

1429

THIS DEED OF DEDICATION is hereby made and entered into

this 22nd day of MAY, 1969, by BUCK HALL PROPERTIES, INC., a Virginia Corporation and DANIEL K. MACKLIN and JAMES B. THORSEN, General Partners, trading as OCCOQUAN LAND INVESTMENT, a Limited Partnership, hereinafter known as Owners, and by this instrument set forth the following:

WHEREAS, BUCK HALL PROPERTIES, INC. and OCCOQUAN LAND INVESTMENT are the sole owners and proprietors of the hereinafter described parcels of land, situate in Occoquan Magisterial District, Prince William County, Virginia, and more particularly designated and described on the attached Schedule.

WHEREAS, it is the intention of the owners to subdivide the herein described property into lots and for that purpose has caused a plat of subdivision thereof to be prepared, with references to the known and permanent monuments which accurately describe all of the subdivision thereof, giving dimensions by length and breadth and courses of all streets and roadways therein, by B. Calvin Burns, Certified Land Surveyor, dated December 19, 1969, to be known as

OCCOQUAN FOREST, SECTION ONE (1), said plat meeting all the requirements of the Prince William County ordinances and the laws of the State of Virginia, and is attached hereto and made a part of this deed of dedication.

NOW, THEREFORE, the Owners do hereby subdivide the above described property into Lots One (1) to Twenty-four (24), both inclusive as shown on the attached plat of the Subdivision prepared by B. Calvin Burns, Certified Land Surveyor, dated December 19, 1968, known as the Subdivision of OCCOQUAN FOREST, SECTION ONE (1) and do dedicate to the public use as a street the property being contiguous on both sides of Route 770 and indicated on the plat attached as "dedicated to public use", reserving however unto themselves or assigns an easement for installation, maintenance

and repair of utilities to be made available to the adjoining property.

The above mentioned owners hereby reserve for the benefit of all of the lot owners of Occoquan Forest Subdivision the following easements and rights of ways:

- (a) A thirty (30) ft. easement of ingress and egress through Lots Two (2), Three (3), Fourteen (14), Fifteen (15) and Sixteen (16), leading from Route 770 to the water front on Occoquan Creek.
- (b) A twenty (20) ft. easement for a walkway through Lots Thirteen (13) and Fourteen (14).
- (c) A twenty (20) ft. easement for ingress and egress for the benefit of Lot Sixteen (16) through Lots One (1), Two (2) and Fifteen (15), leading from Lot Sixteen (16) to a thirty (30) ft. easement running to Route 770.
- (d) Lots Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-four (24) are subject to an easement to the Fairfax County Water Authority as shown on the attached plat.
- (e) A ten (10) foot easement for water lines through Lots Two (2), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Twenty-four (24) and including water hydrant on Lot Twenty-four (24).
- (f) The owners hereby reserve unto themselves, their agents, licensees, successors or assigns the exclusive right for easements for installation and maintenance of all utilities, including electric, telephone, TV antenna cable, sewer, water, and gas together with all necessary appurtenances through each and every lot in the subdivision. It being understood that such easement will be placed in such a position as to not unreasonably interfere with the use and enjoyment of the lots.

The foregoing subdivision is made with the free consent and in accordance with the desires of the undersigned owners and proprietors and in accordance with the statutes of Virginia in such cases made and provided and pursuant to the rules and ordinances governing such dedications by the proper authorities of Prince William County, Virginia.

The said Subdivision of OCCOQUAN FOREST, SECTION ONE (1) is hereby made subject to the agreements, reservations, restrictions

LUTZ & KAVALJIAN
ATTORNEYS AT LAW
ALEXANDRIA, VIRGINIA

and covenants hereby established and imposed upon all of the lots in said subdivision, which are to run with the title to the land and be binding upon all future owners of lots in the above described subdivision and are set forth as follows:

1. It is the intention of BUCK HALL PROPERTIES, INC. that a non-profit association to be called Occoquan Forest Association, hereinafter called Association, be formed to care for the roads, road easements, walkways, boundary fences of each lot as such fences bound a road right-of-way as shown on the plats of the Subdivision, the park and all open areas maintained for the general good of the development and vacant and unimproved lots in Occoquan Forest, whether such lots be owned by BUCK HALL PROPERTIES, INC. or not; to remove weeds and any unsightly or obnoxious thing therefrom and do any other thing and perform any labor necessary or desirable in the judgment of such non-profit Association to maintain the development in good repair and condition and to landscape the roadways in the platted land.

After 80% of the lots in Occoquan Forest have been sold by BUCK HALL PROPERTIES, INC. then the privileges, rights, powers, duties and authority of BUCK HALL PROPERTIES, INC. contained in these Reservations and Restrictive Covenants shall thereupon vest in the Association and thereafter such privileges, rights, powers, duties and authority shall be exercisable by the Association and thereafter wherever herein the term "Subdivider" is used it shall be taken to mean the Association.

All persons purchasing property in Occoquan Forest by acceptance of their deeds or execution of their purchase agreements to agree to become a member thereof immediately upon its formation or upon signing their respective agreements to purchase a lot, and further agree to contribute their pro-rata share of the funds necessary to the performance of its aforesaid functions. Membership Fee for each lot in the subdivision shall be paid annually and shall become a lien upon the applicable lot when the Purchaser is billed. Said Membership Fee shall be Seventy-Five Dollars (\$75.00) per annum unless increased by a majority of the property owners in the Association, each lot being entitled to one vote regardless of how title thereto may be held, but no such increase shall be made prior to vesting of full authority in the Association as described above.

2. No lot shall be used except for single family residential purpose other than lots designated by seller for business, multi-family or commercial use. This covenant shall not be construed to preclude the use of any land for a swimming pool, club houses, recreation purposes or keeping of household pets.

3. No building, structure, fence, sign or other improvements shall be placed or altered on any lot until the construction plans and specifications and site plans have been approved by the Architectural Control Committee, referred to in paragraph number 10, as to quality or workmanship, floor

plan and materials, and harmony of external design with existing and neighboring structures, as to location. Construction plans and specifications shall be submitted in duplicates to the Architectural Control Committee.

4. Upon approval of the plans and commencement of construction all work must be concluded in conformance with the approved plans within three hundred sixty-five calendar days from the date of approval by the Architectural Control Committee.
5. No lot, or any portion thereof, nor any buildings, including outbuildings, or structure, or any improvements, erected or permitted to remain thereon, shall be used in any manner as to constitute a nuisance, or used in any manner for any purpose so as to endanger the lives, health and comfort of, or unreasonably disturb the peace or quiet of an owner or occupant of adjoining property or the neighborhood.
6. No animals, chickens or other fowl, except household pets, shall be kept or maintained on any lot or any portion thereof, except with the written consent of the Architectural Control Committee.
7. Every tank for the storage of fuel installed outside any building in the subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Architectural Control Committee by fencing or shrubbery. Receptacles for ashes, trash, rubbish or garbage shall likewise be treated and shall not be visible from any street.
8. 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. No trailer, except a trailer housed or placed in a garage or similar structure shall be stored or placed upon any lot in the subdivision other than by builders during the course of construction.
9. All lots, improved or unimproved, shall be maintained in a neat and slightly manner at all times.
10. An Architectural Control Committee of two, composed of the Seller, their heirs or assigns and any competent agent appointed by them, shall determine the acceptability of the design of any plan or structure, which must be submitted before the erection of any building. Every cooperation and assistance will be given builders in suggesting changes in design where necessary.
11. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. 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 fifteen years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.
13. No trees over 10" (inches) in diameter shall be cut without permission of the Architectural Control Committee.
14. No firearms shall be discharged in Occoquan Forest.
15. No noxious, offensive or illegal activities shall be carried on on any lot, nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
16. No lot in Occoquan Forest may be subdivided except by the Developer.
17. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or any other Cause or Act of God must be rebuilt or all debris removed and lot restored to a slightly condition with reasonable promptness, provided however, that in no event shall such debris remain longer than six (6) months.
18. There shall be no use of outside T.V. antennas in Occoquan Forest Subdivision without written permission of Architectural Control Committee.
19. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages which may be prosecuted by any person or persons owning any property situate in said subdivision except that the parties of the first part reserves unto themselves or assigns the right to waive any and all of the above covenants as to any or all of the land included in said subdivision, such waiver to be in writing, acknowledged and recorded in the same manner as deeds among the land records.

Invalidation of one or more of these covenants or failure to enforce the same shall in no wise affect the enforceability of any other covenant or provision.

IN WITNESS WHEREOF, BUCK HALL PROPERTIES, INC. has caused this deed of dedication to be signed by its President and its corporate seal to be hereto affixed and attested by its secretary, pursuant to due and proper authority.

LUTZ & KAVAJIAN
ATTORNEYS AT LAW
ALEXANDRIA, VIRGINIA

Attest:

[Signature]
Secretary
(seal)

BUCK HALL PROPERTIES, INC.

By: *[Signature]*

President

SEAL
BUCK HALL PROPERTIES, INC.
ALEXANDRIA, VIRGINIA