Supplemental Declaration of Covenants, Conditions & Restrictions

FOREST RIDGE SUBDIVISION

SECTION 2

Lots 47-116
THIS DEED OF DEDICATION AND SUBDIVISION, DEED OF CONVEYANCE and DEED OF SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 16th day of August, 1977, by and between FOREST RIDGE, LTD., party of the first part; THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, a body corporate, party of the second part; LOUDOUN COUNTY SANITATION AUTHORITY, a public body politic and corporate, party of the third part; and FOREST RIDGE COMMUNITY ASSOCIATION, party of the fourth part.

WITNESSETH:

WHEREAS, the party of the first part is the sole owner of the hereinafter described property, which is a portion of the land conveyed to . by Deed dated February 18, 1977, and recorded in Deed Book 668, at page 268, of the Land records of Loudoun County, Virginia; and

WHEREAS, it is the desire of the party of the first part to subdivide the hereinafter described property into lots and parcels, and to dedicate, grant and convey for public use the streets and easements in accordance with this Deed of Dedication and Subdivision and the plat attached hereto and made a part hereof, and incorporated herein by reference; and

WHEREAS, it is the desire and intent of the party of the first part hereto to grant and convey unto THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, party of the second part, the utility easements in the locations as shown on the plat attached hereto and as hereinafter provided, and unto the LOUDOUN COUNTY SANITATION AUTHORITY, party of the third part hereto, the easements as shown on the plat attached hereto and as hereinafter provided; and

WHEREAS, it is the desire and intent of the party of the first part to convey unto the FOREST RIDGE COMMUNITY ASSOCIATION, party of the fourth part hereto, that certain tract or parcel of land shown on the plat attached hereto as Parcel L, FOREST RIDGE, Section TWO (2); and
WHEREAS, it is the desire and intent of the party of the first part to subject the hereinafter described property to the Declaration of Covenants, Conditions and Restrictions dated June 27, 1977, and recorded in Deed Book 673, at page 795 of the aforesaid land records and which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part does hereby subdivide all those certain tracts or parcels of land located in Sterling Magisterial District, Loudoun County, Virginia, containing 31.6948 acres and as more particularly described by metes and bounds in Schedule "A" attached hereto and incorporated herein by reference, to be known as FOREST RIDGE, Section TWO (2), in accordance with the attached plat dated June, 1977, and prepared by Long, Rinker and Brown, Fairfax, Virginia, certified land surveyors, which is attached hereto and made a part of this Deed of Dedication and Subdivision; and FURTHER, the party of the first part does hereby dedicate to public use the streets and thoroughfares shown on said plat in accordance with the statutes made and provided therefor.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar ($1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part does hereby grant and convey unto the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, party of the second part, ("County"), the easements as hereafter set forth in the respective locations shown on the said plat attached hereto and incorporated herein by reference, as follows:

An easement and right of way for the purpose of constructing, maintaining, adding to or altering present or future storm sewer lines or other drainage structures, plus necessary
inlet structures and appurtenances for the collection of
storm sewage and its transmission through and across the
said property of the party of the first part, said easement
being more particularly bounded and described on the plat
attached hereto and made a part hereof; subject however to
the following terms and conditions:

1. All sewers, manholes, inlet structures, and appurtenant
facilities which are installed in the easements and rights
of way shall be and remain the property of the County, its
successors and assigns.

2. The County and its agents shall have full and free
use of the said easements and rights of way for the purposes
named, and shall have all rights and privileges reasonably
necessary to the exercise of the easements and rights of way
including the right of access to and from the right of way
and right to use adjoining land where necessary; provided,
however, that this right to use adjoining land shall be
exercised only during periods of actual construction or
maintenance, and further, this right shall not be construed
to allow the County to erect any building or structure of
a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and
remove trees, shrubbery, fences, structures or other obstructions
or facilities in or near the easements being conveyed, deemed
by it to interfere with the proper and efficient construction,
operation and maintenance of said sewers; provided, however,
that the County at its own expense shall restore, as nearly
as possible, the premises to their original condition, such
restoration to include, without limitation, the backfilling
of trenches, the replacement of fences and shrubbery, and
the reseeding or resodding of lawns or pasture areas, but
not the replacement of structures, trees or other obstructions.

4. The party of the first part reserves the right to
construct and maintain roadways over said easements and to
make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided, however, that the party of the first part shall not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval of the County.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part does grant and convey unto the LOUDOUN COUNTY SANITATION AUTHORITY, party of the third part, ("Authority"). its successors and assigns, an easement and right of way for the purpose of constructing, operating, maintaining, adding to or altering present or future sanitary sewer lines, including house connection lines, plus necessary manholes and appurtenances for the collection of sewage and its transmission through and across the property of the party of the first part, said property and easement being more particularly bounded and described on the plat attached hereto and made a part hereof; an easement and right of way for the purpose of constructing, operating, maintaining, adding to or altering present or future water mains, including fire hydrants, valves, meters, building service connections, and other appurtenant facilities for the transmission and distribution of water through, upon, and across the property of the party of the first part, said property and easement being more particularly bounded and described on the plat attached hereto and made a part hereof, subject to the following conditions:

1. All sewers, manholes, and appurtenant facilities, and all water mains and appurtenant facilities which are installed in the easement and right of way shall be and remain the property of the Authority, party of the third part, its successors and assigns.
2. The Authority and its agents shall have full and free use of the said easement and right of way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right of way including the right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or abutting the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said water mains and appurtenant facilities; provided, however, that the Authority at its own expense shall restore, as nearly as possible, to their original condition, all land or premises included within or abutting the said easement which are disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include, without limitation, the backfilling of trenches, the replacement of fences, and the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery, and the replacement of structures and other facilities located without the easement but shall not include the replacement of trees, structures or other facilities located within the easement.

4. The party of the first part reserves the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere
with the use of said easement by the Authority for the purposes named; provided, however, that the party of the first part shall not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval of the Authority.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar ($1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto the FOREST RIDGE COMMUNITY ASSOCIATION, a Virginia non-stock corporation, party of the fourth part hereto, with General Warranty of Title, Parcel D, FOREST RIDGE, Section TWO (2), as shown on the plat attached hereto and incorporated herein by reference.

This conveyance is made subject to conditions, restrictive covenants, agreements, rights of way and easements contained in the deeds forming the chain of title to this property.

The party of the first part covenants: that it has the right to convey the hereindescribed property to the party of the fourth part; that it has done no act to encumber the same; that the party of the fourth part shall have quiet and peaceable possession thereof free from the claims of all persons whosoever, and that the party of the first part will execute such further assurances of title thereto as may be requisite and necessary; and

THIS DEED FURTHER WITNESSETH that the party of the first part, as sole owner and proprietor of the hereindescribed property, does hereby subject Lots FORTY SEVEN (47) through ONE HUNDRED SIXTEEN (116), inclusive, and Parcel D, FOREST RIDGE, Section TWO (2), to the Declaration of Covenants, Conditions and Restrictions dated June 27, 1977, and recorded in Deed Book 673, at page 795, of the aforesaid land records, which are incorporated herein by reference, and which Declaration of Covenants, Conditions and Restrictions shall run with the land and be binding thereto.
THIS DEED FURTHER WITNESSETH that in consideration of
the premises and the sum of One Dollar ($1.00), cash in hand
paid, receipt of which is hereby acknowledged, the party
of the first part, the Declarant in the aforesaid Declaration
of Covenants, does hereby publish and declare that the develop-
ment plans for Section TWO (2), FOREST RIDGE, are in accordance
with the general plan submitted to the Federal Housing Admin-
istration and the Veterans Administration with the processing
papers for Section ONE (1), FOREST RIDGE.

This Dedication and Subdivision is made in accordance with
the statutes made and provided in such cases, with the approval of
the proper authorities of Loudoun County, Virginia, as shown by
the signatures affixed to the plat attached hereto, and is in
accordance with the free consent and desire of the party of the
first part, sole owner and proprietor of the land embraced
within the bounds of said subdivision.

IN WITNESS WHEREOF, FOREST RIDGE, LTD. has caused this
Deed of Dedication to be signed by its President and its
corporate seal to be hereto affixed.

FOREST RIDGE, LTD.
By: [Signature]
President

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the State
and County aforesaid, whose commission expires on the 6th
day of AUGUST, 1977, do hereby certify that

[Signature]
President

[Signature]
Secretary

of FOREST RIDGE, LTD., whose
name is signed to the foregoing Deed of Dedication, Deed
of Conveyance, and Deed of Supplemental Declaration of Covenants,
Conditions and Restrictions, appeared before me and acknowledged
the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 6th day of AUGUST,
1977.

[Signature]
Notary Public

[Stamp]
LONG, RINKER AND BROWN  
Engineering—Surveying—Land Planning  
August 15, 1977  
METES AND BOUNDS DESCRIPTION  
SECTION TWO  
FOREST RIDGE  
STERLING MAGISTERIAL DISTRICT  
LOUDOUN COUNTY, VIRGINIA

Beginning at a point on the easterly right-of-way line of South Fillmore Road, 90 feet wide, at the southwesterly property corner of Lot 460, Section 4-A, Sterling Park; thence, S 75° 05' 13" E, 2624.78 feet with the southerly property line of Section 4-A, Sterling Park and continuing with the southerly property line of Section 4-C, Sterling Park to a point on the westerly right-of-way line of South Lincoln Avenue, Route 679, (variable width); thence, S 20° 25' 30" W, 469.81 feet with the westerly right-of-way line of South Lincoln Avenue to a point; thence, S 17° 57' 03" W, 158.93 feet continuing with the westerly right-of-way line of South Lincoln Avenue to a point; thence, leaving the westerly right-of-way line of South Lincoln Avenue and running with the Forest Ridge, Ltd. property, the following courses and distances:

N 72° 02' 57" W, 30.00 feet to a point;
along the arc of a curve to the left, 25.00 feet in radius,
an arc distance of 39.27 feet, the chord of said arc running:
N 27° 02' 57" W, 35.36 feet to a point;
N 72° 02' 57" W, 517.04 feet to a point;
along the arc of a curve to the left, 755.00 feet in radius,
an arc distance of 40.03 feet, the chord of said arc running:

SCHEDULE A
Meres and Bounds Description
Section Two
Forest Ridge
Sterling Magisterial District
Loudoun County, Virginia
August 15, 1977
Page 2

N 72° 34' 05" W, 40.05 feet to a point;
N 75° 05' 13" W, 1128.36 feet to a point;
along the arc of a curve to the left, 25.20 feet in radius,
an arc distance of 39.27 feet, the chord of said arc running
S 59° 54' 47" W, 35.36 feet to a point;
N 75° 05' 13" W, 60.00 feet to a point;
along the arc of a curve to the left, 25.00 feet in radius,
an arc distance of 39.27 feet, the chord of said arc running
N 30° 05' 13" W, 35.36 feet to a point;
N 75° 05' 13" W, 15.00 feet to a point;
along the arc of a curve to the right, 845.00 feet in radius,
an arc distance of 547.12 feet, the chord of said arc running
N 56° 32' 17" W, 537.61 feet continuing with the Forest Ridge, Ltd.
property and continuing with the northeasterly property line of Section One;
Forest Ridge to a point at the terminus of South Fillmore Road; thence,
N 52° 00' 39" E, 90.00 feet with the terminus of South Fillmore Road to a point;
thence, along the arc of a curve to the right, 755.00 feet in radius, an arc
distance of 335.70 feet, the chord of said arc running N 25° 15' 05" W,
332.94 feet with the easterly right-of-way line of South Fillmore Road to a
point; thence, N 12° 30' 48" W, 81.97 feet continuing with the easterly right-
of-way line of South Fillmore Road to the point of beginning and containing
31.6943 acres of land.

LONG, RINKER AND BROWN