

**DECLARATION OF RESTRICTIONS  
(Long Term Protective Agreement)**

**FOR**

**(name of development)**

THIS DECLARATION OF RESTRICTIONS, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by (name or names of owners), hereinafter referred to as Declarant;

WHEREAS, this Declaration of Restrictions shall apply to the following described property, all of which is sometimes referred to hereinafter as “the restricted property” (include description of property including but not limited to street address if available, deed reference, title of plat, lot numbers and recording reference of the recorded plat).

WHEREAS, all or portions of the restricted property is subject to the Town of Elkton Forest Conservation regulations and Declarant intends to restrict the use or uses of said such identified areas shown on the above mentioned recorded plat to comply with such Regulations; and ,

WHEREAS (include any other purpose or purpose of restrictions including but not limited to membership in homeowners association, architectural restrictions, recreational areas, etc.).

NOW THEREFORE WITNESSETH that Declarant hereby makes the following declarations as to covenants, restrictions, conditions, and use to which the restricted property may be put and hereby specifies that these declarations shall constitute covenants to run with the land which shall be binding upon Declarant, the successors and assigns, and upon all subsequent owners of all or any part of the restricted property, and particularly on all purchasers of lots, together with their grantees, successors, heirs, personal representatives and assigns.

1. The restricted property shall only be used consistent with valid forest conservation practices. The areas identified on the above mentioned recorded plat shall remain undisturbed except as provided below.
  - a) Timber harvest conducted under a forest management plan;
  - b) Removal of dead or diseased trees or shrubs only if the present a health hazard or hazard to the health of the forest;
  - c) Passive recreational opportunities such as trails;
  - d) Wildlife management under the guidance of a qualified manager;

- e) Removal of trees or understory to reduce threat of wildfire damage to structures located on said property or lot; and,
  - f) Removal of noxious or invasive species of plant or weeds.
2. At no time shall areas identified as protected on the above mentioned recorded plat be used for the storage of materials, dumping, burying, fill, or other such uses inconsistent with good forest management practices.

Witness the due execution of this Easement and Restrictive Covenants of \_\_\_\_\_ the day and year first above written.

WITNESS:

OWNER(S): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)

I hereby certify that, on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, before me, a Notary Public, in and for the State and County aforesaid, personally appeared \_\_\_\_\_ who, in my presence, executed the foregoing instrument for the purposes therein contained, and further made oath in due form of law that the matters and facts contained therein are true and correct to the best of his/her knowledge, information and belief.

Witness my hand and official seal the day and year addressed.

\_\_\_\_\_  
 Notary Public  
 My Commission expires \_\_\_\_\_

County Clerk: Please return to : The Town of Elkton  
 Planning Department  
 P.O. Box 157  
 Elkton, MD 21922-0157