

Mclean Hamlet Covenants Sections 1 and 2

Deed Book 2520. Page 282, Recorded 10/3/1964

Restrictions

1. No lot shall be used except for residential purpose. No building shall be erected: altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2 1/2 stories in height and a private garage for not more than 2 cars.
2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected placed or altered on any lot nearer to any street than the minimum building set back lines unless similarly approved. Approval shall be as provided in paragraph No. 6, herein.
3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 sq. ft. for a one story dwelling and not less than 900 sq. ft. for a dwelling of more than one story.
4. 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.
5. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anything as a residence, either temporarily or permanently. No trailer shall be moved or placed on any lot in the subdivision except by builders during course of construction.
6. The Architectural Control Committee is composed of Sigmund Goldblatt, 2926 Fessenden Street. N.W., Washington, D.C.; Philip Heyman, Douglas Rosenbaum and Harold Wolkind of 6712 Relee Road, Falls Church, Virginia. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. (Note: The members of this original committee resigned and transferred the committee functions to the association on 1 Aug 1973.)
7. The parties hereto reserve to themselves and their successors, licensees and assigns, and easement of right of way over a strip of land 10 feet in width along the side outlines, 20 feet in width along the rear outlines and 10 feet in width along the front lot line of said lots for the purpose of installation and maintenance of public utilities. Including but not limited to gas, water electricity, telephone and sewage and any appurtenances to the supply lines therefor. All power and telephone lines shall be installed and maintained underground and the easement for such purposes contained in this paragraph shall include the right to lay, construct, operate and maintain underground conduit and cable lines for the transmitting and distributing electric power and telephone service including all wires, cables, handholes, manholes, transformers, transformer enclosures, concrete pads, connection boxes, ground connections, attachments, equipment, accessories and appurtenances desirable in the connection therewith, together with the right to keep the easement clear of all buildings, structures, or the other obstructions, trees, undergrowth, and roots that may endanger the safe and proper operation of the said

facilities. Overhead electric and telephone lines, guy wires, poles, etc., may be installed, if necessary, upon the approval of the Architectural Control Committee.

8. The committee's approval or disapproval, as required in these covenants, shall be in writing in the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
9. The owner of each lot shall be required to water and take proper care of the tree planted along the front of each lot, and shall replace any trees which die or are destroyed with the identical type of tree or trees which shall be at least 1 1/2 caliper, in order to perpetuate the beauty and character of the subdivision. (Note: All but long-time residents of the Hamlet may find Item 9 somewhat curious. Item 9 discusses the owner's obligation to maintain "the tree planted along the front of each lot and replace any trees which die or are destroyed with identical type of tree or trees." Some history: the developer planted plum trees on the tree lawns of Section 1 in the 1960s. Plum trees were not suitable for the climate. The trees soon died. Replacing them with more plum trees was impractical. So this clause of the covenants has not been enforced.)
10. No aluminum awnings shall be attached to any building constructed on said lots, nor shall asbestos shingles be used in the construction of the exterior of any building. No chain link anchor fences shall be erected, placed, or permitted to remain on any lot in the subdivision.
11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are reported, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
13. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.