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THIS DEED OF RESTRICTIVE COVENANTS, Made this 4th day of July, 1978, by BROWNELL, INC., a Virginia Corporation.

W I T N E S S E T H :

WHEREAS, the party hereto is the owner and proprietor of property hereinafter described; and

WHEREAS, it is the intent and desire of the party hereto to create and establish certain restrictive covenants affecting said property.

NOW, THEREFORE, in consideration the premises, BROWNELL, INC. does hereby create and establish the covenants, conditions and restrictions set forth on Schedule "A", attached hereto and made a part hereof, which are to affect and be impressed upon the following described property:

All Lots, COLVIN'S GLEN Subdivision,
as the same is duly dedicated, platted
and recorded in Deed Book 4789, at Page
588, among the land records of Fairfax
County, Virginia.

These restrictions shall be covenants that will run with the land and will be binding upon the heirs, assigns and successors in title of the parties hereto.

BROWNELL, INC.

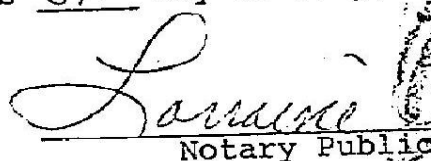
By 
Bruce M. Brownell, President

KOHLEHAAS & GARNIER, Attys.

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Bruce M. Brownell, as President of BROWNELL, INC., whose name is signed to the foregoing Deed on behalf of said corporation, bearing date on the 4th day of July, 1978, has personally appeared before me in my jurisdiction aforesaid, and acknowledged the same.

GIVEN under my hand this 31st day of July, 1978


Notary Public

My commission expires:

April 12, 1980

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Schedule "A"

WHEREAS, for the purpose of protecting purchasers of residential lots in the above described subdivisions (hereinafter referred to as the "Subdivisions") from depreciation in the value of their property, and to enhance and protect the value, desirability and attractiveness of the real property in said Subdivisions and facilitate the profitable sale of lots therein, said Declarant does hereby establish and impose upon all lots in said Subdivisions the following protective restrictions and covenants to be observed and enforced by said Declarant, as well as by all purchasers of improved and/or unimproved land in said Subdivisions, to-wit:

FIRST: It is the intent of the Declarant, as the present owner of the above-described Subdivisions, that a dignified and high quality residential subdivision shall be developed and maintained. It is, therefore, required that the standard of architectural design, material and workmanship of all houses and other improvements in said Subdivisions be of the highest order, and that the site planning, building and landscaping thereof result in a carefully executed and harmonious effect. All architectural plans and specifications, as well as site planning and exterior colors must be approved by Bruce M. Brownell or by another party so designated by him in a instrument recorded in the land records of Fairfax County, Virginia.

SECOND: The land in the above described Subdivisions, and any and all lots now or hereafter subdivided or created therein by Declarant, its successors or assigns, shall be used solely for, and shall be known and described exclusively as, residential dwelling lots. The Declarant, however, for itself, its successors and assigns does hereby reserve the right, to alter, amend and/or

THIRD: No building, structures, storage sheds, or other improvements shall be erected, altered, placed, constructed, or permitted to exist on any lot in said Subdivisions other than one detached single-family dwelling house, on each said lot, not to exceed two and one-half stories above grade, except as otherwise herein provided. Provided that such a dwelling has been erected on such lot there may also be erected on such a lot a private garage for not more than two automobiles and/or one (1) single-story accessory building of not more than four hundred (400) square feet in gross floor area for use solely by the occupant of said lot for storage purposes. Provided, however, that no house, garage, terrace, fence (except as noted in sub-section (a)), wall, alteration or other building or structure of any description shall be commenced, erected or maintained on any of the lots in said Subdivisions until all plans and specifications therefor, and the plot plans showing the location of the proposed work and any change or alterations in existing grade and trees thereon, and shall have been submitted to and approved in writing by Bruce M. Brownell. A copy of all plans, specifications and plot plan as finally approved, shall be permanently lodged with the Declarant, or with its designated successors or assigns, and said plans and specifications shall (if approved) be abided by in the erection of such building, structure or other improvements. Any approval or disapproval shall require the signature Bruce M. Brownell or the signatures of such other persons as Declarant may in writing designate from time to time. In the event Declarant or its designee fails to give such approval or disapproval within thirty (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, such approval will not be required and the related covenants shall be deemed to have been fully complied with; except that in the case of completion of erection of a fence or wall in violation of the covenants herein set forth prior to institution of a suit to enjoin such erection, a suit for the removal of such fence or wall or for

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other relief against the violator of such covenants on account thereof may be instituted within ninety (90) days after completion of such fence or wall.

(a) Fencing of rear yards is automatically permitted provided the height not exceed four and one-half (4 1/2) feet and the construction be of wood and of the following designs: (1) Split rail, (2) Ranch plank. No fence may extend beyond the front boundary of the dwelling itself on a ninety (90) degree angle to lot line.

FOURTH: No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of the lots in said Subdivisions shall at any time be used for habitable purposes, temporarily or permanently, nor (subject to the provisions of Article SIXTH hereof) shall any structure of a temporary character be erected on any part of said Subdivisions unless first approved in writing by the Declarant, or by successors or assigns of Declarant designated by it.

FIFTH: No construction shed or construction office shall be permitted to remain on any lot in said Subdivision except incidental to, and in connection with, bona fide construction of permanent improvements pursuant to building permits actually issued by governmental authorities having jurisdictions, and any such construction shed or office must be removed from said lot not later than two (2) months after cessation of building operations. For purposes hereof, "building operations" shall be deemed to have ceased when the owner of the lot on which such construction shed or office is located has not, within two (2) months, performed or

SIXTH: No noxious or offensive activity of any nature shall be carried on upon any lot in the Subdivisions, nor shall anything be done or placed thereon which may be or become an annoyance or nuisance to the neighborhood. Property owners in the Subdivisions shall, at all times, maintain their property in good repair and in a state of neat appearance. Refuse, trash, garbage and debris, or containers therefor, shall not be stored or placed on any property where they will be visible from any street. Trash, refuse, leaves and other waste materials shall be stored in sanitary container and shall not be burned in said Subdivisions, and incinerators manufactured or designed for the burning of trash, garbage or waste materials shall not be placed or operated on any part of any lot in the Subdivisions. No commercial or industrial vehicles, moving vans, trucks of any kind, tractors, trailers, construction vehicles or equipment, buses, farm machinery or equipment, boats or boat trailers, or camping trailers, shall be regularly or habitually parked or permitted to remain in front of, on or adjacent to any property in the Subdivisions (except, as to construction equipment, in connection with bona fide construction of improvements in said Subdivisions, and in such case, subject to the same restrictions imposed upon construction sheds and offices in Article SIXTH hereof). Boats, boat-trailers, camping trailers and other recreational vehicles may be on the premises if in a garage, carport or otherwise hidden from view. Except for flower gardens, shrubs and trees (which shall be neatly maintained), all open lot areas in the Subdivisions shall be maintained as grass-covered lawns.

SEVENTH: No sign, signs or other forms of advertising of any nature shall be displayed on any lot in the Subdivisions except for usual address signs, and excepting for one (1) sign not to exceed four (4) feet in any dimension advertising the property for sale or rental, or advertising the name of builder during the course of bona fide construction on such lot.

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EIGHTH: The Declarant, for itself and its successors and assigns, hereby reserves the right to install required public utilities over, under and across the front, side or rear yard building restriction lines of each lot in the Subdivisions for a period of five (5) years from the date of original sale by Declarant of each such lot. In such case, Declarant, or its successors or assigns, after the making of such installation, shall immediately restore the surface of the lots affected by such installation to its condition prior thereto.

NINTH: All of the above restrictions shall run with and bind the land in said Subdivisions for a period of twenty-five (25) years from the 28th day of December, 1977, unless otherwise herein specified, and thereafter shall automatically be renewed for periods of ten (10) years unless by a vote of the majority of the lot owners, duly recorded in said land records, all or any are extinguished. The undersigned Declarant, as the present most interested part in maintaining the high quality development which by these covenants is sought to be insured for the land hereby restricted, hereby expressly reserves unto itself (so long as these restrictions are in effect), and to successors and assigns designated by it, the absolute, unqualified right to waive, alter, amend or add, from time to time, or at any time, either before or after the conveyance of a lot, such of the above restrictions as it may deem best, as to any one or more of the lots in said Subdivisions, which waiver or alteration shall be evidenced by the mutual written consent of Bruce M. Brownell (or his designated successors or assigns) and the then owner or owners of the land as to which some or all of said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded among the land

TENTH: Enforcement of the restrictions herein contained shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant hereof, which proceedings may be either to restrain such violation or to recover damages, or both; and such proceedings may be brought or prosecuted by Declarant, its successors or assigns, and/or by any person or persons owning any real property in the aforesaid Subdivisions.

ELEVENTH: Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions hereof; and in such event the remaining provisions of this instrument not so invalidated shall be and remain in full force and effect.

This instrument with certificate annexed,
admitted to record-Office of Circuit Court

Fairfax County, Va. AUG 2 1978 at 1:44 p.m.

Teste:

James E. Hagan Clerk