

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (“Covenant”) is hereby made by insert local government, a Georgia municipal corporation, the undersigned owner/covenantor. Covenantor is owner in fee simple of a certain tract of real property in _____ County County, Georgia. This tract of land is ____ acres, having been conveyed on _____ from _____, Grantor, to the insert local government, Grantee, and recorded in _____ County, Georgia, at Deed Book _____, Page _____, in the Office of the Clerk of Superior Court of _____ County. The legal description of the property conveyed by said deed is by reference incorporated herein for a description and for all other legal purposes. Such property is hereinafter referred to as the “Property.”

PREMISES

WHEREAS, Covenantor is a participant in the Georgia Greenspace Program and has entered into that certain Greenspace Program Grant Award Agreement, dated as of _____, 200_; and

WHEREAS, Coventor desires to submit the Property to the Greenspace Program pursuant to the terms of the Greenspace Award Agreement and desires that the Property be used in perpetuity as greenspace property as provided in O.C.G.A. § 36-22-1 *et se.*; and

WHEREAS, the consideration for this Declaration of Covenants and Restrictions is the use of certain Greenspace Funds provided by the Georgia Greenspace Program, the receipt and sufficiency whereof are hereby acknowledged; and

NOW THEREFORE, as consideration for the payment of the referenced Greenspace Funds, or as required by the Greenspace Program Grant Award Agreement, Owner/Covenantor has promised to place certain restrictions on the Property exclusively for conservation purposes, in order that it shall remain substantially in its open, natural and scenic condition in perpetuity.

1.

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 Property. Any subsequent transfer, conveyance or encumbrance shall either set forth the terms and conditions of this document in full or by reference to this document and its recorded location.

2.

The Property is hereby made subject to the terms of that certain Georgia Greenspace Program Grant Award Agreement, entered into by and between the State of Georgia, Department of Natural Resources and the insert local government, dated _____, 200_ (the "Greenspace Agreement"). Pursuant to the terms of the Greenspace Agreement, the State of Georgia is a third party beneficiary under this Indenture and if the Property is used for anything other than Greenspace Property, as defined in the Greenspace Agreement, the State of Georgia shall have a right to require specific performance of the Greenspace Agreement, and to require that the Property be returned to the use as provided therein. The Property must be used in perpetuity as Greenspace property as provided in O.C.G.A. § 36-22-1 *et seq.* and the restriction will be enforced by the State of Georgia.

3.

This covenant shall be binding upon the Covenantor, its heirs, successors and assigns, and upon occupiers or users of the Property forever. This covenant shall not terminate upon some fixed amount of time, but shall run with the land both as to benefit and as to burden. This covenant is established as a conservation benefit to the general public for the purpose of preserving greenspace and shall run in perpetuity as provided in O.C.G.A. §44-5-60(c).

IN WITNESS WHEREOF Covenantor has duly executed this covenant on this the ____ day of ____, 2002.

Signed, Sealed and Delivered
in the presence of:

insert local government,
A Georgia municipal corporation

Unofficial Witness

, Mayor

Notary Public
Commission Expires:_____

[NOTARIAL SEAL]