

57205

*Approved
as to proper
term
J. Henderson*

THIS DEED OF DEDICATION AND SUBDIVISION and DEED OF CONVEYANCE, made this *1st* day of October, 1973, by and between CHAIN BRIDGE DEVELOPERS, a Virginia General Partnership, party of the first part; FAIRFAX COUNTY PARK AUTHORITY, a body corporate, party of the second part; and THE BOARD OF COUNTY SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate, party of the third part;

WITNESSETH THAT:

WHEREAS, CHAIN BRIDGE DEVELOPERS, party of the first part, is the sole owner and proprietor of the hereinafter described property, having acquired title thereto by Deed dated August 1, 1972, and recorded in Deed Book 3700, at page 676, of the land records of Fairfax County, Virginia; and

WHEREAS, it is the desire and intent of CHAIN BRIDGE DEVELOPERS, party of the first part, to subdivide the property described by metes and bounds in Schedule A attached hereto and incorporated herein by reference, to be hereinafter known as LOTS ONE (1) through NINETEEN (19), inclusive, and PARCEL "A", FOREST GROVE, as the same are shown and designated on the plat attached hereto and incorporated herein by reference; and to further dedicate for public use the street as shown on said plat, and to grant, establish, and convey unto THE BOARD OF COUNTY SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate, party of the third part, its successors and assigns, the easements and rights of way as shown and provided on said plat; and

WHEREAS, it is the further desire and intent of CHAIN BRIDGE DEVELOPERS, party of the first part, to convey unto FAIRFAX COUNTY PARK AUTHORITY, a body corporate, party of the second part, that certain tract or parcel of land shown and designated on the plat attached hereto as PARCEL "A", FOREST GROVE; and

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WHEREAS, it is the further desire and intent of CHAIN BRIDGE DEVELOPERS, party of the first part, to subject LOTS ONE (1) through NINETEEN (19) of FOREST GROVE as the same are shown and designated on the plat attached hereto and incorporated herein by reference, to the restrictions and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, CHAIN BRIDGE DEVELOPERS, party of the first part, does hereby subdivide all that certain tract of land in Providence District, Fairfax County, Virginia, containing 20.71770 acres, and as more particularly described by metes and bounds in Schedule A attached hereto and incorporated herein by reference, to be known as LOTS ONE (1) through NINETEEN (19), inclusive, and PARCEL "A", FOREST GROVE, in accordance with the attached plat dated January 1973 and prepared by DeLashmutt Associates, which is attached hereto and made a part of this Deed of Dedication and Subdivision; and FURTHER, does hereby create, establish and convey unto THE BOARD OF COUNTY SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate, party of the third part, its successors and assigns, the easements and rights of way as shown and provided on said plat; and FURTHER does hereby dedicate for public use the street as shown on said plat; and

THIS DEED FURTHER WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CHAIN BRIDGE DEVELOPERS, party of the first part, does hereby grant, bargain, sell and convey unto FAIRFAX COUNTY PARK AUTHORITY, a body corporate, party of the second part, with GENERAL WARRANTY

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OF TITLE, all that certain tract or parcel of land situate in Providence District, Fairfax County, Virginia, containing 11.41713 acres and as shown on the plat attached hereto as PARCEL "A", FOREST GROVE.

This conveyance is made subject to conditions, restrictive covenants, agreements, rights of way and easements contained in the deeds forming the chain of title to this property.

CHAIN BRIDGE DEVELOPERS, party of the first part, covenants that it has the right to convey the herein described property to FAIRFAX COUNTY PARK AUTHORITY, a body corporate, party of the second part; that it has done no act to encumber the same; that the said party of the second part shall have quiet and peaceful possession thereof free from the claims of all persons whomsoever, and that CHAIN BRIDGE DEVELOPERS, party of the first part, will execute such further assurances of title thereto as may be requisite and necessary.

THIS DEED FURTHER WITNESSETH: That for and in consideration of the premises and the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, CHAIN BRIDGE DEVELOPERS, party of the first part, does hereby subject LOTS ONE (1) through NINETEEN (19), inclusive, FOREST GROVE, to the following reservations, restrictions, and conditions:

1. 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 those uses now permitted under existing ordinances.

2. No fence or similar enclosure may be built on any lot except a rear yard fence, which shall not exceed 48 inches in height and shall not extend beyond the front line of the

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dwelling erected on said lot, and such rear yard fence shall be of wood, brick or metal construction. This restriction shall not be construed to preclude the growth of an ornamental hedge fence which shall be kept neatly trimmed to a height of not more than three feet around the front yard of any of said lots. Any fence built on any of the above described lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. Any metal fences erected must be approved by the Architectural Control Committee. In regard to corner lots, side fences may not extend closer to a public street than the building set back line required by the County of Fairfax, Virginia. The above mentioned maximum height of 48 inches may be increased for those lots on which a swimming pool is constructed and maintained on the rear of the lot to the minimum height of the fence required by the appropriate authorities of Fairfax County, Virginia, to be erected around a swimming pool.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may not become an annoyance or nuisance to the neighborhood.

4. 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, chiropodist, 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.

5. 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

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sign not larger than eighteen inches by twenty-four 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 the 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.

6. 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 and maintenance of a sales office by the builder or any structure on the plots or parcels hereinabove described, and shall not apply or affect any signs, used by the builder or by any firms, persons, or corporations holding a mortgage or mortgages, or by any persons, firms, corporations and agents who may, will and do insure and guarantee said mortgage or mortgages, as to the plots or parcels hereinabove described.

7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

8. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any lot.

9. Driveways, as referred to herein, shall be construed to mean the area within an easement for ingress and egress, or common driveway easements as shown on the plat attached hereto.

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Each lot so affected shall be subject to the following covenants:

A. The driveways shall be used exclusively for the purpose of ingress and egress to the lots in common with the driveways and there shall be no parking within the driveway at any time except for delivery and/or emergency vehicles.

B. The cost of the reasonable repair, maintenance and snow removal of the driveway areas shall be shared by the owners who make use of the driveway equally, irrespective of whether one owner may make greater use of the driveway. Any owner who uses a driveway may make reasonable repairs, provide for maintenance and snow removal, and if the other owners thereafter make use of the driveway, they shall contribute equally to the cost of the maintenance, repair and snow removal.

C. No act shall be performed by any owner of a lot, their tenants, guests or agents which would in anywise affect or jeopardize the free and continuous use and enjoyment of any other owner in and to said driveway or his lot.

D. In the event of any dispute arising concerning the use, repair and maintenance of said driveways as set forth herein, which cannot be resolved by the owners, such dispute shall be resolved by arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

10. CHAIN BRIDGE DEVELOPERS, party of the first part, its successors or assigns, reserves the right to amend, modify or

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vacate any restrictions herein contained whenever the circumstances in the opinion of Chain Bridge Developers, its successors or assigns, so deems such amendments, modifications or vacation advisable. Otherwise, such covenants are to run with the land and shall be binding upon all parties claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of one (1) year unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants.

11. 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.

12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. No building shall be erected, placed or allowed on any lot until the construction plans and specifications and a plat showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of Mr. Richard W. Clement and Mr. John E. Harrison. Said Committee may designate a representative to act for them. In the event of death or resignation of either member of the Committee, the remaining member 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. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. 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 thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

This Dedication and Subdivision is made in accordance with the statutes made and provided in such cases, and with the approval of the proper authorities of Fairfax County, Virginia, and is in accordance with the free consent and desire of the party of the first part, sole owner and proprietor of the land embraced within the bounds of said subdivision.

IN WITNESS WHEREOF, CHAIN BRIDGE DEVELOPERS has caused this Deed of Dedication and Subdivision to be executed by one of its general partners duly authorized therefor.

CHAIN BRIDGE DEVELOPERS,
a Virginia General Partnership

By: PETERSON, INC., General Partner

By: *[Signature]*
President

Corporate Seal
ATTEST:

By: *Virginia H. Aoom*
Acting Assistant Secretary

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STATE OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the State and County aforesaid, whose commission expires on the 12th day of

GAINES

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STREATHMEADE

HAYDEN

LANE

(RTE. 3442)

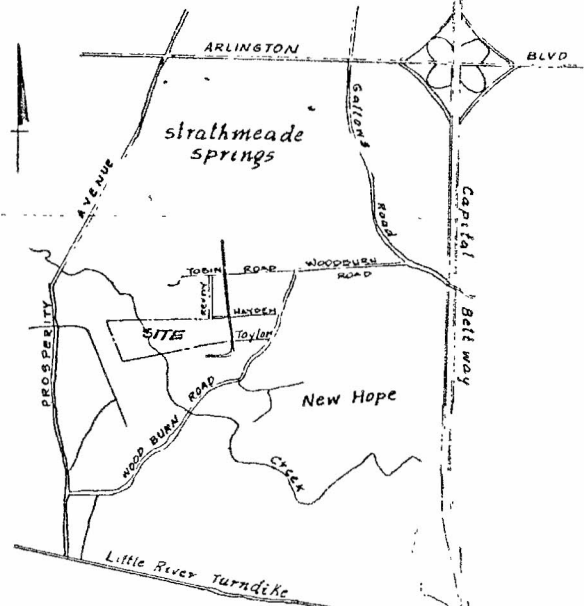
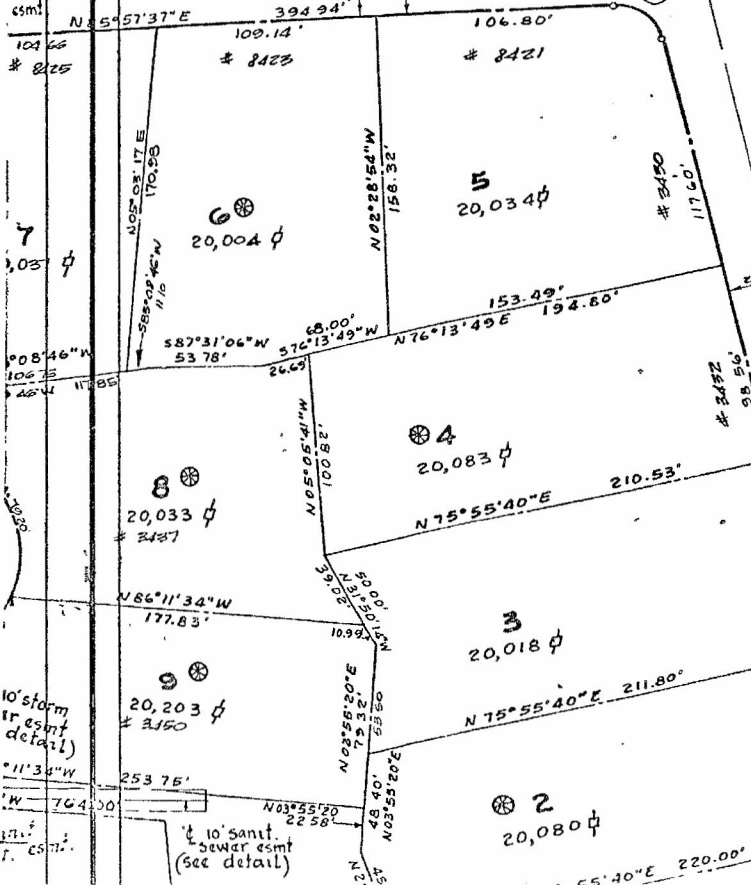
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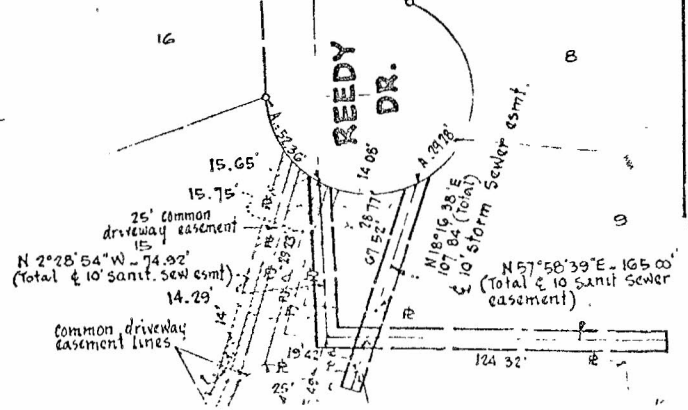
SPRINGS

4

3



Vicinity Map
scale 1" = 2000'



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