

RECORDED BY

James B. G.

COMPARED BY

W. P. Handy

MAILED TO

W. P. Handy

C. W. V.

3/12/37

 PARMELEE, INCORPORATED et als.

to

DEDICATION

THIS DEED OF DEDICATION made

this 1st day of October, 1936,

by and between PARMELEE,

INCORPORATED (formerly ROBERT E. HEATER ASSOCIATES, INCORPORATED), a Corporation organized and doing business under the laws of the State of Virginia, party of the first part; and the NATIONAL SAVINGS AND TRUST COMPANY, a corporation as Trustee, and THOMAS H. PICKFORD, unmarried, parties of the second part: -

WITNESSETH, that

WHEREAS, the said party of the first part is the owner of the hereinafter described parcel of land; having acquired the same by deed from Thomas H. Pickford, unmarried, dated July 15th, 1936 and recorded in Deed Book No. 393 at page 248 of the land records of Arlington County, Virginia, said party of the first part, by amendment to its charter on August 31st, 1936, having changed its name from Robert E. Heater Associates, Incorporated, to Parmelee, Incorporated; and

WHEREAS the National Savings and Trust Company, a corporation is Trustee under a certain deed of trust dated July 15th, 1936, and recorded in Deed Book No. 393 at page 254, of the land records of said county, securing the sum of ONE HUNDRED SEVENTY-THREE THOUSAND, FOUR HUNDRED SEVENTY-EIGHT and NO/100 DOLLARS (\$173,478.00) to the said THOMAS H. PICKFORD, on a parcel of land, of which the hereinafter described property is a part; and

WHEREAS, the said party of the first part hereto desires to subdivide the hereinafter described parcel of land, and the said parties of the second part hereto do hereby join in this deed of dedication for the purpose of consenting to the subdivision thereof.

NOW, THEREFORE, the said party of the first part does hereby subdivide the hereinafter described parcel of land located in Arlington County, Virginia, and more particularly described by metes and bounds as follows:

BEGINNING at a stone marking the extreme Northeast corner of the entire Henderson Tract, said stone being set at an angle in North Henderson Road; thence with the East line of the entire Henderson Tract, S. 13 deg. 34' 30" W. 1,441.97 feet to a stone set at an angle in the said East line; thence continuing with the East line of the entire Henderson Tract, S. 12 deg. 53' 30" W. 745.64 feet to an iron pipe set at the intersection of the said East line with the Northerly right of way line of the Lee Boulevard; thence with said line, S. 72 deg. 13' W. 732.67 feet to a concrete highway marker set at the beginning of a curve; thence continuing with said line, and curving to the right with a radius of 1,810 feet for a distance of 494.22 feet measured along arc of said curve to a concrete highway marker set at the end of said curve; thence continuing with said line, S. 87 deg. 53' W. 769.03 feet to an axle bar at the intersection of said line with the Easterly line of Lubber Run Park Reservation; thence with the said Easterly line as follows: N. 13 deg. 57' 20" E. 364.85 feet to an iron pipe; thence N. 26 deg. 44' 30" E. 53.97 feet to an iron pipe; thence N. 45 deg. 12' 10" E. 226.23 feet to an iron pipe; thence N. 46 deg. 15' 40" E. 272.67 feet to an iron pipe; thence N. 48 deg. 57' 50" E. 340.42 feet to an iron pipe; thence N. 18 deg. 05' 40" E. 419.16 feet to an iron pipe; thence N. 29 deg. 45' 20" E. 313.06 feet to an iron pipe; thence N. 11 deg. 06' 40" E. 307.16 feet to an iron pipe; thence N. 41 deg. 47' 40" E. 159.32 feet to an iron pipe; thence N. 4 deg. 54' 30" W. 38.57 feet to an iron pipe set at the extreme Southwest corner of the H. H. Porter Property;

thence with Porter's South line, S. 75 deg. 25' 40" E. 551.75 feet to an iron pipe set at the extreme Southeast corner of the H. H. Porter Property; thence with Porter's East line, N. 7 deg. 19' 41" E. along the chord of a curve with a radius of 4,583.75 feet for a distance measured along the chord of said curve of 358.18 feet to an iron pipe at the extreme Northeast corner of the H. H. Porter Tract; thence with Porter's North line, N. 84 deg. 54' 40" W. 118.07 feet to an iron pipe set at an angle in said line; thence continuing with said line, N. 88 deg. 35' 40" W. 523.36 feet to an iron pipe in the Easterly line of the Lubber Run Park Reservation; thence with said line, N. 11 deg. 01' 3" E. 151.57 feet to an iron pipe in the North line of the entire Henderson Tract; thence with said line, N. 83 deg. 41' 20" E. 469.90 feet to an iron pipe set at an angle in said line; thence continuing with the said North line of the entire Henderson Tract, S. 84 deg. 54' 40" E. 851.08 feet to the point of beginning; containing 75.501 acres of land.

The said subdivision which is known as "PARMELEE SECTION ONE" as appears on the plat hereto attached, with the certificate of Lincoln Mackey, Certified Surveyor, is made with the free consent and in accordance with the desire of the said parties of the first and second parts hereto, and the streets as shown on the said plat are hereby designated as public streets.

This property is subject to the following restrictions:

FIRST: Said subdivision, designated Section 1, Parmelee, excepting the unplatted area north of Third Street, North, shall be used exclusively for residential purposes and not for any purpose of business or trade, and each building erected thereon shall be a wholly detached dwelling, with two side yards and private garage, for use by a single family, and only one such wholly detached dwelling, and private garage for the owner's use, shall be erected on any lot; and no building shall be erected, altered, repaired, or used for any other use or purpose; provided, however, that Parmelee, Incorporated, may designate and set aside all or such part of the aforesaid unplatted area north of Third Street, North, as it may deem necessary or advisable for business purposes, to serve, and for the benefit and convenience of, the residents of said subdivision after securing the approval of the Zoning Commission for Arlington County, Virginia, and the balance, if any, of said area may be set aside, designated and used at the discretion of Parmelee, Incorporated, and with the consent of the aforesaid Zoning Commission for suburban apartments and/or community purposes.

SECOND: No lot or plot shall be re-subdivided into smaller parcels than shown on the duly recorded subdivision plat, prepared and certified by Lincoln Mackey, Engineer, except that an inside lot or plot may be divided and sold to the owners of the adjoining lots or plots on either side thereof, and further provided, that no structures, temporary or permanent, shall be erected on such parcels or portions of lots or plots, but only on a whole building site composed of such parcel or portion of lot so sold together with the adjoining lot as indicated on said recorded plat.

THIRD: No improvements of any kind or character shall be made or erected on any lot or plot, and none begun, nor shall any change be made in the exterior design or location thereof after actual construction has begun, unless and until complete plans and specifications therefor, showing in detail the design and materials proposed to be used in the construction thereof, and a plot plan showing the entire lot or building site with the proposed location of the dwelling, garage, service yard, driveway, grading, landscaping and the like, indicated thereon, shall have been submitted to and approved

in writing by Parmelee, Incorporated, owners and developers; provided, however, that from and after January 1, 1938, the lot owners in the aforesaid Section 1, may, by a majority vote, each lot owner having one vote for each lot owned, elect a committee for the purpose of passing on such plans and specifications, and when and if such a committee is so elected and organized, then it shall thereafter have all the powers and privileges and assume the duties hereinbefore granted to and assumed by Parmelee, Incorporated, in respect to the aforesaid plans and specifications. And Parmelee, Incorporated, and/or said committee shall have the right to refuse to approve any such plans or specifications, which are not suitable or desirable, in its opinion, for esthetic or other reasons; and in passing upon such plans and specifications, it shall, in each instance, take into consideration, among other things, the suitability for the purpose intended of the proposed construction, improvement, or alteration, together with the materials or things of which it is proposed to be built or composed; its relation to the site upon which it is proposed to erect or maintain the same; the harmony thereof with its surroundings; and its effect on the outlook from adjacent or neighboring property. In the event, however, Parmelee, Incorporated, or said committee fails, within a reasonable time, to approve or disapprove such plans, specifications, design or location so submitted to it for approval, then such approval will not be required provided the cost of said dwelling is not less than eight thousand dollars (\$8,000.00) and conforms in all other ways to the restrictions imposed by these covenants and restrictions and conforms in a reasonable manner to those structures existing with said subdivision.

FOURTH: No building or part thereof, other than uncovered steps or cornices, pilasters, bases and water tables shall be erected closer to the street than the building line established by the Arlington County Zoning Board and no building or part thereof shall be erected nearer than eight (8) feet to any side line; provided, however, that in the event the shape or topography of any lot makes it impractical to conform to the aforesaid eight foot side-line restriction, then and in every such case, the eight foot side-line restriction may be waived with the written consent of Parmelee, Incorporated, or by said committee, provided for in the preceding paragraph hereof; and provided further, that a one or two car private garage located on the rear one-fourth of any lot shall be excepted from said eight foot side-line provision and such garage may be erected not nearer than three (3) feet to any side line and not nearer than three (3) feet to any rear lot line. Any garage attached to the main dwelling by a roofed entrance or passageway shall be considered a part of the main dwelling, and all garages must conform to the main dwelling in design, structural materials, finish and proportionate cost.

FIFTH: No rubbish, debris, garbage, refuse, tall grass, weeds, underbrush, unkept shrubbery, or other unsightly, obnoxious, or unsanitary condition, and no offensive practice or activity such as may tend to endanger the health, or reasonably disturb, or interfere with, embarrass, annoy, or inconvenience other residents of said subdivision, whether owners or tenants, or disturb their quiet and peaceful enjoyment and occupancy of their homes and property, shall be carried on, maintained, or allowed to exist, within said subdivision; and this covenant shall strictly prohibit such

nuisances as stables, pig pens, temporary sheds and buildings, high fences and billboards, excepting as hereinafter provided, fuel tanks above ground, saloons, taverns, night clubs, or other places of commercial amusement or entertainment, or any similar structures or devices; and no chickens, hogs, cows, horses, goats, or other livestock, or animals, excepting only house pets, shall be allowed to be installed, exist, occupy, remain, or be maintained or harbored within said subdivision.

SIXTH: No heating apparatus in or for any building to be erected on said lots shall be fired or operated with anything other than smoke-free fuel, unless such heating apparatus be equipped, maintained and operated with adequate smoke eliminating devices.

SEVENTH: No accessory building or out house of any kind shall be erected or maintained on any lot or plot prior to the erection of the main dwelling thereon, and no garage, or other out building erected on said lot or plot, shall at any time be used for residential purposes, provided, however, that living accommodations for the sole use of domestic servants employed by the owner thereof may be established and maintained above any private garage approved and constructed as hereinbefore provided.

EIGHTH: No lot or plot nor any part thereof, nor any interest therein, shall be given, rented, leased, sold, demised, transferred, conveyed, or otherwise disposed of to, or for, or in trust for, the use of any person or persons of any race other than those for which the subdivision was originally intended, and Parmelee, Incorporated, owners and developers of said subdivision, do hereby state, declare and place on public record, that the subdivision as originally intended was and is for the sole use of the white or Caucasian race only, and that the use, or ownership of any part of said subdivision by any negro, or colored person, or any person or persons of negro blood, extraction, or origin, is not a part of its intention, and the use or ownership of any part or parcel of land in said subdivision by any person or persons of such race or origin, shall be strictly prohibited, except that this covenant shall not prevent the partial occupancy by such race as bona-fide domestic servant or servants of an owner or tenant.

NINTH: No bill boards, signs or other advertising media shall be erected or maintained within said subdivision; provided, however, that property owners desiring to sell or lease their property may place, or cause, or allow to be placed thereon a single "for rent" or "for sale" sign, containing no more than six square feet, and provided further, that such signs or other advertising media as Parmelee, Incorporated, may deem necessary or advisable for publicity and advertising purposes during the development and sale of the property in said subdivision, may be installed and maintained and such signs and advertising media, other than those containing six or less square feet, shall be promptly removed from the property upon the completion of the development and the sale thereof.

TENTH: Easements and rights of way, for the following purposes, are hereby expressly reserved by Parmelee, Incorporated, in, upon, across, over or under the rear three feet by the full width thereof or any lot or plot, likewise three feet in width on each sideline by the full depth thereof of any lot or plot, also in, upon, across, over or under the strips of land, if any, indicated on the plat of said subdivision as rights of way, streets, and other reservations for public use, for the erection, construction, maintenance of poles, wires, conduits and the necessary or proper attachments in connection therewith, for the transmission of electricity for light and power and for telephone and other purposes;

for the construction and maintenance of storm water drains, public and private sewers, pipe lines for supplying gas and water, and for any other public or quasi-public utility or function, and the said Parmelee, Incorporated, also reserves the right to enter, and to permit others to enter, any of said property for any of the purposes for which said easements and rights of way are hereby reserved.

ELEVENTH: These covenants and restrictions shall run with the land and be binding on all parties, and on all parties claiming under them, until January 1, 1961, at which time said covenants and restrictions shall terminate, except the Covenant herein designated as "EIGHTH", which covenant shall be perpetual; provided, however, that at any time two-thirds majority of the owners of the lots or tracts which have been sold in the aforesaid Section 1, Parmelee, may abrogate and abolish, amend, or extend all or any one or more of the covenants herein contained, with the exception of the covenant designated as "EIGHTH", by first securing the consent in writing of Parmelee, Incorporated, and then by duly recording such abrogation, amendment, or extension, properly certified, in the office of the County Clerk, of Arlington County, State of Virginia.

TWELFTH: If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained prior to January 1, 1961, or before the date to which they may have been extended or the date abrogated or abolished, as hereinbefore provided, it shall be lawful for Parmelee, Incorporated, or any other person or persons owning lots or plots in said Section 1, Parmelee, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing and/or to recover damages or other dues or payments for such violations.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name to be signed hereto by its President, and its corporate seal to be hereunto affixed attested by its Secretary; and the said National Savings and Trust Company, a corporation, as Trustee, has caused its corporate name to be signed hereto by its President, and its corporate seal to be hereunto affixed, attested by its Secretary; and witness the following signature and seal of the said Thomas H. Pickford.

Corporate Seal
ATTEST:
FRED E. PFEIFFER
Secretary.

PARMELEE, INCORPORATED
BY:
WM. R. PARMELE
President.

W NATIONAL SAVINGS AND TRUST COMPANY
L as Trustee

BY:

H. PRESCOTT GATLEY
President.

Corporate Seal

ATTEST:

E. PERCIVAL WILSON
Secretary.

THOMAS H. PICKFORD ----- (SEAL)

DISTRICT OF COLUMBIA, to-wit:

I, ALICE G. HIRSCH, a Notary Public, in and for the District of Columbia aforesaid, whose commission expires on the 2nd day of December, 1940, do hereby certify that WM. R. PARMELE, whose name as President of PARMELEE, INCORPORATED, is signed to the foregoing deed, bearing date on the 1st day of October, 1936, personally appeared before me this day in my district aforesaid, and in the name and on behalf of said corporation acknowledged the said writing as the act and deed of the said corporation, and that the seal affixed to the said writing is the true corporate seal of the said corporation, and that it has been affixed thereto by due authority and direction of the Board of Directors of said corporation.

GIVEN under my hand and seal this 1st day of October, 1936.

ALICE G. HIRSCH

NOTARY PUBLIC.

S E A L

DISTRICT OF COLUMBIA, to-wit:

I, ALICE F. GRAY, a Notary Public, in and for the District of Columbia aforesaid, whose commission expires on the 3rd day of October, 1938, do hereby certify that H. PRESCOTT GATLEY, whose name as President of NATIONAL SAVINGS AND

TRUST COMPANY, a corporation, is signed to the foregoing deed, bearing date on the 1st day of October, 1936, personally appeared before me this day in my district aforesaid, and in the name and on behalf of said corporation acknowledged the said writing as the act and deed of the said corporation, as Trustee, and that the seal affixed to the said writing is the true corporate seal of the said corporation, and that it has been affixed thereto by due authority and direction of the Board of Directors of said corporation.

GIVEN under my hand and seal this 2nd day of October, 1936.

ALICE F. GRAY
Notary Public.

S E A L

DISTRICT OF COLUMBIA, to-wit:

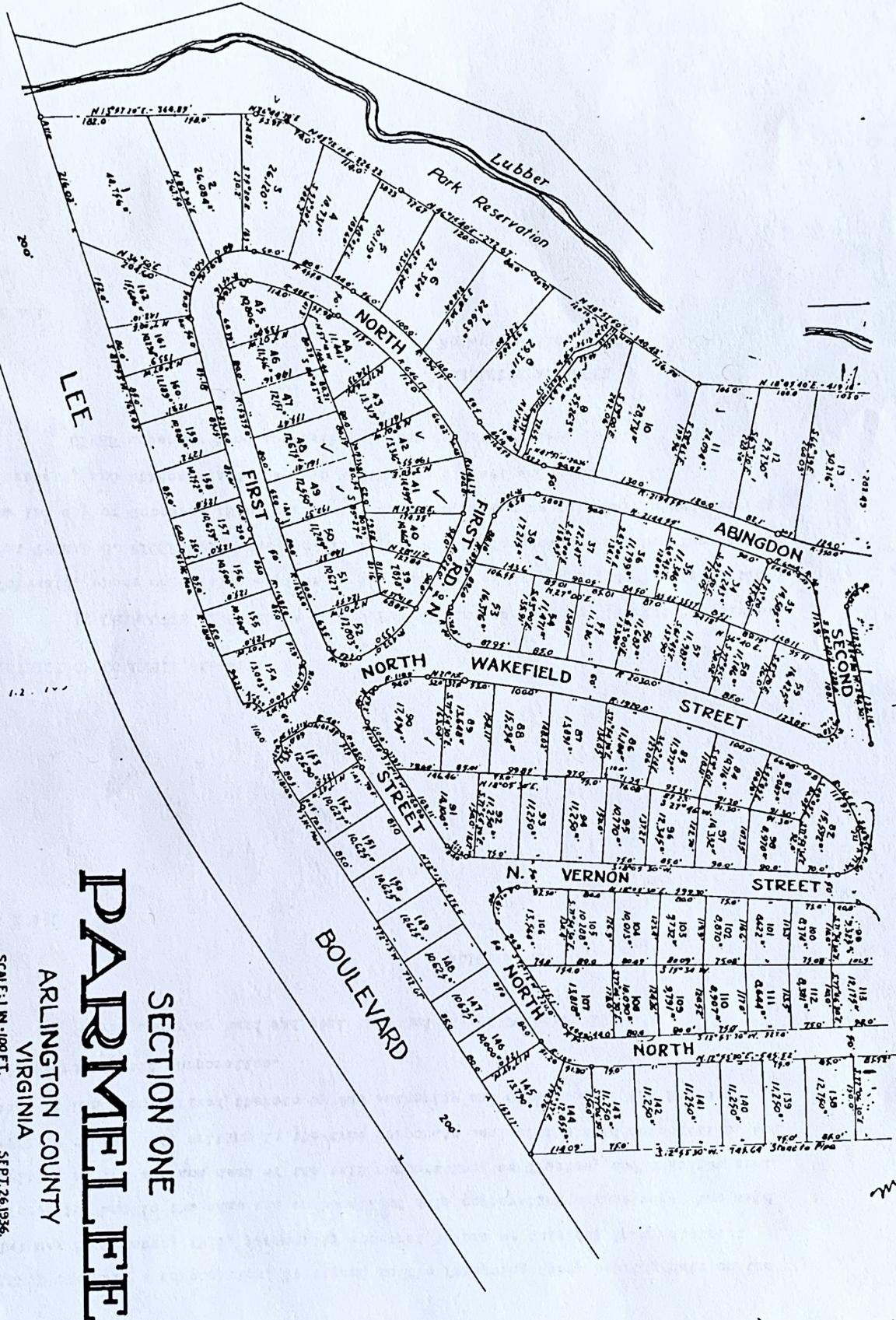
I, CHARLOTTE A. ENGEL, a Notary Public, in and for the District of Columbia aforesaid, whose commission expires on the 16th day of May, 1937, do hereby certify that THOMAS H. PICKFORD, whose name is signed to the foregoing deed, bearing date on the 1st day of October, 1936, personally appeared before me this day in my district aforesaid, and acknowledged the said writing as his act and deed.

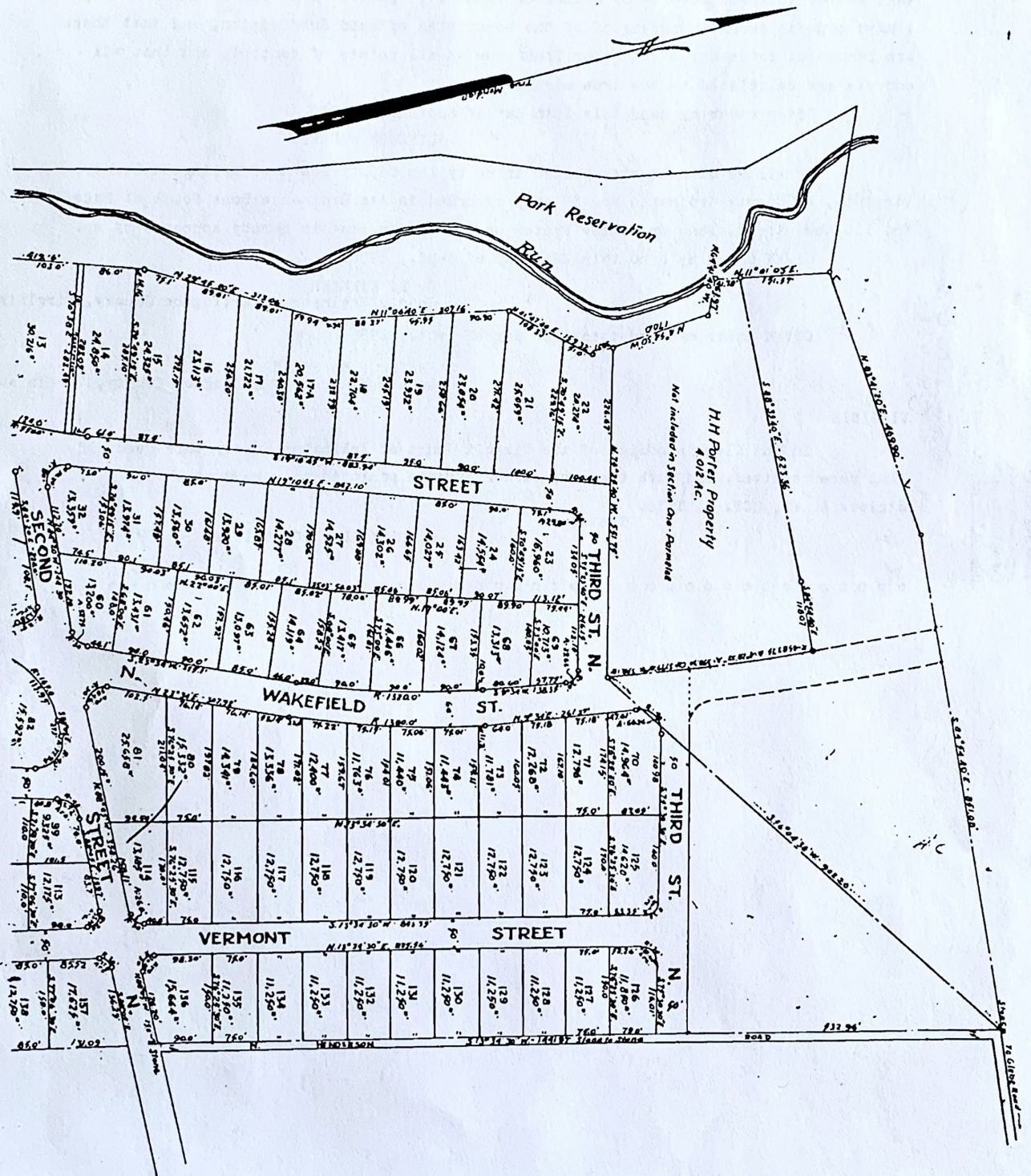
GIVEN under my hand and seal this 1st day of October, 1936.

CHARLOTTE A. ENGEL
Notary Public, D. C.

S E A L

NOTES:
Distances on curves are the chord distances.
Unless otherwise noted
two pipe shown 10:3:0





I, LINCOLN MACKEY, a duly authorized Surveyor in the state of Virginia, do hereby certify that the land embraced in the above named subdivision is now in the name of Robert E. Heater Associates Incorporated, and was acquired by the said Corporation from Thomas H. Pickford by deed dated July 15th, 1936, and recorded in Deed Book 393 at Page 248 of the land records of Arlington County, Virginia. I hereby further certify that I have made an accurate survey of of the boundaries of said Subdivision, and that there are permanent monuments of stone or iron pipe at all points of control, and that all courses are calculated to the true meridian.

LINCOLN MACKEY.

GIVEN under my hand this 28th day of Sept., 1936.

GIVEN under my hand this 29th day of Sept., 1936.

VIRGINIA

Teste;

C. BENJ. LAYCOCK, Clerk.

[illegible]