



POTOMAC LANDING

PROPERTY OWNERS ASSOCIATION

Architectural Control Committee



NEW HOME BUILDING APPLICATION

Lot Number: _____ Date Submitted: _____

Lot Owners Full Name(s): _____

Mailing Address: _____

Email Address(s): _____

Phone Number (1): _____ Phone Number (2): _____

General Contractor: _____ License # _____

Mailing Address: _____

Phone Number (1): _____ Phone Number (2): _____

Desired Start Date: _____ Expected Completion Date: _____

Square Footage of House	Finished	Unfinished
Main Level – first floor		
Upper Level – second floor		
Lower Level - basement		

Note: finished square footage does NOT include roofed or unroofed porches, overhangs, terraces, garages, decks, unfinished basements, exterior basement access, or outside buildings.

Exterior Materials

Siding:	Color:
Exposed Foundation:	Color:
Roofing:	Color:

Note: No vinyl siding, exposed block or exposed concrete allowed.

1. Owners must obtain written approval from the Potomac Landing Architectural Control Committee prior to the commencement of any construction including clearing, excavation, digging of footers or foundations. Floor plans, all elevations showing finished upgrades, and site plan (all to scale with detailed exterior material information) must be attached. For other than home construction projects, please submit available sketches, drawings, pictures, manufacturer product brochures, etc., for review. Include property plat with structure locations depicted.
2. Property owners must fully adhere to the Declaration of Restrictions and Protective Covenants of Potomac Landing Subdivision, dated October 13, 1985, with Amendment dated October 12, 1989, and meet any and all applicable King George County zoning, code, and permit requirements.
3. Upon completion of the building project, applicants are to contact the ACC chairperson for inspection and closeout of the Building Application.
4. Property Owners must indicate any appropriate permitting by county or state as applicable.

Owner Signature: _____ Date: _____

Comments: _____

NEW HOME BUILDING AGREEMENT
POTOMAC LANDING PROPERTY OWNERS' ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE

I, _____, hereinafter referred to as "Property Owner" of the proposed structure, and among _____, hereinafter referred to as "Builder" of proposed structure on land known as lot _____, Potomac Landing subdivision, King George County, Virginia, hereinafter referred to as "subdivision" and Potomac Landing Property Owners' Association, hereinafter referred to the "the Association".

WITNESETH

WHEREAS, certain Restrictions, Covenants, and Conditions were recorded and bind said Subdivision, on a part of which Subdivision builder intends to construct a residential dwelling for Property Owner, and

WHEREAS, said Restrictions, Covenants, and Conditions provide certain controls to govern the character and quality of construction within the described Subdivision, and

WHEREAS, the Architectural Control Committee has been empowered by the Board of Directors of the Association to grant and deny permission to construct structure within the Subdivision, and

WHEREAS, the Architectural Control Committee has been further empowered by the Board of Directors of the Association to require submission of this agreement as a condition for building approval, and

NOW, THEREFORE, the Association through its Architectural Control Committee, does hereby grant permission for Builder to build a structure on the described real estate and in consideration of such granting, the parties to agree as follows:

1. Approved Plans: the structure shall be constructed precisely in accordance with the plans and specification described as:

Construction other than that shown on the plans and specifications approved thereunder is expressly forbidden unless approved by the Architectural Control Committee. A copy of the plans must be permanently deposited with the Architectural Control Committee.

2. Culvert: If required by county Civil Engineer, Builder shall place a culvert beneath the driveway at the point where the driveway from the proposed home strikes the road providing access to property upon which the structure is to be constructed. The culvert pipe shall be sized in accordance with Virginia Department of Transportation requirements.

3. Construction Driveway: Prior to commencing any construction or bringing any material which require transportation by truck to the site, a construction driveway shall be constructed (over the culvert described in Paragraph Two above if a culvert is required) for a suitable distance from the road that provides access to the described property, parking for construction vehicles, and prevents mud being tracked onto the roadway. The driveway may be constructed from appropriate stone/gravel. If mud is tracked onto the road, the Builder shall, at the end of each day's construction, clean and remove the mud from the roadway. Not later than the following day, Builder shall, as needed, reconstruct the driveway so that mud is no longer deposited on the roadway.

4. Vehicles may be parked on the side of the roadway when driveway is not available during business hours. **All after-hours construction vehicle parking must be in the driveway or lot only. Other construction equipment (dumpsters, supplies, etc.) shall be located off of the road.** Vehicles may temporarily remain on the road for delivery of equipment and supplies.

5. Securing Debris: At the end of each day's construction activity, the Builder will inspect the construction area and shall ensure that the lot and subdivision area are free from all debris. A "dumpster" will be placed on the job site no later than upon completion of the residence foundation to secure such debris. **The builder will explicitly ensure that debris is prevented from blowing onto surrounding properties.** No debris will be burned at the job site.

6. Breach of Agreement: Property Owner and Builder agree that any breach of the above conditions may be corrected by the Association and any expense incurred in the process of such correction shall be paid by Builder. If Builder neglects to pay such amounts, the sums billed shall constitute a lien upon such property.

7. Timely Completion: Property Owner guarantees that construction of all structures and landscaping shown on the approved plans and plot plan shall be completed no later than twelve (12) months after the date of this agreement. After this timeline, the property owner will enter the PLPOA due diligence process unless an extension is requested and subsequently approved.

8. Compliance: Should the Association bring legal proceedings or employ counsel to enforce compliance with any of the terms of this Agreement, the Property Owner hereby agrees to reimburse the Association and all costs and expenses incurred by it, including attorney's fees and court costs.

Requested deviations: _____

WITNESS our hands this _____ day of _____, _____.

PROPERTY OWNER: _____

by: _____

ASSOCIATION: POTOMAC LANDING PROPERTY OWNERS' ASSOCIATION

by: _____