

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

**DECLARATION OF COVENANT
FOR MAINTENANCE AND INSPECTION OF STORMWATER BMPS**

Grantor: _____

Grantee: City of Clyde Hill

Legal Description: _____

Additional Legal(s) on: _____

Assessor's Tax Parcel ID#: _____

IN CONSIDERATION of the approved City of Clyde Hill (check one of the following)

- residential building permit, commercial building permit, clearing and grading permit,
subdivision permit, or short subdivision permit for Application No. _____

relating to the real property ("Property") described above, the Grantor(s), the owner(s) in fee of that Property, hereby covenants(covenant) with the City of Clyde Hill, a State of Washington Municipal Corporation, ("City"), that he/she(they) will observe, consent to, and abide by the conditions and obligations set forth and described in Paragraphs 1 through 8 below with regard to the Property.

Grantor(s) hereby grants(grant), covenants(covenant), and agrees(agree) as follows:

1. Grantor(s) or his/her(their) successors in interest and assigns ("Owners") shall retain, uphold, and protect the stormwater management devices, features, pathways, limits, and restrictions, known as on-site stormwater best management practices ("BMPs"), shown on the approved Stormwater BMP Site Plan for the Property attached hereto and incorporated herein as Exhibit A.

2. The Owners shall at their own cost, operate, maintain, and keep in good repair, the Property's BMPs as described in the approved Design and Maintenance Details for each BMP attached hereto and incorporated herein as Exhibit B.

3. City of Clyde Hill shall provide at least 30 days written notice to the Owners that entry on the Property is planned for the inspection of the BMPs. After the 30 days, the Owners shall allow the City of Clyde Hill to enter for the sole purpose of inspecting the BMPs. In lieu of inspection by the City, the Owners may elect to engage a licensed civil engineer registered in the state of Washington who has expertise in drainage to inspect the BMPs and provide a written report describing their condition. If the engineer option is chosen, the Owners shall provide written notice to the City of Clyde Hill within fifteen days of receiving the City's notice of inspection. Within 30 days of giving this notice, the Owners, or the engineer on behalf of the Owners, shall provide the engineer's report to the City. If the report is not provided in a timely manner as specified above, the City may inspect the BMPs without further notice.

4. If the City of Clyde Hill determines from its inspection, or from an engineer's report provided in accordance with Paragraph 3, that maintenance, repair, restoration, and/or mitigation work is required for the BMPs, the City shall notify the Owners of the specific maintenance, repair, restoration, and/or mitigation work (Work) required under Chapter 15.10 of the Clyde Hill Municipal Code ("CHMC"). The City shall also set a reasonable deadline for completing the Work or providing an engineer's report that verifies completion of the Work.

After the deadline has passed, the Owners shall allow the City access to re-inspect the BMPs unless an engineer's report has been provided verifying completion of the Work. If the work is not completed properly within the time frame set by the City, the City may initiate an enforcement action. Failure to

properly maintain the BMPs is a violation of CHMC Chapter 15.10 and may subject the Owners to enforcement under the CHMC, including fines and penalties.

5. Apart from performing routine landscape maintenance, the Owners are hereby required to obtain written approval from the City before performing any alterations or modifications to the BMPs.

6. Any notice or approval required to be given by one party to the other under the provisions of this Declaration of Covenant shall be effective upon personal delivery to the other party, or after three (3) days from the date that the notice or approval is mailed with delivery confirmation to the current address on record with each Party. The parties shall notify each other of any change to their addresses.

7. This Declaration of Covenant is intended to promote the efficient and effective management of surface water drainage on the Property, and it shall inure to the benefit of all the citizens of Clyde Hill. This Declaration of Covenant shall run with the land and be binding upon Grantor(s), and Grantor's(s') successors in interest and assigns.

8. This Declaration of Covenant may be terminated by execution of a written agreement by the Owners and City of Clyde Hill that is recorded by King County in its real property records.

IN WITNESS WHEREOF, this Declaration of Covenant for the Maintenance and Inspection of Flow Control BMPs is executed this ____ day of _____, 20____.

GRANTOR, owner of the Property

GRANTOR, owner of the Property

STATE OF WASHINGTON)
COUNTY OF KING)ss.

On this day personally appeared before me:

_____, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this ____ day of _____, 20____.

Printed name
Notary Public in and for the State of Washington,
residing at

My appointment expires _____