

Declaration-Forest Conservation-Plat-I

RW
J.O.
Item (FC)
Election District

FOREST CONSERVATION
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 20____, by WILLIAM RONALD COLEMAN, JR. and JENNIFER D. COLEMAN, (the “Declarant”); and BALTIMORE COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC (the “County”).

WHEREAS, the Declarant is the owner in fee simple of all that property, situate and lying in the 1st Election District of Baltimore County, Maryland, and more particularly described in a Deed dated MARCH 9, 2017, and recorded in the Land Records of Baltimore County in Liber 38791, folio 0077, which was granted and conveyed by 3901 BRIAR KNOLL, LLC. to ILLIAM RONALD COLEMAN, JR. and JENNIFER D. COLEMAN (the “Property”). Said property is shown on a Subdivision Plat entitled _____ and recorded among the Plat Records of Baltimore County in Plat Book _____, folio _____ (the “Plat”); and

WHEREAS, Code of Maryland Regulations, as amended (hereafter referred to as “COMAR”) Section 08.19.05.02 requires the establishment of long-term protective measures for all land retained as forest, afforested, or reforested areas defined in Md. Code Ann. Nat. Res.§ 5-1601.

WHEREAS, the Baltimore County Environmental Protection and Sustainability (“EPS”) has primary responsibility for developing and implementing a local forest conservation program within Baltimore County pursuant to Md. Code Ann. Nat. Res.§ 5-1603; and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing _____ acre (_____ sq. ft.), more or less, as designated on the Plat as _____ (the “Forest Conservation Easement”), the Declarant desires to protect said Forest Conservation Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. Except as provided for in an approved Forest Conservation Plan pursuant to § 33-6-110 of the Baltimore County Code, as amended (hereafter referred to as “the Code”):
 - a. Existing vegetation within the Forest Conservation Easement shall not be

disturbed. This includes, but is not limited to, disturbance by tree removal, shrub removal, clearing, mowing, burning, spraying, and grazing;

b. Soil disturbance shall not take place within the Forest Conservation Easement by grading, stripping of topsoil, plowing, cultivating, or other practices;

c. Filling or dumping shall not occur within the Forest Conservation Easement;

d. Animals shall not be housed, grazed, or otherwise maintained within the Forest Conservation Easement;

e. Pesticides shall not be stored, used, or applied within the Forest Conservation Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;

f. Motorized vehicles shall not be stored or operated within the Forest Conservation Easement, except for planting, maintenance, and emergency use approved by EPS;

g. Materials shall not be stored within the Forest Conservation Easement;

h. Logging and timber harvesting operations shall not occur within the Forest Conservation Easement except in accordance with a Forest Management Plat that has been approved by EPS as part of the Forest Conservation Plan.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by EPS as provided in Code § 33-6-116.

3. Easement for Access. The Declarant hereby grants to Baltimore County, Maryland, an easement of access to the Forest Conservation Easement (on, over, and across **(name of road) or** (as shown and indicated “ACCESS EASEMENT” on the aforesaid Plat) for the limited purposes of inspecting and maintaining the Forest Conservation Easement and to ensure compliance with the Forest Conservation Plan and Title 6 of Article 33 of the Code, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-6-118 et seq. of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and/or assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST/WITNESS

DECLARANT:

_____ (Seal)

_____ (Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Declaration to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

[OR]

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ___ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Declaration for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this ____
Day of _____, 20 ____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]