

**HOLLIN HILLS COVENANTS
APPEARING OF RECORD IN LIBER 754 PAGE 482, RECORDED 4/4/1950**

FAIRFAX COUNTY, VIRGINIA SECTION_(SAMPLE)_, HOLLIN HILLS

This dedication, is made, however upon the express conditions that each and every part thereof shall be subject to the following **conditions, limitations and restrictions, which shall be construed as covenants running with the land and which shall be binding upon all parties and all persons** claiming under them until (Note 1) at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. 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.

Invalidation of anyone of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

(a) All numbered lots in the subdivision shall be known and described as residential lots. Facilities for community use may be provided on sites indicated on recorded plat at "reserved for drainage and utility easements and community park purposes and services," but party for the first part for itself, its successors and assigns expressly reserves the right to extend any street or widen any street upon and over this area so marked "Reserved for drainage and utility easements and community park purposes and services," and further also reserves the right to lease or sell portions in fee of these areas so designated as "Reserved for drainage and utility easements and community park purposes and services," where it is necessary in the opinion of party of the first part, its successors or assigns that such portion so leased or sold in fee be used to provide or aid in providing location for some one or several public utility services, such as but not limited to gas water, sewer disposal plant, electricity either in the main or subdivision.

(b) No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than the one detached single-family dwelling and private garage for not more than two cars and other structures incidental to residential use.

(c) No building shall be erected, placed, or altered on any building plot in the subdivision until the building plans specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to the location of the building with respect to topography, and finish ground elevation, by a committee composed of Morris Rodman, Samuel J. Rodman and Robert C. Davenport, or by a representative designated by a majority of the members of said committee. In the event of death or resignation registration of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event such committee or its designated representative fails to approve or disapprove of such design and location within thirty days after said plans and Specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required in this covenant shall be deemed to have been fully complied with. The powers and duties of such committee, and of its designated representative, shall cease on and after (Note 1). Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by then record owners of majority of the lots of this subdivision and duly recorded, appointing representative or representatives who shall thereafter exercise the powers previously exercised by said committee.

(d) No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located near than 5 feet to any side lot line.

(e) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7000 square feet with sewer, or an area of less than 14,000 square feet with septic tank and a width of less than 60 feet at the front building setback line.

(f) 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.

(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) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 700 square feet in the case of a one-story structure nor less than 500 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 inside five feet of each lot for utility installation and maintenance.

**AMENDMENT
IN LIBER 1455, PAGE 271 TO RESTRICTIONS IN LIBER 754, PAGE 482,
FAIRFAX**

**COUNTY, VIRGINIA LAND RECORDS, APPLICABLE TO SECTION, HOLLIN
HILLS SUBDIVISION**

Said restrictive covenants provide that no building shall be erected, placed or altered on any building plot in the aforesaid sections of this of the subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to the location of the building with respect to topography and finished ground elevation, by a committee composed of Morris Rodman, Samuel J. Rodman and Robert C. Davenport. Said covenants provide that the powers and duties of such Committee shall cease on after (Note 1), unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of majority of the lots of Section_ of the Subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the said powers previously exercised by aforesaid committee.

It is the desire of the undersigned record owners of lots in Section_ of Hollin Hills to continue the powers and duties of such committee by pointing representative or representatives pursuant to the provisions of the covenant, as recited in the foregoing remise.

Now, therefore, we the undersigned record owners of a majority of lots in Section Hollin Hills do hereby appoint the Hollin Hills Community Association Incorporated, or any committee duly designated by it, to exercise, on and after (Note 1) the powers previously granted to and exercised by the aforesaid committee designated in the aforesaid restrictive covenants.

Note 1: Dates vary with Section