

## **DECLARATIONS**

Deed Book: 571  
Page: 680  
Dated: November 16, 1970  
Recorded: January 15, 1971

## OCOCOQUAN FOREST, SECTION II

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 16th day of November, 1970, by GROWTH LAND, INC., and ELSA M. GOLDSMITH, widow, hereinafter referred to as Declarants;

WITNESSETH :

WHEREAS, Declarants are the owners of certain property in Occoquan Magisterial District in the County of Prince William, State of Virginia, known as Section 2, Occoquan Forest Subdivision, as the same is duly dedicated, platted and recorded by instrument of even date herewith recorded on January 15, 1971, as Clerk's Instrument No. 415; and

WHEREAS, Declarants intend to convey said property subject to certain protective covenants, conditions and restrictions, and reservations as hereinafter set forth;

NOW, THEREFORE, Declarants hereby declare that the property in said Section 2, Occoquan Forest Subdivision, shall hereafter be held, sold and conveyed subject to the provisions of this Declaration and subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These easements, covenants, restrictions, and conditions shall run with the land and shall be binding on, and inure to the benefit of, all parties having or acquiring any right, title or interest in the said property or any part thereof.

### ARTICLE I

#### DEFINITIONS

Section 1. "Association" shall mean and refer to the Occoquan Forest Owners Association, corporation duly organized and existing under the laws of the State of Virginia, its successors and assigns.

Section 2. "Properties" shall mean and refer to such real property as shall be subjected to this Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all property and all interests in real property, including common easements and rights-of-way, owned by the Association for the common use and enjoyment of

members of the Association. Said "Common Areas" in Section 2, Occoquan Forest are shown and designated as "Parcel C" on the plat attached to the deed of dedication thereof duly recorded prior hereto.

Section 4. "Lot" shall mean and refer to any numbered plot of land intended for use as a residence shown upon any recorded subdivision map of the Properties subject to this Declaration.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee-simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation nor trustees under any instrument securing an obligation.

Section 7. "Declarant" shall mean and refer to GROWTH LAND, INC., and to ELSA M. GOLDSMITH, and to their respective heirs successor and assigns acquiring more than one undeveloped lot from Declarant for the purpose of development.

Section 8. "Facilities" shall mean and refer to recreation facilities and all other facilities and improvements erected or to be erected on the Common Areas.

## ARTICLE II

### MEMBERSHIP

Every person or entity who is or becomes a record owner of a fee or undivided fee interest in any Lot which is subjected to this Declaration, including contract sellers, shall be entitled to become a member of the Association. The foregoing does not intend to include persons or entities who hold an interest merely as security for the performance of an obligation, nor trustees under any instrument securing such an obligation. No Lot shall represent more than one membership.

## ARTICLE III

### TITLE TO COMMON AREAS

Declarants hereby covenant for themselves, their heirs, successor and assigns, that they will convey to the Association fee simple title to the land and to the easements and rights-of-way constituting the Common Areas in Section 2, Occoquan Forest, free and clear of all encumbrances and liens.

## ARTICLE IV

### PARTY WALLS OR FENCES

Section 1. General Rules of Law to Apply. Any wall or fence which is built on the dividing line between the Lots shall constitute a Party Wall or Fence, and, to the extent not inconsistent with the

provisions of this Article, the rules of law regarding party walls and fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The provisions of this Article shall not apply in any case in which the Owners of the Lots adjoining the Party Wall or Fence execute a written agreement covering, in part or in whole, the matters treated in this Article, duly acknowledge the said agreement before a notary public, and record the same in the land records of Prince William County, Virginia.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall or Fence shall be shared by the Owners who make use of the Wall or Fence in proportion to such use.

Section 3. Destruction by Fire and Other Casualty. If a Party Wall or Fence is destroyed or damaged by fire or other casualty, any Owner who has used the Wall or Fence may restore it, and if the other Owners thereafter make use of the Wall or Fence they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the Party Wall or Fence to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall inure to the benefit of and shall be binding upon the respective Owners thereof, their heirs and assigns.

Section 6. Arbitration. In the event of any dispute arising concerning a Party Wall or Fence or under the provisions of this Article, each party shall choose one Arbitrator, and such Arbitrators shall choose one additional Arbitrator, and the decision of a majority of the Arbitrators shall be binding on all parties.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, tank, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to workmanship, materials, harmony of external design and location in relation to surrounding structures and topography and all other reasonable factors which affect the desirability or suitability of the construction or alteration, by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove, in writing, such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the requirement therefore will be deemed to have been fully complied

with. Following approval or the expiration of the said thirty (30) days period, all work must be completed in conformance with the approved, or deemed to have been approved, plans within three hundred sixty-five (365) calendar days therefrom. The same procedure for submitting requests, obtaining or granting approval from the Architectural Control Committee will be employed when such approval is required elsewhere in this document. The provisions of this Article, however, shall not be applicable to Declarant.

## ARTICLE VI

### EXTERIOR MAINTENANCE

Each Owner shall maintain his Lot and premises and every part thereof in good repair and condition and shall maintain the same fully protected from the elements to the satisfaction of the Architectural Control Committee of the Association or the Board of Directors of the Association.

If the Owner shall fail to maintain or keep his premises and the improvements therein in good repair and good condition, then the Association shall have the right, subject to the provisions hereinafter set forth, to provide Exterior Maintenance upon each Lot or Lots as follows: Paint, repair, replace and care for roof, gutters, downspouts, exterior building surfaces, fences, trees, shrubs, grass, walks, and any other exterior improvements required.

The Association shall only be permitted to perform repairs and maintenance under this Article when and if the Owner has failed to commence said repairs and maintenance within twenty (20) days after written notice is given by the Association to the Owner of the said Lot or Lots in question. Said notice to the Owner of the said Lot or Lots in question shall state the deficiencies, the intended repairs or maintenance to be done, and the estimated cost of these repairs and maintenance.

The cost of such maintenance or repairs by the Association shall be charged and billed to the record Owner of said Lot or Lots at the time the notice is given, and shall be collectable from such owner in the manner of any other indebtedness. In the event that legal action is required for the collection of such costs, the Owner liable for such costs shall also pay all costs of collection, including reasonable attorneys fees.

Each Owner shall permit the Association's officers, directors, agents and employees to enter upon the Owner's premises, at reasonable times and upon reasonable notice, to maintain the Common Areas and to repair, replace, and otherwise maintain, if the Owner has refused or neglected so to do, exterior building surfaces, roofs, gutters, downspouts, trees, shrubs, grass, walks, fences, and other exterior improvements.

## ARTICLE VII

### USE RESTRICTIONS

Section 1. Lot Use. No portion of the Properties shall be used except for single family residential purposes and for purposes incidental or accessory thereto; provided, however, this prohibition shall not apply to Lots designated by Declarant for business, commercial and for multi-family or other use; and provided, further, the Properties may be used by a professional man as defined by the County Code on such terms as may be permitted from time to time by the Board of Directors. This restriction shall not be construed to prevent the use of any land for a swimming pool, club houses, recreation purposes, or the

keeping of household pets; nor shall it be construed to prevent Declarant from using any land for sales, service, maintenance, construction or other purposes.

Section 2. Quiet Enjoyment. No noxious, dangerous, illegal, unreasonable disturbing or offensive activities shall be carried on upon the Properties, nor shall anything be done or structure erected or maintained which may be or become a nuisance or annoyance to the neighborhood.

Section 3. Miscellaneous Restrictions.

(a) No exterior clothesline or hanging device, except that of an umbrella-type nature with a diameter not exceeding eight (8) feet, shall be allowed to be used upon any Lot.

(b) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept provided they are not raised, bred or kept for any commercial purposes, unless the Architectural Control Committee grants its prior consent in writing.

(c) No sign of any kind shall be displayed to the public view on any property except (a) one professional sign of not more than one square foot, or (b) one sign of not more than five square feet advertising the property during sales or lease period.

(d) No fence, wall, tree, hedge, shrub or planting, shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

(e) Tanks for the storage of fuel or other uses shall be buried below the surface of the ground or, in the alternative, be screened by fencing or shrubbery in a manner approved by the Architectural Control Committee. Receptacles for trash, garbage, rubbish, ashes, and other waste shall not be visible from any street, and screening therefor must be approved by the Architectural Control Committee.

(f) 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.

(g) All Lots, whether improved or unimproved, shall be maintained in a neat and sightly manner at all times.

(h) No live trees having trunks larger than ten (10) inches in diameter shall be cut without permission of the Architectural Control Committee.

(i) No fire arms shall be discharged out-of-doors in Occoquan Forest.

(j) No Lot in Occoquan Forest shall be subdivided except by the Declarant.

(k) 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

sightly condition, with reasonable promptness; provided, however, that in no event shall debris remain on the Lot longer than six (6) months.

(l) No property shall be used or maintained as a dumping ground for rubbish.

(m) No individual sewage disposal system shall be permitted on any property except when such service from any property sewage disposal company is not available at the time permanent construction or improvements on the Lot commenced.

(n) No individual water supply system shall be permitted on any property.

(o) No boat, cradle, trailer, camper top, or the like shall be parked in streets for more than fifteen consecutive days nor more than a total of thirty days in anyone year. Owners who park such objects in driveways or yards should make every effort to place them in the least visible location.

(p) No outside antenna, television antenna or satellite dish shall be erected, maintained, or used without the prior written consent of the Architectural Control Committee.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of fifteen (15) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless this Declaration is amended as hereinafter provided in this Article.

Section 2. Amendment. At any time within fifteen (15) years from the date hereof, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than ninety percent (90%) of each class of Members. They may be amended thereafter by an instrument signed by not less than seventy-five percent (75%) of the Members. Written notice of any proposed amendment shall be sent to every Owner at least sixty (60) days in advance of any action taken.

Section 3. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to endorse any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Notice. Any notice required to be sent to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first class postage prepaid, to the last address known to the Association of the person who appears on the Association's records as Owner at the time of such mailing, or to the address shown in the tax records of any governmental taxing authority having jurisdiction over the Lot in question.

10056

**OCOQUAN FOREST, SECTION III**

**DEED OF DEDICATION**

THIS DEED OF DEDICATION made and entered into this 10th day of July, 1973, by GROWTH-LAND, INC., a Virginia corporation,

**WITNESSETH:**

WHEREAS, Growth-Land, Inc., is the sole owner of the hereafter described tract of land, having acquired its interest therein by two certain deeds namely, one from Occoquan Land Investments, a limited partnership, dated October 18, 1969, and recorded May 22, 1970 in Deed Book 545, at page 330, among the land records of Prince William County, Virginia, and the other from the Trustees of the Faith Lutheran Church of Arlington County, Virginia, dated September 6, 1972, and recorded October 5, 1972, in Deed 653, at page 285, among said County's land records; and

WHEREAS, it is the desire of Growth Land, Inc., that the hereafter described property be subdivided into lots and that easements and uses be created and streets, roads and ways be dedicated to public use in accordance with and all as shown on the plat prepared by Edward W. Dove, C.L.S., dated March 28, 1972, a copy of which plat is attached hereto and made a part hereof.

Now, THEREFORE, Growth-Land, Inc., does hereby subdivide into lots and streets to be known as SECTION 3, Occoquan Forest, all in the manner shown on that certain plat prepared by Edward W. Dove, C.L.S., dated March 28, 1972, and entitled "Section Three, Occoquan Forest", a copy of which is attached hereto and made a part hereof, that certain tract or parcel of land situate, lying and being in Prince William County, Virginia, and more particularly described as follow:

Beginning at a point on the northerly end of a curve at the northwest corner of lot 67 Occoquan Forest Section 2, said point being on the easterly right-of-way of Occoquan Forest Drive: departing lot 67 and crossing said Occoquan Forest Drive and continuing with the northerly line of lot 50, section 2, the following courses and distances: S 81 degrees 55' 14" W 75.18 ft. to a point; thence 181.28 ft. along the arc of a curve to the left having a radius of 425 ft., a chord bearing S 69 degree 42' 05" W 179.90 ft. to a point; thence with the rear lines of lots 50 through 44, the following courses and distances: S 32 degree 31' 04" E 132.02 Ft.; S 30 degree 00' 18" W 245.94 ft. to a point; thence S 84 degree 30' 48" W 386.85 ft. to a point in the easterly line of Occoquan Reservoir; thence with Occoquan Reservoir the following courses and distances: N 14 degree 29' 00" N 193.45 ft.; N 19 degree 40' 30" N 285.48 ft.; N 42 degree 32' 00" E 115.49 ft.; N 63 degree 11' 56" E 102.53 ft.; N 80 degree 17' 00" E. 157.22 ft.; N 64 degree 47' 00" E. 228.37 ft.; S 82 degree 54' 00" E 128.69 ft.; N 65 degree 51' 00" E 145.97 ft.; S 75 degree 00' 00" E 144.43 ft.; S 34 degree 55' 50" E 336.81 ft. to a point in the northerly corner of Parcel C, Section 2; thence departing Occoquan Reservoir and running with the northerly line of said parcel C S 32 degree 29' 33" 212.84 ft.; thence S 59 degree 55' 53" W 219.55 ft. to a point in the easterly lines of lot 68 Section 2; thence departing Parcel C and running with the rear lines of lot 68 and 67. the following courses and distances: N 46 degree 09' 03" W 131 ft.; N 08 degree 04' 46" W 159.17 ft. to a point; thence with the northerly lone of lot 67 section 2, S 81 degree 55' 14" W 114.10 ft. to a point of the beginning and containing 10.5710 acres more or less.

Growth-Land, Inc. does hereby dedicate to public use the streets, roads and highways and does hereby create and establish the rights, ways and easements, all shown on the said plat prepared by Edward W. Dove, C.L.S., dated March 28, 1972, a copy of which is attached hereto and made a part hereof.

Growth-Land, Inc., does hereby further declare that the property in Section 3, Occoquan Forest shall hereafter be held, sold and conveyed subject to the provisions of the Declaration of Covenants, Conditions and Restrictions, dated November 16, 1970, and recorded January 15, 1971, in Deed Book 571, at page 680, among the land records of Prince William County, Virginia, for Section two, Occoquan Forest as if said Declaration had been set out in hanc verba herein, provided, however, that "Declarant" as defined in Article I, Section 7 of said Declaration shall mean and refer only to Growth-Land, Inc., its successors and assigns acquiring more than one undeveloped lot from Declarant for the purpose of development. All of such easements, covenants, restrictions and conditions are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property and shall run with the land and shall be binding on, and inure to the benefit of, all parties having or acquiring any right, title or interest in the said property or any party thereof.

This subdivision and dedication is made with the free consent and in accordance with the desires of Growth-Land, Inc.