

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

**DECLARATION OF COVENANT
FOR MAINTENANCE AND INSPECTION OF FLOW CONTROL BMPS**

Grantor: _____

Grantee: City of Kenmore

Legal Description: _____

Additional Legal(s) on: _____

Assessor's Tax Parcel ID#: _____

IN CONSIDERATION of the approved City of Kenmore (check one) 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 Kenmore, a political subdivision of the state of Washington, and its successors in interest and assigns ("City of Kenmore " and "the City", or "its municipal successor"), that he/she (they) will observe, consent to, and abide by the conditions and obligations set forth and described in Paragraphs 1 through 7 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 flow control best management practices ("BMPs"), shown on the approved 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 maintenance details for each BMP attached hereto and incorporated herein as Exhibit B. If no attachment is provided, then maintenance shall be completed in accordance with Appendix 'C' of the current King County Surface Water Design Manual (KCSWDM).
3. If the City of Kenmore determines from its inspection, 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 Section 13.35 of the Kenmore Municipal Code (KMC). 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 of Kenmore may initiate an enforcement action. Failure to properly maintain the BMPs is a violation of KMC Section 13.35 and may subject the Owners to enforcement under the KMC, including fines and penalties.
4. Apart from performing routine landscape maintenance, the Owners are hereby required to obtain written approval from the City of Kenmore before performing any alterations or modifications to the BMPs.
5. 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.
6. 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 King County and its municipal successors and assigns. This Declaration of Covenant shall run with the land and be binding upon Grantor(s), and Grantor's(s') successors in interest and assigns.
7. This Declaration of Covenant may be terminated by execution of a written agreement by the Owners and the City of Kenmore 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_____

Exhibit A

This property has utilized the reduced impervious surface credit per 2009 KCSWDM C.2.9 as the applicable flow control BMP. Accordingly, by signing above, the applicant agrees to limit the impervious surfaces on the property to a maximum of 3,508 square feet. This restriction shall run with the land and is binding on the current property owner and all successors.

TEXT OF INSTRUCTIONS FOR RESTRICTED FOOTPRINT

Your property contains a stormwater management flow control BMP (best management practice) known as "restricted footprint," the practice of restricting the amount of impervious surface that may be added to a property so as to minimize the stormwater runoff impacts caused by impervious surface. The total impervious surface on your property may not exceed 3,508 square feet without written approval either from the City of Kenmore or through a future development permit from the City of Kenmore.