



STAFFORD COUNTY CIRCUIT COURT

Prepared by and return to
Stafford County Attorney's Office
Post Office Box 339
Stafford, VA 22554

-----Map Nos.: 54CC-6-C
54CC-6-D
54CC-8-F
Stafford County, Virginia

Exemption: § 58.1.811(A)(3)

**DECLARATION OF RESTRICTIONS AND COVENANTS
OF
STAFFORD COUNTY, VIRGINIA**

THIS DECLARATION OF RESTRICTIONS AND COVENANTS, ("Declaration")
is made this 13th day of March, 2013, by **STAFFORD COUNTY, VIRGINIA**, a political
subdivision of the Commonwealth of Virginia (the "County"), to be indexed as Grantee, and
RIDGE POINTE HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation
(the "Owner"), to be indexed as Grantor.

WHEREAS, the County is a beneficiary of stormwater management area parcels on, and
the Owner is the owner of, the property more fully described as located in the **LEELAND
DISTRICT, STAFFORD COUNTY, VIRGINIA**, to-wit:

The stormwater management area parcels as shown and designated on **RIDGE
POINTE – BMP RETROFIT PLANS (WQR8, WQR7, & WQR5) ROCKY PEN
RUN RESERVOIR MITIGATION STAFFORD COUNTY, VIRGINIA**, dated
November 28, 2007, last revised October 8, 2010, and prepared by Williamsburg
Environmental Group, Inc., attached and incorporated as Exhibit A, and to be
recorded with this Declaration of Covenants and Restrictions ("the Property").

17.00
180.00
) 197.00

It being the same property or a portion of the same property designated as
PARCEL - "C" STORMWATER MANAGEMENT AREA PARCEL and
PARCEL - "D" STORMWATER MANAGEMENT AREA PARCEL on the plat
entitled "**PLAT OF SUBDIVISION SECTION SIX RIDGE POINTE LEELAND
MAGISTERIAL DISTRICT STAFFORD COUNTY, VIRGINIA**," dated March
12, 1992, prepared by Sullivan, Donahoe and Ingalls, recorded at Plat Book 23
Page 243 in the land records of Stafford County, Virginia, and **PARCEL – F** on
the plat entitled "**PLAT OF SUBDIVISION SECTION EIGHT RIDGE POINTE
LEELAND MAGISTERIAL DISTRICT STAFFORD COUNTY, VIRGINIA**,"
dated April 29, 1993, prepared by Sullivan Donahoe and Ingalls, recorded at Plat
Book 25 Page 164 in the land records of Stafford County, Virginia.

It being a portion of the same property conveyed unto the Owner by deed
recorded from Mulberry Corporation dated September 15, 1998 and recorded as
Instrument No. 980018456 in the land records of Stafford County, Virginia (the
"Land Records").

WHEREAS, the County and the Owner desire to impose on the Property restrictions and covenants expressing the County's and Owner's intent to preserve the Property as shown on Exhibit A and as described as subject to restrictions and covenants in perpetuity in its natural state as detailed below. These restrictions and covenants are imposed by the County and the Owner freely and voluntarily, in order to mitigate aquatic impacts caused by the construction of the Rocky Pen Run Reservoir pursuant to permit USACE #99-V1866-45 and VADEQ #99-2064 (collectively, the "Permits"); and

WHEREAS, as part of the consideration for this Declaration, the County has agreed to maintain the Property in perpetuity in accordance with the terms and conditions set forth in this Declaration.

NOW THEREFORE THIS DECLARATION WITNESSETH: The County and the Owner do hereby declare, covenant, and agree, each for itself and its successors and assigns, that the Property as shown on Exhibit A shall be hereafter held, leased, transferred, and sold subject to the following covenants and restrictions which shall run with the land and be binding on all parties and persons claiming under them.

1. Restrictions and Covenants.

The Property as shown on Exhibit A attached hereto shall be preserved in perpetuity in its natural state, by prohibiting the following activities:

1. Destruction or alteration of the preservation area shown on Exhibit A other than those alterations authorized by the Norfolk District, U.S. Army Corps of Engineers (USACE) and/or the Virginia Department of Environmental Quality (DEQ) under the Permits.
2. Construction, maintenance, or placement of any structures or fills including, but not limited to buildings, mobile homes, fences, and signs other than those which currently exist or are permitted under the terms set forth herein.
EXCEPTION: To allow the construction, installation, and maintenance of all improvements authorized or required under the Permits and as shown on Exhibit A.
 3. Ditching, draining, diking, damming, filling, excavating, grading, plowing, flooding/ponding, mining, drilling, placing of trash and yard debris, or removing/adding topsoil, sand, or other materials (except as may be necessary on a case-by-case basis with prior written approval by USACE and DEQ).

EXCEPTION: To allow the construction, installation, and maintenance of all improvements authorized or required pursuant to the Permits and as shown on Exhibit A.

4. Permitting livestock to graze, inhabit, or otherwise enter the preservation area.
5. Cultivating, harvesting, cutting, logging, planting, and pruning of trees and plants, or using fertilizers and spraying with biocides (except as may be necessary on a case-by-case basis with prior written approval by USACE and DEQ).

2. **Amendments.**

The restrictions and covenants contained herein shall not hereafter be altered in any respect without the express written approval and consent of the County and the Owner or their successor(s) in interest and, to the extent required under the Permits, the USACE and DEQ. The County and the Owner, or their successor(s) may apply to the USACE and DEQ for vacation or modification of this declaration; however, after recording, these restrictions and covenants may only be amended or vacated by a recorded document signed by the USACE, DEQ, the County, and the Owner or their successor(s) in interest.

3. **Compliance Inspections and Enforcement.**

The USACE, DEQ, and their authorized employees and agents shall have the right and license to enter and go upon the Property to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

The restrictions and covenants herein shall be enforceable by the USACE or DEQ in any administrative proceeding or any proceeding at law or in equity or by the USACE or DEQ in the United States District Court for the Eastern District of Virginia, Alexandria Division, or the Stafford County Circuit Court. Failure by any agency, the County, or the Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. Exclusive jurisdiction and venue for any legal action arising out of or related to this Declaration filed by the County against the Owner or vice versa shall be in the Stafford County Circuit Court.

4. **Maintenance.**

The County agrees that it shall maintain, in perpetuity, the Property and all improvements constructed pursuant to the Permits in accordance with the requirements of the Permits and the

terms of this Declaration. The County, and its authorized employees and agents, shall have the right and license to enter and go upon the Property to carry out its duties under this Section 4.

The County agrees to provide liability insurance with limits of liability as provided to the County under the Commonwealth's "VA Risk" insurance program to cover all of the activities that the County conducts on the Property under this Section 4. The County agrees to include the Owner as an additional insured under the County's insurance coverage with respect to the County's activities on the Property under to this Section 4, and to provide the Owner with a certificate evidencing the required coverage upon the written request of the Owner.

To the extent permitted by the Virginia Constitution and Virginia law, the County shall be responsible for its own acts and omissions, and the acts and omissions of its officers, employees, and agents. Nothing in this Declaration is to be construed as an indemnity provision prohibited by the Constitution and laws of the Commonwealth of Virginia. Nothing in this Declaration is to be construed as a waiver of the sovereign immunity of the Stafford County Board of Supervisors, Stafford County, Virginia, or their officers, employees, or agents. Nothing in this Declaration is to be construed as a waiver by the Stafford County Board of Supervisors or the County of any defense that may exist or may arise in the future. Nothing in this Declaration is to be construed as creating a cause of action as to any third-party or stranger to this Declaration.

5. **Grant of Easements.** The Owner grants and conveys to the County ingress and egress easements for access to the Property from the public streets abutting the Property, in perpetuity, such easements being conveyed in order to permit the County to access the Property for the purpose of carrying out its maintenance responsibilities pursuant to Section 4 hereof.

6. **Existing Maintenance Agreements.** The Property is subject to existing maintenance agreements as follows: (i) Maintenance Agreement for Stormwater Detention Systems dated September 17, 1993 and recorded in the Land Records in Deed Book 979, page 242; and (ii) Maintenance Agreement for Stormwater Detention Systems dated September 17, 1993 and recorded in the Land Records as Instrument No. 960015526 (collectively, the "Maintenance Agreements"). To the extent that the terms of this Declaration are inconsistent with the terms of the Maintenance Agreements, the terms of this Declaration shall control.

7. **Severability.** The provisions hereof shall be deemed individual and severable, and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof

shall not affect the validity or enforceability of any other provision there of this Declaration of Restrictions and Covenants.

8. Governing Law. This Declaration shall be governed by the Constitution and applicable laws of the Commonwealth of Virginia without reference to conflict of laws principles;

9. Counterparts. This Declaration may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURES FOLLOW]

The Ridge Pointe Homeowners Association, Inc., acting by and through its President, he being hereto duly authorized by action of the Board of Directors on July 17, 2013, does hereby accept the Restrictions and Covenants in the real estate made by this Declaration.

WITNESS the following signatures and seals:

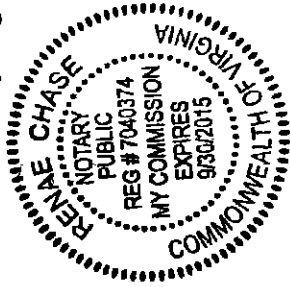
PM130000107
By: [Signature]
Name: Keith Whelpley
Title: President HOA

RIDGE POINTE HOMEOWNERS ASSOCIATION, INC., a Virginia corporation

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSWYLDIA, to wit:
The foregoing Declaration of Restrictions and Covenants was acknowledged before me this 13th day of August, 2013, by KEITH WHELPLEY, who is the PRESIDENT of Ridge-Pointe Homeowners Association, Inc.

[Signature]
Notary Public

My commission expires: 9.30.15
My Registration No: 7040374



The Stafford County Board of Supervisors, acting by and through its County Administrator, he being hereto duly authorized by Resolution No. R12-363 adopted by the Stafford County Board of Supervisors, on December 4, 2012, does hereby accept the Restrictions and Covenants in the real estate made by this Declaration.

WITNESS the following signatures and seals:

STAFFORD COUNTY, VIRGINIA

By: 
ANTHONY J. ROMANELLO
COUNTY ADMINISTRATOR

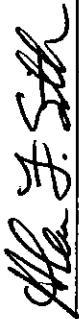
COMMONWEALTH OF VIRGINIA
COUNTY OF STAFFORD, to wit:

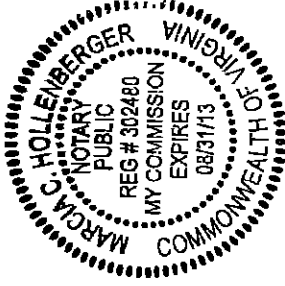
The foregoing Declaration of Restrictions and Covenants was acknowledged before me this 25 day of March, 2013, by Anthony J. Romanello, who is the County Administrator of Stafford County.

Marcia C. Hollenberger
Notary Public

My commission expires: 8/31/13
My Registration No: 302480

APPROVED AS TO FORM:


Stafford County Attorney's Office
Printed Name: Alan F. Smith
Title: Deputy County Attorney



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INSTRUMENT #130011354
RECORDED IN THE CLERK'S OFFICE OF
STAFFORD COUNTY ON
MAY 7, 2013 AT 01:12PM

BARBARA G. DECATUR: CLERK
RECORDED BY: MFK