

DECLARATION OF COVENANTS AND RESTRICTIONS
MULTIPLE LOTS – ONE OWNER

THIS DECLARATION is made and executed this _____ day of _____, 20____,
by _____ (hereinafter
referred to as “the owner”)

WITNESSETH

WHEREAS, _____, is the owner of
_____ consisting of lot _____, said lot is shown on a plot of lots
which is of record in the Office of the Recorder of Deeds in and for _____,
Delaware, in Plot Book _____, Page _____, _____, Hundred,
having acquired said lot as one parcel by deed dated _____, from

(hereinafter “the parcel”), said deed is on record in the Office of the Recorder of Deeds, in and for
_____ County, Delaware in Deed Book _____, Page _____.
This lot is shown on the _____ County Tax Map as one parcel with the
following Tax Map Number _____.

WHEREAS, the owner desires to construct a central septic system that is to service the
above-mentioned lot for which he needs to obtain a permit (hereinafter “the owner’s permit”) from
the Delaware Department of Natural Resources and Environmental Control, (hereinafter
“DNREC”);

WHEREAS, DNREC is not requiring that the owner comply with certain portions of 7 Del.
Admin. C. §7101-6.4.1.12 of the Regulations Governing The Design, Installation and Operation of
On-Site Wastewater Treatment and Disposal Systems, adopted January 11, 2014, as amended
(hereinafter referred to as “the Regulations”) for the reason that the owner is the sole owner of the
central septic system servicing the above-mentioned lot, and that the owner does not intend to sell
this parcel of land as individual lots as evidenced by this Declaration of Covenants and
Restrictions.

WHEREAS, certain conditions which DNREC requires in order to issue a permit to
_____ are that: (1) the owner’s permit, issued to
_____, is personal to him and is not transferable to any other person or entity
without prior approval by DNREC; (2) the owner shall not sell, convey or otherwise transfer the
entire parcel to a single individual or entity without the prior approval of DNREC; (3) the owner
shall not sell, convey or otherwise transfer any lot or portion of the parcel so that the parcel is

subject to ownership by more than one individual or entity without having first obtained a permit from DNREC to comply with Section 6.4.1.12 of the Regulations, in its entirety; (4) the owner's permit for the central septic system servicing the parcel is subject to revocation if any portion of the parcel is sold, conveyed or otherwise transferred not in conformance with the conditions of said permit; and (5) that in the event that any lot or portion of the parcel is sold, conveyed, or otherwise transferred in a manner not in compliance with the conditions of said permit, the owner shall remain liable and responsible for the operation, maintenance, repair and proper abandonment of the central septic system, for compliance with the conditions of the owner's permit and the Regulations, and for any civil penalties assessed for noncompliance with the owner's permit or the Regulations, until such time that a new permit is obtained in compliance with the Regulations.

WHEREAS, as a condition of obtaining the owner's permit from DNREC, the owner agrees to covenant that he will apply for and obtain the necessary permit by complying with Section 6.4.1.12 of the Regulations, as amended, before he sells, conveys, or otherwise transfers any lot or portion of said parcel so that it is subject to ownership by more than one individual or entity, and furthermore, the owner agrees to covenant that he, his heirs, successors, and assigns shall remain personally liable and responsible for the operation, maintenance, repair and property abandonment of the central septic system if he sells, conveys, or otherwise transfers any lot or portion of said parcel in a manner not in compliance with the owner's permit, until such time as a new permit is obtained in compliance with the Regulations.

NOW, THEREFORE, the owner hereby declares that the following restrictions, covenants and conditions shall run with, burden, and bind the parcel, and the owner hereby declares that the property as described above and shown on the recorded plots, is and shall be held, transferred, sold, conveyed, occupied, and used subject to the restrictions herein set forth, and furthermore, covenants that the owner, his heirs, successors, and assigns shall remain personally liable and responsible for the operation, maintenance, repair and property abandonment of the central septic system, for compliance with the conditions of the central septic system, for compliance with the conditions of the owner's permit and the Regulations, and for any civil penalties assessed for such noncompliance if any lot or portion of the lot is sold, conveyed or otherwise transferred in a manner not in compliance with the conditions of the owner's permit, until such a time as a new permit is obtained in compliance with the Regulations.

IN WITNESS WHEREOF, the said _____ has set
_____ Hand and Seal to instrument this _____ day of _____, A.D., 20____.

Witness _____(SEAL)

STATE OF DELAWARE :
: SS.
COUNTY OF _____ :

BE IT REMEMBERED, that on this _____ day of _____, A.D. 20____,
personally came before me, the Subscriber, a Notary Public for the State and County aforesaid,
_____, a party to this foregoing Indenture, known to me personally to be such and
he acknowledged in said Indenture to be _____ Act and Deed.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

Notary Public