

**COVENANT RUNNING WITH THE LAND**

A **COVENANT** to Clark County, State of Washington, hereinafter "County", entered into the conjunction with SFR # and ENG # \_\_\_\_\_, of certain real property as more particularly described as (Lot #, section, township, range) \_\_\_\_\_, incorporated therein by this reference. A copy of the legal description and of an expanded portion of the plan is attached hereto and incorporated by reference as Exhibit "A" and "B", hereinafter "**SITE**" whereby the owners of said real property on behalf on themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, covenant that they will maintain the stormwater control and treatment facilities located \_\_\_\_\_(Lot #, section, township, range)(hereinafter "**FACILITIES**"), and that the County will have access to the **FACILITIES**.

Owners herein covenant and agree to Clark County on behalf of themselves and all of their heirs, assigns and successors in interest into whose ownership the SITE might pass, as follows, it being specifically agreed and covenanted that this is a covenant running with the land hereinafter described in Exhibit "A".

1. The purposes of this covenant are to ensure that the owners of the real property known as \_\_\_\_\_(Lot #, section, township, range) and all of their heirs, assigns, and successors in interest to that property will be responsible for inspection and maintenance of the **FACILITIES** as required by Chapters 13.26A and 40.380/40.385/40.386 of the Clark County Code (CCC), and that the County will allow access to the **FACILITIES**. \_\_\_\_\_) initials

2. The owners of the real property known as \_\_\_\_\_ (Lot #, section, township, range) and all of their heirs, assigns, and successors in interest to that property will inspect and maintain the **FACILITIES** according to the requirements of the County Stormwater Manual, as further described in CCC Chapters 13.26A and 40.380/40.385/40.386. All areas designated as Full Dispersion into Native Vegetation shall be left permanently undisturbed in a substantially natural state. Any cleared areas for trails may not exceed eight percent of the preserved area. Dangerous or diseased trees that are removed shall be replaced by similar or native species. Utilities and utility easements for water lines, waste water lines, underground electrical wiring and utility poles are allowed. If the restrictions of this covenant are not met, the County may perform this maintenance and bill the parties responsible for the maintenance in accordance with CCC 32.04.60.
3. Nothing in this covenant shall be construed to provide for public use of or entry into the stormwater quantity and quality facilities as shown on Exhibit "B". However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this covenant.
4. The provisions of this covenant are enforceable in law in equity by Clark County and its successors.
5. This covenant and all of its provisions, and each of them shall be binding upon the owner and any and all of their heirs, assigns and successors in interest into whose ownership **FACILITIES** may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the **FACILITIES** may pass,
6. The provisions of this Covenant are enforceable in law or equity by Clark County and its successors; provided, however, that in the event the real property is annexed into a City that the enforcement and modification of the Covenant shall be transferred to the annexing jurisdiction upon the effective date of the annexation and Clark County shall not be required to review or consent to any modification or to be involved in any enforcement of said covenant, ( \_\_\_\_\_ ) initials



Acknowledgment of Corporation

STATE OF WASHINGTON

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

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and seal the day and year first above written.

\_\_\_\_\_

Notary Public residing at \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

State of Washington

County of \_\_\_\_\_

On this \_\_\_\_\_ [date], before me personally came \_\_\_\_\_ [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at \_\_\_\_\_ [address], that she/he is \_\_\_\_\_ [title] of \_\_\_\_\_ [corporation], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that she/he signed her/his name thereto by like order.

\_\_\_\_\_

Notary Public residing at \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**REFERENCE:**

[Statutory Authority: Chapter 90.76 RCW. 90-24-017, § 173-360-493, filed 11/28/90, effective 12/29/90.]