



Typed by B.J.  
 Compared by R.P.  
 and O.S.

See Plat hereto  
 attached, recorder  
 in Plat Book No 3  
 Page 120

8-8-40  
 Delivered to  
 J.B. Eakin in  
 person deed and  
 plat.

THIS DEED OF DEDICATION, made and entered into this 20th day of MAY, 1940, by and between EAKIN PROPERTIES, INCORPORATED, a corporation organized under the laws of the State of Delaware;

WHEREAS, the Eakin Properties, Incorporated, is the owner and proprietor of the tract of land hereinafter described by metes and bounds, and is desirous of subdividing the said tract of land into lots and dedicate certain parts thereof into streets; the said subdivision to be known as "SECTION ONE, FINE RIDGE"; and

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of One Dollar and the premises, the said party hereto, the owner and proprietor of the tract of land hereinafter described by metes and bounds, and shown on the plat attached hereto and made a part hereof, described as lots numbered ONE to FIFTY-FIVE, does subdivide the said tract of land situate, lying and being in Falls Church Magisterial District, Fairfax County, Virginia, and being a part of parcel numbered FOUR (4) conveyed unto the said Eakin Properties, Incorporated, by L. R. Eakin and Mabel Eakin, his wife, by deed dated April 20th, 1940, and recorded in Liber Z, No. 13, Page 231, of the land records of said County, and bounded and described according to a survey of Joseph Berry, County Surveyor of Fairfax County, Virginia, as follows:

"BEGINNING at a pipe, a corner of the Chichester Tract in the line of Loveless; thence with the line of Loveless and the same course continued with the lines of the Vosbury Tract and Williams S. 73°11'E. 2422.75 ft. to a pipe; thence to and with the line of Eskridge S. 46°39'W. 1446.56 ft. to a pipe; thence N. 48°10.5'W. 342.33 ft. to a pipe on the southeast side of Highland Road; thence with the said side of Highland Road S. 41°49.5'W. 39.01 ft. to a pipe; thence N. 73°11'W., running with the southerly side of Crestview Drive, 280.79 ft. to a pipe; thence S. 16°49'W. 348.5 ft. to a pipe; thence N. 73°11'W.

971.16 ft. to a pipe; thence with the westerly side of Prosperity Avenue N. 25°30'E. 352.54 ft. to a pipe on the southerly side of Crestview Drive; thence with the said side of the Drive N.73°11'W. 352.54 ft. to a pipe in the line of the Chichester Tract; thence with the line of said tract N.25°30'E. 1158.78 ft. to the beginning." Containing 65.265 acres.

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 ONE, PINE RIDGE", and the streets designated on the said plat are hereby dedicated as public streets. The said subdivision is in accordance with the desires of the Owner and Proprietor, and is made in accordance with the Statutes of Virginia, governing the subdividing and platting of land; and

WHEREAS, 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 lot number One (1), which is reserved for retail business, schools or churches, and no structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one 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 buildings incidental to residential use.

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 by a majority of a committee composed by J. R. EAKIN, CHARLOTTE C. MONTGOMERY, and RUTH PEARSON EAKIN, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to property and building setback lines. In the case of the death of any member or members of said committee, the surviving members or member shall have authority to approve such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or 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. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until January 1, 1946, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

3. No building shall be located on any residential building plot nearer than 50 feet to the front lot line, nor nearer than 25 feet to any side street line. No building, except a garage or other outbuilding located 100 feet or more from the front lot line, shall be located nearer than 10 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 40,000 square feet or a width of less than 125 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 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.

7. 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.

8. No dwelling costing less than \$3,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches, and garages, shall be not less than 600 square feet in the case of a one-story structure nor less than 400 square feet in the case of a one and one-half, two, or two and one-half story structure.

9. 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.

10. Both private or semi-public water supply and sewage 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 sewage 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 houses.

11. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive

periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the 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.

This Deed of Dedication and Protective Covenants is executed in pursuance of a resolution of the Board of Directors of the Eakin Properties, Incorporated, and regularly adopted.

IN TESTIMONY WHEREOF, the said Eakin Properties, Incorporated has caused its corporate name to be signed hereto by its President and its corporate seal affixed hereto 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 County and State aforesaid, whose commission expires on the 21st day of November, 1942, do hereby certify that J. R. EAKIN, whose names as President of Eakin Properties, Incorporated, is signed to the foregoing deed, bearing date on the 20th day of May, 1940, personally appeared before me this day in my State and County aforesaid, and in the name and on behalf of said Corporation acknowledged the said writing as the act and deed of the said Corporation, and that the seal affixed to the writing is the true corporate seal of the said Corporation, and that it has been affixed thereto by due authority and direction of the board of directors of said corporation.

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

George T. McNab  
Notary Public.

(N. P. Seal)

Excerpts from minutes of the Board of Directors of Eakin Properties, Incorporated, held in the office of the Corporation at Falls Church, Virginia, on the 6th day of May, 1940, at 11:00 A. M.:

"By resolution unanimously carried and adopted, the President and Secretary were directed to execute a "Deed of Dedication" subdividing a part of parcel numbered FOUR (4) conveyed unto them by deed dated April 20th, 1940, and recorded in Liber Z, No. 13, page 231, of the land records of Fairfax County, Virginia, containing 65.265 acres, into lots and dedicating certain portions thereof into streets as shown on the map prepared by Joseph Berry, Civil Engineer, and approved by J. W. Burt, Surveyor of Herndon, Virginia, on April 29th, 1940."

The undersigned hereby certifies that the above accurately sets forth the substance of the resolution adopted by the Board of Directors of Eakin Properties, Incorporated, at its meeting above referred to.

J. R. Eakin  
Chairman.

ATTEST:

Charlotte C. Montgomery  
Secretary.

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia,  
June 22, 1940, at 12:15 o'clock, P. M.

This deed of dedication with plat attached was received, and with the certificate annexed, admitted to record.

Teste: JOHN M. WHALEN, CLERK.

By

*John M. Whalen*

Deputy Clerk.

Given under my hand this 25<sup>th</sup> day of April, 1940.

Joseph Berry

Approved W. B. Smith  
1940 May 2nd

SCALE:- 1" = 150' Photographed at 50%

Pipe mark all lot corners.



See Deed to this Plat Liber C No 14, page 306 - Examined by O.S. & E.S.