

## DECLARATION OF RESTRICTIVE COVENANTS FOR INSPECTION & MAINTENANCE

This Declaration of Restrictive Covenants for Inspection and Maintenance (hereinafter the "Declaration of Agreement") is made on the 8 day of January, 2001 by ABC Building (hereinafter the "Owner"), for itself and its successors and assigns, for the benefit of Geauga Soil and Water Conservation District (hereinafter the "District").

### RECITALS

WHEREAS, Owner owns real property located in Any Township, Geauga County, Ohio, the legal description for such real property being attached hereto as Exhibit A (hereinafter the "Property"); and

WHEREAS, Owner will construct certain improvements on the Property and, in connection therewith, will cause to be constructed on the Property a storm water retention basin; and

WHEREAS, Owner desires to describe herein its agreements with respect to the inspection and maintenance of the said storm water retention basin, and certain other agreements in connection therewith, all of such agreements to be for the benefit of the District.

NOW, therefore, ABC Building hereby declares the following agreements and covenants for the Property:

1. DEFINITIONS: As used in this Declaration of Agreements, the following terms shall have the designated meanings:
  - (a) Facility: That certain storm water detention basin facility consisting of an approximate X-acre pond and all associated appurtenances on the Property, which is further described on Exhibit B attached hereto.
2. MAINTENANCE:
  - (a) It is the Owner's responsibility to maintain and make all necessary repairs to the Facility located on the Property to ensure its original designed function including but not limited to the following: (Insert as appropriate for type of structure(s))

- 1) Stormwater Pond Monthly Maintenance
    1. Removal of floating debris
    2. Removal of woody vegetative growth from pond area including embankments
    3. Removal of trash and/or sediment accumulation
    4. Removal of obstructions in orifices and/or outlets
    5. Mowing of pond, banks, and dam
  - 2) Stormwater Pond Annual Maintenance
    1. Repair erosion to the outfall or spillway
    2. Repair and/or replace any damaged structures (i.e. catch basins, risers, pipes, headwalls)
    3. Repair animal burrows and/or other leaks in the dam
    4. Debris should be removed from overflow spillway and grates.
  - 3) Infiltration Trench Monthly Maintenance
    1. Remove debris from all inlet and outlet pipes
    2. Mowing of vegetated area and ensuring not driven over to reduce over compaction
    3. Ensure trench is dewatering between storms and not bypassing facility
  - 4) Infiltration Trench Annual Maintenance
    1. Removal of sediment in sediment traps or pretreatment swales
    2. Repair any aggregate areas
  - 5) Bioretention Area Monthly Maintenance
    1. Mowing of vegetated area and ensuring not driven over to reduce over compaction
    2. Replace and remove any diseased or dead plants
  - 6) Bioretention Area Annual Maintenance
    1. Mulch should be replaced annually at a depth of no greater than 3” and cover the entire area. Remove old compacted mulch prior to new mulch placement.
    2. Repair any areas that have eroded
3. CHANGES: Owner will not eliminate or make structural changes or modifications to the Facility without the prior written approval from the District.
  4. ACCESS: Owner hereby grants to the District the right to inspect the Facility. The District shall give the Owner at least ten days prior written notice of its intent to inspect the Facility. Owner hereby grants to the District the right to enter upon the Property for purpose of inspection of the Facility, subject to requirements for notice described above.
  5. RECORDING: This Declaration of Agreements shall be recorded in the Geauga County Records’ Office.
  6. BINDING EFFECT: This Declaration of Agreements shall be binding upon and shall inure to the benefit of, the parties hereto and their successors and assigns; provided, however, upon a sale of the Property, the owner of the Property, including without limitation the Owner, shall be released from any and all liabilities and obligations under this Declaration of

Agreements which accrue from and after the date of sale. The Owner, and its successors and assigns, shall only be obligated hereunder so long as it or they own fee simple title to the Property. This Declaration of Agreements shall run with the land and shall be binding upon future owner thereof.

7. NOTICE: Any notice permitted or required to be given pursuant to the terms of this Declaration of Agreements shall be deemed properly given if either hand delivered, or mailed by certified U.S. mail, return receipt requested, or sent by overnight courier requiring signature of receipt, to the following addresses:

IF TO THE OWNER:

ABC Building  
Street Address  
City, State Zip

IF TO DISTRICT:

Geauga Soil and Water Conservation District  
14269 Claridon Troy Road  
PO Box 410  
Burton, OH 44021

A party hereto may change its address for purpose of Notice hereunder by giving written notice to the other party pursuant to requirements of this Section 7.

IN WITNESS WHEREOF, ABC Building has signed this Declaration of Agreements on the 8 day of January, 2001.

Signed in the presence of:

ABC Building

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

STATE OF OHIO

COUNTY OF GEAUGA

The foregoing instrument was acknowledged before me this 8 day of January, 2001 by Joe Owner the Owner of ABC Building on behalf of ABC Building.

\_\_\_\_\_  
NOTARY PUBLIC

This instrument prepared by: