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# *EAGLE NECK*

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## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE NECK SUBDIVISION**

**Established September 1988**

**Eagle Neck Homeowners Association, Inc  
January 2022**

## **SCOPE**

This document is a consolidated compilation of multiple documents that are on file with the McIntosh County Courthouse. It was compiled by the Board of the Eagle Neck Homeowners' Association to provide a single easy-to-read document that the Board believes precisely represents those documents on file. In case of a discrepancy between this document and the documents on file, those on file have legal precedence.

## **REFERENCES**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE NECK SUBDIVISION  
22 September 1988 Deed Book 127, Page 182  
(Original Declarations)

AMENDMENT to DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE NECK  
SUBDIVISION  
30 March 1989 Deed Book 130, Page 274  
(2.1 Land use and Building Type)  
(2.2 Building Height)  
(2.3 Architectural Control)

Second AMENDMENT to DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE NECK  
SUBDIVISION  
17 December 1990 Deed Book 147, Page 241  
(2.12 Matters Requiring Approval – (Lot Clearing))

AMENDMENT to DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE NECK  
SUBDIVISION  
16 August 1994 Deed Book 187, Page 306  
(Deemed invalid per Court Order to 06V-183, Deed Book 644, Page 425)

AMENDMENT to DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE NECK  
SUBDIVISION  
24 April 2006 Deed Book 431, Page 283  
(Deemed invalid per Court Order to 06V-183, Deed Book 644, Page 426)

AMENDMENT to DECLARATIONS AND ESTABLISHMENTS OF CONDITIONS, RESERVATIONS, LIMITATIONS,  
RESTRICTIONS, EASEMENTS, RIGHTS AND PRIVILEGES FOR EAGLE NECK SUBDIVISION, PHASE II, CONSISTING OF  
LOTS 23 THROUGH 31  
24 April 2006 Deed Book 431, Page 287  
(Deemed invalid per Court Order to 06V-183, Deed Book 644, Page 427, with Respect to  
Eagle Neck Deed Book 644, Page 435)  
(Membership, Easements, Rights and Privileges, Phase II Lots 23-31, and Commercial Area)

ORDER ON DEFENDANTS' COUNTERCLAIM FOR DECLARATORY AND INJUNCTIVE RELIEF INCLUDING ITS MOTION FOR JUDGMENT AS TO CERTAIN PROPERTY RIGHTS; CIVIL ACTION 06V-183

9 August 2013 Deed Book 644, Page 421

(Membership, Easements, Rights and Privileges, Phase II Lots 23-31 and Commercial Area)

AMENDMENT to DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE NECK SUBDIVISION

15 September 2020 Deed Book 661, Page 827

(2.1 Land Use and Building Type (Allowing Detached Residential Style Garages))

AMENDMENT to DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE NECK SUBDIVISION

15 September 2020 Deed Book 661, Page 838

(2.1.a Adjacent Lots)

AMENDMENT to DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE NECK SUBDIVISION

01 June 2021 Deed Book 672, Page 961

(2.1.a.7 Construct Buildings on Adjacent Lots)

(Set Back Clarification)

AMENDMENT to DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE NECK SUBDIVISION

01 June 2021 Deed Book 672, Page 968

(7.0 Additional Property)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE NECK  
SUBDIVISION**

**THIS DECLARATION, made this twenty second day of September 1988, and subsequently amended by EAGLE NECK DEVELOPMENT COMPANT, 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, one accessory building designed for use as a private aircraft hangar and one accessory building for use as an automotive garage (detached garage) may be erected or constructed, such to be accomplished coincident with or subsequent to the erection or construction of said dwelling. Accessory buildings shall be consistent with exterior residential construction. Commercial metal building materials shall not be permitted. Hangars shall be enclosed and must have doors. Detached garages must be designed for two or more cars.

2.1a Adjacent Lots. Accessory buildings described in Paragraph 2.1 above may be built on a single lot adjacent to another lot prior to the construction of a residence if the following conditions are met:

1. Both lots are owned by the same Member.
2. The two lots in question share a common lot line or are separated only by an easement for access to a flag lot.
3. One lot must have a single-family residence build coincident with or prior to completion of the accessory buildings on the second lot.
4. The single-family residence and accessory buildings on both lots must all utilize the same building materials and construction techniques so as to create the appearance of one large lot.
5. The Member owning the two lots shall continue to pay dues for both lots, and shall continue to have voting rights as an owner of two lots.

6. The Member owning the two lots shall acknowledge and accept deed restrictions filed with McIntosh County that restrict the sale of either lot individually, unless and until the Architectural Review Board has accepted plans from both the old and the new owners to bring each individual lot into compliance with the first paragraph of Section 2.1.
  7. In this case, the Architectural Review Board has the authority to waive building setback requirements of Paragraph 2.6 between the Adjacent Lots, including allowing any building or residence to cross the property line, provided such waiver is not detrimental to the Members of the Association. The Member owning the adjacent lots must acknowledge that acceptance of the waiver may make it difficult or impossible to sell either lot individually in the future, due to the requirements of Paragraph 2.1.a.6
- 2.2 Building Height. No dwelling shall be erected or constructed having more than two stories or being higher than thirty-five (35) feet above grade, as measured directly in front of said dwelling. For this purpose, "grade" shall be defined as the naturally occurring grade of the lot prior to any excavation or grading in anticipation of or in conjunction with the erection or construction of said dwelling.
- 2.3 Architectural Control. All buildings, whether intended for use as a dwelling, as an aircraft hanger, or otherwise, shall be constructed in accordance with applicable government building codes. No such building shall be constructed, built, erected, placed, or altered until the building plans, elevations, specifications of materials, specifications of exterior finishes, and specifications of construction methods, with plat plans showing the location of such building(s), have been approved by an Architectural Review board (herein called ("ARB") designated by the Eagle Neck Home Owners' Associations, Inc. (herein called the "Association"), or by Developer if the Association has not so appointed the ARB, as to conformity and harmony of external finishes, colors, design and general quality with the existing standards of Eagle Neck Subdivision, which approval shall be the sole discretion of the ARB, or developer if no ARB has been designated. Indication of said approval or non-approval shall be affixed to both of the two sets of plans prescribed to be turned over to the Developer to initiate the approval/non-approval process, and one of such sets of plans shall be returned. The reasons for any non-approval shall be set forth on the returned set of plans. Any such plans, neither approved nor non-approved within 30 days after submittal, shall be deemed to have been approved. After approval, no exterior changes shall be made without the written consent of the ARB or Developer if no ARB has been designated. Any later addition, additions, or alterations to any building(s) must be submitted for approval/non-approval pursuant to the process described above. Concrete blocks may not be used for any above-ground elevations unless covered with veneer, stone, or other exterior covering specifically approved by the ARB, or by Developer if no ARB has been designated. House trailers, travel trailers, mobile homes, modular homes, and the like are not permitted under any circumstances.
- 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 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. Any and all land clearing or grading shall be accomplished in accordance with a site plat to approved by the ARB prior to the commencement of such clearing or grading. Submittal, review, and approval/disapproval shall be done in accordance with Paragraph 2.3 hereof.
- 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 assessor 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, noncommercial 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.

**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 January 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 a 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 sus 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.

## **7. ADDITIONAL PROPERTY**

In addition to the property described in Paragraph 1.1, Membership in the Association includes Certain Lots shown on:

The Revision to plat of Eagle Neck Subdivision, prepared by Southern Surveying and recorded in Plan Cabinet 1, Slides 26-F and 26-G, in the office of the Clerk of Superior Court of McIntosh County, State of Georgia, on August 17, 1990, and

The plat entitled Eagle Neck Subdivision, Phase II as prepared by Quillie Kinard, Georgia Register of Land Surveyor No. 1572, on the date of November 4, 2003, and recorded in Plan Cabinet 1, Slide 241-A, in the office of the Clerk of Superior Court of McIntosh County, State of Georgia, on June 3, 2004, and

The plat entitled Survey Plat of Tract "B", containing 7.984 acres, Showing Division Into Tracts B1 Thru B5, 22<sup>nd</sup> G.M.D., McIntosh County, Georgia for David Graham, as prepared by Charles W. Johnson, Georgia Register of Land Surveyor No. 2698, on December 9, 2005, and recorded in Plan Cabinet 1, Slide 253-D, in the office of the Clerk of Superior Court of McIntosh County, State of Georgia, on January 4, 2006, and

The plat entitled Survey Plat of Tract B3, Showing Subdivision into Lots 1 Thru 4, 22<sup>nd</sup> G.M.D., McIntosh County, Georgia for A. J. Simonetta, as prepared by Charles W. Johnson, Georgia Register of Land Surveyor No. 2698, on June 6, 2007, and recorded as an attachment to a Special Warranty Deed recorded at Deed Book 568, Page 166, in the office of the Clerk of Superior Court of McIntosh County, State of Georgia, on October 26, 2012.

These Certain Lots are:

1. Lot 0 Eagle Neck Subdivision
2. Lot 81 Eagle Neck Subdivision
3. Lot 82 Eagle Neck Subdivision
4. Tract B1
5. Tract B2
6. Lot 1 Subdivision of Tract B3
7. Lot 3 Subdivision of Tract B3
8. Lot 4 Subdivision of Tract B3
9. Lot 28 Eagle Neck Subdivision Phase II

These additional Lots are considered numbered lots and are subject to all Restrictions and Assessments in this Declaration and Association Bylaws, as well as past and future lawful Amendments. Owners of these lots shall enjoy all rights given Members of the Association by this Declaration and the Association Bylaws, and by past and future lawful Amendments.

