

MODEL DECLARATION OF COVENANTS AND RESTRICTIONS

The following "Model Declaration of Covenants and Restrictions" document is provided for drafting purposes. Please check the Savannah District, Regulatory Branch web site in order to view and access the most current draft restrictive covenant language and instructions. The web site is located at: <http://www.sas.usace.army.mil>. Select the yellow box entitled, "Permit Info." Scroll down under "Savannah District Regulatory Publications" or until you see the files on: (1) Declaration of Covenants and Restrictions; (2) Instructions to the Declaration of Covenants and Restrictions; and (3) Amendments to the Declaration of Covenants and Restrictions. The web site is generally updated yearly. Do not execute and record the Declaration and exhibits until approved in writing by the Office of Counsel.

NOTICE REGARDING UTILIZING LATEST VERSION TEXT ON WEB SITE

This notice is provided to all attorneys and Declarants. You are hereby notified that the latest current version of the draft model Declaration of Covenants and Restrictions as shown on the Savannah District Web Site referenced above is to be used at the time that a draft is submitted to Office of Counsel. Do not rely on out of date hard copies of previous draft models or old versions that you may have saved to your computer files, as they may be out of date. Do not rely on hard copies of draft models that may have been mailed or faxed to you by the Regulatory Branch or by consultants. Review the latest version on the web site. Any agreements that you may enter into with other parties regarding the requirements of the restrictive covenant will not be valid as to the Corps of Engineers in that the Corps is not a party to those agreements. Sometimes there is a delay of a year or more from the time the permit is issued and the final preparation and submittal of the Declaration of Covenants and Restrictions. Therefore, any restrictive covenant that is required by the permit or banking instrument, should be drafted using the most current restrictive covenant version on the web site at such time as it is submitted for approval.

INSTRUCTIONS

Instructions for use with this draft restrictive covenant **are in bold type** in the text as well as in the separate web page file on instructions. Save to "My Documents." Enter data into the draft language where required. Follow instructions and then delete instructions no longer needed for draft text. See the list of exhibits and documents for review below. A Point of Contact with address and telephone number is listed on final page.

EXHIBITS REQUIRED

1. A legal description of the property subject to the covenant.
2. A copy of the signed permit, permit letter, the After the Fact permit letter, signed settlement agreement, if any, or the letter authorizing the Banking Instrument (“B.I.”), along with the B.I.
3. A one-page summary of the existing and/or proposed environmental functions and values of the protected site as preservation, restoration and enhancement.
4. A platted survey showing metes and bounds of the boundary of the property subject to the restrictive covenant (boundary includes wetlands, streams, buffers) prepared by a registered Georgia surveyor. Show approximate location on property of jurisdictional waters/streams. Show existing structures such as roads and utility lines. If metes and bounds shown on survey are extensive, the legal description can reference the survey.
5. There may be additional exhibits based on the particular facts of each permit.

DOCUMENTS TO BE FORWARDED FOR REVIEW ONLY

1. A copy of the deed of title showing the owner of the property or court order with citation, style of the case, forum, date and court assigned number.
2. A copy of all recorded easements of record or if too burdensome, a list of easement holders and the nature of the easement with citation of recorded location.
3. A copy of the mitigation plan if separate from the permit. Mitigation means the replacement of impacts to waters of the U.S. with restoration, enhancement and preservation of other wetlands, streams, buffers and is calculated by a credit system.
4. A copy of Deeds to Secure the Debt of record, if any.
5. Copy of Secretary of State documents, if owner is a corporation and copy of a document providing the person/s authorized to sign the covenant by the corporation or entity.

DRAFT LANGUAGE

See beginning the following page, the draft text to be utilized.

Return to (Name of Attorney), Esq. (address)

STATE OF GEORGIA
COUNTY OF _____

**Cross reference to that certain ___(deed)_____ dated _____ and recorded
in Deed Book _____, Pages _____ (Name of County) County Records.**

Provide for as many cross references as are required.

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is hereby made by (Insert the name/s of the owner/s of the property as shown on the deed of title) the undersigned Declarant. Declarant is owner in fee simple of a certain tract of real property in (County), Georgia. This tract of land was conveyed on (date) from (name of Grantor), to (name of Grantee,) and is recorded in (County), Georgia, at Book (number), Page (number), in the Office of the Clerk of Superior Court. (Cite all grantor/grantee conveyances if more than one and cross reference at top of page.) Owner comes now and declares restrictions on (if less than all of the property on the parcel referenced above as having been conveyed by Grantor to Grantee, then state, “a portion of”) the property. A legal description of the specific parcel/s of Property subject to this restrictive covenant is more particularly described in Exhibit “A” hereto attached and made a part hereof. The Covenants hereinafter stated shall apply to Property described in Exhibit A and is by reference incorporated herein for a description and for all other legal purposes.

Note: Exhibit A is a legal description of the property subject to the restrictive covenant. This may be the entire parcel owned by the Declarant as Grantee of the conveyance referenced above, or some portion/s of the parcel owned by Declarant. The permit or mitigation plan should be reviewed to determine the specific property subject to the restrictive covenant. If the metes and bounds on the survey are extensive, then the legal description can reference the platted survey. For example, the legal description can state, “All that certain tract or parcel of land containing ___ acres, more or less, lying and being in Land Lots ___ of the ___ Land District of ___ County, Georgia and being more particularly described according to a plat ...”

PREMISES

WHEREAS, Declarant was issued a (select one) (1) permit, (2) banking instrument, by the US Army Corps of Engineers (“USACE”) Action Number (enter permit number, banking instrument number, enforcement action number) dated _____ pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) or Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 401) under the administrative regulatory authority of the USACE Savannah District, Regulatory Branch, setting forth authorization for certain dredge and/or discharge of fill activities in waters of the United States, including wetlands and streams; and,

Note

The Declarant/Owner of Property should be the named permittee or authorized owner of the mitigation bank. If the person or entity to whom the permit/banking instrument was issued, is not the declarant/owner of the land, then the relationship will need to be clarified. Consult with USACE.

WHEREAS, said (select one) (permit, banking instrument) is attached hereto as Exhibit “B” and by this reference is made a part hereof; and,

Exhibit B - Attach the substantive document/s (1) letter or document authorizing the permitted activity, "the permit" (2) letter or document conditionally authorizing the permitted activity, "the conditional permit," (3) letter authorizing an after-the-fact permit and a settlement agreement or (4) a letter approving and authorizing a banking instrument and the banking instrument. An executive summary of the banking instrument may be used in lieu of the entire banking instrument if reviewed and approved by Office of Counsel. There may be more than one document such as a conditional permit and a settlement agreement. Do not rely on the USACE Regulatory Branch to furnish copies of the authorizing letters, permit, banking instrument or settlement agreement for use as Exhibit B, but rather obtain the necessary documents from the permit holder, bank holder, environmental consultant or otherwise.

WHEREAS, dredge and/or discharge of fill material in jurisdictional waters of the United States including wetlands and streams pursuant to the Clean Water Act, Section 404, and/or Rivers and Harbors Act of 1899, Section 10, requires compensatory mitigation and perpetual protection of the mitigation property; and,

Note: Select one of the following four paragraphs below

WHEREAS, (1) Use this paragraph only with permits and not with banks.) the Property is being preserved, restored, or enhanced as a wetland, buffer to wetlands, stream, streamside buffer, and/or upland buffer to jurisdictional waters of the United States, as well as to non-jurisdictional waters of the United States where such property has been accepted as compensatory mitigation pursuant to the permit; and,

WHEREAS, (2) This paragraph is to be used only with a commercial wetland mitigation bank and not with permits) the Property is approved as a commercial wetland and/or stream mitigation bank pursuant to the terms and conditions of the (Insert the name of the banking instrument and date), said document being incorporated by reference. The purpose of the bank is to generate credits to compensate for wetland impacts that have been determined unavoidable after consideration of avoidance and minimization on Section 404, Clean Water Act or Section 10 Rivers and Harbors of 1899 permit actions. The banking instrument sets forth the success criteria required of the ecological project and the credit releases allowable. Declarant agrees to be responsible for certain restoration, enhancement, and preservation of wetlands and/or stream

and streamside lands on the Property pursuant to the banking instrument and any subsequent modifications. Credits from the bank are sold by the bank sponsor in return for a fee agreed upon by the bank sponsor and the permit holder where the Corps of Engineers has approved the use of banking credits as mitigation in whole or in part on permits issued. Each time credits are sold, Declarant shall provide the USACE with an accounting of the total number of credits in the bank, the number of credits released and the permit action associated with each release of credits. The Property is to remain subject to this Declaration of Covenants and Restrictions in perpetuity; and

WHEREAS, (3) **This language is to be used with a mitigation bank owned by a governmental entity only and not with permits.** the Property is approved as a wetland and/or stream and streamside lands mitigation bank pursuant to the terms and conditions of the **(Insert the name of the banking instrument and date)**, said document being incorporated by reference. The purpose of the bank is to generate credits for use by **(insert the governmental department, county or municipal entity)** as mitigation on permit actions where wetland impacts have been determined unavoidable after consideration of avoidance and minimization pursuant to Section 404, of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899. Credits from the bank are used as mitigation in part or in whole on permit actions approved by USACE. The banking instrument sets forth the success criteria required of the ecological project and the determination of credit releases allowable. Declarant agrees to be responsible for certain restoration, enhancement, and preservation of wetlands, or stream and streamside lands on the Property. Declarant will provide USACE with a report of the total amount of credits available for release, credits already released with prior issued permits, and the permit number associated with the credit release, until all credits have been released. The Property is to remain subject to this Declaration of Covenants and Restrictions in perpetuity; and,

WHEREAS, (4) **This language is to be used with sole source, one owner tracts set aside for use with mitigation with multiple permit actions by the owner. Do not use where there is only one permit action.** the Property is approved as a wetland, wetland buffer, upland and/or stream or streamside tract for use by **(name the sole source user)** as compensatory mitigation in part or in full, on multiple present and future permits, where wetland/stream impacts have been determined unavoidable after consideration of avoidance and minimization pursuant to the Clean Water Act, Section 404 or Rivers and Harbors Act of 1899, Section 10. Permits identified to date as having identified a portion of this tract for compensatory mitigation use are **(Identify permits, if any, by number that have used credits or acreage from this sole source mitigation tract.)** The Declarant agrees to certain restoration, enhancement, and preservation of wetland, stream and buffers on the Property pursuant to a mitigation plan. Declarant shall keep a total of all credits/acreage available for release and the number of credits/acreage released on previous permits. A report shall be provided to USACE each time credits/acreage is released referencing the associated permit action, and the amount of credits/acreage remaining. The Property is to remain subject to this Declaration of Covenants and Restrictions in perpetuity; and,

WHEREAS, a dated platted survey with seal affixed by a Georgia registered surveyor of the bearings and distances and coordinate values of the boundary of the Property referenced as Exhibit A has been recorded at **(enter the recorded location by plat book, drawer, page or otherwise)** The survey also approximately shows the wetlands, streams and buffers within the

Property, and notes easements of record. The survey is made a part of this Declaration and is incorporated by reference. (Note: The platted survey is required)

Please see the instructions for surveyors in the Instructions for Declaration of Covenants and Restrictions file on the web page referenced above for the Savannah District. The survey should be a metes and bounds boundary survey inclusive of all property that will be subject to this restrictive covenant-- wetland, buffer to wetlands and/or streams and buffers. This property generally contains all property referenced as mitigation, including preservation, restoration and enhancement. Note that this may be different from a jurisdictional survey that would only show metes and bounds of jurisdictional wetlands or streams. The property subject to the restrictive covenant generally includes buffers and may include substantial uplands or stream banks as well. Show easements where they run on or across the property. The survey must be reviewed and approved by Office of Counsel prior to recording.

WHEREAS, the property consists of a total of _____ acres in _____ parcel/s of land;
and,

WHEREAS, the environmental conservation functions and values are summarized and described in Exhibit "C", attached hereto and made a part hereof; and

This exhibit is for the purpose of describing the environmental benefits existing or that will exist on the property following mitigation. Mitigation consists of preservation, enhancement, restoration and sometimes, creation. The environmental consultant should provide this information. It should include a description of the aquatic site and state whether it is riverine, forested, freshwater adjacent to tidal area, isolated, pine flatwood wetland, lake, stream, stream-bank, impoundment, or otherwise. It should describe the vegetation as to whether it is planted or natural or both and state any other conservation functions. It should discuss the benefit of upland, wetland buffer or streamside lands to the ecology of the site. The summary should state specifically what benefit the preserved area contributes to the ecology of the area.

If an executive summary has been prepared in the mitigation plan approved by the USACE and the mitigation plan addresses the above functions in full, attach the mitigation plan or the executive summary as an exhibit and incorporate by reference.

WHEREAS, the Property has been set aside for its conservation use. If the restricted Property is part of, or in the future made part of, a residential or mixed-use development, the Property will be designated as common property or as an undeveloped lot, buffer or open area and will not now, nor in the future, be made part of any residential lot or lots in a residential or mixed use subdivision or development, but rather the Property shall be held and managed by the owner, developer or homeowner association as an open, common and undeveloped natural conservation area.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Declarant and each and every subsequent owner and occupant of the real property, and as required mitigation for dredge and/or discharge of fill material in waters of the United States including wetlands and streams, Declarant has promised to place certain restrictions on the Property exclusively for conservation purposes, in order that it shall remain substantially in its restored, enhanced, preserved, open, natural and/or scenic condition, in perpetuity.

Declarant does hereby declare that all of the Property described hereinafter shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of the covenants, easements and affirmative obligations all of which shall run with the Property and will be binding on all persons, firms, associations, corporations or governmental entities having or hereafter acquiring any right, title or interest in said Property, or any part thereof, their heirs, executors, administrators, successors and assigns. The terms and conditions of this Declaration of Covenants and Restrictions shall be both implicitly and explicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or any part of the restricted property. It shall set forth the terms and conditions of this document either by reference to this document and its recorded location or attached and incorporated by reference. It shall not be amended or extinguished except by written approval of the USACE, or its successor in administration of the Clean Water Act or the Rivers and Harbors Act of 1899.

Except as necessary (1) to carry out wetland restoration and enhance the natural habitat as approved by USACE; or, (2) to fence the property to keep out livestock, trespassers, or for protection of the property; or, (3) to carry out mitigation, management and maintenance of the property approved by the USACE; the actions encompassed as prohibited by this covenant shall include, but shall not be limited to the following:

- A. Clearing, cutting or mowing;
- B. Earthmoving, grading, removal of topsoil, cultivation, burning, filling or changes in the topography of the land in any manner;
- C. Placement of refuse, wastes, sewage, dredged spoil, solid waste, incinerator residue, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, or agricultural waste on the Property;
- D. Draining, ditching, diking, dredging, channelizing, pumping, impounding, excavating;
- E. Diverting or affecting the natural flow of surface or underground waters within, or out of the Property;
- F. Mining, drilling;
- G. Burning, systematically removing or cutting or otherwise destroying any vegetation, except for pruning, or removal of diseased or unsafe trees conducted in accordance with current scientifically bases practices recommended by the U.S. Forest Service or the Georgia Forestry Commission;
- H. Spraying with biocides;

- I. Introducing exotic species on the Property or otherwise altering the natural state of the wetlands or streams;
- J. Grazing of domesticated animals;
- K. Raising of any structure in the wetlands, streamside buffers or wetland buffers, whether temporary or permanent, except (1) walking trails in the uplands using pervious materials, (2) minimal structures in upland for the observation of wildlife and wetlands ecology, or (3) hunting stands may be constructed with the prior approval of the Savannah District Engineer.
- L. Display of billboards, signs, or advertisements on or over the Property, except for the posting of no trespassing signs, signs indicating the property is for sale, signs identifying the conservation values of the property or their protection, and/or signs identifying the owner of the property.

NOTE

Enter here, any exceptions to the above referenced prohibited uses of or on the Property listed in A-L if the excepted uses have been approved by the USACE during the application process of the permit/banking instrument. Do not add exceptions if they have not been approved and/or referenced in the mitigation plan or banking instrument.

3

A. Existing utility lines, road crossings and structures, if any, are shown on the survey. Environmental impacts, if any, caused by existing easements on the Property such as roads, utility lines or pipelines, where such easements are in place, date of recording of this restrictive covenant, and where the easements are shown on the survey, shall not be considered as causing any prohibited impacts to the Property by their use and maintenance.

B. Should an easement on the Property, not meeting the criteria of paragraph (3)(A), and determined to be prior in time and recording to this restrictive covenant, be exercised in such a manner that it conflicts with the prohibited uses of the Property set out in this restrictive covenant, then the owners of the Property, whether the Declarant of this covenant or any heirs, executors, administrators, successors or assigns, shall be responsible for providing alternative environmental mitigation in such amounts and of such value and function as the USACE or any enforcer of this covenant shall determine in accordance with the terms of the (**select one: permit, banking instrument**) and with Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899 and their implementing regulations.

NOTE

Provide copies of recorded easements or right of ways showing the recorded location of said documents for review by USACE. If too burdensome, provide a list of the easements, the nature of the easement, the holder of the easement and its recorded location. Property subject to this restrictive covenant, at the discretion of USACE, may not be eligible for use as mitigation if the property is subject to any prior recorded easements that would conflict with the intent of this covenant. An example would be easements granting mineral rights, timbering or other rights that could affect the preservation intent of wetland/stream protection. Should the USACE accept the property as mitigation, and should the USACE approve the restrictive covenant, the owner and subsequent owners would be responsible for alternative

mitigation should the property be impacted by an easement holder exercising an easement recorded prior in time and date to this restrictive covenant.

Proposed Future Impacts to Property

C. **Optional paragraph. If the USACE acknowledges future proposed impacts on Property subject to this restrictive covenant, and the impacts are considered in the calculation of credits, then the proposed easements should be described in this paragraph and should be shown on the survey as “Proposed Easements.” This will make it less likely that the restrictive covenant would need to be amended in the future even though a permit may be required for the proposed future impacts. In addition, the USACE can look at corridors needed for linear projects such as road crossings, utility lines, electric, water and/or sewer lines and discuss options with the developer.**

As an added precaution, the owner should make reasonable attempts to determine if any county/municipal proposed projects in the foreseeable future will likely impact the protected Property (i.e. storm water/drainage ditches or pipes ect.). If the property is adjacent to a road or bridge, the owner should make a reasonable attempt to determine if widening is planned by Georgia Department of Transportation or the County Transportation Department in the foreseeable future. These determinations are relevant as to the configuration of parcel/s that will be subject to the restrictive covenants. See file on Amendments to Declarations of Covenants and Restrictions for policy and procedures for future impacts to the Property and the subsequent amount of mitigation that would be required.

4

Declarant represents and warrants that after reasonable investigation, and to the best of its knowledge:

A. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, or regulation, as hazardous, toxic, polluting, or otherwise contaminating to the water or soil, has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property; **If the property or some part is used for a land application site, storm water detention or used for water treatment or filtration, so state and describe.**

B. There are no underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned;

C. The Property is in compliance with all federal, state and local laws and there is no pending or threatened litigation in any way affecting, involving or relating to the Property.

5

Declarant, its personal representatives, heirs, executors, administrators, successors and assigns, reserve all other rights accruing from its ownership of the Property including but not limited to the exclusive possession of the property, the right to transfer or assign their interest in the same, the right to take action necessary to prevent erosion on the Property or to protect public health or safety; and the right to use the property in any manner not prohibited by this Declaration and which would not defeat or diminish the conservation purpose of this Declaration.

9

It is expressly understood and agreed that this covenant does not grant or convey to non-owner members of the general public, any rights of ownership, interest in, or use of the protected property. However, the protection of jurisdictional and non-jurisdictional waters of the United States, its buffers and uplands, its floodplains, vegetation, open space, aquatic and wildlife habitat, are considered herein as a benefit to the general public and to all citizens of Georgia.

NOTE

Plans for use of the mitigation property by the public should be submitted to and approved by the Corps of Engineers project manager at the time the mitigation plan is presented and prior to submitting this draft restrictive covenant for review. If Declarant does intend to manage the land for use by the public, for purposes of access to trails or other passive use purposes, and said uses have been approved by the USACE, then state the planned or intended use of the property in paragraph 6 and show on survey.

The USACE and/or the Environmental Protection Agency, or its successors, as third party beneficiaries hereof, are hereby specifically granted the authority to enforce the provisions of this Declaration of Restrictions and Covenants pursuant to the Clean Water Act and implementing regulations. Appropriate remedy for violation of this section is contemplated to include, without limitation, injunctive relief to restrain such violation, restoration, administrative, civil or criminal penalties as well as any other remedy available under law or equity. However, no violation of this covenant shall result in a forfeiture or reversion of title.

The USACE, and/or the Environmental Protection Agency, their assigned agents and contractors, shall at reasonable times and upon notice to the owner, have an access easement for the right of ingress and egress to inspect the property in order to monitor and to ascertain whether there has been compliance with this Declaration.

This covenant shall not terminate upon some fixed amount of time, but shall run with the land in perpetuity both as to benefit and as to burden. This covenant is established for the purpose of preserving, enhancing and supporting waters of the United States, including wetlands and streams, non-jurisdictional wetlands and streams accepted as mitigation, wetland and stream buffers, upland adjacent to the protected property, and the associated conservation values and functions. Furthermore, this covenant carries out the statutory requirement of Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act and the implementing regulations.

Declarant shall execute and record this instrument in timely fashion in the Office of the Clerk of Superior Court in the county in which this Property is located and provide the USACE with a copy of the recorded restrictive covenant and exhibits.

IN WITNESS WHEREOF Declarant has duly executed this covenant on this the ____ day of _____.

Directions for Signature Page

(1) The signature should be made by the owner/s-declarant/s. All holders of title to the property should sign. If owner is married, both spouses should sign. Type the full names/s and title below the signature line.

(2) Prepare the signature page according to the legal authority of the declarant to sign and state the capacity in which the person/s is signing and the entity for which it is signed. If signing for a corporation, provide a Certificate of Corporate Authority. If prior approval by resolution and adoption of a county commission, governing body of a municipality or other government entity is required, provide copies of the resolution and adoption documents.

(3) Provide for signature/s to be signed sealed and delivered in the presence of an unofficial witness and a notary public affixing seal. Provide that the (declarant) personally appeared before (the notary public), the undersigned witness, and notary makes oath that (he/she) saw the within named, sign the Declaration of Covenants and Restrictions, and that (he/she) with the other witness named above witnessed the execution thereof. Provide the street address, city, state, and zip code, of the owner. Prepare a draft signature page but do not have it executed until the entire document and exhibits are approved.

Deeds To Secure The Debt

If the property is encumbered with a deed to secure debt, prepare a "Consent and Joinder" signature page for purposes of having the holder of a deed to secure debt, consent and join in this Declaration of Restrictive Covenant. Suggested language for use is provided below:

Joinder and Consent

The undersigned, being the Grantee or Lender described in that certain Deed to Secure Deed or Mortgage (which secures the Protected Property or a portion thereof) which instrument was executed by the within Covenantor (as Grantor or Borrower) recorded in Deed Book __, Pages __, in the Office of the Clerk of Superior Court of ____ County, Georgia, hereby consents to the execution of the foregoing Declaration of Covenants and Restrictions ("Declaration") and subordinates its interest in and to the Protected Property to the rights, restrictions and limitations created by the foregoing Declaration. The undersigned acknowledges that it has received a copy of this Declaration and exhibits, has been given the opportunity to review the platted survey, and has read and reviewed the terms of this Declaration.

Title of Lending Agency

By: _____

Its: _____

Signed, sealed and delivered
This ____ day of _____, in
The presence of:
Notary Public _____
My Commission Expires: ____
(Notary Seal)

Witness _____

Submit For Approval prior to Recording Mailing Address

Attorney for permit or banking instrument holder should write letter requesting a review of the draft Declaration of Covenants and Restrictions and exhibits by:

U.S. Army Corps of Engineers
Office of Counsel
Rebecca Rowden, Assistant District Counsel
100 W. Oglethorpe Ave.
Savannah, Ga. 31402-0889.

Tel: 912-652-5123 (Attorney)
Tel: 912-652-5125 (Support Staff)

Reference the US Army Corps of Engineers permit number/banking instrument number.

Provide the name, telephone and mailing address of the attorney who is the point of contact for this draft document. Also provide the name, telephone and mailing address for the environmental consultant.

The Office of Counsel will review and provide a written letter of approval with information regarding recording. For questions regarding this document, call Office of Counsel call 912-652-5123.

Required Forwarding Of Copy of Final Recorded Document

The recorded Declaration of Covenants and Restrictions will be returned to the attorney listed on the top of the first page of the Declaration. A copy of the recorded document should be forwarded to USACE, Office of Counsel. Upon receipt by the Savannah District Office of Counsel, of a copy of the recorded Declaration of Restrictive Covenant properly executed, and showing book and page numbers of its recorded location, the restrictive covenant requirement of the permit action, banking instrument or settlement agreement will be completed. It will be forwarded to the Regulatory Branch.

Amendments to Declarations of Covenants and Restrictions

See the file on the Savannah District web site referenced on the first page entitled, "Amendments to Declaration of Covenants and Restrictions" for the policy and procedures regarding amendments.