
Parkfairfax Condominium

Unit Owners Association

3360 GUNSTON ROAD · ALEXANDRIA, VIRGINIA 22302-2198
TELEPHONE (703) 998-6315 FAX (703) 998-8764

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.

NON-ROUTINE CHANGE APPLICATION CHECKLIST

To avoid delays in approval and ensure timely processing, include the information and documentation listed below when submitting your application, if applicable.

Attached

- DRAWING/DIAGRAM WITH SPECIFIC DIMENSIONS OF PROPOSED CHANGES**
- ALL CONTRACTORS' LICENSES AND CERTIFICATES OF INSURANCE.** All applications that have work being done by a contractor must have a copy of all contractors' licenses and certificates of insurance.
- ALEXANDRIA CITY PERMIT – BUILDING PERMIT** (if required, see Page 2)
- ALEXANDRIA CITY PERMIT – MECHANICAL PERMIT** (if required, see Page 2)
- ALEXANDRIA CITY PERMIT – ELECTRICAL BUILDING PERMIT** (if required, see Page 2)
- ALEXANDRIA CITY PERMIT – PLUMBING PERMIT** (if required, see Page 2)
- NAME OF EACH PLANT.** If planting, include the name of each plant either on the diagram or on a separate sheet noting the location of each plant.
- PROOF OF NEIGHBOR NOTIFICATION.** If plantings are part of a common element extended garden, the Covenants Director must notify affected neighbors.
- HVAC (CONTRACT AND DIAGRAM OF LOCATION).** If installing a central packaged split system electric heat pump, the contractor must meet with association staff to determine location of condenser.
- COVENANTS APPLICATION FOR NON-ROUTINE CHANGES.** A signed application must be included (Page 3).
- NOTARIZED INDEMNIFICATION AGREEMENT.** A signed and notarized Indemnification Agreement must be included with the Covenants Application for Non-Routine Changes (Page 4).

PARKFAIRFAX 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 or the Parkfairfax website.

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 may 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 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 detached 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 and Commonwealth of Virginia to which the property is subject. Further, nothing contained herein will be construed as a waiver or modification of any restriction. It is solely the Unit Owner's obligation to comply with all laws, codes and regulations.
2. All proposed improvements must meet local and state building codes and local zoning codes. Applications for local building permits are your responsibility.
3. All Non-Routine Change Applications that have work being done by a contractor must have a copy of the contractor's license and certificate of insurance
4. All submissions must have:
 - ✓ A signed Covenants Application for Non-Routine Changes
 - ✓ A signed and notarized Indemnification Agreement (Parkfairfax will notarize at no charge.)
 - ✓ A completed Non-Routine Application Checklist – Page 1
 - ✓ All required accompanying documentation, drawings, contracts, lists, permits, etc.

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 that also require a permit from the City of Alexandria. This list may not be exhaustive, it is the Unit Owner's obligation to determine whether a permit or other approval from any governmental authority is necessary:

CHANGE	PERMITS REQUIRED
Wood Deck	Building Permit is required if height will exceed 16" above grade
Patio	Building Permit is required If height will exceed 16" above grade or if a retaining wall is holding back 24" or more of soil
HVAC Split System Heat Pump	Electrical and Mechanical Permits are required
Combination of one or more units	Building and Electrical Permits are required (Plumbing Permit is also required if work involves kitchen, bathroom, or washer/dryer)
Subdivision of units	Building and Electrical Permits are required (Plumbing Permit is also required if work involves kitchen, bathroom, or washer/dryer)

PARKFAIRFAX COVENANTS APPLICATION FOR NON-ROUTINE CHANGES

Date: _____ Unit Owner(s): _____
Building #: _____ Unit Address: _____
Model: _____ Phone #: _____
Owner's Address (if different) _____

BE SURE TO READ THE APROPRIATE SPECIFICATIONS FOR THE WORK BEING PERFORMED.

I WISH TO INSTALL OR REPLACE THE FOLLOWING (Mark the applicable boxes)

- | | |
|--|---|
| <input type="checkbox"/> Patio | <input type="checkbox"/> Brick Modifications |
| <input type="checkbox"/> Deck | <input type="checkbox"/> Subdivision of units |
| <input type="checkbox"/> Gate | <input type="checkbox"/> Combining of two or more units |
| <input type="checkbox"/> Arbor | <input type="checkbox"/> Common Element Extended Garden |
| <input type="checkbox"/> Trellis | <input type="checkbox"/> Planting/landscaping (side or front of unit) |
| <input type="checkbox"/> Alteration to A/C sleeve | <input type="checkbox"/> Planting/landscaping in limited common element (rear patio area) |
| <input type="checkbox"/> Resident Installed Walkway | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> HVAC/Central System Package | |

NOTE: All of the changes listed here require the inclusion of drawings and a detailed description of the proposed changes.

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 and the Commonwealth of Virginia.
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 at any time 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 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.
7. 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.
8. I agree to notify the Covenant's Director in writing within 30 days of completing construction and to schedule a follow-up inspection to ensure my compliance with Parkfairfax specifications.

Unit Owner Signature: _____ Date: _____

Unit Owner Signature: _____ Date: _____

ACTION TAKEN: Approved Deferred Disapproved

Preliminary Approval – Subject to receipt of City Permit(s) and Inspection

Final Approval – Copy of City Permit(s) and Inspection received

Stipulations/Reason for Denial:

Date: _____

Signature: _____

(Parkfairfax Covenants Director)

INDEMNIFICATION AGREEMENT AND COVENANT

THIS INDEMNIFICATION AND COVENANT AGREEMENT is made this ____ day of _____, 20 ____, by and between _____ ("OWNER"), and the PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION, ("ASSOCIATION"). WITNESSETH: WHEREAS, Owner is the Unit Owner of condominium Unit No. _____ in Parkfairfax Condominium located at (address) _____ 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 508, as amended, among the land records of the City of Alexandria, Virginia) with responsibility for maintaining the Common Elements of the Condominium and enforcing the provisions of the Condominium Instruments; AND WHEREAS, the Condominium Instruments require the approval of the Board of Directors of the Association prior to the making of any alterations by the Unit Owner affecting the Common Elements; AND WHEREAS, Owner wishes to make alterations affecting the Common Elements and has approval therefore; AND WHEREAS, The Board of Directors of the Association will not approve such alterations in the absence of an indemnification against damages and assumption of responsibility by Owner; AND WHEREAS, In order to induce the Board of Directors of the Association to grant such approval owner is willing to indemnify the Association and affected Unit Owners and assume responsibility for damages. NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Installation, alteration or removal of _____ (specify) must be in accordance with any and all Guide Specifications and Exhibits approved by the Board of Directors.
2. Owner undertakes, on behalf 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 any 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 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 SIGNATURE: _____ OWNER SIGNATURE: _____

STATE OF VIRGINIA. CITY OF ALEXANDRIA)

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

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

_____(Seal)

My commission expires: _____

NOTARY PUBLIC