

and whose commission as such will expire on the 2nd day of February, 1942, do hereby certify that this day personally appeared before me in my said State and County, JOSEPH L. BRISTOW, widower, whose name is signed to the foregoing and hereunto annexed deed dated the 1st day of February, 1941, and then and there acknowledged the same before me.

GIVEN under my hand this 28th day of February, 1941.

Ruth A. Mitchell
Notary Public as Aforesaid.

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia,
March 10, 1941, at 12:30 o'clock, P. M.

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

Teste:

JOHN M. WHALEN, CLERK,

By

Thomas P. Chapman, Jr.
Deputy Clerk.

THIS DEED OF DEDICATION, made this 4th day of March, 1941, 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 of dedicating certain parts thereof as public streets, the said subdivision to be known as "PINE RIDGE, SECTION TWO".

NOW, THEREFORE, for and in consideration of the sum of One Dollar, and the premises, the said Eakin Properties, Incorporated, being the 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 November 20th, 1940, as Lots ONE (1) to FIFTY-ONE (51), both inclusive, 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:

BEGINNING at a pipe, a corner to Section One, Pine Ridge, in the line of Eskridge; thence with the line of Eskridge S. 46° 39' W. 684.34 ft. to a pipe; thence S. 43° 52' W. 1018.0 ft. to a pipe, a corner to Tobin; thence with the line of Tobin S. 44° 23' W. 770.01 ft. to a pipe; thence, departing from Tobin's line, N. 53° 37' W. 230.0 ft; thence N. 46° 49' W. 245.53 ft; thence N. 28° 26' E. 215.0 ft.; thence N. 61° 34' W. 287.0 ft. to easterly side of Prosperity Avenue; thence with the said side of the Avenue N. 28° 26' E. 43.77 ft.; thence N. 61° 34' W. 323.35 ft. to a pipe in the line of the Chichester tract; thence with the line of said tract N. 25° 30' E. 1749.9 ft. to the corner of Section One, Pine Ridge; thence with the lines of Section One, running with the southerly side of Crestview Drive, S. 73° 11' E. 352.54 ft.; thence with the westerly side of Prosperity Avenue, S. 25° 30' W. 352.54

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H.S.
See the map
attached to the
Book No. 4
Page 84.
3-27-41
mailed to
Eakin Properties
Inc.
Falls Church, Va.

ft.; thence S. 73° 11' E. 971.16 ft.; thence N. 16° 49' E. 348.5 ft. to the southerly side of Crestview Drive thence with the said side of Crestview Drive S. 73° 11' E. 280.79 ft. to the easterly side of Highland Road; thence with the said side of the road N. 41° 49.5' E. 39.01 ft. to the northerly side of Crestview Drive; thence continuing with the line of Section One and the said side of the drive S. 48° 10.5' E. 342.33 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 "FINE RIDGE, SECTION TWO", 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 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 38,000 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 of 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, 1966, 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.

(CORP. SEAL)

EAKIN PROPERTIES, INCORPORATED

BY: J. R. Eakin
President.

ATTEST:

Charlotte C. Montgomery
Secretary.

STATE OF VIRGINIA,

COUNTY OF FAIRFAX, to-wit:

I, GEORGE T. McNAB, a Notary Public, in and for the State and County aforesaid, whose commission expires on the 21st day of November, 1942, 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 4th day of March, 1941, have acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand this 4th day March, 1941.

George T. McNab (N. P. SEAL)
Notary Public

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia,
March 10, 1941, at 1 o'clock, P. M.

This deed of dedication with plat attached was received, and with the certificate annexed, admitted to record (No stamp required.)

Teste:

JOHN M. WHALEN, CLERK,

By

Thomas P. Chapman
Deputy Clerk.

THIS DEED, made this 20th day of November, 1939, by and between Vernon M. Lynch and Minnie I. Lynch, his wife, parties of the first part, and Carl O. Hoffman, party of the second part;

WITNESSETH:- That for and in consideration of the sum of Ten Dollars, cash in hand paid by the party of the second part to the parties of the first part, receipt whereof is hereby acknowledged, the parties of the first part do hereby grant, bargain, sell and convey, with general warranty of title, unto the party of the second part, Lot No. Seventeen (17) of a subdivision known as "Leewood", situated in Falls Church Magisterial District, Fairfax County, Virginia. Deed of Dedication of said Subdivision being recorded in Deed Book I (Eye) No. 12, at page 120, and plat of said Subdivision being recorded in Plat Book No. 2, at page 25, both of the land records of said County. This conveyance, however, is made expressly subject to the conditions and restrictions set forth in said Deed of Dedication and shown on said Plat; to which Deed and Plat, and the deeds therein referred to reference is hereby made.

WITNESS the following signatures and seals:-

Vernon M. Lynch (SEAL)

Minnie I. Lynch (SEAL)

Typed by *E. J.*
Compa. by *O. S.*
and *H. S.*

4-5-41
mailed to
Carl O. Hoffman
West Colyton
Terrace apt.
Wash. D. C.

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 and being a part of parcel No 4, acquired by deed dated April 20th, 1940, recorded in Liber Z, No. 13, page 231, of the land records of Fairfax County, Virginia, from L. R. Eakin and Mable Eakin, his wife, and that the land embraced in the subdivision is within the boundaries of the original tract of said owner, that the entire tract and each lot are properly and accurately shown and described, by metes and bounds, courses and distances, bearings calculated from the true meridian, and that there monuments of iron pipe, two feet in the ground, marking the outer corners of the subdivision and they are indicated upon the plat.

Given under my hand this 20th day of Nov, 1940.

Joseph Berry

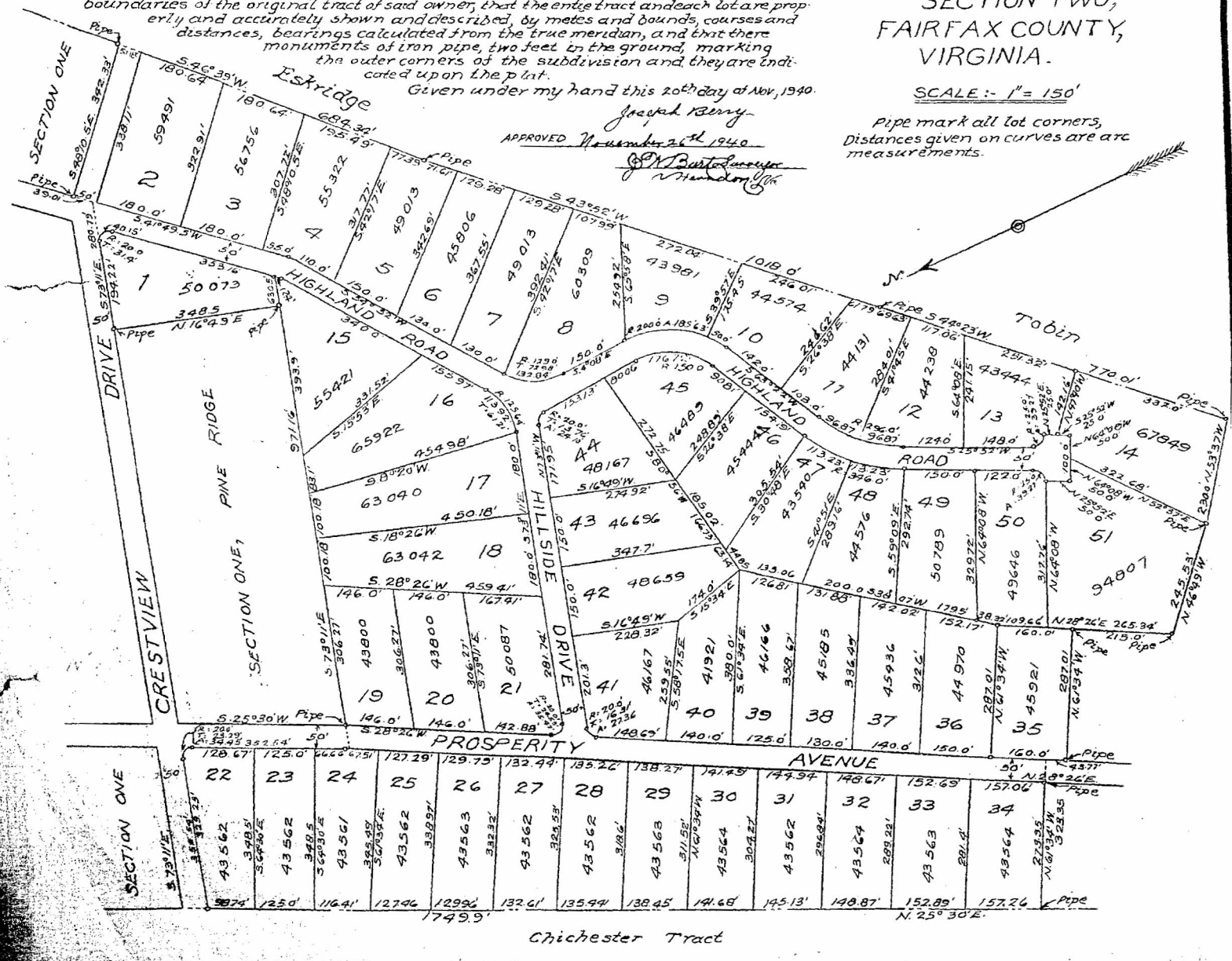
APPROVED November 26th 1940

J. M. Burtch
N. Henderson

PINE RIDGE, SECTION TWO, FAIRFAX COUNTY, VIRGINIA.

SCALE: - 1" = 150'

pipe mark all lot corners,
Distances given on curves are arc
measurements.



Chichester Tract

In this Plat Liber Z No. 14 page 221 - Examined by A.S. & A.S.