

**LAKE MANASSAS RESIDENTIAL OWNERS ASSOCIATION**  
**AGREEMENT FOR**  
**NEW CONSTRUCTION/MAJOR MODIFICATIONS**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the BOARD OF DIRECTORS OF LAKE MANASSAS RESIDENTIAL OWNERS ASSOCIATION, INC. (hereinafter referred to as the \_\_\_\_\_ “Association”), \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_, as well as his successors and assigns (collectively “Owner”) and \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, as well as his agents, representatives, employees, successors and assigns (collectively “Builder”) in connection with and in consideration of the Association’s review and approval of the plans for the construction of a home or other improvements by Contractor for Owner on Section \_\_\_\_ Lot No. \_\_\_\_\_ in the Lake Manassas community and for the primary purpose of preventing or minimizing nuisances and disturbances in this residential neighborhood attendant to construction.

For the reasons recited above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**I. General**

1. Acknowledgements. The Builder and Owner acknowledge that significant efforts have been undertaken towards the development of Lake Manassas including land planning, architectural design, landscape design, marketing, monitoring of home construction, architectural plan review, site plan review, etc.

Builder and Owner agree that Builders purpose is to construct a single residential dwelling on Section\_\_\_\_\_ Lot \_\_\_\_\_.

Builder and Owner acknowledges that Lake Manassas, while adjacent to the Stonewall Golf Club, is in no way affiliated with it and that no ownership rights or use rights in any golf course and related recreational facilities provided at Stonewall Golf club are appurtenant to any lot.

2. Approvals.
  - a. Prior to the start of construction, the Builder and Owner must receive written approval from the Lake Manassas Residential Owners Association New Construction Committee (“NCC”). The Application for such approval shall include all items listed in the New Construction Application

Checklist, attached hereto as Exhibit "A". Only complete Application packages shall be considered by the NCC.

- b. No changes can be made to approved drawings or submittals (architectural materials or landscaping) without the written approval from the NCC.
- c. Unapproved changes are a violation of the Associations covenants and rules and regulations and are subject to rules violation charges and penalties and the violation will be required to be remedied immediately at the Owner's expense.

3. Fees. Owner shall pay the Association the following amounts:

- a. a non-refundable processing fee of \$\_\_\_\_\_;
- b. a non-refundable administration and review fee of up to \$\_\_\_\_\_, intended to cover the costs and expenses of up to and including 3 meetings, consultations or reviews;
- c. additional fees may be charged for additional meetings, consultations, or reviews; and
- d. The Association also expressly reserves the right to require, at Owner's sole expense, that the plans be prepared by a licensed architect, engineer or other professional, and that he attend the review meetings.

4. Deposit. A Construction Compliance Deposit of up to \$\_\_\_\_\_, as established from time to time by the NCC, must be paid upon submission of the Application package to the NCC. This amount is payable in cash or certified funds and is refundable subject to the provisions of this Agreement. The Deposit is to ensure that all construction complies with all applicable standards of the Association and any duly adopted Design Guidelines. Failure to comply with these standards will result in the forfeiture, in the favor of the Association, of any portion or all of this Deposit. The Deposit shall be maintained by the Association until completion of construction, and shall be released upon written approval of the NCC, but without representation or warranty whatsoever relating to such construction or completion.

- a. Builder shall perform no construction activity on the lot prior to said Deposit being submitted by Owner and plans being approved by the NCC.
- b. The costs of any incomplete work completed by Association or needing to be completed, penalties imposed or fees incurred by the Association, or

rules violation charges assessed against Lot, during the process may be deducted from the Deposit.

5. Compliance with Restrictive Covenants and Design Guidelines.

- a. Builder and Owner acknowledge that the residential portions of Lake Manassas are or will be subject to (i) a Declaration of Covenants, Conditions and Restrictions for Lake Manassas Association, (ii) a Declaration of Covenants, Conditions and Restrictions for Lake Manassas Residential Owners Association and (iii) a declaration of restrictive covenants for a master property owner's association (collectively the "Restrictive Covenants"). Builder and Owner acknowledge receipt of copies of the Restrictive Covenants in their current form. The Association shall keep available at its on-site office copies of such Restrictive Covenants and any modifications thereto for inspection by Builder and Owner. Builder and Owner agree to abide by such Restrictive Covenants in the use of lots and the improvement thereof, and Owner agrees to pay assessments as provided therein.
- b. Builder and Owner further acknowledge receipt of the Community Development Code—Land Use Standards (the "Design Guidelines") promulgated under the Declaration of Covenants, Conditions and Restrictions for Lake Manassas Residential Owners Association, which include design guidelines and review procedures to permit the New Construction Committee (as described therein) to review and approve all plans for clearing and improvement of lots. Builder and Owner agree that all clearing, construction and use of lots will be strictly in accordance with the design guidelines, including without limitation the "General Rules for all the Lake Manassas Contractors Personnel" contained in the Design Guidelines.
- c. The New Construction Committee has adapted and implemented and will adapt and implement certain clarifications, expansions, interpretations and additions to the Design Guidelines from time to time, all of which shall be considered binding upon the Builder and Owner.

## **II. Prior to Construction**

1. Access Registration. Each Builder is required to provide the NCC with a written list of subcontractors, suppliers, and other workers who will be working on the home construction.

2. Access of Workers not Registered. Any subcontractor, supplier or other worker not properly registered will not be allowed gate access without phone approval or written submittal by the Builder.
3. Permits. It is the responsibility of the Owner and Builder to obtain all necessary permits and licenses before work requiring a permit is done. Permits must be posted on the work site.
4. Insurance. Builder must have general liability insurance throughout the time period of the construction in an amount sufficient to cover possible damages to Association roadways. Owner to provide the NCC with a copy of Builder's insurance policies.

### **III. During Construction**

1. Owner and/or Builder shall provide dumpsters, portable toilet facilities, or any other services, supplies or equipment deemed necessary by the Association, in its sole discretion. In the event of default by Owner, the Board of Directors may elect to provide such services, supplies or equipment at Owner's expense, and may deduct the cost thereof from the Deposit Account.
2. The Owner and/or Builder shall not encroach upon or cause any damage to another lot or the common area.
3. All work is to be completed in a professional, workmanlike and timely manner, and in accordance with (1) industry standards and (2) the approved plans, and shall maintain the uniformity of original design scheme for the properties and quality of construction.
4. No construction materials will be stored outside the Lot over night.
5. Construction debris outside the Lot will be cleaned up daily. No exceptions. This includes but is not limited to the cleaning-up of all significant accumulations of mud, rocks, gravel or concrete spillage from the streets, rights of way, easements, driving lanes, sidewalks and so forth caused by construction on the Lot each day.
6. No construction waste shall be placed in any dumpsters belonging to or controlled by the Association for common or private use.
7. No structure, trailer or the like may be temporarily or permanently placed in the common area or on a Lot without prior express written approval of the NCC.

8. Neither construction work nor construction materials, vehicles or equipment shall be allowed to obstruct the free flow of traffic throughout the development, including by way of illustration but not limitation the roadways and driveways.
9. Builder shall not park or allow the parking of motor vehicles, trailers, equipment, materials or supplies on any other Lot or the common area, including the grass and sidewalk during construction. Motor vehicles and trailers may only be parked in the common areas with the express prior written consent of the Association. No motor vehicles or trailers may be parked in common areas over night.
10. Parking in the roadways creates a safe site problem and is strictly prohibited.
11. Owner and Builder shall comply and require compliance by all workers and subcontractors with all building codes and other applicable zoning, building and construction regulations of all applicable regulatory agencies, including Prince William County, all rules, regulations of and agreements with the Association, the Lake Manassas Residential Owners Association Declaration of Covenants, Conditions, and Restrictions, and the approved plans.
12. Neither this Agreement nor approval of the construction plans constitute any representation or undertaking by the Association, the Board of Directors, the NCC or its members that the design or construction of the dwelling to be built are safe, proper or adequate. Nor shall failure to enforce any terms of this Agreement give rise to any liability on the part of the Association, the Board of Directors, the NCC or its members or agents, or constitute a waiver by the Association of the right to enforce any terms of this Agreement at any time for the same or similar acts of noncompliance.
13. Owner and Builder shall be fully liable for, and hereby indemnifies and agrees to hold harmless the Association, its Board of Directors, agents, unit owners and guests from any and all injuries, damages, causes of actions, claims or obligations and any consequential and incidental damages, attorneys' fees or costs arising out of or related the design or construction of the dwelling.
14. No assignment of this agreement can take place without the prior written consent of the Association. Any sale of more than 50% of the stock or partnership interest of Builder or merger or consolidation of Builder with any other party shall be considered an assignment for purposes hereof.

#### **IV. Upon Completion**

1. Notification of completion. The Builder and/or Owner shall notify the NCC upon the completion of the home construction.

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Initials/Owner

2. Inspection. The NCC will inspect the Builder's completed construction within a reasonable period of time of its receiving notice from Builder that said construction is complete, and will refund the applicable contract deposits upon approval.
3. Application of Deposit. The Association agrees to notify Owner of any issues that may require the application of Deposit before those funds are used for any purpose. Owner is responsible for damage to community roads, landscaping, gatehouse or any other item owned by the development.

**V. Miscellaneous**

1. In the event any dispute arises under this Agreement, the prevailing party shall recover its reasonable attorneys fees and costs incurred.
2. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
3. This agreement and all questions of construction of the provisions hereof and of the rights and liabilities of the parties hereunder shall be construed and determined in accordance with the applicable laws of the Commonwealth of Virginia.
4. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
5. The terms and conditions set forth herein shall survive the passing of title.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized officers, partners or agents.

OWNER

BUILDER:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Lake Manassas Residential Owners Association  
(Association)

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LAKE MANASSAS  
NEW CONSTRUCTION COMMITTEE  
Design Review Application Appendix**

Section \_\_\_\_\_ Lot \_\_\_\_\_ Builder \_\_\_\_\_

Architect \_\_\_\_\_

Landscape Architect \_\_\_\_\_

The following materials and products will be used consistent with the approved plans and requirements of the Lake Manassas New Construction Guidelines:

\_\_\_\_\_  
**Builders Signature** \_\_\_\_\_ **Print Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Roofing material** \_\_\_\_\_ **Brand** \_\_\_\_\_

**Style** \_\_\_\_\_ **Color** \_\_\_\_\_

**Siding material 1** \_\_\_\_\_ **Brand** \_\_\_\_\_

**Style** \_\_\_\_\_ **Color** \_\_\_\_\_

**Siding material 2** \_\_\_\_\_ **Brand** \_\_\_\_\_

**Style** \_\_\_\_\_ **Color** \_\_\_\_\_

**Window Material** \_\_\_\_\_ **Brand** \_\_\_\_\_

**Style** \_\_\_\_\_ **Color** \_\_\_\_\_ **Muntin Size** \_\_\_\_\_

**Front Door Material** \_\_\_\_\_ **Brand** \_\_\_\_\_

**Style** \_\_\_\_\_ **Finish** \_\_\_\_\_

**Side and Rear Doors Material** \_\_\_\_\_ **Brand** \_\_\_\_\_

**Style** \_\_\_\_\_ **Finish** \_\_\_\_\_

**Chimney Material** \_\_\_\_\_ **Base Material** \_\_\_\_\_

**Front Porch Floor Material** \_\_\_\_\_ **Brand** \_\_\_\_\_

**Style** \_\_\_\_\_ **Finish** \_\_\_\_\_

**Special Materials Details Comments Attached** Yes \_\_\_\_\_ No \_\_\_\_\_