

FILED AND RECORDED SEP 21 2018  
 at 11:50 A.M. in Deed Book 998 p 331-343  
Wessels, P.C.  
 Superior Court, Jasper County, GA

UPON RECORDING RETURN TO:  
 Wessels & Dixon, P.C.  
 5040 Bill Gardner Pkwy., Ste. 210  
 Locust Grove, Georgia 30248

**LAKEVIEW ESTATES SUBDIVISION**  
**DECLARATION OF RIGHTS, RESTRICTIONS, COVENANTS,**  
**AFFIRMATIVE, OBLIGATIONS, AND EASEMENTS**

**Whereas**, Wade Homes Inc., a corporation organized and existing under the laws of the State of Georgia, is the fee simple owner of that real property shown on Exhibit "A" hereto which is incorporated herein and made a part hereof by the reference (the "Property"), the same being Edison Bluff Subdivision, Jasper County Georgia, as shown on the plat prepared by Jordan Engineering, dated June 5, 2007 and revised June 25, 2007 recorded at Plat Book 11, Pages 451-453, Jasper County.

**Whereas**, Wade Homes Inc., purchased the Property and has changed the name of the Subdivision to Lakeview Estates Subdivision.

**Whereas**, Wade Homes Inc., desires to ensure that the Property is used for attractive, residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Property, to keep the subdivision desirable, uniform, and suitable in architectural design and use, to maintain the desired tone of the community, to provide for the general preservation of values and amenities of the Lakeview Estates Subdivision F/K/A Edison Bluff Subdivision, and thereby to secure to each Property owner the full benefit and enjoyment of his lot and home, with no greater restrictions on the free and undisturbed use of his lot as is necessary to ensure the same advantages to the other Property owners and, to this end, desires to subject the property shown on Exhibit "A" of this Declaration to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as may be amended or supplemented, and to the protective covenants, restrictions and easements hereinafter set forth.

**Now, THEREFORE**, for and in consideration of the benefits received from the following covenants, restrictions and easements, Wade Homes Inc., hereby makes this Declaration, limiting and restricting the uses to which the lots of Lakeview Estates Subdivision F/K/A Edison Bluff Subdivision may be put and hereby declares that the covenants, restrictions, easements and limitations contained herein shall be covenants running with title to the Property in the Lakeview Estates Subdivision F/K/A Edison Bluff Subdivision.

## ARTICLE I

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property subject to this Declaration. The property which is, by the recording of this Declaration, subject to the covenants, restrictions, easements, assessments and lien hereinafter set forth and which by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is all the Property shown on Exhibit "A" which is hereby incorporated herein by reference and made a part hereof.

## ARTICLE II

### ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The following architectural, maintenance and use restrictions shall apply to each and every lot or hereafter subjected to this Declaration.

Section 1. Residential Use. Unless otherwise designated by the Wade Homes Inc. on a recorded plat, each lot shall be used only for single-family residential dwellings, not more than one such dwelling shall be constructed or placed on each lot. No trade or business of any kind may be conducted in or from any part of the community except that an owner residing in a residence may conduct ancillary business activities within the residence so long as the existence or operation of the business activity is not apparent or detectable from the exterior of the residence.

Section 2. Review by Wade Homes, Inc. No house, garage, carport, playhouse, outbuilding, fence, wall or other above ground structure shall be commenced, erected, placed or maintained, nor shall any exterior addition to, change in or alteration of any said structures be made, until complete final plans and specifications showing the nature, kind, shape, height, material, basic exterior finishes and colors, location, site plan, and floor plans thereof, and showing the front, side and rear elevations therefor, the name of the builder, and the location of off-street parking, have been submitted to and approved in writing by Wade Homes, Inc. as to conformity and harmony of exterior design, color, and general quality with the existing standards of the neighborhood and as to location of homes and other structures with respect to topography and finished ground elevation. Wade Homes, Inc. shall act with all reasonable promptness upon receipt of such information to approve or disapprove the same. No change to or deviation from such approved plans and specifications shall be made without the express written consent of Wade Homes, Inc. Wade Homes, Inc. shall limit its review of plans and specification to the aforesaid items and purposes, and, shall not be responsible for any defect therein or any damage to any structure as a result thereof.

Section 3. Alterations and Additions. Alterations or additions to any house or lot including but not limited to addition of porches, decks, fencing and changing of exterior house colors shall be approved by Wade Homes, Inc. The property owner shall submit in writing a description of the changes or additions to be made including drawings and color chips where appropriate. Wade

Homes, Inc. shall have 15 days in which to act on said request. If written approval or disapproval is not given within 15 days, the changes or additions shall be deemed to be approved.

Section 4. Approval of Builders. Any builder must, before beginning construction on any lot subject to this Declaration, be approved by Wade Homes, Inc.

Section 5. House Requirements. Minimum square footage of all houses constructed shall be in compliance with the requirements set forth in the Jasper County Ordinance R-3 Zoning 1800 sq. ft. as of the date of recording of this Declaration.

Section 6. Setback Lines. Front building line, rear yard and side yard requirements shall be as set forth in the Jasper County Zoning Ordinance. These are (minimums):

Front yard from Arterial Road – 80 feet

Front yard from Major Collector – 80 feet

Front yard from Minor Collector – 30 feet

Front yard from Local Roads – 30 feet

Rear yard – 30 feet

Side yard – 30 feet

Occasionally a specific lot or lots may have a setback shown on the final, recorded plat which is different from the above. In such case the setback shown on the recorded plat shall be the required setback.

Section 7. Accessory Structures. Accessory structures shall be permitted only in the rear yard of any lot and are subject to the conditions set forth in Jasper County Zoning Ordinance. Minimum setback requirements are as follows:

Distance from side or rear property – 3 feet

Section 8. Off-street Parking. All residences located upon any lot shall have parking spaces or facilities for at least two (2) cars. All recreational vehicles, boats, motorcycles or other non-automobile vehicles must be parked inside the garage or in the rear yard of any lot. No vehicle may be parked in the front or side yard of any lot at any time. No eighteen-wheel trucks or the cabs of such trucks or other trucks with a load capacity in excess of one ton shall be parked, kept or stored within the community.

Section 9. Veneer Required. Wherever buildings erected on any lot or parcel are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered.

Section 10. Subdividing Lots. No lot or parcel shall be subdivided, reduced, or its boundaries changed. However, Wade Homes, Inc., hereby expressly reserves to itself, its successors and assigns, the right to re-plat any lots shown on any recorded plat to create a modified lot or lots

prior to delivery of a deed therefor to a Property owner. The covenants and restrictions herein contained shall apply to each lot so created.

Section 11. General Requirements.

- (a) Before any house may be occupied, it must be completely finished on the exterior in accordance with the plans approved by Wade Homes, Inc.
- (b) Outside clotheslines shall not be permitted.
- (c) Window air conditioning units shall not be allowed.

All houses must have central heat and air conditioning.

- (d) No advertising signs, billboards, other miscellaneous signs or high and/or unsightly structures shall be erected or displayed to the public on any lot; provided, however, a single sign not to exceed six square feet may be used to advertise the lot and improvements thereon for sale or for rent. This provision shall not apply to signs erected by Wade Homes, Inc.
- (e) No trailer, mobile home, boat, tent, barn or other similar outbuilding or structure shall be placed on any lot within view of the street at any time, either temporarily or permanently, without the express prior written consent of Wade Homes, Inc.
- (f) No fuel tanks or similar storage receptacles shall be exposed to view, and shall be installed only within the residential dwelling, any accessory building, or buried under the ground.
- (g) No private water wells may be drilled or maintained on any lot.
- (h) No metal fence shall be erected closer to a front public street than the rear houseline of a dwelling erected on any lot, nor closer than 15 feet to a side street right of way. Where a metal fence is erected as provided in this section, the portion of the fence from the rear house corners to the side property lines shall be either wood or metal fence faced with wood, such that no exposed metal fence shows from the street. Maximum height of metal fence shall be 6 feet. Where chain link fencing is used it shall be black vinyl coated. No other type of fence, walls, or other similar structures, except retaining walls as provided in Article II, Section 5 hereof, shall be erected upon any lot outside the aforesaid limitations without the express prior written consent of Wade Homes, Inc. Maximum height of any wood fence shall be 6 feet. All fencing must be approved by Wade homes, Inc., prior to installation.
- (i) Satellite dishes and radio antennas shall be allowed only in the rear yard of any lot. Any dish mounted on a house must be out of view of the street.
- (j) No vehicle may be placed on blocks anywhere on any lot; all vehicles kept on any lot must be in working order. No non-operating vehicles may be kept on any lot except within the confines of an enclosed garage. Service or maintenance work on vehicles of any kind may take place only within the confines of an enclosed garage.
- (k) The exterior of all houses and other structures must be completed within one (1) year after the construction of the same has commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

- (l) Only those trees which would interfere with the construction of the house, driveway, septic tank and other related structures may be removed from any lot. Upon completion of construction only trees smaller than four (4) inches in diameter may be removed from any lot unless said trees shall be diseased or shall pose as eminent threat to the improvements on any lot. Builders and Property owner shall at all times abide by the Jasper County Tree Ordinance, if any, as amended.
- (m) No property owner shall in any way alter any existing wetlands on the property as delineated and approved by Wade Homes, Inc.
- (n) All residents in the community shall have standard mailboxes conforming to postal regulations and approved by Wade Homes, Inc.

Section 12. Grounds Maintenance. The grounds of each lot upon which there is an occupied dwelling shall be maintained in a neat and attractive condition. Upon the failure of any owner to so maintain his lot, Wade Homes, Inc., or its authorized agents may, after ten (10) days notice to such owner, enter upon such lot and have the grass and other vegetation therefrom. Such owner shall be personally liable to Wade Homes, Inc. for the cost of any cutting, clearing and maintenance described above, and the liability for amount expended for such cutting, clearing and maintenance shall be permanent charge and lien upon such lot, enforceable by Wade Homes, Inc. by any appropriate proceeding at law or in equity. All costs incurred by Wade Homes, Inc. on behalf of such owner shall be sufficient to give Wade Homes, Inc., or its authorized agents, the right to enter upon such lots and perform the work required, entry for such purpose shall be only between the hours of 7 a.m. and 6 p.m. on any day except Sunday.

Section 13. Building Maintenance. No house or other improvement shall be permitted to fall into disrepair, and each such house or improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 14. Hobbies and Activities. The pursuit of hobbies or other activities, or the storage of property; including specifically, without limiting the generality of the foregoing, the assembly and disassembly or motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be permitted on any part of any lot.

Section 15. Recreation and Play Equipment. All recreation and play equipment, including but not limited to swing sets, basketball goals, picnic tables, grills, etc., shall be kept in the rear yard of any lot so as to be not readily visible from the street. Permanent basketball goals may be placed next to the turnaround of a driveway; however no moveable basketball goals shall be kept or used in any driveway or street.

Section 16. Dumping Animals and Pets. No lot or parcel shall be used as a dumping ground for rubbish, trash or garbage; nor shall rubbish, trash or garbage be allowed to accumulate thereon. No lot or parcel shall be used for keeping or breeding livestock, animals or poultry of any kind, except that household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose.

Section 17. Wetlands and Streams. All wetlands and streams within Lakeview Estates Subdivision F/K/A Edison Bluff Subdivision shall be used for storm water drainage only. Neither

Wade Homes, Inc. nor any Builder in Lakeview Estates Subdivision F/K/A Edison Bluff Subdivision shall be liable for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use or any wetlands or streams.

Section 18. Noise and Odor. No substance or material of any nature whatsoever shall be placed or kept on any lot, nor shall any activity be carried on upon any lot or building on said lot which will emit foul or unpleasant odors or that will cause such noise that may disrupt the peace, quiet, comfort, enjoyment or serenity of other Property owners. Any noise that can be heard inside a neighboring house with the windows and doors closed will be considered too loud. Exceptions to this shall include only equipment used in the normal maintenance of residential yards, which are permitted between the hours of 8:00 a.m. and dusk.

Section 19. Prohibited Activities. Noxious or offensive activities shall not be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. Governmental Regulation. All governmental building codes, health regulations, zoning restrictions and the like shall be observed. In the event of any conflict between any provision of such codes, regulations and restrictions and the provisions of this Declaration, the more restrictive provisions shall apply.

### ARTICLE III

#### EASEMENTS

Section 1. General. Each lot now or hereafter subject of this Declaration is and shall be subject to those easements, if any, shown or set forth on the aforementioned recorded plats, as the same may be amended from time to time, and subject to all other easements now or hereafter granted by Wade Homes, Inc. with respect to any lot owned by it on the date of such grant.

Section 2. Easement for Drainage. There is hereby reserved to Wade Homes, Inc. and granted to each approved builder a blanket easement across all lots creating and maintaining satisfactory storm water drainage in the community; provided, however, such easement area shall not include any portion of a lot within the outer perimeter of the dwelling structure. This easement shall include the right of construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. It is anticipated that increased storm water runoff across downstream lots will result from the construction of impervious surface on lots. Neither Wade Homes, Inc. nor any builder or owner constructing according to plans and specifications approved under Article II, Section 2 hereof shall have any liability to any owner due to increased flow or increased velocity of surface water resulting from approved construction on a lot.

Section 3. Other. There is hereby reserved, without further assent or permit, a general easement to Wade Homes, Inc., its agents, and employees, and to all policemen, firearm, ambulance personnel and all similar persons to enter upon the Property or any portion thereof which is now or hereafter made subject to this Declaration in the proper performances of their respective duties.

## ARTICLE IV

### HOMEOWNER'S ASSOCIATION

Section 1. Membership. Every person who is the record owner of a lot that is subject to this Declaration shall have a membership in the Jackson Lakeview Estates Homeowner's Association, Inc., a Georgia nonprofit corporation (the "Homeowner's Association"). Membership shall be appurtenant to and may not be separated from ownership of a lot. Owners shall be entitled to one vote for each lot owned.

Section 2. Maintenance Responsibility. The Homeowner's Association shall maintain and keep in good repair all community entry features.

Section 3. Enforcement of Covenants. Failure to comply with his Declaration shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Homeowner's Association, Wade Homes, Inc. or an aggrieved owner. Failure by the Declarant, the Homeowner's Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Assessments. The assessments provided for herein shall be used for the general purpose of funding the activities of the Homeowner's Association as may be authorized from time to time by the board of directors of the Homeowner's Association. The board of directors shall prepare a budget covering the estimated costs of operating the Homeowner's Association during the year and provide the budget and the assessments to be levied against each lot to each owner at least thirty (30) days prior to the due date of any assessment. Each owner of a lot agrees to pay to the Homeowner's Association general assessments and special assessments. All such assessments, together with late charges, interest at a rate of ten percent (10%) per annum on the principal amount due and costs of collection, including, without limitation, reasonable attorney's fees, shall, from the time the sums become due and payable, be a continuing lien in favor of the Homeowner's Association on the lot against with each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the person who was the owner of the lot at the time the assessment fell due, and each grantee of an owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to nay first mortgage taking title though foreclosure proceedings. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Homeowner's Association to take some action or perform some function required to be taken or performed by the Homeowner's Association, the obligation to pay assessments being a separate and independent covenant on the part of each owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

Section 5. Turnover to Homeowner's Association. At such times as a house has been completed on each lot contained within Lakeview Estates Subdivision F/K/A Edison Bluff Subdivision, and conveyed by the builder to an owner for use as a residence, Wade Homes, Inc.

shall be deemed to have automatically assigned all of its right, power and authority under this Declaration to the Homeowner's Association and thereafter Wade Homes, Inc. shall have no further responsibility for the enforcement thereof. The Homeowner's Association shall then and thereafter be duly authorized to take all actions and approve all modifications to improvements and other matters with respect to this Declaration and all operative provisions of this Declaration shall then be read by substituting the name of the Homeowner's Association wherever the name Wade Homes, Inc. is found.

## ARTICLE V

### GENERAL PROVISIONS

Section 1. Variances. A property owner seeking a variance from any provision of this Declaration may submit a written request for a variance to Wade Homes, Inc. The request must state the exact nature of the variance including the Section of this Declaration from which the owner is seeking the variance and the reason for the request, including any hardships imposed by the provision. Wade Homes, Inc. shall have 15 days in which to act on said request and may, but shall not be obligated, approve it only if it determines that the water of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Lakeview Estates Subdivision F/K/A Edison Bluff Subdivision. If written approval is not given within 15 days, the variance shall be deemed to be denied.

Section 2. Amendment. The covenants and restrictions of this Declaration may be amended at any time and from time to time by an agreement signed by a majority of the Property owners whose lots are subject thereto and the written consent of Wade Homes, Inc. as long as it owns any lot subject to this Declaration. However, Wade Homes, Inc. its successors and assigns, may amend these covenants at any time during which it owns property within Lakeview Estates Subdivision F/K/A Edison Bluff Subdivision without the consent of the other Property owners; provided, however, any such amendment shall not materially adversely affect the substantive rights of any owners hereunder not shall its adversely affect title to any lot without the consent of the affected owner. Any amendment shall not become effective until the instrument evidencing such change had been filed for record on the Records of the Clerk of the Superior Court of Jasper County, Georgia. Every purchaser or grantee of any interest in any Property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided in this section.

Section 3. Duration. The covenants, conditions, restriction and easements contained in this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Club, the Declarant and any owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that, Georgia law limits the period during which convents restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the owners of at least a majority of



the lots has been recorded within the year immediately preceding the beginning of a twenty (20) year renewed, modified or terminated as otherwise provided herein or by applicable law.

Section 4. Waiver. The failure of Wade Homes, Inc. or any Property owner to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or relinquishment in the future of the enforcement of such term, covenant, condition, provision or agreement. The acceptance of performance of obligation required hereby to be performed with the knowledge of a breach term, covenant, condition, provision or agreement herein contained shall not be deemed a waiver of such breach, and no waiver by Wade Homes, Inc. or any Property owner of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by Wade Homes, Inc. or such Property owner.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without also giving effect to the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 6. Captions. The Captions of each Section hereof as they pertain to the contents of each such Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending and otherwise modifying, adding to or subtracting from the particular Sections to which they refer.

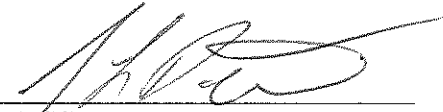
Section 7. No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Wade Homes, Inc., by reason of the fact that Wade Home, Inc. may own all of the Property on the date of recording of this Declaration and no such merger shall occur unless and until Wade Homes, Inc., while owning all of the Property shall execute a written statement or instrument affecting such merger and shall duly record the same.

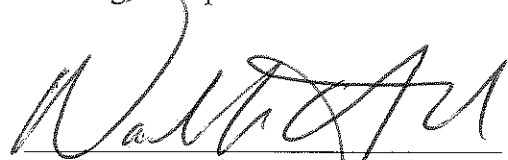
[SIGNATURE PAGE TO FOLLOW]

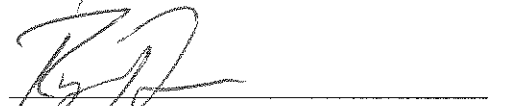
In witness whereof, Wade Homes, Inc. has caused this Declaration to be executed in its name by its name by its duly authorized corporate officers and its corporate seal affixed, this the 21<sup>st</sup> day of September, 2018.

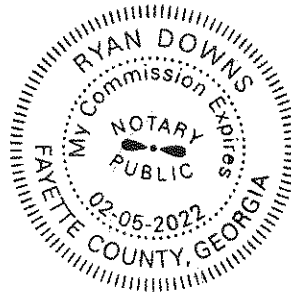
Signed, sealed, and delivered  
in the presence of:

WADE HOMES, INC.,  
a Georgia Corporation

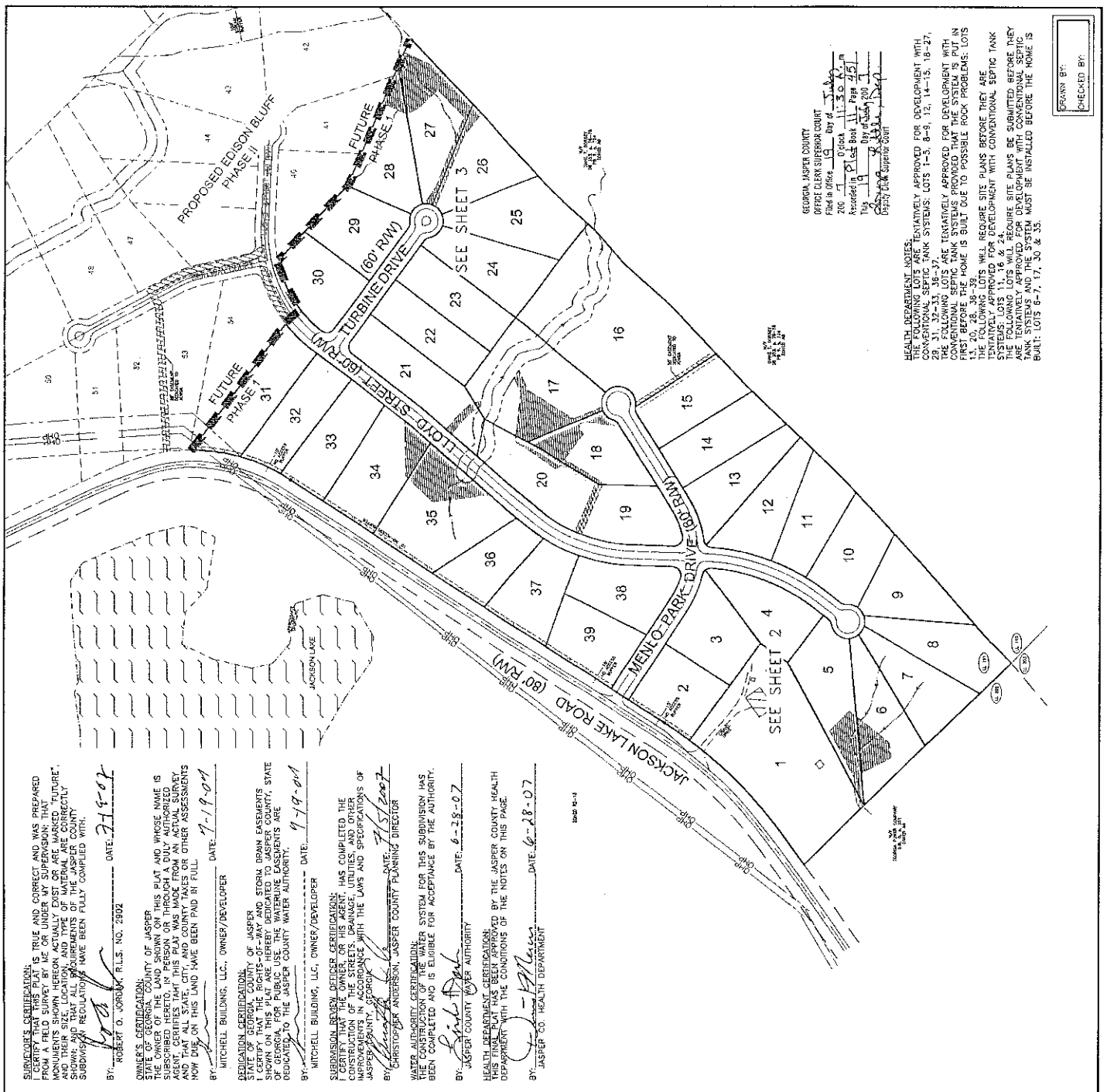
  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
Wade K. Crawford, President

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 2/5/2022



# EXHIBIT "A"



**SURVYOR'S CERTIFICATION:**  
 I, THE UNDERSIGNED, A LICENSED SURVYOR IN THE STATE OF GEORGIA, HAVE EXAMINED THE ORIGINAL RECORD OF THIS PLAT AND THE FIELD SURVEY MADE BY ME OR UNDER MY SUPERVISION THAT MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED "FUTURE", AND THEIR SIZE, LOCATION, AND TYPE OF MATERIAL ARE CORRECTLY SHOWN. I HAVE ALSO EXAMINED THE RECORDS OF THE JASPER COUNTY SURVYOR'S OFFICE AND HAVE BEEN FULLY COMPLIED WITH.

BY: *Robert O. Jordan* DATE: 7-19-07  
 ROBERT O. JORDAN, P.L.S. NO. 2802

**OWNER'S CERTIFICATION:**  
 I, THE UNDERSIGNED, OWNER OF THE PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND THAT ALL STATE, LOCAL, AND FEDERAL TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID IN FULL.

BY: *Robert O. Jordan* DATE: 7-19-07  
 MITCHELL BUILDINGS, LLC, OWNER/DEVELOPER

**DEDICATION CERTIFICATION:**  
 I, THE UNDERSIGNED, OWNER OF THE PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE JASPER COUNTY, STATE OF GEORGIA, FOR PUBLIC USE, THE WATERLINE EASEMENTS ARE DEDICATED TO THE JASPER COUNTY WATER AUTHORITY.

BY: *Robert O. Jordan* DATE: 7-19-07  
 MITCHELL BUILDINGS, LLC, OWNER/DEVELOPER

**SUBDIVISION DESIGNER CERTIFICATION:**  
 I, THE UNDERSIGNED, DESIGNER OF THIS PLAT, HAVE COMPLETED THE CONSTRUCTION OF THE STREETS, DRAINAGE, UTILITIES, AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE LAWS AND SPECIFICATIONS OF THE JASPER COUNTY PLANNING DEPARTMENT.

BY: *Christopher Anderson* DATE: 7-19-07  
 CHRISTOPHER ANDERSON, JASPER COUNTY PLANNING DIRECTOR

**WATER AUTHORITY CERTIFICATION:**  
 THE CONSTRUCTION OF THE WATER SYSTEM FOR THIS SUBDIVISION HAS BEEN COMPLETED AND IS ELIGIBLE FOR ACCEPTANCE BY THE AUTHORITY.

BY: *David D. ...* DATE: 6-28-07  
 JASPER COUNTY WATER AUTHORITY

**HEALTH DEPARTMENT CERTIFICATION:**  
 THIS PLAT HAS BEEN APPROVED BY THE JASPER COUNTY HEALTH DEPARTMENT WITH THE CONDITIONS OF THE NOTES ON THIS PAGE.

BY: *...* DATE: 6-28-07  
 JASPER CO. HEALTH DEPARTMENT

**REFERENCES:**  
 OLEO RECORD: DB 481, PG 75  
 PLAT RECORD: PB 11, PG 26

**TAX RECORD:** TAX MAP 31A, A PORTION OF PARCEL 33

**MISCELLANEOUS NOTES:**  
 THIS PHASE IS NOT LOCATED WITHIN A FLOODPLAIN AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP PANEL 130519 0725 B FOR JASPER COUNTY, GEORGIA. HOWEVER, AREAS ADJACENT TO CREEKS MAY BE SUBJECT TO FLOODING. THE PROJECT IS LOCATED IN A SINGLE FAMILY RESIDENTIAL (R-33) ZONING DISTRICT AS INDICATED BY THE JASPER COUNTY ZONING ORDINANCE MAP. THE MINIMUM HOUSE SIZE REQUIRED FOR THIS DEVELOPMENT ON THE PRELIMINARY PLAT IS 1500 SQ. FT. WITH A CLOSURE PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 42,001 FEET.

ADDITIONAL DATA WAS COLLECTED USING WILSON DTM-821 ELECTRONIC TOTAL STATION.

6) FIELD SURVEY COMPLETED THE WEEK OF 10/06/03.  
 7) BUILDING SETBACKS ARE AS FOLLOWS:  
 FRONT YARD: 100' FROM C OF NEW R/W  
 SIDE YARD: 10'  
 REAR YARD: 10'

8) A 10' DRAINAGE EASEMENT SHALL BE CENTERED ON ALL INTERIOR PROPERTY LINES.

9) 33 LOTS ARE INCLUDED IN THIS DEVELOPMENT. THE TOTAL AREA OF THIS PROJECT IS 10.0 ACRES.

10) DESIGN STREET WIDTH IS 22 FEET (EDGE OF PAVEMENT TO EDGE OF PAVEMENT).

11) WASTEWATER DISPOSAL FOR LOTS SHOWN HEREON SHALL BE THROUGH INDIVIDUAL SEPTIC SYSTEMS APPROVED BY THE JASPER COUNTY HEALTH DEPT.

12) ROAD ROAD NAME FOLLOWS:  
 LORD STREET  
 MENLO PARK DRIVE  
 TURBINE DRIVE

**LENGTH**  
 21944 LF  
 21933 LF  
 4597 LF



**SYMBOL LEGEND:**  
 N/W = NOW OR FORMERLY  
 O.B. = DEED BOOK  
 P.B. = DEED BOOK  
 L.L. = LAND LOT LINE  
 ⚡ = POWER POLE  
 --- = PROPERTY LINE  
 --- = ADJOINING PROPERTY LINE  
 --- = CREEK OR DRAINAGE COURSE  
 --- = DRAINAGE EASEMENT  
 --- = NO ACCESS BUFFER  
 19 = LOT NUMBER

**JORDAN ENGINEERING**  
 144 N. WARREN ST., MONTICELLO, GA 31084  
 TEL: 706/483-8888  
 Land Planning • Surveying • Stata Classification

31 New Creek Phase  
 TERRY MICHAEL  
 Phone: (706) 318-1219

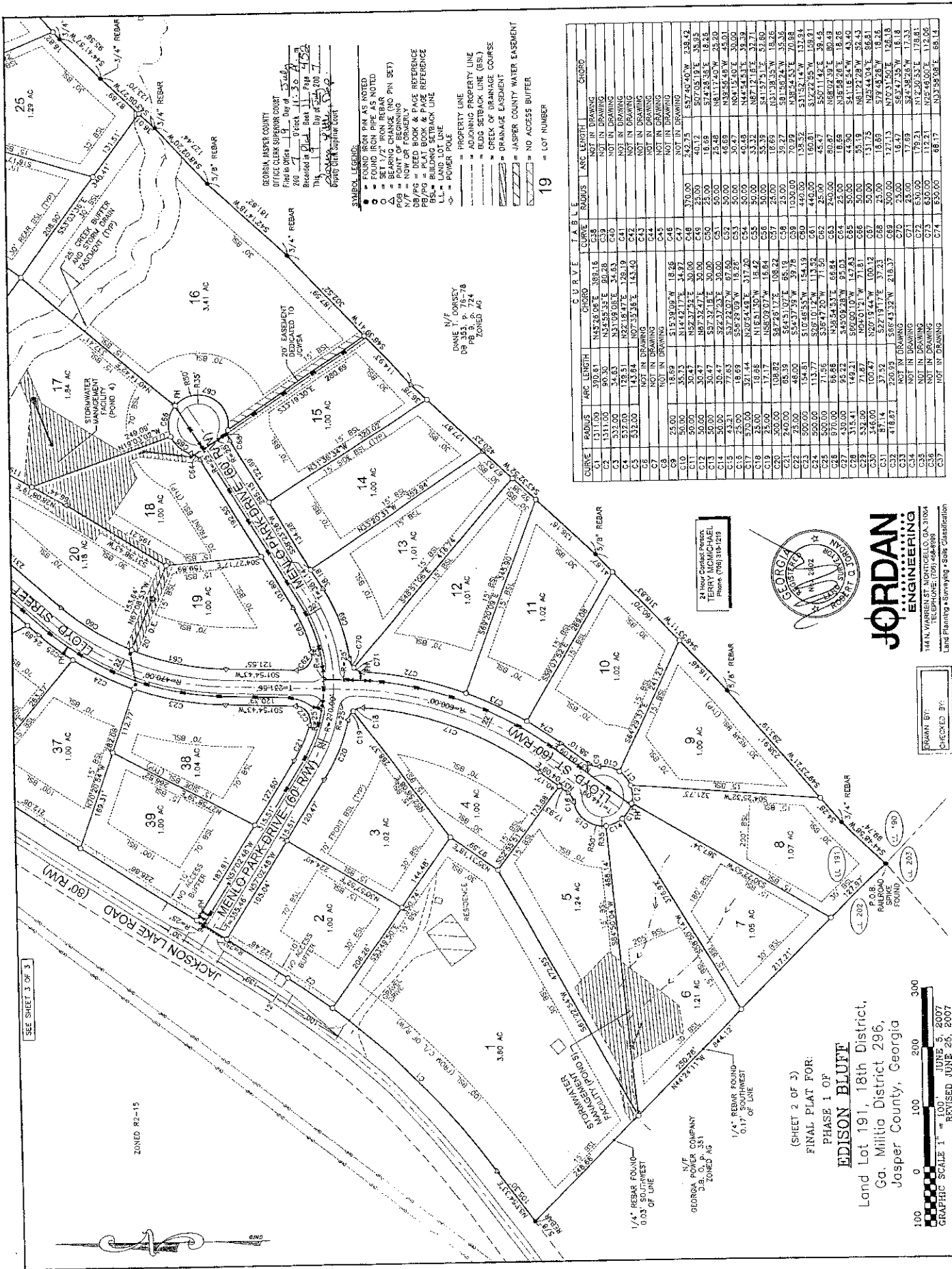
GEORGIA REGISTERED PROFESSIONAL SURVEYOR  
 No. 2802

**FINAL PLAT FOR:**  
 PHASE 1 OF  
**EDISON BLUFF**  
 Land Lot 191, 18th District,  
 Ga. Militia District 296,  
 Jasper County, Georgia

GRAPHIC SCALE 1" = 200'  
 0 200 400 600  
 REVISED JUNE 25, 2007

**HEALTH DEPARTMENT NOTES:**  
 THE FOLLOWING LOTS ARE TENTATIVELY APPROVED FOR DEVELOPMENT WITH CONVENTIONAL SEPTIC TANK SYSTEMS: LOTS 1-5, 8-9, 12, 14-15, 18-27, 28, 31, 32-33, 36-37.  
 THE FOLLOWING LOTS ARE TENTATIVELY APPROVED FOR DEVELOPMENT WITH CONVENTIONAL SEPTIC TANK SYSTEMS PROVIDED THAT THE SYSTEM IS PUT IN PLACE BEFORE HOME IS BUILT DUE TO POSSIBLE FLOOD PROBLEMS: LOTS 13, 20, 21, 30, 34-35.  
 THE FOLLOWING LOTS WILL REQUIRE SITE PLANS BEFORE THEY ARE TENTATIVELY APPROVED FOR DEVELOPMENT WITH CONVENTIONAL SEPTIC TANK SYSTEMS: LOTS 16, 17, 19, 22, 23, 24, 25, 26, 29, 31, 32, 33, 34, 35.  
 THE FOLLOWING LOTS WILL REQUIRE SITE PLANS BE SUBMITTED BEFORE THEY ARE TENTATIVELY APPROVED FOR DEVELOPMENT WITH CONVENTIONAL SEPTIC TANK SYSTEMS AND THE SYSTEM MUST BE INSTALLED BEFORE THE HOME IS BUILT: LOTS 6-7, 17, 30 & 35.

DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_



GEORGIA, JASPER COUNTY  
 OFFICE CLERK SUPERVISOR COURT  
 Filed in Office 19 Day of 2007  
 Book 11, Page 472  
 This is a true and correct copy of the original as shown to me by the Applicant.  
 Copy with Applicant's Name

**SYMBOL LEGEND:**  
 ○ FOUND IRON PIN AS NOTED  
 ○ SET 1/2" IRON BEARING IRON PIN SET  
 ○ POINT OF BEGINNING  
 N/F = NOW OR FORMERLY  
 DB/P/S = DEED BOOK & PAGE REFERENCE  
 BSL = BUILDING SETBACK LINE  
 L.L. = LAND LOT LINE  
 ⚡ = POWER POLE  
 --- = PROPERTY LINE  
 --- = ADJOINING PROPERTY LINE  
 --- = BEDD SETBACK LINE (BSL)  
 --- = CREEK OR DRAINAGE COURSE  
 --- = DRAINAGE EASEMENT  
 --- = JASPER COUNTY WATER EASEMENT  
 --- = NO ACCESS BUFFER

DATE: 1/11/07  
 DRAFTER: J. J. DORSEY  
 JOB NO. 03-353, P. 76-78  
 ZONED AS

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD	CURVE	RADIUS	ARC LENGTH	CHORD
C1	1311.00	392.81	145.56	C18	50.00	18.69	15.39
C2	1311.00	80.30	145.56	C19	50.00	35.73	14.42
C3	332.00	34.63	33.19	C20	50.00	30.47	15.27
C4	532.00	129.51	122.18	C21	240.00	108.92	57.78
C5	532.00	143.84	107.53	C22	240.00	17.17	16.84
C6	532.00	143.84	107.53	C23	240.00	17.17	16.84
C7	532.00	143.84	107.53	C24	500.00	154.83	110.46
C8	532.00	143.84	107.53	C25	500.00	113.77	82.10
C9	532.00	143.84	107.53	C26	500.00	71.26	53.67
C10	50.00	35.73	14.42	C27	430.00	95.23	68.84
C11	50.00	30.47	15.27	C28	315.41	149.21	100.10
C12	50.00	30.47	15.27	C29	315.41	149.21	100.10
C13	50.00	30.47	15.27	C30	315.41	149.21	100.10
C14	50.00	30.47	15.27	C31	315.41	149.21	100.10
C15	50.00	30.47	15.27	C32	315.41	149.21	100.10
C16	50.00	30.47	15.27	C33	315.41	149.21	100.10
C17	50.00	30.47	15.27	C34	315.41	149.21	100.10
C18	50.00	30.47	15.27	C35	315.41	149.21	100.10
C19	50.00	30.47	15.27	C36	315.41	149.21	100.10
C20	50.00	30.47	15.27	C37	315.41	149.21	100.10
C21	240.00	108.92	57.78	C38	315.41	149.21	100.10
C22	240.00	17.17	16.84	C39	315.41	149.21	100.10
C23	240.00	17.17	16.84	C40	315.41	149.21	100.10
C24	500.00	154.83	110.46	C41	315.41	149.21	100.10
C25	500.00	113.77	82.10	C42	315.41	149.21	100.10
C26	500.00	71.26	53.67	C43	315.41	149.21	100.10
C27	430.00	95.23	68.84	C44	315.41	149.21	100.10
C28	315.41	149.21	100.10	C45	315.41	149.21	100.10
C29	315.41	149.21	100.10	C46	315.41	149.21	100.10
C30	315.41	149.21	100.10	C47	315.41	149.21	100.10
C31	315.41	149.21	100.10	C48	315.41	149.21	100.10
C32	315.41	149.21	100.10	C49	315.41	149.21	100.10
C33	315.41	149.21	100.10	C50	315.41	149.21	100.10
C34	315.41	149.21	100.10	C51	315.41	149.21	100.10
C35	315.41	149.21	100.10	C52	315.41	149.21	100.10
C36	315.41	149.21	100.10	C53	315.41	149.21	100.10
C37	315.41	149.21	100.10	C54	315.41	149.21	100.10
C38	315.41	149.21	100.10	C55	315.41	149.21	100.10
C39	315.41	149.21	100.10	C56	315.41	149.21	100.10
C40	315.41	149.21	100.10	C57	315.41	149.21	100.10
C41	315.41	149.21	100.10	C58	315.41	149.21	100.10
C42	315.41	149.21	100.10	C59	315.41	149.21	100.10
C43	315.41	149.21	100.10	C60	315.41	149.21	100.10
C44	315.41	149.21	100.10	C61	315.41	149.21	100.10
C45	315.41	149.21	100.10	C62	315.41	149.21	100.10
C46	315.41	149.21	100.10	C63	315.41	149.21	100.10
C47	315.41	149.21	100.10	C64	315.41	149.21	100.10
C48	315.41	149.21	100.10	C65	315.41	149.21	100.10
C49	315.41	149.21	100.10	C66	315.41	149.21	100.10
C50	315.41	149.21	100.10	C67	315.41	149.21	100.10
C51	315.41	149.21	100.10	C68	315.41	149.21	100.10
C52	315.41	149.21	100.10	C69	315.41	149.21	100.10
C53	315.41	149.21	100.10	C70	315.41	149.21	100.10
C54	315.41	149.21	100.10	C71	315.41	149.21	100.10
C55	315.41	149.21	100.10	C72	315.41	149.21	100.10
C56	315.41	149.21	100.10	C73	315.41	149.21	100.10
C57	315.41	149.21	100.10	C74	315.41	149.21	100.10
C58	315.41	149.21	100.10	C75	315.41	149.21	100.10
C59	315.41	149.21	100.10	C76	315.41	149.21	100.10
C60	315.41	149.21	100.10	C77	315.41	149.21	100.10
C61	315.41	149.21	100.10	C78	315.41	149.21	100.10
C62	315.41	149.21	100.10	C79	315.41	149.21	100.10
C63	315.41	149.21	100.10	C80	315.41	149.21	100.10
C64	315.41	149.21	100.10	C81	315.41	149.21	100.10
C65	315.41	149.21	100.10	C82	315.41	149.21	100.10
C66	315.41	149.21	100.10	C83	315.41	149.21	100.10
C67	315.41	149.21	100.10	C84	315.41	149.21	100.10
C68	315.41	149.21	100.10	C85	315.41	149.21	100.10
C69	315.41	149.21	100.10	C86	315.41	149.21	100.10
C70	315.41	149.21	100.10	C87	315.41	149.21	100.10
C71	315.41	149.21	100.10	C88	315.41	149.21	100.10
C72	315.41	149.21	100.10	C89	315.41	149.21	100.10
C73	315.41	149.21	100.10	C90	315.41	149.21	100.10
C74	315.41	149.21	100.10	C91	315.41	149.21	100.10
C75	315.41	149.21	100.10	C92	315.41	149.21	100.10
C76	315.41	149.21	100.10	C93	315.41	149.21	100.10
C77	315.41	149.21	100.10	C94	315.41	149.21	100.10
C78	315.41	149.21	100.10	C95	315.41	149.21	100.10
C79	315.41	149.21	100.10	C96	315.41	149.21	100.10
C80	315.41	149.21	100.10	C97	315.41	149.21	100.10
C81	315.41	149.21	100.10	C98	315.41	149.21	100.10
C82	315.41	149.21	100.10	C99	315.41	149.21	100.10
C83	315.41	149.21	100.10	C100	315.41	149.21	100.10

24 Hour Contact Person:  
**TERRY MICHAEL**  
 Phone: (706) 251-1111

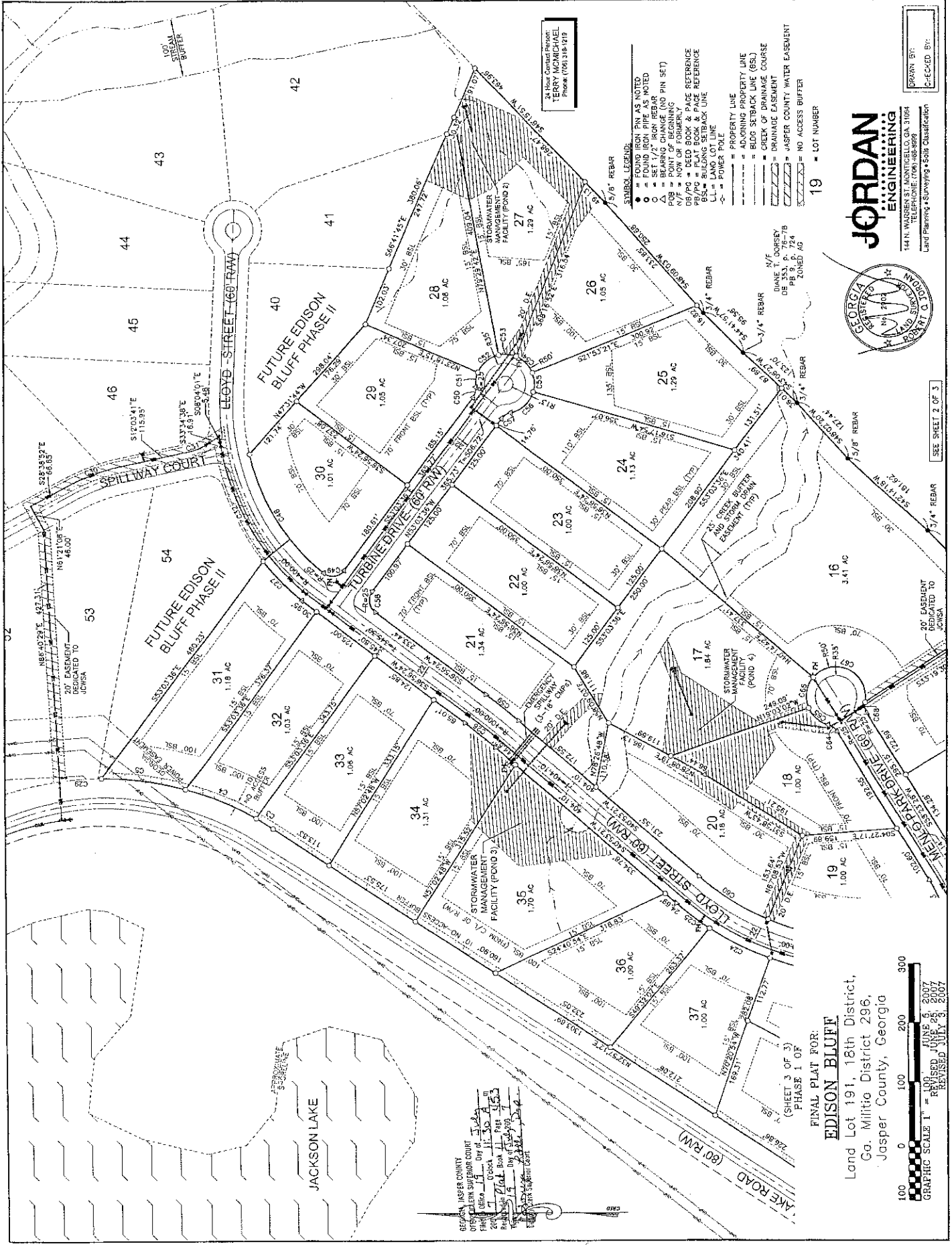
**JORDAN ENGINEERING**  
 144 WAREHILL ST. MONTICELLO, GA 31079  
 TELEPHONE: (706) 686-8999  
 Land Planning • Surveying • State Classification

DESIGNED BY: [Signature]  
 CHECKED BY: [Signature]

(SHEET 2 OF 3)  
 FINAL PLAT FOR:  
 PHASE 1 OF  
**EDISON BLUFF**  
 Land Lot 191, 18th District,  
 Ga. Militia District 296,  
 Jasper County, Georgia

1" = 100' GRAPHIC SCALE  
 1" = 100' GRAPHIC SCALE  
 1" = 100' GRAPHIC SCALE

REVISED: JULY 3, 2007



24 Hour Contact Person:  
TERRY MONMICHAEL  
Phone: (706) 318-1219

- SYMBOL LEGEND:**
- = FOUND IRON PIPE AS NOTED
  - = SET 1/2" IRON REBAR
  - = BEARING CHANGE (NO PIN SET)
  - = POINT OF BEGINNING
  - = DEED BOOK & PAGE REFERENCE
  - = PLAT BOOK & PAGE REFERENCE
  - = BUILDING SETBACK LINE
  - = POWER POLE
  - = PROPERTY LINE
  - = ADJOINING PROPERTY LINE
  - = BLDG SETBACK LINK (BSL)
  - = CREEK OF DRAINAGE COURSE
  - = DRAINAGE EASEMENT
  - = JASPER COUNTY WATER EASEMENT
  - = NO ACCESS BUFFER

**JORDAN ENGINEERING**  
144 N. WINDYBROOK DRIVE, SUITE 3100A  
JASPER COUNTY, GEORGIA 31054  
TEL: (706) 318-1219  
FAX: (706) 318-1219  
Card Printing / Surveying / Soil Classification



19 = LOT NUMBER

SEE SHEET 2 OF 3

3/4" REBAR

20' EASEMENT DEDICATED TO JCMSA

5/8" REBAR

3/4" REBAR

5/8" REBAR

3/4" REBAR

5/8" REBAR

3/4" REBAR

REG. PLAN, JASPER COUNTY  
OFF. OF CLERK SUPERIOR COURT  
FILED OFFICE 14 DAY 11 2007  
2007 JUN 26 11 35 AM  
RECORDED BY 2007 JUN 26 11 35 AM  
RECORDED BY 2007 JUN 26 11 35 AM

FINAL PLAT FOR:  
EDISON BLUFF

Land Lot 191, 18th District,  
Ga. Militia District 296,  
Jasper County, Georgia

