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Connie H. Cheatham  
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Penalty: \$0.00  
Interest: \$0.00  
Participants: 1662063472

**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS  
APPLICABLE TO  
MILLBROOK SUBDIVISION-PHASE 1B**

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 1<sup>st</sup> day of February, 2024, by TEBELCO INC., hereinafter referred to as the “Declarant”,

**WITNESSETH THAT:**

WHEREAS, TEBELCO, INC. is vested with fee simple title to certain real property located in McDuffie County, Georgia, being described as Lots A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22, A-23, A-24, A-25, A-26, A-27, A-28, and A29, as shown on a Plat of Millbrook Subdivision Phase 1B by John A. McGill, dated October 20, 2023, and recorded in the Office of the Clerk of Superior Court of McDuffie County, Georgia, in Plat Book E2024, at Page 0009, to which Plat references are hereby made for a more complete and accurate description of said properties, its metes, bounds and location.

WHEREAS, it is to the interest, benefit and advantage of and to each and every person who shall hereafter purchase a portion of said property (hereinafter referred to as “Owner”) that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth, and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and benefits to be derived by the Declarant and each and every subsequent Owner, said Declarant does hereby setup, establish, promulgate, and declare the following Covenants, Easements and Restrictions to apply to all of said tracts and to all persons owning said tracts or any of them, hereafter; these Protective Covenants shall become effective immediately and run with the land, and shall be binding on all persons claiming under and through the Declarant.

#### **1. DEFINITIONS.**

The following words and terms when used in this Declaration of any amendment or supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(A) "Declarant" shall mean and refer to TEBELCO, INC., and, where applicable, its successors and/or assigns;

(B) "Owner" is any record title holder of a portion of the real property described in Exhibit "A" attached hereto, whether a natural person, corporation, trust or other legal entity. "Owner" shall not mean the holder of a Mortgage of Deed to Secure Debt affecting said property.

(C) The "Property" shall mean the real property described in Exhibit "A" or any subdivided portion thereof.

(D) "Lot" shall mean a Lot identified by a number or letter in MILLBROOK SUBDIVISION PHASE 1B as shown on the Plat thereof recorded in the Office of the Clerk of Superior Court of McDuffie County, Georgia, and any new Lot created by subdivisions as provided herein.

#### **2. USE RESTRICTIONS.**

The Property shall only be used for residential, recreational and related purposes or in

accordance with applicable zoning laws in effect as of the date of these covenants and as may be more specifically set forth herein. The following specific restrictions also apply:

(A) **Nuisances.** No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the Properties that will emit foul or obnoxious orders or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing or any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property.

(B) **Unsightly or Unkempt Conditions.** It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt conditions on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

(C) **Antennas.** No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Lot, unless completely contained with the dwelling on the Lot so as not to be visible from outside the dwelling or unless screened from

view or adjacent Lots or roadway(s) by a fence or plant screen. All aspects of antenna location and construction must be approved in writing by the Architectural Review Committee.

**(D) Clotheslines, Garbage Cans, Wood Piles, Tanks, Etc.** All clotheslines, garbage cans, wood piles, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, street, and property located adjacent to the Lot; provided, garbage cans may be set at the end of the driveway next to the street on the day scheduled for pick up. All rubbish, trash and garbage shall be stored in appropriate containers and regularly removed from the Property and shall not be allowed to accumulate thereon.

**(E) Tents, Trailers and Temporary Structures.** No mobile homes, tent, utility shed, trailers or other structure of a temporary nature shall be placed upon a property or any part of the property except as follows. A camper may be used during the construction to deter theft at the construction site and will be permitted by ARC up to Ninety (90) days and if construction is still ongoing and the project is moving forward it may be permitted in Thirty (30) day intervals to remain as long as progress in being made on the construction. Camper must not be considered unsightly and must be approved by ARC. This is also subject to McDuffie County Zoning ordinances. Campers may be stored one per homeowner for use, but must be stored in the rear of main house so as to not be visible from the road.

**(F) Motor Vehicles and Parking.** Vehicles shall be parked only in garages appurtenant to the residence building on a lot or in the driveway serving a lot. Stored vehicles or vehicles which are obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within an enclosed garage. Commercial vehicles, vehicles primarily designed for commercial purposes, tractors, mobile homes, recreation vehicles, trailers, campers, boats and

other water craft shall either be parked in an enclosed garage or out of sight from any road bordering a Lot and from the residence located on an adjacent Lot.

(G) **Animals and Pets.** No animals, livestock or poultry of any kind shall be raised, bred or maintained on the property, except that dogs, cats, other usual and common household pets may be permitted for other than commercial purposes. No allowed animal may make an objectionable noise or otherwise create or cause a nuisance to the owners of other Lots.

### 3. **BUILDING RESTRICTIONS.**

(A) **Architectural Review Committee.** There is hereby established an Architectural Review Committee (ARC). Said committee shall consist of three (3) members, to-wit: TONY E. BURNLEY, SUSAN P. BURNLEY and JAMES K BURNLEY, who shall serve as long as either of them have an interest in or ownership interest in corporate owner of any lots in said subdivision or any proposed lots in adjoining property, or until their successors have been appointed by the Declarant. Should either member resign, the remaining member may designate a successor member. Such designation shall be in writing and in a form recordable in the McDuffie County Superior Court Clerk's Office. No building, fence, wall, shed, outside lighting, or other structure of any kind or description shall be commenced, erected or maintained upon the Property, nor shall any addition or alteration to any existing structure be made on a Lot until the plans and specifications therefore showing the nature, kind, shape, height, material, color and location of the same shall have been submitted to, and approved in writing by, the ARC. The ARC shall have thirty (30) days from receipt of such plans and specifications to approve or disapprove same in writing, or such approval will be deemed to have been granted. The decisions of the ARC shall be in its sole discretion and may be based upon any grounds, including purely aesthetic ones, it being

to the benefit of each owner to maintain the quality, uniformity, and aesthetics of the Property as a whole.

**(B) Specific Restrictions.**

(1) Only single-family residences with appropriate outbuildings or garages shall be constructed on a lot, upon the approval by the ARC.

(2) The residences constructed on the Lots shall have no less than 1800 square feet of heated and cooled living area.

(3) No residence or building shall be built or maintained nearer than 25 feet from the right-of-way of any road or street or nearer than 10 feet to any side line measured from foundation on Phase 1A. This shall apply to any subdivided portion of a lot.

(4) All driveways shall be paved with concrete. A minimum of 10 ft. wide drive with a 2 ft. radius at the curb shall be provided at each lot upon construction of the primary residence.

(5) The homeowner shall be responsible for the maintenance of all grassed rights-of-way along the roadway that borders each lot including the re-establishment of grassing as necessary.

(6) All fences have to be approved by the Architectural Review Committee, and no fences shall be erected any closer to the street than the back corners of the structure and extending back parallel to the side lines of said property. The exact location, type, and height of said fence have to be approved by the Architectural Review Committee. All wooden privacy fencing must be maintained by coating with a clear sealer to maintain new look as needed.

(7) No well may be drilled or bored on any lot or area in said subdivision without the written Consent of the Architectural Review Committee.

**4. RESERVATIONS.**

Declarant reserves the right to extend the uses, reservations and restrictions hereinafter set forth to any and all adjacent and contiguous property owned or hereafter acquired by it and to alter any unsold lot shown or any plat heretofore or hereafter recorded by Declarant, or any portion of the plat covering unsold property, including the additions or elimination of streets, lanes and easements.

## 5. EASEMENTS

Declarant reserves a perpetual easement in, over and under all streets, lanes, drainage and utility easements as shown on the subdivision plat or plats recorded in the McDuffie County Superior Court Clerk's office, with the full right of entry by Declarant or its licenses for the purpose of establishing construction and maintaining any utility, with the right to erect and maintain all facilities for such utility. This reservation shall not be construed as an obligation of Declarant to provide and maintain any such activity or service.

All other utility or drainage easement areas shown on said subdivision plat or plats shall be kept open and accessible for maintenance.

The area of said subdivision shown for storm water management shall be owned and maintained by Developer with access, at all times, to Developer until such times as dedicated to, accepted by, Thomson, Georgia.

Owners of Lots A-15 and A-20 shall be subject to 5 foot easement for retention pond fencing along their southern boundary line bordering Tract Detention Basin #1. No trees, fence or any other obstructions shall be placed on the retention pond fencing easement area. Owners of Lots A-10, A-11, A-12, A-13, and A-14 shall be subject to a 45 foot landscape buffer along their western boundary line bordering Mount Pleasant Road. Said 45 foot landscape buffer shall remain in a natural state and condition with no privacy fencing located on said buffer and no trees shall be

removed from said buffer without the approval of MB Homeowners Association, Inc. Architectural Review Committee.

**6. ENFORCEMENT.**

Declarant, the ARC, or any Owner shall have the right to enforce, by any proceeding at law or equity, all restrictions covenants or easements contained herein. Failure by any party to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

**7. AMENDMENT.**

This Declaration may be amended by the Declarant at any time, until twenty lots are conveyed of record to third parties. Thereafter, any amendment hereto shall be in writing, in a form recordable in the McDuffie County Superior Court Clerk's Office, and signed by the Owners of at least seventy-five (75%) of the Lots (including any new Lots created by subdivision) in Millbrook Subdivision.

**8. TERM/EFFECTIVE PERIOD.**

The Covenants herein restricting the Property to certain uses shall remain in effect for a period of twenty (20) years from the date of recordation hereof and thereafter shall be automatically renewed for an additional twenty (20) year term unless terminated as provided in O.C.G.A. Section 44-55-60(d)(2) as it exists on the date thereof.

**9. REMEDIES FOR VIOLATIONS OF THESE DECLARATIONS.**

In the event of a violation or breach of any of the Declarations and restrictions contained herein by any owner, or agent of such owner, the owners of the lots in MILLBROOK SUBDIVISION-PHASE 1B or any of them jointly or severally, shall have the right to proceed at law or equity to compel the compliance to the terms hereof or to prevent the violation or breach of the covenants herein contained or recover damages for such violation. In addition the foregoing,

the Developer or any owner of a lot in MILLBROOK SUBDIVISION-PHASE 1B has the right, whenever there shall have been built on any lot in the subdivision any structure or other condition created which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the lot Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in these Declarations, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement; PROVIDED, HOWEVER, that a violation of any such covenant or restriction shall not constitute a forfeiture or reversion of title hereunder. These Covenants shall be governed by and construed under the laws of the State of Georgia. If party with standing files suit to enforce its rights under the Covenants, the exclusive jurisdiction and venue shall be the Superior Court of McDuffie County, GA, and the prevailing party shall be entitled to its reasonable, actual costs and attorney's fees.

#### **10. SEVERABILITY CLAUSE.**

The invalidation of any one or more paragraphs or portions of these Declarations and agreement by judgement or decree of court of competent jurisdiction shall in no way effect any of the other provisions, which shall remain in full force and effect.

#### **11. EFFECTIVE PERIOD**

This Declaration and agreement shall be effective immediately upon the filing of the same for record in the Office of the Clerk of the Superior Court of McDuffie County, Georgia; said Declaration of Covenants, Easements and Restrictions shall thereupon run with the land and be binding upon all persons or parties and their successors or assigns claiming title under or

through the Declarant, until twenty (20) years from the recordation of these Declarations, and shall be continued automatically and without further notice from that time for a period of twenty (20) years thereafter and for successive periods of twenty (20) years each without limitation, unless six (6) months prior to the expiration of any such successive period of twenty (20) years thereafter, a written agreement executed by the then record owners of not less than 50% of the lots then subject to these Declarations shall be placed on record in the Office of the Clerk of the Superior Court of McDuffie County, Georgia, in which agreement of any of the aforementioned covenants, restrictions, reservations, servitude and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

In the event any such written agreement of change or modification should be fully executed and recorded, the original covenants, restrictions, reservations, servitude and easements as therein modified shall continue in force for successive periods of twenty (20) years each, unless and until further changed, modified or extinguished, in the manner herein provided.

## **12. MISCELLANEOUS.**

So long as the Declarant shall hold title to any portion of the herein described property, or to any additional real estate added to the scheme of the development herein set forth, the Declarant as well as its successors and assigns, or heirs and assigns, as the case may be, shall have, and is hereby granted, the exclusive right, exercisable at any time and from time to time, to amend or to grant exceptions to these Declarations and to waive, repeal or vary these Declarations in any one or more respect whenever in the sole and controlled opinion of the Declarant, such waiver, repeal or variance shall not be materially detrimental to the general nature in development of MILLBROOK SUBDIVISION-PHASE 1B as a residential area.

This Declaration and all covenants, restrictions, agreements, charges and lien rights contained herein shall be binding upon, and shall inure to the benefit of the successors, successors-in-title and assigns of Declarant and all Owners, tenants, lessees, invitees and agents of any portion or portions of the Property.


All lot owners of Millbrook Subdivision shall be required to be members of MB Homeowners Association.

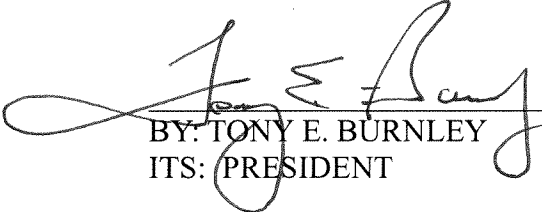
Article headings are inserted for convenience only and are not intended in any way to define, limit or enlarge the scope or intent of the particular Article or Section to which they refer.

**IN WITNESS WHEREOF**, the Declarant has caused these presents to be duly executed the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**DECLARANT:  
TEBELCO INC.**

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
BY: TONY E. BURNLEY  
ITS: PRESIDENT

  
\_\_\_\_\_  
NOTARY  
MY COMMISSION EXPIRES: 4/11/27



## Exhibit "A"

ALL those certain lots, tracts or parcels of land, together with any and all improvements thereon, situate, lying and being in the 134<sup>th</sup> District, G.M., McDuffie County, Georgia, and shown and designated as Lots A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22, A-23, A-24, A-25, A-26, A-27, A-28, and A-29 of Millbrook Subdivision, Phase 1B, on that certain plat of survey prepared by John A. McGill, R.L.S. No. 1753, dated October 20, 2023, and recorded in the Office of the Clerk of the Superior Court of McDuffie County in Plat Book E2024, at Page 0009. Reference is hereby made to said plat for a more complete and accurate description as to the metes, bounds, courses and distances of said properties.