

*Robert H. Gomersell*  
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

## 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 2:30 PM.  
This instrument was received and, with the  
certificate annexed, admitted to record with plats attached

Tests:

*Thomas A. Chapman, Jr.* Clerk

SCHEDULE A

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 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.
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 Hubert F. Bohnke, Marion Bagley and Paul L. Pompier. 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.
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