**DECLARATION OF RESTRICTIONS AND COVENANTS**

This Declaration of Restrictions and Covenants made as of this day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Grantor"), having an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain land situated in \_\_\_\_\_\_ Township/Borough, \_\_\_\_\_\_\_County, Pennsylvania, containing +/- \_\_ acres and being designated as \_\_\_\_\_\_\_\_\_\_\_ on that certain Subdivision Plan recorded in \_\_\_\_ County Plot Book Volume \_\_\_\_\_, Page \_\_\_\_\_, and being \_\_\_\_\_\_ County Tax Parcel # \_\_\_\_\_\_\_\_\_, and being more particularly described in that certain Deed recorded to \_\_\_\_\_\_ County Instrument No. \_\_\_\_\_\_\_\_\_\_\_\_\_(“the Property"); and

WHEREAS, Grantor has agreed to provide this Declaration of Restrictions and Covenants to protect the Property; and

WHEREAS, the Property is included within the boundary of a NPDES Permit for Discharges Associated with Construction Activity (PA \_\_\_\_\_\_\_\_\_\_\_\_\_) which permit identifies certain Post Construction Best Management Practices (PCBMPs) located on the Property;

WHEREAS, Grantee has agreed to be responsible for implementation of the approved Operation and Maintenance Plan for the PCBMPs located on the Property as described in the Operation and Maintenance Plan which is attached to this Declaration of Restrictions and Covenants as Appendix 1 and incorporated herein.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions hereinafter set forth in this Declaration of Restrictions and Covenants, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor provides and files this Declaration of Restrictions and Covenants:

1. Purpose. It is the purpose of this Declaration of Restrictions and Covenants to provide notice and to the operation and maintenance of the PCBMPs on the Property and to prevent the use or development of the Property in any manner that will impair or conflict with the operation and maintenance of the PCBMPs.

2. Declaration of Restrictions and Covenants. Grantor hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to this Declaration of Restrictions and Covenants which shall run with the land and be binding on all heirs, successors, assigns, occupiers, and lessees.

Grantor hereby grants and conveys this Declaration of Restrictions and Covenants in Gross with respect to the Property.

3. Perpetual Duration. The provisions of this Declaration of Restrictions and Covenants shall be deemed to be covenants running with and binding the land comprising the Property, and shall continue in perpetuity.

4. Rights Department of Environmental Protection. To accomplish the purposes stated above, the following rights are conveyed to the Pennsylvania Department of Environmental Protection (Department):

1. To identify, to preserve and to protect in perpetuity the PCBMPs in a manner consistent with the Operation and Maintenance Plan.
2. To enter upon the Property ina reasonable manner and at reasonable intervals and times for the purpose of monitoring compliance with this Declaration of Restrictions and Covenants.
3. To proceed at law or in equity to enforce the provisions of this Declaration of Restrictions and Covenants, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

5. Reserved Rights. Grantor reserves and excepts unto itself and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Declaration of Restrictions and Covenants.

6. Successors. The covenants, terms and restrictions of this Declaration of Restrictions and Covenants shall be binding upon and inure to the benefit of the Grantor hereto and its successors and assigns and shall continue as a servitude running with the Property inperpetuity.

7. Subsequent Transfers. The terms of this Declaration of Restrictions and Covenants shall be incorporated by reference into any deed or other legal instrument by which Grantor divests itself by sale, exchange, devise or gift of all or any portion of the Property. Failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Declaration of Restrictions and Covenants or limit its enforceability in any way. Upon valid sale or transfer of Grantor’s ownership interest to a successor or assign and notice as required by this paragraph, Grantor shall be released from any responsibility for any violation of the terms of this Declaration of Restrictions and Covenants caused by Grantor’s successors or assigns or any third party which occurs subsequent to such sale or transfer.

8. Recordation. Grantor shall record this instrument in the Official Records of \_\_\_\_\_\_\_\_County, Pennsylvania. Grantor shall pay all recording costs necessary to record this Declaration of Restrictions and Covenants in the public records.

9. Notices. All notices, consents, approvals or other communications required under the provisions of this Declaration of Restrictions and Covenants shall be in writing and shall be deemed properly given if hand delivered, sent by a nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest, at the address most recently provided.

10. Miscellaneous Provisions.

1. Severability. If any provision of this Declaration of Restrictions and Covenants or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration of Restrictions and Covenants and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected by the invalid provision.
2. Amendment. This Declaration of Restrictions and Covenants may not be amended, terminatedor in any way modified by the Grantor without the express approval of the Department.
3. Controlling Law. The interpretation and performance of this Declaration of Restrictions and Covenants shall be governed by the laws of the Commonwealth of Pennsylvania.
4. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, the undersigned, being the Grantor herein, have hereunto set their hands and seals on the day and year first above written.

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing document, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Notary Public