

| COVENANT | AREA | SECTIONS | PLAT LOCATION |
|---------------------------------------|---|------------------------------|--|
| A (deed book 1332, page 548) | All of Leesville Blvd., and the entire area north to Chatham St., including all cross-streets; Dunston & Axton Streets west of Heming to Juliet St., all of Long Pine Dr and connecting streets except those areas described in C1 and C2, below, Easton Drive from Chatham north, except the end nearest Braddock Rd, and Atlee Place along the creek, and the portion of Atlee between Aldrich and Lehigh La. including both cross streets. | 1-8, 14, 14B,C, 18, 21 | Deed book 1241/p. 1 1299/270, 1299/278, 1331/122, 1356/213, 1417/335, 1471/214, 1524/194, 1636/393, 1486/201, 1510/157, 1576/118, 1394/89, 1596/472, 1626/575, 1656/321, 1665/532, 1675/532, 1690/562 |
| B (deed book 1403, p. 159) | The area from Braddock Rd. to the north side of Elgar St., from Ferrdale to Heming except for Heming Ave and the 3 or 4 lots on each cross street above Heming | 9-13, 15, 16 | 1433/166, 1434/369, 1433/166, 1434/369 (for sections 15 and 16 see also 1445/143) |
| C (deed book 1665, p. 465) | Braddock to Dunston, from Heming to Ravensworth, except for the 3-4 lots on each cross street closest to Heming, which are in section 16 | 17, 17A,B | 1628/368, 1714/354, 1777/410 |
| C1 (deed book 1858, p. 441) | Long Pine Dr., from Anola Ct to Webbwood Ct, including both, Queensberry from Heming to Viceroy, Viceroy Ct, Bellington Ave, Bellington Ct., Heming from Leesville Blvd to Lake Accotink Park (not including the newer area beyond the park) | 22, 22A, 23-25 | 1858/438, 1916/28, 1891/152, 1997/512, 2081/611, 2111/198 |
| C2 (deed book 1997, p. 515) | Long Pine Dr. from Dreyfus to Guy Pl., including both | 23A | 1997/512 |
| No covenant | Atlee Pl from Easton to Denison, across from the creek | 14D,E,G | 1671/598, 1751/52, 1988/231 |
| No covenant | Flag Run Dr., and the portion of Viceroy St near the intersection | 26 | 2179/519 |

All the covenants are quite similar, and in fact many of the paragraphs are identical. Oddly enough, however, some of the most important paragraphs for our purposes differ subtly. In particular, the provisions governing fences, sheds, garages, and parking differ from covenant to covenant. All of the covenants provide that they will run with the land for 25 years, with automatic renewal for 10 year periods, unless the majority of lot owners agree to a change in a recorded instrument. We should be in the middle of the second 10 year renewal on all of the covenants. The provisions of each are summarized in the

following table

| COVENANT | FENCES | SHEDS AND GARAGES | TRUCKS |
|----------|---|---|--|
| A | wood or masonry, 42 inch height restriction, 50% open, not allowed in front of house, no mention of corner lots | no building nearer than 30 feet to front lot line or 8 feet to interior lot line no temporary structure to be used as residence garage for no more than 2 cars | no mention |
| B | wood or metal, 48 inch height restriction, 50% open, rear yard only, but on corner lots, rear yard includes both street frontages | no metal garages no temporary structures as residences, no building closer than 8 feet to interior lot line garage for not more than 2 cars | no mention |
| C | wood or metal, 48 inch height restriction, 50% open, rear yard only, but on corner lots, rear yard includes both street frontages | no building nearer than 30 feet to front lot line or 8 feet to interior lot line, no metal garages, no temporary structures as dwellings garage for not more than 2 cars | no mention |
| C1 | wood or masonry, 42 inch height restriction, 50% open, not allowed in front of house, no mention of corner lots | no building nearer than 30 feet to front lot line or 10 feet to interior lot line, no metal garages garage for not more than 2 cars | no mention |
| C2 | wood or masonry, 42 inch height restriction, 50% open, not allowed in front of house, no mention of corner lots | no temporary structures as dwellings, no building nearer than 30 feet to front lot line or 8 feet to side lot line. garages for no more than 2 cars | no trucks or trailers stored or parked on any lots |

General Rules Regarding Restrictive Covenants

Generally, a restrictive covenant (often called an equitable servitude) is valid if it applies to all lots in a subdivision as part of a uniform plan, and reasonable employments of such restrictions will be enforced.¹ A uniform plan exists when the restrictions are included in the plat, and are recorded before any of the lots in the subdivision are conveyed.² The important thing is that all lots are treated alike, and that everyone who owns land in the subdivision has some sort of notice of the restrictions. The covenants are said to "run with the land", so long as they "touch and concern" the land. If they do, and if the landowners have notice of the restrictions, the restrictions can be valid. One has notice of a restriction if it is recorded in one's chain of title. It is not essential that the landowner actually know of the provisions of the covenant.

The courts don't really like these covenants, so they will construe them strictly against the person trying to enforce them, if they are ambiguous.³ The residents of a subdivision may also lose their right to enforce a restrictive covenant if they waive it or acquiesce in

North Springfield Covenants and Zoning Rules

I have done some research in the Fairfax County Land Records office and the library concerning restrictive covenants in North Springfield and concerning various zoning regulations which may be of interest. I have summarized the results below. The footnotes are for further research, if necessary. I am not rendering any opinion about the enforceability of the restrictive covenants. Rather, I set forth the general rules and point out some features of the actual covenants which may be of interest.

What are the Restrictive Covenants?

I think I have unraveled the mystery of the various versions of restrictive covenants which are floating about. It turns out that there are at least two, and possibly three, each of which applies to different parts of the neighborhood.

From my review of the land records, it appears that North Springfield was owned and developed by three separate (but possibly related) groups. The area from Leesville Blvd. north to Chatham Street was originally owned by C&J Corp. C&J filed nine different plats for different portions of this area, from November 1954 through January 1957. C&J then filed a restrictive covenant for sections 4 through 5 (not including section 2A) on July 15, 1955. A copy of this covenant is attached as tab A. I believe this covenant was recorded before any of the lots were sold, but I have not yet verified this. This would be an important fact in verifying the enforceability. The plats for sections 6 through 8 and 2A were filed later, and each contains a provision subjecting those sections to the same covenant.

The northerly portion of the neighborhood appears to have been owned by O&F Corp., which recorded separate plats for sections 9-13. None of the plats contain any reference to restrictive covenants. O&F Corp. conveyed section 10 to Avondale Park Inc. in July 1955. Evidently, sections 9, 11, 12 and 13 were also conveyed to other companies at some point. All these companies together filed a restrictive covenant for sections 9-13 on January 26, 1956. A copy of this covenant is attached under tab B. I searched back through the grantor indexes under the name Avondale Park, and I did not see any conveyances of individual lots before the restrictive covenant was recorded. A great many lots were conveyed very soon thereafter, however. Certain portions of the general area from Jervis to Chatham were excluded from sections 9-13, and separate plats were filed for these areas as sections 15 and 16. The areas so covered consist essentially of Heming Ave., from Jervis to Chatham, and three or four lots on each cross street on either side of Heming. A separate document was later filed making these sections subject to the same restrictive covenant as applies to sections 9-13.

The area south of the Beltway was owned by Edward R. Carr, Inc. who recorded plats for sections 21-26. These plats generally do contain references to covenants, either filed with the plats or elsewhere.

Altogether, I have found five covenants so far. For convenience sake, I have labeled them as follows: A, B, C, C1, C2. These letters correspond to the attached tab at which the covenants can be found. The following is a summary of which covenants apply to which areas.

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia JUL 15 1955 at 10:36 AM
This instrument was received and, with the
certificate annexed, admitted to record.

Teste!

Thomas A. Chapman, Jr. Clerk

18510

THIS INDENTURE, made this 15th day of July, 1955, by C. & J.,
INC., a Maryland corporation.

WITNESSETH, that

WHEREAS, the said C. & J., Inc. is the fee simple owner of all of
the hereinafter described subdivisions situate in Fairfax County, Virginia,
and desires to subject all of the lots therein to certain restrictive
covenants hereinafter set out;

NOW, THEREFORE, for and in consideration of the premises and the
sum of Five Dollars cash in hand paid, the said C. & J., Inc. does hereby
covenant and agree that all the lots in the following subdivisions situate in
Fairfax County, Virginia, more particularly described as follows:

SECTION ONE, NORTH SPRINGFIELD, as the same is duly
dedicated, platted and recorded in Deed Book 1241, at
page 1, of the land records of said county;

SECTION TWO, NORTH SPRINGFIELD, as the same is duly
dedicated, platted and recorded in Deed Book 1299, at
page 270, of the land records of said county;

SECTION THREE, NORTH SPRINGFIELD, as the same is
duly dedicated, platted and recorded in Deed Book 1299,
at page 278, of the land records of said county;

SECTION FOUR, NORTH SPRINGFIELD, as the same is duly
dedicated, platted and recorded, by deed of dedication,
dated the 24th day of June, 1955, and recorded in the
Clerk's office of said county as Clerk's Instrument
No. 18094.

SECTION FIVE, NORTH SPRINGFIELD, by deed of dedication
dated the 24th day of June, 1955, to be recorded among
the land records of said county;

shall be owned and conveyed subject to the following restrictive covenants:

1. All lots in the tract shall be known and described as residen-
tial 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. No noxious or offensive trade or activity shall be
carried on upon any lot nor shall anything be done thereon which may be or be-
come an annoyance or nuisance to the neighborhood.

2. All fences or enclosures facing any front or side street shall
be of wood or masonry construction, the material and design of which must be
approved by the Architectural Committee hereinafter named; said fences and en-
closures along the interior side lot lines from a line parallel to the front
wall of the house and running to the rear or in any part of the rear yard may
be of metal construction, with at least 50% open design and not exceeding 42
inches in height. This restriction is not intended to apply to retaining walls,
which walls shall be measured from the ground so supported. 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 3 feet around
the front yard of any of said lots. Any fence built on any of the above des-
cribed lots shall be maintained in a proper manner so as not to detract from
the value and desirability of surrounding property.

July 20, 1955 - Rec. of
Gene Phillips, Manager
Nindrick, Md.

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3. All lots and yards in the above described subdivision shall be maintained in a neat and attractive manner so as not to detract from the appearance of the above described development.

4. Any violation of the above covenants shall be deemed to be a continuing one until remedied, and shall be enforceable by appropriate court action instituted at any time by any one or more lot owners in this subdivision.

5. Invalidation of any one or more of the covenants herein (or a part thereof) by judgment or court order shall in no wise affect any of the other covenants above set forth which shall remain in full force and effect.

6. ARCHITECTURAL CONTROL: No garage or other building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

7. MEMBERSHIP: The architectural control committee is composed of Harry E. Ormston, Joseph H. Carr and Edward R. Carr. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members 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 it to any of its powers and duties.

8. PROCEDURE: 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. DWELLING AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

10. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by the present effective zoning requirements of Fairfax County, Virginia. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

11. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

12. EASEMENTS: Easements for installation and maintenance of

utilities and drainage facilities are reserved as shown on the recorded plat.

13. TEMPORARY STRUCTURES: No structure of a temporary nature, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

14. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

16. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

All lots conveyed by the said C. & J., Inc., in the above named subdivisions shall be deemed to be subject to the restrictive covenants hereinabove set forth, the same as if they were recited verbatim in the deed or deeds conveying said lots.

IN WITNESS WHEREOF, C. & J., INC., has caused this indenture to be signed by its President and its corporate seal to be hereto affixed, duly attested by its ^{Asst.} Secretary.

C. & J., INC.

By: [Signature]
President

[Signature]
Asst. Secretary



State of Virginia
~~DISTRICT OF COLUMBIA~~, to-wit:
County of Arlington
I, George A. Frazier, a Notary Public, in and for the
~~County of State of~~
~~District of Columbia~~, whose commission expires on the 21 day of September,

1957, do certify that Edward R. Caw and Joseph H. Caw
whose names are signed to the foregoing deed, have acknowledged the same before
me in my ~~District of Columbia~~ County of State aforesaid.

GIVEN under my hand and notarial seal this 15th day of July
1955.
George A. Frazier
Notary Public

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia JUL 15 1955 at 10:44 AM.
This instrument was received and, with the
certificate annexed, admitted to record.

Teste!
Thomas C. Engeman, Jr. Clerk

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia JUL 15 1955 at ~~10:36 AM~~
This instrument was received and, with the certificate annexed, admitted to record.

Teste!

Thomas S. Chapman, Jr. Clerk

18510

THIS INDENTURE, made this 15th day of July, 1955, by C. & J., INC., a Maryland corporation.

WITNESSETH, that

WHEREAS, the said C. & J., Inc. is the fee simple owner of all of the hereinafter described subdivisions situate in Fairfax County, Virginia, and desires to subject all of the lots therein to certain restrictive covenants hereinafter set out;

NOW, THEREFORE, for and in consideration of the premises and the sum of Five Dollars cash in hand paid, the said C. & J., Inc. does hereby covenant and agree that all the lots in the following subdivisions situate in Fairfax County, Virginia, more particularly described as follows:

SECTION ONE, NORTH SPRINGFIELD, as the same is duly dedicated, platted and recorded in Deed Book 1241, at page 1, of the land records of said county;

SECTION TWO, NORTH SPRINGFIELD, as the same is duly dedicated, platted and recorded in Deed Book 1299, at page 270, of the land records of said county;

SECTION THREE, NORTH SPRINGFIELD, as the same is duly dedicated, platted and recorded in Deed Book 1299, at page 278, of the land records of said county;

SECTION FOUR, NORTH SPRINGFIELD, as the same is duly dedicated, platted and recorded, by deed of dedication, dated the 24th day of June, 1955, and recorded in the Clerk's office of said county as Clerk's Instrument No. 18094.

SECTION FIVE, NORTH SPRINGFIELD, by deed of dedication dated the 24th day of June, 1955, to be recorded among the land records of said county;

shall be owned and conveyed subject to the following restrictive covenants:

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. 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.

2. All fences or enclosures facing any front or side street shall be of wood or masonry construction, the material and design of which must be approved by the Architectural Committee hereinafter named; said fences and enclosures along the interior side lot lines from a line parallel to the front wall of the house and running to the rear or in any part of the rear yard may be of metal construction, with at least 50% open design and not exceeding 42 inches in height. This restriction is not intended to apply to retaining walls, which walls shall be measured from the ground so supported. 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 3 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.

July 25, 1955 - Rev. J. J. Phillips, Attorney at Law, Alexandria, Va.

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3. All lots and yards in the above described subdivision shall be maintained in a neat and attractive manner so as not to detract from the appearance of the above described development.

4. Any violation of the above covenants shall be deemed to be a continuing one until remedied, and shall be enforceable by appropriate court action instituted at any time by any one or more lot owners in this subdivision.

5. Invalidation of any one or more of the covenants herein (or a part thereof) by judgment or court order shall in no wise affect any of the other covenants above set forth which shall remain in full force and effect.

6. ARCHITECTURAL CONTROL: No garage or other building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

7. MEMBERSHIP: The architectural control committee is composed of Harry E. Ormston, Joseph H. Carr and Edward R. Carr. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members 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 it to any of its powers and duties.

8. PROCEDURE: 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. DWELLING AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

10. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by the present effective zoning requirements of Fairfax County, Virginia. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

11. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

12. EASEMENTS: Easements for installation and maintenance of

utilities and drainage facilities are reserved as shown on the recorded plat.

13. TEMPORARY STRUCTURES: No structure of a temporary nature, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

14. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

16. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

All lots conveyed by the said C. & J., Inc., in the above named subdivisions shall be deemed to be subject to the restrictive covenants hereinabove set forth, the same as if they were recited verbatim in the deed or deeds conveying said lots.

IN WITNESS WHEREOF, C. & J., INC., has caused this indenture to be signed by its President and its corporate seal to be hereto affixed, duly attested by its ^{ASST.} Secretary.

C. & J., INC.
By: [Signature]
President

ATTEST:
[Signature] W. Carr
Secretary



State of Virginia
DISTRICT OF COLUMBIA, to-wit:
County of Arlington
I, [Signature] J. A. Hojier, a Notary Public, in and for the
County of [Signature] State of [Signature]
District of Columbia, whose commission expires on the 21 day of [Signature]
1957, do certify that [Signature] Edward R. Carr and [Signature] Joseph H. Carr
whose names are signed to the foregoing deed, have acknowledged the same before
me in my [Signature] County of [Signature] District of Columbia aforesaid.



GIVEN under my hand and notarial seal this 15th day of [Signature] July
[Signature] J. A. Hojier
Notary Public

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia JUL 15 1955 at 10:45 AM.

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

Teste!
[Signature] Thomas S. Engelman, Clerk

President and its corporate seal to be hereto affixed, duly attested by its Secretary.
DEVON PARK, INC.,

ATTEST:

E. Carl Hengen
Secretary

BY: *Bernard Steinberg*
President

STATE OF VIRGINIA
COUNTY OF ARLINGTON

To-Wit:

I, Alice W. Dinwiddie, a Notary Public in and for the County aforesaid
in the State of Virginia, whose notarial commission expires on the twenty-second day of
March, 1952, certify that Bernard Steinberg
and E. Carl Hengen, whose names as President and Secretary
respectively, of DEVON PARK, INC.,

~~whose names~~ are signed to the deed above bearing date on the 24th day of January
1956, have acknowledged the same before me in my State and County aforesaid.

Given under my hand this 24th day of January, 1956

Alice W. Dinwiddie
Notary Public.

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia JAN 26 1956 at 11:22 P.M.
This instrument was received and, with the
certificate annexed, admitted to record.

Teste!

Thomas C. Chapman, Jr. Clerk

2545

THIS DEED, made this 24th day of January, 1956, by AVONDALE PARK,
INC., a Delaware corporation, part of the first part; BRADDOCK PARK, INC.,
a Delaware corporation, party of the second part; CRESCENT PARK, INC., a
Delaware corporation, party of the third part; and DEVON PARK, INC., a
Delaware corporation, party of the fourth part.

WITNESSETH, that

WHEREAS, the said parties hereto are the respective owners of all of
the Lots in Section Nine, North Springfield; Section Ten, North Springfield;
Section Eleven, North Springfield; Section Twelve, North Springfield; and
Section Thirteen, North Springfield, as the same are duly dedicated, platted
and recorded among the land records of Fairfax County, Virginia; and

WHEREAS, it is the desire of the said parties hereto to subject said
lots to certain restrictive covenants as hereinafter set forth;

same as last

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covenants herein contained, each to the other made, the said parties hereto do hereby covenant and agree that all of the lots of land situate in Fairfax County, Virginia, and shown on duly dedicated plats, shall be subjected and conveyed subject to the following restrictive covenants:

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. 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.
2. No metal garage shall be erected on any lot.
3. No fence or similar enclosure may be built on any lot except a rear yard fence, which fence shall not exceed 48 inches in height and shall not extend beyond the front line of the dwelling erected on said lot, and such rear yard fence shall be of wood or metal construction of at least 50% open design. 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 3 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. The words "rear yard" as set forth above shall not include any area that extends in front of the building restriction lines as established by the Zoning Ordinances of Fairfax County, Virginia, and shall apply to both of the street frontages on all corner lots.
4. All lots and yards in the above described subdivision shall be maintained in a neat and attractive manner so as not to detract from the appearance of the above described development.
5. Any violation of the above covenants shall be deemed to be a continuing one until remedied, and shall be enforceable by appropriate court action instituted at any time by any one or more lot owners in this subdivision.
6. Invalidations of any one or more of the above covenants (or a part thereof) by judgment or court order shall in no wise affect any of the other covenants above set forth, which shall remain in full force and effect.
7. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved. Approval shall be as provided in Restriction No. 9.
8. **MEMBERSHIP:** The architectural control committee is composed of Bernard Steinberg, E. Carl Hengen and Edward R. Carr. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members 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.
9. **PROCEDURE:** 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
10. **DWELLING COST, QUALITY AND SIZE:** No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 600

11. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
12. **LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any lot having a width or less than 65 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.
13. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
14. **TEMPORARY STRUCTURES:** 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.
15. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot square, one sign of not more than five feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
16. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that are not kept, bred or maintained for commercial purposes.
17. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
18. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

All lots conveyed by the said parties hereto in the above named subdivisions shall be deemed to be subject to the restrictive covenants hereinabove set forth, the same as if they were recited verbatim in the deed or deeds conveying said lots.

Provided, however, that Outlot A, Block 37, Outlots B and C, in Block 35, and Outlot D, in Block 34, Section Ten, North Springfield; Outlots 3, in Block 34; Outlots F and G, in Block 30, Outlots H and I, in Block 29, Outlots J and K, in Block 28, Section Eleven, North Springfield; and Outlots L and M, in Block 25, and Outlots N and O, in Block 24, Section Twelve, North Springfield, be and the same hereby are excepted from the operation and effect of this agreement; that is to say, it is not the intention of this agreement to impose said restrictions on the outlots shown on the respective plats attached

to said Deeds of Dedication, hereinabove described.

IN WITNESS WHEREOF, AVONDALE PARK, INC., has caused this deed to be signed by its President and its corporate seal to be hereto affixed, duly attested by its Secretary; and

IN WITNESS WHEREOF, BRADDOCK PARK, INC., has caused this deed to be signed by its President and its corporate seal to be hereto affixed, duly attested by its Secretary; and

IN WITNESS WHEREOF, CRESCENT PARK, INC., has caused this deed to be signed by its President and its corporate seal to be hereto affixed, duly attested by its Secretary; and

IN WITNESS WHEREOF, DEVON PARK, INC., has caused this deed to be signed by its President and its corporate seal to be hereto affixed, duly attested by its Secretary.



AVONDALE PARK, INC.

ATTEST:

By:

E. Carl Hengen
Secretary

Bernard Sauters
President

BRADDOCK PARK, INC.

ATTEST:

By:

E. Carl Hengen
Secretary

Bernard Sauters
President

CRESCENT PARK, INC.

ATTEST:

By:

E. Carl Hengen
Secretary

Bernard Sauters
President

DEVON PARK, INC.

ATTEST:

By:

E. Carl Hengen
Secretary

Bernard Sauters
President

B5

COUNTY OF ARLINGTON, to-wit:

I, *Alice W. Dinwiddie*, a Notary Public, in and for the County and State aforesaid, do certify that *Bernard Steinberg* and *E. Carl Hengen*, whose names as President and Secretary, respectively, of AVONDALE PARK, INC., BRADDOCK PARK., INC., CRESCENT PARK, INC., and DEVON PARK, INC., are signed to the foregoing deed, bearing date on the 24TH day of January, 1956, have acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 24TH day of January, 1956.

My commission expires: My Commission Expires March 22nd, 1959

Alice W. Dinwiddie
Notary Public

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia JAN 26 1956 at 3:13 P.M.
This instrument was received and, with the certificate annexed, admitted to record.

Teste!
Thomas C. Chapman, Jr. Clerk

2516

WARRANTY DEED

THIS DEED, made this 19th day of January, 1956, by and between MAPLE HILL CORPORATION, a corporation duly organized under the laws of the State of Delaware and fully qualified and authorized to do business in the State of Virginia and acting herein pursuant to resolutions of its Board of Directors, party of the first part, hereto; and FRANK J. MACDONALD and ELMYRA K. MACDONALD, his wife, parties of the second part, as tenants by the entirety with full common law rights of survivorship, it being intended that the part of the one first dying shall then belong to the survivor;

WITNESSETH, that for and in consideration of the sum of Ten Dollars, the said party of the first part does hereby grant and convey, with general warranty unto the said parties of the second part, all that certain land situated in the Town of Fairfax, Fairfax County, Virginia, and more particularly described as follows:

Lot 101 of the Maple Hill Subdivision, as said subdivision is duly dedicated, platted and recorded in Deed Book 939, at Page 206, of the land records of said County.

SUBJECT, HOWEVER, to restrictions and rights of way of record.

The said party of the first part covenants that it has the right to convey the said land to the said parties of the second part; that it has done no act to encumber the same; that the said parties of the second part shall have quiet

*Witnessed at
Arlington, Virginia
this 24th day of
Jan. 1956*



President and its corporate seal to be hereto affixed, duly attested by its Secretary.
DEVON PARK, INC.,

ATTEST:

Secretary

E. Carl Hengen
Secretary

BY:

President

Bernard Steinberg
President

X(S)EAL(X)

X(S)EAL(X)

STATE OF VIRGINIA
COUNTY OF ARLINGTON

To-Wit:

I, Alice W. Dinwiddie, a Notary Public in and for the County aforesaid
in the State of Virginia, whose notarial commission expires on the twenty-second
March 1959, certify that Bernard Steinberg
and E. Carl Hengen, whose names as President and Secretary
respectively, of DEVON PARK, INC.,

~~these deeds~~ are signed to the deed above bearing date on the 24th day of January
1956, have acknowledged the same before me in my State and County aforesaid.

Given under my hand this 24th day of January, 1956

Alice W. Dinwiddie

Notary Public.

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia JAN 26 1956 at 3:12 P. M.

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

Teste!

Anna O. Chymer, J. Clerk

2545

THIS DEED, made this 24TH day of January, 1956, by AVONDALE PARK,
INC., a Delaware corporation, part of the first part; BRADDOCK PARK, INC.,
a Delaware corporation, party of the second part; CRESCENT PARK, INC., a
Delaware corporation, party of the third part; and DEVON PARK, INC., a
Delaware corporation, party of the fourth part.

WITNESSETH, that

WHEREAS, the said parties hereto are the respective owners of all of
the Lots in Section Nine, North Springfield; Section Ten, North Springfield;
Section Eleven, North Springfield; Section Twelve, North Springfield; and
Section Thirteen, North Springfield, as the same are duly dedicated, platted
and recorded among the land records of Fairfax County, Virginia; and

WHEREAS, it is the desire of the said parties hereto to subject said
lots to certain restrictive covenants as hereinafter set forth:

Same as last

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covenants herein contained, each to the other made, the said parties hereto do hereby covenant and agree that all of the lots of land situate in Fairfax County, Virginia, and shown on duly dedicated plats, shall be subjected and conveyed subject to the following restrictive covenants:

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. 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.
2. No metal garage shall be erected on any lot.
3. No fence or similar enclosure may be built on any lot except a rear yard fence, which fence shall not exceed 48 inches in height and shall not extend beyond the front line of the dwelling erected on said lot, and such rear yard fence shall be of wood or metal construction of at least 50% open design. 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 3 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. The words "rear yard" as set forth above shall not include any area that extends in front of the building restriction lines as established by the Zoning Ordinances of Fairfax County, Virginia, and shall apply to both of the street frontages on all corner lots.
4. All lots and yards in the above described subdivision shall be maintained in a neat and attractive manner so as not to detract from the appearance of the above described development.
5. Any violation of the above covenants shall be deemed to be a continuing one until remedied, and shall be enforceable by appropriate court action instituted at any time by any one or more lot owners in this subdivision.
6. Invalidation of any one or more of the above covenants (or a part thereof) by judgment or court order shall in no wise affect any of the other covenants above set forth, which shall remain in full force and effect.
7. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved. Approval shall be as provided in Restriction No. 9.
8. **MEMBERSHIP:** The architectural control committee is composed of Bernard Steinberg, E. Carl Hagen and Edward R. Carr. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members 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.
9. **PROCEDURE:** 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
10. **DWELLING COST, QUALITY AND SIZE:** No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of porches, open porches and garages, shall be

11. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
12. **LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any lot having a width or less than 65 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.
13. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
14. **TEMPORARY STRUCTURES:** 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.
15. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot square, one sign of not more than five feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
16. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that are not kept, bred or maintained for commercial purposes.
17. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
18. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

All lots conveyed by the said parties hereto in the above named subdivisions shall be deemed to be subject to the restrictive covenants hereinabove set forth, the same as if they were recited verbatim in the deed or deeds conveying said lots.

Provided, however, that Outlot A, Block 37, Outlots B and C, in Block 35, and Outlot D, in Block 34, Section Ten, North Springfield; Outlots 3, in Block 34; Outlots F and G, in Block 30, Outlots H and I, in Block 29, Outlots J and K, in Block 28, Section Eleven, North Springfield; and Outlots L and M, in Block 25, and Outlots N and O, in Block 24, Section Twelve, North Springfield, be and the same hereby are excepted from the operation and effect of this agreement; that is to say, it is not the intention of this agreement to impose said restrictions on the outlots shown on the respective plats attached

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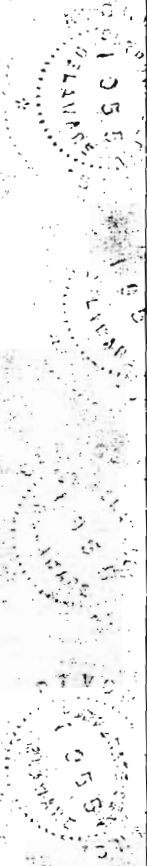
to said Deeds of Dedication, hereinabove described.

IN WITNESS WHEREOF, AVONDALE PARK, INC., has caused this deed to be signed by its President and its corporate seal to be hereto affixed, duly attested by its Secretary; and

IN WITNESS WHEREOF, BRADDOCK PARK, INC., has caused this deed to be signed by its President and its corporate seal to be hereto affixed, duly attested by its Secretary; and

IN WITNESS WHEREOF, CRESCENT PARK, INC., has caused this deed to be signed by its President and its corporate seal to be hereto affixed, duly attested by its Secretary; and

IN WITNESS WHEREOF, DEVON PARK, INC., has caused this deed to be signed by its President and its corporate seal to be hereto affixed, duly attested by its Secretary.



AVONDALE PARK, INC.

ATTEST:

E. Carl Hengen
Secretary

By:

Bernard Sauter
President

BRADDOCK PARK, INC.

ATTEST:

E. Carl Hengen
Secretary

By:

Bernard Sauter
President

CRESCENT PARK, INC.

ATTEST:

E. Carl Hengen
Secretary

By:

Bernard Sauter
President

DEVON PARK, INC.

ATTEST:

E. Carl Hengen
Secretary

By:

Bernard Sauter
President

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COUNTY OF ARLINGTON, to-wit:

I, *Alice W. Dinwiddie*, a Notary Public, in and for the County and State aforesaid, do certify that *Bernard Steinberg* and *E. Carl Nengen*, whose names as President and Secretary, respectively, of AVONDALE PARK, INC., BRADDOCK PARK, INC., CRESCENT PARK, INC., and DEVON PARK, INC., are signed to the foregoing deed, bearing date on the 24TH day of January, 1956, have acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 24TH day of January, 1956.

My commission expires: My Commission Expires March 2nd, 1959

Alice W. Dinwiddie
Notary Public

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia JAN 26 1956 at 2:12 P.M.
This instrument was received and, with the certificate annexed, admitted to record.

Teste!

Thomas P. Chapman, Jr. Clerk

2546

WARRANTY DEED

THIS DEED, made this 19th day of January, 1956, by and between MAPLE HILL CORPORATION, a corporation duly organized under the laws of the State of Delaware and fully qualified and authorized to do business in the State of Virginia and acting herein pursuant to resolutions of its Board of Directors, party of the first part, hereto; and FRANK J. MACDONALD and ELMYRA K. MACDONALD, his wife, parties of the second part, as tenants by the entirety with full common law rights of survivorship, it being intended that the part of the one first dying shall then belong to the survivor;

WITNESSETH, that for and in consideration of the sum of Ten Dollars, the said party of the first part does hereby grant and convey, with general warranty unto the said parties of the second part, all that certain land situated in the Town of Fairfax, Fairfax County, Virginia, and more particularly described as follows:

Lot 101 of the Maple Hill Subdivision, as said subdivision is duly dedicated, platted and recorded in Deed Book 939, at Page 206, of the land records of said County.

SUBJECT, HOWEVER, to restrictions and rights of way of record.

The said party of the first part covenants that it has the right to convey the said land to the said parties of the second part; that it has done no act to encumber the same; that the said parties of the second part...

Vertical handwritten notes on the left margin, including "24.12.56" and "10 Dollars".



On the 20th day of May, 1958, have acknowledged the same before me in my County and State aforesaid.

GIVEN Under my hand this 20th day of May, 1958

My commission expires:
June 25, 1961

Oliver D. Smith
Notary Public

Section 17, North Springfield

SCHEDULE "A"

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. 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.
2. No metal garage shall be erected on any lot.
3. No fence or similar enclosure may be built on any lot except a rear yard fence, which fence shall not exceed 48 inches in height and shall not extend beyond the front line of the dwelling erected on said lot, and such rear yard fence shall be of wood or metal construction of at least 50% open design. 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. The words "rear yard" as set forth above shall not include any area that extends in front of the building restriction lines as established by the Zoning Ordinances of Fairfax County, Virginia, and shall apply to both of the street frontages on all corner lots.
4. All lots and yards in the above described subdivision shall be maintained in a neat and attractive manner so as not to detract from the appearance of the above described development.
5. Any violation of the above covenants shall be deemed to be a continuing one until remedied, and shall be enforceable by appropriate court action instituted at any time by any one or more lot owners in this subdivision.
6. Invalidation of any one or more of the above covenants (or a part thereof) by judgment or court order shall in no wise affect any of the other covenants above set forth which shall remain in full force and effect.
7. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved. Approval shall be as provided in Restriction #9.
8. MEMBERSHIP. The architectural control committee is composed of Bernard Steinberg, E. Carl Hengen and Roger G. Hildeen. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members 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.

9. PROCEDURE. 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the

NORTH SPRINGFIELD - (Continued)

date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

11. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

12. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

13. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

14. TEMPORARY STRUCTURES. 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.

15. SIGNS. No sign of any kind shall be displayed to the public view on any lot except the professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

17. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

-5-

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia MAY 27 1958 A.M. 12:22 PM.
This instrument was received and, with the
certificate annexed, admitted to record.

Tests:

Thomas C. Williams
Clerk

On the 20th day of May, 1958, have acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 26th day of May, 1958

My commission expires:
June 25, 1961

Alvin D. ...
Notary Public

Section 17, North Springfield

SCHEDULE "A"

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. 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.
2. No metal garage shall be erected on any lot.
3. No fence or similar enclosure may be built on any lot except a rear yard fence, which fence shall not exceed 48 inches in height and shall not extend beyond the front line of the dwelling erected on said lot, and such rear yard fence shall be of wood or metal construction of at least 50% open design. 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. The words "rear yard" as set forth above shall not include any area that extends in front of the building restriction lines as established by the Zoning Ordinances of Fairfax County, Virginia, and shall apply to both of the street frontages on all corner lots.
4. All lots and yards in the above described subdivision shall be maintained in a neat and attractive manner so as not to detract from the appearance of the above described development.
5. Any violation of the above covenants shall be deemed to be a continuing one until remedied, and shall be enforceable by appropriate court action instituted at any time by any one or more lot owners in this subdivision.
6. Invalidation of any one or more of the above covenants (or a part thereof) by judgment or court order shall in no wise affect any of the other covenants above set forth which shall remain in full force and effect.
7. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved. Approval shall be as provided in Restriction #9.
8. MEMBERSHIP. The architectural control committee is composed of Bernard Steinberg, E. Carl Hengen and Roger G. Hildeeri. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members 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.

9. **PROCEDURE.** 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. **DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the

NORTH SPRINGFIELD - (Continued)

date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

11. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

12. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

13. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

14. **TEMPORARY STRUCTURES.** 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.

15. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

17. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia MAY 27 1938 at 3:22 P.M.
This instrument was received and, with the
certificate annexed, admitted to record.

Teste:

Thomas W. [Signature] Clerk

SCHEDULE "A" CONTINUED

and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. DWELLING AND SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

11. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by the present effective zoning requirements of Fairfax County, Virginia. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building provided the same complies with the applicable zoning ordinances of Fairfax County, Virginia. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

12. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

13. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

14. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No trucks or trailers shall be stored or parked on any of said lots in said subdivision by the Owners, lessees or occupants of said lots.

15. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

17. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia FEB 17 1960 at 2:32 PM.
This instrument was received and, with the
certificate annexed, admitted to record with plats attached

Tests:

Thomas P. Chapman, Jr. Clerk

Robert Howell
Notary Public

91-1

My Commission Expires: 31 July 1960



ARTICLE "A"

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. 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.
2. No metal garage shall be erected on any lot.
3. All fences or enclosures facing any front or side street shall be of wood or masonry construction, the material and design of which must be approved by the Architectural Committee hereinafter named; said fences and enclosures along the interior side lot lines from a line parallel to the front wall of the house and running to the rear or in any part of the rear yard may be of metal construction, with at least 50% open design and not exceeding 42 inches in height. This restriction is not intended to apply to retaining walls extending not more than 6 inches above the ground so supported. 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 3 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.
4. All lots and yards in the above described subdivision shall be maintained in a neat and attractive manner so as not to detract from the appearance of the above described development.
5. Any violation of the above covenants shall be deemed to be a continuing one until remedied, and shall be enforceable by appropriate court action instituted at any time by any one or more lot owners in this subdivision.
6. Invalidation of any one or more of the covenants herein (or a part thereof) by judgment or court order shall in no wise affect any of the other covenants above set forth which shall remain in full force and effect.
7. ARCHITECTURAL CONTROL. No garage or other building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
8. MEMBERSHIP. The architectural control committee is composed of Edward R. Carr, Richard H. Gomersell and D. E. Wight. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members 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.
9. PROCEDURE. 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 30 days after plans

any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. DWELLING AND SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

10. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by the present effective zoning requirements of Fairfax County, Virginia. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

11. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

12. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

13. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

14. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

16. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. No trucks or trailers shall be stored or parked on any of said lots in said subdivision by the Owners, Lessees or occupants of said lots.

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia APR 27 1961
This instrument was received and, with the
certificate annexed, admitted to record with plat attached

Tests:

Thomas H. Longman
Clerk