

**Resolution Worksheet**  
**Non-Routine Change Application-3308 Martha Custis Drive**  
**Accessible Parking**

Date: August 21, 2024

**Suggested Motion:**

“I move to approve a Non-Routine Change application to install an accessible parking space at 3308 Martha Custis Drive.

2<sup>nd</sup>:

**Summary:**

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

The Covenants Committee acknowledged the 3308 Martha Custis Drive application and recommended that the accessible parking sign be removed once the lessee moves from the residence.

**Vote:**

|                 | In Favor | Opposed | Abstained | Absent |
|-----------------|----------|---------|-----------|--------|
| Scott Buchanan  |          |         |           |        |
| Dave Bush       |          |         |           |        |
| Robin Davis     |          |         |           |        |
| Jeff Lisanick   |          |         |           |        |
| Amanda Mullan   |          |         |           |        |
| Scott Mulrooney |          |         |           |        |
| Mike Rothenberg |          |         |           |        |
| Jim Wicker      |          |         |           |        |
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# Parkfairfax Condominium

A Historic District

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## UNIT OWNERS ASSOCIATION

3360 GUNSTON ROAD • ALEXANDRIA, VIRGINIA 22302-2198

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

August 15, 2024

Sonja McLoughlin  
3308 Martha Custis Drive  
Alexandria, VA 22302

Re: Application for Non-Routine Change – 21701 – 3308 Martha Custis Drive

Dear Ms. McLoughlin,

This letter is to inform you that the Covenants Committee recommends your handicapped parking space application for approval by the Board of Directors. Your original application will be returned for your records.

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

Thank you for your continued efforts in making Parkfairfax a beautiful community in which to live. Should you have further questions or concerns, please do not hesitate to call me at (703) 998-6315 ext. 102.

Sincerely,



Lora Reynaud

Covenants Director

CovenantsDirector@parkfairfax.org

CC: Unit File

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As the General Manager of the Parkfairfax Unit Owners Association, I Francisco Foschi, authorize the emergency installation of the Handicapped sign for Sonja McLoughlin.

Ms. McLoughlin is a resident of 45 years who is a senior citizen (80 years old) with limited mobility who needs accommodation of having a parking space in close proximity to her residence.

The unit owner's application package will be discussed during the August 2024 Covenants Committee meeting in the hopes that the committee will approve the application and forward it to the Board of Directors.

  
\_\_\_\_\_  
Francisco Foschi

7/17/24  
Date

parking space preferred for handicap spot



comcast <tbj3j@comcast.net>  
To Covenants Director

☺ Reply Reply All Forward

Sat 7/13/2024 6:33 PM



**COVENANTS APPLICATION FOR NON-ROUTINE CHANGES**

Date: 6/20/24 Unit Owner(s): SONJA McLoughlin Phone#: \_\_\_\_\_  
Building # 217 Unit Address: 3308/3310 MCD Model: ADAMS / MANVOE  
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: HANDICAP PARKING SPACE

**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: 7/13/24

Unit Owner: [Signature]

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 13 day of July, 2024, by and between 3308/3310 MARINA CLUB ("OWNER"), and the PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION, ("ASSOCIATION").

WITNESSETH: WHEREAS, Owner is the Unit Owner of condominium Unit No. 217 in Parkfairfax Condominium located at (address) 3308/3310 MARINA CLUB 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 Handicap Parking Space (specify) must be in accordance with any and all Guide Specifications and Exhibits approved by the Board of Directors.

2. Owner undertakes, of himself and his heirs, successors and assigns, to indemnify and hold harmless the Association and any Unit Owner from and against any loss or damage which the Association or any Unit Owner may suffer as a consequence of such improvements and alterations; including without limitations: (i) loss or damage caused by negligence in the design, construction or maintenance of such improvements and alterations; ii) loss or damage not the result of negligence but caused by the effect of such improvements and alterations on the structural components previously existing; (iii) expenses and consequential damage caused by or resulting from such improvements and alterations; and, (iv) fees, costs and expenses of any claims or suits arising as a result of such improvements and alterations.

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.

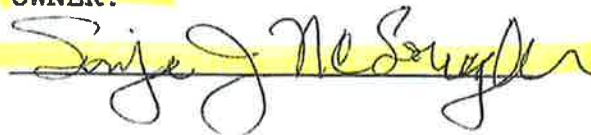
5. The approval by the Board of Directors of the Improvements and alterations set forth in paragraph 1 above does not constitute approval of any other improvements and alterations made without obtaining the express prior written approval of the Board of Directors pursuant to the provisions of the Condominium 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:

A handwritten signature in black ink, appearing to read "Sanje J. McLaughlin", is written over a yellow highlight. Below the signature is a horizontal line.

STATE OF VIRGINIA)



CITY OF ALEXANDRIA)

I, the undersigned, a Notary Public in and for the State and City aforesaid, do hereby certify that Sonja McLoughlin, whose names are signed to the foregoing instrument bearing date on the 16<sup>th</sup> day of July, 2024, have acknowledged the same before me in the aforesaid jurisdiction to be their act and deed.

GIVEN under my hand and seal this 16<sup>th</sup> day of July 2024.

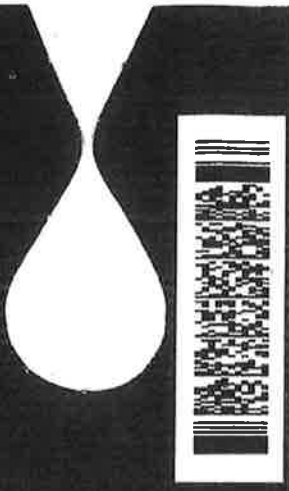
Wines L. Tyson (seal)  
NOTARY PUBLIC

My commission expires:

07/31/2027

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

IMPORTANT: REMOVE BEFORE  
DRIVING VEHICLE



P02364050

MO 01 02 03 04 05 06 07 08 09 10 11 12

YR 22 23 24 25 26 27 28 29 30 31 32 33

Virginia  
Permanent  
Disabled Parking  
Placard

EXPIRES

31 March 2029

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

1-800-367-6666

Commonwealth of  
Virginia



Disabled Parkin  
Placard Identificatio

SONJA J MCLOUGHLIN  
3308 MARTHA CUSTIS  
ALEXANDRIA, VA 22302-2115

Placard Number: P02364050

Expires: 03/31,

The absence of a handicapped parking space creates a hardship for the 80 year old resident who experiences difficulties getting around. Additionally, the resident is unable to walk without major difficulties if she returns home in the evenings (periodically) and all parking spaces close to her home are occupied. Ms. McLoughin has lived in Parkfairfax for 45 years.

**PARKFAIRFAX CONDOMINIUMS UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NUMBER SIX  
PARKING POLICIES RELATING TO VEHICLES**

**WHEREAS**, Article III, Section Two of the Parkfairfax Condominium Unit Owners Association (Association) Bylaws assigns the Board of Directors (Board) with all of the powers and duties necessary for the administration of the affairs of the Association, and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Association; AND

**WHEREAS**, Article III, Section Two of the Association Bylaws enables the Board to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the condominium; AND

**WHEREAS**, Article V, Sections Eight and Eleven of the Association Bylaws establish certain limitations on use of the common elements; AND

**WHEREAS**, in order to ensure equitable parking arrangements, as well as safe and attractive parking areas, the Board hereby wishes to establish a Parking Management Policy;

**NOW, THEREFORE, IT BE IT RESOLVED THAT** the following parking policies be adopted by the Board for the Association:

1. **PARKING RIGHTS:** There are two types of parking areas in Parkfairfax: Association controlled, and City of Alexandria controlled.

Association controlled parking areas are located in common elements (a) on streets with names ending in "Lane" (including Holmes Lane, Lyons Lane, Fitzgerald Lane, and Coryell Lane), (b) in cul-de-sac parking lots between buildings, and (c) in the Association parking Jot on Valley Drive, maintenance yard parking Jot, Martha Custis Pool parking lot and building 401 parking lot.

Parkfairfax residents are entitled to use available Association controlled parking areas for approved vehicles, together with the right on ingress and egress upon the parking area, on a first-come-first-serve basis. An approved vehicle shall be defined as any conventional passenger vehicle, motorcycle, van, truck, or commercial vehicle less than six feet in width and 18 feet in length. Vehicles must be parked so as not to block ingress and egress to the sidewalks, parking lot, or roadway.

Residents and guests may park on City of Alexandria controlled parking areas along the curb of all other streets in Parkfairfax. Use of the City of Alexandria controlled parking spaces are detailed in Alexandria City Code and careful attention should be paid to Code Section 10-4-8 (No parking on city streets for more than 72 continuous hours) and Section 10-4-37 (Penalties for failure to procure and display city license plate, windshield tag or decal).

2. **USE OF ASSOCIATION CONTROLLED SPACES:** The Bylaws permit only one vehicle per unit to park in Association controlled parking areas (as defined above) without the written consent by the Board. Parking is on a first-come-first-serve basis, and there are no assigned spaces. A parking space shall be defined as the area between two white lines painted on the surface of the Association controlled parking areas. Entrances and exits of the Association controlled parking areas will be marked by a yellow curb. Unless parked in a space, any vehicle parking at the entrances or exits or part thereof to the common element (as defined by the City of Alexandria) will be subject to immediate towing as the owner's expense and risk, except when the white lines or yellow curbs are obscured by snow or ice.
  
3. **PARKING RESTRICTIONS:** Residents may park in Association controlled parking areas for up to 30 days. Any vehicle reported to or noted by Association management to be abandoned or not moved in 30 days will have a 72-hour notice placed on it. If the owner does not respond within the allotted time, the vehicle will be towed at the owner's expense and risk. Any vehicle parked in a manner that obstructs reasonable flow of traffic or blocks ingress or egress to the parking lot will be towed immediately.

All vehicles must have current license plates, valid Commonwealth of Virginia inspection sticker (where applicable), and valid City of Alexandria sticker (or equivalent) in order to park in any Association controlled parking areas. Vehicles parking in Association controlled parking areas or on city streets may not be covered, such as with a tarpaulin, in a way that obstructs the viewing of the license plate tags and vehicle registration stickers.

4. **HANDICAPPED PARKING:** Application for handicapped parking in the Association controlled parking areas must be submitted in writing to the Covenants Committee for review. The Covenants Committee will review the application and may request a public hearing to gather input from affected neighbors. The Covenants Committee will issue a recommendation to the Board for a final disposition on the application. Applications should include the following information:
  - (A) Copy of the authorizing documentation from the Virginia Department of Motor Vehicles for a disabled parking placard or plate, including the duration of such disability and whether the disability is temporary or permanent.
  - (B) Whether the applicant is the primary driver requesting the reserved space. If not, explain how the reserved space will be used.
  - (C) Explanation of how the absence of a reserved space creates a hardship on the applicant.
  - (D) Whether the applicant has sought a reserved parking space through the City of Alexandria. If so, when the application was made, and what was the result.

Emergency or temporary applications may be approved by the General Manager, who may waive all conditions governing approval for obtaining a handicapped parking space for a period of not more than 42 days.

5. **DAMAGE TO COMMON ELEMENTS:** Driving or parking any motorized vehicle on the common elements not specifically designated for vehicular use (such as grass, sidewalks, and breezeways) is strictly prohibited. Any damage to Association common elements by use of any vehicle, including those hired or leased, shall be the responsibility of the offending unit owner. The unit owner shall be liable and responsible for all repair or replacement of damages to the common elements.
6. **VEHICLE CONDITION AND REPAIRS:** All vehicles must be kept in proper operating condition so as not to be a hazard or nuisance by noise, exhaust, or appearance. Except for minor adjustments, repair to or painting of vehicles shall not be permitted at any time on the common elements. Drainage of any automotive fluids is strictly prohibited. Any vehicles found on the common elements supported on jacks or blocks will be removed by Management at the owner's expense and risk.
7. **NO ALTERNATION OF PARKING SPACES:** No signs, initials, numbers, or any other additions or alternations may be painted, displayed, or erected by any resident in Association controlled parking areas. This does not apply to a uniform numbering, lettering, or permit system that may be applied to parking spaces at the direction of the Board.
8. **ASSOCIATION NOT RESPONSIBLE FOR DAMAGES:** Nothing in this resolution shall be construed as to hold the Association or the Board responsible for damage to vehicles or loss of property from vehicles parked on common elements.
9. **ENFORCEMENT OF THE REGULATIONS:** In addition to the towing provisions above, breaches (alleged or actual) of the above regulations are subject to appropriate action by the Covenants Committee under the provisions of Policy Resolution Number Four. All towing will be on an on-call basis. All towing authorization and supervision will be done by Management or the President of the Board only.

## **10. BICYCLE, KAYAK, AND SCOOTER MANAGEMENT POLICY**

### **I. DEFINITIONS**

- A. "3<sup>rd</sup> party bicycle" shall mean any motorized or non-motorized bicycle not owned by a resident of Parkfairfax, including but not limited to Capital Bikeshare and any bicycle accessed through a mobile device application;
- B. "Association Utility Room" means a room owned by the Association which has been designated as a place for resident bicycle storage;
- C. "Resident bicycle" shall mean any bicycle belonging to a current resident of Parkfairfax;
- D. "Resident kayak" shall mean any kayak belonging to a current resident of Parkfairfax;
- E. "Scooter" means any motorized scooter accessed through a mobile device application.

## **11. USE OF BICYCLES, KAYAKS, AND SCOOTERS ON PARKFAIRFAX COMMON ELEMENT.**

In an effort to reduce and prevent hazards to residents and guests of the Association, as well as to safeguard property and the Association's common elements, Management is authorized to:

1. Enter into agreements with the owners and operators of 3<sup>rd</sup> party bicycles and scooters to facilitate their retrieval, assembly on, and removal from association property.
2. Designate underutilized spaces, such as cul-de-sac corners, of Association-Controlled areas, as identified in Section I(A), as spaces for the 3<sup>rd</sup> party bicycles and scooters to be assembled.

### **(A) Resident Bicycle Storage**

1. All resident bicycles must be registered and issued a sticker on an annual basis with the Management in order to be stored in an Association Utility Room. Such registration information shall include:
  - a. Name of resident;
  - b. Make, model of bicycle, serial number;
  - c. Contact information (phone number and email address);
  - d. Any other information deemed necessary by Management.
2. All registered resident bicycles are subject to a registration fee, to be determined by the Board of Directors.
3. Any bicycle that is neither properly registered, stored in designated bike racks, nor maintained in a rideable condition may not be stored in an Association Utility Room.
4. Enforcement. — Management may develop procedures and processes for the removal and disposal of unregistered bicycles.

### **(B) Kayak Storage**

1. All resident kayaks must be registered and issued a sticker on an annual basis with the Management in order to be stored in the Maintenance Yard. Such registration information shall include that identified in II(B)(1).
2. All registered resident kayaks are subject to a registration fee, to be determined by the Board of Directors.
3. Any kayak that is neither properly registered, broken or appears to be in non-usable condition may not be stored in the Maintenance Yard.
4. Enforcement – Management may develop procedures and processes for the removal and disposal of unregistered kayaks.

