

# Definition of Variance and Application

Essentially, a **property** owner may request an area **variance** when their planned use of their **property** deviates from the POA Covenants designed to protect **property** values. If granted, a **variance** acts as a waiver to some aspect of the zoning law or restrictions.

- **Area variance** – allows modification of height, location, setback, size, or similar requirements for a use that is permitted in the zone.
- **Non-Conforming Variance** – Non-Conforming uses can be thought of as a property being “**grandfathered in**” to an existing zoning restriction. This variance can be granted when the property owner shows that the building or land was being used for a specific purpose before a zoning restriction came into effect or if the non-conforming use was in place at purchase by new property owner.

Westwood Hills / Ancient Oaks Property  
Owners' Association

**Variance Application**

Property owner(s) name\_\_\_\_\_

Property Address\_\_\_\_\_

Mailing Address\_\_\_\_\_

Date Submitted\_\_\_\_\_

Application is for the following:

\_\_\_Area Variance

\_\_\_Non-Conformance

This variance is requested for the purpose stated as follows:

To assist the Architectural Review Committee in reviewing the application the following documents and/or drawings are attached.

- 1.
- 2.
- 3.
- 4.

The ARC will review this application in a timely manner (30 days or less) and present to the Board of Directors for a decision on the application.

Assumptions:

- POA will not be responsible for any cost incurred by property owner prior to approval or non-approval.
- Apart from this variance (if approved) all other covenants and restrictions still apply.
- Property owner(s) will be responsible for compliance with all state and local laws, codes, regulations, and requirements including all permitting required.
- If an Area Variance a signed acknowledgement of approval by the adjacent property owner(s) must accompany this application.

NOW, THEREFORE, in consideration of the above variance, the Owner hereby agrees as follows:

- ❖ To indemnify and hold harmless and forever release and discharge the Westwood Hills Ancient Oaks Property Owners Association, and the POA officers, and Directors, from any and all liability, damages or losses arising out of, or in connection with the variance, or its approval of the Variance, including the costs of any suits, attorney's fees and other expenses in connection therewith, including trial and appeals therefrom.

Signature of Applicant(s)

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Receipt of Application by POA Officer

\_\_\_\_\_ Date \_\_\_\_\_

Request Approved \_\_\_\_\_ Date \_\_\_\_\_

Request Denied \_\_\_\_\_ Date \_\_\_\_\_

Comments on Approval or Denial:

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POA President \_\_\_\_\_

Date \_\_\_\_\_