

HOME OWNERS' COVENANTS
MCLEAN HUNT HOME OWNERS ASSOCIATION, INC. FAIRFAX COUNTY, VIRGINIA
DEED BOOK 24089, PAGE 1840
As Amended October 26, 2016

1. Buildings. No lot or part of said subdivision shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height (i.e., the basement plus two floors) and a private garage for not more than two cars. No residential structure shall contain less than 2000 square feet of finished floor area excluding garage, utility, and storage spaces, except that one story dwellings need not contain more than 1300 square feet of such finished floor area.

2. Construction, External Modifications and Renovations. The Board of Directors (BoD) for the McLean Hunt Home Owners' Association, Inc. (Association) shall appoint an Architectural Control Committee (ACC), or if no ACC is appointed, the BoD shall comprise the ACC. All appeals from decisions of the ACC shall be addressed by the BoD. No building or home shall be erected, placed, or externally altered on any lot until the construction plans, specifications, and a plan showing the location of the structure have been approved by the ACC as to quality of workmanship and materials, harmony of exterior design with existing structure, location with respect to topography and finish grade elevation and overall compatibility with the McLean Hunt development viewed in its entirety. Procedures for the ACC shall be specified in the By-Laws and architectural guidelines of the Association. ACC approval or disapproval of proposed construction, modifications, or renovations as required in these covenants shall be in writing. Written notification that a submission is incomplete or requires additional information shall be deemed a rejection, but the owners may resubmit the submission at any time. If the Board fails to respond to the submission in writing within 30 days after a proper set of plans and specifications have been submitted (i.e., once the submission has been accepted for consideration), the submission shall be deemed approved.

3. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. Structures and Outbuildings. No temporary or permanent structure (such as a trailer, tent, shack, garage, barn or other outbuilding) other than a detached single-family dwelling, under paragraph 1 of these Covenants, shall be erected on any lot at any time, without the approval of the ACC. No shed or outbuilding shall be more than 200 square feet and 8½ feet tall and no such approved structure shall be used as a residence (i.e., used for sleeping quarters).

5. Poles, Racks, and Antennae. No poles, racks, frames, or lines used for drying of clothing, laundry, rugs or cloth shall be erected or installed on the premises in front or side of any house on any lot. All such poles, racks, frames or lines shall be erected or installed in the rear or back yards and should not be visible from the street (when viewed straight on). No poles or antennae used in connection with amateur radio transmission or reception shall be maintained on any lot, unless first approved by the ACC under Paragraph 2 hereof. All exceptions must be approved by the ACC.

6. Commercial and Recreational Vehicles. No autos, boats, airplanes, recreational vehicles, trailers or any other vehicles whatsoever shall be constructed or repaired in the front or side yards or driveways or in such other areas of the premises visible from the street. This restriction shall not apply to vehicles and mechanical apparatus used in conjunction with on-going building or renovation operations for that lot, nor shall this

provision preclude homeowner repairs to vehicles limited to one day. All commercial autos, trucks, trailers, boats, airplanes or other similar vehicles owned or being used by the owners or occupants of said property shall be parked in the garage and not allowed to be parked in front or side yards, driveways, or in other areas, unless they are screened from view from the front streets except if authorized by Fairfax County codes, rules and regulations.

7. Signs. No commercial sign of any kind shall be displayed to the public view on any lot except as follows:
 - a. One professional sign of not more than four square feet, advertising the commercial firm conducting repairs or renovation of the home. The sign shall not be displayed prior to start of work and no longer than 48 hours following completion of work.
 - b. One professional sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
8. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept or maintained for any commercial purpose.
9. Rubbish and Trash Containers. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers of the type provided by trash companies and shall be stored in accordance with ACC guidelines.
10. Corner Lot Restrictions. In order to maintain safe visibility for vehicle operators, corner lot owners shall comply with all Fairfax County zoning regulations.
11. Fences. No fence or enclosure shall be built upon or around any lot nearer to the street or avenue upon which the lot fronts than the rear line of the residential structure situated on the said lot. The rear line shall be determined by extending a line parallel to and contiguous with the rear outline of said residential structure. Fences shall not exceed four feet in height and that portion of any fence which faces a street or avenue shall be constructed entirely of wood or masonry and shall be of at least 50% open design. Any exceptions must be approved by the ACC.
12. Utility Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot.

13. Amendments to Covenants. These covenants may be amended by the affirmative vote of two-thirds of the owners of lots in the Association. Any such amendment shall be recorded among the land records of Fairfax County, Virginia.

14. Road Maintenance. The McLean Hunt Home Owners Association, Inc., shall repair, maintain, and remove snow from existing and future paved ingress and egress easements, a.k.a., pipe stems, serving as access roads to lots within the subdivision where these services are not provided by Fairfax County.

15. Home and Lot Maintenance. Homeowners are required to maintain their properties in a state of good repair in accordance with all Fairfax County codes, rules and regulations applicable to the property.

16. Association Membership. The owner of each lot in the subdivision shall, in accordance with the Articles of Incorporation of McLean Hunt Home Owners Association, Inc., a Virginia non-stock corporation, be a member of the Association. Whether or not such member uses the recreational facilities afforded by the Association, he shall pay periodic dues to the Association as may be established by the members. Such dues shall be used for the maintenance of the recreational facilities and lands of the Association and shall constitute a pro rata lien of each lot, second in priority only to taxes and bona fide first deed of trust liens. In addition, upon failure of the said Association to maintain the recreational lands and facilities of the Association, the County of Fairfax, acting upon any appropriate authority, may effect such maintenance and its charges and costs. Such costs of collection, shall become, pro rata, a lien against each lot in the subdivision, enforceable as any other municipal lien, second in priority only to taxes and bona fide first trusts. Notwithstanding any other provision contained in these covenants, this paragraph may be amended only with the consent of the Fairfax County Planning Engineer.

17. Protection of Common Area. Land owned by the Association as common area shall not be denuded, defaced, nor otherwise disturbed in any manner at any time without the approval of the appropriate department of the County of Fairfax. Notwithstanding any other provision contained in these covenants, this paragraph may be amended only with the consent of the Fairfax County Planning Engineer.

18. Enforcement. The Association, acting through its Board of Directors, shall have the right to enforce these Covenants, By-Laws, or duly adopted rules and regulations by any remedy available at law or equity, including the assessment of violation charges as provided by §55-513 of the Virginia Property Owners' Association Act. The Association shall be entitled to seek to recover its attorney's fees, court costs, costs of collection, interest or any other charges it is entitled to should such enforcement action become necessary, even if such action is non-judicial or resolved prior to judgment.