**Covenant of Perpetual Maintenance**

This Covenant of Perpetual Maintenance (“Covenant”) is made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

20\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Association/Owner”).

WITNESSETH

WHEREAS, the Association/Owner is the owner of certain real properties located in Fairfax County, Virginia, being more particularly described as Tax Map#(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and by virtue of deeds recorded in Deed Book \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pages \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; which properties are part of a residential/commercial development known as Fairfax County Plan Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Development"); and

WHEREAS, the Association/Owner is responsible for the maintenance of all the open space areas and other improvements for the Development; which includes \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Improvements”) within the dedicated rights-of-way on Public Roads known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

WHEREAS, the Virginia Department of Transportation (“VDOT”) has required that the Association/Owner provide this Covenant of Perpetual Maintenance to maintain the “Improvements” within the dedicated rights-or-way.

Now, therefore the Association/Owner, for itself and its successors and/or assigns, does hereby covenant and agree to maintain, at its sole cost and expense, the “Improvements” in the dedicated rights-of-way as shown on the plan/sketch attached hereto as “Exhibit”; and to restore if necessary the area affected by any such maintenance. VDOT shall not be held responsible for any damage to the “Improvements” resulting from any cause including, but not limited to, ordinary right of way maintenance.

The Association/Owner covenants that all work within the “Improvements” shall conform to the current version of the Virginia Work Area Protection Manual issued by VDOT and all applicable specifications and standards designed to protect the public safety.

The Association/Owner, for itself and for its successors and assigns, shall indemnify and hold harmless VDOT or its successor for any and all damages, accidents, occurrences or claims which might arise or be asserted against VDOT from Owner’s performance of (or failure to perform) the required maintenance and from the construction, presence and existence of the “Improvements”.

In the event VDOT or its successor, chooses to exercise its acknowledged right to demand or cause removal of the above “Improvements”; it must be removed at the owner’s sole cost and expense.

The covenants and obligations of the Association/Owner, and its successors and/or assigns, contained herein are expressly intended to run with the land.

WITNESS THE FOLLOWING SIGNATURE AND SEAL:

**“ASSOCIATION/OWNER”**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF VIRGINIA:

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: to-wit

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

20\_\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Association/Owner)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Virginia Notary Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_