

DECLARATION OF CONSERVATION COVENANTS AND RESTRICTIONS

BOARD OF COMMISSIONERS HALL COUNTY, GEORGIA

Project Name: _____

THIS INDENTURE made and executed (Date) _____, WITNESSETH that (Owners Name) _____, the undersigned, is the owner of a tract of land in said County located at (Full Site Address) _____ and known by Hall County Tax Parcel (Tax Parcel) _____.

Certain stream areas within said property have been laid out by the County Engineer or other parties acting for the Board of Commissioners, Hall County, Georgia, for restoration, stabilization and conservation and being more particularly described on a map and drawing of said Project attached to and made a part of this agreement and designated as Exhibit "A".

Now therefore, in consideration of the benefit to my property by the stated work activities, I do hereby grant and convey this **DECLARATION OF CONSERVATION COVENANTS AND RESTRICTIONS**. Declarant comes now and, for good and valuable consideration, declares conservation use restrictions as listed under **CONDITIONS AND RESERVATIONS** on the property hereinafter described and located in Land Lot(s) _____ of the Land District and _____ G.M. District of Hall County. A legal description and plat of the specific parcel or parcels of Property subject to this Declaration is more particularly described in Exhibit "A" hereto attached and made a part hereof. The Declaration hereinafter stated shall apply to the Property described in Exhibit "A".

CONDITIONS AND RESERVATIONS

1. Whereas, the property is set aside for conservation use and shall be designated as an undeveloped buffer and will not now, nor in the future, be made part of any development, but rather shall be held, maintained, and managed by the owner as an undeveloped conservation area.
2. Property owner 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 easement obligations. All terms and conditions 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 document shall be both implicitly and explicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or any part of the conservation property. Said transfer, conveyance, or encumbrance shall set forth the terms and conditions of this document either by reference to this document and its recorded location or by attachment and incorporation by reference. It shall not be amended or extinguished except by written approval of Hall County.
3. Except as necessary to carry out wetland/stream and/or buffer restoration, enhancement and/or establishment, the actions encompassed as prohibited by this covenant shall include, but shall not be limited to the following:
 - a. Clearing, cutting or mowing **within the first 25 feet of the buffer. Cutting hay is allowed within the outer 25 feet.**
 - 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 timber, or otherwise destroying any vegetation, **except for cutting hay within the outer 25 feet of buffer.**
 - h. Spraying with biocides or use of herbicides or pollutants that violate water quality standards;
 - i. Introducing exotic species on the property, altering the natural state of the wetlands or streams causing erosion or sedimentation;
 - j. Grazing or use by domesticated animals such that animal wastes enter soil and water.
 - k. Construction of any kind in the wetland, streams buffers or upland, whether temporary or permanent. As permitted or approved in writing by Hall County the property may have:
 - i. A narrow pedestrian walking trail in the uplands or upland buffer using pervious materials,
 - ii. Minimal structures and boardwalks for the observation of wildlife and wetland/stream ecology,
 - iii. Crops for wildlife or placement of temporary hunting stands in uplands;
 - l. Display of billboards, signs, or advertisements on or over the property, except for the posting of no trespassing signs, temporary signs indicating the property is for sale, signs identifying the trees, vegetation, wetlands or conservation values of the property, and/or signs identifying the owner of the property.
4. The conservation property is not land-locked and there is access to the protected property by road, dedication, pathway, or an access easement.
 5. Property owner, 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, to protect the property from losing its conservation values and functions, 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 document.
 6. It is expressly understood and agreed that this covenant does not necessarily grant or convey to members of the general public any rights of ownership, interest in, or use of the protected property, unless so designated by the owner for such purposes. Nonetheless, the property has significant aesthetic and conservation value in its present or restored state as a predominately natural area which has not been subject to extensive development or exploitation. The protection of jurisdictional and non-jurisdictional waters of the United States, their buffers and uplands, floodplains, vegetation, scenic, open space, aquatic and wildlife habitat are considered of great importance to the well being of the general public and to all citizens of Georgia, and are worthy of preservation and conservation.
 7. This covenant shall not terminate upon some fixed amount of time but shall run with land in perpetuity, both as to benefit and as to burden, and shall be enforceable against all present and future owners, tenants, and other holders of any interest in the property. This covenant is established for the purpose of preserving, enhancing, and conserving wetlands and streams, non-jurisdictional wetlands and streams accepted as buffers, uplands, open areas, and associated conservation values and functions. The intent of this document is that the property be perpetually protected as conservation lands. Amendments to the restrictive

covenant for the purpose of proposing additional impact are not favored and will be considered only in rare circumstances following Hall County policies and procedures.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day above written.

Signed, sealed and delivered in the Presence of:

_____ (L.S.)
Witness

_____ (L.S.)
Notary Public

My Commission Expires: _____ (L.S.)

Date of Notarial Signature: _____ (L.S.)