

STATE OF ILLINOIS)

) SS:

COUNTY OF LAKE)

STORMWATER/DRAINAGE RESTRICTIVE COVENANT BY PLAT

_____, fee owner of the following described real property located in the _____, County of Lake, State of Illinois, such property being the real property now duly platted as _____, as such plat is now recorded as Document No. _____, in the office of the Recorder of Deeds of the County of Lake, State of Illinois, makes the following declarations as to limitations, restrictions and uses to which those areas designated as stormwater & drainage ways or floodplain wetland & buffer areas in said parcel/subdivision may be put, and specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and their successors, and all persons claiming under them, and for the benefit of and limitations on all future owners in such parcel/subdivision and the surrounding and downstream and upstream areas, this declaration being in compliance with applicable stormwater and drainage rules, regulations, and ordinances, and suitable for such stormwater retention and drainage pathways and facilities, as specified herein:

1. **Use Restriction.** A restrictive covenant running with the land for the installation and maintenance of stormwater and drainage floodplain wetlands & buffer areas are reserved as shown on the recorded plat. Within these restricted areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or performance of stormwater and drainage floodplain wetland & buffer areas, or which may change the direction of flow of stormwater or drainage channels in the restricted areas, or which may obstruct or retard the flow of water through stormwater and drainage channels in the restricted area. The restricted area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or a homeowners association has formally accepted responsibility.

2. **Term** This covenant is to run with the land and shall be binding on all parties and their successors and all persons claiming under them, and all public agencies, for a perpetual period from the date these covenants are recorded.
3. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person violating or threatening to violate any covenant either to restrain violation or to recover damages. Enforcement may be undertaken by any grantor or grantee in the chain of title, any property owner in the subdivision, any property owner lying downstream or upstream adversely effected by any violation or threat to violate this covenant, or the host municipality or stormwater management commission.
4. **Reference.** This restrictive covenant shall be referenced on all deeds or other instruments of conveyance for all lots or parcels in said _____ subdivision.

In Witness Whereof _____, the fee owner, has caused these presents to be signed and acknowledged, this _____ day of _____, 2_____.

By: _____