DECLARATION OF COVENANTS
INSPECTION/MAINTENANCE OF RUNOFF CONTROL MEASURES

THIS DECLARATION, made this _____day of_____, 200__, between _____, and all successors in interest, hereinafter referred to as the "COVENANTOR(S)," owner(s) of the following property: _____on which management practices, hereinafter referred to as "BMPs", or stormwater management facilities, hereinafter referred to as “SWM Facilities”, to control stormwater runoff have been constructed, and Town of Colonial Beach, Virginia, hereinafter referred to as the "TOWN."

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 TOWN as follows:

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

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

3. The COVENANTOR(S) shall provide and maintain perpetual access from public rights-of-way to the BMPs and/or SWM Facilities for the TOWN, its agents and its contractors.

4. The COVENANTOR(S) shall grant the TOWN, its agents and its contractors, a right of entry to the BMPs and/or SWM Facilities for the purpose of inspecting, installing, maintaining or repairing the BMPs and/or SWM Facilities, as necessary.

5. If, after reasonable notice by the TOWN, the COVENANTOR(S) shall fail to maintain the BMPs and/or SWM Facilities to control stormwater runoff in accordance with the requirements of Article 22 of the TOWN Code in effect at the date of these covenants, the TOWN may perform all necessary repair or maintenance work, and the TOWN may assess the COVENANTOR(S) and/or all property served by the BMPs and/or SWM Facilities for the cost of the work and any applicable penalties.

6. The COVENANTOR(S) shall indemnify and save the TOWN harmless from any and all claims for damages to persons or property arising from the installation, maintenance, repair, operation or use of the BMPs and/or SWM Facilities.

7. The COVENANTOR(S) shall promptly notify the TOWN when the COVENANTOR(S) legally transfer any of the COVENANTOR(S)' responsibilities for the BMPs and/or SWM Facilities. The COVENANTOR(S) shall supply the TOWN with a copy of any document of transfer, executed by both parties.

8. 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 BMPs and/or SWM Facilities as long as they own an interest in the property.

9. This COVENANT shall be recorded in the Circuit Court of the Town of Colonial Beach.

IN WITNESS WHEREOF, the COVENANTOR(S) has executed this DECLARATION OF COVENANTS as of this day of _____, 200___.

COVENANTOR: _____
Signature

ATTEST: _____, _____
Type Name Title

COVENANTOR: _____
Signature

ATTEST: _____, _____
Type Name Title

COVENANTOR: _____
Signature

ATTEST: _____, _____
Type Name Title

COVENANTOR: _____
Signature

ATTEST: _____, _____
Type Name Title

STATE OF VIRGINIA
CITY/TOWN OF _____

I hereby certify that on the day of _____, 200__, before the subscribed, a Notary Public of the State of Virginia, and for the City/TOWN of_____, aforesaid personally appeared before me
_____, _____;
_____, _____;
_____, _____;
_____,_____;
and did acknowledge the aforegoing instrument to be their Act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 200__.

_____
Notary Public

My Commission expires: _____

Approved as to form: _____
TOWN Attorney