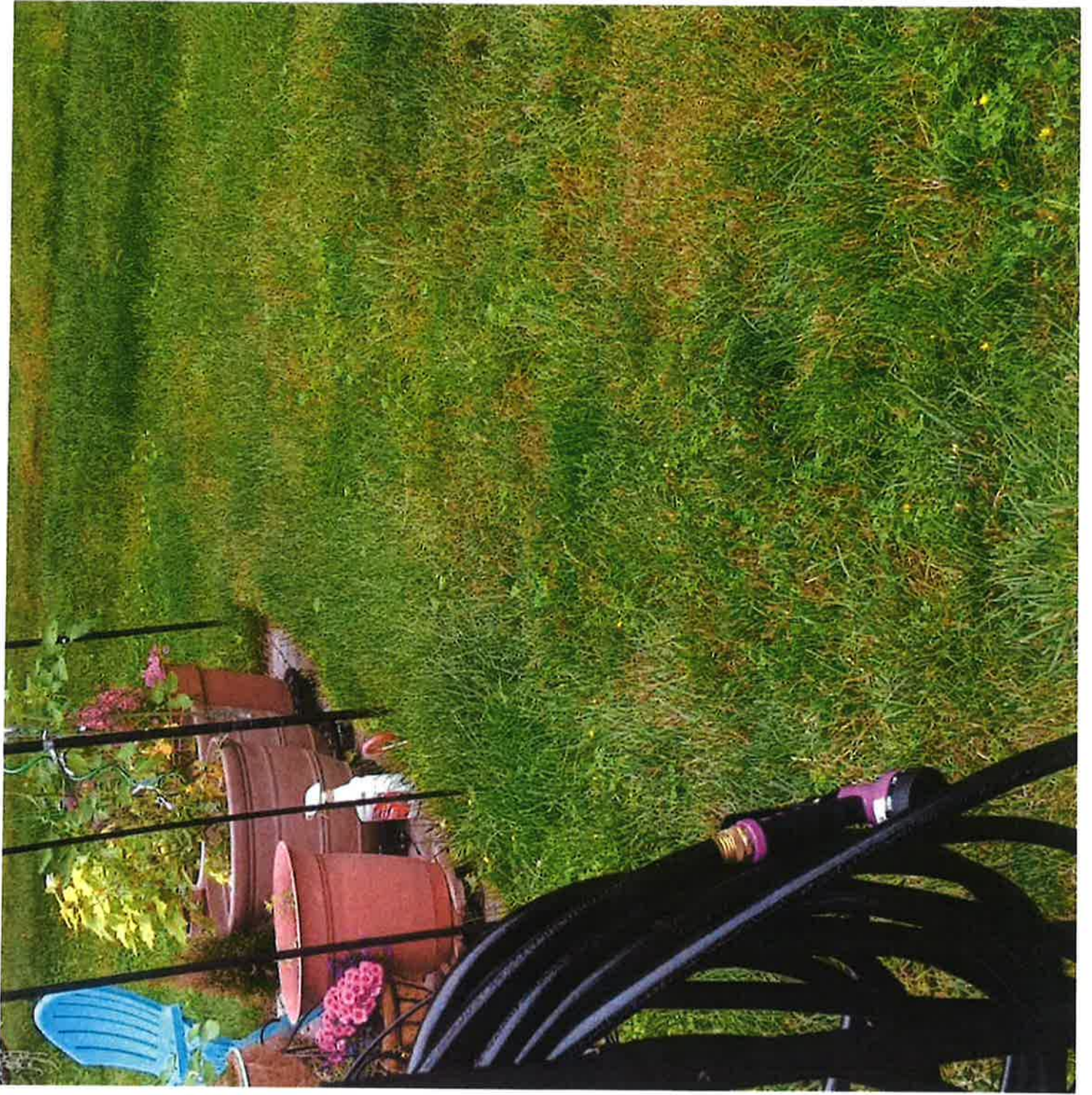
Name and Address: _____

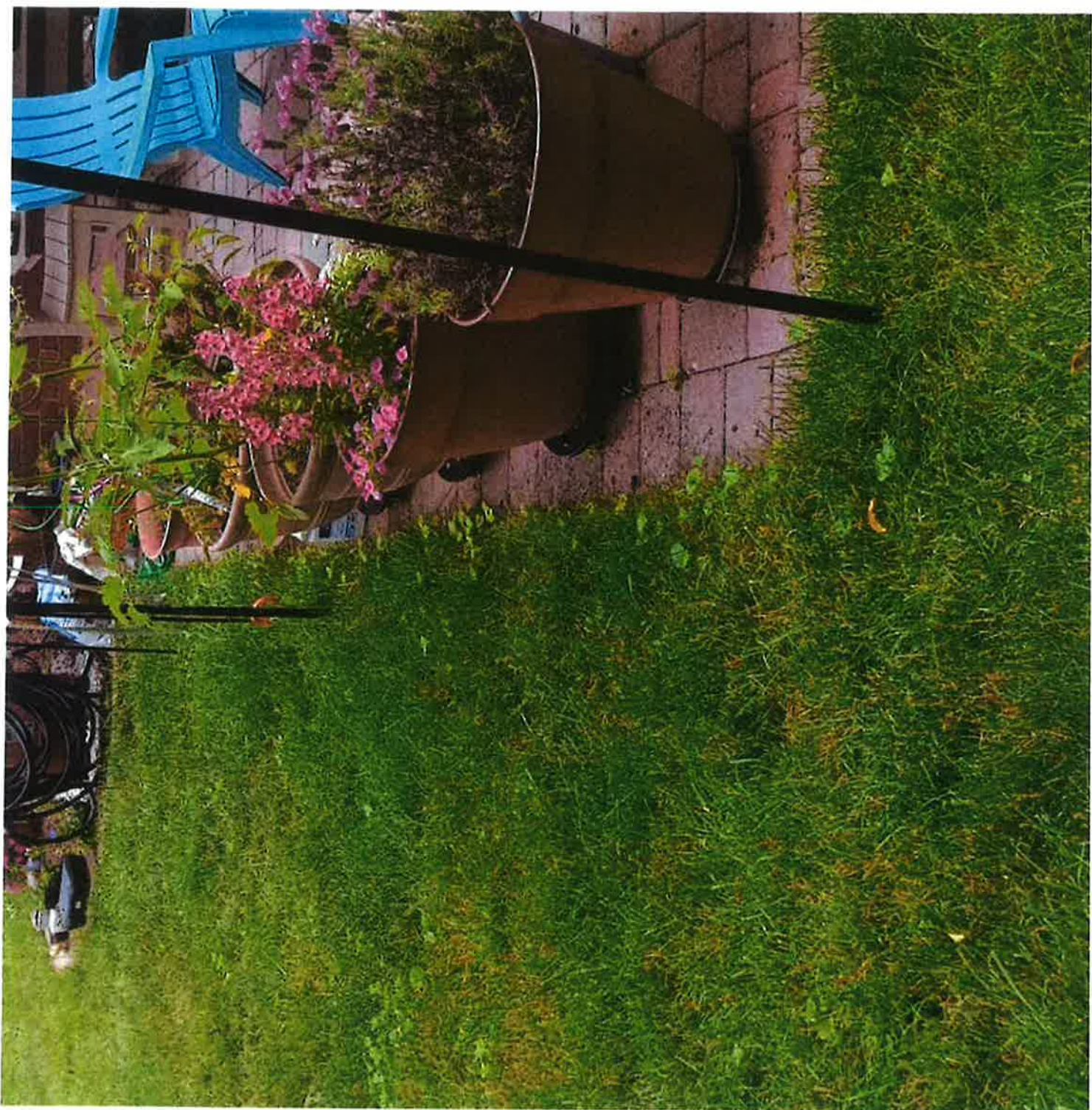
Name and Address: _____

Name and Address: _____

Name and Address: _____

Name and Address: _____





From: Arletta van Breda <arletta.vanbreda@gmail.com>

Sent: Tuesday, July 23, 2024 4:43 PM

To: Dana Cross <dcross@parkfairfax.org>

Cc: Arletta van Breda <arletta.vanbreda@gmail.com>

Subject: 3709 Lyons Lane

Dana: Please confirm receipt of this email. This is my second attempt in responding to Callie's request to establish removable garden beds on the side of her patio.

William Toone and I have no objection.

Please let me know if you need anything else from us at this point.

Kind regards:

Arletta van Breda

William G Toone

3707 Lyons Lane

406-599-2672

- e. Items 3.b through 3.e of the section entitled “Plantings in Limited Common Element Area” also apply to this section.
3. Plantings in Limited Common Element Patio Area.
- a. Residents may plant flowers, shrubs, and ornamental trees on the limited common element patio areas up to twenty feet (20') out from the back door of the unit prior to approval by the Covenants Committee. Flowers which are annuals and which are planted on the common, limited common, or reserve common elements do not require Covenants Committee approval.
 - b. Prior to any installation of raised flower beds against unit walls, the brick of the unit must first be treated with 2 applications of foundation coating to seal the brick from moisture, and a moisture barrier of 6 mil. plastic placed between the brick and soil backfill. This procedure will alleviate the possibility of water logged soil against the brick causing any moisture seepage to the interior plaster.
 - c. If access to the area is unreasonably restricted for maintenance personnel or equipment by the unit owner’s landscaping and planting, the Association shall not be held responsible for grounds maintenance. Failure to properly maintain such landscaping and planting may constitute a violation of this resolution and the Association may, with notice, enter the area to carry out necessary maintenance, including removal of plant material. Notice may be waived in emergency situations. All expenses incurred as a result of this maintenance shall be assessed to the unit owner.
 - d. In the event the Association requires access to a building which is bordered by a unit owner’s garden, the Association will attempt to preserve the garden as much as practical. However, the Association will not be responsible for any damage that may result to a unit owner’s garden from the Association’s inability to access the building.
4. Plantings Within 10 Feet of the Front or Side Walls of Unit.
- a. Residents may plant flowers, shrubs, and ornamental trees on the common element within ten feet (10') from the front or side wall of their unit prior to approval by the Covenants Committee, providing that the ten foot (10') limit does not cross any sidewalk. The resident must apply for approval of such plantings within 30 days of installation. Flowers which are annuals and which are planted on the common, limited common, or reserve common elements do not require Covenants Committee approval.

The application must include the liability and care responsibility sections of the current Covenants Application for Non-Routine Change and must be signed by all unit owners of record. The Association may inspect the plantings and if it is determined that the plantings are inappropriate, inconsistent with the aesthetics or conditions of the area or otherwise do not meet the standards set forth in this resolution, the Covenants Committee may require that the plants be removed or

- e. Election signs denoting a preference for a candidate, issue or question in a City of Alexandria, state-wide Commonwealth of Virginia, Parkfairfax Board of Director election or locally voted upon Federal election. are permitted, without prior approval, provided such signs are tastefully displayed and placed inside of a closed storm or screen door or behind a window within a unit. To accommodate such signs from inside a storm or screen door, no more than one half of the interior space of a full view storm door may be used and when displayed from behind a window the sign may be of no more than a square of 26 inches. Election preference signs may be installed not earlier than thirty (30) days prior to the day voting is scheduled and must be removed within seventy-two (72) hours after that day.
- f. Signs which advertise yard sales may be placed on the common element on the day of the yard sale and removed the same day not later than 6:00 p.m.

H. Fences and Screens

- 1. No fences are permitted. A fence is defined as any brick, block or stone wall; wooden, metal or plastic posts connected horizontally by any material; or any free standing screen.
- 2. Only landscape plant material, borders, or planter boxes may be used to define limited common elements or to effect patio privacy. Any such plant materials must, however, have Covenants Committee approval.

I. Plumbing

If a change to the plumbing system of a unit does not adversely affect another unit or the common elements, approval is not required; however, city approval, if required, shall be obtained. Also, if it is necessary to temporarily interrupt common water service, the Association Office must be notified at least 24 hours in advance during normal office hours.

If the proposed change to the plumbing system of a unit would adversely affect another unit or the common elements, the change is prohibited.

The Association assumes no responsibility for any damage to persons or property resulting from or related to any change in plumbing from that originally installed, whether or not such change has approval.

J. Electrical Panel and Wiring

If a proposed change to the electrical panel and wiring in a unit would affect another unit or the common elements or increase the amperage draw beyond the electrical rating of the panel box