

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (the "Restrictions") are made this [redacted] day of [redacted], 20[redacted], by [redacted] (the "Declarant")

WHEREAS, the Declarant is the owner of real property located in the [redacted] Election District of Cecil County, Maryland as described in a deed from [redacted] to [redacted] dated [redacted] and recorded among the Land Records of Cecil County in Book [redacted], page [redacted] (the "Property"); and,

WHEREAS, the Declarant is in the process of obtaining subdivision approval for the Property as shown on a plat entitled [redacted] dated [redacted] and prepared by [redacted] which is recorded among the Land Records of Cecil County in Book [redacted], page [redacted]; and,

WHEREAS, portions of the Property are subject to the Cecil County Stormwater Management Ordinance (the "Restricted Property"), and the Declarant intends to comply with the Cecil County Stormwater Management Ordinance by restricting the use or uses within the areas identified as "[redacted]" shown on the Stormwater Management Plan, for [redacted], as approved by Cecil County, Maryland (the "County"), and on the above-mentioned plat; and,

WHEREAS, these Restrictions shall apply to the Restricted Property, and shall constitute covenants to run with the land which shall be binding upon Declarant, its successors and assigns, and upon all subsequent owners of all or any part of the Property, and particularly on all purchasers of lots, together with their grantees, successors, heirs, personal representatives, and assigns and shall be binding upon them.

NOW, THEREFORE, WITNESSETH, the Declarant hereby makes the following declarations as to covenants, restrictions, conditions, and use to which the Restricted Property may be put:

1. The Declarant shall grant to the County, its agents and contractors, the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the Restricted Property.
2. The Declarant shall grant to the County necessary easements and rights-of-ways to access the Restricted Property.
3. Should the Declarant, its successors or assigns fail to maintain the Restricted Property or correct any defects within a reasonable period of time (30 days maximum) after proper written notice by the County, then the County is authorized to perform the necessary maintenance or repairs and may assess the Declarant, its successor or assigns, the cost of the work and any applicable fines. Said assessment shall be a lien against all properties as shown on the above-mentioned plat and may be placed on the property tax bill of said property and collected as ordinary taxes by the County.

4. The Declarant shall record these Restrictions among the Land Records of Cecil County.
5. The Restricted Property shall remain protected, undisturbed and unmanaged, other than for activities associated with the necessary removal of debris and the repair of areas impacted from concentrated flow. Managed turf (e.g., playgrounds, regularly mown and maintained open areas) are not an acceptable forms of vegetation management.
6. Invasive and noxious plant removal is encouraged if done by and in accordance with sound conservation landscape practices.
7. At no time shall the Restricted Property on the above-mentioned plat be used for the storage of materials, dumping, burying, fill, or other such uses inconsistent with Natural Conservation Areas.
8. If necessary, the Declarant, its successors and assigns, shall levy regular or special assessments against all present or subsequent owners of the Property to ensure that the Restricted Property is properly maintained and preserved.
9. Declarant shall indemnify and save the County harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the Restricted Property.

WITNESS:

DECLARANT:

(Please Print)

Signature