

North Hill Covenants

Electronic Facsimile September 2019

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 represented as 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:

Judy Watters	Chairperson	703-244-5873
Robert Webb	Vice-Chair	703-405-8845
Debra Sparkman	Secretary	703-385-4397
Connie Hylton	Treasurer	703-623-6163
Nadeem Choudhry	Member	703-200-3980
Robert Portland	Member	703-352-0125
Suzanne Smith	Member	571-970-7275

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: This cover page is not part of the recorded Convents.

NORTH HILL COVENANTS

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3 THIS DECLARATION OF COVENANTS, CONDITIONS, AND
4 RESTRICTIONS is made this 15th day of December, 1983, by NORTH HILL
5 JOINT VENTURE, hereinafter known as the "Declarant"; and GEORGE A
6 DARNE AND SONS, INC., HALMAR, INC. NVH INCORPORATED , and
7 RICHARD E. McLEOD, JR. and ELIZABETH ANN McLEOD, hereinafter
8 collectively referred to as "Builders".
9

10 WHEREAS, Declarant is the now or former owner of certain real
11 property located in Fairfax County, Virginia, known as Sections 1 and 2,
12 NORTH HILL, as the same are duly dedicated, platted, and recorded in
13 Deed Book 5801, at page 788, and re-recorded in Deed Book 5863, at
14 page 469, and Deed Book 5807, at page 555, and re-recorded in Deed
15 Book 5863, at page 477, among the land records of Fairfax County,
16 Virginia; and
17

18 WHEREAS, George A. Darne and Sons, inc., are the owners of Lots 5,
19 61, 67 ,78, and 93, Section One, and Lot 69, Section Two, North Hill; and
20

21 WHEREAS, Halmar, Inc., is the owner of Lots 6, 71, 74, 84, and 86,
22 Section One, and Lots 32 and 44, Section Two, North Hill; and
23

24 WHEREAS, NVH Incorporated is the owner of Lots 3, 4, 60, 66, 68, 70,
25 76, 77, 79, 82, 83, 87, 91 and 94, Section One, and Lots 19, 28, 31, and 37,
26 Section Two, North Hill and
27

28 WHEREAS, Richard McLeod, Jr. and Elizabeth Ann McLeod are the
29 owners of Lot 62, Section One, North Hill; and
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31 WHEREAS, Lester A Sorensen, Jr., and Maxine F. Sorensen are the
32 owners of Lot 20, Section 2, North Hill; and
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34 WHEREAS, Declarant and Builders now own all lots in Sections 1 and
35 2, North Hill.
36

37 WHEREAS, Declarant, Builders, and their successors and assigns
38 desire to create thereon a residential community and to provide for the
39 preservation of the values of said community and to this end, do declare
40 and publish their intent to subject the real property as hereinafter
41 described, to the covenants, restrictions, easements, conditions, charges,
42 and liens hereinafter set forth; it being intended that the easements,

43 covenants, restrictions, and conditions shall run with said real property or
44 any part thereof, and shall inure to the benefit of each owner thereof.
45

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

129 the like; but not including medical or dental offices. NO building shall be
130 erected, altered, placed, or permitted to remain on any Lot other than
131 one single-family detached dwelling, garages, and other approved
132 structures for use solely by the occupants. Except for those related to real
133 estate sales and construction, no signs, advertisement, or message, other
134 than for identification purposes only, shall be displayed or published which
135 offers or implies commercial or professional services, or which might
136 constitute any other kind of business solicitation in, or from, any residence
137 or residential property. Notwithstanding the foregoing, the Declarant or its
138 assigns may:

- 139 (a) During the construction and/or sales period, and
140 within ten (10) years from the date hereof, erect,
141 maintain, and operate real estate sales and
142 construction offices, displays, signs, and special
143 lighting on any part of the Lots and on or in any
144 building or structure now or hereafter erected
145 thereon while owned by the Declarant.
- 146 (b) On Lots now or hereafter specifically designated for
147 such purposes by Declarant, there may be erected
148 and/or operated a church or place of public
149 worship, a school accredited by the
150 Commonwealth of Virginia Board of Education, a
151 public park, a noncommercial swimming pool, a
152 recreational area, and appurtenances thereto.

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

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

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

170
171 **Section 6.** No sign of any kind that is illuminated and/or larger
172 than two square feet shall be displayed to the public view on any Lot,

173 except a temporary real estate sign not more than four square feet in
174 area, advertising the property for sale or rent and except as provided in
175 Paragraph 2 (a) above. All signs advertising Lots for sale or rent shall be
176 removed within three days from the date of execution of any agreement
177 of sale or rental.

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

186
187 **Section 8.** Trash and garbage containers shall not be permitted to
188 remain in public view except on days of trash collection. No
189 accumulation or storage of litter, new or used building materials, or trash
190 of any other kind shall be permitted on any Lot.

191
192 **Section 9.** The exteriors of all structures, including wall, doors,
193 windows, and roofs shall be kept in good maintenance and repair. No
194 structure shall be permitted to stand with its exterior in an unfinished
195 condition for longer than six (6) months after the commencement of
196 construction. In the event of fire, windstorm, or other damage, the
197 exterior of no structure shall be permitted to remain in a damaged
198 condition for longer than three (3) months.

199
200 **Section 10.** No structure or addition to a structure shall be erected,
201 placed, altered, or externally improved on any Lot until the plan and
202 specification, including elevation, material, color, texture, and a site plan
203 showing location of the improvement with grading modifications shall be
204 filled with and approved in writing by the Architectural Review Board. No
205 alterations, additions, or improvements shall be made to any garage
206 which would defeat the purpose for which it was intended. Structure shall
207 be defined to include any building of any kind or portion thereof, and any
208 fence, pavement, driveway, or appurtenances to any of the
209 aforementioned. No temporary building shall be maintained on any Lot
210 without the approval of the Architectural Review Board.

211
212 **Section 11.** No fence or similar enclosure may be built on any Lot
213 except a rear yard fence. The allowable fence types are:

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

216

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

233

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

238

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

243

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

247

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

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256 **Section 16.** No junk vehicles, recreational vehicles, house trailers, or
257 commercial or industrial vehicles such as, but not limited to, moving vans,
258 trucks, tractors, trailers, vans, wreckers, hearses, or buses shall be regularly
259 or habitually parked within the boundaries of the subdivision. No storage

260 of boats, boating equipment, travel trailers, camping equipment, or
261 recreational vehicles shall be visible from the street.

262

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

270

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

275

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

279

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

283

284 **Section 21.** Storm Doors and windows are permitted.

285

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

288

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

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

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

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304 **ARTICLE III**

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306 **THE ARCHITECTURAL REVIEW BOARD**

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309 **Section 1.** The Architectural Review Board shall consist of the
310 Declarant on North Hill or a committee of three or more persons
311 appointed by them. Any action taken by the Architectural Review Board
312 shall be by the affirmative vote of a majority of the members of the Board.
313 In the absence of the Declarant, vacancies on the Board may be filled by
314 the remaining Board Members. In the absence of Declarant, Board
315 members may be appointed or existing Board members replaced by vote
316 of a majority of the those attending a meeting called of all Owners and
317 attended in person or by proxy, of the Owners of at least 25% of the Lots
318 subject to the Declaration.
319

320 **Section 2.** Applications for approval by the Architectural Review
321 Board shall be in writing. Approval or disapproval by the Board shall also
322 be in writing. Failure of the Board to approve or disapprove a request
323 within sixty (60) days shall be construed as Board approval of the request,
324 and the requirements of this Declaration relative to Board appeal shall be
325 deemed to have been fully complied with.
326

327 **Section 3.** Construction or alterations in accordance with plans
328 and specifications approved by the Architectural Review Board shall be
329 commenced within six (6) months following the date upon which the
330 same are approved by the Board (whether by affirmative action or by
331 forbearance from action, as provided above), and shall substantially be
332 completed within twelve (12) months following the date of
333 commencement, or within such other period as the Board shall specify in
334 its approval. In the event construction is not commenced within the
335 period aforesaid, then approval of the plans and specifications by the
336 Board shall be conclusively deemed to have lapsed and compliance with
337 the approval provisions of this Declaration shall again be required. There
338 shall be no deviation from the plans and specifications approved by the
339 Board without the prior consent in writing of the Board. Approval of any
340 particular plans and specifications or design shall not be construed as a
341 waiver of the right of the Board to disapprove such plans and
342 specifications, or any elements or features thereof, in the event such plans
343 and specifications are subsequently submitted for use in any other
344 instance.
345

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

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

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ARTICLE IV

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EASEMENTS

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385 **Section 1.** There is hereby granted a blanket easement to the
386 Declarant and its employees, and to all policemen, firemen, ambulance
387 personnel, and all similar persons to enter upon the Lots in the exercise of

429 preclude the party exercising the same from exercising such privileges as
430 may be granted to such party by this Declaration, or at law or in equity.
431

432 **Section 2. Severability.** Invalidation of any one of these
433 covenants or restrictions by judgment or court order shall in no way affect
434 any other provisions which shall remain in full force and effect.
435

436 **Section 3. Amendment.** The covenants and restrictions of this
437 Declaration shall run with and bind the land, and shall inure to the benefit
438 of and be enforceable by the Owner of any Lot subject to this
439 Declaration, their respective legal representatives, heirs, successors., and
440 assigns, for a term of twenty (20) years from the date this Declaration is
441 recorded, after which time said covenants shall be automatically
442 extended for successive periods of twenty (20) years. The covenants and
443 restrictions of this Declaration may be amended in whole or in part,
444 **provided** that Declarant shall not amend or remove Lots from this
445 Declaration without the consent of the Owner, other than the Declarant,
446 of at least one Lot. Any such amendment during the first twenty (20) year
447 period shall have the assent of not less than eighty percent (80%) of the lot
448 Owners, and thereafter any amendment shall have the assent of seventy-
449 five percent (75%) of the votes of the lot Owners, at a meeting duly called
450 for this purpose, written notice of which shall be sent to all lot Owners not
451 less than twenty-five (25) days nor more than fifty (50) days in advance of
452 the meeting setting forth the purpose of the meeting. Any amendment
453 must be properly executed and acknowledged (in the manner required
454 by law for the execution and acknowledgement of deeds) and recorded
455 among the land records of Fairfax County, Virginia.
456

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

- 461 A. annexation of additional properties; and
462 B. amendment of Declaration of Covenants, Conditions,
463 and Requirements.
464

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

- 468 A. be in proximity to Section 1 or Section 2, North Hills; and
469 B. contain a total of no more than 80 additional lots.
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473 WITNESS WHEREOF the following signatures and seals:
474 NORTH HILL JOINT VENTURE
475
476 By: _____
477 General Partner
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479 By: _____
480
481 GEORGE A. DARNE AND SONS, INC.
482
483 By: _____
484
485 HALMAR, INC.
486
487 By: _____
488
489 _____
490 LESTER A. SORENSEN, JR. NVH INCORPORATED
491
492 By: _____
493
494 _____
495 MAXINE F. SORENSEN
496
497 _____
498 RICHARD E. McLEOD, JR.
499
500 _____
501 ELIZABETH ANN McLEOD
502 STATE OF VIRGINIA
503 COUNTY OF FAIRFAX, to-wit
504
505 I, the undersigned Notary Public, in and for the State and County
506 aforesaid, whose commission expires on the 26th day of June, 1987, do
507 hereby certify that **Dwight C. Schar** as Vice President of NVH ASSOCIATES,
508 INC., General Partner of NORTH HILL JOINT VENTURE, whose name is signed
509 to the foregoing, appeared before me and personally acknowledged the
510 same in my jurisdiction aforesaid.
511
512 GIVEN under my hand and seal this 19th day of December, 1983.
513
514
515 _____
516 Notary Public, Deborah B. Daugherty

517

518 STATE OF VIRGINIA

519 COUNTY OF FAIRFAX, to-wit

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521 I, the undersigned Notary Public, in and for the State and County
522 aforesaid, whose commission expires on the 5th day of February, 1985, do
523 hereby certify that George A. Darne of GEORGE A. DARNE AND SONS,
524 INC., whose name is signed to the foregoing, appeared before me and
525 personally acknowledged the same in my jurisdiction aforesaid.

526

527 GIVEN under my hand and seal this 20th day of December, 1983.

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Notary Public, Shirley B. Darne

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536 STATE OF VIRGINIA

537 COUNTY OF FAIRFAX, to-wit

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539 I, the undersigned Notary Public, in and for the State and County
540 aforesaid, whose commission expires on the 26th day of June, 1987, do
541 hereby certify that Warren Halle, as President of HALMAR, INC., whose
542 name is signed to the foregoing, appeared before me and personally
543 acknowledged the same in my jurisdiction aforesaid.

544

545 GIVEN under my hand and seal this 21ST day of December, 1983.

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Notary Public, Deborah B. Daugherty

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