

MONROE WARREN et ux et als
to
DEDICATION

THIS AMENDED DEED OF DEDICATION, made this
27th day of June, 1940, by MONROE WARREN
and DOROTHY B. WARREN, his wife, joint

tenants, and S. MILTON SIMPSON and MARJORIE E. SIMPSON, his wife.

WITNESSETH: That,

WHEREAS, by deed of dedication dated May 20th, 1940, and recorded in Deed Book 500, at pages 382, et seq., of the land records of Arlington County, Virginia, the said parties hereto did dedicate as "SECTION FOUR, ARLINGTON FOREST", a certain tract or parcel of land situate in Arlington County, Virginia, in said deed of dedication more particularly described, to which reference is hereby made; and

WHEREAS, by deed of dedication dated June 24th, 1940, and admitted to record among the land records of Arlington County, Virginia, on June 27th, 1940, at 11:30 o'clock A. M., the said parties hereto, did dedicate as "SECTION FIVE, ARLINGTON FOREST", a certain tract or parcel of land situate in Arlington County, Virginia, in said deed of dedication more particularly described, to which reference is hereby made; and

WHEREAS, the said parties hereto, sole owners and proprietors of all of the lots embraced in the two said subdivisions, desire to amend the said deeds of dedication by the addition of the restrictions hereinafter set out:

NOW, THEREFORE, the said parties hereto do hereby covenant that all of the lots contained in the two subdivisions hereinbefore mentioned, dedicated as aforesaid, shall be subject to the following restrictions, which shall be construed as covenants running with the land, to-wit:

(a) All lots in the tract shall be known and described as residential lots, except Parcel A, Block 6, Section 5, which shall be known and designated as business. 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 2 cars. The parcel excepted herein may be used for business purposes and business structures for a shopping center.

(b) No building shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner

RECORDED BY
A. Williams
COMPAILED BY
M. Maycock
EMANATED TO
Ball &
McCarthy,
Court House,
Arl. Va.
9/10/40

or owners of a majority of the lots which are subject to the covenants herein set forth: provided, however, that if such committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required.

(c) No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 7 feet to any side lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5500 square feet or a width of less than 55 feet at the front building set back line, except that a residence may be erected or placed on Lots Nos. 14 and 16, Block 2, Section 4; Lot 7, Block 5, Section 5; Lots 2 to 8 inclusive, Block 6, Section 5; Arlington Forest, in accordance with building restrictions imposed by the County of Arlington, Virginia.

(e) No business or trade or noxious or offensive activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No persons of any race other than the Caucasian Race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(g) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(h) No dwelling costing less than \$3000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 650 square feet in the case of a one-story structure nor less than 450 square feet in the case of a one and one-half, two or two and one-half story structure.

(i) An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

(j) No building shall be located nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any Park or Parkway or edge of any open water course, except that clean fill may be placed nearer to the lot line, provided the natural water course is not altered or blocked by such fill.

(k) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(l) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or

persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(m) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the following signatures and seals:

- MONROE WARREN------(SEAL)
- DOROTHY B. WARREN------(SEAL)
- S. MILTON SIMPSON------(SEAL)
- MARJORIE E. SIMPSON------(SEAL)

DISTRICT OF COLUMBIA, to-wit:

I, FRANCIS E. MALCOLM, a Notary Public in and for the District of Columbia, whose commission will expire on the 15th day of September, 1943, do hereby certify that MONROE WARREN, DOROTHY B. WARREN, S. MILTON SIMPSON and MARJORIE E. SIMPSON, whose names are signed to the foregoing deed bearing date on the 27th day of June, 1940, have acknowledged the same before me in my District of Columbia aforesaid.

GIVEN under my hand and seal this 27th day of June, 1940.

S E A L

FRANCIS E. MALCOLM
Notary Public D. C.

VIRGINIA:

In the Clerk's office of the Circuit Court of Arlington County this deed was received, and with the annexed certificate admitted to record at 2:10 o'clock P. M. Jul. 12, 1940.

Teste;

C. BENJ. LAYCOCK, Clerk.

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After a careful examination and comparison
 of the within record with the original paper the
 accuracy of the same is hereby verified.
 This 5th day of July 1940
 By *C. Benj. Laycock*
 C. BENJ. LAYCOCK, Clerk
 Deputy Clerk

RECORDED BY *S. W. Stone*
COMPAًED BY Jeanné Davis
MAILED TO Ball and McCarthy, Court House, Arl., Va.
2/24/41

MONROE WARREN et ux et als
to
AMENDED DEED OF DEDICATION

THIS AMENDED DEED OF DEDICATION, made
this 25th day of November, 1940, by
MONROE WARREN and DOROTHY B. WARREN,
his wife, joint tenants, and S. MILTON SIMPSON and MARJORIE E. SIMPSON, his wife.

WITNESSETH: That,

WHEREAS, by deed of dedication dated the 18th day of October, 1940, (instrument number ⁵²¹⁻²⁴⁷ 9018), and admitted to record among the land records of Arlington County, Virginia, on November 5th, 1940, the said parties hereto did dedicate as "SECTION SIX, ARLINGTON FOREST", a certain tract or parcel of land situate in Arlington County, Virginia, in said deed of dedication more particularly described; to which reference is hereby made; and

WHEREAS, the said parties hereto, sole owners and proprietors of all of the lots embraced in the said subdivision, desire to amend the said deed of dedication above mentioned, by the addition of the restrictions hereinafter set out;

NOW, THEREFORE, the said parties hereto, do hereby covenant that all of the lots contained in the said subdivision hereinbefore mentioned, dedicated as afore-said, shall be subject to the following restrictions which shall be construed as covenants running with the land, to-wit:

- (a) All lots in the tract shall be known and described as residential

lots. 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 2 cars.

(b) No building shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth: provided, however, that if such committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required.

(c) No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 7 feet to any side lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5500 square feet or a width of less than 55 feet at the front building setback line, except that a residence may be erected or placed on Lots 1 to 8, both inclusive, in Block 9; Lot 1 and 19, in Block 11; Lots 1, 7, 8, 13, 14 and 18, in Block 12; Lots 5, 10, 26, 27, 28 and 34, in Block 13; Lot 13, in Block 15, and Lot 1, in Block 16, Section Six, Arlington Forest, in accordance with building restrictions imposed by the County of Arlington, Virginia.

(e) No business or trade or noxious or offensive activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No persons of any race other than the Caucasian Race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(g) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(h) No dwelling costing less than \$3000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 650 square feet in the case of a one-story structure nor less than 450 square feet in the case of a one and one-half, two or two and one-half story structure.

(i) An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

(j) No building shall be located nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any Park or Parkway or edge of any open water course, except that clean fill may be placed nearer to the lot line, provided the natural water course is not altered or blocked by such fill.

