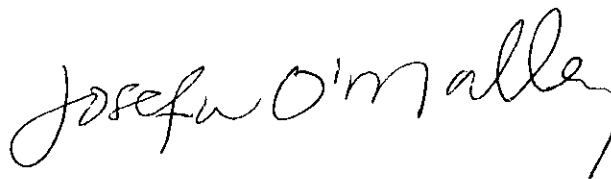


April 13, 2013 Alexandria City Council Public Hearing

Documents from Public Discussion Speaker #3

Speaker #3 Josefa E. O'Malley



1225 Martha Custis Drive #513
Alexandria, VA 22302
(703) 931-2564

Ms. O'Malley is speaking on her behalf as well as that of the Parc East Condominium community. She both lives there and is a Director on the Condo Board.

Attached Documents

Tab 1 Request to Mayor, Deputy Mayor and Council Members to review City action

Tab 2 Mandatory questionnaire for obtaining a home mortgage: see item #9

Tab 3 Responses from the City

Tab 4 Request to City for explanation and relief



1225 Manha Custis Drive, Alexandria, Virginia 22302

Phone: (703) 671-9000

FAX: (703) 820-3038

January 23, 2013

Dear Mayor Euille;

On behalf of the 290 residential and commercial owners comprising the Parc East community, we request your help to rectify an unfortunate situation created by the City government that is within your power to correct. Despite our best efforts, it has dragged on for months and we are very concerned.

As you will see from the enclosed correspondence, we contacted the City several times during the Fall of 2012, including writing directly to a longstanding member of the Council who in the past has proven to be approachable, objective, and effective. We have called and sent emails, yet the situation has not improved. We are now also becoming frustrated and so we are grateful for your attention.

We are available to meet with you at your convenience if that will help you resolve this most important matter. We look forward to your timely response.

Sincerely,

A handwritten signature in dark ink, appearing to read 'David Rich'.

David Rich/President
Parc East Condominiums

CC: Councilman John Chapman
Councilman Timothy Lovain
Councilwoman Redella Pepper
Councilman Paul Smedberg
Councilman Justin Wilson

PARC EAST CONDOMINIUM

1225 Martha Custis Drive, Alexandria, Virginia 22302
Phone: (703) 671-9000
FAX: (703) 820-3038

September 26th, 2012

Redella S. Pepper
301 King Street, Room 2300
Alexandria, VA 22314

Dear Councilwoman Pepper,

On behalf of the 290 residential and commercial owners who comprise the longstanding Parc East Condominium community and its Board of Directors, I am writing you to express our strong objections to action taken by the City of Alexandria unlawfully encumbering the deed to a unit in our condominium, moreover, without notice to us and without our permission.

We were shocked and distressed when we discovered the City had taken this outrageous action. We contacted the City promptly, and the response from the City's attorney was unsatisfactory. We therefore request a meeting with you to learn how you intend to correct this situation. You may consider this our appeal of this action. We feel that this action maybe unlawful and possibly unconstitutional as we are unaware of any City Council resolution authorizing this unprecedented interference with private property.

In early 2012, it appears that the City of Alexandria, rather than placing the noted restrictions in a contract with the purchaser who agreed to them, instead inserted them in the deed without our knowledge and approval and without any apparent legal authority to do so, thereby harming the legitimate interests of everyone else in the Parc East community. As a result of this improper action, this unit can no longer be sold at fair market value in an improved market. Instead, it must be sold at a discount no matter what it is worth and this artificially-lowered price will reduce the appraised value as well as the selling price for all units because this discounted value will be a comparable. This unfairly lowers our property values and may make it difficult for existing owners to re-finance their units. It reduces our resale values. And at a time when the City resources are strained and the needs of its citizens are great, this reduces the City's tax base. We would like to understand how this makes sense in the current market climate?

I am sure you understand that we request this meeting to occur as soon as possible. We are grateful for your attention to this serious matter. You are welcome to meet at Parc East with our Board of Directors and our community at our next scheduled monthly Board meeting which is on Tuesday, October 16th, at 7 pm, and help understand how this matter can be rectified. Your presence would be greatly appreciated since it would give us an opportunity to hear directly from you on this matter. We know, however, that you are very busy so if this is not convenient, I will plan to meet with you in your office at

a time we arrange, to be joined by those members of the Parc East Board who can make themselves available to attend.

Thank you in advance for your prompt attention to this serious matter. I look forward to your correcting this situation and to our meeting.

Sincerely,

A handwritten signature in dark ink, appearing to read "David Rich", written over a faint horizontal line.

David Rich, President
Parc East Board of Directors

[cc s to KPA; Segon, Mason & Mason, P.C.]

Homeowner's Association Certification

Bank of America

Doc Type: PRO

- 2
- b) If yes, what is the amount of monthly dues each unit pays toward the Master Association? \$ _____
- c) What is the legal type of the Master association?
- ☐ Planned Development Master or
- ☐ Condominium Master or
- ☐ Multi-Condominium Master
- 4 Title to the units is held as (check one of the following):
- ☒ Fee Simple
- ☐ Leasehold (If leasehold, please attach a copy of the Ground Lease)
- 5 What is the date that the first unit closed? _____
- 6 Year built or estimated completion date 1972
- 7 Is the project a conversion?
- Was the project converted during the past three years? ☐ Yes ☒ No
- a) If yes, did the conversion include a complete gut and rehab of all the building mechanicals and interior components? ☐ Yes ☐ No
- b) If not a gut/rehab conversion, attach a copy of the original architect or engineer's report that was obtained at the time of conversion. ☐ Attached ☒ N/A
- 8 Is the project listed on the National Register of Historic Places or within a historic district? ☐ Yes ☒ No
- 9 Are any of the units in the project subject to Affordable Housing Deed Restrictions or Resale Restrictions?
- a) If yes, provide a copy of the restriction documents. ☐ Attached ☒ N/A
- b) Number of affordable housing/deed restricted units in the project _____
- c) Identify the unit number(s) _____
- 10 Does the project include any rent controlled stabilized units?
- If yes, how many units? _____
- 11 Is the project a legally-phased project?
- If yes, attach a separate spreadsheet and list the phase numbers, building numbers in each phase, and the number of units in each phase: ☐ Attached ☒ N/A
- 12
- | Phase number | Total number of phases | | Total number of buildings in the project | |
|--|---------------------------|--------|--|---------------------------|
| Identify all building numbers for the phase | | | | |
| Total number of units in the phase | | | Total number of units in the project | |
| Total number of units in the phase which are substantially complete* | | | Total number of units in the project which are substantially complete* | |
| Total number of units for sale | | | Total number of units for sale | |
| Total number of bank-owned units (REO) | | | Total number of bank-owned units (REO) | |
| | Under contract not closed | Closed | | Under contract not closed |
| Total number of units sold | | | Total number of units sold | |
| Total number of investor units | | | Total number of investor units | |
| Total number of owner occupied units | | | Total number of owner occupied units | |
| Total number of second home units | | | Total number of second home units | |
- * Substantially complete is defined as weather tight, exterior painted, and units accessible. The completion of the interior finishes of the individual units is not required.
- 13 Are all units, common elements and amenities in the Project complete?
- a) If NO, are all units, common elements and amenities in the Subject Phase complete?
- b) Date construction was completed for all buildings in the project, and if new, for each legal phase. 1/1/1972
- 14 Do the unit owners have sole ownership in and exclusive right to use the project facilities?
- If no, provide a copy of any use agreements/easements for recreational amenities, parking, facilities, and services. ☐ Attached ☒ N/A
- 15 Is the project subject to additional phasing, annexation or add-ons? ☐ Yes ☒ No
- 16 Does any single entity, individual, or group own more than 10% of the total units in the project?
- If yes, indicate the number of units in excess of 10% which are owned by each entity, individual or group. ☐ Yes ☒ No

Parc East

From: Parc East <parceastcondos@comcast.net>
Sent: Wednesday, October 31, 2012 12:32 PM
To: DELPepper@aol.com
Subject: FW: COA Contact Us Confirmation Message
Attachments: 4a32ecd1de71b2806aae50e164226003.docx; DOC103112.pdf.pdf

Importance: High

Dear Ms. Pepper;

You had called me recently and left a message regarding the email below, and the above attachment. I returned your call, leaving a message, but I have not heard back from you.

In addition to the email below, we now have a new dilemma facing us. Please see the additional attached page of a questionnaire from Bank of America, specifically question #9. I must answer "yes" to this question, and have no idea what the ramifications of this answer will be.

Your prompt action in resolving this matter would be greatly appreciated. Please provide a written response to the attached letter and this email so that I can share it with the Board of Directors. Time is of the essence; as you can see from the questionnaire, we will be faced with on-going challenges until this issue is resolved.

Regards,

Liz Fernandez CMCA[®], AMS[®]

On-Site Manager, Parc East Condominium

1225 Martha Custis Drive

Alexandria, VA 22302

Visit us on the web at www.parceastcondos.webs.com



OFFICE OF THE CITY ATTORNEY

301 KING STREET, SUITE 1300
ALEXANDRIA, VIRGINIA 22314

JAMES L. BANKS, JR.
CITY ATTORNEY

CHRISTOPHER P. SPERA
DEPUTY CITY ATTORNEY

JILL A. SCHAUB
SENIOR ASSISTANT CITY ATTORNEY

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ASSISTANT CITY ATTORNEYS
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CHRISTINA ZECHMAN BROWN
GEORGE McANDREWS
MARY ELLIOTT O'DONNELL
MEGHAN S. ROBERTS
HEATHER SKEELES-SHINER
KAREN S. SNOW

March 11, 2013

Donna M. Mason
Segan, Mason & Mason, P.C.
7010 Little River Turnpike, Suite 210
Annandale, Virginia 22003

Dear Ms. Mason,

I am writing in response to David Rich's (President, Parc East Condominiums) letter to Mayor Euille, dated January 23, 2013, and Liz Fernandez's (On-Site Manager, Parc East Condominiums) email to Lillian Thompson, dated March 4, 2013.

In response to the above correspondence, the City of Alexandria, Virginia ("City") refers you to my previous letter dated May 30, 2012. The City's position has not changed.

Yours very truly,

Christina Zechman Brown

Christina Zechman Brown
Assistant City Attorney

Enclosure

cc: Mayor William D. Euille
Councilman John T. Chapman
Councilman Timothy B. Lovain
Councilwoman Redella S. Pepper
Councilman Paul C. Smedberg
Councilman Justin Wilson

3



OFFICE OF THE CITY ATTORNEY

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KAREN S. SNOW

May 30, 2012

Donna M. Mason
Segan, Mason & Mason, P.C.
7010 Little River Turnpike, Suite 210
Annandale, Virginia 22003
VIA ELECTRONIC MAIL: dmason@seganmason.com

Re: 1225 Martha Custis Drive, #412, Alexandria, Va 22302
Owner: Shanna Marie Koch
Condominium: Parc East Condominium

Dear Ms. Mason,

I am writing in response to your letter dated May 18, 2012.

The City of Alexandria, Virginia ("City") provided Shanna Marie Koch a loan to assist her with her purchase of the property located at the above address. As part of the loan from the City, Ms. Koch also executed the Deed of Declaration of Covenants, Conditions and Restrictions ("Declaration"). The City requires the execution of the Declaration by any individual(s) who receives a loan from the City to assist with the purchase of a home under its Homeownership Assistance Program or Moderate Income Homeownership Program.

It is the City's position that the execution of the Declaration was a transaction between the City and Ms. Koch and there was no requirement that the Parc East Condominium Unit Owners Association ("Association") be a party to the loan or Declaration nor that the Association approve the loan or Declaration.

Also, you have provided no law or regulation that states that the execution and recordation of the Declaration is improper or illegal. Nor have you provided any condominium documents that state that the execution and recordation of the Declaration is a violation of said

Ms. Donna Mason

May 30, 2012

Page 2

documents. Given the foregoing, it is the City's position that its Declaration, as executed and recorded, does not violate the Association's rights.

In regard, to your statements about the conflict between the timing requirements for the recordation of the lien under the Condominium Act and notice under the Declaration; I believe you are asserting that Declaration Article II.D. conflicts with Code of Virginia § 55-79.84(C). Article II.D. states, "... other parties who have or may seek to place a lien on the Property shall provide the City written notice of any delinquency or other event of default under the ... other instrument or agreement that may permit a lien to be filed against the Property, and shall offer the City or its designee the right to cure such delinquency or other event of default within a period of ninety (90) days immediately after receipt by the City of such notice." Code of Virginia § 55-79.84(C) provides in part, "The unit owners' association, in order to perfect the lien given by this section, shall file before the expiration of 90 days from the time the first such assessment became due and payable in the clerk's office of the circuit court in the county or city in which such condominium is situated, a memorandum." Further, Code of Virginia § 55-79.84(D) states, "No suit to enforce any lien perfected under C shall be brought or action to foreclose any lien perfected under subsection I shall be initiated after 36 months from the time when the memorandum of lien was recorded." Nothing in the language of the Declaration would prevent the Association from filing its memorandum of lien for unpaid assessments in the first place. Further, since under the Code of Virginia, the Association has up to 36 months to enforce or foreclose its lien, the City's cure rights would expire by the time the Association enforced or foreclosed its lien. Regardless, the City is willing to modify this provision in order to relieve the perceived conflict.

Finally, as to your assertions regarding foreclosure, I believe you are addressing an enforcement action that may be taken by the Association if there are unpaid assessments at some point in the future. If so, the Association's rights would be adjudicated pursuant to Code of Virginia § 55-79.84 at such time.

Please feel free to contact me if you would like to discuss this matter further.

Yours very truly,



Christina Zechman Brown
Assistant City Attorney

cc: Mildrilyn Davis, Housing.

Shanna Marie Koch, 1225 Martha Custis Drive, #412, Alexandria, Virginia 22302.

SEGAN, MASON & MASON, P. C.

ATTORNEYS AT LAW

SUITE 270, ANNANDALE FINANCIAL CENTER
7010 LITTLE RIVER TURNPIKE
ANNANDALE, VIRGINIA 22003
(703) 354-9170

FAX: (703) 750-9386

e-mail: firm@seganmason.com

web: www.seganmason.com

ROBERT J. SEGAN (VA, DC)
DONNA M. MASON (VA, DC, MD)
WILLIAM BRADLEY MASON, JR. (VA, MD)
AIMEE T. H. KESSLER (VA, MD, DC)
ANDREW P. HILL (VA)
LAURA C. REEDER (VA)

May 18, 2012

Christine Zechman Brown, Attorney
Office of the City Attorney
301 King Street #1300
Alexandria, VA 22314

Re: 1225 Martha Custis Drive, #412, Alexandria, VA 22302
Owner: Shanna Marie Koch
Condominium: Parc East Condominium

Dear Ms. Brown:

Our firm represents the Parc East Condominium Unit Owners Association. Recently, the on-site manager for the Parc East Condominium became aware after processing a recent transfer that on April 27, 2012, the City of Alexandria and the purchaser of the above unit, Shanna Marie Koch ("Ms. Koch") recorded a Deed of Declaration of Covenants, Conditions and Restrictions ("Restrictions") as Instrument No. 120008714 without the knowledge or consent of the Board of Directors of the Parc East Condominium Unit Owners Association ("Parc East"). It is the position of Parc East that neither the City of Alexandria nor Ms. Koch had the authority to effectively convert this unit into an ADU property without the consent of Parc East.

After our discussion today, it was your position that the Restrictions the City of Alexandria recorded were not creating an ADU property but were simply an agreement between the City and the new owner as a condition for Ms. Koch to receive the HAP loan. It was also your position that the Restrictions have no effect on Parc East and therefore their consent is not required.

I first would like to address the position that what the City recorded was not creating an ADU unit. I am attaching a sample copy of ADU Covenants from the Fairfax County website. As you will see on page one "Introduction" it states "This Declaration of Affordable Dwelling Units Covenants (the Declaration of Covenants) must be recorded on all for-sale ADUs in a development simultaneously with and immediately following the recordation of the final subdivision plat, or in the case of a condominium, recorded simultaneously with and immediately following the condominium declaration." As you can see from the form for ADU

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SEGAN, MASON & MASON, P. C.
ATTORNEYS AT LAW

May 18, 2012

Page 2

Declaration posed by Fairfax County that the form being used by the City of Alexandria for the HAP loans is almost identical. The form itself is so similar that it even refers to Ms. Koch as a "Declarant" and has her sign in the same manner. Ms. Koch is most certainly not the Declarant Developer. Most importantly, the Restrictions recorded by the City of Alexandria, as with an ADU unit, restrict lien holder rights by requiring a 90 day period to cure prior to the ability to file a lien; restrict resale price; impose rights of first refusal to the City; and limit household income for owners of the designated unit. All of these Restrictions directly impact the rights of Parc East.

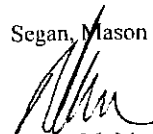
Parc East is directly affected by the above restrictions as follows. Primarily, the Virginia Condominium Act requires that a condominium lien be recorded **within 90 days of the delinquency**. However, the Restrictions require that the City receive 90 days notice to cure a delinquency. Since these two are in conflict, it would be impossible for Parc East to ever lien the entire year and comply with the Virginia Condominium Act restriction. Furthermore, one of the important collection avenues available to Parc East is a foreclosure of a unit for nonpayment of condominium assessments. These Restrictions severely impact on the ability of Parc East to exercise their rights of foreclosure by imposing rights of first refusal as well as capping the sales price of the unit and imposing conditions as to income for a future owner.

Parc East is requesting that these Restrictions be removed from this unit since they were recorded without the consent of Parc East. If it is the City's position that the City has the ability to convert existing condominium units into ADU units which the City is effectively doing by the recording of the Restrictions, Parc East intends to seek a Court Order to have these Restrictions removed as being in conflict with the prior recorded Declaration of Parc East as well as seeking recovery for the legal fees and cost expended seeking this remedy.

We would ask that the City of Alexandria's position be communicated to us no later than May 30, 2012 so the Board of Directors for Parc East can determine their course of action. Feel free to contact me by e-mail at dmason@seganmason.com or my direct line is 703-333-5646.

Very truly yours,

Segan, Mason & Mason, P.C.



Donna M. Mason

DECLARATION OF COVENANTS TO BE USED BY FOR-SALE AFFORDABLE
DWELLING DEVELOPMENTS

INTRODUCTION

This Declaration of Affordable Dwelling Units Covenants (the Declaration of Covenants) must be recorded on all for-sale ADUs in a development simultaneously with and immediately following the recordation of the final subdivision plat or, in the case of a condominium, recorded simultaneously with and immediately following the condominium declaration. The ADU Notice of Availability and Offering Agreement cannot be executed until this is done. Evidence that the Declaration of Covenants document has been recorded, in the form of a copy of the applicable recorded Declaration of Covenants document, must be submitted with the ADU Offering Agreement before ADUs in a development can be sold.

The Declaration of Covenants document requires two attachments to be prepared by the developer (Declarant). Exhibit A is a legal description of the property (development) which is subject to the requirements of the ADU Ordinance. Exhibit B is a legal description of the specific lots or units within the development on which the ADUs are being (or have been) constructed.

The Declaration of Covenants document must be signed by an authorized representative of the property owner/developer, notarized and recorded in the land records of Fairfax County, Virginia.

To be Used by For-Sale Affordable Dwelling Developments

To be recorded immediately following the Deed of Dedication and Subdivision /
Condominium Declaration for all for-sale affordable dwellings

Revised as of July 2, 2002

And further revised as of February 28, 2006

And further revised as of March 5, 2009

**DECLARATION OF AFFORDABLE
DWELLING UNITS COVENANTS**
(For-Sale Developments)

THIS DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS

("Declaration" or "Covenants") is made as of the ____ day of _____, 20____, by

("Declarant") ("GRANTOR" for indexing purposes only), the owner of certain property
("Property") located in Fairfax County, Virginia as described on Exhibit A attached hereto
and a part hereof. As provided for herein, among other things, the Declarant irrevocably
transfers, conveys, and assigns to the Fairfax County Redevelopment and Housing Authority
and its successors ("Authority") ("GRANTEE" for indexing purposes only) all right, title and
interest to enforce and maintain in full force and effect, the terms, conditions, and
requirements of these Covenants.

RECITALS

R-1. On December 11, 1989, the Board of Supervisors of Fairfax County, Virginia
established an Affordable Dwelling Unit Program, as further amended and effective
on March 31, 1998, July 2, 2002, January 31, 2004, September 14, 2004, February 28,
2006, and February 28, 2007 ("Program"), to assist in providing affordable housing
for persons with low and moderate income.

R-2. The Program is intended to be administered in accordance with Part 8, Article
2 of the Fairfax County Zoning Ordinance and the regulations established with respect

thereto (that ordinance, together with those regulations, as the same may be amended from time to time, are collectively referred to hereinafter as the "Ordinance").

R-3. The Ordinance requires, in pertinent part, that owners of certain land zoned to certain zoning districts and to be developed into fifty or more residential dwelling units shall provide a number of affordable dwelling units (collectively, the "Affordable Dwellings", each individually referred to as an "Affordable Dwelling") for sale to qualified purchasers, all in accordance with and under the conditions set forth in the Ordinance.

R-4. Declarant has agreed that in consideration of benefits conferred upon Declarant under the Ordinance and in compliance with Declarant's obligations under the Program, the land described on Exhibit B attached hereto and made a part hereof, together with all improvements thereon (collectively, the "ADUs", each individually referred to as an "ADU"), shall be designated as the Affordable Dwellings on the Property in compliance with the Ordinance.

R-5. The Ordinance provides that no Affordable Dwellings shall be offered for sale to the general public until after the date on which all of the time periods referenced in Section 2-810 of the Ordinance have expired ("Availability Date") and the requirements therein have been fulfilled regarding the right to acquire Affordable Dwellings conferred by the Ordinance on (i) the Authority or its successor in interest, (ii) persons who met the income criteria established by the Authority and who had received a Certificate of Qualification from the Authority ("Certified Purchasers") in accordance with the Ordinance, (iii) any non-profit housing groups ("Non-Profit Groups") designated in writing by the County Executive of Fairfax County or the successor to such position ("County Executive"). (The period from the date hereof until the Availability Date is referred to herein as the "Initial Control Period").

R-6. The Ordinance establishes certain conditions, limitations and controls (the "Ordinance controls") on the Affordable Dwellings that are to remain in effect with regard to resale and occupancy of each of the Affordable Dwellings for a period beginning on the date the deed of conveyance from Declarant to the first purchaser of each of the Affordable Dwellings is recorded until 30 years thereafter. In addition, the Ordinance also provides, however, that (a) upon any resale and/or transfer to a new owner of each of the Affordable Dwellings within that first applicable 30 year period of Ordinance controls a new 30 year period of Ordinance controls shall commence on the date of the recordation of such resale or transfer of the applicable Affordable Dwelling and (b) and for each subsequent resale and/or transfer of each such Affordable Dwelling to a new owner within such renewed 30 year period of Ordinance controls a new 30 year period of Ordinance controls shall commence on the date of the recordation of such resale or transfer of the applicable Affordable Dwelling. (each such initial 30 year period of Ordinance controls beginning upon the initial sale of an applicable Affordable Dwelling and each such subsequent 30 year period of Ordinance controls beginning upon such transfer or resale of an applicable Affordable Dwelling shall be referred to individually as a "Renewable Resale Control Period," and collectively, as the "Renewable Resale Control Periods").

R-7. In addition, the Ordinance establishes certain requirements applicable to all the Affordable Dwellings during the period (the "Extended Control Period") which begins as to an applicable Affordable Dwelling upon expiration of the Renewable Resale Control Periods for such Affordable Dwelling and continues until the completion of the first resale of such applicable Affordable Dwelling thereafter. The Extended Control Period requirements establish procedures with regard to the right of the Authority to acquire each of the Affordable Dwellings and the payment of

contributions of a portion of the proceeds from the sale of each Affordable Dwelling to the Fairfax County Housing Trust Fund.

R-8. The expiration of the Renewable Resale Control Periods shall occur as to an applicable Affordable Dwelling only upon the completion by the same owners of an entire 30 year Renewable Resale Control Period, that is, there has been no sale or transfer to a new owner of the Affordable Dwelling during such period of 30 years. The Initial Control Period, the Renewable Resale Control Periods and the Extended Control Period shall be herein collectively referred to as the "Control Periods".

R-9. The Ordinance further provides that with regard to each of the Affordable Dwellings, covenants shall be recorded that will run with the land in favor of the Authority for the Control Periods and that shall specify certain terms and conditions of the Program applicable to each of the Affordable Dwellings.

R-10. In further compliance with the Ordinance under the terms of the Program, Declarant is making this Declaration and these Covenants as set forth below.

NOW, THEREFORE, Declarant hereby declares that the ADUs shall be subject to these Covenants which touch and concern the land and improvements constituting the ADUs as set forth in Exhibit B, that these Covenants shall run with the land, and that these Covenants shall be binding in accordance with the terms herein on Declarant and all Transferees, as such term is defined in the next sentence, of the ADUs until expiration of the applicable Control Periods. For purposes of these Covenants, Transferees shall be deemed all persons and entities that may hereafter acquire any interest whatsoever in any of the ADUs, or any part thereof, from Declarant, or any successor or assign of Declarant, or any other party, whether by sale, lease, assignment, hypothecation or any other means of transfer (any and all of the foregoing means of transfer being herein referred to as a "Transfer"), for the applicable Control Periods.

ARTICLE I
PRE-GENERAL SALE CONTROLS

During the Initial Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the Authority, the Certified Purchasers and the Non-Profit Groups shall have received the notices required by, and shall have been afforded the opportunity to purchase the ADUs in accordance with, Section 2-810 of the Ordinance.

ARTICLE II
ORDINANCE CONTROLS

A. During the Renewable Resale Control Periods, no Transfer of any of the ADUs, or any part thereof, shall be made for any amount, or as security for any amount, or for a sale price, that is in excess of the maximum sales price permitted pursuant to Section 2-812 of the Ordinance.

B. During the Renewable Resale Control Periods, no Transfer of any of the ADUs, or any part thereof, shall be made except in compliance with all other requirements of the Ordinance, including, without limitation, the obligation to offer each of the ADUs exclusively first to the Authority. The owner of each such ADU shall provide the Authority with written notification sent by certified mail that the ADU is being offered for sale. The Authority shall have the exclusive right to purchase such ADU at a purchase price that shall not exceed the control price of the unit at that time as established in accordance with the Ordinance. The Authority shall notify the owner in writing within 30 days after receipt of the written notification from the owner advising whether or not the Authority will enter into a contract to purchase the unit on the form approved by the Authority and subject to certain conditions, such as, but not limited to, acceptable condition of title and acceptable physical and environmental conditions. An all cash closing shall occur within 90 days after receipt by

the Authority of the written notification of the owner offering the ADU for sale, in the event that all such conditions of the contract are satisfied. The Authority may either take title to the ADU and amend and restate the covenants applicable to that unit to make the covenants consistent with the then current provisions of Ordinance or may assign the contract of purchase to a qualified homebuyer with a condition of the assignment being that such amended and restated covenants would be recorded and effective as express terms of the deed of resale. With respect to ADUs acquired by the Authority, the resale price shall include an increase in the amount of one and one-half percent (1½%) of the otherwise applicable control price as established in accordance with the Ordinance as an allowance for the Authority's marketing and transaction costs. With respect to ADUs contracted for purchase by the Authority and for which the contract has been assigned by the Authority, the resale price shall also include an increase in the amount of one and one-half percent (1½%) of the otherwise applicable control price as established in accordance with the Ordinance as an allowance for the Authority's marketing and transaction costs, which one and one-half percent (1½%) of the resale price shall be paid to the Authority at the time of the settlement of the resale of each such ADU as part of the disbursement of settlement proceeds. ADUs so acquired/contracted for purchase by the Authority shall be resold to qualified homebuyers in accordance with the Program.

C. For the first sale of each of the ADUs after expiration of the Renewable Resale Control Periods with respect thereto (the "First Applicable ADU Resale"), such ADU shall first be offered exclusively to the Authority for 60 days. The owner of each such unit shall provide the Authority with written notification sent by registered or certified mail that the unit is for sale. To the extent the net sales price paid by the purchaser of the First Applicable ADU Resale, whether such purchaser is the Authority or another party if the Authority does not exercise its right to purchase after the expiration of the Renewable Resale Control Periods as provided herein, exceeds the purchase price for that ADU paid by the immediate prior

purchaser thereof, as such net sales price and such purchase price shall have been adjusted in accordance with the Ordinance, one-half (1/2) of such excess shall be contributed at the time of closing on the First Applicable ADU Resale to the Fairfax County Housing Trust Fund with the balance of such excess made available to the ADU seller.

D. During the Control Periods, each of the ADUs shall be subject to all the provisions of the Ordinance.

E. During the Control Periods, this Declaration and these Covenants shall be senior to all instruments securing financing with respect to an ADU, and this Declaration and these Covenants shall be binding upon all assignees, mortgagees, purchasers and other successors in interest, except that this Declaration and these Covenants shall be released in the event of foreclosure by an Eligible Lender, as such term is defined in the next sentence, as and only to the extent provided for in Section 2-812(8)(B) of the Ordinance. An Eligible Lender is defined as an institutional lender holding a first priority purchase money deed of trust on an ADU or a refinancing of such institutionally financed purchase money deed of trust by an institutional lender, provided that such refinancing does not exceed the outstanding principal balance of the existing purchase money first trust indebtedness on the ADU at the time of refinancing.

F. During the Control Periods, every Eligible Lender and every other lender secured by an ADU or other parties who have or may seek to place a lien on any of the ADUs shall provide the County Executive and the Authority written notice of any delinquency or other event of default under the deed of trust or mortgage, or other instrument or agreement that may permit a lien to be filed against any of the ADUs, and shall offer the Authority the right to cure such delinquency or other event of default within a period of 90 days immediately after receipt by the Authority of such notice, and all financing documents with respect to each of the ADUs shall so provide.

G. During the Control Periods, no sale, transfer or foreclosure of an ADU shall affect the validity of this Declaration and these Covenants, except as expressly set forth in the provisions of the Program as set forth in the Ordinance.

II. During the Control Periods, each Eligible Lender and any other lender secured by an interest in the ADU, prior to foreclosure upon an ADU, shall provide the County Executive and the Authority at least 90 days prior written notice thereof.

1. During the Control Periods, the financing of each of the ADUs shall comply with all of the provisions of Section 2-812(8)(B) of the Ordinance as they may be amended from time to time. In addition to the provisions stated above in this Article II of the Declaration, during the control periods each ADU is subject to, and shall also comply with, the following in accordance with Section 2-812(8)(B) of the Ordinance:

1. The total aggregate amount of principal and accrued interest for all financing secured by an ADU shall not exceed the owner's purchase price (as adjusted in accordance with Section 2-812(2)(4) of the Ordinance). Any financing in excess of the owner's purchase price (as adjusted in accordance with Section 2-812(2)(4) of the Ordinance) shall not be secured by any interest in the applicable ADU.

2. An Eligible Lender shall have the right to foreclose on an ADU and these Covenants on the ADU shall terminate upon such foreclosure by the Eligible Lender in the event that the ADU is sold by a trustee on behalf of the Eligible Lender to a bonafide purchaser for value at a foreclosure sale and all the requirements of the Program as set forth in the Ordinance and these Covenants, and applicable regulations with respect to such foreclosure sale are satisfied. Such requirements include, but are not limited to, the Eligible Lender with respect to an ADU having provided the County Executive and the Authority written notice of the foreclosure sale proposed

and having provided the Right to Cure and the Right to Acquire, as such terms are defined below.

3. Each Eligible Lender with respect to an ADU shall also provide a right to cure any delinquency or default subject to the foreclosure notice given to the County Executive and the Authority as provided in Section F above (Right to Cure), and a right to acquire an ADU subject to the foreclosure notice given to the County Executive and the Authority as provided in Section H above (Right to Acquire). The Right to Cure and/or the Right to Acquire, as applicable, may be exercised by the Authority, or by a nonprofit agency designated by the County Executive in the event the Authority elects not to exercise its rights, at any time during such 90 day period after the Authority has received notice of the delinquency or default or of the proposed foreclosure up to and including at such foreclosure sale. An ADU so acquired shall be acquired for the purpose of resale of such ADU to persons qualified under the Program and not for conversion of the ADU to a rental unit. The Right to Acquire shall entitle the Authority or the nonprofit agency designated by the County Executive to acquire the ADU at or before any foreclosure sale for which such notice has been given upon payment in full of the outstanding indebtedness on the ADU owed to the Eligible Lender including principal, interest, and fees that together in the aggregate do not exceed the amount of the owner's purchase price (as adjusted in accordance with Section 2-812(2)(4) of the Ordinance), and other reasonable and customary costs and expenses (the Outstanding First Trust Debt), and no owner, prior owner or other party, whether secured or not, shall have any rights to compensation under such circumstances.

4. In the event that neither the Authority nor the nonprofit agency designated by the County Executive exercises the Right to Acquire and the ADU is sold for an amount greater than the Outstanding First Trust Debt, one-half (1/2) of the amount in excess of the Outstanding First Trust Debt shall be paid to the Fairfax County Housing Trust Fund to promote housing affordability in Fairfax County as part of the disbursement of settlement proceeds.

5. All financing documents for financing secured by an ADU shall state that the Eligible Lender's financing provides the Right to Cure and Right to Acquire which may be exercised by the Authority, or by a nonprofit agency designated by the County Executive in the event the Authority elects not to exercise its rights, at any time during such 90 day period after the Authority has received notice, as applicable, of the delinquency or default or of the proposed foreclosure up to and including at such foreclosure sale.

J. During any Renewable Resale Control Periods, upon any resale and/or Transfer of any of the ADUs to a new owner the prices for each subsequent resale and/or Transfer to a new owner shall be controlled for a new 30 year period commencing on the date of such resale or Transfer of the applicable ADU.

K. During the Extended Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the Authority shall have been given the exclusive right to acquire the ADU in accordance with Section 2-812(5) of the Ordinance.

ARTICLE III

PRINCIPAL DOMICILE REQUIREMENTS

Any Transferee of an ADU, except for the Authority and any nonprofit housing development agencies or corporations approved expressly in writing by the County Executive, must occupy the ADU as such Transferee's principal domicile, and must not lease or rent or permit exclusive occupancy of the ADU to any other party or parties. Each year on or within 30 days prior to June 1, the owner of each ADU shall submit to the Authority, without notice or demand therefor, an affidavit executed by such owner, on form designated by the Authority, certifying such owner's continuing occupancy of the ADU.

ARTICLE IV

DEED AND CONTRACT RESTRICTIONS

During the Control Periods, at the time of the sale of an ADU the owner/applicant shall provide in the sales contract for each ADU offered for sale a copy of the recorded Covenants running with the land in favor of the Authority. During the Control Periods, the owner/applicant shall include in the deed for each ADU sold an express statement that the ADU is subject to the terms and conditions of the Program and these Covenants recorded pursuant to the Ordinance with a specific reference to the deed book and page where such Covenants are recorded. During the Control Periods, at the time of any sale of an ADU, the owner shall also include in the deed for each ADU sold an express statement that the total aggregate amount of indebtedness that may be secured by the ADU is limited and that other terms and conditions apply, including, but not limited to, an exclusive right for the Authority to acquire and resell the ADU on certain terms in the event the ADU is offered for resale, a right for the Authority or a nonprofit agency designated by the County Executive to acquire the ADU on certain terms in the event of a pending foreclosure sale, all as set forth in these

Covenants and/or in the Program set forth in the Fairfax County Zoning Ordinance, as it may be amended.

ARTICLE V

ASSIGNMENT OF RIGHTS TO AUTHORITY

Declarant, and Declarant's heirs, successors and assigns, hereby irrevocably assigns, transfers and conveys to the Authority, and any successors thereto, all right, title and interest to enforce and maintain in full force and effect, the terms, conditions, and requirements of these Covenants.

ARTICLE VI

RIGHT TO ENFORCE

If the Authority shall determine that any default has occurred under these Covenants, the Authority, or its successors, may enforce these Covenants by proceeding at law, or in equity, against the persons or entities violating or attempting to violate any of the Covenants herein contained, either to restrain any violation hereof, seek specific performance of these Covenants, or to recover damages, including attorneys' fees and the costs of collection, including, without limitation, the value of legal services if provided by the Fairfax county Attorney's Office, or to proceed against the applicable ADU in the enforcement of any lien or obligation created by or resulting from these Covenants as allowed under Section 2-817 of the Ordinance. No remedy conferred upon or reserved to the Authority by these Covenants is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under these Covenants and the Ordinance, existing at law or equity. No delay or omission to exercise any right or power conferred under the Ordinance or hereunder, will impair any such right or power or will be

construed to be a waiver thereof. Any liens filed pursuant to the Ordinance shall not relate back in time, but shall be effective as of the date recorded.

ARTICLE VII

BINDING ON ALL SUCCESSORS

These Covenants are binding upon the ADUs, upon the Declarant and the Declarant's heirs, successors and assigns, and upon all Transferees of title to each of the ADUs for the applicable Control Periods and shall run with the land.

ARTICLE VIII

NO AMENDMENTS

These Covenants cannot be amended, or released, unless by written instrument executed by the Authority until expiration of the Control Periods, except with respect to a foreclosure by an Eligible Lender conducted in accordance with these Covenants and the Ordinance.

ARTICLE IX

SEVERABILITY

If any provisions of these Covenants shall be held invalid or unenforceable, such holdings shall not invalidate or make unenforceable any other provision hereof.

ARTICLE X

HEADINGS

The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

[Signature on next page]

WITNESS THE FOLLOWING SIGNATURE AND SEAL;

WITNESS:

DECLARANT:

[Name of Declarant]

By: _____ (Seal)

Name (Print) _____

Title: _____

STATE OF _____

CITY/COUNTY OF _____ : to-wit:

The foregoing instrument was acknowledged before me, a notary public in and for the state and city/county aforesaid, this ____ day of _____ 20____, by _____, as the duly authorized _____ of the Declarant of the foregoing instrument on behalf of such Declarant.

(Seal)

Notary Public

My Commission Expires: _____

Registration Number: _____

EXHIBIT A

[Legal description of the Property]

EXHIBIT B

[Legal description of the lots (or units) of the ADUs that are part of the Property]

120008714

Return to: OTAWA 203099A
HSH Settlement Group, L.C.
Title Department
4230 Lafayette Center Drive, Suite 1
Chantilly, VA 20151

DEED OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
[1225 Martha Custis Dr., #412, Alexandria, VA 22302]

000649

THIS DEED OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 27th day of April, 2012, by Shanna Marie Koch ("Declarant"), the owner of certain property located in the City of Alexandria, Virginia (the "Property"), for the benefit of THE CITY OF ALEXANDRIA, a Virginia municipal corporation ("City"), as described on Exhibit A which is attached hereto and made a part hereof. THIS DEED RESTRICTS THE TRANSFER AND/OR RESALE OF THE SUBJECT PROPERTY.

RECITALS

R-1. Declarant has agreed that in consideration for receipt of City loan funds to assist with his/her purchase of the property located at 1225 Martha Custis Dr., #412, Alexandria, VA 22302, in the City of Alexandria, Virginia, the Property described in Exhibit A which is attached hereto and made a part hereof shall be designated as an affordable housing unit. "Affordable housing" is housing that a household can afford without paying more than 32% of income for mortgage payments.

R-2. Declarant has agreed to impose the Covenants, Conditions and Restrictions set out below as a term and condition of this transaction to ensure that the Property remains an affordable housing unit.

NOW, THEREFORE, Declarant hereby declares that the Property shall be subject to the covenants, conditions and restrictions set forth herein ("Covenants") which shall be binding in

accordance with the terms herein on Declarant and all Transferees of the Property until expiration of the Control Period as defined in Article II below. For purposes herein, "Transferees" shall be deemed to include all persons and entities that may hereafter acquire any interest whatsoever in the Property, or any part thereof, from Declarant, or any successor or assignee of Declarant, or any other party, whether by sale, lease, assignment or any other means of transfer for the Control Period.

ARTICLE I

DESCRIPTION AND IDENTIFICATION OF THE PROPERTY

Declarant is the owner of the Property set forth and described in the list attached hereto and made a part hereof as Exhibit A. The Property is the subject of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE II

CERTAIN RESTRICTIONS ON TRANSFER

Beginning on the date of recordation of the deed transfer to the Declarant for this Property, the Property shall be subject to the following conditions (the "Control Period").

A. The Property shall only be sold, transferred or conveyed to a household, with an income at or below the income level set forth in the City's Homeownership Assistance Program ("HAP"), Moderate Income Homeownership Program ("MIHP") or other City homeownership program, as applicable, which is in effect at the time of any such sale, transfer or conveyance.

B. The Property shall only be sold, transferred or conveyed to households which have at least one household member who lives or works in the City of Alexandria, Virginia.

C. During the Control Period, all instruments securing financing with respect to the Property shall be subject to this Declaration. This Declaration shall be binding upon all assignees, mortgagees, purchasers and other successors in interest, except that this Declaration shall be released in the event of foreclosure by an Eligible Lender, as such term is defined in the next sentence. An "Eligible Lender" is defined as an institutional lender holding a first priority purchase money deed of trust on the Property or a refinancing of such institutionally financed purchase money deed of trust by an institutional lender, with respect to whom the City has approved the terms and conditions of the refinancing. In the event of a refinancing, to which the City has not given prior approval to the terms and the conditions, the City in its discretion, may not release the covenants.

D. During the Control Period, each lender secured by the Property or other parties who have or may seek to place a lien on the Property shall provide the City written notice of any delinquency or other event of default under the deed of trust or mortgage, or other instrument or agreement that may permit a lien to be filed against the Property, and shall offer the City or its designee the right to cure such delinquency or other event of default within a period of ninety (90) days immediately after receipt by the City of such notice, and all financing documents with respect to the Property shall so provide.

E. During the Control Period, each lender secured by an interest in the Property, prior to foreclosure, shall provide to the City at least ninety (90) days prior written notice thereof.

F. During the Control Period, no sale, transfer, conveyance or foreclosure of the Property shall affect the validity of this Declaration.

ARTICLE III

RESALE OF THE PROPERTY BY OWNER TO QUALIFIED PURCHASER

During the Control Period, the owner of the Property may sell the Property, provided that the following conditions are fulfilled:

A. The Property is sold to a Qualified Purchaser. A Qualified Purchaser is an individual or household who meets the requirements set forth in Article II (A) and (B), above and all applicable eligibility requirements established by the City's Office of Housing.

B. The sale price of the Property, during the Control Period, to a Qualified Purchaser shall be determined in accordance with the following requirements:

1. The current market value shall be determined by an appraisal which is acceptable to the City.
2. The sale price shall be reduced by an amount equal to the City's share of the market appreciation of the Property. The market appreciation shall equal the difference between the current owner's purchase price and the Property's current market value. The City's share of the market appreciation of the Property shall equal the product of the market appreciation multiplied by a fraction, the numerator of which is the amount of loan funds provided by the City to assist with the purchase of the Property and the denominator of which is the current owner's purchase price. The City's share of the market appreciation of the Property shall be repaid to the City, by the owner, in the form of a reduction to the sale price of the Property; in other words a sale price write-down. A sale price write-down is calculated by reducing the sale price of the Property by the amount of funds attributed to the City's share of the market appreciation of the Property.

3. The sale price write-down shall be calculated for and applied to all sales, transfers or conveyances of the Property to Qualified Purchasers during the Control Period, as provided above, whether by the original purchaser or by any successor in interest.

4. In the event that the reduction of the sale price set forth above does not result in an affordable purchase price for a Qualified Purchaser, the City reserves the right to provide a Qualified Purchaser with additional subsidies, as determined by the City at its sole discretion.

5. If an affordable purchase price, as determined by the City, cannot be achieved through the reduction of the sale price or subsidies described above, the City may release the Property from this Declaration upon repayment to the City of all sums listed in Article V, below.

ARTICLE IV

MARKETING REQUIREMENTS FOR RESALE OF THE PROPERTY

Under certain limited circumstances set out below, the City may elect in its sole and absolute discretion to waive the requirements of Article III, provided that the following conditions are fulfilled:

A. For six (6) months from the date that the owner notifies the City in writing that he/she intends to sell the Property, the owner shall attempt to locate a Qualified Purchaser. This time period commences when the Property owner notifies the City's Office of Housing in writing of his/her decision to sell the Property. Within fifteen (15) business days after notification, the City will inform the owner of the maximum income level eligibility for a Qualified Purchaser. The

owner shall retain a licensed real estate agent and market the Property through the multiple listing service. In addition, the City will attempt to market the Property to Qualified Purchasers, including, but not limited to, City employees.

B. In special circumstances, the owner may request in writing, that the City permit the owner to sell the Property to a non-Qualified Purchaser in the event the owner has not located a Qualified Purchaser within ninety (90) days of notification to the City. Special circumstances warranting release from the condition that the Property must be sold to a Qualified Purchaser may include, but are not limited to: (1) the owner's employment transfer outside of the Washington, D.C. metropolitan area; (2) a medical or other unforeseen event or crisis which drastically affects the owner's financial condition; or (3) a change in the household which results in overcrowding conditions at the Property. The City shall review and determine in its sole discretion, whether to grant the owner's request for release from the condition requiring the owner to sell to a Qualified Purchaser. Within thirty (30) days, the City will notify the owner in writing, of its decision.

C. When the owner locates a purchaser that he/she believes to be a Qualified Purchaser, the owner and prospective purchaser may enter into a sales contract for the sale and purchase of the Property that shall be contingent upon a determination by the prospective purchaser's mortgage lender in writing that such purchaser's income does not exceed the required maximum eligible income, which determination shall be forwarded by the owner to the City's Office of Housing.

D. In the event the owner does not enter into a sales contract with a Qualified Purchaser within six (6) months (or within ninety (90) days, as set forth in paragraph B, above), the owner

may not sell the Property to a non-Qualified Purchaser unless the owner makes a written offer to sell the Property to the City (the "Right to Acquire"). The Right to Acquire shall entitle the City or any nonprofit organization designated by the City, in the event the City elects not to exercise its rights, to acquire the Property at the price available to a Qualified Purchaser. The City shall notify the owner whether it will exercise its Right to Acquire within sixty (60) days of receipt of the written offer to sell from the owner.

E. In the event that the marketing period established by paragraph A, above, has expired and the City has not exercised its Right to Acquire within the sixty (60) day period, the owner may sell the Property to a non-Qualified Purchaser in accordance with the requirements and conditions set forth in Article V, below.

ARTICLE V

RESALE OF THE PROPERTY TO NON-QUALIFIED PURCHASER

The following provisions shall apply to a sale, transfer or conveyance of the Property only after the owner has complied with the provisions set forth in Article IV, above and the City has given the owner written notice that it will not exercise its Right to Acquire the Property. In such event, the owner may sell the Property to a non-Qualified Purchaser, provided that the following conditions are fulfilled:

A. The market value for sale of the Property to a non-Qualified Purchaser shall be determined by an appraisal that is acceptable to the City; however, the owner may market the Property for sale with no restrictions on the sale price.

B. The City's share of market appreciation of the Property as calculated in accordance with Section III (B)(2) shall be repaid by the owner to the City, provided, in no event shall the amount repaid to the City exceed the owner's actual net proceeds of sale.

C. The owner shall repay to the City all loan funds owed to the City on the Property.

D. Upon the owner's compliance with paragraphs A through C, above, this Declaration shall be released by the City.

ARTICLE VI

RELEASE OF DECLARATION

Upon receipt of the payment required to be made to the City under Article V, above, and the prior written consent of the City recorded in the City of Alexandria, Virginia, land records this Declaration shall be released by the City.

ARTICLE VII

PRINCIPAL DOMICILE REQUIREMENTS

During the Control Period set forth in this Declaration, the Property shall be continuously and exclusively used as the owner's principal residence, except under circumstances as may be approved in writing by the City.

ARTICLE VIII

DEED AND CONTRACT RESTRICTIONS

A. The Declarant and any and all subsequent sellers of the Property during the Control Period shall provide written notice of this Declaration to each contract purchaser in the sales contract for the Property. A copy of all sales contracts signed by all parties with respect to the Property shall be delivered to the City's Office of Housing no later than thirty (30) days prior to the date of settlement.

B. The Declarant and any and all subsequent sellers of the Property during the Control Period and the purchaser shall include in the deed for the Property an express statement that the

Property is subject to the terms and conditions of this Declaration with a specific reference to the instrument number where such Declaration is recorded within the City of Alexandria, Virginia, land records.

C. Failure to comply with the terms of this Article VIII shall not in any way diminish or invalidate this Declaration as to the Property.

ARTICLE IX

ASSIGNMENT OF RIGHTS TO THE CITY

Declarant, for itself and its heirs, assigns, and successors, hereby irrevocably assigns, transfers and conveys unto the City, any and all of its right, title, interest or obligation to enforce and maintain in full force and effect the terms, conditions and requirements of this Declaration.

ARTICLE X

BINDING ON ALL SUCCESSORS; COVENANTS RUNNING WITH THE LAND

This Declaration is binding upon the Property herein described, upon Declarant and its heirs, successors and assigns, and upon all transferees and transferors of the title to the Property as covenants running with the land for the Control Period and until the fulfillment of all other provisions and conditions contained herein.

ARTICLE XI

NO AMENDMENTS

This Declaration cannot be amended or released, except by the receipt by the City of the proper payment of an amount of funds to be determined at the time of execution of a sales contract with respect to the Property and the prior written consent of the City recorded in the City of Alexandria, Virginia, land records.

However, if the Property described in this Declaration should become not subject to sale price reduction under the terms of this Declaration due to change in market conditions at a future date, then the City may in its sole and absolute discretion, amend this Declaration as to the Property or release the Property from any or all of the Covenants contained in this Declaration without consent or joinder of any other party.

Notwithstanding anything to the contrary contained in this Declaration, a secured lender foreclosing its lien on the Property or accepting a deed in lieu of foreclosure on the Property is exempt from all sales restrictions contained in this Declaration and upon the conveyance of the Property to a bona fide purchaser for value at a foreclosure sale or by deed in lieu of foreclosure, the restrictions contained in this Declaration with regard to the Property shall terminate.

ARTICLE XII

RIGHT TO ENFORCE

If the City determines that any default has occurred under this Declaration, the City or its successors, may enforce this Declaration by proceeding at law, or in equity, in any state or federal court having jurisdiction for specific performance of this Declaration, for an injunction against any violation of this Declaration, or for such other relief at law or in equity as may be

appropriate and consistent with the applicable requirements of this Declaration. No remedy conferred upon or reserved to the City by this Declaration is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and is in addition to every other remedy given under this Declaration, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this Declaration will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default hereunder, the City incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the City shall be reimbursed upon demand by the defaulting party or parties for reasonable expenses, including court costs and attorneys' fees.

ARTICLE XIII

NOTICE

To be valid, notice to the City shall be made in writing and mailed first class postage prepaid to the City at:

Mildriyn Stephens Davis (or Successor), Director
Office of Housing
421 King Street, Suite 200
Alexandria, Virginia 22314

ARTICLE XIV

SEVERABILITY

In the event any provision of this Declaration shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

000660

ARTICLE XV

HEADINGS

The headings are for reference purposes only and shall not affect the meaning or interpretation of the covenants, terms and conditions hereof.

IN WITNESS WHEREOF, the Declarant(s) has caused this Declaration of Covenants, Conditions and Restrictions for the City of Alexandria's Moderate Income Homeownership Program to be executed as an instrument under seal as of April 27, 2012.

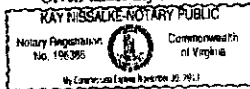
[Signatures appear on following page.]

By: _____
 Name: Sharon Marshall
 Declarant

STATE OF VA
 City/County of Albemarle to wit:

The foregoing document was acknowledged before me in my jurisdiction aforesaid by
Sharon Marshall (Declarant) and _____
 (Declarant).

Given under my hand and seal, this 27th day of April, 2021



Kay Hissalke
 Notary Public

My Commission expires: 11-30-23
 Notarial Registration Number: 196386

Exhibit A

Condominium Unit No. Four Hundred Twelve (412), of PARC EAST CONDOMINIUM, Alexandria, Virginia, and the Limited Common Elements appurtenant thereto, pursuant to the Declaration recorded in Deed Book 847 at page 627, and any and all subsequent amendments thereto, among the Land Records of the City of Alexandria, Virginia.

INSTRUMENT #120006714
RECORDED IN THE CLERK'S OFFICE OF
ALEXANDRIA ON
APRIL 27, 2012 AT 03:38PM

EDWARD SEMONIAN, CLERK
RECORDED BY: AAD

14

We, the undersigned residents of East Rosemont and Mt. Vernon Avenues, request that:

262)
4-13-13

The planned 2013-2014 renovation of the playground at Hooff's Run Park be designed to reinstate the use intensity of the park that existed prior to the installation of the blue tot lot, (which resulted in an inadvertent increase in use intensity) as per the city's previous commitment.

The renovation design have as a goal to ensure no further increase in park use intensity.

The renovation be designed to discourage driving to the park, and encourage its use as a neighborhood park for pedestrian visitors.

The needs of the residents of East Rosemont and Mt. Vernon Avenues for less traffic, less noise, and fewer parking problems be considered paramount as a goal of the renovation, and steps be taken to reduce or eliminate the problems.

The city reaffirm its commitment to the planning principle that increased park attendance is not the only barometer of a park renovation's success, and in some cases, increased attendance can be a detriment.

The city recognize that the increase in use of Hooff's Run Park is not solely due to demographics, (a baby boom) but is due in great part to the change in equipment at Hooff's Run and the problems potential users identify at other local parks. such that users do not visit these parks.

The city take steps to create balance in attendance among the city playgrounds, outside of the budget schedule for major park renovations. Some examples might include addressing safety, drainage, shade, seating, re-grading of steep entrance paths, and other shortfalls in other city playgrounds that detract from their usage and increase the usage at Hooff's Run.

Steps to be taken at Hooff's Run park might include downscaling the amount and type of equipment and amenities at Hooff's Run, installing equipment intended for school age children, not toddlers, and expanding the garden area of the park.

Printed Name

Signature

Address

MARLA BRIN

Marla Brin 20 E Rosemont Ave

Michael Hummel

Michael Hummel

31 E Rosemont Ave

Jon Nordling

Jon Nordling

40 E Rosemont Ave

Printed Name	Signature	Address
Sara & Tyler Abernombie	Sara & Tyler Ahn	51 E Rosemont Ave.
Michael and Martina Sullivan	MT Sullivan	106 Hartman Ave
Debbie Perry	Debbie Perry	46 Mt Vernon Ave
Edith Enriquez	Edith Enriquez	44 Mt Vernon Ave
Pamela Hostetter	P.R. Hostetter	38 Mt. Vernon Ave
Adrienne Francis	Adrienne Francis	22 Mt. Vernon Ave
Bill Rogers	Bill Rogers	111 Commonwealth Ave
Jeff Wilkinson	Jeff Wilkinson	111 Commonwealth Ave
Audrey Kirby	Audrey Kirby	55 E Rosemont Ave
Curtis Kirby	Curtis Kirby	55 E Rosemont Ave
Crystal Keller	Crystal Keller	51 E Rosemont Ave
Candace Clifford	Candace Clifford	35 E Rosemont Ave
Margaret Laurensen	Margaret Laurensen	17 E Rosemont Ave.

Printed Name

Signature

Address

Printed Name	Signature	Address
Sarah Kujer	Sarah Kujer	49 E Rosemont Ave
Akia Weaver	Akia N. Weaver	43 E. Rosemont Avenue
Rudolph Muñoz	Rudolph Muñoz	32 E Rosemont
KARA NOTO	Kara Noto	33 E ROSEMONT AVE
Jennifer Brinker	Jennifer Brinker	43 E. Rosemont
Rhonda Jackson	Rhonda Jackson	53 E. Rosemont Ave.

Honorable Mayor, Vice Mayor, and Members of Council, thank you for allowing me the opportunity to speak, even though it is not about the budget. I am submitting for the record a more detailed statement than I am able to make in three minutes, with proposals for remedying the problems I identify in my statement. I am also submitting a petition we have circulated that is not yet complete – there are still 12 houses that have not been contacted. When the petition is complete I will submit the rest to you via Call Click Connect.

When the last renovation of Hooff's Run Park was done, an extensive tot lot was installed, much to the surprise of all of us who live here. This had the unintended result of increasing the use intensity of the park manyfold. Previously, park usage was fairly balanced between adults quietly enjoying the garden in the day or evening, and kids playing on the play equipment after school and on weekends and holidays. Toddlers are not in school, so changing the park equipment to that intended mainly for toddlers increased the children's usage of the play area to all day, every day. And it is the change in park equipment that wrought this change, not demographics. I have lived here more than 30 years, and I have seen baby booms come and go, but we did not have the problems we have with the overuse of this park until the equipment changed.

(The city lists the park as being for both school age children and toddlers, but that is a mistake; I have visited several tot only lots and the equipment is the same – we just have more of it.) It is like living next to a school perpetually in recess – never in math class. Except at a school, kids don't poop outside on the sidewalk, right in front of your back gate. This increase in use intensity has taken away the ability of many residents surrounding the park to have the quiet enjoyment of our homes.

The problems became apparent soon after the previous renovation was complete. At that time, the city said that they recognized the problems, and that the increase in usage intensity was inadvertent. They said that they did not have the funds to remove some of the equipment and place it in another park that needed it; that the parks were on a revolving schedule in the city budget for renovation. They explained that the neighborhood had to wait for 15 or 20 years until the park again came around in the budget cycle, but promised that at that time, they would fix their error. We have waited 17 years. The park is now up for renovation again. But the survey put out by the parks department *did not* ask anything about traffic or trash or noise or parking or public defecation. It did not even ask the residents who live on the park if they had any concerns. It was only addressed to people with young children, and only interested in things such as what they wanted to see for play equipment, and when it would be convenient for them to have the park closed for three months for renovations.

The park, located in a tiny U behind a group of 29 densely packed townhouses, is what is known as a pocket park, designed to accommodate people living within 1/10 of a

mile, or one or two blocks – and designed to serve pedestrians. Pedestrians who can go right home when their children need to use the bathroom. Instead, once the tot lot was put in, the park became a destination, like a museum or shopping area. The park usage changed – people started driving to the park in droves, even from Maryland. The park is terribly overused, while neighboring parks such as Angel Park, Beach Park, and Powhatan Park are underused, to the point of 2 of these three being almost deserted all of the time. Hooff's Run Park is on a dead end street with parking already at a premium. The only way out is the same way you came in - you can't go around the block, which means that traffic has increased exponentially. The increase in traffic, parking problems, and noise caused by the previous renovation to the park have made it nearly impossible to open one's windows on a nice day, or read the paper quietly on the porch in the morning. Three seasons a year, and on nice days in the winter, we have between 150 and 250 visitors to the park per day, in hourly shifts of between 20-50 people at a time. This has negative effects on the hygiene, parking, traffic, and noise levels in our neighborhood, and greatly diminishes our quality of life.

We would like the city to reaffirm its commitment to the planning principle that increased park attendance is not the only barometer of a park renovation's success, and in some cases, such as Hooff's Run, increased attendance can be a detriment.

For those of you who are inclined to say "well, the visitors are doing nothing wrong, and anyone can visit any public park they like" I would say you are absolutely right. However, think of how it would be if, say, 15 adults and 20 kids gathered under your bedroom window every day, all day, to have loud and animated conversations punctuated by bouts of screaming. They would be doing nothing wrong – after all, it is a public sidewalk and anyone who likes can stand on it and loudly chat. But after a while you might start to think that perhaps your need for the quiet enjoyment of your home also had a place in balance with the right of the crowd to gather under your window. You might think that your right to be able to have a cup of coffee and read the paper in the morning and be able to hear the birds sing, or even hear yourself think, was important too. And that is why the residents whose properties abut this park, or are across the street, (as the noise is so severe many times that it carries across the street,) are asking City Council to remedy this situation in the upcoming park renovation.

I have asked many people driving to the park what they liked about Hooff's Run Park that was missing in the park closest to their house. I received much information this way. I discovered that Beach Park, near Maury school, a few blocks away from Hooff's Run, has a green slide that many parents consider dangerous. It has a drainage problem, so that the kids get muddy and soaked if they try to play there after a rain. The sandbox there does not have a roof, so that the kids get scorched in the sun. All easily remediable things. Many people said their local park does not have enough benches or enough shade, while Hooff's Run Park has many benches and several trees shading

some of them. Many people noted that the entrance to their local park was too steep, and that pushing a double stroller up the steeply graded entrance was too difficult. These things can be remedied, and it should not have to be on a 15 year renovation schedule. A bench can be placed or a tree planted or a sidewalk re-graded in between renovation cycles when need be, and T, E and S can deal with a drainage problem at any time.

There are 36 playgrounds in the city. Of these, only 9 are for school-aged children only, and 5 of these are at rec centers. Yet it is tot lots that receive the all day every day usage that can create such an imbalance in a neighborhood.

By reducing the quantity of equipment in Hooff's Run Park, as well as tailoring the equipment that is placed there to an older cohort of children, and dealing with the underuse of nearby parks, the park can return to being in use by children and their caregivers part of the time, and by adults enjoying the garden the other part of the time. In this way, residents still can have the quiet enjoyment of their homes, and visitors can still enjoy the park along with us.

While we welcome having a park in our little neighborhood, be it a playground or a garden or both, we do not have, nor do we want the facilities to handle this level of intensity of use or this many visitors per day. We who live here, with and without children young enough to still play on play equipment, request that our concerns be considered paramount when the park is renovated. We ask that the issues of noise and traffic and parking and hygiene, and far too many visitors for a small area right behind our townhouses, be the primary focus of the park redesign. Some of us are so sick of not being able to use our homes in peace that we want the play equipment completely removed and the garden expanded to fill the space. For some of us, noise is less a problem than traffic, or parking more so than trash. But no matter what the concern, whether the garden is expanded and the play equipment removed, or the equipment kept and simply changed in amount and type, we would like the new park design to reduce the use intensity that was mistakenly increased in the last renovation.

Thank you.

Commission on Aging Testimony to City Council Public Hearing of April 13, 2013
By Robert C. Eiffert, Commission Member

Good morning Mayor Euille and members of City Council. My name is Bob Eiffert and I am speaking today on behalf of the Alexandria Commission on Aging. I am joined by Mollie Danforth from the Alexandria Commission on Persons with Disabilities.

We are here to address the issue of brick sidewalks, brick pavers or other rough textured surfaces on public walkways. While this has been an issue for us for some time, we are coming to you now because we have learned of an impending project to upgrade the streets and sidewalks on Eisenhower Avenue from Holland Lane to Mill Road, a project supported by the City and the Virginia Department of Transportation, as part of the completion of the Woodrow Wilson Bridge Project. The Department of Transportation and Environmental Services presented its plan to the Transportation Commission in March and has held subsequent public meetings on the plan.

As you will see in the project map I distributed, the project calls for brick sidewalks on several parts of Eisenhower Avenue, in accordance with the Eisenhower East Small Area Plan. We strongly oppose this provision in the Plan and we will write to the Department of Transportation and Environmental Services to express our opposition during the public comment period, which ends April 18. But we are here to address you today because of the provisions of the Eisenhower East Small Area Plan that mandate brick sidewalks.

As Mollie will personally attest, any rough textured surface for sidewalks is an inconvenience at best and a safety hazard at worst for anyone, but especially for persons with mobility impairments, and anyone who uses a small-wheeled conveyance such as a stroller or baby carriage, a walker or a wheelchair. In the case of brick sidewalks and pavers, they become maintenance nightmares with holes, dips and rises throughout. The sidewalks outside the City's Department of Human Services on Mount Vernon Avenue present a vivid example of these dangerous walkways.

We urge you to join with us in re-examining small area plans that include requirements for new brick or brick pavers in walkways. We encourage you to consider Boston's "no net new brick" policy as Mollie references in her remarks. The idea that we not add any more brick or other rough textured surfaces in walkways throughout the City will make Alexandria a more livable and walkable community for residents and visitors of all ages and abilities.

We would welcome the opportunity to work with you and City staff to address this issue as soon as possible. Thank you.

LEGEND

- PROPOSED PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- MILL AND OVERLAY
- PROPOSED BRICK SIDEWALK
- PROPOSED LANDSCAPE
- PROPOSED BRICK LANE
- PROPOSED CONCRETE MEDIAN
- PROPOSED GREEN SPACE



4-13-13
Mollie Danforth

"The sidewalk is the most public of public spaces." Anastasia Loukaitou-Sideris,

I learned early in my rehabilitation that brick was one of the most difficult surfaces to walk on. It poses a trip hazard for persons who have problems with dragging feet, such as myself; brick impedes the easy use of a cane for persons with vision impairments; uneven bricks cause vibrations that result in skin irritation and sores for persons in wheel chairs. Women with high heels and bicyclists also do not like brick walks.

Advocates say brick sidewalks do not—and, perhaps more important, cannot—meet the guidelines established by the Americans with Disabilities Act (ADA), which requires continuous smooth walking surfaces with no variations greater than a quarter of an inch. In addition, brick walks are expensive to maintain, and therefore localities with limited budgets should carefully weigh the total cost of brick walks versus other local needs.

Boston and Montgomery County, Maryland are two localities that have wrestled with the conflict between historic preservation and accessibility for persons with disabilities.* These localities are moving away from brick walks or, if brick adds to the historic ambience, adopting higher standards for installing brick so that it poses less of a barrier for persons with disabilities.

Boston has adopted a "no net new brick" policy. This policy says that existing concrete paving cannot be replaced with brick, although brick outside a minimum five-foot-wide concrete travel path is allowed. Existing brick sidewalks can be repaired, but the old pavers must be replaced with wire-cut brick. In practice, any proposed sidewalk that features anything other than five-foot-wide continuous-pour concrete or asphalt is referred to the Commission on Persons with Disabilities for review.

Others say brick sidewalks can meet the intentions of the ADA and can be designed to avoid problems such as vibration. Higher installment standards are key. In Montgomery County, brick pavers are now permitted in paths of travel if they are installed in accordance with what is called the Bethesda Standard under conditions that provide for ongoing maintenance. Specifications require brick set in a herringbone pattern with a sand/cement sweep, an adhesive coat of neoprene-modified asphalt, a bituminous setting bed, and a poured concrete base over a compacted aggregate subbase.

In addition, brick walks are expensive to maintain, and therefore localities with limited budgets, such as Alexandria, should carefully weigh the total cost of brick walks versus other local needs.

Alexandria seeks to be an accommodating, accessible, walkable city. To this end Alexandria should adopt a "no net new brick" policy for all small area plans, higher standards for installation of any brick sidewalks, and a generously financed maintenance plan for all public walkways.

*Reference: <http://landscapearchitecturemagazine.org/2012/06/05/the-trouble-with-brick/>

Submitted by Mollie Danforth, Member, Alexandria Commission on Persons with Disabilities

submitted by
Jennifer Reading
2(h)
4-13-13

City Council Public Discussion

Jennifer Reading, Alexandria-Caen Sister City Chairperson

3 minute speech

City council members, thank you for the opportunity to speak to you this morning. I am here on behalf of the Alexandria-Caen Sister City Committee. As you know, we are a volunteer committee appointed by you to develop and to maintain relationships with our counterparts in our sister city, Caen, which is the Capitol of Normandy. In order to do so, our committee has identified three primary areas of focus. The first is an annual City Hall intern exchange, the second are student exchanges, & the third is an annual D-Day commemoration event.

This year we are planning an exciting event for D-Day on Thursday, June 6 on Market Square. Unfortunately, we have reached the time where it is no longer possible for actual D-Day veterans to attend and be recognized for their bravery and sacrifice on one of the most important days in modern world history. Therefore, going forward, our objective is to commemorate their heroic efforts by educating and exposing the public to some of the events that took place. This is in line with what our committee counterparts in Caen are doing in remembering D-day in Normandy.

We have several groups of re-enactors lined up for the event, as well as an audio-visual presentation. Market square provides a wonderful venue for both city residents and tourists to learn about D-Day.

I am here before you this morning to ask that the Council considers waiving several of the city-imposed fees for this event. As you know, our committee does not receive any funding from the city, which makes it difficult our volunteer committee members to afford to put on an event like this. Specifically, I am asking you to waive the \$140 fee for the use of market square, the \$196 fee for support from a General Services staff person, & the use of the city's audio-visual support contractor at cost, without a mark-up.

Thank you for your consideration in this manner.

2(15) Kathryn Papp
4-13-13

Subject: Request to Environmental Policy Commission for
Report on Climate Change Risk for City of Alexandria

To: City Council and City Manager
From: Kathryn Papp
Date: April 13, 2013

This requests that a formal report on threat to life and financial risks of Climate Change as well as identification of adaptation measures to the City of Alexandria be prepared by the Environmental Policy Commission (EPC) and presented to City Council members and the City Manager sometime before October 1, 2013.

This should include: a) special attention to surface water flooding, which occurs when heavy rainfall saturates drainage systems and the excess water cannot be absorbed. This can potentially affect any building, at any elevation. b) and floodplain vulnerability.

This EPC function is the first directive in its charter and states:

“... shall be to advise and make recommendations to the city council ... planning commission ... and city manager. The city manager shall distribute commission recommendations to appropriate city departments for their consideration. These recommendations shall relate to: clean air, land use, noise pollution and abatement, pesticides, herbicides and contaminants, solid waste, water quality and supply, other topics relating to conservation and protection of environmental conditions in the City of Alexandria ...”

Background

For the first time a President of the United States of America, in this case President Barack Obama, in his FY 2014 Budget of the U.S. Government states:

“The president recognizes that climate change poses an economic, security and environmental threat that demands a decisive response.

His budget includes \$200 million in community investments for “enhanced resilience to extreme weather” and other climate impacts in local planning.

Obama’s budget also promotes the first-ever climate adaptation plans by federal agencies and joint strategies with states to address climate effects, such as freshwater management.

It also “supports efforts to make information about the Earth that is collected in several federal agencies consistent and more usable” and funds efforts by NOAA to “help communities prepare for and respond to coastal storms, sea level rise, drought” and other climate impacts.

Funding for the Department of Housing and Urban Development would include \$75 million in community planning grants, some of which would go to helping communities prepare for climate change.

*Sources: <http://www.politico.com/story/2013/04/obama-budget-2014-energy-details-89912> Page2.html
<http://www.bloomberg.com/news/2013-04-12/obama-budget-would-help-prepare-for-climate-impacts-.html>*

The FY2014 Budget has been further reinforced by the inclusion of climate change in the U.S. Government Accountability Office's (GAO) first time inclusion of Climate Change as a High Risk.

From the GAO report:

We reported in September 2012 that disaster declarations have increased over recent decades to a record of 98 in fiscal year 2011 compared with 65 in 2004. Over that period, FEMA obligated more than \$80 billion in federal assistance for disasters. From Swiss Re, nine of the world's top 10 most expensive insured loss events of 2012 occurred in the U.S where there is widespread use of insurance and a prevalence of extreme weather events. In 2012 we documented the hottest year on record in the lower 48 states.

In addition, there is increased the odds of some types of extreme events, such as heat waves and heavy precipitation events.

☒ Climate change adaptation—defined as adjustments to natural or human systems in response to actual or expected climate change—is a risk- management strategy to help protect vulnerable sectors and communities that might be affected by changes in the climate. For example, *adaptation measures may include raising river or coastal dikes to protect infrastructure from sea level rise, building higher bridges, and increasing the capacity of storm water systems.*

☒ The GAO plans to "...to examine the National Flood Insurance Program in the near future," and Biggert-Waters Flood Insurance Reform Act of 2012 *requires FEMA* to use information on topography, coastal erosion areas, changing lake levels, future changes in sea levels, and intensity of hurricanes in *updating its flood maps.*

☒ In September 2012, we recommended, among other things, that FEMA develop a methodology to more accurately *assess a jurisdiction's capability to respond to and recover from a disaster without federal assistance.*

I

More specifically the GAO states:

☒ GAO-11-297 also contained two other related matters for congressional consideration:

(1) allowing the National Flood Insurance Program to charge *full-risk premium rates to all* property owners and providing *assistance to some* categories of owners to pay those premiums and

(2) clarifying and expanding FEMA's ability to *increase premiums or discontinue coverage for owners of certain repetitive loss properties.*

For Alexandria: Alexandria's *waterfront is a repetitive loss property area*, it is built on a floodplain. The Climate Action Plan also identifies Alexandria's entire waterfront with the exception of Daingerfield Island and Hunting Creek as areas needing shore protection. This will also apply to all low-lying areas prone to surface water flooding throughout the city, for example Beauregard and the area around the King Street Metro among others.

☒ Since September 11, 2001, the federal government has provided billions of dollars to state and local governments for planning, equipment, and training to enhance the capabilities of first responders to respond to both smaller-scale natural disasters and terrorist attacks. However, [we need a] strategic plan that outlines the role of federal, state, and local governments in *identifying, enhancing, maintaining, and financing critical first responder capabilities for emergencies.*

For Alexandria: We must have *work force housing in the city* to ensure critical first responder capabilities for emergencies. This has implications for Beauregard redevelopment's ability to provide sufficient workforce housing for first responders.

State of Alexandria's Climate Change Position

Alexandria's position on climate change was first written in 2009 and has not been updated since. As a result it is heavily focused on traditional energy and pollution issues to the exclusion of the newest and most pertinent Federal level focus as outlined previously.

The current four page brochure offers a number of goals, many of which have seen progress, but nothing addressed specifically to climate disaster mitigation. For example, there is no risk analysis or recommendations for complying with the GAO's latest advice on discontinued coverage for owners of repetitive loss properties. There is also no consideration of GAO's imperative for addressing a critical need for trained and ready first responders for climate-related disasters.

A number of new funding opportunities have come available for cities to create plans to respond to severe weather events, rising river levels, increased surface water flooding, and future changes in sea levels.

From the 2011 Climate Action Plan DRAFT:

The City will continue to work with the workgroup to identify common strategies and recommendations most applicable for the region and the City to address critical infrastructure located in areas at risk. Examples of common strategies may include educating the public as to their risk and vulnerability to future conditions, integrating vulnerability assessment and adaptation options into Hazard Mitigation planning processes, increasing freeboard and/or setback requirements, encouraging the transfer of development rights, or creating rolling easements or specific overlay districts for areas that may experience inundation.

2011
4-13-13 Gary Carr

Statement to the Alexandria City City Council by Gary Carr, April 13, 2013

Every sixth thru eighth grader in Alexandria has access to a quality running track except the students at George Washington Middle School.

There is a plan for every parcel of the Potomac Yard Development *except* the GW site.

Last large open space on east side of Alexandria.

There was a historic running track at the former GW High School and Alexandria has a long history of running excellence.

Running tracks is not just a fitness and obesity fighting project, but also a academic scholarship program.

Spend a million dollars on a fields that benefit the few and the fittest that play team sports , while not willing to spend a fraction of for a facility to benefits every member of the community.

Tremendous economic possibilities.

Lets go from the "Fun Side of the Potomac" to the "Run side of the Potomac"

Because if you build it, they will run

WeWillRun.com

Know the Difference

Statement to the Alexandria City School Board by Gary Carr, April 4, 2013

"Grant me the serenity to accept things I cannot change, the courage to change things I can, and the wisdom to know the difference."

Madame Chairman, Mr. Superintendent and Members of the Alexandria City School Board. My name is Gary Carr, and I come before you once again as an advocate of a project that benefits all of the students of the school system and can be used by every member of this community. I am referring to, as you might have surmised, the running track at George Washington Middle School. Years have past, and I suspect many more will, before this void is addressed. I am aware of the difficult challenges you face with "Resource-Constrained" Budgets. While I could be resigned to accepted things I cannot change, I proceed with the courage of conviction that what I am doing is right.

This far into the budget process the die for the upcoming fiscal year has mostly been cast. You may intend to make cosmetic and much needed safety repairs to the track at GW. But what is needed is a strategic vision for what this valuable piece of real estate and open space can become. I submit to you that one of your first priorities, that can begin immediately, is to develop a Small Area Plan that takes advantage of the site's unique potential (attached is a concept). That should begin in this budget cycle.

This leads me to contrast current priorities. The comparison is made between the ten year vision for the Rowing Facility and the Running Track at George Washington Middle School. The Rowing Facility over the next ten years is projected to consume 7.5 million dollars. The running track zero. The rowing facility is serves couple hundred students on an intermittent basis, the running track will serve thousands of students on a regular basis. The rowing facility states in the budget request justification that it would otherwise serves a small specific community. The running track would otherwise be open to the public after and serve every member of the community. The point is that if you can't create a vision and budget for a Running Track Project the fill such an important needs, than perhaps it is time to divest the school system of the unaffordable Rowing Facility an transfer to the Department of Parks and Recreation. If it's about priorities then take the "if" out of building a track, and they will run.

