



Fairlington Villages,
A Condominium Association

AWNING MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, _____, by and between the Fairlington Villages, A Condominium Association organized under the provisions of Section 55-79.73, Code of Virginia (hereinafter referred to as Association), and _____ who is/are the Owner(s) of a unit in Fairlington Villages that is more particularly described as Unit # _____ located at _____.

WHEREAS the Owner(s) desires to install a canvas awning; and

WHEREAS the Association requires, as a pre-condition to installing any such canvas awning, that the Owner(s) sign this *Agreement* which shall be binding on the Owner(s), his/her tenant, transferees and assignees.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein and for other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. That upon the execution of this Agreement by the Owner(s), the Association shall consider a request for a variance from the Standard Awning Policy if such a request is necessary and

the Owner submits all required documentation. This consideration shall be conducted in the ordinary course of business, and nothing herein is meant to imply that such consideration will result in the granting of the requested variance.

2. I/WE, the Owner(s) agree as follows:

1. The awning will be installed by a professional awning installer in accordance with the Standard Awning Policy or the approved variance request.
2. The awning and any associated elements will be maintained in good working condition and appearance at all times.
3. The canvas awning will be cleaned regularly (see attached care and cleaning instructions.)
4. If the awning is permanently removed, I/we will restore the building and balcony to its original condition (i.e., re-pointing the brick after removal of all framework, retractable housing, motorized unit, electrical box, power switch, wires and wire covers.)
5. I/we will comply with any and all present and future guidelines and/or regulations of the Association.
6. I/we will be fully responsible for, and hold the Association harmless from, any and all damage including but not limited to all damage to the Owner(s) property, to the Association's property, to the property of others and/or to the common area property, that results from the installation, use, cleaning, maintenance and/or existence of the awning.
7. The awning will be retracted or removed from November 1 through March 31 each year.

WHEREFORE, the parties sign and seal this Agreement.

Fairlington Villages, A Condominium Association

by: _____

Title

Commonwealth of Virginia:

Subscribed and sworn before me this _____ day of _____, 20____.

Commission Expires

Notary Public

Owner (Seal)

Owner (Seal)

Commonwealth of Virginia:

Subscribed and sworn before me this _____ day of _____, 20____.

Commission Expires

Notary Public

Effective Date: **09/05/2001**