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STATE OF VIRGINIA

COUNTY OF FAIRFAX, TO-WIT:-

I, <u>Eclaum Waod</u>, a Notary Public, in and for the county and state aforesaid, whose commission expires on the <u>3/st</u> day of <u>May</u>, 1947, do certify that A. Evans Hiley and Virginia R. Hiley, whose names are signed to the foregoing deed, bearing date on the <u>26</u>th day of FEBRUARY, 1946, acknowledged the same before me in my county and state aforesaid.

Given under my hand this 21st day of march, 1946.

Echne M. W.

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia, MAR 22 1946 at 2. M.

This Instrument was received and, with the certificate an-

nexed, admitted to record Thomas I. Chapman, Clerk Tester

THIS DEED OF DEDICATION made this 20th day of MARCH 1946, ^f by EAKIN PROPERTIES, INCORPORATED, a Delaware corporation:

WITNESSETH: that

WHEREAS, the 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 dedicating certain parts thereof into streets, the said subdivision to be known as "SECTION FOUR, PINE RIDGE".

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

April 13, 1946 - Walled to Eakin Properties, Inc. Box 245 Falls Church, Virginia

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of December, 1945, as lots Nos. One (1) to Sixty (60), both inclusive and lots Nos. Sixty-two (62) to Eighty-three (83) both inclusive, does subdivide the said tract of land situate, lying and being in Falls Church Magisterial District, Fairfax County, Virginia, being all of <u>Parcel No. 1</u> containing 26.775 acres and the greater part of Tract One, containing 100.61 acres described in <u>Parcel No. 6</u> of the deed from L. R. Eakin and Mabel Eakin, his wife, to Eakin Properties, Incorporated, dated 20th day of April, 1940, and recorded in Liber Z, No. 13, page 231 of the land records of said county, and bounded and described as follows:

"Beginning at a pipe, a common corner to the Dulaney tract, the Wooster tract and Tobin; thence with the lines of Tobin and Robey S. 28°47'E. 1863.46 ft. to a stone; thence S. 28°48.5'E. 986.15 ft. to a pipe; thence S. 19°06'W. 531.25 ft. to a pipe in the middle of the old railroad bed; thence with the middle of the railroad bed N. 84°37'W. 417.68 ft.; thence S. 88°17'W. 216.62 ft.; thence S. 80°34'W. 338.76 ft. to a stone; thence S. 72°57'W. 379.17 ft.; S. 71°03.5'W. 400.73 ft. to a stone; thence

S. 69°56.5'W. 280.17 ft.; thence S. 70°40.5'W. 483.32 ft. to the middle of the old abandoned County Road; thence, departing from the old railroad bed and running with the middle of the abandoned County Road N. 18°38.5'E. 724.33 ft., N. 10°43.5'E. 584.05 ft., N. 0°23'W. 526.11 ft., N.0°25.5'W. 271.72 ft., N. 1°30.5'E. 405.13 ft. and N. 1°01.5'W. 997.65 ft. to a pipe in the line of the Dulaney tract; thence with the line of said tract N. 86°15.5'E. 903.03 ft. to the beginning."

into lots 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 "SECTION FOUR, PINE RIDGE", 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, except lots numbered ONE (1), EIGHTY-TWO (82) and EIGHTY-THREE (83), which shall be reserved for business and/or churches or schools, if so desired by Eakin Properties, Incorporated, or its assigns. 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 three cars, and other outbuildings incidental to residential use of the plot.

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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 thirty (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, 1955. 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 fifty (50) feet to the front lot line, nor nearer than twenty-five (25) feet to any side street line, side lot line or rear lot line.

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4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 42,000 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. No privies or similar out-houses shall be erected.

7. No dwelling costing less than \$6,000.00 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 of a one-story structure nor less than 450 square feet in the case of a one-andone-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. 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.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten 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.

11. 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

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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. Invelidation 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 hereto affixed, duly attested by its Secretary.

EAKIN PROPERTIES, INCORPORATED BY: ident

ATTEST:

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Parlatte C. Mart comerce

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

I, EDNA M. WOOD, a Notary Public in and for the County and State aforesaid, whose commission expires on the 31st day of MAY, 1947, 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 20th day of MARCH 1946, have acknowledged the same before me in my State and County aforesaid. GIVEN under my hand this 21st day of MARCH_, 1946.

Edna M. Wood Notary Public

In the Clerk's Office of the Circuit Court of Fairfax County,

Virginia, MAR 22 1946 at 12.02 f.M. with Plat attached This Instrument, was received and, with the certificate an-

nexed, admitted to record

Tester

Thomas I. Chapman, K clork



