

LAKE FOREST COMMUNITY ASSOCIATION  
ARCHITECTURAL REVIEW COMMITTEE  
CHARTER

**A. GENERAL MISSION.**

The Architectural Review Committee is formed to provide direction and enforcement of the Lake Forest Community Association (LFCA) Governing Documents; to include the Covenants and Bylaws of the Association as they apply to architectural standards; and the Code of Virginia, Title 55, Property and Conveyances, Chapter 26, Virginia Property Owners' Association Act.

**B. AUTHORITY**

**1. Code of Virginia, Title 55. Property and Conveyances. Chapter 26, Virginia Property Owners' Association Act**

**§ 55-512. Contents of association disclosure packet; other requirements.**

Among other provisions, stating content of the Association's required disclosure packet, the Act implies the creation of a means to assure the following:

*"9. A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto by the prior lot owner, are not in violation of any of the instruments referred to in subdivision 12 of this subsection;"*

*"12. A copy of the current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;"*

*"13. A copy of the notice given to the lot owner by the association of any current or pending rule or architectural violation;"*

**§ 55-513. Adoption and enforcement of rules.**

Paragraph B(ii) affords the Board of Directors the power to establish, adopt and enforce rules and regulations which "assess charges against any member for any violation of the declaration or rules and regulations for which the member or his family members, tenants, guests, or other invitees are responsible."

**2. LFCA's Declaration of Covenants, Conditions and Restrictions**

In keeping with the Act, Article V of the LFCA's Declaration of Covenants, Conditions and Restrictions establishes an Architectural Review Committee's to assure, among other provisions, that the requirements of § 55-512 are met.

The Architectural Review Committee's approval is required for any change in the exterior of a property pursuant to Article V of the LFCA's Declaration of Covenants, Conditions and Restrictions. The applicable portion of such article is shown below.

**Article V**  
**ARCHITECTURAL CONTROL**

*“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, 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 in any lot nearer to any street than the minimum building set back line unless similarly approved.”*

LFCA's Declaration of Covenants, Conditions and Restrictions, Exhibit I – “Protective Covenants and Restrictions” (See Attachment C) shall form the basis of the ARC's inspection report.

**3. Delegations**

The LFCA Board of Directors delegates enforcement of the LFCA's architectural review rules and regulations to the Architectural Review Committee (ARC), but reserves the right of member's appeal review for any of the rules and regulations adopted.

**C. DUTIES.**

The duties of the Architectural Review Committee are:

- (1) To provide information and coordination for homeowners who wish to alter or improve the exterior of their property.
- (2) To receive written requests, accompanied by plans and specifications, from homeowners describing desired alterations or improvements and to evaluate these requests as prescribed herein.
- (3) To maintain records of all requested alterations, improvements, and additions whether approved or denied by the Committee.
- (4) To maintain, for a reasonable period of time, records of all violations and results of enforcement efforts.
- (5) To levy fines (IAW Code of Virginia, Title 55, Property and Conveyances, Chapter 26, Virginia Property Owners' Association Act, § 55-513.)
- (6) To refer to the Board of Directors for legal action, those homeowners who fail or refuse to comply with the Bylaws and/or ARC resolutions, restrictions and covenants.

(7) To conduct pre-sale inspections and report (See Attachment B) the results to the board for possible withholding of the seller's disclosure packet on properties that are for sale within the community.

(8) To perform such other functions as directed by the Board of Directors.

#### **D. APPROVALS.**

(1) Except for the purposes of proper maintenance and repair, no building, fence, wall, or other improvement or structures shall be commenced, directed, placed, moved, altered, or maintained upon any property or Lot within the community. Nor shall any exterior addition to or change or other alteration thereupon be made without ARC approval. ARC approval shall not be given until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction, and any other proposed form of change (including without limitation, any other information specified by the ARC) have been submitted to and approved in writing. The ARC shall evaluate each submission as to the safety, harmony of external design, color and location in relation to surrounding structure and topography and conformity with the design concept for the community.

(2) Written requests from applicants (See Attachment A), complete with plans and specifications, will be considered by members of the ARC. A written approval or disapproval notice will be sent to the applicant. If approved by a majority of the committee present, a copy of such plans and specifications, as approved, shall be placed in the ARC's permanent records. The ARC must act upon all requests within thirty (30) days or the Homeowner may proceed as if approval has been granted.

(3) Approvals from the LFCA ARC shall be sought and received by the applicant **PRIOR TO** application for any necessary Fairfax County Building Permits.

#### **E. LIMITATIONS.**

Construction or alteration in accordance with plans and specifications approved by the ARC shall be completed within six (6) months following the date of commencement, or within such other period as the Committee shall specify in its approval. There shall be no deviation from the plans and specifications contained in an approved request without the prior written consent of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee 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. Any construction or alteration completed without the approval of the Committee shall not constitute a precedent for subsequent approvals.

#### **F. RULES AND REGULATIONS.**

The Architectural Review Committee, with the approval of the Board of Directors, 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. It may publish and record such statements of policy, standards and guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate.

#### **G. APPEALS.**

Decisions of the Committee shall be final except that any Member who is aggrieved by any action of the Committee (or by any policy, standards or guidelines established by the Committee) may appeal to the Board of Directors within a period of fifteen (15) days after the receipt of a written decision from the Committee.

#### **H. ENFORCEMENT.**

The ARC has the authority to issue written directives and levy fines until such time as a violation(s) has been corrected or abated. If at any point after the initial Notice to remove or abate a violation, the Committee deems that the removal or abatement is urgent, it may, upon written resolution, request the Board of Directors to intercede. Any action of the committee may be appealed to the Board of Directors.

The pre-sale inspection shall be the means by which the ARC shall ensure conformity with community standards and bylaws. The pre-sale inspection shall be conducted by the ARC prior to issuance of a disclosure packet, (IAW Code of Virginia, Title 55, Property and Conveyances, Chapter 26, Virginia Property Owners' Association Act, § 55-512.) by the board. The board, upon ARC recommendation (See Attachment B), may withhold the issuance of a disclosure packet until such time as violations noted in the ARC's pre-sale inspection are abated.

ATTACHMENT A

**LAKE FOREST COMMUNITY ASSOCIATION**  
**ARCHTECTURAL REVIEW COMMITTEE**

**APPLICATION FOR EXTERIOR CHANGE**  
(PLEASE PRINT)

LOT NO. \_\_\_\_\_  
OWNER'S NAME: \_\_\_\_\_  
PROPERTY ADDRESS: \_\_\_\_\_  
HOME PHONE NO. \_\_\_\_\_ DATE: \_\_\_\_\_  
DAYTIME PHONE NO. \_\_\_\_\_ EMAIL: \_\_\_\_\_

The owner requests design approval and grants permission to the Homeowners Association to enter the property to consider this request and inspect during construction and upon completion

APPLICANT SIGNATURE: \_\_\_\_\_

APPLICANT SIGNATURE: \_\_\_\_\_

(See next page for instructions and information)

NAME OF PROJECT: \_\_\_\_\_  
PROJECT DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

EST. START DATE: \_\_\_\_\_ EST. COMPLETION DATE: \_\_\_\_\_

**\*\*DO NOT WRITE BELOW THIS LINE\*\***

Received By: \_\_\_\_\_ Date Received: \_\_\_\_\_

Request Approval: \_\_\_\_\_ Review Date: \_\_\_\_\_

\_\_\_\_ Approved as Submitted \_\_\_\_\_ Request Denied

\_\_\_\_ Conditionally Approved (see below) \_\_\_\_\_ Other (see below)

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Architectural Review Committee Members Completing this Review**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Instructions and Information

Enter name of projects, such as:

Painting	Deck
Addition to House	Fence
Siding	Windows

Please supply complete description of Exterior Design Change. Include (as appropriate): Sizes, Heights, Locations, Specifications, Materials, Sketches, Paint Chips, Pictures, etc.

Attach a copy of plot plan (received at closing), showing location of requested change.

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Submit this form and all attachments to:

Lake Forest Community Association  
Architectural Review Committee  
9010 Octavia Court  
Springfield, VA 22153

Forms and attachments may be submitted electronically to: [arc@lakeforestcommunity.org](mailto:arc@lakeforestcommunity.org).

Note:

1. The Architectural Control Committee meets on the second Thursday of every month.
2. Applications must be received by the 1st of the month in order to be reviewed that month.

**USE THE AREA BELOW FOR SKETCHES OR ANY OTHER INFORMATION  
APPROPRIATE THE REQUEST (If attachments are provided, use this area for a  
list of the provided attachments.)**

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ATTACHMENT B

**LAKE FOREST COMMUNITY ASSOCIATION**  
**ARCHTECTORAL REVIEW COMMITTEE**

**PRE-SALE INSPECTION REPORT**

LOT NO. \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

Property Passes

Property Does Not Pass

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**Disclosure Packet**

Should be withheld

Should not be withheld

Date: \_\_\_\_\_

**Architectural Review Committee Members Completing this Review**

Name

Date

_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT C

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EXHIBIT I

PROTECTIVE COVENANTS AND RESTRICTIONS

1. **LAND USE AND BUILDING TYPE.** No lot 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 and a private garage for not more than two cars.
2. **FENCES.** No chain link fence of any kind shall be erected or maintained on or along any property line. No fence of any kind shall be erected or maintained on any portion of the said premises along the front property line or from the front building line to the front lot line. No fence of any kind shall be erected or maintained in or along the rear of said premises or from the front building line to the rear lot line or from the side of any building to the said lot line except a hedge fence, wooden fence, or brick fence. No fence shall exceed four and one-half feet in height.
3. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved to the County of Fairfax, as shown on the recorded plat and over the rear five (5) feet of each lot, and this instrument shall in no way affect, limit or restrict same.
4. **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. No commercial vehicle, whether owned by the lot owner or any other person, shall be permitted to remain on or be parked on any lot overnight. No outside clotheslines will be permitted.
5. No trade or business of any kind shall be advertised from or transacted on the said premises, except that this covenant shall not prevent a lawyer, physician, dentist, podiatrist, chiropractist, or any other member of the medical, dental or legal profession from practicing such profession from said premises, provided that such person so practicing such profession from said premises also resides therein.
6. No signs of any kind or character shall be exhibited, displayed or placed upon any portion of the above-described premises, except that the owner of any lot may place a sign not larger than ten inches by fifteen inches thereon, bearing the words "For Sale" or "To Rent" together with the name and address of the person to whom inquiries regarding the sale or rent of such property are to be addressed. The owner or occupant of such premises may also place one sign upon the premises upon which is inscribed the name and profession of the occupant of the premises, but no such sign shall be larger than six inches by twelve inches.
7. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. The foregoing covenants and restrictions shall not apply to or prohibit the erection or maintenance of a sales office by the builder of the structure on the plots or parcels hereinabove described, and shall not apply to or affect any signs, used by the builder or by any firms, corporations and agents who may, will and do insure and guarantee said mortgage or mortgages, as to the plots or parcels hereinabove described.

REMEMBER  
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8. LIVESTOCK AND POULTRY. 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, bred or maintained for any commercial purpose.

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No mini-bikes or motorcycles may be operated on the Common Area.

11. Fencing will be allowed as required by the Fairfax County Code for tennis courts and swimming pools, etc., even though the requirements may not be in keeping with the previous fencing requirements or that they may exceed the provisions set forth in the previous restrictive covenants.

12. Except for flower gardens, shrubs, trees, vegetable gardens and other ordinary uses of yards for private dwellings and facilities normally appurtenant thereto, all open lot areas in the subdivision shall be maintained as grass covered lawns which shall be neatly maintained but without any other requirements.

13. Outside T.V. antennas may be used only if they are so constructed or erected so as not to be unsightly.

14. The foregoing protective covenants and restrictions shall not apply to the Declarant during the period of time required to construct and sell all units.

This instrument with certificate annexed, with plat attached  
admitted to record-Office of Circuit Court  
Fairfax County, Va. JUN 29 1977 at *2:16 P*

Testes

*James E. Hoffner* Clerk