

PLEASE RECORD AND RETURN TO:  
W. BRYANT SWAN, JR.  
P.O. BOX 539, THOMSON, GEORGIA 30824

Georgia, McDuffie County  
Office of Clerk of Superior Court  
I CERTIFY THE WITHIN PAPER WAS FILED FOR RECORD  
9:00 o'clock A.M. 28 day of Oct 20 02  
Recorded in Book 327 Page 26-210  
CONSTANCE H. CHEATHAM, CLERK  
By SC 3390  
Rec # 57090

STATE OF GEORGIA )  
COUNTY OF MCDUFFIE )

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
TANYARD CREEK SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 22nd  
day of October, 2002, by JOHN T. McNEILL, JR. of McDuffie County, Georgia.

WHEREAS, JOHN T. McNEILL, JR. is the owner of a certain tract of land being described  
as follows:

All those lots or parcels of land situate, lying and being in the 134<sup>th</sup> District  
G.M., McDuffie County, Georgia, being known and designated as Lots 1 -  
71, Tanyard Creek Subdivision, as shown on a plat of survey prepared by  
John A. McGill, dated August 7, 2002, and recorded in Plat Cabinet S, Folios  
350-O, 350-P, 350-Q, 350-R, 351-O, 351-P, 351-Q, 351-R and 352-O, in the  
Office of the Clerk of Superior Court of McDuffie County. Said plat and the  
official record thereof is incorporated herein for a more complete description  
of said property as to metes, bounds, courses and distances.

WHEREAS, JOHN T. McNEILL, JR. is desirous of imposing upon said property certain  
protective covenants, subject to which all conveyances of lots therein said be made and which shall  
be adhered to the development and improvement of the property.

NOW THEREFORE, in consideration of the premises, the said JOHN T. McNEILL, JR. does  
hereby impose upon said property the following protective covenants which shall run with the land  
and shall be binding upon all parties and all persons claiming under them and for the benefit of all  
future owners of said land and shall be perpetual in nature:

1. Fences, shrubbery or trees will not be allowed to obstruct the view or enjoyment of  
adjoining property owner's view of the lake.

2. All lots in the subdivision shall be known and designated as residential lots. No detached buildings shall be allowed, except by approval of Architectural Control Committee (ACC).

3. No dwelling shall be permitted containing less than twenty-six hundred (2600) square feet of heated area.

4. No building of any type shall be located on any lot nearer to the front lot line, or nearer to the side street line than the minimum building set back line shown on the recorded plat. In any event said set back shall be at least one hundred feet (100') to the front line, and at least twenty feet (20') from the side lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building. Prior to construction the plans and house placement must be approved by ACC.

5. No commercial, business or trade (wholesale or retail) activity shall be permitted within this subdivision and no noxious, or offensive trade or activity shall be permitted on said premises. Unsightly or unkept conditions, buildings, or grounds, are prohibited. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage, or other waste shall be stored only temporarily awaiting pickup and must be kept in adequate sanitary containers.

6. Any fence shall be constructed of wood, stone, brick or a combination of said materials and must be approved by ACC. All fences must be maintained in a neat and orderly fashion.

7. All sewage disposal in connection with any residential structure within the subdivision must be by septic tank or city or county sewage disposal, if the same is available. All septic tank systems located on the property shall be in compliance with recommendations of the McDuffie County Health Department or any other proper regulatory agency. There shall be no alteration of natural drainage allowed within the subdivision unless such authorization is planned by a professional engineer and approved by the soil conservation service operated within McDuffie

County.

8. No livestock is permitted within the subdivision.

9. No unregistered vehicles shall remain on premises for a period of more than (90) days unless they are maintained within an enclosed building.

10. Any owner cutting or thinning timber from his lot in the subdivision shall remove all stumps in connections with said timber removal and shall leave no unsightly remains or other residue as a result of said cutting.

11. No owner of any lot within said subdivision shall obstruct, alter or interfere with the flow or natural courses of the waters without obtaining the written consent of the other affected owners. Construction of any ponds shall be under the supervision of the soil conservation services or licensed engineer.

12. No building shall be erected, placed or altered on any lot until the construction plats and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, composed of John T. McNeill, Jr. and John A. McGill, as to the quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to the topography and finish grade elevation. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any ACC member, the remaining member shall have full authority to designate a successor and no member or designated representative shall be entitled to any compensation for services performed pursuant to these covenants.

13. No structure of temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No mobile homes or manufactured homes shall be placed on any lot. All residential structures shall be constructed on site.

14. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or for rent or signs used by a builder to advertise the property during the construction and sale period.

15. Dog pens shall not exceed size of 20 x 20 feet and material must be approved by ACC.

16. There shall be no re-subdivision of any lot in said subdivision unless approved by the Architectural Control Committee.

17. No person shall remove over twenty-five percent (25%) of standing timber. No clothes lines allowed in said subdivision.

18. Each pond lot shall have equal fishing and recreational access rights to the pond, regardless of the area of water owned by each owner. The owners may have guests in the pond, but said guests must be accompanied at all times by the owner, or a member of the owner's family. Each owner may access the pond only from that owner's own lot. Each pond lot owner may own and operate one (1) boat in the waters of the pond. Said boat may be powered by electric motor. No gasoline motors are permitted.

19. Each property owner is responsible for erosion control during construction on their lot.

20. Utility incentives are property of the developer. No above ground propane tanks are permitted.

21. These restrictions and reservations are made for the benefit of any and all persons who may now own or who may hereafter own any lot or property located within this subdivision, and such persons are specifically given the right to enforce these restrictions and reservations. The undersigned owner, and every other person hereafter having any right, title or interest in the property shall have the right to prevent or enjoin violation of any said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation. However, all

restrictions and limitations herein contained shall be construed as covenants and shall not be held or treated as conditions and no forfeiture or reversion of title shall result from the violations of any said restrictions or reservations.

22. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said JOHN T. McNEILL, JR. has hereunto set his hand and seal this 22nd day of October, 2002.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]

[Signature] (L.S.)  
JOHN T. MCNEILL, JR.



B. Hall

Notary Public, McDuffie County, Georgia  
My Commission Expires April 3, 2005

For and in consideration of the mutual benefit to each of the undersigned, Faye Hamilton Collins, Gilbert Michael Abbott and Barbara Abbott join in these protective covenants and bind their respective lots by all the terms and provisions thereof.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]

[Signature] (L.S.)  
FAYE HAMILTON COLLINS



B. Hall

Notary Public, McDuffie County, Georgia  
My Commission Expires April 3, 2005

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Mary Ann Hall

[Signature] (L.S.)  
GILBERT MICHAEL ABBOTT



[Signature]

Notary Public, McDuffie County, Georgia  
My Commission Expires: 070906

[Signature] (L.S.)  
BARBARA ABBOTT