

[maintain 3" top margin]

MAINTENANCE DECLARATION

THIS DECLARATION (“Declaration”) is made this _____ day of _____, 20__, by _____, [*marital status if individuals*] (“Declarant”) in favor of the Comfort Lake–Forest Lake Watershed District, a special purpose local unit of government with purposes and powers pursuant to Minnesota Statutes Chapters 103B and 103D.

RECITALS

WHEREAS, Declarant is the owner of real property within the City of _____, [*Washington/Chisago*] County, Minnesota, platted and legally described as:

[legal description]

(the “Property”) and no one other than Declarant, [name parties executing declaration of Consent and Subordination, if any], has any right, title or interest in the Property; and

WHEREAS, the Property constitutes the entirety of the land to which Comfort Lake–Forest Lake Watershed District (CLFLWD) Permit # _____ applies; and

WHEREAS, Declarant desires to subject the Property to certain conditions and restrictions imposed by the CLFLWD as a condition to issuance of Permit # _____ for the mutual benefit of the CLFLWD and the owners of the Property.

NOW, THEREFORE, Declarant makes this Declaration and hereby declares that this Declaration shall constitute covenants to run with the Property in perpetuity, and further declares that the Property shall be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration, all of which shall be binding on all persons owning or acquiring any right, title or interest in the Property and their heirs, successors, personal representatives and assigns.

1. Wetland Buffer. Buffer on wetlands, as delineated on the scaled site plan for the Property, attached hereto and incorporated herein as Attachment A, shall be maintained in perpetuity in accordance with the restrictions on and requirements for vegetative composition and disturbance attached hereto and incorporated herein as Attachment __, Wetland Buffer Requirements.

2. Stormwater Facilities. The terms of the Stormwater Management Facility Maintenance Schedule, attached hereto and incorporated herein as Attachment __, will apply to the stormwater management facilities shown in Attachment A, identified as follows:

[list stormwater management facilities]

3. Waterbody Crossings. The waterbody crossing(s) shown in Attachment A, shall be maintained in perpetuity. Crossings in contact with the bed or bank of a waterbody shall be maintained in good repair at all times to ensure continuing adequate hydraulic and navigational capacity; to assure no net increase in the flood stage; to prevent adverse effects to water quality, changes to the existing flowline/gradient, and increased scour, erosion or sedimentation; and to prevent obstruction of the waterbody.

4. Street Sweeping. All public and community streets, ways and parking areas within the Property, as delineated in Attachment A, shall be swept at least twice each year, in the spring following snowmelt and in the fall after leaf fall.

5. Swales and Pervious Areas. Swales and pervious areas as delineated on Attachment A shall be preserved in perpetuity in a pervious, vegetated state.

6. **Annual Report.** By January 31 of each year, a concise written report will be provided to the CLFLWD Administrator stating the dates of inspections and maintenance, facilities and locations inspected, inspection results and maintenance or other work performed on the facilities during the preceding calendar year.

7. **Violation.** Violation of any inspection, maintenance or reporting provision is a violation of the CLFLWD permit for the project for which the CLFLWD may take action against the property owner. If after hearing the CLFLWD Board of Managers finds an inspection or maintenance violation, after written notice to the property owner and 30 days' opportunity to cure the CLFLWD may enter the property and remedy the violation and shall be reimbursed by the property owner for costs, including reasonable attorneys' fees incurred to establish and implement the right of entry. The CLFLWD will repair any damage to the real property.

8. **Public Covenants.** The covenants and restrictions in this Declaration are established for the benefit of the CLFLWD as a public body and the benefit of appurtenant public resources, and are not intended as "private covenants, conditions or restrictions" within the meaning of Minnesota Statutes §500.20.

9. **Recitals.** The recitals set forth above are expressly incorporated herein.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth.

DECLARANT:

By: _____
[name and representative capacity, if applicable]

STATE OF MINNESOTA)
)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ [*marital status, if individual(s)*] [*as _____ of _____ (if in representative capacity)*].

Notary Public

This Instrument Was Drafted By:

