

## DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by \_\_\_\_\_, hereinafter referred to as Declarant;

WHEREAS, this Declaration of Restrictions shall apply to the following described property, all of which is sometimes referred to hereinafter as the "restricted property"; and,

WHEREAS, the Declarant is the owner of property located in the \_\_\_\_\_ Election District of Cecil County, Maryland as described in a deed from \_\_\_\_\_ to \_\_\_\_\_ dated \_\_\_\_\_ and recorded among the Land Records of Cecil County in \_\_\_\_\_; and,

WHEREAS, the Declarant is in the process of \_\_\_\_\_ said property as shown on a plan entitled \_\_\_\_\_ as prepared by \_\_\_\_\_ and on file in the Cecil County Department of Land Use and Development Services, Division of Planning & Zoning; and,

WHEREAS, portions of the restricted property are subject to the Cecil County Forest Conservation Regulations and Declarant intends to comply with such regulations by restricting the use or uses within the areas identified as afforestation/reforestation/forest retention areas shown on Forest Conservation Plan # \_\_\_\_\_ on file in the Cecil County Department of Land Use and Development Services, Division of Planning & Zoning and the above-mentioned plat.

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 and hereby specifies that these declarations 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 restricted property, and particularly on all purchasers of lots, together with their grantees, successors, heirs, personal representatives, and assigns:

1) The restricted property shall only be used consistent with valid forest conservation practices. The areas identified on the above-mentioned plat shall remain undisturbed except as provided below:

- a) Timber harvests conducted under a valid forest management plan;
- b) Removal of dead or diseased trees or shrubs only if they present a health hazard or hazard to the health of the forest;
- c) Removal of trees for firewood;
- d) Passive recreational opportunities such as trails;
- e) Wildlife management under the guidance of a qualified manager;
- f) Removal of trees or understory to reduce the threat of wildfire damage to structures located on said property or lot; and

g) Removal of noxious or invasive species of plants or weeds.

2) At no time shall areas identified as protected on the above-mentioned plat be used for the storage of materials, dumping, burying, fill, or other such uses inconsistent with good forest management practices.

3) The restrictions pertaining to the Cecil County Forest Conservation Regulations that are contained herein shall be amended only with approval from the County Executive or authorized personnel, such as the Director of the Cecil County Department of Land Use and Development Services.

4) The covenants and restrictions contained herein shall apply to and bind the owner(s) and the owner(s) successors, heirs, executors, and assigns.

WITNESS:

DECLARANT:

\_\_\_\_\_

\_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
Signature

**AGREEMENT FOR LANDSCAPING AND/OR  
AFFORESTATION/REFORESTATION PROJECTS**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter called "Developer" and the Cecil County Government, hereinafter called "County".

WHEREAS, the Developer requests approval of a project identified as \_\_\_\_\_ occurring on Tax Map \_\_\_\_\_, Parcel \_\_\_\_\_, in the \_\_\_ Election District of Cecil County and further located off \_\_\_\_\_; and,

WHEREAS, the Cecil County Forest Conservation Regulations and /or the Cecil County Zoning Ordinance require certain landscaping and/or afforestation/reforestation along with said project; and,

WHEREAS, the Developer agrees to plant areas according to the specifications and standards provided with the approved planting plan submitted to and approved by the County's Agent, at no cost to the County, but with full cost to be borne by the Developer; and,

WHEREAS, the Developer agrees that planting shall be completed by \_\_\_\_\_, 20\_\_.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties contract and agree as follows:

- (1) That the Developer has provided an Irrevocable Letter of Credit, Performance Bond, or other acceptable financial surety equal to \_\_\_\_\_ (\$ \_\_\_\_\_) as required in the Cecil County Forest Conservation Regulations and/or the Cecil County Zoning Ordinance.
- (2) Partial release of this financial security may be conducted under the provisions of the Cecil County Forest Conservation Regulations or the Cecil County Zoning Ordinance.
- (3) Final release of monies may only occur following inspection of the landscaping and/or afforestation/reforestation area by the County or its agent, and survival rate is acceptable to the County or its Agent under the guidelines of the Cecil County Forest Conservation Regulations and/or the Cecil County Zoning Ordinance.
- (4) Failure by the Developer to complete the landscaping and/or afforestation/reforestation project in the manner set forth in the approved plan or by the approved date shall result in forfeiture of these monies to the County.
- (5) The Developer has made provisions allowing for the County or the County's Agent to complete the landscaping and/or afforestation/reforestation on the area shown on the approved plan.
- (6) This Agreement shall apply to and bind the developer/owner(s) and the developer's/owner(s) successors, heirs, executors, and assigns.

IN WITNESS WHEREOF, said \_\_\_\_\_, as Developer and the Cecil County Government has caused these presents to be signed.

WITNESS:

\_\_\_\_\_

DEVELOPER:

\_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-Mail

APPROVED:

\_\_\_\_\_  
By: Eric S. Sennstrom  
Director

(SAMPLE)

**ESCROW ACCOUNT**

(DATE)

Cecil County Government  
Cecil County Department of Land Use and Development Services  
Division of Planning & Zoning  
200 Chesapeake Boulevard, Room 2300  
Elkton, MD 21921

Dear County Executive (Name),

Mr./Ms. (Developer's Name) has deposited \$ (amount deposited) into account # \_\_\_\_\_ being held by (name of financial institution).  
These funds shall be available to Cecil County Government should the required landscaping requirements not be completed in accordance with the Cecil County Zoning Ordinance and/or Cecil County Forest Conservation Regulations.

We hereby authorize you to withdraw funds if the landscaping requirements are not fulfilled. Any withdrawal of monies from the account must be authorized in writing by Cecil County Government or their authorized agent.

**Name of Lending Institution**

Signature

Name

Position/Title

***Please submit an original copy of this documentation (on bank letterhead) to this office. A copy of the deposit slip (bearing the account number) showing that the monies have been deposited must accompany the documentation.***

Irrevocable Letter of Credit

Cecil County Government  
Department of Land Use & Development Services  
Division of Planning & Zoning  
Chesapeake Boulevard, Room 2300  
Elkton, Maryland 21921

Date: \_\_\_\_\_  
Number: \_\_\_\_\_  
Expiration: **(date + two years):**

Dear County Executive (Name):

We hereby authorize you to draw on     **Name of Financial Institution**     for the account of     **Developer**    , in a sum not to exceed     **Bond Amount**     by your sight draft(s) without documents required.

The draft(s) shall cover costs associated with the installation of landscaping material associated with the development of     **Project Name**     located at     **Project Location**    

The draft(s) must be drawn and negotiated on/or before     **Date of Expiration**     or any extended expiration date.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date unless ninety (90) days prior to such expiration date you are notified by registered letter that we elect not to consider this Letter of Credit renewed by any such additional period.

Each draft drawn must state "Drawn under     **Name of Financial Institution**    ,     **Address**    , Letter of Credit #      Dated     **Date Issued**     from the account of     **Developer Name**    ."

We hereby agree with bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation.

\_\_\_\_\_  
**Financial Institution**  
\_\_\_\_\_  
**Signature**  
\_\_\_\_\_  
**Name and Title**

Except as otherwise expressly stated herein, this credit is subject to the "Uniform Customs and Practice for Documentary Credits." (1983 Revision) International Chamber of Commerce Brochure #400.