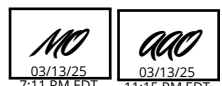


182
See DSD
DB 142 PG 310
7-8-92
12 p.m.
8/13

1:21 p.m.
10-7-92

10-2-92
See WD + DSD
DB 166
PG 326 + 329
cfe



See DSD
DB 166 PG 374
cfe

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE NECK SUBDIVISION

THIS DECLARATION, made this twenty second day of September, 1988, by EAGLE NECK DEVELOPMENT COMPANY, a Georgia corporation (herein called "Developer")

1. DECLARATION PURPOSES:

1.1 General Purposes. The Developer is the owner of certain real property located in McIntosh County, Georgia, which is more particularly described upon a plat of survey of Eagle Neck Subdivision made by John O. Parker, dated September the ninth, 1988, and recorded in Cabinet #1, Slide 3E and 3D, McIntosh County Records, and desires to create thereon a residential subdivision with certain open spaces and other common facilities for the benefit of said subdivision.

The Developer desires to provide for the preservation of the values and amenities in said subdivision and for the maintenance of the open spaces and other common facilities and to this end desires to subject the real property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

2. GENERAL RESTRICTIONS

2.1 Land Use and Building Type. All numbered lots on the recorded subdivision plat are intended as dwelling lots and shall be used for private residence purposes only. Only one building designed for occupancy by a single family may be erected. Additionally, on those lots designated as having airstrip access, one accessory building designed for use with said dwelling as a private aircraft hangar may be erected.

2.2 Building Height. No dwelling shall be erected, altered or placed which is more than 30 feet in height or two stories, whichever is less.

2.3 Dwelling Quality. All buildings shall be constructed in accordance with applicable government building codes and must be approved by an Architectural Review Board (herein called "ARB") designated by the Eagle Neck Home Owners Association Inc. (herein called the "Association"). House trailers and modular homes will not be permitted. Exposed block walls will also not be permitted.

10-8-92
See WD
DB 166 PG 383
cfe

10-22-92
See WD
DB 167 PG 211
cfe

2.4 Minimum Living Area. The minimum living area of a dwelling shall be (i) for a one story dwelling not less than 1500 square feet, and (ii) for dwellings of more than one story, not less than 2000 square feet in the dwelling and not less than 1200 square feet on the first story.

2.5 Aircraft Hangar Size. The maximum square footage of an aircraft hangar will be limited to 3000 square feet.

2.6 Location of Dwellings and Structures on Lot. No building shall be located on any lot nearer than fifty (50) feet to the marsh line, the edge of the airstrip, or any road. No building shall be located nearer than twenty (20) feet to the rear lot line. No building shall be located nearer than twenty (20) feet from side lines. These restrictions can be amended by the Association on a per lot basis if the lot has unusual features that make the above restrictions impractical.

2.7 Lots. No lots in said property may be subdivided.

2.8 Signs. No sign of any kind shall be displayed to the public view on any of the property without first obtaining the approval of the Association.

2.9 Nuisances and Livestock. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No livestock or poultry other than customary domestic pets such as dogs and cats shall be kept or maintained on any lot.

2.10 Temporary Structures. No trailer, tent, shack or other structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary buildings used during construction shall be removed upon completion of construction.

2.11 Completion of Construction. Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any dwelling shall be completed within one year from commencement of construction, except that such period may be extended by reason of act of God, labor disputes or other matters beyond the owner's control.

2.12 Matters Requiring Approval. No building, fence, wall, dock or other structure

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shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, height, materials, location and grade of the same shall have been submitted to and approved by the ARB.

2.13 Procedures of Obtaining Required Approval. Whenever approval is required of the ARB, appropriate plans and specifications shall be submitted to the ARB (or to the Developer if the ARB is not functioning). The ARB (or the Developer) shall either approve or disapprove such design and location and proposed construction and clearing activities within thirty days after said plans and specifications have been submitted to it. If such plans and specifications are not approved or disapproved within thirty days after submission, approval will not be necessary.

2.14 No Hunting and no Firearms Discharged. No hunting, taking of birds, alligators, or other wildlife shall be permitted on or around the property without written approval of the Association. No firearms shall be discharged.

2.15 Water System. There shall be no drilling of private wells on any lot. Each lot owner will be required to use water furnished by a community water system to be installed on the real Property. There will be a tap-on fee of \$400 which is based upon current actual cost of the system and a maximum charge of \$15 per month for use of water. The one time tap-on fee is due at closing. The monthly charge will be billed semi-annually. Both of these charges shall be subject to review and change by the Association and shall be based upon the actual costs and operating expenses of the system.

2.16 Underground Power. The Developer agrees to furnish underground power to each lot. Each lot purchaser agrees to pay \$200 at closing to cover the estimated line drop cost and the estimated difference between a pole mounted transformer and a pad mounted transformer.

2.17 Garbage and Refuse Disposal. Trash, garbage or other waste shall not be kept, except in sealed, sanitary and animal-proof containers. Trash removal can be facilitated by a local trash service or by the lot owner himself.

2.18 Weed Control. In the event that any lot owner shall fail or refuse to keep the premises free of weeds, underbrush or refuse piles, then the Association may enter upon said lot and remove such refuse, or mow or cut such weeds or underbrush, and

charge the lot owner the cost of such services. Such entry on the part of the Association shall not be deemed a trespass.

2.19 Vehicles. The use for habitual parking of commercial vehicles, boats, trailers of any kind or other similar vehicles anywhere except under a dwelling or in an accessory building is prohibited.

2.20 Television Dishes. Television dishes are prohibited except by written permission from the Association.

2.21 Above Ground Pools. Above ground swimming pools are prohibited except by written permission from the Association.

2.22 Utility Easements. Seven and one half feet on either side of all lot lines is reserved as an underground utility easement by the Developer.

3. PROPERTY RIGHTS IN THE COMMON PROPERTIES AND OBLIGATION OF THE ASSOCIATION WITH RESPECT THERETO:

3.1 The Developer, for itself, its successors and assigns, hereby covenants to convey to the Association as common properties legal title to all areas which are so indicated upon the aforescribed plat of survey. The Developer will retain title and all rights on the adjacent airstrip and airstrip areas; however, ingress and egress between the airstrip and lots designated as having airstrip access will be guaranteed. The Developer further guarantees all lot owners the right to use the airstrip for private, non commercial purposes and to provide each lot owner without airstrip access one aircraft tiedown space at no cost. The Developer may at some time in the future decide to convey the airstrip and the airstrip areas to the Association.

3.2 The Association will accept conveyance of the common properties which the Developer is obligated to or may convey to the Association.

4. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 Membership. Every person or entity who is a record owner in any lot which by covenants of record is subject to assessment by the Association shall be a member of the Association.

4.2 Voting Rights. The Association shall have two classes of voting members.

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Class A: Class A members shall be all those owners as defined in Paragraph 4.1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership.

Class B: Class B member shall be the Developer. Class B members shall be entitled to three votes for each lot in which it holds the interest required for membership by Paragraph 4.1.

5. COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owned by it within the real property, hereby covenants, and each owner of any lot, his heirs, representatives, successors and assigns, hereby covenants to pay to the Association a general purpose annual assessment. This assessment together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land.

5.2 Purpose of Assessments. The annual general purpose assessments shall be used exclusively for the improvement and maintenance of the properties, services and facilities devoted to such purpose and related to the use and enjoyment of the common properties and for the payment of taxes, if any, upon the common properties.

5.3 Annual General Purpose Assessments. The annual general purpose assessment shall be \$200 per lot or living unit. From and after Jan. 1, 1990, the annual general purpose assessment may be increased or decreased by vote of the members, as hereinafter provided, for the next succeeding three years, and at the end of each such three year period, for an additional succeeding period of three years.

5.4 Date of Commencement of Annual Assessments. The general purpose assessments shall commence on January 1, 1989. The first years assessment will be pro-rated as of the date of closing to cover the remainder of the year. The assessment for any year after the first year shall become due and payable on the first day of January of said year.

5.5 Effect of Non-Payment of Assessment. If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments

are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

6. GENERAL PROVISIONS

6.1 Duration. These covenants and restrictions are to run with the land and shall be binding on Developer and lot owners and all persons claiming under them for a period of twenty-five (25) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

6.2 Notices. Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of mailing.

6.3 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain or to recover damages.

6.4 Modification. By recorded supplemental declaration, the Developer may modify any of the provisions of this Declaration or any supplemental declaration for the purpose of clarifying any such provisions, provided no such modification shall change the substantive provisions of any such document or materially alter the rights of any owner established by any such document.

6.5 Severability. Invalidation of any one of these covenants or restrictions by judgement or court order in no way shall affect any other provisions, which shall remain in full force and effect.

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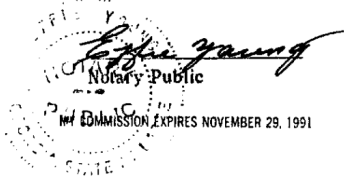
IN WITNESS WHEREOF, the foregoing instrument has been executed and its corporate seal affixed on the day and year first above written by the officers of the undersigned thereunto duly authorized.

Witness:

EAGLE NECK DEVELOPMENT COMPANY

J. P. Adams
Unofficial Witness

By *Ben M. Cart Jr.*
Ben M. Cart Jr., President



By *Janet G. Cart*
Janet G. Cart, Secretary
(Corporate Seal)

*Recorded Sept. 22, 1988.
Sharon B. Holmes, R.C.S.C.*