

**DECLARATION OF COVENANTS FOR CONSTRUCTION, INSPECTION AND
MAINTENANCE OF STORMWATER MANAGEMENT SYSTEMS ON A SINGLE UNIT
DETACHED DWELLING LOT**

Note: Adjust document as required if there is more than one owner of the property. If there are other parties that have an interest in the property, such as mortgage and note holders, they must indicate their consent to this document. Sample consent language can be found on page 5.

WITNESSETH:

WHEREAS, *[Insert the owner's name. If there is more than one owner, all owners will be required to sign the document and have their signatures notarized]* hereinafter referred to as the "Owner," *is* the owner of property, hereinafter referred to as the "Subject Property", described as follows:

[Insert 1) the legal property description including lot, block and legal subdivision name, and 2) property address and 3) tax ID number]

WHEREAS, the Owner desires to construct a home, develop or redevelop on the Subject Property; and

WHEREAS, prior to said construction, developing or redeveloping, the Owner is required by Chapter 19 of the "Rockville City Code" to provide for certain stormwater management; and

WHEREAS, the Owner has full authority to execute this Declaration of Covenants so as to bind the Subject Property and all current and future owners and assigns.

NOW, THEREFORE, in compliance with the requirements of Chapter 19 and in consideration of the issuance by the City of a Stormwater Management Permit and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner does grant, covenant and agree as follows:

- 1) The Owner will construct a Stormwater Management System (hereinafter the "System" as is or will be depicted on the Approved Stormwater Management Construction Plan to include *[Insert the type and number of each different ESD practices here - i.e. dry wells (2) and rooftop disconnect, (1)]* and shall further provide for the necessary maintenance of said System to ensure that it is and remains

in proper working condition in accordance with the approved Stormwater Management Construction Plan, approved design standards, applicable laws, rules and regulations. The Owner shall not construct a System without first obtaining a Stormwater Management Permit.

- 2) That the Owner, without the prior written consent of the City, will neither perform nor permit the: (i) removal or alteration of the System, (ii) the erection or installation of any structure, building or other improvements, (iii) the excavation or filling of land, or (iv) the installation of trees, shrubs, or other landscaping (excluding grass) on, over, or through the System.
- 3) That the City, its successors and assigns, shall at all times have the right, but is not under any circumstances obligated to exercise said right, of entry, ingress and egress along, over, under, through the Subject Property to and from the System for the purpose of assessing compliance with this Declaration of Covenants; said ingress and egress to be made generally across the Subject Property from any adjacent public road or right-of-way, or along such other lines, including interior access to green roofs, if applicable, as the Owner may designate and as may be acceptable to the City.
- 4) If, after reasonable notice by the City, the Owner has failed to construct, repair, maintain, or operate the System in accordance with the Approved Stormwater Management Construction Plan, this Declaration of Covenants, approved design standards and with all applicable laws, rules and regulations, the City may, but is not obligated to, enter onto the Subject Property and perform all necessary construction, repair, removal, maintenance and/or operating work, and may assess the Owner for the cost of said work. Said assessment shall be a lien against the Subject Property and may be placed on the property tax bill of said Subject Property and collected in the same manner as property taxes by the City. If properties other than the Subject Property are also served by the System, the Owner of all such property shall be jointly and severally liable for the cost of any and all work performed by the City. All said properties are jointly and severally subject to the imposition of liens pursuant to the provisions of this paragraph.

- 5) The Owner shall protect, defend, indemnify and save harmless the City and all of its officers, employees, agents, representatives, servants, and assigns from any and all liability, loss, damages, claims, causes of action, judgments, and expenses, including reasonable attorney's fees, in connection with or arising out of this Declaration of Covenants and/or the performance hereof that are due to the acts of the Owner, its agents, representatives, or assigns in connection with or arising out of the Owner's performance, or lack of performance of its responsibilities under this Declaration of Covenants.
- 6) The Owner shall notify the City of the sale or transfer of any interest in the Property within thirty (30) days of such sale or transfer, and shall supply the City with a copy of any executed documents of said sale or transfer. The Owner shall provide all subsequent owners, successors, assigns and any other party responsible for the maintenance of the System with a copy of this Declaration of Covenants and with accurate as-built construction plans detailing the System and its appurtenances.
- 7) This Declaration of Covenants does not relieve the Owner of responsibility for providing safe conveyance of runoff as may be deemed necessary by the City or other appropriate agency in addition to providing stormwater management.
- 8) This Declaration of Covenants (including all terms, Stormwater Management System Sketches, and agreements contained herein) shall run with the title to the Subject Property and shall bind the Owner and the Owner's heirs, executors, administrators, successors and assigns.
- 9) The Owner hereby certifies that there are no suits, liens, leases, mortgages, or trusts affecting the Subject Property, other than those for which the holder in interest has signed this document or otherwise consented in writing to this Declaration of Covenants. Owner further certifies that all parties with an interest in the Subject Property necessary to give full effect to this Declaration of Covenants, or otherwise consented in writing to, this document.

10) The Owner does further agree to record this Declaration of Covenants in the Land Records of Montgomery County, Maryland, at the Owner's expense within ten (10) days of the date hereof, and shall provide the City with documentary proof of recordation within five (5) days of said recordation.

IN WITNESS WHEREOF, the Owner has executed this Declaration of Covenants as of this _____ day of _____, 20____.

Owner's Signature

Print Name Here

Note: All property Owners must sign and have their signature notarized

Notary for Owner (s)

STATE OF MARYLAND:

SS:

COUNTY OF MONTGOMERY:

On this _____ day of _____, _____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Print Name Here, Notary Public

My Commission Expires: _____

Note: REMOVE the following section from the document if there are no other parties that have an interest in the property.

All parties who have an interest in the Subject Property must also consent to this document. This includes all mortgage and note holders, lien holders, and grantees of other encumbrances that are within the Subject Property. A sample consent follows:

CONSENTS OF OTHER INTERESTED PARTIES

The trustees and note holder named in a certain deed of trust dated _____, securing repayment of a loan from _____ in the principle amount of _____ and recorded among the Land Records of Montgomery County, Maryland, in Liber _____, at Folio _____, consent to the foregoing Declaration of Covenants for Construction, Inspection and Maintenance of Stormwater Management Systems on a Single Unit Detached Dwelling Lot and agree that their interests in the Subject Property shall be subordinate and subject thereto.

Notary for Consent of Interested Parties

STATE OF MARYLAND:

SS:

COUNTY OF MONTGOMERY:

On this _____ day of _____, _____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

