

DECLARATION OF COVENANTS

INSPECTION AND MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES

THIS DECLARATION, made this _____ day of _____, 20_____, between _____, and all successors and assigns in title and interest, hereinafter referred to as the "COVENANTOR(S)," owner(s) of the following property:

Project: _____
GPIN: _____
Site Address: _____
Other: _____

on which _____, hereinafter referred to as "SWM Facilities", to control stormwater runoff have been constructed, and County of Henrico, Virginia, hereinafter referred to as the "COUNTY."

WITNESSETH:

We, the COVENANTOR(S), with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interests in the property described above, do hereby covenant with the COUNTY as follows:

1. The COVENANTOR(S) shall provide maintenance for the SWM Facilities located on and serving the above-described property to ensure that the SWM Facilities are and remain in proper working condition in accordance with approved design standards and with applicable legal requirements.

2. The COVENANTOR(S) shall provide inspections of the SWM Facilities located on and serving the above-described property at least once every five years to ensure that the SWM Facilities are and remain in proper working condition in accordance with approved design standards and with applicable legal requirements. These inspections must be conducted by 1) a person who is licensed as a professional engineer, architect, landscape architect, or land surveyor pursuant to Sec. 54.1-400 et seq. of the Code of Virginia; 2) a person who works under the direction and oversight of a licensed professional engineer, architect, landscape architect, or land surveyor; or 3) a person who holds a Stormwater Inspector or Stormwater Combined Administrator certificate of competence from the State Water Control Board. The COVENANTOR(S) shall be responsible for addressing any maintenance needs identified during the required inspections. The required inspections and any associated maintenance activities shall be documented and copies of these documents shall be submitted to the COUNTY.

3. The COVENANTOR(S) should provide inspections of the SWM Facilities located on and serving the above-described property at least once every two years to ensure that the SWM Facilities are and remain in proper working condition in accordance with approved design standards and with applicable legal requirements. These inspections

may be conducted by the COVENANTOR(S) or his/her representative. The COVENANTOR(S) shall be responsible for addressing any maintenance needs identified during these inspections. These inspections and any associated maintenance activities should be documented and copies of these documents should be submitted to the COUNTY.

4. If necessary, the COVENANTOR(S) shall levy regular or special assessments against all present or subsequent owners of property served by SWM Facilities to ensure that the SWM Facilities are properly maintained.

5. The COVENANTOR(S) shall provide and maintain perpetual access from public rights-of-way to the SWM Facilities for the COUNTY, its officers, employees, agents and contractors.

6. The COVENANTOR(S) shall grant the COUNTY, its officers, employees, agents and contractors, a right of entry to the SWM Facilities for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the SWM Facilities, as necessary.

7. If, after reasonable notice by the COUNTY, the COVENANTOR(S) shall fail to maintain the SWM Facilities to control stormwater runoff in accordance with the requirements of Section 10-45 of the County Code in effect at the date of these covenants, the COUNTY may perform all necessary repair or maintenance work, and the COUNTY

may assess the COVENANTOR(S) and/or all property served by the SWM Facilities for the cost of the work and any applicable penalties.

8. The COVENANTOR(S) shall indemnify and save the COUNTY, its officers, agents, employees, and contractors harmless from any and all claims for damages and injuries to persons or property arising from the installation, construction, maintenance, repair, operation or use of the SWM Facilities.

9. The COVENANTOR(S) shall promptly notify the COUNTY when the COVENANTOR(S) legally transfer or assign any of the COVENANTOR(S)' responsibilities for the SWM Facilities. The COVENANTOR(S) shall supply the COUNTY with a copy of any document of transfer, executed by both parties.

10. The covenants contained herein shall run with the land and shall bind the COVENANTOR(S) and the COVENANTOR(S)' heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of property served by the SWM Facilities as long as they own an interest in the property.

11. This COVENANT shall be recorded in the Circuit Court of Henrico County.

IN WITNESS WHEREOF, the COVENANTOR(S) have executed this
DECLARATION OF COVENANTS as of this _____ day of _____,
20____.

COVENANTOR(S)

ATTEST:

COVENANTOR(S)

ATTEST:

STATE OF VIRGINIA
CITY/COUNTY OF

I hereby certify that on the _____ day of _____,
20_____, before the subscribed, a Notary Public of the State of Virginia, and for the
City/County of _____, aforesaid personally appeared before
me _____,

Name of COVENANTOR(S)

and did acknowledge the foregoing instrument to be their Act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this
____ day of _____, 20_____.

Notary Public

My Commission expires:

Approved as to form:

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