

CHECK LIST

Declaration of Covenants For Storm and Surface Water Facility And System Maintenance

The Declaration of Covenants (Norfolk Seal as Watermark) must be filled out in its entirety prior to site plan approval. There are multiple versions of the document on the city's storm water website. Each version has both an electronic version and a printable version. Please choose the document that best fits your site.

- Declaration of Covenants – to be used during general site development
- Subdivision Declaration of Covenants – to be used only for subdivisions
- 10% Reduction Declaration of Covenants – to be used when the site does a 10% reduction in-lieu of the installation of a storm water management facility or Best Management Practice (BMP)

The Declaration must be signed by the designated Covenator and notarized. The Covenator is the owner of the property or a registered agent. If the person signing the document is an agent, they must be able to certify that they are legally authorized to sign the document. Proper documentation reflecting this certification should be included in the agreement as an Exhibit such as a Power of Attorney.

Once the Declaration has been completed, the document along with a check will be delivered to the City of Norfolk, Division of Environmental Storm Water Management at 2233 McKann Avenue, Norfolk VA 23509. For specific directions to the office, contact the main line at 823-4000.

A fee is associated with the filing of this document with the Clerk of the Court. The \$22 check will be payable to the "Clerk of the Circuit Court". This amount may be subject to changes based on the fees assessed by the Clerk of the Court.

Once the document has been filed with the Clerk of the Court, two copies will be produced. One copy will remain on file in the Division of Environmental Storm Water Management. The other copy will be mailed to the Covenator.

If a Home Owners or Condo association is formed, a copy of the bi-laws outlining BMP maintenance must be presented to the Division of Environmental Storm Water Management upon development of the association. A copy of the bi-laws will remain on file with the Division.

Exhibit A must be completed in its entirety and approved by the Division of Surveys. The description must include the full legal description of all pieces of land to be included in the best management practice drainage system or covered under this declaration of covenants.

Subdivisions shall have the legal description of the entire subdivision to be covered under the best management practice drainage system or covered under this declaration of covenants. IF a subdivision is formed, **Exhibit B** must be completed to include the **Subdivision Plat**. If the site plan is modified to include BMPs after the original subdivision has been developed, an updated subdivision plat must be completed and filed with the Clerk of the Court as an update to the agreement to include the BMP drainage system.

Site Plan Number: City approved site plan number

DECLARATION OF COVENANTS
For Storm and Surface Water Facility
And System Maintenance

THIS DECLARATION OF COVENANTS made this date day of month, 20 year, by name of covenantor, hereinafter referred to as the "covenantor" to and for the benefit of the City of Norfolk, Virginia and its successors and assigns, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City of Norfolk as set forth in the City's ordinances; and

WHEREAS, the Covenantor is the owner of a certain tract or parcel of land more particularly described as: Address or Lot description and legally described in **Exhibit A**, [and include the subdivision plat described in **Exhibit B**] attached hereto and made a part hereof; and attached hereto and made a part hereof; and

WHEREAS, the Covenantor and/or its assigns desire to construct certain improvements on its property which will alter extant storm and surface water conditions on both the property and adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Covenantor and/or its assigns desire to build and maintain at its expense, a storm and surface water management facility and system more particularly described and shown on plans titled Title of the plans approved for the site, and dated date day of month, 20 year; and

WHEREAS, the City has reviewed and approved these plans subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the benefits received by the Covenantor and/or its assigns as a result of the City's approval of his plans, Covenantor and/or its assigns, with full authority to execute deeds, deeds of trust, other covenants, and all rights, title and interest in the property described above does hereby covenant with the City as follows:

1. Covenantor and/or its assigns shall construct and perpetually maintain, at its sole expense, the above referenced storm and surface management facility and system in strict accordance with the plan approval granted by the City, so that it continues to operate as designed and approved.
2. Covenantor and/or its assigns shall, at its sole expense, make such changes or modifications to the storm drainage facility and system as may, in the City's discretion,

be determined accordance with the specifications included in the plans which have which have been reviewed and approved by the City.

3. The City, its agents; employees and contractors shall have the perpetual right of the ingress and egress over the property of the Covenantor and/or its assigns and the right to inspect at reasonable times and in reasonable manner, the storm and surface water facility and system in order to insure that the system is being properly maintained and is continuing to perform in an adequate manner.
4. The Covenantor and/or its assigns agree that should it fail to correct any defects in the above-described facility and system within ten (10) days from the receipt of written notice, or shall fail to maintain the facility in accordance with the approved design standards and with the law and applicable regulations or, in the event of an emergency as determined by the City in its sole discretion, the City is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction the City deems necessary. The City shall then assess the Covenantor and/or its assigns and/or all landowners served by the facility and such assessment may be placed on the property tax bills of said properties and collected as ordinary taxes by the City.
5. Covenantor and/or its assigns shall indemnify, save harmless and defend the City from and against any and all claims, demands, suits, liabilities, losses, damages and payments including attorney fees claimed or made by persons not parties to the Declaration against the City that area alleged or proven to result or arise from the failure of the Covenantor and/or its assigns to comply with the appropriate construction, operation, or maintenance of the storm and surface water facility and system that is the subject of this Covenant.
6. The covenants contained herein shall run with the land and the Covenantor and/or it assigns further agree that whenever the property shall be held, sold and conveyed, it shall be subject to the covenants, stipulations, agreements and provisions of this Declaration, which shall apply to, bind and be obligatory upon the Covenantor hereto, its heirs, successors and assigns and shall bind all present and subsequent owners of the property served by the facility.
7. The Covenantor and/or its assigns shall promptly notify the City when the Covenantor and/or its assigns legally transfer any of the Covenantor's and/or its assigns responsibilities for the facility. The Covenantor and/or its assigns shall supply the Department of Public Works, Division of Environmental Storm Water Management, 2233 McKann Avenue, Norfolk, VA 23509, with a copy of this document of transfer, executed by both parties and a copy this document acknowledged by both parties. Upon the City's receipt of the document to transfer, the conveying owner of the property (whether the Covenantor or its assigns) shall be released from all liability arising under this Declaration of Covenants subsequent to the date of conveyance, but such conveying owner shall remain liable for any and all obligations that accrue prior to such date.
8. The provisions of the Declaration shall be severable and, if any phrase, clause, sentence of provision is declared unconstitutional, or the applicability thereof to the Covenantor

and/or its assigns is held invalid, the remainder of the Covenant shall not be affected thereby.

9. The Declaration shall be recorded at the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia at the Covenantor's or its assign's expense.
10. In the event that the City shall determine at its sole discretion at any future time that the facility is no longer required, then the City shall at the request of the Covenantor and/or its assigns execute a release of this Declaration of Covenants which the Covenantor and/or its assigns shall record at its expense.

IN WITNESS WHEREOF, the Covenantor has executed this Declaration of Covenants of the date day of month , 20 year . The Covenantor represents and warrants as of the date of this Agreement that:

1. The Covenantor has the right, title, and authority to enter into this Agreement and to perform its obligations hereunder; and
2. The person signing this Agreement has the full and complete authority to do so.

By: Signature of Covenantor
(Signature)

Print Name: Printed Name of Covenantor

Title: N/A or Title of Person signing document

Mailing Address: Mailing address for Covenantor

STATE OF VIRGINIA
CITY OF NORFOLK, to wit:

The foregoing instrument was acknowledged before me this date day of month , 20 year .

 Signature of Notary
NOTARY PUBLIC

My Commission Expires: Date

Sealed by Notary Public

TRANSFER OWNERSHIP OF
DECLARATION OF CONVENANTS

To: SUBSEQUENT PURCHASERS OF THE ABOVE-MENTIONED PROPERTY
SEEN AND AGREED:

By: _____
(Signature)

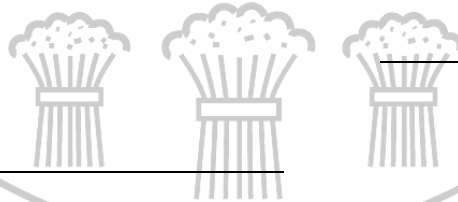
Print Name: _____

Title: _____

Mailing Address: _____

STATE OF VIRGINIA
CITY OF NORFOLK, to wit:

The foregoing instrument was acknowledged before me this ____ day of
_____, 20____.



NOTARY PUBLIC

My Commission Expires: _____



Site Plan Number: City approved site plan number

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY
SET FORTH IN THE DECLARATION OF COVENANTS

Legal Address of the property

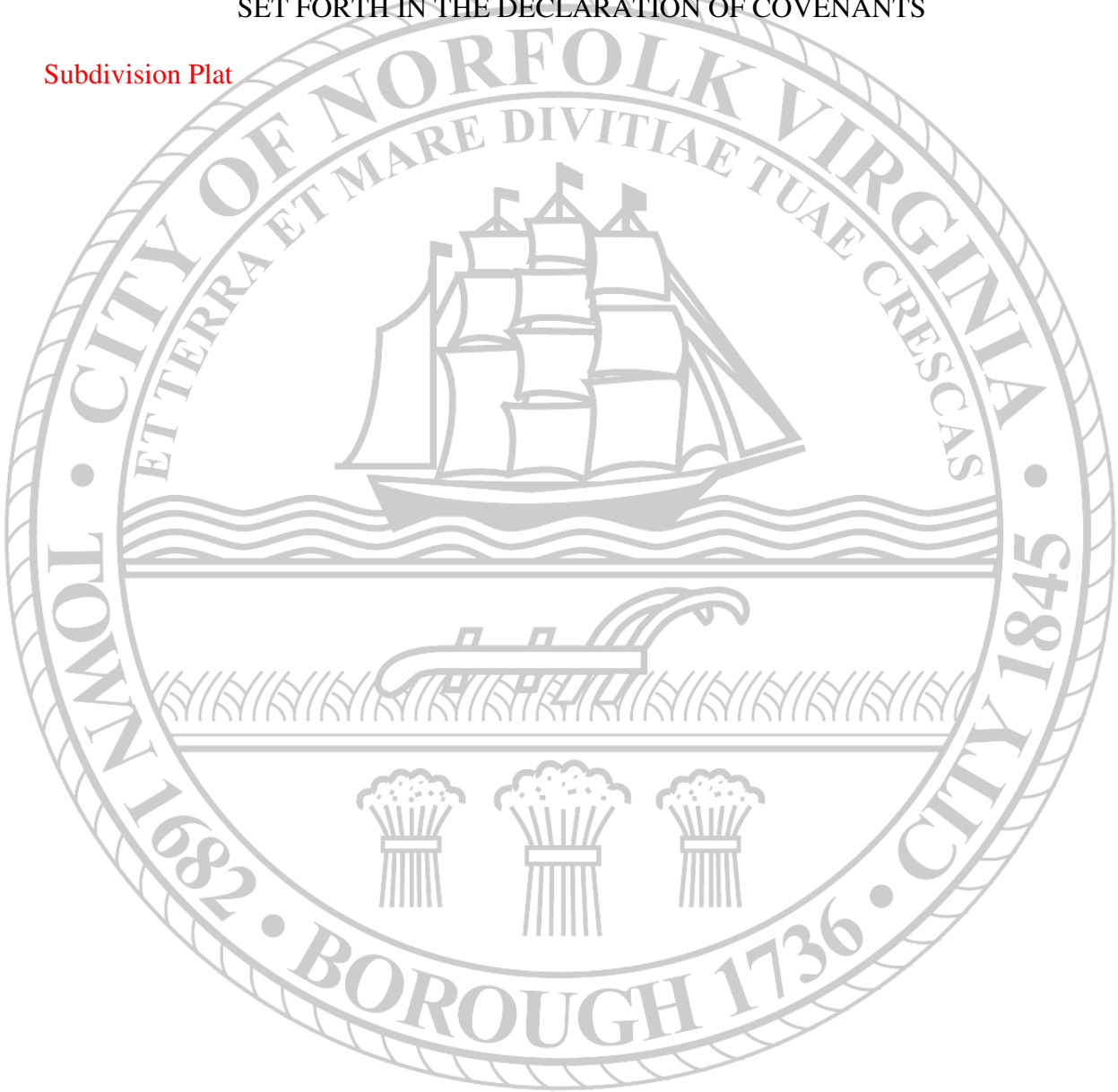


Site Plan Number: City approved site plan number

EXHIBIT B

SUBDIVISION PLAT OF THE PROPERTY
SET FORTH IN THE DECLARATION OF COVENANTS

Subdivision Plat



LAND RECORD INSTRUMENT
COVER SHEET – FORM A

TAX EXEMPT: YES NO CITATION: _____

DATE OF INSTRUMENT: []]
INSTRUMENT TYPE: []]
NUMBER OF PARCELS: []]
NUMBER OF PAGES: []]

CITY OF NORFOLK

First & Second Grantors

Last Name (ALL CAPS)	First Name	Middle Name/Initial	Suffix
[]	[]	[]	[]
[]	[]	[]	[]

First & Second Grantees and/or Trustees

Last Name (ALL CAPS)	First Name	Middle Name/Initial	Suffix
[]	[]	[]	[]
[]	[]	[]	[]

Grantee and/or Trustee Address:

(Name) []]
(Address) []]
(City, State, Zip) []]

Consideration [] Existing Debt [] Assumption Balance []

Assessed Value []]

Prior Inst. Recorded at: City of Norfolk

Book [] Page [] Instrument No. []

Short Property Description:



Current Property Address

(Address) []]
(City, State, Zip) []]

Instrument Prepared By: []]

Return Recording to:

(Name) []]
(Address) []]
(City, State, Zip) []]

