

MEADOWBROOK, INC.
 to
 DEDICATION
 INC.

THIS AMENDED DEED OF DEDICATION, Made this
 11th day of October, 1939, by MEADOWBROOK,
 INC.

WITNESSETH: That,
 WHEREAS, by deed of dedication dated June 29th, 1939, and recorded in Deed Book 469, at pages 181, et seq., of the land records of Arlington County, Virginia, Meadowbrook, Inc., did dedicate as "SECTION ONE, 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 August 18th, 1939, and recorded in Deed Book 474, at pages 95, et seq., of the land records of Arlington County, Virginia, Meadowbrook, Inc., did dedicate as "SECTION TWO, 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 September 28th, 1939, and admitted to record among the land records of Arlington County, Virginia, on October 2nd, 1939, at 1:00 o'clock P. M., Meadowbrook, Inc., did dedicate as "SECTION THREE, ARLINGTON FOREST", a certain tract or parcel of land situate in Arlington County, Virginia, in

RECORDED BY
C. J. [Signature]
 COMPARED BY
 Isabel Moore
 MAILED TO
 Ball &
 McCarthy
 Courthouse
 Arl. Va.
 11/11/39

said deed of dedication more particularly described, to which reference is hereby made; and

WHEREAS, the said Meadowbrook, Inc., sole owner and proprietor of all of the lots embraced in the three said subdivisions, desires to amend the aforesaid deeds of dedication by the addition of the restrictions hereinafter set out.

NOW, THEREFORE, the said Meadowbrook, Inc., does hereby covenant that all of the lots contained in the three 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 6 to 12 inclusive, Section 1, which shall be known and designated as business 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. The lots excepted herein may be used for business purposes and business structures for a community shopping center or detached single family dwellings.
- (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, except that buildings on Lots 1 and 10 in Section 3, Arlington Forest Subdivision, may be located in accordance with building restrictions imposed by the County of Arlington, Virginia. 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 Nos. 1, 10, 17 and 18, in Section 3, Arlington Forest, in accordance with building restrictions imposed by the County of Arlington, Virginia.
- (e) 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.
- (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. This restriction insofar as it relates to buildings shall not apply to Lots 17, 18 and 19, in Section 3, Arlington Forest.

(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, 1969, 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.

IN WITNESS WHEREOF, Meadowbrook, Inc., has caused this deed to be executed in its name by Monroe Warren, its President, and its corporate seal hereto affixed and attested by D. B. Warren, its Secretary, on the day and date hereinbefore set forth.

CORPORATE SEAL

MEADOWBROOK, INC.,

ATTEST:

BY: MONROE WARREN
President.

D. B. WARREN
Secretary.

RECORDED BY
P. Lightner
 COMPARED BY
 Isabel Moore
 MAILED TO
 Ball &
 McCarthy
 Courthouse
 Arl. Va.
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MEADOWBROOK, INC.
 to
 NEIGHBORHOOD COMMITTEE

WE, the undersigned, being owners of a majority of the lots subject to covenants set forth in that certain amended deed of dedication, bearing date on the 11th day of October, 1939, and duly recorded among the land records of Arlington County, Virginia, said covenants applying to the subdivisions of SECTIONS ONE, TWO and THREE, ARLINGTON FOREST, in said County, do hereby appoint D. B. WARREN of Chevy Chase, Maryland, for a term of two years, T. G. LEE, of Washington, D. C., for a term of three years and MONROE WARREN of Chevy Chase, Maryland, for a term of four years, from and after date as the Neighborhood Committee for the purpose of controlling the external design and location of all buildings in the above mentioned sections of Arlington Forest Subdivision, and for other purposes hereinafter described:

POWERS AND DUTIES

Said Neighborhood Committee shall have the following powers wherever in the exercise of its discretion it may deem them necessary or advisable, provided that nothing herein contained shall be deemed to prevent any owner having the contractual right to do so, from enforcing any protective covenants in his own name.

FIRST: To approve or disapprove the external design of all buildings in the Subdivision for conformity and harmony with existing structures in the subdivision or, if there are no structures, to determine the architectural character of structures to be placed therein.

SECOND: To approve or disapprove the location of all buildings in the Subdivision with respect to existing topography or proposed finished ground elevations; and the location of all buildings with respect to property lines except as otherwise provided in either the recorded covenants or the recorded plat or both.

THIRD: To perform such other duties for the benefit of the several owners

of lots in the subdivision as may be authorized from time to time by vote of said lot owners as hereinafter provided.

FOURTH: The location of business structures with respect to property line of a residential lot shall be under the jurisdiction of the Neighborhood Committee.

INTERIM VACANCIES

A vacancy in the membership of the Committee, occurring for any reason whatsoever prior to expiration of terms of office, shall be filled for the unexpired term of the member so replaced by appointment of a person elected by a majority vote of the remaining members of the Committee, or, if less than two members of the Committee remain, by favorable vote of the owners of a majority of the lots in the subdivision.

TERM OF OFFICE

Upon expiration of the term of office of each member originally appointed and for successive terms thereafter, the vacancy shall be filled by appointment for a period of three years from the annual expiration date of one member who shall be elected by vote of the owners of a majority of the lots in the subdivision.

ANNUAL ELECTION

The annual election to select a member of the Committee shall be by vote of the owners of a majority of the lots in the subdivision at a meeting or by petition held at the discretion of said owners during the thirty days preceding the expiration date for the membership to be filled. Thereafter appointment shall be by the majority vote of the remaining members of the Committee.

MEMBERS SERVE UNTIL SUPERSEDED

All members of the Committee, previously appointed or elected, shall continue to serve with full powers and duties until reappointed or succeeded in the manner provided.

RIGHT TO VOTE

Each owner may cast votes at any election equal to the number of lots owned as set forth among the land records of Arlington County, Virginia.

BASIS FOR DECISIONS

The Committee may require contract plans and specifications for any proposed building or buildings coming under its jurisdiction together with plot plan, showing the location of said building or buildings together with any other pertinent data necessary to its determination to be submitted to it by the builder or owner or his or their authorized representative. Requests for approval shall be either written or printed and shall be accompanied by the necessary data.

WHAT CONSTITUTES NOTICE

A written or printed request or notice thereof, deposited in the United States Post Office, with postage thereon prepaid and addressed to the chairman of the Committee or to the respective owners at the last address of record, shall be deemed to be sufficient and proper notice for this purpose, or for any purpose of this contract, where requests or notices are required.

DECISIONS

Notice of decisions of the Committee shall be rendered in writing to the

