

Answers to Frequently Asked Questions about Conservation Use Valuation and Agricultural Preferential Assessment

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INTRODUCTION

Georgia Code Section 48-5-7.4 allows for up to 2,000 acres of real property of a single owner, the *primary purpose* of which is any good faith production, including but not limited to, subsistence farming or commercial production from or on the land of agricultural products or timber who meet certain criteria of ownership to enter into a ten year covenant agreement. However, the 2,000 acre limit rule takes percentages of property owned into account. I.e., if someone co-owns 50% of 2,000 acres, they have not yet reached the limit.

Primary purpose is defined as "the principle use to which the property is devoted, as distinct from an incidental, occasional, intermediate or temporary use for some other purpose not detrimental to, or in conflict with its primary use."

This booklet contains a listing of questions and answers collected over the past several years dealing with these ad valorem tax issues. A careful reading of the following contents will foster a better understanding among taxpayers, of how these particular property tax programs work.

CONSERVATION USE VALUATION AND AGRICULTURAL PREFERENTIAL ASSESSMENT

Which is better for me as an Effingham County landowner: Fair Market Value (FMV), Agricultural Preferential Assessment, or Conservation Use Valuation of my land?

It really depends on your planned use for the land over the life of the covenant. For qualified landowners planning to continue the land use in agricultural or forest production, either program can earn tax benefits and serve as an incentive for continued agricultural and forest production.

Agricultural Preferential Assessment generally provides a 25 percent tax advantage over the Fair Market Value. (FMV)

Conservation Use Valuation can offer significant savings, in some cases greater than 50% from FMV.

Alternatively, to maintain a greater flexibility over the use of your land, accept a FMV basis for your ad valorem taxes.

Why should I be interested in Conservation Use Valuation for ad valorem taxation?

All landowners who qualify for Conservation Use Valuation are entitled to have their land valued according to its current use, (agriculture, forestry, or environmentally sensitive) instead of the Fair Market Value for ad valorem taxation. This can reap large tax benefits. Another benefit of CUVA is that the CUVA value changes (**not** FMV changes) are limited to +/- 3 percent a year and a total of +/- 34.39 percent over the life of the 10-year covenant.

Why should I be interested in Agricultural Preferential Assessment?

All land owners who qualify for Agricultural Preferential Assessment are entitled to have their property valued for assessment at 75 percent of FMV for ad valorem taxation. In most cases, 25 percent tax savings will be attained with Agricultural Preferential Assessment. However, Agricultural Preferential Assessment values change as fast as FMV changes and offer no degree of certainty on the property tax burden.

If Conservation Use Valuation offers large savings and appears to be more stable, why would I consider Agricultural Preferential Assessment?

Agricultural Preferential Assessment applies to all land and up to \$100,000 dollars in building value on agricultural production and storage buildings. Conservation Use Valuation applies only to land values and has no effect on building values by way of a discount. A taxpayer that has a small amount of land with a good number of agricultural buildings, such as chicken farming, **may** receive greater benefits under Agricultural Preferential Assessment.

How does the value of my land under the Conservation Use covenant change: per year, per 10 years?

Conservation Use values for land cannot change more than 3 percent per year or more than 34.39 percent over the life of the covenant.

But remember your land will be taxed according to Fair Market Value at the end of the covenant unless you renew the covenant.

Who is eligible for Conservation Use Valuation and/or Agricultural Preferential Assessment?

One or more naturalized citizens

Family Farm entities who earns at least 80% of their income from farming

Non- profit conservation organizations, estates and trusts may be eligible

Bona fide clubs organized for pleasure, recreation, and other nonprofitable purposes

How do I sign up for one of these programs?

Forms and details are available at the Effingham County Tax Assessors office or on the Effingham County Tax Assessors website. The Board of Assessors requires the following when submitting your application:

Application must be signed by all landowners

Application must be notarized

Applicant must designate on tax map the exact parcel and acreage being placed in covenant.

Applications for less than 10 acres, must be accompanied by additional proof of agricultural or forestry use to be considered

\$25.00 Recording fee should be paid at the time the application is filed (checks, cash, cashier's check or money orders made out to Effingham County will be accepted.

You enter a 10-year covenant with the County whereby you agree to continue your property in agricultural or forestry production.

When I sign up for one of these covenants, is it recorded with the deed to my land?

Once your application is approved, the covenant agreement will be placed on record in the Clerk of Superior Court Office of Effingham County. A title search of your property should show that your property is under a covenant. This is for the protection of both the potential seller and/or buyer who may not be aware of the covenant, and any penalties that may occur due to a transaction.

What are considered the allowable uses for a property in order to be eligible for Conservation Use Valuation?

The land uses required for Conservation Use Valuation are good faith agricultural/forest production and environmentally sensitive land including:

Raising, harvesting or storing crops

Feeding, breeding or managing livestock or poultry

Producing plants, trees, fowl or animals (including the production of fish or wildlife)

Production of aquaculture, horticulture, forestry, floriculture, dairy, livestock, poultry and apiarian

Wildlife habitat of not less than ten acres

When can I sign up for either of these programs?

The earliest anyone may sign up for Conservation Use Valuation or Agricultural Preferential Assessment is January 1 of each year. ***The filing time runs yearly from January 1 until April 1.***

In addition, when the county re-assesses your property, you will receive a change in assessment notice. You may file an application along with, or in lieu of an appeal, during the 45-day appeal period.

How much land can I enter into Conservation Use Valuation and/or Agricultural Preferential Assessment?

Up to 2,000 acres (taking into consideration percentage owned) in Georgia can be entered in Conservation Use covenants. At the same time, up to 2,000 other acres in Georgia may be entered into Agricultural Preferential Assessment.

Presently there is a minimum of 10 acres for Conservation Use Valuation.

Landowners with less than 10 acres **must** give additional proof that the "**primary use**" of the property is for bona fide agricultural production purposes.

How many Conservation Use Covenants can I have? Does all of my land have to be in the same county?

You may have a separate covenant for each legally definable tract of land you own. No one covenant can cross county lines or state boundaries. Separate covenants can be held in separate Georgia counties. Tract means a parcel of property with boundaries designated by the Board of Assessors to facilitate proper identification of the property on their maps and records; this must be officiated with a plat.

What happens if I want to get out of the covenant before the 10-year period is up?

You are bound by legal agreement with Effingham County for the duration of the 10-year covenant to maintain the Conservation Use. There are four conditions under which you can end a covenant with no penalty, or a one-year penalty. These are:

If you or any party to the covenant dies during the period of the covenant, the covenant ends. This is considered a **no penalty** breach.

If any part of your property is taken, or is conveyed, to a party with the power of eminent domain, the covenant may end. If this occurs, this is a **no penalty** breach.

If you become medically unable to continue the land in its qualifying use, the covenant ends. The Board of Assessors requires letters from two (2) doctors stating the medical reason that a landowner cannot continue to farm. If tax savings have been enjoyed during the year this occurs, then a **one-year penalty** is applied.

If your land is taken from you through foreclosure, the covenant ends. If tax savings have been enjoyed during the year this occurs, then a **one-year penalty** is applied.

If you would like to place solar panels on your property, a boundary survey must be completed by a licensed surveyor to determine exactly where these acres will be. Solely the acres with the solar panels on them will be removed from the covenant with a breach of the current year's savings (also solely on those acres). The rest of the property may remain in CUVA to finish the covenant's lifespan.

If you are a ≥ 65 years old owner who has completed at least 3 years of a **renewal** covenant, and want to come out **solely** due to age

If you are a ≥ 67 years old owner who has either owned/inherited the property for at least 15 years, and have been in the covenant for at least 3 years and want to come out **solely** due to age

Otherwise to get out of the covenant early you must pay a tax penalty equal to twice the tax savings per year enjoyed to date.

What are the penalties for a breach of the Conservation Use Valuation or Agricultural Preferential Assessment covenants?

Breaching a **Conservation Use** covenant results in a penalty that applies to the entire tract that is placed under an original covenant, even if the breach occurred on only a small portion of the tract under covenant. The penalty paid by the original covenant holder will be an amount equal to twice the property tax savings incurred from the year the covenant was entered until the year it was breached.

In the event that a portion of the land under a **Conservation Use** covenant is sold to a qualifying landowner, who later breaks the covenant, penalties also applies to the entire tract under the original covenant. The breach goes on the original owner of the ten year covenant, regardless of who breaches.

Under a **Agricultural Preferential** covenant, there will be a pro-rata assessment of the penalty against each of the parties of the covenant in proportion to the tax benefit enjoyed by each. This means that the original covenant holder will pay a fine based on the tax savings enjoyed on all of the acreage, from the beginning of the covenant up to the time of sale of land, and of the breach. The subsequent covenant holder would pay a fine based on the tax benefits enjoyed from the time of covenant land purchase up to the time of the breach. Please be aware that the penalty constitutes a lien against the property.

Penalties for the **Agricultural Preferential** covenant are assessed as the tax benefits enjoyed during only the year of the breach, times a factor of:

- 5 if breached during the 1st or 2nd year
- 4 if breached during the 3rd or 4th year
- 3 if breached during the 5th or 6th year
- 2 if breached during the 7th, 8th, 9th or 10th year

The landowner in the original covenant pays the penalty.

Exactly how is a Conservation Use breach penalty calculated?

The Tax Assessor's office maintains the FMV of the property for each year of the covenant. They also calculate the CUVA value for the property, which is what the property is taxed on instead of full FMV. The difference between the actual FMV and the CUVA value becomes an annual exemption for the taxpayer. The tax savings benefit is calculated from the amount of the exemption.

The following is an example of how a penalty might be calculated if a covenant was breached in the 6th year of the agreement, and the parcel is vacant with no homestead exemptions.

| FAIR MARKET VALUE | CURRENT USE VALUE | EXEMPT AMOUNT * | MILLAGE RATE | TAX SAVINGS | PENALTY | \$ AMOUNT PENALTY |
|------------------------------------|-------------------|-----------------|--------------|-------------|---------|--------------------|
| 195,000 | 92,000 | 41,200 | .02150 | \$ 885.80 | X 2 | \$1,771.60 |
| 195,000 | 94,760 | 40,096 | .02120 | 850.04 | X 2 | 1,700.08 |
| 260,000 | 97,600 | 64,960 | .02280 | 1,481.09 | X 2 | 2,962.18 |
| 260,000 | 100,500 | 63,800 | .02075 | 1,323.85 | X 2 | 2,647.70 |
| 260,000 | 103,500 | 62,600 | .02170 | 1,358.42 | X 2 | 2,716.84 |
| 288,000 | 106,600 | 72,560 | .02058 | 1,439.28 | X 2 | 2,986.56 |
| TOTAL PENALTY DUE AT BREACH | | | | | | \$14,784.96 |

*Exempt amount is the difference between the FMV and the CUVA value multiplied times the assessment level of 40 percent. This number is then multiplied by that year's millage rate to get the savings, times two to calculate the breach penalty.
 $(195,000 - 92,000 = 103,000 \times .40 = 41,200)$

The penalty amount will vary from covenant to covenant due to the fact that the FMV and the CUVA value will be different for each parcel. The Tax Assessors office sends an **estimate** of the breach penalty. Once the covenant owner surpasses the 30 day window to rectify the issues, the Tax Commissioner's office sends the actual breach penalty amount, which may differ slightly.

As shown above, the FMV changed between the second and third year. Thus the penalty amount increased between the second and third year. This demonstrates the importance of keeping up with the FMV, even though you are not being taxed on that amount.

In fact the tax amount due under Conservation Use for the first year would be \$791.20. Without the Conservation Use covenant, the tax due would be \$1,677.00. So as you can see this covenant can offer substantial tax savings.

Looking at the previous chart, what would be the penalty if I breached the covenant due to foreclosure or a medically demonstrated illness during the 6th year?

If the covenant is breached due to foreclosure or a medically demonstrated illness, *and* tax benefits have been received for that year, then only the penalty amount due for the year in which you breach is due. So, under one of these circumstances, the penalty due would be \$2,986.56.

Can I change agricultural/forestry uses of the Conservation Use covenant land during the 10-year period?

Yes, you can change among good faith production of agriculture or forestry crops provided that you notify the Effingham County Board of Assessors in writing of the intended use change. Failure to notify constitutes a breach of the covenant with penalties as described.

Can I sell land that is under the Conservation Use Covenant?

Yes. Though to avoid a penalty, the buyer must continue the terms of the original covenant and enter a new continuance Conservation Use covenant for the land purchased. The sign-up period for the new owner is during the next year's regular sign-up period, January 1 through April 1. The landowner under the original covenant remains in that covenant, unless **all** land under covenant was sold to new owners. However, the original covenant holder still remains legally responsible for any penalty assessed against benefits earned before the sale.

When selling land under covenant, it may be wise to have your attorney include language with the property deed requiring the new owner to continue land use under provisions of the original covenant.

What happens if my spouse and I jointly own property entered in a Conservation Use Covenant and we divorce during the covenant period with one of us gaining the deed to the property?

Department of Revenue Regulations state that when there is a change in ownership of property receiving current use assessment, the new owner must apply for a continuation of the covenant. This application must be made on or before the deadline for filing returns, which is April 1.

In the event of a divorce, the original parties to the covenant remain liable for any breach of the covenant. Responsibility for penalties due to a covenant breach should be specified in divorce decrees, contracts, etc.

Can members of my family build a home and live on Conservation Use Covenant land?

Yes, any family member which is related to the original covenant holder, at least to the fourth degree of civil reckoning, can build a home and live on the land enrolled in a Conservation Use Covenant, without penalty during the life of the original covenant. Up to **5 vacant** acres must be cut out and deeded to them.

The fourth degree of civil reckoning is defined as:

Brother/sister
 Mother/father
 Grandmother/grandfather
 Son/daughter
 Grandson/granddaughter
 Great-great grandparents
 Great aunts/uncles
 Great nieces/nephews
 First cousins

After the transfer of property under covenant to the family member, the construction of the home must begin and be occupied by the family member within 24 months from the date of the start, it must remain so for the duration of the original covenant. If they do not build a home within this time, it will constitute a breach.

This property will not receive the exemption.

What happens if the original covenant holder dies during the life of the covenant or cannot carry out the requirements of the covenant?

If the original covenant holder dies before the Conservation Use or Agricultural Preferential covenant expires, the agreement is nullified, and the covenant ends without penalty, or the heirs have the option to renew the covenant without penalty.

If the property owner ends the covenant because of a foreclosure or medically documented illness, the covenant is breached. But only the tax savings incurred in that particular year will be forfeited.

What happens if the County or State wants some of my land for a right-of-way?

When a public body (government) acquires the land through eminent domain, the covenant ends. You may be entitled to sign up again, if you choose.

Property that is either given or sold to schools and power companies would also be included in this group.

What do I do if I want to enter my land in a Current Use Covenant but feel that I may want to develop some of the land before the 10 years is up?

The best approach would be to enroll only the land that you intend to keep in the qualifying uses for the life of the covenant. This means to create a new legal description for separate tracts.

For example, if you own 100 acres and feel you may want to develop or sell a portion during the 10 year covenant period, you will be required to submit a legal description to the Board of any property that will not be included in the covenant at the time you **first** sign up for the covenant. This legal description can be by deed or by survey, or it can be notated on a map.

Can I lease or rent my covenant land out for hunting, fishing, pine straw harvest, agricultural or tree crop production, or other qualifying uses without penalty?

Yes, these rights are specifically spelled out in the law. However, the person with whom you lease or rent land must otherwise qualify for the program (i.e. it cannot be rented out to companies).

Can I lease or rent my covenant land for other purposes, such as cell towers? What else is allowed in a Conservation Use Covenant?

Placing a cell tower on your property up to six acres is allowed, as long as the acres are taken out of the CUVA with a plat. As noted above, anyone who leases land must otherwise qualify for the program. Renting or leasing to companies and corporations who would not qualify for the program is considered a breach of the covenant (Cell tower carriers qualify as long as the qualified owner owns the property and leases it to them). Caution should be taken if you are considering leasing for any purpose other than cell towers, hunting or agricultural purposes.

Mineral exploration of possible mines, without removal of dirt

Allowing all or part of the property to lie fallow for conservation purposes or due to hardship. This cannot be longer than 2 of 5 years

Allowing all or part of the property subject to the covenant on which a corn crop is grown to be used for the purpose of constructing and operating a maze so long as the remainder of the corn crop is harvested.

Allowing all or part of the property to be used for agritourism purposes.

The term agritourism means charging admission for persons to visit, view, or participate in the operation of a farm or dairy or production of farm or dairy products for entertainment or educational purposes, or selling farm or dairy products to persons who visit such farms. Buying dairy products from a separate company and selling them on your CUVA property, for example, is **not** allowed.

Allowing all or part of the property which has been in a covenant for at least one year to be used as a site for farm weddings, as long as this does not turn into a permanent business.

Allowing all or part of the property which has been in a covenant for at least one year to be used to host not for profit equestrian performance events to which an admission fee may **not** be enforced for spectator entry, but which may charge an entry fee from each participant.

Allowing all or part of the property in a covenant to be used to host a not for profit rodeo event to which any spectator admission and participant entry fees are charged in an amount that in total does not exceed the cost of hosting the event.

Allowing part of the property subject to the covenant to be used for solar generation of energy and conversion of such energy into heat or electricity, and the sale of the same in accordance with applicable law.

The provisions of subparagraph (A) of this paragraph shall not allow the portion of the property on which such solar energy generating equipment is located, as depicted by a boundary survey prepared by a licensed surveyor, and which is subject to an existing covenant to remain in the covenant. Such property shall be removed from the existing covenant at the time of the installation of the solar energy generating equipment and shall be subject to the penalty for breach of the covenant contained in subsection (q) of this Code section and shall be subject to ad valorem taxation at fair market value; or

Allowing part of the property subject to the covenant to be used for farm labor housing. As used in this paragraph, the term "farm labor housing" means all buildings or structures used as living quarters when such housing is provided free of charge to workers who provide labor on agricultural property.

The provisions of subparagraph (A) of this paragraph shall not allow the portion of the property on which such farm labor housing is located and which is subject to an existing covenant to remain in the covenant, however there will be no breach. Such property shall be removed from the existing covenant at the time construction of the farm labor housing begins and shall be subject to ad valorem taxation at fair market value.

****Up to 25 acres can be sold or given to a church, charitable entity or for burial purposes – it must be used for religious or charitable reasons**

The law for Current Use Valuation says something about at least 50 percent of the property has to be in qualifying use. What does this mean about the other one-half of the property? Can smaller portions be used for other purposes as long as at least 50 percent is maintained in the qualifying use?

The law states that no ***other type of business may be operated on the unused portion.***

In addition, the unused portion must be minimally managed to prevent significant erosion or other environmental problems. If you have questions about your specific case, check with the Assessor's Office **before** you change use on **any** portions of your covenant lands.

What is the status of my house and yard if I currently enrolled in an Agricultural Preferential or Conservation Use covenant and also currently live on the property?

For ***Agricultural Preferential and Conservation Use***, Georgia law states that 1 acre of land underlying the house is **not** a part of the covenant and is valued according to the Fair Market value. The house in which you live is also not part of the covenant and is valued according to full Fair Market value. More importantly, total value changes under a Conservation Use covenant (including the eligible Miscellaneous Improvements, such as a barn) are limited to +/- 3 percent per year up to +/- 34.39 percent over the 10-year life of the covenant. Houses built

afterwards on properties that are already in Conservation Use covenants do not necessarily constitute a breach on their own, provided there is enough acreage. Contact the Tax Assessor's office beforehand if you're considering making such a change.

It should be noted that physical changes to the house, such as additions, are valued according to FMV.

Can I sell my house and yard that is located on Conservation Use covenant land, or rent it out, without breaking my covenant agreement, even when the remaining land stays in the qualifying use?

Conservation Use and Agricultural Preferential valuation does not apply to a residence but does apply to the land on which the house is located, aside from **1 acre per existing residence** that exists at the time when a property is entered into conservation use. on the agricultural or forest property under covenant. Therefore, the house and yard may not be considered for sale **separately** from the Conservation Use covenant, **unless** the acreage was cut out for the residence(s) at the covenant's beginning. Renting the residence or any other house or mobile home located on the parcel is not allowed also unless that acreage had been discluded. Be sure to check with The Effingham County Board of Tax Assessors **before** making any changes in ownership, or renting, of the house and/or any part of the property.

What if I want to change between Agricultural Preferential Assessment and Conservation Use Valuation?

There is no apparent time limit set by Georgia law on when you can change from an existing Agricultural Preferential Assessment covenant to a Conservation Use covenant. However, you can change from Preferential Assessment to Conservation Use, for a particular covenant, only once.

You cannot change from an existing Conservation Use covenant to a new Agricultural Preferential Assessment covenant except at the end of the Conservation Use agreement.

How much is my land worth under the Conservation Use covenant? Who decides what it is worth? How is a particular piece of land given a value?

Full FMV land value is based on its use, location and soil productivity. Conservation Use looks solely at soil productivity when calculating CUVA values. Annually the Georgia Department of Revenue publishes a table of values for all Conservation Use land in Georgia. The table of values is available at the Effingham County Tax Assessors Office, University of Georgia Cooperative Extension Service County Office, the Georgia Forestry Association, Georgia Farm Bureau Federation and the Georgia Forestry Commission.

Once your application has been approved, the acreage of your parcel is broken down by soil Classification. Then the soil types are costed against the above table and totaled for a new Conservation Use Value.

While my land is in a Conservation Use covenant, how do I keep up with its Fair Market Value (FMV)?

The Assessor's Office will continue to notify the taxpayer of any changes to the FMV of the covenanted property. This information is on your Assessment Notice mailed annually. Remember the difference between FMV and Conservation Use Value is the basis for calculating any penalty. So, pay careful attention each year to the FMV of your land, even while in a protective covenant.

What happens if I want to divide my property for estate planning purposes and deed off portions while I am in the covenant?

If you do not change the use of the property, each party may be eligible to file for continuance of the original covenant. It would be wise to discuss this with the property evaluation office to make sure that the division will be done in a manner that would not breach the covenant.

The Board of Assessors should be consulted before building any improvements on property divided for estate planning purposes.

If I choose to place my property into a LC, LLC, LP, Family Farm Corporation etc., for estate planning purposes or other income tax purposes, how will this affect my covenant?

If property is placed in any of the above, there are specific requirements under the law. The partnership or Family Farm Corporation(s) MUST derive 80% of its income from bona fide agricultural production purposes within this state. It may NOT receive more than 20% of its income from other non-related agricultural purposes, such as dividends on stocks and bonds, other nonagricultural investments, rental income, etc.

The Effingham County Board of Assessors will require the following along with your application under these circumstances:

Copy of your certificate of corporation filed with the Secretary of State
 Copy of the income tax return for the partnership or corporation, and/or other proof of income;
 and
 An affidavit that the parties are related to each other in accordance with the law.

What happens if I divide my property or sell it, and the new owners do not come in and file for a continuance covenant?

After a sale to a new owner, the deed goes into effect on January 1st. The deadline for the new owners to continue the covenant is April 1st. The Board of Assessors will send both the transferee and the transferor a notice of the Board's intent to assess a penalty for the breach of the covenant. The notice shall be entitled *Notice of Intent to Assess Penalty for Breach of a Conservation Use Covenant* and shall set forth the following information:

The requirements of the new owner, or the owner of the property currently receiving current use Assessment, to apply for a continuation of the current use assessment within **30** days of the date of postmark of the notice;

The requirement of the new owner of the property currently receiving current use assessment to continuously devote the property to an applicable bona fide qualifying use for the duration of the notice;

The change to the assessment if the covenant is breached, and;

The amount of the penalty if breached.

If I file an application, what will the Board of Assessors look at to determine if I qualify?

The Board will review the current use of the property. An appraiser from the Tax Assessors Office will perform an on-site inspection of the property and prepare a report for the Board of Assessors.

You should submit any documentation you have regarding the bona fide Conservation Use of the property. Examples would be:

- IRS Schedule E, reporting farm related income or loss
- Federal Income Tax Schedule "F" with Form 1040 or Form 4835, if applicable
- Timber Management Plans
- Receipts of sale of hay, livestock, produce, etc.
- Receipts for purchase of feed, fertilizers, seed, equipment, etc.
- Any documentation that will assist the Board in determining the qualifying use.

If I have property that has been under a Conservation Use or Preferential Agricultural covenant for 10 years, will my covenant automatically be renewed at the end of the 10 years?

No. You must sign a release of the first 10-year covenant and the exemption ends. At the end of October, the Tax Assessors office will send you notification that your covenant is about to expire.

You must file an application for a new 10-year covenant, if you desire the exemption to continue.

If you apply for your second 10-year period, it is considered a *renewal covenant*.

If I had the exemption before, I should automatically qualify again, right?

Not necessarily. Ten years is a long period, and many changes can occur.

During the first 10 years since the covenant was originally placed into law in 1992, there have been changes made to the law, changes to the state regulations, and changes due to court cases that clarify the law. These changes included making it more difficult for smaller tracts to enter into these covenants without additional proof, clarification of the type of income allowed (no non-agricultural related rental income) and clarification of the definition of *primary use* of the property.

There may have been changes in ownership, changes in use and other factors that need to be reviewed.

What do I do if I am turned down for a covenant?

If your application is turned down, you may appeal the decision of the Board of Tax Assessors. This must be done, in writing, within **45** days of the date of the letter of notification. Your appeal will be forwarded to the Board of Equalization for a hearing.

If I have questions, who and where do I call for answers?

Any time you have questions regarding filing an application, or changing the use of your property, you can contact one of the following persons at the Effingham County Board of Tax Assessor's Office.

Neal Groover, Chief Appraiser
Jennifer Keyes, Deputy Chief Appraiser
Christine Sarna, Appraiser II
Evelyn Lowery, Appraiser II

For Further Information Contact:

The Effingham County Tax Assessor's Office

Monday – Friday 8:30 a.m. – 5:00 p.m.

(912) 754-2125

Or by email: Csarna@effinghamcounty.org