

FAIRLINGTON GLEN

VARIANCE REQUEST FORM

(3 copies please)

CO-OWNER INFORMATION:

Name _____

Date _____

Address _____

Phone _____

Cell Phone _____

E-mail _____

Arlington, VA 22206

Court _____

STEP #1 - VARIANCE COORDINATOR ACTION (within 45 days of receipt)

Variance Request:

Recommended to Board

Returned to Co-owner for more information

Denied

Comments: _____

Date: _____

Variance Coordinator

STEP #2 - BOARD OF DIRECTORS ACTION (within 45 days of receipt)

_____ Granted as requested
_____ Granted subject to adjustments
_____ Granted subject to receipt of building permit
_____ Denied

Comments: _____

Date: _____
_____ President

STEP #3 - DISPOSITION

Mailed/e-mailed to Co-owner on [date] _____ by _____
Copy of letter/e-mail to: (1) Variance Coordinator, (2) Secretary, and (3) Unit File

STEP #4 – BUILDING PERMIT

Variance coordinator received copy of Building permit on _____ and sent copy to Secretary and Management Agent for Unit File.

STEP #5 – CONSTRUCTION REVIEW

Co-Owner informed Variance coordinator on _____ that construction was completed.
Variance coordinator and/or Management Agent reviewed construction and confirmed that work was _____ or was not _____ in accordance with variance approval. Date _____.

ALTERATION APPLICATION & AGREEMENT

_____ Date

To: Board of Directors
Fairlington Glen Condominium Council of Co-Owners

From: _____
Name (s) of Co-Owners Address

In accordance with the Bylaws of Fairlington Glen, I/We, the co-owner(s) of the unit located at _____, request your consent to make the following changes /alterations / renovations/ additions and /or removals to the interior/exterior of my/our Unit ("Alteration"):

(describe in detail and attach a copy of the plans and specifications)

I/We certify that the attached plans and specifications are fully descriptive of the work to be undertaken and agree that any work not shown in these plans and specifications that have internal structural implications such as modifications to load-bearing walls or attic support beams, internal modifications to electrical or plumbing systems, or modifications to external elements such as roofs, walls, foundations, and patio overhangs and concrete will not be undertaken. I/we further agree that such items, not shown in the attached plans and specifications or identified subsequent to approval of this application, will be documented in a separate application for approval by the Board of Directors prior to the start of work on these items.

I/We further understand and agree, for myself/ourselves and my/our successors and assigns, to the following provisions:

1. To assume all responsibility, including financial responsibility, for the proper installation and construction of such Alteration;
2. To perform all necessary maintenance to such Alteration to keep it in good repair and appearance as good practice warrants or as directed by the Board of Directors.
3. To assume all responsibility, including financial responsibility, for any damage, whether to the Unit, other Units and /or the Common or Limited Common ("Property"), caused by or in any way connected to the installation of, operation, or failure to maintain or properly use such Alteration;
4. To defend, indemnify and hold harmless the Council of Co-Owners, the Board of Directors, its directors, officers, employees, attorneys and its Agents for any claims, suits, proceedings, losses, damages (including any legal fees incurred by the Council) or expenses caused by or in any way connected with the installation, maintenance, repair, use or existence of the Alteration ;
5. That the completion of the Alteration shall be performed within 180 days of the date of Board approval of this variance. If not so completed, this approval will be void and the Board of Directors, after notice to me/us, can complete the Alteration or remove the incomplete Alteration, all at our sole, risk, cost and expense;

6. To perform all work at a time and in a manner to minimize interference and inconvenience to residents;

7. To assume all responsibility for the workmanlike conduct of all persons, agents, contractors and employees who are connected with the installation, maintenance or repair of the Alteration, and for the adherence to any local, state or federal regulations, such as permits and inspections, connected with the Alteration;

8. That this agreement binds I/We and our successors, assigns and runs with the title to the Unit and that I/We shall include in any contract of sale of the Unit a description of the Alteration that is the subject of this Agreement, and notice that any purchaser of the Unit is bound by the terms of this Agreement;

9. To refrain from placing anything of wire, pipe, tubing, etc., on the exterior of my Unit or an adjacent unit or the General or Limited Common Elements unless specifically authorized by the Board of Directors;

10. That I/we am/are responsible for insuring the Alteration and understand that the Council is not assuming, and is expressly disclaiming, any responsibility for insuring the Alteration and that it is my/our exclusive obligation to obtain and/or pay for any required, or subsequently required, insurance for the Alteration.

11. If approved, the work would start on or about _____ and would be completed by _____.

12. The responsible contractor (if any) selected is:

Name	Address	Phone Number
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13. I/We expressly permit the Board of Directors and its authorized agent to take steps to cure any violation of this Agreement including but not limited to the right to enter my/our Unit and remove and restore any work which the Board finds to violate this Agreement (after prior notice) and to assess any and all costs of such action against me (including legal fees and other costs and expenses).

Signature of Co-Owner

Signature of Co-Owner

County of Arlington
Commonwealth of Virginia

SWORN and subscribed to me this _____ day of _____, 20__ by _____.

Notary Public

My commission expires: _____