



US Army Corps  
of Engineers®  
Rock Island District

# Compliance Tips for THE ROCK ISLAND DISTRICT COTTAGE SITE PROGRAM

The US Army Corps of Engineers appreciates our Lessees' interest in caring for our Federal lands and waters through the Cottage Site Program. To assist our Lessees, the Real Estate Division has identified some tips to assist you maintain compliance with Federal laws and regulations associated with your lease.

**THIS LIST IS NOT EXHAUSTIVE. \***



## MAKING IMPROVEMENTS

<b>EXPANDING OR REMODELING</b>	Cottages that have been previously remodeled or modified with an expansion or rebuilt bigger in the past may not be expanded further. <sup>1</sup> If you are interested in remodeling or rebuilding your cottage, please contact our Real Estate Team first.
<b>APPURTENANCES</b>	An appurtenance is any object or structure that is connected to the ground (excluding the cottage itself) and includes, but is not limited to, garages, decks, patios, sidewalks, sheds, flagpoles, firepits, and driveways. Your lease limits appurtenances to a total of no more than 700 square feet and certain appurtenances may be prohibited. <sup>2</sup> Contact our Real Estate Team if you are interested in adding, replacing, or modifying any appurtenance.
<b>RAISING / ELEVATING A COTTAGE</b>	Cottages that need to be raised or elevated will require written USACE permission and other applicable Federal, state, or local permissions for floodplain development. <sup>3</sup> Please contact the Real Estate Team first to discuss your project.
<b>HOW TO APPLY</b>	Contact your Real Estate Team to request an application. Lease Paragraph No. 6b, "Use of Premises", requires that you obtain our prior written permission before you add or alter all improvements. Improvements include changes to any structures, new structures, or temporary structures. <sup>4</sup> See Page 4 under IMPROVEMENTS for information or contact the Real Estate Team with questions.



## SANITATION/TRASH DISPOSAL

<b>NO DUMPING</b>	All garbage, refuse, animal waste, and any unused or discarded personal item must be properly disposed completely off the cottage site. Do not dispose on adjacent Federal lands or waters. <sup>5</sup> If you are unsure how or where to take your trash, our Real Estate Team may be able to help you find the right resource.
<b>NO TRASH BURNING</b>	Burning trash such as plastic bottles, aluminum cans, or household items, in fire pits, grills, or fireplaces is prohibited. <sup>6</sup> Please dispose all trash in a proper receptacle.
<b>SEPTIC / WELLS</b>	Keep wells and sanitary sewage disposal facilities safe by pumping, inspecting, and testing as needed. <sup>7</sup> Request for new wells and/or sanitary sewage disposal facilities require written permission from USACE and local health authorities before work can be done. See Page 4 under IMPROVEMENTS for information or contact the Real Estate Team with questions.



## MAINTENANCE AND UPKEEP

<b>PERSONAL PROPERTY</b>	Except for motor vehicles and boats, items that are not attached to the ground are considered personal property and should be stored away inside the cottage or other structure unless being used that specific day. <sup>8</sup> Electric cords and portable gas tanks must be disconnected and stored away when not in use.
<b>MAKING REPAIRS</b>	Keep your cottage and appurtenances in a usable and safe condition by performing routine maintenance, such as minor repairs and upkeep (i.e., fixing broken boards, windows, or doors). <sup>9</sup> Unsafe structures will be reported to enforcement agencies, which could result in citations and fines, condemnation notices, and possible lease revocation. If a repair requires ground disturbance or alters, modifies, expands, or contracts the cottage or an appurtenance may require USACE permission. Contact the Real Estate Team with questions.
<b>GARDENING</b>	Annual crop gardens are not allowed. Existing perennials plants may be maintained above ground, but may not be transplanted, divided, or otherwise disturb the ground without written USACE permission. <sup>10</sup> Container planting and native vegetation may be permitted with USACE permission. Contact the Real Estate Team with questions.
<b>DIGGING/FILLING</b>	Digging, excavating, grading, filling, adding gravel or rip rap on Federal lands and waters require USACE permission. <sup>11</sup> Contact the Real Estate Team with questions.
<b>MOWING</b>	Grass around the cottage and appurtenances must be maintained at a reasonable height during the recreation season (May-Oct). Be sure to only mow within the boundaries of your cottage site area. Mowing or cutting vegetation beyond your site is prohibited. <sup>12</sup>



## TREES AND NATURAL RESOURCES

<b>PLANTING / CUTTING / TRIMMING TREES</b>	Planting new trees and cutting or trimming standing trees (alive or dead) is prohibited without USACE permission. <sup>13</sup> If you have a hazardous tree situation or wish to plant a native tree, contact your Real Estate Team for information.
<b>FALLEN DEAD TREES</b>	Only fallen dead trees may be salvaged for firewood for recreational fires at the cottage site. Permission is required to cut any standing dead or dying tree. Selling firewood from salvaged trees is prohibited. <sup>14</sup>
<b>HANGING / ATTACHING TO TREES</b>	No item including, but not limited to, bird/bat/duck houses, feeders, decorations, swings, lights, cameras, or signs shall be attached to or hung from any tree, dead or alive. <sup>15</sup> These items may be hung freely from the cottage or an existing appurtenance. Contact your Real Estate Team with questions.
<b>OPEN BURNING</b>	Fires shall be confined to fireplaces, grills, or other facilities designated for this purpose. Open burning of any material, including tree stumps, fallen leaves, or other natural debris, is prohibited. <sup>16</sup> Scrap wood, excess building materials, and trash may not be burned and must be disposed properly and completely off Federal lands. Refer to NO DUMPING and NO TRASH BURNING on page 1.
<b>PESTICIDES / HERBICIDES</b>	Herbicide and pesticide use at the cottage site is prohibited without USACE permission. <sup>17</sup> Contact your Real Estate Team with questions.
<b>TREE PROTECTION</b>	Protecting trees with wire mesh or chicken wire from beavers and other animals is permitted if the mesh/chicken wire is a minimum of 3 inches away and does not restrict the growth of the tree. <sup>18</sup>

## VEHICLES, BOATS, CAMPERS, TRAILERS

<b>PROHIBITED VEHICLES</b>	Snowmobiles and all-terrain vehicles may not be operated at the cottage site or on adjacent Federal lands. <sup>19</sup>
<b>REGISTRATION REQUIRED</b>	Keep all vehicles, boats, and trailers maintained in operating condition with current state registration displayed. Unregistered or non-operable cars, boats, and trailers are not allowed on cottage sites. <sup>20</sup>
<b>CAMPING PROHIBITED</b>	Camping is permitted only at designated sites and/or campgrounds. Do not camp at the cottage site. <sup>21</sup> Campers and other recreational vehicles must remain unoccupied and disconnected from all utilities.
<b>ONE DESIGNATED PARKING AREA</b>	Park all vehicles and trailers in one designated area only. Park vehicles and trailers in areas where they will not obstruct or impede normal or emergency traffic or create a hazard to any person, property, or the environment. <sup>22</sup>
<b>INOPERABLE VEHICLES</b>	Vehicles must be maintained in an operating condition. Inoperable vehicles must be removed completely from Federal lands. <sup>23</sup> Spare car parts must be properly stored within a closed structure or completely removed off Federal lands.
<b>GASOLINE AND OTHER TOXIC MATERIAL STORAGE</b>	Gasoline, tires, spark plugs, batteries, new or used oil, and any other chemical or toxic substances must be properly stored within a closed structure (no carports or under cottages) that is located above the ordinary high-water mark, or completely removed off Federal lands. <sup>24</sup>



## RESTRICTED ACTIVITIES

<b>FULL-TIME RESIDENCE</b>	Recreational cottages are not permitted for use as full-time residences. <sup>25</sup>
<b>BUSINESS ACTIVITIES</b>	Operating a business from the cottage site or using the cottage site for a business purpose, such as a vacation rental, is prohibited. <sup>26</sup>
<b>HUNTING / TRAPPING</b>	Hunting, trapping, and associated activities including, but not limited to, target practice, discharging firearms, and storing/keeping traps at your cottage site is prohibited. <sup>27</sup>
<b>PETS</b>	Domestic pets on cottage sites must be confined on a leash under 6 feet in length, or otherwise restrained. Kennels and fences shall not be erected to restrain pets. Pets shall not be left unattended and should not unreasonably disturb other people. Pets must be kept under control to prevent attacks on persons entering the cottage area. Lessees are responsible for promptly and properly disposing of animal waste. <sup>28</sup>
<b>PREVENTING PUBLIC ACCESS</b>	Leased lands are public lands and must be always accessible to the public. The installation of fences, roadway gates, or signs restricting public access to Federal lands and waters is prohibited. <sup>29</sup>
<b>REFUSING ENTRY TO FEDERAL EMPLOYEE</b>	Cottage sites on Federal lands are subject to regular and recurring compliance inspections. USACE employees shall not be impeded from visiting the cottage site and/or taking photographs. <sup>30</sup> Feel free to chat with any of our Realty Specialists and discuss your questions or concerns.

# *Administrative Fee Schedule*

TYPE	FEE	PROCESS & ESTIMATED TIME
<b>IMPROVEMENTS</b>	<b>\$600.00</b>	An application with ALL plans and permits is required. Upon receipt of all required documents, your application will be routed to our internal departments for evaluation. If approved, a Supplemental Agreement will be drafted and reviewed. This process could take up to a minimum of <b>12 months</b> after the completed application has been reviewed and approved.
<b>ASSIGNMENTS</b>	<b>\$450.00</b>	Applications are required from both the assignor (seller) and assignee (buyer) with ALL required documentation. If approved, a Supplemental Agreement will be drafted and reviewed. This process could take up to minimum of <b>6 months</b> after the completed applications of both the buyer and the seller have been reviewed and approved.
<b>ADDITION OF A SPOUSE</b>	<b>\$100.00</b>	An application is required with ALL listed documentation on the application. If approved, a Supplemental Agreement will be drafted and reviewed. This process could take up to a minimum of <b>6 months</b> after the completed application has been reviewed and approved.

**Mailing Address:** **U.S. Army Corps of Engineers Rock Island District  
Attn: Real Estate Division (Cottage Sites)  
PO Box 2004  
Rock Island, IL 61204-2004**

**Telephone Number:** **(309) 794-5887**

**Email Address:** **MVR-RE-CottageSites@usace.army.mil**

**\* DISCLAIMER:** This Compliance Tip Sheet is not in order of importance and is not comprehensive. The preceding charts in this booklet address the most common violations but does not cover ALL potential violations. The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer and to such rules and regulations as may be prescribed from time to time. Please refer to your lease, any supplemental agreements, and Title 36 regarding rules and regulations. If you are still unsure, please contact the Real Estate Team to answer any questions regarding your lease.

The following footnotes and citations are for general reference and do not necessarily represent the only source of authority for a particular chart topic:

<sup>1</sup> Refer to your lease regarding expansions.  
Lease condition numbers may vary from lease to lease.  
<sup>2</sup> Refer to your lease regarding appurtenances.  
Lease condition numbers may vary from lease to lease.  
<sup>3</sup> Lease Condition 6.  
<sup>4</sup> Lease Condition 6(b).  
<sup>5</sup> Title 36 § 327.9.  
<sup>6</sup> Title 36 § 327.9, 327.10(b), Lease Condition 21.  
<sup>7</sup> Lease Conditions 6 (a-b) and 21.  
<sup>8</sup> Title 36 § 327.15(a-b).  
<sup>9</sup> Lease Condition 6(a-b).  
<sup>10</sup> Lease Condition 19, Title 36 § 327.14(a)  
<sup>11</sup> Lease Condition 19, Title 36 § 327.14(a)  
<sup>12</sup> Lease Condition 6(a), Title 36 § 327.14(a)  
<sup>13</sup> Lease Condition 19, Title 36 § 327.14(a)  
<sup>14</sup> Lease Condition 19, Title 36 § 327.14(a)

<sup>15</sup> Lease Condition 19, Title 36 § 327.14(a)  
<sup>16</sup> Lease Condition 9, 19, & 21; Title 36 § 327.14 & 327.10(b), (c)  
<sup>17</sup> Lease Condition 5, 21  
<sup>18</sup> Lease Condition 9, Title 36 § 327.14(a)  
<sup>19</sup> Title 36 § 327.14(a), (e)  
<sup>20</sup> Title 36 § 327.2(h), 327.3(i)  
<sup>21</sup> Title 36 § 327.7(a), (e)  
<sup>22</sup> Title 36 § 327.2(b)  
<sup>23</sup> Title 36 § 327.15(a), (b)  
<sup>24</sup> Lease Condition 21, Title 36 § 327.10(a), (c)  
<sup>25</sup> Lease Condition 6(a), Title 36 § 327.22(a)  
<sup>26</sup> Lease Condition 13(b), Title 36 § 327.18  
<sup>27</sup> Lease Condition 26, Title 36 § 327.13  
<sup>28</sup> Title 36 § 327.11  
<sup>29</sup> Lease Condition 18, Title 36 § 327.24  
<sup>30</sup> Lease Condition 10(a), Title 36 § 327.24