

SAMPLE

(modify as needed and please include all required exhibits)

DECLARATION OF DEED RESTRICTION AND MAINTENANCE

DECLARATION made this ____ day of _____, 2015 by _____, having its principal office at _____, New York (hereinafter referred to as "Declarant").

WHEREAS, the DECLARANT is the owner of certain real property situated in the Borough of, County of and State of New York, known and designated as Block _____, lots __, __ and __ (the "Premises"), as shown on the tax map of the City of New York for the County of _____ and more particularly described in Schedule A and as shown on Schedule B; and

WHEREAS, the DECLARANT proposes to construct _____ commercial buildings (completed buildings available for rental only) (the "Buildings") in accordance with private plans filed with the New York City Department of Buildings ("DOB") and the New York City Department of Environmental Protection ("DEP") under permit NB numbers _____; and

WHEREAS, the Buildings are to be served by a common area (the "Common Area") common storm and sanitary drain disposal systems including internal drains and storm water detention/retention facilities, common water mains and other public or private utility lines serving more than one of the buildings' ("Common Facilities"); and

WHEREAS, the DECLARANT proposes to construct the private internal sanitary and storm drains, storm water detention/retention facilities and connections within the Common Area in accordance with a plan on file with the DOB under NB Nos 10 ____/15, 10 ____/15 and 10 ____/04; and DEP under site connection proposal application number, attached as Exhibit A; and

WHEREAS, the DECLARANT must obtain from the DOB and DEP approval for the construction of the aforesaid internal sanitary drains, storm water detention/retention facilities and connections; and

WHEREAS, the DOB and DEP require as a condition precedent to the issuance of the aforesaid permit, a firm commitment by the Declarant establishing said Common Areas as well as providing for the maintenance and repair of the internal sanitary and storm water systems, storm water detention/retention facilities, and of the restrictions therefore, as hereinafter set forth.

NOW, THEREFORE, it is agreed as follows:

1. The Declarant, and its successors and assigns covenant that the Premises and Buildings may not be subdivided and shall be held in single ownership unless and until a prospectus or no-action letter is approved and filed with the NY State Department of Law

and a Declaration of Condominium or a Homeowners/Property Owners Association and Declaration of Covenants, Restrictions, Easements, Charges and Liens is recorded against the Premises, provided this is accomplished in accordance with applicable laws, rules and regulations in effect at that time and a site connection proposal application reflecting modification of the aforesaid internal sanitary drains, storm water detention/retention facilities and connections is filed and approved in writing by the DEP.

2. The Declarant, its successor and assigns agree to construct, maintain and keep in good repair the internal sanitary, storm drains and storm water detention/retention facilities and connections installed within the bounds of the above described Common Area in accordance with a site connection proposal filed with the DOB and DEP.

3. The Declarant, its successors or assigns agree that the internal sanitary and storm drains, storm water detention/retention facilities and connections shall forever be kept free and clear of any and all obstructions to the drainage flow pattern as set forth in the aforesaid site connection proposal.

4. The Declarant, its successors or assigns agree that the internal sanitary and storm drains, storm water detention/retention facilities and connections shall not be extended or modified without the prior written approval of DEP.

5. The Declarant its successors and assigns shall, at all times, indemnify and hold harmless the City of New York, its officials and employees against any claims which may result from the construction, operation, maintenance, inspection, malfunction, repair or replacement of the aforementioned drainage systems and site connections.

6. The Declarant agrees that any deed for conveyance by, for or on behalf of the Declarant of the Premises, or any portion thereof, shall contain the terms, conditions and obligations stated in this Declaration and shall be subject to such terms, conditions and obligations. Such deed for conveyance shall be made to obligate the Declarant's heirs, successors and assigns to construct, inspect repair, replace or otherwise maintain the aforesaid private internal drains and to indemnify and hold harmless the City of New York, its officials and employees from any claims whatsoever which may arise from such construction, operation maintenance, inspection repair or replacement.

7. This Declaration may not be amended, terminated or modified without the prior written consent of DOB and DEP.

8. Failure to comply with the terms of this Declaration may result in the revocation of a permit or Certificate of Occupancy.

9. The Declarant shall submit this Declaration for filing with the County Clerk in the Borough of within thirty (30) days of the date first written above.

FURTHERMORE, this Declaration shall be a covenant running, with the land, in perpetuity and shall be binding upon the grantees, heirs, assigns and successors of the

