

SINGLE & MULTIPLE LOT INSPECTION AND MAINTENANCE
OF PRIVATE ON-SITE STORMWATER MANAGEMENT FACILITIES
DECLARATION OF COVENANTS

This Declaration of Covenants made this ____ day of _____, by and between _____ (hereinafter individually and/or collectively referred to as the "Covenantor"), owner of the property located at:

(hereinafter individually and/or collectively referred to as the "subject property"), and the County Commissioners of Charles County, Maryland, a public body corporate and politic, organized under the laws of the State of Maryland (hereinafter referred to as the "County"):

WITNESSETH:

WHEREAS, the Covenantor is the fee-simple owner of the subject property; and

WHEREAS, the Covenantor desires to develop or redevelop all or portions of the subject property; and

WHEREAS, prior to said developing or redeveloping, the Covenantor is required by the Charles County Stormwater Management Ordinance to provide for certain stormwater management facilities and to obtain a Building Permit (hereinafter referred to as "Permit"); and

WHEREAS, the Covenantor will apply for the Permit and desires to utilize privately owned, maintained, and operated stormwater management facilities (hereinafter referred to as "Facilities") located on the subject property; and

WHEREAS, the Charles County Stormwater Management Ordinance requires stormwater management systems to be protected by public or private easements or private inspection and maintenance agreements, and that all such agreements and easements be recorded prior to the issuance of the Permit; and

WHEREAS, Covenantor has full authority to execute this Declaration of Covenants so as to bind the subject property and all its current and future owners, successors, and assigns.

NOW, THEREFORE, in consideration of the recitals, the mutual promises of the parties, the County's issuance of the Permit, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the requirements of the Charles County Stormwater Management Ordinance, the Covenantor does hereby covenant and agrees as follows:

1. The Covenantor will construct and/or provide for the maintenance of the Facilities to insure that said Facilities are and remain in proper working condition in accordance with approved design standards and applicable laws, rules, and regulations. The Covenantor will perform necessary landscaping (such as, but not limited to, grass cutting) and trash removal as part of regular maintenance.
2. The Covenantor will inspect the Facilities every three years and maintain records of such inspections, and supply copies of them to Charles County every three (3) years or upon request.
3. The Covenantor is hereby prohibited from altering the Facilities without prior written approval from Charles County.
4. The Covenantor acknowledges that the County has the right to inspect the Facilities. If, after reasonable notice by the County, the Covenantor fails to construct, repair, maintain, or operate the Facilities within a reasonable period of time (30 days maximum) in accordance with the approved design standards and with all applicable laws, rules, and regulations, the County may enter onto the facility and perform all necessary construction, repair, maintenance, and operating work, and may assess the Covenantor for the cost of said work. Said assessment is a lien against the subject property and may be placed on the property tax bill of said property and collected as ordinary taxes by the County.
5. The Covenantor does hereby grant and will continue to grant the County, its successors, agents, and contractor(s) the right of entry to the Facilities for the purpose of inspecting, and, if necessary, operating, installing, constructing, reconstructing, maintaining, or repairing the Facilities, and shall provide and maintain perpetual access from public or private rights-of-way to the Facilities for the County its successors, agent(s), and contractor(s) for said purposes. The Covenantor will also grant to the County any easements and rights-of-way necessary for the foregoing purposes.
6. The Covenantor acknowledges that the County may exercise any emergency authority provided for by law.
7. The Covenantor hereby agrees to indemnify and save the County harmless from any and all claims for damages to persons or property arising from the installation, construction, failure, reconstruction, maintenance, repair, operation and use of the Facilities.
8. The obligations contained within this Declaration of Covenants are intended to bind the current owner(s) of the subject property, and such obligations shall transfer to any and all subsequent owners upon conveyance of the subject property.
9. This Declaration of Covenants in no way relieves the Covenantor of responsibility for providing stormwater drainage, in addition to the Facilities, as it may be deemed necessary by the County or other appropriate agency.

10. This Declaration of Covenants is to be construed in accordance with the laws of the State of Maryland and any action brought hereunder must be brought in the courts of this State, with venue solely in Charles County.
11. This Declaration of Covenants and the covenants contained herein shall run with the land and shall bind the Covenantor and its heirs, executors, administrators, successors and assigns, and shall bind all subsequent owners of the subject property. This Declaration of Covenants runs to the benefit of the County and may not be released or modified except by written consent of the County.
12. This Declaration of Covenants contains the full and final agreement between the parties, and no other matter or variation therefrom, unless made in writing and duly executed by the parties hereto, their heirs, executors, administrators, successors, or assigns, is part of this Declaration of Covenants.
13. The Covenantor must and will record this Declaration of Covenants in the Land Records of Charles County, Maryland, and will provide the County with documentary proof of that recordation within ten (10) days of said recordation.

IN WITNESS WHEREOF, the Covenantor has executed this Single / Multiple Lot Inspection and Maintenance of Private On-Site Stormwater Management Facilities Agreement Declaration of Covenants as of this _____ day of _____, 20__.

COVENANTOR(S):

WITNESS

Printed Name:_____

WITNESS

Printed Name:_____

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, _____, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, and duly acknowledged the foregoing Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires:

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, _____, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, and duly acknowledged the foregoing Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires:
