

North Hill Covenants

Reproduction of document as recorded

September 2023

The following covenants have been recreated electronically from the original covenants as recorded among the land records in the Fairfax County, Virginia Land Records Office of the Circuit Court. The original documents may be found in **Deed Book 5877 at Page 405 recorded on December 21, 1983**. These electronic documents bare no signatures but are a MS Word version of the legally binding covenants for the North Hill Community.

The Declaration of Covenants, Conditions and Restrictions provides the basis for preserving the developer's plan for North Hill when it was declared as a subdivision in 1983. The community has not modified or amended the covenants since their inception.

The North Hill Architectural Review Board (NHARB) has the responsibility to interpret, administer and enforce the covenants for the community. The NHARB is currently comprised of the following members as of August 1, 2023:

Robert Webb	Chairperson	703-405-8845
Judy Watters	Vice-Chair	703-244-5873
Maria Cunningham	Secretary	703-655-1012
Connie Hylton	Treasurer	703-623-6163
Nadeem Choudhry	Member	703-200-3980
Robert Portland	Member	703-352-0125
Linda Hulick	Member	703-517-0815
Gene Desaulniers	Member	571-435-2857

The NHARB encourages all owners and prospective owners to review the following legally enforceable and binding covenants for the community. Please contact any of the above listed NHARB members if you should have questions.

Note: The above cover page is not part of the recorded Covenants.

(Signatures and notarizations of Covenants omitted)

NORTH HILL COVENANTS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 15th day of December, 1983, by NORTH HILL JOINT VENTURE, hereinafter known as the "Declarant"; and GEORGE A DARNE AND SONS, INC., HALMAR, INC. NVH INCORPORATED, and RICHARD E. McLEOD, JR. and ELIZABETH ANN McLEOD, hereinafter collectively referred to as "Builders".

WHEREAS, Declarant is the now or former owner of certain real property located in Fairfax County, Virginia, known as Sections 1 and 2, NORTH HILL, as the same are duly dedicated, platted, and recorded in Deed Book 5801, at page 788, and re-recorded in Deed Book 5863, at page 469, and Deed Book 5807, at page 555, and re-recorded in Deed Book 5863, at page 477, among the land records of Fairfax County, Virginia; and

WHEREAS, George A. Dame and Sons, inc., are the owners of Lots 5, 61, 67, 78, and 93, Section One, and Lot 69, Section Two, North Hill; and

WHEREAS, Halmar, Inc., is the owner of Lots 6, 71, 74, 84, and 86, Section One, and Lots 32 and 44, Section Two, North Hill; and

WHEREAS, NVH Incorporated is the owner of Lots 3, 4, 60, 66, 68, 70, 76, 77, 79, 82, 83, 87, 91 and 94, Section One, and Lots 19, 28, 31, and 37, Section Two, North Hill and

WHEREAS, Richard McLeod, Jr. and Elizabeth Ann McLeod are the owners of Lot 62, Section One, North Hill; and

WHEREAS, Lester A Sorensen, Jr., and Maxine F. Sorensen are the owners of Lot 20, Section 2, North Hill; and

WHEREAS, Declarant and Builders now own all lots in Sections 1 and 2, North Hill.

WHEREAS, Declarant, Builders, and their successors and assigns desire to create thereon a residential community and to provide for the preservation of the values of said community and to this end, do declare and publish their intent to subject the real property as hereinafter described, to the covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth; it being intended that the easements, covenants, restrictions, and conditions shall run with said real property or any part thereof, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, Declarant and Builders, for and in consideration of the premises and the covenants contained herein, do hereby declare the real property designated as Lots 1 through 11, and 60 through 98, Section 1; and Lots 12 through 59, Section 2, NORTH HILL, to be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, and liens (hereinafter referred to as "Covenants and Restrictions"), hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and any amendment thereto.

Section 2. "Properties" shall mean and refer to the real property hereinabove described, and such additions thereto which, from time to time, may be brought within the scope of the Declaration.

Section 3. "Lot" shall mean and refer to Lots 1 through 11, and 60 through 98, Section 1; and Lots 12 through 59, Section 2, North Hill and any other recorded lots subjected to this Declaration.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Declarant" shall mean and refer to NORTH HILL JOINT VENTURE and its successors and assigns, if such successors or assigns should acquire from the Declarant (including by foreclosure or deed in lieu of foreclosure) more than two (2) undeveloped Lots for the purpose of development.

ARTICLE II

Section 1. The Declarant, for itself, its successors and assigns, reserves the right, prior to the sale and transfer of any Lot, pursuant to a recorded Subdivision plat, to alter, amend, and change any lot lines or the subdivision plan.

Section 2. The Lots shall be used exclusively for residential purposes, except that a professional office may be maintained in a dwelling, provided, further, that such maintenance and use is in strict conformance with the provisions of any applicable zoning law, ordinance, or regulation. No more than two cars other than the Lot Owners' cars may be on the lot at any time; As used in this Section the term professional office shall mean rooms used for office purposes by a member of any recognized profession, including lawyers, architects, and the like; but not including medical or dental offices. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family detached dwelling, garages, and other approved structures for use solely by the occupants. Except for those related to real estate sales and construction, no signs, advertisement, or message, other than for identification purposes only, shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in, or from, any residence or residential property.

Notwithstanding the foregoing, the Declarant or its assigns may:

(a) During the construction and/or sales period, and within ten (10) years from the date hereof, erect, maintain, and operate real estate sales and construction offices, displays, signs, and special lighting on any part of the Lots and on or in any building or structure now or hereafter erected thereon while owned by the Declarant.

(b) On Lots now or hereafter specifically designated for such purposes by Declarant, there may be erected and/or operated a church or place of public worship, a school accredited by the Commonwealth of Virginia Board of Education, a public park, a noncommercial swimming pool, a recreational area, and appurtenances thereto.

Section 3. No clothing, laundry, or wash shall be aired or dried on any portion of the Lots in any area other than inside a screened in porch, if any.

Section 4. No tree, hedge, or shrub planting shall be maintained on any Lot in such a manner as to obstruct sight lines for vehicular traffic.

Section 5. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Except for flower gardens, shrubs, and trees which shall be neatly maintained, all open Lot spaces shall be maintained in lawns or other materials approved by the Architectural Review Board. All lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of three (3) inches.

Section 6. No sign of any kind that is illuminated and/or larger than two square feet shall be displayed to the public view on any Lot, except a temporary real estate sign not more than four square feet in area, advertising the property for sale or rent and except as provided in Paragraph 2 (a) above. All signs advertising Lots for sale or rent shall be removed within three days from the date of execution of any agreement of sale or rental.

Section 7. No horse, pony, cow, chicken, pig, hog, sheep, goat, or other domestic animal shall be kept or maintained on any Lot; however, common household pets, such as cats and dogs may be kept or maintained, provided that they are not kept, bred, or maintained, for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or the neighborhood and are in compliance with the applicable Fairfax County ordinances.

Section 8. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot.

Section 9. The exteriors of all structures, including wall, doors, windows, and roofs shall be kept in good maintenance and repair. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction. In the event of fire, windstorm, or other damage, the exterior of no structure shall be permitted to remain in a damaged condition for longer than three (3) months.

Section 10. No structure or addition to a structure shall be erected, placed, altered, or externally improved on any Lot until the plan and specification, including elevation, material, color, texture, and a site plan showing location of the improvement with grading modifications shall be filled with and approved in writing by the Architectural Review Board. No alterations, additions, or improvements shall be made to any garage which would defeat the purpose for which it was intended. Structure shall be defined to include any building of any kind or portion thereof, and any

fence, pavement, driveway, or appurtenances to any of the aforementioned. No temporary building shall be maintained on any Lot without the approval of the Architectural Review Board.

Section 11. No fence or similar enclosure may be built on any Lot except a rear yard fence. The allowable fence types are:

- A) A board on board fence and
- B) A (3 rail) split-rail fence.

Both fence types are limited in height to four feet. Other fencing may be approved by the Architectural Review Board if deemed appropriate by the Board to provide security around approved swimming pools, or for other reasonable purposes. Such fences will ordinarily not be lot line fences and shall be located to reduce impact on other lots. Any fence built on any Lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. The words "rear yard" set forth throughout these covenants shall not include any area that extends in front of the building restriction lines as established by the zoning ordinances of Fairfax County, Virginia, and shall apply to both of the street frontages on all corner lots. In the event the building is set back more than the building restriction line or lines as set forth above, the fence cannot be located closer than the front of the dwelling or extension thereof as located on said Lot and in case of corner lots, said fence cannot be located closer to either street than the house is located from said street.

Section 12. No exterior television or radio antenna of any sort, or other aerial or antenna for either reception or transmission shall be erected or maintained on any Lot, except that such aerials or antenna may be erected or maintained within the dwelling located on any lot.

Section 13. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, television cable, or similar transmission line shall be installed or maintained on any Lot above the surface of the ground.

Section 14. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil, or other hydrocarbons, minerals, gravel, or earth.

Section 15. No sound hardwood trees measuring in excess of six (6) inches in diameter and two (2) feet above the ground shall be removed from any lot without the written approval of the Architectural Review Board. The Architectural Review Board may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

Section 16. No junk vehicles, recreational vehicles, house trailers, or commercial or industrial vehicles such as, but not limited to, moving vans, trucks, tractors, trailers, vans, wreckers, hearses, or buses shall be regularly or habitually parked within the boundaries of the subdivision. No storage of boats, boating equipment, travel trailers, camping equipment, or recreational vehicles shall be visible from the street.

Section 17. No Lot shall be divided or subdivided, and no portion of any Lot, other than the entire Lot, shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility, or other public body or authority or to the Declarant or any other person for any purpose.

Section 18. The provisions of Sections 4,5,6,8,9,26 and 17 above shall not apply to any construction or development or improvements on any lot by a Declarant commencing within ten (10) years from the date of this Declaration.

Section 19. All mailboxes shall be of a type shown in the attached drawing and these are to be maintained in the same colors as installed unless the Architectural Review Board elects to change them.

Section 20. Sheds of any kind are prohibited. Additions may be made to a house to increase storage but any such addition must be approved by the Architectural Review Board.

Section 21. Storm Doors and windows are permitted.

Section 22. Attic ventilators located away from public view are permitted if they are painted the same color as the roof.

Section 23. Greenhouses must be approved by the Architectural Review Board.

Section 24. Generally, only below-ground pools will be approved.

Section 25. Permanent outdoor cooking structures and permanent lawn furniture structures such as gazebos and park benches must be approved.

ARTICLE III

THE ARCHITECTURAL REVIEW BOARD

Section 1. The Architectural Review Board shall consist of the Declarant on North Hill or a committee of three or more persons appointed by them. Any action taken by the Architectural Review Board shall be by the affirmative vote of a majority of the members of the Board. In the absence of the Declarant, vacancies on the Board may be filled by the remaining Board Members. In the absence of Declarant, Board members may be appointed or existing Board members replaced by vote of a majority of the those attending a meeting called of all Owners and attended in person or by proxy, of the Owners of at least 25% of the Lots subject to the Declaration.

Section 2. Applications for approval by the Architectural Review Board shall be in writing. Approval or disapproval by the Board shall also be in writing. Failure of the Board to approve or disapprove a request within sixty (60) days shall be construed as Board approval of the request, and the requirements of this Declaration relative to Board appeal shall be deemed to have been fully complied with.

Section 3. Construction or alterations in accordance with plans and specifications approved by the Architectural Review Board shall be commenced within six (6) months following the date upon which the same are approved by the Board (whether by affirmative action or by forbearance from action, as provided above), and shall substantially be completed within twelve (12) months following the date of commencement, or within such other period as the Board shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Board shall be conclusively deemed to have lapsed and compliance with the approval provisions of this Declaration shall again be required. There shall be no deviation from the plans and specifications approved by the Board without the prior consent in writing of the Board. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Board to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 4. Upon the completion of any construction or alterations or other improvements or structures or other improvements in accordance with plans and specifications approved by the Architectural Review Board in accordance with the provisions of this Article, the Architectural Review Board shall, at the request of the owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration, or other improvements referenced in such certificate have been approved by the Architectural Review Board and constructed or installed in full compliance with the provisions of the applicable provisions and requirements of this Declaration.

Section 5. The Architectural Review Board may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, and guidelines, and establish such criteria relative to architectural styles or details, colors, setbacks, materials, or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria, or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Review Board may charge and collect a reasonable fee from the examination of plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Review Board shall be final, except that in the absence of the Declarant any member who is aggrieved by any action of forbearance from action by the Architectural Review Board (or by any policy, standards, guidelines established by the Architectural Review Board) may appeal the decision of the Architectural Review Board to the owners at a general meeting called for such purposes. A majority vote shall then decide the outcome. Owners of at least 25% of the Lots subject to the Declarant must be present in person or by written proxy to overrule the Architectural Review Board.

ARTICLE IV

EASEMENTS

Section 1. There is hereby granted a blanket easement to the Declarant and its employees, and to all policemen, firemen, ambulance personnel, and all similar persons to enter upon the Lots in the exercise of the function provided by this Declaration in the event of emergencies, and in performance of government functions.

[Easement Sections 2 through 4 have been intentionally omitted and can be provided upon request]

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner (including the Declarant) shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or thereafter imposed by the provisions of this Declaration. Failure by any. Owner to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right of an Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies, and privileges granted to any Owner pursuant to any term, provision, covenant, or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration, or at law or in equity.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors., and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years. The covenants and restrictions of this Declaration may be amended in whole or in part, **provided** that Declarant shall not amend or remove Lots from this Declaration without the consent of the Owner, other than the Declarant, of at least one Lot. Any such amendment during the first twenty (20) year period shall have the assent of not less than eighty percent (80%) of the lot Owners, and thereafter any amendment shall have the assent of seventy- five percent (75%) of the votes of the lot Owners, at a meeting duly called for this purpose, written notice of which shall be sent to all lot Owners not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. Any amendment must be properly executed and acknowledged (in the manner required by law for the execution and acknowledgement of deeds) and recorded among the land records of Fairfax County, Virginia.

Section 4. FHA/VA Approval. After initial approval of the Lots for FHA or VA financing for so long as the Declarant owns any undeveloped Lots, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

- A. annexation of additional properties; and
- B. amendment of Declaration of Covenants, Conditions, and Requirements.

Section 5. Additional Land. For a period of five (5) years from date hereof, Declarant may subject additional land to this Declaration in one or more increments. Such additional land must:

- A. be in proximity to Section 1 or Section2, North Hills; and
- B. contain a total of no more than 80 additional lots.

WITNESS WHEREOF the following signatures and seals:

North Hill Venture

By General Partner

By George A Darne and Sons, Inc.

By HALMAR, Inc.

By NVH Incorporated

By Lestor A. Sorensen, Jr. and Maxine F. Sorensen

By Richard E. McLeod, Jr and Elizabeth Ann McLeod

[Actual Signature Page intentionally omitted]