

# **HEARING**

Patio Fencing at 3400 Gunston Road

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# Parkfairfax Condominium

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## 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](mailto:dcross@parkfairfax.org)  
703.998.6315 ext. 104

Enclosure

Cc: Unit file

3400 Gunston

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# Parkfairfax Condominium

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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

       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:**

<b>Change</b>	<b>Permit Required</b>
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#: ~~753-888-8888~~  
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)

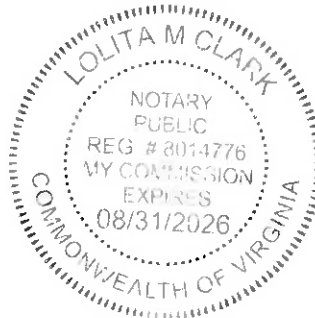
I, the undersigned, a Notary Public in and for the State and City aforesaid, do hereby certify that Eric Berer, whose names are signed to the foregoing instrument bearing date on the 1<sup>st</sup> day of April, 2024, have acknowledged the same before me in the aforesaid jurisdiction to be their act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

GIVEN under my hand and seal this 1<sup>st</sup> day of April 2024.

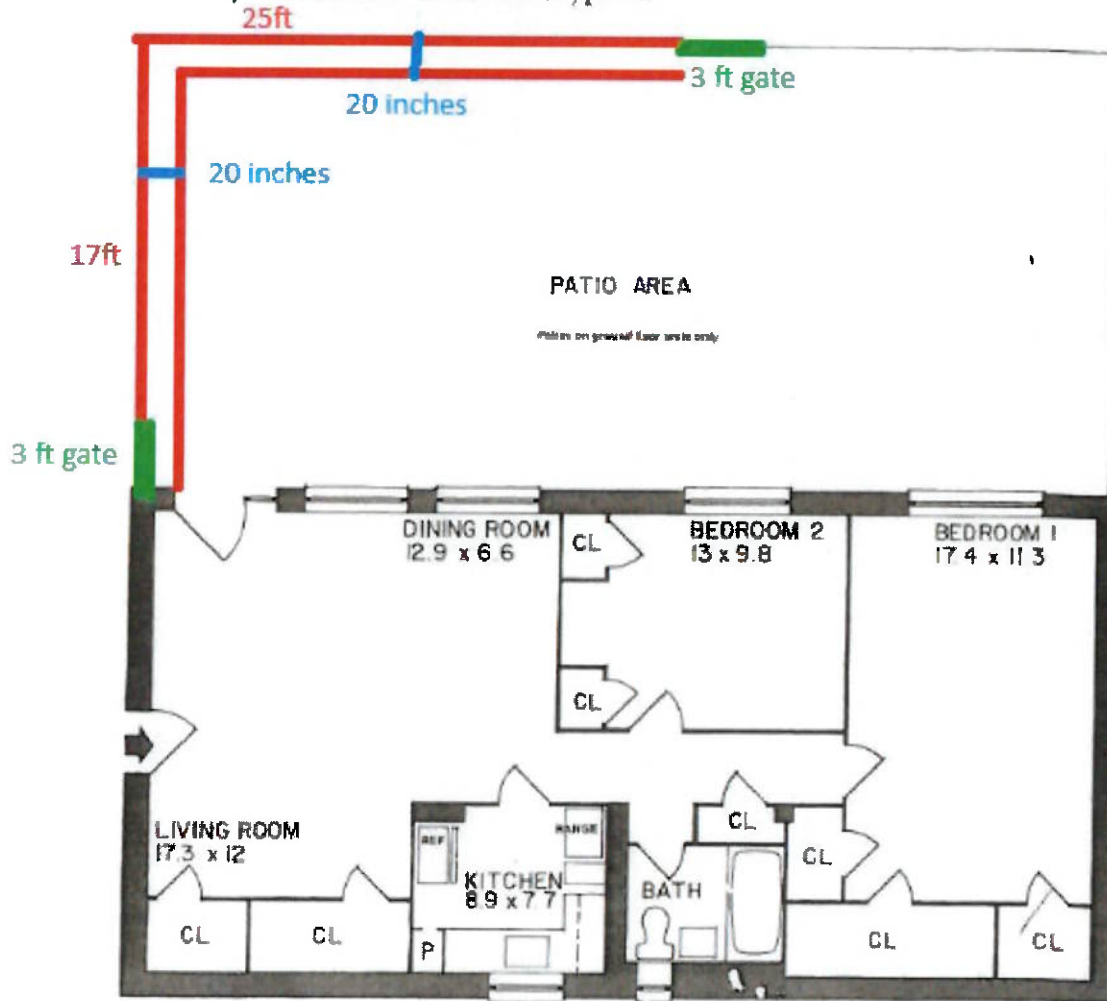
Lolita M Clark seal)  
NOTARY PUBLIC

My commission expires:

8014776



**The Lincoln** 2 Bedroom, Type 2-A



30 All dimensions approximate. Doors and doors are very slightly from plan; shows opening to interior. For unit vary and are available on each ground floor unit only.

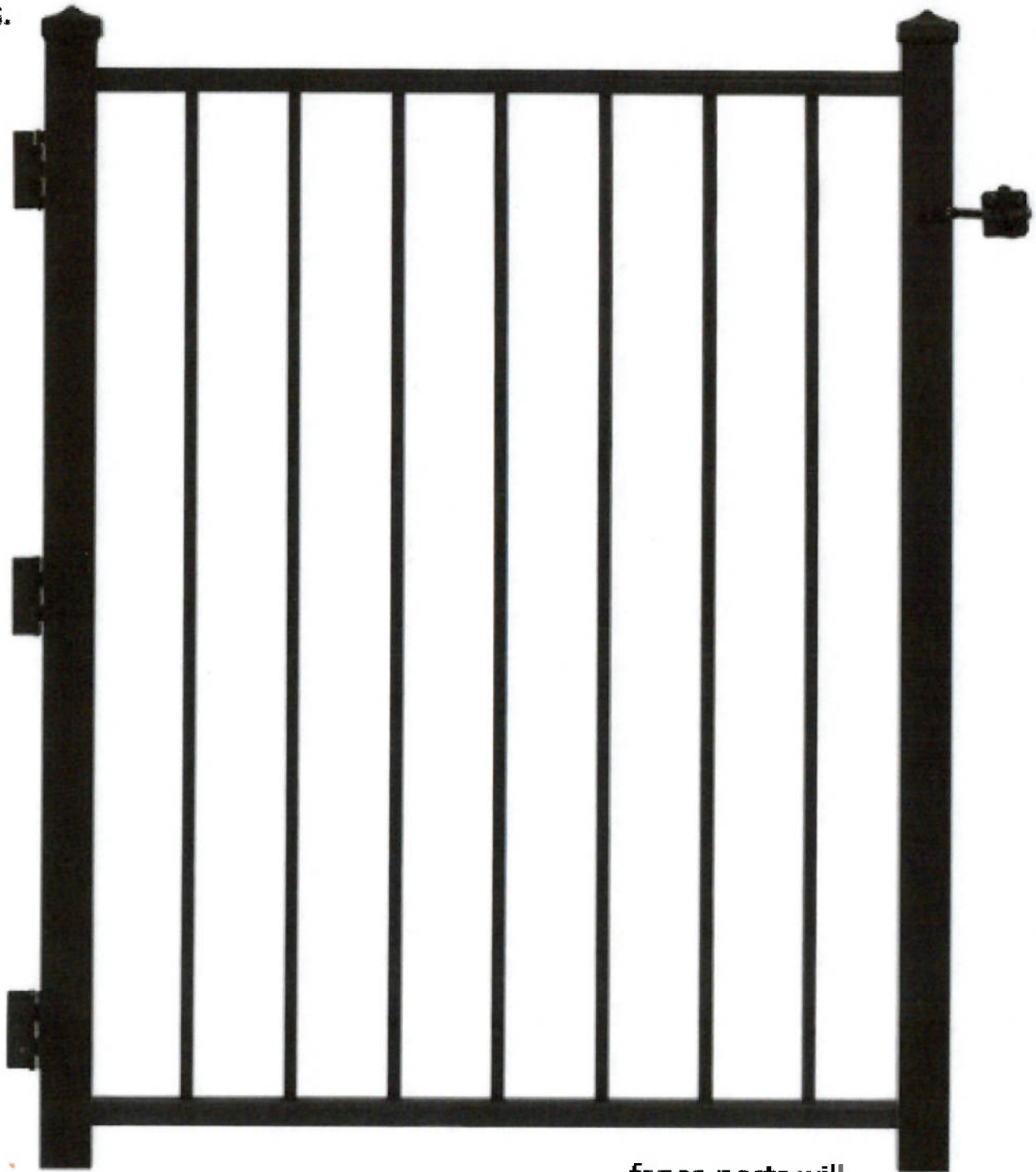
**Parkfairfax**

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"

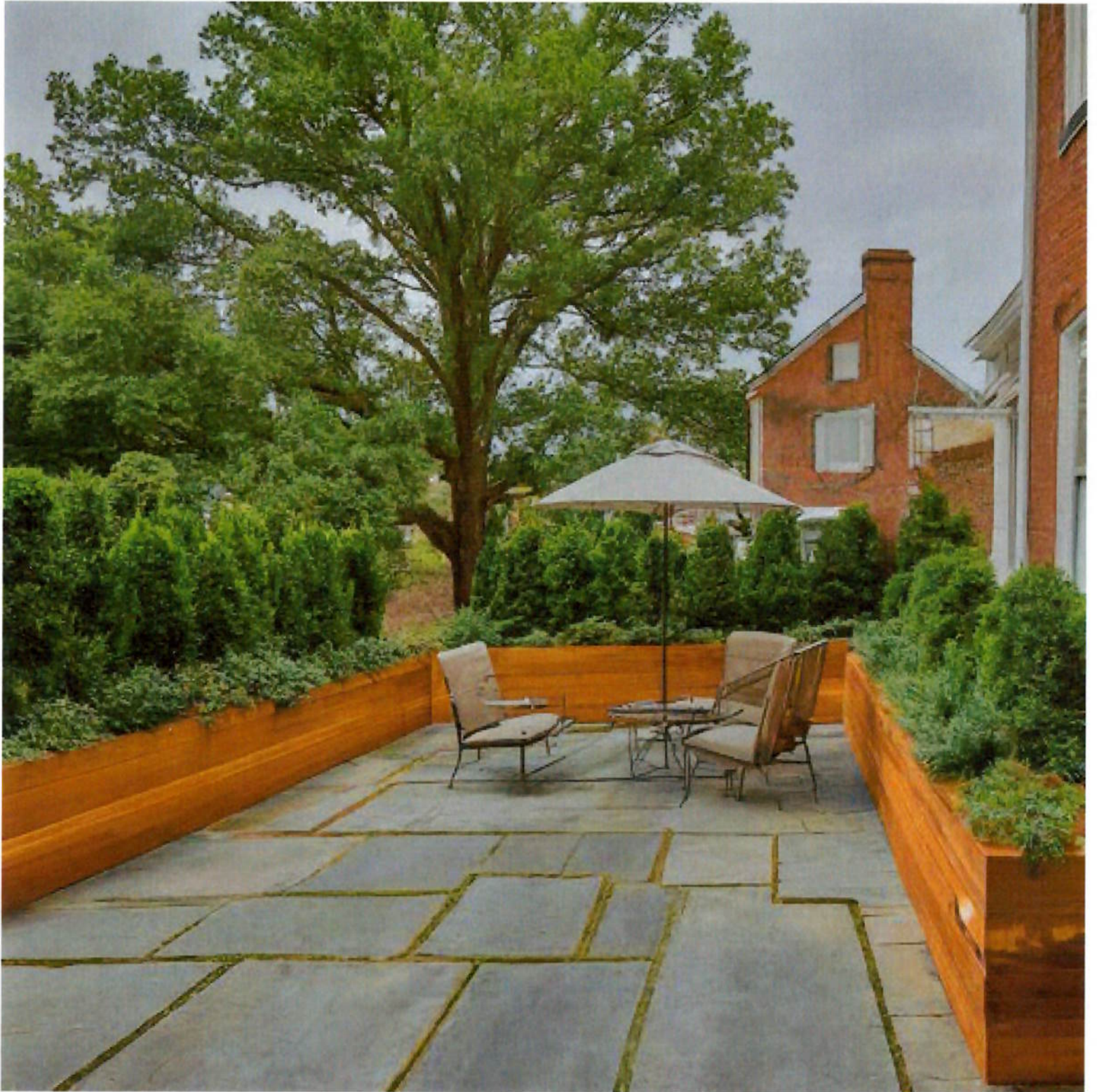
20"

30"

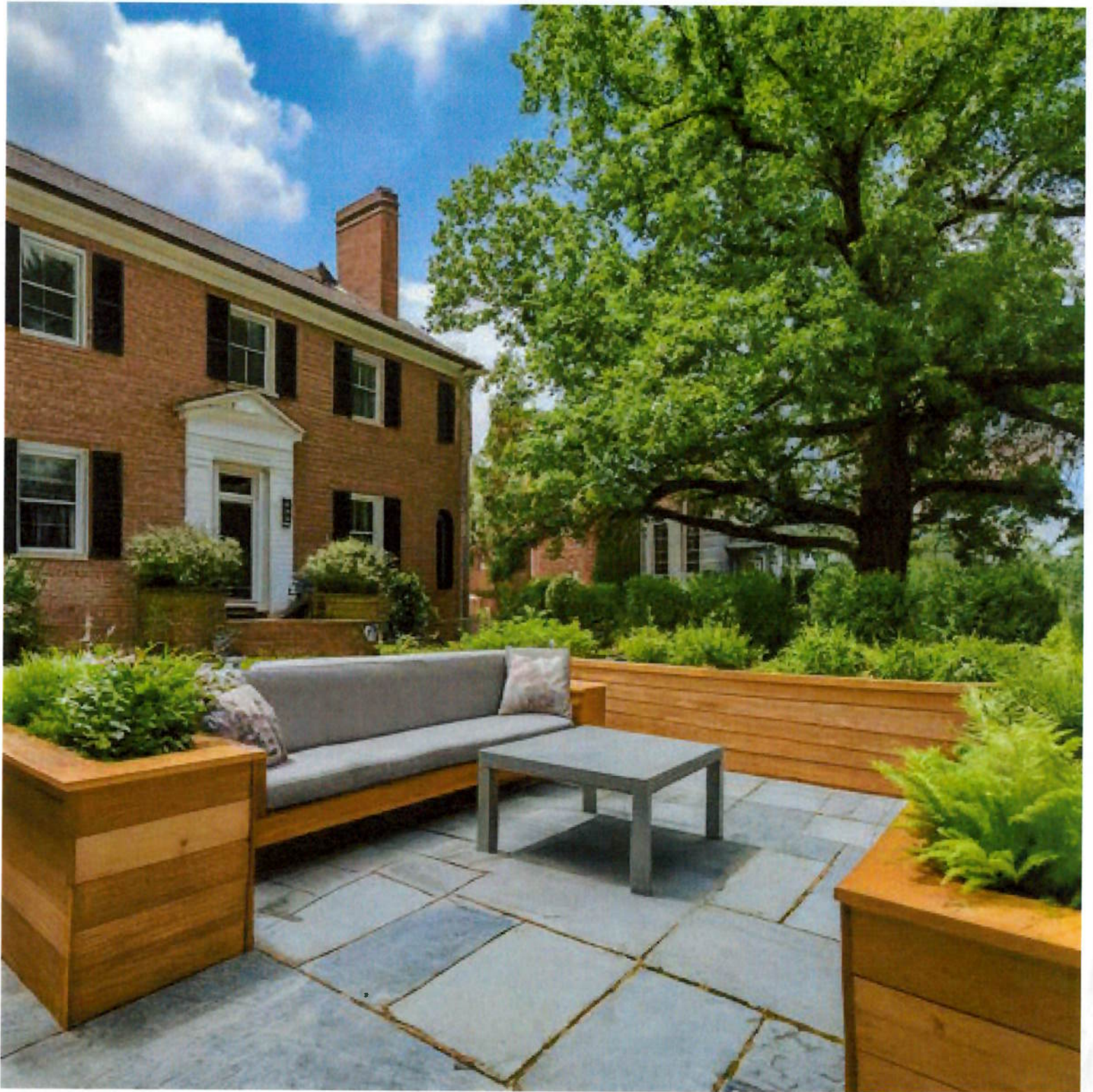
30"















proposed paving

existing patio

existing garden



- 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

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

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For board packet.







Sent from my iPhone



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

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Sent from my iPhone