

## **FAIRLINGTON VILLAGES EGRESS WINDOW AND WINDOW WELL POLICY**

Unit Owners may apply for a variance to install an egress window emergency exit and egress window well. Like all variance requests, this request will be submitted to management for review and evaluation, and complete, proper valid requests will be presented to the Architectural Control Committee for review, and thereafter to the Board of Directors for approval.

### **I. Unit Owners**

Unit Owners are fully and solely responsible for the cost of design, construction, landscape repair and restoration, and any building damage related to or caused by the installation, ongoing existence, and maintenance of an egress window. They are responsible for the variance submission related to this request, and full compliance with all conditions on the Variance Request Form and in the required Maintenance Covenant Agreement.

### **II. Variance Requests**

Variance requests must include the design, plans, specifications, engineering report and other information required for all variance applications. Egress window requests must also include the following:

- A. Detailed drawings of the location, dimensions of the proposed window, the excavation plan, the installation plan, and plans showing the projected final exterior appearance. Photographs of the existing landscaping must be provided. This information shall be provided in paper and digital form if possible.
- B. A description of the materials to be used.
- C. The name of the contractor, contact information, license, and proof of insurance naming Fairlington Villages, A Condominium as an additional named insured with liability coverage of at least One Million Dollars (\$1,000,000.00).
- D. An executed Maintenance Agreement (Exhibit A).
- E. The review of an egress window request will be based on an evaluation of many factors as described in this policy, on the variance request form and in our By-laws. While the Board will apply the criteria fairly and consistently, each application will be reviewed on a case-by-case basis, and approval of a request is at the discretion of the Board of Directors.

### **III. Design and Other Requirements Specific to Egress Windows**

The following specifications and requirements are in addition to requirements in the By-laws, other Fairlington Villages policies, and the building code:

- A. Egress window installations may be located on the front, side, or rear of a unit, depending on the terrain, surrounding area, and aesthetics of the proposed egress window.
- B. No more than one egress window per unit is allowed, unless an exception is requested, supported by a strong justification, and approved by the Board through a separate variance request.
- C. This policy permits consideration of egress windows at locations that require an existing window well to be enlarged or a new well to be created where none currently exist. All evaluations and decisions are subject to the criteria in this policy, the By-laws, and the building code.
- D. All proposed egress window installations may be at a location with an existing window on the same level as that unit, or in a location where no window fenestration currently exists. Depending upon the unit, that existing window or the new window fenestration may be above grade, below grade, or partially above and partially below.
- E. Requests will be denied when there is an irreversible or incontrovertible impediment. Examples of incontrovertible impediments include:
  - 1. Outside underground utilities that cannot be moved.
  - 2. Requests that include an oversized window well or a well that is smaller than the minimum size required by the building code.
- F. Other impediments that are not irreversible or incontrovertible will be evaluated and decided on a case-by-case basis. Examples which are not considered incontrovertible impediment cases include:
  - 1. A need to modify existing internal utilities (main waterlines at rear of homes/electric/plumbing).
  - 2. A need to modify existing HVAC system configurations.

All utility lines or conduit within proposed opening areas or window wells shall be identified, and the plans and installation shall be adjusted as necessary to avoid interference.

- G. To maintain wall integrity, concrete and masonry walls shall be saw cut along the perimeter of the area to be removed. If reinforcing steel is impacted in walls, you must promptly consult with a structural engineer, modify the design and installation as required, promptly notify the office, and provide timely status updates.
- H. All windows require structural support from a lintel.
  - 1. For changes to existing windows, the steel lintel at the top of existing window openings shall not be altered. Exterior wall construction may only be altered to the extent needed to increase the height of the existing window opening, and only the wall below the existing window may be altered to create a larger opening.
  - 2. Newly created windows with a new fenestration require installation of a steel lintel at the window head for structural integrity. The steel lintel shall be sized to carry the dead load of the wall above and detailed to be professionally installed within the opening with materials and workmanship that match and blend well with the existing brick work.
- I. The appearance of new window installations shall reflect the characteristics of existing window openings throughout the community. This includes, at a minimum:
  - 1. The window width, color, style, and materials of the window, trim, and related components and accessories.
  - 2. Evaluation of an egress window at a new location with a new fenestration may be influenced by the following additional criteria:

The location of a new window should not create an asymmetrical appearance. If there is an above grade window, ideally the new window would be located to align with the window above.

Concern about alignment may be of lower importance or even not applicable if the window location is within the fenced area at the back of the unit, or the new window will be installed completely below grade. However, 100% below grade installations may not be suitable for units where the basement itself is not fully below grade.

#### **IV. Window Well Design**

- A. Wells shall be a half circle or half oval constructed with galvanized steel left unpainted or painted white. Wood retaining walls are not permitted. Concrete formations may be specified in lieu of galvanized steel.
- B. To minimize water problems, all window wells will extend at least 12 inches below the bottom of the windowsill and be filled with gravel until level with the bottom of the sill. The top of wells 3 or more inches above the surrounding grade will be extended to a height sufficient to prevent water run-off from entering the well.

- C. All wells must be covered with a black metal grate and a heavy-duty transparent plastic cover with a slope no greater than one inch (1") to carry water away from the building and to protect the well. Per building code, all well covers must be removable from the inside without special tools.

## **V. Window Style**

- A. Only the single crank "hinged double-hung sash window" replicating aesthetics of the Federal-style architecture of the condominium and identified in the December 2020 Replacement Residential Window Standard Policy with two sashes, each containing one (1) vertical mullion and two (2) horizontal mullions creating a six-pane appearance in each sash is permitted regardless of whether the basement is 100% above-grade or partially above or below grade.
- B. Only the double-hung sash window model specified above will fit the existing fenestration under the existing window lintels, regardless of the grade onto which the window opens. Sliding windows are prohibited.
- C. Windows cannot be wider than an existing opening and must allow egress and proper clearance as per code requirements. New fenestration openings cannot be wider than the standard width of existing lower-level window fenestration in the buildings.
- D. The specified windows are of the swing type and shall be installed with proper detailing at window heads, jambs, and sills to prevent air and water intrusion.
- E. Requests for windows that are partially above grade and require a window well must open inward. Efforts to open an outward opening window that is partially above grade and partially below grade will be blocked by the grate and transparent plastic cover installed over the window well.

## **VI. Waterproofing Requirements**

Unit Owners are required to waterproof the exterior of the exposed wall from the window stool to the foundation footer using the following method:

- Purge the exposed wall from top to bottom.
- Use hydraulic cement and inject it into any crack or cavity.
- Apply elastomeric rubberized paint.
- Back fill and tamp soil.

## **VII. Permitting & Construction, Paperwork, and Notification**

- A. The Unit Owner shall comply with all the requests and requirements on the Variance Request Form, including submission of building permits, notification of the start and completion of work, and approval of completed work by building inspectors.
- B. An approved variance request form contains other essential information such as the time permitted to start work once a variance is approved, and the time after which an approval expires if the work is not completed. All variance request forms for an egress window shall be completed to state that all construction work must be completed within 5 business days of the start of construction.
- C. Like all approved variances, work on an approved egress window is limited to the days, times, and other requirements described in the approved Home Construction/ Renovation Noise policy which currently lists construction workdays and hours as:
  - Monday through Friday: 7:00 a.m. – 6:00 p.m.
  - Saturday: 9:00 a.m. – 6:00 p.m.
  - Sunday & Holidays: 10:00 a.m. – 6:00 p.m.
- D. The Unit Owner shall bear responsibility for all costs related to the design, planning, installation, maintenance, repair, and damages from an egress window as are more fully described in the separate Maintenance Covenant Agreement required for the approval and installation of all egress windows.

## **VIII. Landscaping Requirements**

- A. All applications will be evaluated for landscaping on a case-by-case basis.
- B. If the requested location for the window is near a tree, management will assess the tree and location and may require evaluation by an arborist of the Association's choosing to determine the risk of excavation compromising the stability or health of the tree. The Unit Owner will bear the cost of any arborist's assessment.
- C. Removal costs for approved applications that require removal of a tree will be borne by the Unit Owner. In situations where there may exist an Association interest in a tree's removal (e.g., a tree in rapid decline, damaging sewage lines or building foundations, etc.) removal expense may be apportioned between the Association and the Unit Owner.
- D. The scope of landscape planning will be determined by the Association on a case-by-case basis. Landscape plans may need to address many issues such as, but not limited to, the following:
  - 1. Excavation requirements (dimensions of excavated area).
  - 2. A list shrubs or other plants that need to be removed.

3. Final grading elevation needs.
  4. Plans showing the type, size, and location of replacement trees/shrubs, plants, and groundcover.
  5. A plan to maintain newly planted trees/shrubs or other plants.
- E. The Unit Owner will bear the cost of re-landscaping. Re-landscaping will be managed by Management including:
1. Identification of shrubs and plants that need to be removed.
  2. Final grading elevation requirements.
  3. Selection of the type, size, and location of replacement trees/shrubs, plants, and other ground cover (with input from the Unit Owner as appropriate).
- F. The Unit Owner will take responsibility for watering the new plantings to ensure they succeed.

This policy is effective as of February 7, 2024.

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Joseph Torres, President, BOD

EXHIBIT A  
MAINTENANCE COVENENT AGREEMENT

EGRESS WINDOW INSTALLATION AND MAINTENANCE

COVENANT AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_,  
, by and between the Unit Owners' Association of  
Fairlington Villages, A Condominium organized under the  
provisions of Section 55-79.73, Code of Virginia (   
hereinafter referred to as Association), and  
\_\_\_\_\_, the Owner of a unit in  
Fairlington Villages that is more particularly described as  
unit number \_\_\_\_\_ / \_\_\_\_\_ (address)  
(hereinafter referred to as Owner.)

Whereas the Owner desires to obtain a variance from the  
Association through its Architectural Control Committee to  
install an egress window in the lower level of his  
residential unit; and

Whereas the Association Board of Directors, through its  
Architectural Control Committee, requires, as a pre-  
condition to the consideration of any such request for a

variance, that the Owner sign this agreement which shall be binding on the Owner, his tenants, transferee, and assigns, if any such variance is granted.

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's Architectural Control Committee shall consider such a request for a variance from the Owner if such a request is made. 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. That the Owner agrees to do and/or be fully responsible for the following:
  - a. Keeping windows in good working condition.
  - b. Preventing water intrusion.
  - c. Keeping well covers clean and in good condition.
  - d. Ensuring that any egress window and the

installation thereof, will meet applicable county or city requirements.

- e. Complying with any present and future guidelines and/or regulations of the Association and its Architectural Control Committee relating to egress windows and their installation.
- f. Subject to the limitations set forth below, being fully responsible for and holding the Association harmless for any and all damages, including but not limited to all damages to the Owner's property, to the Association's property, to the property of others and/or to the common elements, that result from the installation, use, and existence of any egress window. The obligation and/or commitment set forth in this subsection is not intended to and does not replace or supersede any insurance proceeds that may provide compensation for any of the damages referred to above. Rather, the obligation and/or commitment of the Owner that is set forth in this subsection is limited to damages, the compensation for which is not otherwise provided by insurance proceeds. Such items of damage would include, but not

necessarily be limited to, damage that is  
below deductible levels.

WHEREFORE, the parties sign and seal this Agreement.

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name