

State of Virginia, City of Alexandria, SS:

I, Elisabeth W. Edmonson a Notary Public, in and for the State and City of aforesaid, do hereby certify that Howard S. McCord and Grace A. McCord, his wife,

whose names are signed to the foregoing and hereto annexed writing, bearing date of the 16th day of May, 1942, acknowledged the same before me in my said State and City

GIVEN under my hand, this 25th day of May, 1942.

My commission expires on the 7th day of June, 1944

Elisabeth W. Edmonson Notary Public.

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia, MAY 25 1942 at 2:08 P.M.

This Instrument was received and, with the certificate annexed, admitted to record

Teste: John M. Whalen, Clerk

THIS DEED OF DEDICATION made this 14th day of MAY, 1942, by EAKIN PROPERTIES, INCORPORATED, a Delaware corporation:

WITNESSETH: that

WHEREAS, the said Eakin Properties, Incorporated, is the owner and proprietor of that certain tract of land situate in Falls Church Magisterial District, Fairfax County, Virginia, hereinafter described by metes and bounds, and is desirous of subdividing said tract of land into lots and parks and of dedicating certain parts thereof as public streets, the said subdivision to be known as "PINE RIDGE, SECTION THREE".

NOW, THEREFORE, for and in consideration of the sum of One Dollar, and the premises, the said Eakin Properties, Incorporated, being sole owner and proprietor of said hereinafter described tract of land shown on plat hereto attached and made a part hereof, made by Joseph Berry, County Surveyor, dated 20th day of March, 1942, as lots One (1) to Five (5), both inclusive, and Park containing 9.449 acres and Park containing 5.03 acres, do subdivide the said tract of land situate, lying and being in Falls Church Magisterial District, Fairfax County, Virginia, being a part of the same land conveyed to the said Eakin Properties, Incorporated, by deed recorded in Liber Z, No. 13, at page 231 of the land records of said County, and bounded and described as follows:

June 6, 1942 Mailed To: Eakin Properties, Inc. Falls Church, Virginia

"Beginning at the corner of the Chichester tract on the northeasterly side of Accotink Run; thence with the line of said tract N.25°30'E. 1169.82 ft. to the corner of Pine Ridge Section Two and corner of lot 34 of said Section Two; thence with lot 34 and crossing Prosperity Avenue S.61°34'E. 323.35 ft. to the southeasterly side of said avenue; thence with the southeasterly side of Prosperity Avenue S.28°26'W. 43.77 ft. to the corner of lot 35; thence with lot 35 S.61°34'E. 287.01 ft. to the line of lot 51; thence with lot 51 S.28°26'W. 215.0 ft.; thence with another line of lot 51 S.46°49'E. 245.53 ft. to the corner of lot 14; thence with lot 14 S.53°37'E. 230.0 ft. to the line of Tobin; thence with the line of Tobin S.44°23'W. 897.65 ft. to the corner of proposed Pine Ridge, Section Four; thence with the line of proposed Section Four S.86°15'W. 903.03 ft. to the northwest corner of said proposed Section Four; thence N.27°59'E. 528.06 ft. to the beginning. Containing 27.19 acres."

into lots and parks in accordance with the metes and bounds established on the plat hereto annexed and made a part hereof, to be known as the subdivision of "PINE RIDGE, SECTION THREE", and the streets designated on the said plat are hereby dedicated as public streets. The said subdivision is made in accordance with the desire of the said owner and proprietor, and in accordance with the Statutes of Virginia governing the subdividing and platting of land.

The following protective covenants are to run with the land:

1. All lots in the tract shall be known and described as residential lots, and no structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and other outbuildings incidental to residential use of the plot.

2. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by a committee composed of J. R. Eakin, Charlotte C. Montgomery and Ruth Pearson Eakin, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members shall have full authority to approve or

disapprove such design and location, or to designate a representative with like authority. In the event said committee or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in the event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1950. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No building shall be located on any residential building plot nearer than 50 feet to the front ~~set~~ line, nor nearer than 25 feet to any side street line. No building, except a detached garage or other outbuilding located 100 feet or more from the front lot line, shall be located nearer than 25 feet to any side lot line.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 43,000 sq. ft. or a width of less than 100 feet at the front building setback line.

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

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. No dwelling costing less than \$4,000.00 shall be permitted on any lot in the tract. The ground floor area of the

main structure, exclusive of one-story porches and garages, shall be not less than 700 square feet in the case on a one-story structure nor less than 450 square feet in the case of a one-and-one-half, two or two and one-half story structure.

8. That no building shall be placed, nor shall any material or refuse be placed or stored on any lot within 20 feet of property line of any Park or edge of any open water course, except that clean fill may be placed nearer to the lot line provided the natural water course is not altered or blocked by such fill.

9. Both private or semi-public water supply and sewer disposal system may be located on the same building plot or within or adjacent to this subdivision to serve any building plot in the subdivision provided written approval has been given by the Health Authorities having jurisdiction stating that such water supply and sewerage disposal system are satisfactory to serve all lots, taking into consideration the conditions and hazards which can reasonably be expected to exist when all lots to which these covenants apply have been built up with residences.

10. No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

12. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or

subdivision to prosecute any proceedings at law or in equity . . . against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

13. 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.

IN WITNESS WHEREOF, the said EAKIN PROPERTIES, INCORPORATED, has caused this deed to be signed in its name, by its President, and its corporate seal to be hereunto affixed, duly attested by its Secretary.

EAKIN PROPERTIES, INCORPORATED.

BY: J. R. Eakin
President.

ATTEST:

Charlotte C. Montgomery
Secretary.

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

I, LUCILE ANDES, a Notary Public in and for the County and State aforesaid, whose commission expires on the 11th day of July, 1944, do hereby certify that J. R. EAKIN and CHARLOTTE C. MONTGOMERY, whose names as President and Secretary, respectively, of EAKIN PROPERTIES, INCORPORATED, are signed to the foregoing deed, bearing date on the 14th day of MAY, 1942, have acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand this 16th day of May, 1942.

Lucile Andes
Notary Public.

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia, MAY 25 1942 - at 2:11 P.M. --

This Instrument, ^{with plat attached} was received and, with the certificate annexed, admitted to record

Tests:

John M. Whalen Clerk

(See Plat on next page)

I, Joseph Berry, a duly authorized Civil Engineer, do certify that the land embraced in the subdivision shown on this plat is now in the name of Eakin Properties, Inc., being a part of parcel No 4, acquired by deed dated April 20th, 1940, recorded in Liber 2, No 13, page 231, of the land records of Fairfax County, Virginia, from L R Eakin and Mable Eakin, and that the land shown is within the boundaries of the original tract of said owner, that the entire tract subdivided and each lot are fully and accurately shown by metes & bounds, bearings are calculated from the true meridian and that there are iron pipe two feet in the ground, marking the outer corners of the subdivision and they are shown on the plat. Given under my hand this 20th day of March, 1942.

Approved by *J. P. Burt* Surveyor, Joseph Berry
1942, April 1st, Recorder to

**PINE RIDGE,
SECTION THREE,
FAIRFAX COUNTY,
VIRGINIA.**

Scale: - 1" = 150'

Pipe mark all lot corners.

450 26 115 - 100 - 223 A

