

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
LEXINGTON ESTATES FIRST HOMEOWNERS ASSOCIATION**

**ARTICLE I
DEFINITIONS**

Section 1.

"Association" shall mean the LEXINGTON ESTATES FIRST HOMEOWNERS ASSOCIATION, a non-stock Virginia corporation, its successors and assigns.

Section 2.

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

Section 3.

"Properties" shall mean that real property described herein, and such additions thereto as may be brought within the jurisdiction of the Association.

Section 4.

"Common Area" shall mean all real property, including improvements owned by the Association for the common use and enjoyment of the Owners. The Common Area owned by the Association is described as follows: Parcels A, B, C, F and G, Section 1, Lexington Estates as duly dedicated, platted and recorded among the land records of Fairfax County, Virginia.

Section 5.

"Lot" shall mean any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6.

"Simple Majority" in voting matters shall mean one vote in excess of half of the voting members (in person or by proxy) at a duly called Association meeting.

Section 7.

"Member" shall mean those persons entitled to membership as provided in this Declaration.

ARTICLE II PROPERTY RIGHTS

Section 1.

Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions: (a) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid: (b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless assented to by a simple majority of the voting membership.

Section 2.

Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3.

Title to the Common Area and Common Area Easements. It is hereby acknowledged that under the terms of the original Declaration of Covenants and Restrictions dated March 26, 1975, fee simple title to the Common Area and Common Area Easements has been conveyed to the Association free and clear of all liens and encumbrances, except drainage and utility easements.

Section 4.

Damage to Common Area or Facilities. In the event any Common Area or Common Area facility or amenity is damaged or destroyed by an Owner or his guest(s), tenant(s), licensee(s), agent(s) or family member(s), such Owner hereby authorizes the Association to repair any such damage or destruction at the expense of said Owner. The cost of such repairs shall be a Special Assessment Lien on the Lot of such Owner until paid by the Owner, and the costs of collecting and enforcing such lien, including court costs and reasonable attorneys' fees, shall be charged to such Owner.

Section 5.

Obligation of the Association. The Association, subject to the rights of members set forth above, shall be responsible for the management and control of the Common Area and all improvements or facilities thereon, and shall keep the same in good, clean attractive and sanitary condition, order and repair.

ARTICLE III MEMBERSHIP, VOTING RIGHTS and PROCEDURES

Section 1.

Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.

Voting Rights. All members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall collectively equate to one voting member. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3.

Voting Procedures. Shall cover all situations requiring a vote by the members. Voting may be in person or by written proxy. All voting can be by secret ballot or roll call at the discretion of the Board of Directors and approval of motions shall require a simple majority.

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1.

Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 2.

Annual Assessment. The annual assessment against each Lot owned by a member shall be established by vote and shall be considered normal Association business .

Section 3.

Special Assessments. In addition to the annual assessment, the Association may levy a special assessment for any purpose of Association business. Special assessments must be approved by a vote of Association members at any duly called meeting where at least 63 members are present, in person or by written proxy, and when such special assessment was included in the meeting's agenda.

Section 4.

Uniform Rate of Assessment. Both annual and special assessments must be at a uniform rate for all membership Lots and may be collected as designated by the Board of Directors.

Section 5.

Date of Commencement of Annual Assessments and Due Dates. The Board of Directors shall propose the amount of the annual assessment for each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. Unless amended by a vote of those members in attendance at a duly called homeowners meeting, the assessment and due date will be fixed as determined by the Board of Directors.

Section 6.

Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may take legal action against the Owner obligated to pay the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

ARTICLE V ARCHITECTURAL CONTROL

Section 1.

The Architectural Review Board. An Architectural Review Board shall be appointed by the Board of Directors from time to time. Such appointment will continue at the discretion of the Board or until such member resigns.

Section 2.

Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon as established by these covenants.

Section 3.

Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way significantly alters the exterior of any property or the improvement located thereon from its natural or improved state shall be made without the prior written approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence other structure shall be commenced, erected, maintained, improved, or altered, without the prior written approval of the Architectural Review Board.

Section 4.

Procedures. All applications to make changes described in Section 3 above must be submitted to any member of the Architectural Review Board in writing or maybe sent to the Association mailing address. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications have been submitted to it in writing, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Association's Board of Directors, who may reverse or modify such decision by a simple majority of the Directors.

ARTICLE VI USE RESTRICTIONS

Section 1.

Each Lot shall be used only for single family residential purposes and no building shall be erected, altered, placed or permitted to remain thereon other than one single-family dwelling and associated outbuildings (hereinafter referred to collectively as "dwellings" or severally as "dwelling").

Section 2.

No obnoxious or offensive activity or business shall be conducted or permitted on any of the Lots, and nothing shall be done which may be an annoyance or a nuisance to the neighborhood.

Section 3.

No trailer, tent, shack, barn, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 4.

No animals, livestock or poultry of any kind shall be raised, bred or kept, provided they are not kept, bred or maintained for any commercial purpose. In accordance with Fairfax County law, members must keep dogs on a leash or within an approved fence enclosure while outside their dwelling and must remove pet feces from other than common areas.

Section 5.

No dwelling, building, fence, wall or other structure, including, trailers, tents, shacks, garages, carports, lawn sheds and barns, shall be commenced, erected or maintained on any Lot, nor shall any addition to or exterior change or alteration be made, nor any change in the present grade of said Lots be made, until plans and specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme of such structure or grade to be placed, altered or changed have been submitted to and approved in writing by the Architectural Review Board. No fences shall be constructed on any Lots other than fences of wood, brick or ornamental iron.

Section 6.

No sign of any kind except for one "For Sale" or one "For Rent" sign of the size and shape normally used to advertise single family dwellings shall be displayed to the public view on any Lot, unless permission is first obtained in writing from the Architectural Review Board. No commercial signs shall be displayed in or on the surface of vehicles owned by members which are parked on the shoulders of the main roadways.

Section 7.

No Lot shall be used or maintained as a dumping ground for rubbish or scrap. Trash, garbage or other waste shall not be kept on any Lot except in covered sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash and trash receptacles must be permanently screened from public view.

Section 8.

No Lot upon which a dwelling has been constructed shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided that this restriction shall not prohibit deeds of correction, deeds to resolve boundary line disputes or similar corrective instruments.

Section 9.

Each Owner shall keep and maintain all Lots owned by him or her and all improvements, in good order and repair and free of debris, and will accomplish the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and

other improvements all in a manner and with such frequency as is consistent with good property management.

If an Owner of any Lot shall fail to maintain the Lot and its improvements as required by this restriction, the Association, after written notice to the Owner or his Tenant or agent, shall be entitled to enter upon said Lot and to correct damage or to repair, maintain and restore the Lot and the exterior of the building and improvements at the expense of the Owner. The expense of correction, repair, maintenance or restoration shall become a Special Assessment Lien against the Lot until paid. In such event, the Association will be entitled to reimbursement of reasonable attorneys' fees for pursuing such corrective action.

Section 10.

Motor vehicles, including motor homes, boats, trailers and recreational equipment shall be kept in garages, screened enclosures approved by the Architectural Review Board or in areas designated by the Association for such purposes. Vehicles will at no time be parked on lawn areas within an individual property. No vehicle may be parked in public view which is not operable and registered. Owners must park all vehicles in their permanent possession or control within their garage or their own driveway within the boundary of their property.

Section 11.

All motor vehicles shall be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or otherwise. All motor vehicles, including but not limited to trail bikes, motorcycles, and dune buggies, shall be driven only upon paved public streets. No motor vehicles shall be driven on Common Areas, except as necessary for the maintenance of said Common Area.

Section 12.

No clothes lines or other exterior clothes drying apparatus shall be permitted on any lot, except as approved in writing by the Architectural Review Board.

Section 13.

Exterior television or other antennae are prohibited except as approved in writing by the Architectural Review Board.

Section 14.

"Pipestem" driveways shall be construed to mean the area within any easement for ingress and egress to more than one Lot as shown on the plats attached hereto. Each lot so affected shall be subject to the following covenants:

A. The cost of reasonable repair, maintenance and snow removal shall be shared equally by the owners who make use of the pipestem driveway, irrespective of whether one owner may make greater use of the pipestem driveway. If an owner makes reasonable repairs or provides for maintenance and/or snow removal, the other owners shall contribute equally to the cost of such maintenance, repair and/or snow removal.

B. No act shall be performed by any Owner of a Lot, their tenants, guests or agents which would in any way affect or jeopardize the free and continuous use and enjoyment of any other owner to said pipestem driveway.

C. In the event of any dispute arising concerning the use, repair and maintenance of "pipestem" driveways, which cannot be resolved by the owners, such dispute shall be resolved by the majority vote of the Board of Directors.

Section 15.

The Architectural Review Board may issue temporary permits to except any prohibitions expressed or implied by these restrictions, provided the Architectural Review Board, seeking approval of the Board of Directors, can show good cause and acts in accordance with adopted guidelines and procedures.

ARTICLE VII EASEMENTS

The Association and any assignee to whom such right is expressly assigned, reserves the rights, whether or not such right is expressly reserved in any deed of conveyance of any part of the Common Area and or Common Area Easements to the Association, to grant easements over, along, under and through the Common Area to Fairfax County or any utility company for drainage or utility purposes.

ARTICLE VIII GENERAL PROVISIONS

Section 1.

Enforcement. The Association or any Owner, shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, or by any Owner to enforce any covenant or restriction shall not be deemed a waiver of the right to do so thereafter. An Owner against whom any such proceeding is successfully brought shall pay all costs of the same, including reasonable attorneys' fees.

Section 2.

Severability. Invalidation of any one of these covenants or restrictions by judgement 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 the bind of the land until changed by Association members.

**LEXINGTON ESTATES FIRST HOMEOWNERS ASSOCIATION
P.O. BOX 45
GREAT FALLS, VIRGINIA 22066**

© Copyright 2012 Lexington Estates First Homeowners' Association
Questions, Concerns, Ideas? [Email the Webmasters](#)