



This instrument prepared by:
Metropolitan Department of Law
108 Metropolitan Courthouse
Nashville, Tennessee 37201

**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
SCMs FOR REGULATED RESIDENTIAL INFILL**

SWSF Permit No.: _____

Being on the Property conveyed to _____, the deed for which is of record in Instrument No. _____, R.O.D.C., Tennessee.

_____(individually or collectively, the “Declarant”), the owner of the real property described in Exhibit(s) _____ attached hereto and incorporated herein by reference (the “Property”), does hereby covenant, agree and declare as follows:

1. Declarant is lawfully seized of the Property and possessed of said land in fee simple and has good right to make the following declarations and covenants.
2. Declarant has prepared and submitted to Metro a Long Term Maintenance Plan (the “Plan”) acceptable to Metro, a copy of which is attached hereto, and shall thereafter provide for adequate long term maintenance and continuation of the stormwater control measures described in the Plan to ensure that all stormwater facilities (“Facilities”) and systems (“Systems”) required by the Plan are and remain in proper working condition in accordance with the Plan and with all applicable rules, regulations and laws. Declarant shall perform preventative maintenance activities at intervals described in the inspection schedule included in the Plan along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
3. Declarant shall submit to Metro an annual report by July 1st of each year. The report shall document the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct Systems and Facilities, the state of control measures, and notification of any planned change in responsibility for such Systems and Facilities.
4. Declarant hereby accords to Metro and its employees, agents and contractors a perpetual right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the Systems and Facilities.
5. Declarant hereby accords to Metro and its employees, agents and contractors a perpetual right of entry for access from public rights-of-way to the Systems and Facilities.



6. If, upon inspection, Metro determines that Declarant has failed to properly maintain the Systems and Facilities in accordance with the Plan, the Declarant acknowledges that Metro will in that event have the authority to order Declarant to perform such maintenance within ten (10) days. In the event the maintenance is not performed within the specified time, Declarant shall allow Metro to enter the property and take all reasonable steps to maintain the Systems and Facilities. Declarant acknowledges that Declarant understands that Metro is under no duty or obligation to maintain or repair the Systems and Facilities. Declarant shall reimburse Metro in full and upon demand for all costs incurred by Metro in the maintenance or repair of the Systems and Facilities and shall be liable to Metro for the reasonable costs of collection, including without limitation court costs and attorney fees.
7. Declarant shall reimburse Metro in full upon demand in the amount of any judgment rendered against Metro due to Declarant's failure to perform the obligations created by this instrument.
8. The Property may be used for any lawful purpose desired after the construction of all of the Systems and Facilities, provided that structural change, in the opinion of Metro (the discretion to give such opinion on behalf of Metro may be exercised by the Director of Water and Sewerage Services, or the Director's designee), will not destroy, weaken or damage them or interfere with their operation or maintenance. Additionally, prior to any changes or additions to or relocation of the improvements, the Declarant, successors and/or assigns must demonstrate to the satisfaction of the Director of Water and Sewerage Services that any such proposed change, addition, or relocation will not eliminate the improvement or interfere with or significantly change its needed operation, or otherwise pose a danger to the public health or safety. A map depicting any approved change, addition, or relocation of the improvements shall be recorded with reference to this instrument number.
9. These restrictions and covenants under this instrument shall become void if the structures on the property are demolished, the property is prepared for redevelopment, and the Director of Water and Sewerage Services certifies that all portions of the public storm water system on or immediately adjacent to the property have been restored to the existing condition as of the day of the execution of this instrument.

The Declarant shall provide this executed document along with associated recording fees (payable to the Davidson County Register of Deeds) to Metro Water Services for the purpose of recording this Declaration. Upon the recording of this Declaration by Metro in the office of the Register of Deeds for the county of Davidson, Tennessee, the foregoing restrictions and covenants shall run with the land and shall be binding on Declarant and all subsequent owners of the Property (or any portion thereof) and shall inure to the benefit of and be enforceable by Metro, its successors and assigns (although Metro's failure to exercise its enforcement rights in any particular situation shall not be deemed a waiver of them). Declarant, for itself and its successors in interest, further covenants to warrant and forever defend Metro's enforcement rights regarding the foregoing restrictions and covenants against the



adverse claims of all persons. Any plat recorded at or after the date of the filing of this Declaration shall reference the instrument number where this Declaration and its attachments are recorded and contain a note that the Declarant is responsible for maintaining the Systems and Facilities. The foregoing covenants and restrictions may not be modified or amended except by a recorded instrument signed by Declarant and Metro (the discretion to do so on behalf of Metro may be exercised by the Director), or their respective successors or assigns, and shall not be extinguished by merger of title or otherwise.



WITNESS my/our hand(s), this __ day of _____, 20__.

Declarant

Declarant

**STATE OF TENNESSEE
COUNTY OF DAVIDSON**

Before me, _____, a Notary Public of the State and County

aforsaid, personally appeared _____

with whom I am personally acquainted, and who, upon oath,
acknowledged _____

to be _____

the within named bargainer(s), _____ and that _____, as

such _____

being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this ____ day of _____, 20__.

_____, Notary Public

My Commission Expires _____.



FOR GOVERNMENT USE ONLY

I, _____, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this is a true and correct copy of the original documents executed and authenticated according to law as of _____.
Date

This instrument has been reviewed and approved by the Metro Water, Property Services.

Signature

**STATE OF TENNESSEE
COUNTY OF DAVIDSON**

Personally appeared before me, the undersigned, a notary for this County and State, _____, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Signature

MY COMMISSION EXPIRES: _____
Notary's Seal