

III. TERMS OF ALTERATION AGREEMENT

- A. All proposed improvements must meet local building and zoning codes. Owner's signature indicates that these standards are met to the best of your knowledge. Application for local building permit is the applicant's responsibility.
- B. Alterations shall not violate any of the Condominium Documents or any of the provisions of Buildings and Zoning Codes of Fairfax County. Further, nothing herein contained shall be construed as a waiver or modification of any restriction.
- C. Alterations must be in compliance with the building ordinance of the Fairfax County. Check with the county for procedures for filing plans.
- D. The undersigned understands and agrees that no work on this request shall commence until written approval has been received. A copy of this application shall be returned to you after review.
- E. The Owner agrees to insure that anyone involved in any way with the design, construction, inspection or otherwise with the work in the Unit observes the Association's rules and regulations for obtaining access to the building and the unit
- F. The Owner is responsible and liable for any damage to any of the Common Elements or other units in the Condominium caused by the Owner's agents, employees or invitees in connection with the performance of the work and shall indemnify and hold harmless the Association, the Developer, the Managing Agent, and the building construction contractor against any and all damage, loss or expense incurred because of the negligence or violation of any applicable law by the Owner, the Owner's employees, agents, contractors, suppliers or invitees or in any way relating to the work in the Unit.
- G. The Owner shall be responsible for the security of all materials stored in the Owner's unit and does hereby assume the risk of loss to those materials by damage from whatsoever cause. The Association, the Developer, the Managing Agent, and the building construction contractor shall have no liability for any damage to or loss of those materials.
- H. The Owner agrees that the work shall not delay or prevent the issuance or cause the cancellation or suspension of use and occupancy permits for the Unit or the building or the approval of the Fire Marshal for Fairfax County. Of particular concern is any work that involves the movement or interference with sprinkler heads or system. Any such work must first receive approval from the Fairfax County Fire Marshal. The Owner shall bear all costs incurred by the Association, the Developer or the construction contractor as a result of the Owner's breach hereof.

- I. The Association, the Developer and the building construction contractor shall be entitled to inspect the work during the course of construction and upon completion of the work to insure that it is being done in accordance with the plans and specifications approved by the Association and in compliance with the terms of the agreement. In the event the Association shall determine that the Purchaser is not performing the work as approved, or is not in compliance with this agreement, it shall notify the Owner in writing. The Owner shall then immediately cease performing all work in the Unit until the Association is satisfied that the appropriate corrections shall be made and at that time the Owner will be notified that work can commence in writing.

- J. As a result of its performance of the work, no mechanics' liens shall be permitted to be filed against the unit or the property of the Condominium, and if such liens are filed, the Owner shall cause them to be removed within ten (10) days after such filing at the Owner's sole cost and expense.

- K. The Owner does hereby for itself, its successors and assigns, release and forever discharge the Association, the Developer, the Managing Agent, and the building construction contractor and all of their respective agents, principals, servants, employees, officers, directors and stockholders (individually and also in their corporate or fiduciary capacity or connection) and also their respective affiliates, successors and assigns from any and all actions, suits, damages, debts, rights, claims and demands whatsoever in equity or at law whether know or unknown which they may now have or hereafter have arising out of or in any way related to Purchaser's construction or the work on the Unit, (including but not limited to) all warranties, express, implied or statutory, relating to the Owners construction of the work on the Unit.

- L. The undersigned has read and understands the applicable provisions of the Declaration, Bylaws, with regard to alterations

RECEIVED AND AGREED TO THIS _____

DAY OF _____

Applicant's (Owner's) Signature(s): _____
