



# PUTNAM COUNTY TECHNICAL REVIEW COMMITTEE

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ [www.putnamcountyga.us](http://www.putnamcountyga.us)

## Agenda

**Thursday, July 14, 2022 ♦ 11:00 AM**

Putnam County Administration Building – Room 203

### Opening

1. Opening
2. Attendance

### Requests

3. Request by **Kevin Price**, for a preliminary plat approval for Meadowcrest Subdivision Phase 2 located on Sage Court and Sage Lane. The proposed development consists of 17.454 acres with a plan to develop multiple Single-family parcels [**Map 104, Parcels 022001 currently zoned R-1R**].

### Red Line Comments

### Adjournment

The Technical Review Committee meeting will be conducted pursuant and in accordance with O.C.G.A. Chapter 36-66.

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

**File Attachments for Item:**

3. Request by **Kevin Price**, for a preliminary plat approval for Meadowcrest Subdivision Phase 2 located on Sage Court and Sage Lane. The proposed development consists of 17.454 acres with a plan to develop multiple Single-family parcels **[Map 104, Parcels 022001 currently zoned R-1R]**.



# PUTNAM COUNTY PLANNING & DEVELOPMENT

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PLAN2022-01214

## Application for Preliminary Plat Review and Approval

**INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED**

Date: 2/11/22

### Jurisdiction:

Putnam County  
 City of Eatonton

### Person requesting review:

Name: KEVIN PRICE Title: OWNER / CONTRACTOR

Physical Address: 2500 DANIELS BRIDGE RD. BLDG 100, 2ND FL City: ATHENS State: GA Zip: 30606

Mailing Address: " " City: " " State: " " Zip: " "

Daytime Phone: 770-855-4001 E-mail: KEVINPRICE@KPGC.NET

### Project Information:

Project Name: Meadowcrest subdivision phase 2

Project Address: SAGE COURT / SAGE LANE EATONTON, GA 31024

Nearest Address or Cross Street: Old PHOENIX ROAD

Tax Map: 104 Parcel: 104022001 Zoning District R1

Total Acreage: 17.454 Total Acreage Disturbed: \_\_\_\_\_

### Proposed project to be constructed:

<input type="checkbox"/> Commercial Development	<input type="checkbox"/> Recreational Development	<input type="checkbox"/> Residential Lot
<input type="checkbox"/> Industrial Development	<input type="checkbox"/> Farm Pond	<input type="checkbox"/> Agricultural
<input checked="" type="checkbox"/> Residential Development	<input type="checkbox"/> Recreational Pond	<input type="checkbox"/> Other

Explain Other: \_\_\_\_\_

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1970-1971

1972-1973

1974-1975

1976-1977

1978-1979

1980-1981

1982-1983

1984-1985

1986-1987

1988-1989

1990-1991

1992-1993

1994-1995

1996-1997

1998-1999

2000-2001



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### Project Information, cont.

Are there any existing structures on the property?  Yes  No

If yes, type of existing structures on property: \_\_\_\_\_

Is the property in a ground water recharge area?  Yes  No

Does the property contain wetland areas?  Yes  No

Is the property in a water supply water shed?  Yes  No

Water Shed: \_\_\_\_\_

Is there a flood plain on the property?  Yes  No

FIRM Map Panel: \_\_\_\_\_

Are there state waters within 200 feet of the property?  Yes  No

Type Water Source: (Check all that apply)

River  Lake  Pond  Creek  Stream  Spring  Branch

### Owners Information:

Name: KEVIN PRICE

Physical Address: 2500 DANIELS BRIDGE RD ATHENS GA Zip: 30606  
BLDG. 100, 2ND FL

Mailing Address: " " " " " " City: " " State: " " Zip: " "

Daytime Phone: 706-548-6500 Cell Phone: 770-855-4001

24 Hour Contact and Phone Number: KEVIN PRICE - 770-855-4001

Fax: 706-548-6644 E-mail: KEVIN PRICE @ KPGC.NET

### Design Professional Information:

Company Name: GEORGIA CIVIL

Physical Address: 311 N. MAIN ST. STE 101 MADISON GA Zip: 30650

Mailing Address: PO BOX 896 MADISON GA Zip: 30650

Daytime Phone: 706-342-1104 24 Hour Phone: 706-201-0996

Fax: 706-342-1105 E-mail: BSLATE @ GEORGIA CIVIL.COM

Contact Name: BRIAN SLATE

Daytime Phone: 706-342-1104 Fax: 706 342-1105

RECEIVED JUN 16 2022  
JCO



RECEIVED 11/18/84

Faint, illegible text, possibly bleed-through from the reverse side of the page.



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**THE APPLICANT HEREBY AFFIRMS THAT THEY ARE THE PROPERTY OWNER OR HAS THE LEGAL AUTHORITY TO SIGN THIS FORM ON THE OWNER'S BEHALF, AND APPLICANT AGREES TO INDEMNIFY AND HOLD PUTNAM COUNTY HARMLESS IN THE EVENT IT IS DETERMINED APPLICANT DOES NOT HAVE SUCH LEGAL AUTHORITY.**

Signature: *Kevin Price*

Date: 2-15-22  
JCO PCUD 2022 JUN 16

Print Name: KEVIN PRICE

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Date Filed: 6-16-22 Office Use Only Fee: 330.00 Check Number: 1578  
Cash: \_\_\_\_\_ Credit Card: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

*JCO* RECEIVED JUN 16 2022



RECEIVED 12/1/10





# PUTNAM COUNTY PLANNING & DEVELOPMENT

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The preliminary plat and site development shall be prepared and sealed by a licensed land surveyor or professional engineer licensed in the State of Georgia, at a convenient scale of not more than one inch equals 200 feet, shall be prepared in ink, and the sheets shall be numbered in sequence and referenced to an index sheet if more than one is used. Such sheets as the preliminary plat is drawn upon shall be consistent with current engineering practices. Subdivision plat details shall conform to the requirements of the state board of professional registration and the Plat Act.

## Sec. 28-52. - Features.

The preliminary plat or site development shall show the following. *Please see Chapter 28 Development Regulations for complete details at [municode.com](http://municode.com) Please read and initial each to confirm compliance.*

KP Name of the development. The applicant shall submit a proposed name for the subdivision or site.

KP A notarized affidavit which includes the name, address and telephone number of the current legal owner or authorized agent of the property, and a citation of the last instrument conveying the title of each parcel of property involved in the proposed subdivision. This may not be applicable to a site development.

KP Citation of any existing right-of-way or easements whether legal or in use by someone other than the property owner affecting the property.

KP Provide existing covenants on the property, if any, and submit proposed covenants if so intended.

KP Name and address, including the telephone number of the professional persons or firms responsible for the design, for design of public improvements and for surveys.

KP Location of property by map and parcel numbers.

KP Location of property lines, existing easements, burial grounds, historical sites, natural areas of aesthetic beauty or interest, railroad right-of-way, watercourses, wetlands, and floodplains.

KP Location, width, type and name of all existing or platted streets or other public or private ways within or adjacent to the tract.

KP Approximate location of future roads and their classification as may be shown on the Joint Putnam County/City of Eatonton Joint Comprehensive Plan.

KP Name and locations of adjoining developments and current property owners.

KP Locations and sizes of existing sewers, water mains, culverts, bridges or above and underground structures and aerial utilities within the tract and adjacent thereto.

KP Approximate locations and sizes of existing permanent buildings and utility stations on the tract.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

2. In the second section, the author outlines the various methods used to collect and analyze the data. This includes both manual data entry and the use of specialized software tools. The goal is to ensure that the data is both accurate and easy to interpret.

3. The third part of the document provides a detailed breakdown of the results. It shows that there is a significant correlation between the variables being studied. This finding is supported by statistical analysis and is consistent with previous research in the field.

4. Finally, the document concludes with a series of recommendations for future research. It suggests that further studies should be conducted to explore the underlying causes of the observed trends. This will help to refine the current model and provide more accurate predictions.



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**Sec. 28-53. - Proposed improvements for subdivisions and site developments. *Please see Chapter 28 Development Regulations for complete details at municode.com***  
**Please read and initial each to confirm compliance.**

The following proposed improvements shall be indicated on preliminary plats and site plans: (Site developments need not comply with the items denoted by an asterisk (\*) unless the Director deems it appropriate to require them.)

KP \* Location and pavement width of all proposed streets, easements, and other public and private ways, including rights-of-way.

KP Require minimum building setback lines. Site developments shall show setbacks for all property lines.

KP Locations, dimensions and areas in square feet of all proposed and existing lots. Site development plans shall be drawn to an engineering scale of one inch equals 200 feet (or as otherwise may be approved by the director) and showing all proposed improvements to the property, including but not limited to: buildings, parking, landscaping, lighting, stormwater detention, vehicular ingress and egress, total floor area and/or number of dwelling units, total land area, building coverage, and building height (in feet and floors). Development in the village zoning district may be required by the director to show more details related to the utilization of exterior spaces proposed adjacent to and among the proposed improvements.

KP Total area of the subdivision/site development expressed in acres and decimals of an acre. If less than one acre, the area shall be described in square feet.

KP Location and dimensions of all property proposed to be set aside for park or playground use, or other public dedication or private reservation, or landscaping with designation of purpose thereof. This is generally not required of a site development; however, it is required of developments within the village zoning district.

KP Indications of all uses proposed by the applicant. If the site development is in the village zoning district, the floor area relationship between commercial and residential uses must be indicated.

KP \* Proposed names of all streets. The developer shall submit a list of alternate street names.

KP \* Blocks shall be consecutively numbered and lettered. The blocks in numbered additions to existing subdivisions bearing the same name shall be numbered and lettered consecutively throughout the various additions.

KP \* All lots in each block shall be numbered consecutively.

KP If the subdivision or site development is to be developed in phases coincidental with ensuing development permits, the phases shall be shown and numbered consecutively.





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## Sec. 28-50. - Preliminary plat or site development application procedure.

The application shall include all of the following:

- A letter stating the general purpose and intent of the plat and a summary of the developer's intentions with respect to whether the streets will be public or private, the amount of open space proposed, the contemplated minimum lot sizes and floor areas of the structures, the amount and percent of lot coverage and any other aspect of the development the applicant chooses to express;
- The applicant shall state on the plat that it includes all of the applicant's ownership in that location, including any contiguous parcels owned by the applicant.
- Include the payment of \$330.
- Four preliminary plats Sec. 28 - DIVISION 3. - APPLICATION AND REVIEW PROCEDURES
- Include four copies of a traffic study. *Submitted on Phase 1*
- Letter of agency (if applicable)
- Complete application packet may be submitted at [pdsubbmittals@putnamcountyga.us](mailto:pdsubbmittals@putnamcountyga.us)





Ms. Lisa Jackson, Director  
Putnam Co Planning and Development  
117 Putnam Drive Suite B  
Eatonton, Ga 31024

6/15/22

**Re: Meadowcrest Subdivision Phase II Fire Hydrants**

Sage St & Old Phoenix Rd  
Eatonton, Ga.

Lisa,

This is to follow up on our meeting a couple of weeks ago with Chief Tom McClain regarding beginning Ph II at Meadowcrest.

While I certainly promote and subscribe to public safety, the existing water system in Meadowcrest will not support Fire Hydrants.

We had this same conversation in 2018 when we re-started Meadowcrest Ph 1 once we shut things down with the recession in 2008. The entire water system was installed in 2006 and approved by EPD during that time.

When we re-started the subdivision in 2018, we reached back out to EPD to solicit their guidance in what was required to utilize the system. As you can see by the attached letter, EPD acknowledges:

- The existence of the system
- Entire system as designed was installed in 2006
- The original date of installation 2006
- Approval of the installation
- Verification of their site visit on November 8, 2016

Further, as I read the **Putnam Co Ordinance Sec. 32-19-Fire Hydrants** (attached and highlighted) and considering that this is an existing public well or water system that was installed all at one time (no expansion), my interpretation is that we do not have to provide Fire Hydrants.

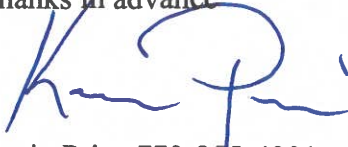
*Existing public well or water supply systems which do not include fire hydrants shall not be required to install fire hydrants unless the system is expanded as provided above*

I hope that this will provide clarity to the matter.

We plan to submit our Preliminary Plat application along with all supporting documentation very soon.

Should you have any comments or questions, please let me know.

Thanks in advance

A handwritten signature in blue ink, appearing to read 'Kevin Price', with a large, stylized initial 'K'.

Kevin Price 770-855-4001 cell

Cc: Chief Thomas McClain  
File/Putnam/MC Ph II





# GEORGIA

DEPARTMENT OF NATURAL RESOURCES

## ENVIRONMENTAL PROTECTION DIVISION

**Richard E. Dunn, Director**

**Northeast District**  
745 Gaines School Road  
Athens, Georgia 30605  
706-369-6376

June 20, 2017

Mr. Kevin Price, President  
Kevin Price Construction  
2500 Daniels Bridge Road Building 100, 2<sup>nd</sup> Floor  
Athens, GA 30606

Re: Meadow Crest Subdivision Drinking Water System #2370094  
Putnam County.

*state issued IO #*

Dear Mr. Price:

The Northeast District Drinking Water Program of the Environmental Protection Division (EPD) evaluated the current status of the referenced Water System and related the findings to you in a meeting on June 20, 2017, at the EPD Athens Office. As discussed, it has been determined that the Construction Plans submitted to EPD and approved on March 7, 2007, (see attached Approval Letter) remain acceptable and the Water System consisting of two (2) groundwater wells, Treatment Plant and Distribution System is complete as described in those Construction Plans. This was further confirmed by a site visit on November 8, 2016 (see attached Trip report). However, since the initial chemical analyses of the groundwater from these two wells was completed in September 2006, EPD is requesting that the Bacteriological, Chemical and Radiological testing be repeated to ensure the quality of the water has not changed significantly from 2006.

*Existing system Accepted AS of Sept 2006*

Upon receiving acceptable analytical results for the bacteriological, chemical and radiological testing, EPD can proceed to grant Source Approval for a potable drinking water supply. Upon being notified of the analytical results and that the water system is complete and ready to provide potable water to prospective customers, EPD will conduct another site visit and proceed with the permitting process to obtain an EPD Drinking Water Permit to distribute the water to residents of the subdivision.

Also noted in our meeting was that the ownership of the water system has changed from what is currently on record with EPD. Attached are forms that must be returned to update the Agency's database.

If you have any questions, please contact me at 706.369.6376.

Sincerely,

Environmental Engineer III  
Northeast District Drinking Water Program

**Attachments**

Cc: Lynn Ellis, EPD Drinking Water Permitting & Engineering Program  
Scott Callaway, Northeast District Drinking Water Program

• **Sec. 32-19. - Fire hydrants.**

(a)  
*Ownership* . All fire hydrants installed within the unincorporated area of Putnam County shall be owned by and under the direct supervision of the respective owners. Owners shall be required to provide the Putnam County Fire Chief with a complete listing of the number and location of all fire hydrants under their supervision.

(b)  
*Fire hydrants required* . All public well or water supply systems, as defined in this Code, shall provide fire hydrants as a primary means of fire suppression. This requirement shall apply to newly constructed systems and any expansion of existing systems where such expansion would add service for 15 or more connections or add service for 25 or more persons on a daily basis whether such expansion is completed at one time or in several phases. Owners or operators of existing public well or water supply systems are hereby prohibited from removing fire hydrants currently installed in said systems except as provided below. Existing public well or water supply systems which do not include fire hydrants shall not be required to install fire hydrants unless the system is expanded as provided above.

(c)  
*Fire hydrant standards* . All fire hydrants incorporated into a public well or water supply system shall be installed and maintained by the respective owners in accordance with the most recent version of the International Fire Code including any appendices as adopted by Putnam County. Said standards include, but are not limited to, minimal distance between fire hydrants, location with respect to public right-of-way, design and construction specifications, and pressure/flow capacity.

(d)  
*Fire chief granted authority* . The Putnam County Fire Chief, or his/her designee, is hereby granted the authority to inspect, test and approve all fire hydrants situated within the unincorporated area of Putnam County. The Putnam County Fire Chief shall keep all records of the location and test results of all fire hydrants under this authority. The fire chief, or his/her designee, shall indicate the result of testing by color-coding the fire hydrant according to the International Fire Code standards. Newly installed fire hydrants shall be tested within 180 days of installation. Existing fire hydrants shall be tested at intervals of no less than two years. No owner of a fire hydrant included under this authority shall interfere with or restrict the ability of the Putnam County Fire Chief to exercise this authority.

(e)  
*Fire hydrant out-of-service* . The owner of any fire hydrant under their supervision which is known to be inoperative or out of service for any reason shall promptly report the same to the Putnam County Fire Chief. Any fire hydrant found, on testing, to fail to meet the standards set forth above shall be designated as out-of-service. The Putnam County Fire Chief shall notify the owner, in writing, of any fire hydrant designated as being out-of-service within ten days of such designation. The notification may be by personal service or U.S. Postal Service, registered letter.

(f)  
*Owner duty to repair* . Upon notification of a fire hydrant being out-of-service, it shall be the duty of the owner to repair or replace the defective fire hydrant so as to place it back in service within 90 days of receiving notification. Alternatively, at the option of the owner, the defective fire hydrant may be physically removed from the system, providing however that the distance between the remaining, approved fire hydrants be no less than 1,000 feet.

(g)

DOCH# 005025  
FILED IN OFFICE  
11/16/2018 11:33 AM  
BK:936 PG:173-201  
SHEILA H. PERRY  
CLERK OF COURT  
PUTNAM COUNTY

*SW*

-----Space Above This Line for Recorder's Use-----

**After recording, please return to:  
Liberty Marts, LLC  
2500 Daniell's Bridge Road  
Building 100, Second Floor  
Athens, Georgia 30606  
Attn: Kevin Price**

**DECLARATION OF RESTRICTIONS AND COVENANTS  
MEADOWCREST  
PUTNAM COUNTY, GEORGIA**

THIS DECLARATION, made on the date hereinafter set forth by LIBERTY MARTS, LLC, a Georgia limited liability company (hereinafter sometimes called "Declarant").

**RECITALS:**

WHEREAS, Declarant is the owner of real property located off of Old Phoenix Road in Putnam County, Georgia, referenced in Exhibit "A" attached hereto, as well as certain additional property referenced in Section 2 of Article II and described in Exhibit "B" attached hereto and incorporated herein by reference;

WHEREAS, Declarant desires to subject the real property described in Exhibit "A", to the provisions of this Declaration; and

WHEREAS, Declarant desires to reserve the option to subject all or a part of the Additional Property described in Exhibit "B" to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby submits all those Lots, the description of which are more specifically described in Exhibit "A", attached hereto and incorporated herein by reference, to this Declaration, including the improvements constructed or to be constructed thereon, and any additional property described in Exhibit "B" as may by amendment hereto be subjected to this Declaration, is hereby subject to the provisions of this Declaration and shall be held, sold,

transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants and restrictions (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth, which are, for the purpose of protecting the value and desirability of, and which shall run with the title to the real property hereby made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now made subject hereto, their respective heirs, legal representatives, successors, successors in title and assigns and shall inure to the benefit of each and every owner of all of any portion thereof.

ARTICLE I

DEFINITIONS

- A. "Architectural Control Committee" shall mean and refer to The Architectural Control Committee initially comprised of Kevin Price, and such other individuals or entities as Declarant may appoint and thereafter those persons selected by the Board of Directors in compliance with the provisions of this Declaration.
- B. "Additional Property" shall mean and refer to the real property described in Exhibit "B" and all improvements thereon.
- C. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be hereinafter amended.
- D. "Association" shall mean and refer to the Meadowcrest Property Owner's Association, Inc., a non-profit Georgia corporation, its successors and assigns.
- E. "Board of Directors" shall mean the Board of Directors of the Association, the members of which shall be appointed and elected from time to time as provided in this Declaration, the Articles of Incorporation and the By-Laws. The Board of Directors shall be the governing body of the Association.
- F. "By-Laws" shall mean the By-Laws of the Association, as the same may be hereinafter amended.
- G. "Common Area" means all real and personal property submitted to the Declaration which is owned or leased by the Association for common use and enjoyment of the members.
- H. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the Declaration.
- I. "Community" shall mean and refer to that certain real property described in Exhibit "A" attached hereto, and any Additional Property described in Exhibit "B" as may be amendment hereto be subject to this Declaration.

- J. "Declarant" shall mean and refer to (i) LIBERTY MARTS, LLC; (ii) any successor-in-title to the said party to all or some portion of the Community, provided such successor-in-title shall acquire such Community for the purpose of development or sale, and provided further in the instrument of conveyance to any such successor-in-title such successor-in-title is expressly designated as the "Declarant" hereunder at the time of such conveyance; or (iii) should any of the Community become subject to a first mortgage given by "Declarant" as security for the repayment of a construction or development loan, then all the rights, privileges and options herein reserved to "Declarant" shall inure to the benefit of the holder of such mortgage upon its becoming the owner of all the Community then subject thereto through whatever means or the purchaser of all such Community at a judicial or foreclosure sale made pursuant to any power of sale contained in such mortgage; and, further, all the rights, privileges and options herein reserved to "Declarant" may be transferred to the successor-in-title of any such acquirer of title to such Community provided any such successor-in-title shall acquire for the purpose of development or sale all or some portion of such Community, and provided further, in the instrument of conveyance to such successor-in-title, such successor-in-title is designated as the "Declarant" hereunder. The privileges and options herein reserved to "Declarant" may be transferred to the successor-in-title of any such acquirer of title to such Community provided any such successor-in-title shall acquire for the purpose of development or sale all or some portion of such Community, and provided further, in the instrument of conveyance to such successor-in-title, such successor-in-title is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor of such conveyance shall be the "Declarant" hereunder at the time of such conveyance. In the event that persons specified in both (ii) and (iii) above become entitled to succeed to the interests of "Declarant" as therein provided, then as between such persons, any person entitled to be "Declarant" by virtue of (iii) above shall be "Declarant" instead of any person entitled to be "Declarant" by virtue of (ii) above.
  
- K. "Declaration" means this recordable instrument creating covenants upon property which covenants are administered by a property owners' association in which membership is mandatory for all owners of lots in the community.
  
- L. "Lot" shall mean any plot of land located within the Community which constitutes a single dwelling site designated on any plat of survey recorded in the Office of the Clerk of Superior Court of Putnam County, Georgia, as well as any building or any portion of any building located thereon which is intended for independent residential use.
  
- M. "Lot Owner" or "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot located within the Community, excluding, however, any person holding such interest merely as security for the performance or satisfaction of any obligation.
  
- N. "Mortgage" means any mortgage, deed to secure debt, security deed and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

- O. "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONAL PROPERTY AND DEVELOPMENT OF THE PROPERTY

Section 1. Property Subject to Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter 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 the real property described as the Community in Article I hereof. The Community is particularly described in Exhibit "A" attached hereto.

Section 2. Plan of Development of Additional Property. Declarant hereby reserves the option, to be exercised in his sole discretion, to submit from time to time the Additional Property or a portion or portions thereof to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Community. At this time, Declarant intends to construct approximately forty six (46) Lots in the Community, together with roads, utility systems, and other improvements serving such Lots. However, Declarant reserves the right to construct fewer or more Lots on the Additional Property provided that Declarant is in compliance with the applicable provision of the zoning ordinance of Putnam County, Georgia. This option may be exercised by Declarant in accordance with the following conditions and limitations, which are the only conditions and limitations on such option to add all or any portion of the Additional Property to the Community:

a) The option may be exercised from time to time for so long as Declarant has authority to appoint and remove Directors and Officers of the Association; provided, however, that the Declarant reserves the right to terminate such option at any time prior to the expiration of such period by executing and filing an agreement with the records of the Clerk of the Superior Court of Putnam County, Georgia evidencing such termination, and except for such termination by the Declarant, no other circumstances will terminate such option prior to the expiration of such period.

b) The legal description of the Additional Property is set forth on Exhibit "B"; portions of the Additional Property may be subjected to this Declaration at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence, or location in which any of such portions may be added to the Community. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.

c) If Additional Property or any portion thereof is subjected to this Declaration, Declarant shall have the right, but not the obligation, to construct on the Additional Property, or any portion thereof, such recreational and other facilities as Declarant shall deem advisable for the common use and enjoyment of the Owners, their families, tenants, guests, and invitees. There are no limitations with respect to the location of such facilities on the Additional Property.

d) If the Additional Property or any portion thereof is subjected to this Declaration, the homes constructed thereon will be restricted exclusively to residential use.

e) If the Additional Property or any portion thereof is subjected to this Declaration, Declarant reserves the right to designate the boundaries of the Lots thereon.

f) Should the option to add the Additional Property, or any portion, thereof, not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, as aforesaid, Declarant shall not be obligated to impose on the Additional Property or any portion thereof any covenants, conditions or restrictions the same or similar to those contained herein.

g) The option reserved by Declarant to cause all or any portion of the Additional Property to become part of Meadowcrest shall in no way be construed to impose upon Declarant any obligation to add all or any portion of the Additional Property to Meadowcrest or subject it to this Declaration or to construct thereon any improvements of any nature whatsoever. The option reserved under this Article II may be exercised by Declarant only by the execution of an amendment to this Declaration which shall be filed in the records of the Clerk of the Superior Court of Putnam County, Georgia. At or before the consummation of the sale of the last Lot, Declarant shall convey to the Association any common areas of the Additional Property, or such portion thereof so submitted, such conveyance to be subject to the lien of taxes not yet due and payable, utility easements serving the Community and/or the Additional Property, matters of record and any exceptions which would be disclosed by a survey or physical Inspection of such parcel. Any such amendment shall expressly submit the Additional Property or such portion thereof to all the provisions of this Declaration as it may be amended, or upon the exercise, if any, of such option or options, the provisions of this Declaration shall then be understood as and as embracing the parcel described in Exhibit "A" and the Additional Property or such portion thereof which is submitted to the terms hereof, together with all improvements located thereon. If the Additional Property or any portion thereof is added to Meadowcrest, then from and after the addition of the Additional Property or such portion to Meadowcrest by such amendment to this Declaration, the number of votes in the Association shall be increased by the number of Lots added to Meadowcrest so that there will continue to be one (1) vote in the Association per lot in Meadowcrest.

Section 3. Storm Water Detention Facilities. The stormwater detention facilities located on the Property shall constitute Common Property and shall be owned, maintained, insured and repaired by the Association in accordance with the Putnam County Development Code and this Declaration. The Association shall provide a report of all maintenance activities, submit copies of maintenance records, coordinate inspections to be performed by Putnam County personnel, and perform any other related actions to insure compliance with stormwater discharges as being more particularly set forth in the Putnam County Development Code.

Section 4. Lots and Other Interest Subject to Plan of Development. Every purchaser of a Lot shall purchase such lot and every mortgagee and lienholder holding an interest therein shall

take title, or hold such security interest with respect thereto, with notice of Declarant's plan of development as herein set forth, and Declarant shall have an does hereby specifically reserve the right to add the Additional Property or any portion thereof to Meadowcrest as hereinabove provided, and with respect to each Lot located within the Additional Property, to convey to the purchaser thereof the title to the Lot and its appurtenant membership and voting rights in the Association. Any provision of this Declaration to the contrary notwithstanding, the provisions of this the foregoing plan of development set forth in this Article II may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Declarant.

ARTICLE III

POWERS OF THE ASSOCIATION AND BOARD OF DIRECTORS

The powers of the Association and the Board of Directors shall be as set forth in the Georgia Non-Profit Corporation Act, this Declaration, the Articles of Incorporation and the By-Laws of the Association.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose. Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is (a) to administer and enforce the covenants and restrictions set forth in this Declaration; and (b) to assure the installation, construction or alteration of any structure on any Lot is submitted to the Architectural Control Committee for approval (i) as to whether the proposed installation, construction or alteration, is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Community; and (ii) as to the location of structures with respect to topography, finished ground elevation and surrounding structures.

Section 2. Selection of the Architectural Control Committee. From the execution date of this Declaration until such time as the Declarant's right to submit the Additional Property to the provisions of this Declaration pursuant to Article II expires and all Lots have been fully developed, permanently improved, and sold to permanent residents, the Architectural Control Committee shall consist of Kevin Price, or such other entities or individuals, or a combination thereof, as the Declarant may select from time to time. Upon the sale by Declarant to an Owner of the last Lot and the construction and completion of a permanent residence thereof, the Declarant shall cease functioning as the Architectural Control Committee in all respects and a successor Architectural Control Committee shall be appointed by the Board of Directors. However, the Declarant may at any time prior thereof resign from the Architectural Control Committee, turning its functions over to the Board of Directors of the Association.

Section 3. Meetings. The Architectural Control Committee shall hold such meetings as required or allowed for the Board of Directors by the By-Laws.



Section 4. Action of Members of Architectural Control Committee. Any member of the Architectural Control Committee may be authorized by the Architectural Control Committee to exercise the full authority of the Architectural Control Committee with respect to all matters over which the Architectural Control Committee has authority as may be specified by resolution of the Architectural Control Committee. The action of such member with respect to the matters specified shall be final and binding upon the Architectural Control Committee and upon any applicant for an approval permit or authorization, subject, however, to review and modification by the Architectural Control Committee on its own motion or appeal by the applicant to the Architectural Control Committee as provided herein. Written notice of the decision of such member shall, within five (5) days thereof, be given to any applicant for an approval permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the Architectural Control Committee. Upon the filing of any such request, the matter with respect to which request was filed shall be submitted to, and reviewed promptly by, the Architectural Control Committee, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the Architectural Control Committee with respect to such matter shall be final and binding.

ARTICLE V

BUILDING REQUIREMENTS

The following property rights and architectural restrictions shall apply to the property which is initially subjected to this Declaration as well as to any portions of Additional Property which is hereafter subjected to this Declaration pursuant to Article II.

Section 1. Subdivision of Lot. No Lot shall be subdivided, or its boundary lines changed, except with the prior written approval of the Architectural Control Committee. Declarant, however, until such time as the last Lot is sold by the Declarant to an owner, hereby expressly reserves the right to replat any two (2) or more Lots in order to create a modified residential Lot or Lots, and to take such other steps as reasonably may be necessary to make such replatted Lot or Lots suitable as a building site or sites. All of the covenants and restrictions set forth herein shall apply to each such Lot, if any, so created. Any such division, boundary line change or replatted Lot shall not be in violation of the applicable County subdivision and zoning regulations.

Section 2. Approval of Plans. No residence, building, fence, wall, road, driveway, sidewalk, parking area, tennis court, swimming pool or other structure or improvement of any kind shall be erected, placed, altered, added to, modified, maintained or reconstructed on any Lot until the plans therefor, and for the proposed location thereof upon the Lot, shall have been approved in writing by the Architectural Control Committee. "Improvement" shall mean and include any improvement, change or modification of the appearance of a Lot from the state existing on the date of the conveyance of such Lot by Declarant to a Lot Owner. Before taking any action requiring approval under this Section, a Lot Owner shall submit to the Architectural Control Committee a

construction schedule and two (2) complete sets official plans and outline specifications, showing site plan (which site plan shall show driveways, patios, decks, accessory buildings, and all other components referenced in the first sentence of this Section), landscape layout, floor plans, exterior elevations and exterior materials, colors and finishes. Only Architectural/Dimensional shingles from a supplier approved by the Architectural Control Committee shall be used on any structure. Additionally, where applicable, all natural stone selection must be approved by the Architectural Control Committee. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written approval by the Architectural Control Committee. No alteration in the exterior appearance of any building, structure or other improvement shall be made without like approval by the Architectural Control Committee. Further, before beginning any construction, the name of the builder must be submitted to the Architectural Control Committee and approval by the Architectural Control Committee as to builders experience and ability to build houses or other structures of the class and type of those which are to be built in the Community must be granted. The Architectural Control Committee shall act in accordance with Article IV, Section 4 upon receipt of such information to approve or disapprove the same. Neither the Architectural Control Committee, nor any person or party to whom the Architectural Control Committee shall assign such function, shall be responsible or liable in any way for the performance of any builder or for any defects in any plans or specifications approved in accordance with the foregoing, nor for any structural defects in any work done according to such plans and specifications. The Architectural Control Committee may refuse approval of plans, siting or specifications upon any ground, including purely aesthetic considerations, which in its sole discretion it shall deem sufficient. Approval of any one series of improvements hereunder shall not waive the Architectural Control Committee's rights to disapprove subsequent improvements to the same Lot.

Section 3. Access to Other Lots. No lot shall be used for access to other property without the express written permission of the Architectural Control Committee or Declarant.

Section 4. Building Location. As to the homes to be constructed on the single family detached Lots, without the express written permission of the Architectural Control Committee, no building shall be erected on any Lot closer than 35 feet from the property front lines, and the principal dwelling no closer than 10 feet from a side lot line, garage turn-arounds (side entry) must be a minimum of 27 feet wide and at least 3 feet off of the property line and 20 feet from the rear lot line. The Architectural Control Committee reserves the right to control solely and absolutely the precise site and location of any proposed house, attached or detached, dwelling, building, or other structure or improvement upon all Lots. Such location shall be determined, however, only after reasonable opportunity is afforded the Lot Owner to request a specific site. No improvements shall be placed or erected within any such building setback area required by the Architectural Control Committee or designated on plat of subdivision.

Section 5. Garages. Carports should be side-entry if appropriate. Selected lots may require front-entry and must have two single carriage doors with appropriate front elevation level of detail. Whenever a garage faces a street such as on a corner lot, two carriage doors are required

with an appropriate front elevation level of detail. Side-entry garages should be appropriately detailed with stone jack arches.

Section 6. Attachment of Utilities. No permanent utility connections shall be made to any dwelling or other structure by any utility, public or private, until the Architectural Control Committee has verified general compliance with these covenants and restrictions and with the plans and specifications therefor submitted pursuant to section 2 above and approved said utility connections in writing. Each Lot, parcel of land, residence, building or other structure on said property, when required to be served by a utility, must be served by a water system and other utilities approved by the Architectural Control Committee.

Section 7. Architectural Standards. All site work, landscaping, structures, improvements and other items placed on a Lot or Common Area in a manner or location visible from outside of existing structures ("Improvements") are subject to standards for design, landscaping, and aesthetics provided in the Architectural Standards for Meadowcrest dated as of the date hereof, prepared by Declarant, as the same may be revised by the Declarant or the Association from time to time (the "Architectural Standards"), which Association Standards are incorporated herein and made a part hereof by reference. The Architectural Standards are available at the office of the Association. The requirements set forth in the Architectural Standards are in no way to be construed as limiting the exercise of the Architectural Control Committee's discretion pursuant to this Declaration, including Sections 2 and 4 of this Article V, as set forth above. All modifications must be submitted and approved. Owners may request in writing to the Architectural Control Committee a waiver of the Architectural Standards. The Architectural Control Committee may under reasonable circumstances grant such a request where the resulting appearance of the Lot is likely to preserve the overall appearance, scheme, and design of the Community. The Architectural Standards contain general provisions applicable to all of the Community. The Architectural Standards are intended to provide guidance to Owners and contractors. The Architectural Standards are not the exclusive basis for the Architectural Control Committee's decision, and compliance with the Architectural Standards does not guarantee approval. The Architectural Control Committee shall make the Architectural Standards available to Owners and their contractors upon request. In the Declarant's discretion, such Architectural Standards may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

Section 8. Right of inspection. The Architectural Control Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and improvement thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any improvement or the use of any Lot or improvement is in compliance with the provisions of this Declaration; and the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

Section 9. Violation. If any improvement shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall be entitled and empowered to enjoin or remove any such construction, lien the violating Lot, and take any other action permitted by the By-Laws of the Association. Any costs and expenses incurred by the Architectural Control Committee in enjoining and removing any construction or improvements shall become a lien against the Owner's Lot in accordance with Article VIII. Additionally, the Architectural Control Committee shall be entitled to pursue all legal and equitable remedies.

Section 10. Fees. The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 7 hereof, which such fee will be paid out of regular or special assessments established per Article V hereof. The fee shall be established from time to time by the Architectural Control Committee.

Section 11. Completion of Construction. The exterior of all residences and other structures must be completed within six (6) months after commencement of any construction and the landscaping on such Lots must be completed within ninety (90) days thereafter, except, in each case, where in the sole discretion of the Architectural Control Committee such completion is not possible or would result in greater hardship to the Owner or builder due to strike, fire, national emergency or natural calamity. With the exception of natural or undisturbed areas all yards must be sodded and sprinklers are required on sodded areas.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

Section 1. Residential Use. All Lots shall be used for single-family residential purposes exclusively. No house, structure or other improvement shall be erected, altered, placed, maintained or permitted to remain on any Lot other than one (1) detached single-family dwelling. No business or business activity shall be carried on or upon any Lot at any time except with the written approval of the Architectural Control Committee. Nothing contained herein shall prohibit Declarant from using any Lot owned by Declarant for the purpose of carrying on business related to the development and management of the Community.

Section 2. Signs. No signs shall be erected, placed or maintained on any Lot, except "for sale" signs or as may be required by legal proceedings. Nothing herein shall be construed, however, to prevent Declarant from erecting, placing or maintaining upon any Lot, or permitting the erection, placing or maintaining upon any Lot by builders or residents, of such signs as Declarant may deem necessary or desirable during the period of the development, construction

and sale of the Lots and residences constructed, thereon. Also, the provisions of this Section shall not apply to any mortgagee who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or deed to secure debt or as transferee pursuant to any proceeding in lieu thereof.

Section 3. Mail Boxes. Property Identification Markers and Decorative Hardware. The Architectural Control Committee shall have the right to approve the location of all mailboxes. Where applicable, all mailboxes shall match, in style and shape as approved, by the Architectural Control Committee. If a replacement mailbox is needed, it shall be identical to the mailbox it is replacing and shall be approved, in writing, by the Architectural Control Committee.

Section 4. Garbage Cans, Woodpiles, etc. All garbage cans, woodpiles, etc. shall be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Community. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Only the garbage collection company selected by the Association shall be allowed to collect garbage in the development. No others shall be permitted to serve homes in the development.

Section 5. Prohibited Structures. No mobile home, house trailer, factory or manufacturer assembled homes, modular homes, tent, shack, barn or other outbuilding or structure (except accessory buildings otherwise permitted hereunder) shall be placed on any Lot at any time, either temporarily or permanently; provided, however, house trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of residences or as one or more real estate sales offices of Declarant for the sale of property.

Section 6. Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable number, provided that said pets are not kept, bred or maintained for any commercial purpose, are not permitted to roam free, and in the sole discretion of the Board of Directors, do not endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots or the owner or any property located adjacent to the Community. Dogs which are household pets shall at all times, whenever they are outside a dwelling, be confined within a pen or on a leash. Dog house exterior colors and materials must relate to the exterior of the house. The structure should be screened from any view from surrounding roads, and be discreetly located so as to not cause a nuisance to neighbors. No exterior pens, dog runs, or any similar method of controlling household pets shall be erected or maintained on any Lot unless approved in writing, by the Board of Directors.

Section 7. Incapacitated Motor Vehicles. No automobile or motor driven vehicle may be left upon any Lot for a period longer than five (5) days in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and must be removed from the Community. Any towed vehicle, boat, motor home or mobile home regularly stored upon

any Lot, or temporarily kept thereon for periods longer than twenty-four (24) hours each, shall be considered a nuisance and must be removed from the Community. The foregoing, however, does not apply to such boats or other vehicles, whether motor-driven or towed, as are stored wholly within a private garage. No commercial vehicles may be parked, stored or temporarily kept within the Community, unless such vehicles are stored wholly within private garages, are within the Community temporarily to service existing improvements or are used in connection with construction of improvements within the Community.

Section 8. Nuisance. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of buildings or grounds on his or her Lot or Lots. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot 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 Lot that will emit foul or obnoxious odors 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 Lot, nor shall anything be done thereon lending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of 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 property in the neighborhood by the Owners thereof.

Section 9. Unsightly or Unkempt Conditions. 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 in any part of the Community.

Section 10. Antennas. No Owner shall erect, use, or maintain any outdoor antenna or other device for the transmission or reception of radio signals, or any form of electromagnetic radiation, whether attached to a building or structure or otherwise, without the prior written consent of the Architectural Control Committee; provided, however, no such approval shall be necessary to install: (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite and high speed satellite internet services, that are one meter or less in diameter; or (b) antennas designed to receive video programming services via multi-point distribution services that are one meter or less diameter or diagonal measurement; Owners shall install any permitted antenna on the rear of the dwelling unless an acceptable quality signal cannot otherwise be obtained. All permitted antennas shall be physically placed on the house only and no permitted antennas shall be placed on poles placed anywhere on the property. Provided, however, Declarant and the Association shall have the right to erect and maintain such devices or authorize the erection and maintenance of such devices. Each owner acknowledges that this provision benefits all Owners.

Section 11. Firearms and Weaponry. The use of firearms and weaponry in the Community is prohibited. The term "firearms" includes, without limitation, B-B guns, "paint-ball" guns, pellet guns and archery equipment.

Section 12. Air-Conditioning Units. No window air conditioning units may be installed.

Section 13. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags and similar items must be approved in writing by the Association.

Section 14. Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

Section 15. Entry Features. Owners shall not alter, remove or add improvements to any entry features erected by the Declarant or the Association on any Lot, or any part of any easement area associated therewith, without prior approval of the Association.

Section 16. Window Treatments. In order to maintain the Community-Wide Standard, no flags, signs or other non-traditional window treatments shall be used which are visible from the exterior of any residential structure.

Section 17. Front Porches. In order to maintain the Community-Wide Standard, all furniture placed on front porches of any residential structure shall be traditional outside porch furniture. Non-complying furniture includes, but is not limited to, furniture designed to be housed inside a dwelling, small appliances such as refrigerators, temporary furniture such as cardboard boxes. The Architectural Control Committee reserves the right to remove any furniture, which in the ARC's sole discretion, does not meet the criteria set forth herein, in accordance with the provisions contained herein in this Declaration.

Section 18 Rules and Regulations. Reasonable rules and regulations concerning the use of the Lots may be adopted, promulgated, revoked, made and amended from time to time by the Board of Directors. Copies of such rules and regulations and amendments thereto shall be furnished by the Board of Directors to all Owners. Such rules and regulations shall be binding upon the Owners and Occupants of Lots until and unless any such rule or regulation is specifically overruled and cancelled in a regular or special meeting of the Association by the vote of Owners holding a majority of the total votes in the Association. As provided by Articles IV and VIII hereof, the Association may impose fines for violations of any such rules and regulations as are determined by the Board of Directors.

ARTICLE VII

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section I. Membership. Every Owner of a Lot in the Community shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. Membership shall be appurtenant to the Lot to which it appertains and shall be transferred automatically. Notwithstanding the above, each Lot shall be entitled to one (1) vote in the Association.

Section 2. Amplification. The provisions of this Article are to be amplified by the Articles of Incorporation and By-Laws of the Association provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners of Lots as set forth herein. In the event of any conflict or inconsistencies among this Declaration, the Articles of Incorporation or the By-Laws of the Association, this Declaration and the Articles of Incorporation (in that order) shall prevail.

ARTICLE VIII

ASSESSMENTS

Assessments against the Lot Owners shall be made to raise funds to pay the common expenses of the Property, and contribute a pro rata share of the maintenance of the common areas of the Community and shall be governed by the following provisions:

- (a) Liability. Each Lot Owner shall be liable to the Association for all sums as are lawfully assessed by the Association against him or his Lot or Lots in accordance with the terms and provisions of this Declaration and the Articles of Incorporation and By-Laws. In addition to exercising the remedies provided for herein, the Association may enforce such liability by an action at law to recover all amounts assessed against each unit owner in accordance with the provisions of this Declaration.
- (b) Creation of the Lien and Personal Obligation for Assessment. Each owner of any Lot by acceptance of a deed or other conveyance thereof, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association assessment which shall be fixed, established, and collected as herein provided; however, nothing contained herein shall be construed to obligate Declarant to pay assessments on Lots prior to the sale of said Lots.
- (c) Uniform Rate of Assessment. All annual assessments shall be fixed at a uniform rate for all Lots except as follows:
  - (i) Any common expenses occasioned benefitting less than all of the Lots, may be specially assessed equitably among all of the Lots so benefitted, as determined by the Board; and



- (ii) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots may be, specially assessed against the Lot or Lots, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses; and
- (iii) Any common expenses significantly disproportionately benefitting all of the Lots should be assessed equitably among all of the Lots in the Community as determined by the Board;
- (iv) Reasonable fines as may be imposed in accordance with the terms of this Declaration and By-Laws; and
- (v) Lots owned by Declarant shall not be assessed prior to Declarant's sale of said Lots to third parties.

Nothing contained herein shall permit the Association to specially or disproportionately allocate common expenses for periodic maintenance, repair and replacement of any portion of the common area or the Lots which the Association has the obligation to maintain, repair, or replace.

(d) Purpose. Assessments shall be levied against the Lot owners and the Lots to defray the common expenses of the Property. The common expenses of the Property shall be all of the expenditures which are made or incurred by or on behalf of the Association in connection with the exercise of its powers and responsibilities, and shall include, but not be limited to, the following:

- (i) the management fee, if any, and expenses of administration of the Association;
- (ii) the expense of performing the maintenance and any necessary restoration or repair of roadway landscaping, entrance landscaping, and landscaping of traffic islands, common area fencing, gates, entrance gates, community lighting, and common area irrigation;
- (iii) common utility bills and charges for other common services, including but not limited to water and power;
- (iv) premiums for all insurance policies maintained by the Association;
- (v) the expenses of performing the maintenance, repair, renovation, restoration and replacement work which is the responsibility of the Association hereunder;
- (vi) such other costs and expenses as may be determined from time to time by the Board of Directors to be common expenses; and

- (vii) the creation and maintenance of such reserve funds as are required to be maintained by the Association under Article VIII herein, and such other reserve funds as the Board of Directors shall determine, including but not limited to a reserve for repairs and maintenance;
  - (viii) if the Declarant or Association so elect, the mowing by the Association of all landscaped grass areas located in the submitted property. Each Lot Owner and his or her successors in interest expressly consent to a reasonable fee to be Assessed by the Association to cover the costs of same;
  - (ix) maintenance and utility costs for operation of street lights located in the submitted property. Each Lot Owner and his or her successors in interest expressly consent to a reasonable fee to be Assessed by the Association to cover the costs of same; and
  - (x) a separate water bill as relating to water use for said Lot for lawn and landscaping irrigation purposes.
- (e) Budget, Payment Dates. No less than thirty (30) days prior to the commencement of each fiscal year of the Association, the Board of Directors shall adopt a budget for the succeeding fiscal year, which budget (i) shall estimate the amount of common expenses which are anticipated to be incurred during such year, and (ii) shall make provision for an adequate reserve fund for maintenance, repair and replacement of those portions of the common elements that must be replaced on a periodic basis. Prior to the commencement of such fiscal year, the Board of Directors shall furnish a copy of such budget to each Lot Owner, together with a written statement of the amount of such common expenses which shall be assessed against such-Lot Owner for such fiscal year. Unless otherwise determined by the Board of Directors, such assessment shall be due on January 1 of each year. The Board of Directors shall be authorized to prorate the annual assessment into twelve monthly or four quarterly installments. In addition, any fees, charges, and other amounts payable by any Lot Owner to the Association shall be added to and shall, unless paid at the time the same are incurred or at some other time determined by the Board of Directors, be due and payable as part of the installment of the assessment next coming due.
- (f) Special Assessments. If for any reason, including nonpayment of any Lot Owner's assessments, an annual budget adopted by the Board of Directors for any fiscal year proves inadequate to defray the common expenses for such fiscal year, the Board of Directors may, at any time, levy a special assessment to raise the additional funds necessary to defray such common expenses, which special assessment shall be due and payable at such time and in such installments as the Board of Directors shall determine. Additionally, the Board of Directors shall be authorized to levy special assessments under the circumstances described in this Declaration.

(g) Special Assessments for Critical Improvements. In addition to the assessments which shall be levied against the Lot Owners, the Board of Directors shall be authorized, upon the affirmative vote of 75% of the Lot Owners entitled to cast votes, to levy a special assessment for the purpose of defraying, in whole or in part, the costs of any capital improvements to be made upon the common elements or for the costs of making repairs or replacements which are not provided for in the current budget of the Association. Any such special assessments for the capital improvements and repairs shall be payable at such time and in such installments as the Board of Directors shall determine.

(h) Collection. In addition to all other remedies provided by law, the Association may enforce collection of the assessments of which a Lot Owner is liable, together with all other amounts as may be owed by such Lot Owner to the Association, as hereinafter provided.

(ii) In the event that any lot Owner shall fail to pay any installment of any assessment levied against him within ten (10) days after such installment shall be due and payable and within five (5) days after written notice is mailed to the Lot Owner, the entire unpaid balance of such assessment for the remainder of the fiscal year may, at the option of the Board of Directors, be accelerated and be declared immediately due and payable in full, without notice to such Lot Owner:

(iii) In the event that any Lot Owner shall fail to pay within five (5) days after the same shall be due, any amounts due and payable to the Association, such Lot Owner shall be liable for the payment of, and shall pay, in addition to the amounts so due the Association:

(a) A late charge equal to Ten (\$10.00) Dollars or ten (10%) percent of the amount so due, whichever is the greater:

(b) Interest on the amount so due and the aforesaid late charge appertaining thereto, from the date same were due and payable, at the rate of ten (10%) percent per annum until paid; and

(c) the cost of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees actually incurred; and

(d) in the event the Association shall seek to foreclose its lien on the Lot of such owner, the fair rental value of the Lot from the time of the institution of suit until sale of the unit at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).

(iv) All sums lawfully assessed by the Association against any Lot, whether for the share of the common expenses pertaining to that Lot, fines, or otherwise and all

reasonable charges made to any Lot Owner or Lot for material furnished or services rendered by the Association at the Owner's request to or on behalf of the Lot Owner or Lot, shall from the time the sums become due and payable, be the personal obligation of the Lot Owner and constitute a lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except:

- (a) Liens for ad valorem taxes on the Lot;
- (b) The lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the Declaration; or
- (c) The lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee of the mortgage is the seller of the Lot.

The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien for assessment shall be required.

(v) The rights of a Lot Owner and all persons entitled to occupy the Lot of such owner, to use the common elements shall be suspended for the period of time any amount due and owing to the Association in regard to any Lot owned by such owner shall remain unpaid; provided, however, that no such suspension shall deny any Lot Owner, or the occupants of any Lot, access to the Lot owned or occupied, nor cause any hazardous or unsanitary condition to exist.

(i) Fee for Statements of Amounts Due. The Association may require the payment of a fee, not to exceed Ten (\$10.00) Dollars as a prerequisite to its issuance of any statement pursuant to this Declaration.

(j) Initiation Fee. Each Lot Owner, excluding Declarant, upon acceptance of a deed shall pay to the Association Seven Hundred Fifty Dollars (\$ 750.00) as an initiation fee to be collected at the first closing and sale of any Lot to any Owner; provided, however, that if the first sale is to a builder who intends to build the residence for resale, builder shall not be required to pay an initiation fee so long as builder does not reside in the home, but upon acceptance of a deed from the builder, the Owner shall pay such initiation fee.

ARTICLE IX

INSURANCE

Insurance (other than title insurance) which shall be obtained by the Association shall be governed by the following provisions:

(a) Types of Insurance. The Association shall obtain and maintain the following insurance policies:

(i) A multi-peril casualty insurance policy covering the common elements, providing as a minimum, fire and extended coverage, vandalism and malicious mischief, on a replacement cost basis in an amount not less than 100% of the full replacement cost of the common elements within the Community. The name of the insured under such casualty insurance policy shall be stated as follows: "Meadowcrest Property Owners Association, Inc., for the use and benefit of the individual Lot Owners in Meadowcrest, Putnam County Georgia". The amount of coverage of such casualty insurance policy shall be readjusted by reappraisal or reevaluation of the insured property, not less frequently than once every five years. Such casualty insurance policy shall contain the standard mortgagee clause which shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interest may appear.

(ii) A comprehensive policy of public liability insurance covering all of the common elements. Such liability insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of the negligent acts of the Association or other Lot Owners. Such liability insurance policy shall cover the Association, the Board of Directors, the officers of the Association, all agents and employees of the Association, and all unit owners and other persons entitled to occupy any Lot or other portion of the Property, shall be for at least \$500,000.00 for injury including death to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence and \$50,000.00 for property damage, with a cross liability endorsement to cover the Lot Owners as a group and shall include protection for damage to the property of others.

(iii) Such other insurance policies as the Board of Directors shall deem desirable for the benefit of the Association, its Officers and Directors or the Lot Owners.

(b) Minimum Qualifications of Insurance Carriers. Each policy of insurance which the Association is required to maintain under the provisions of this Declaration shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class A:VI or better and which is licensed to transact business within the State of Georgia.

(c) Minimum Qualifications of Insurance Carriers. All policies of insurance which the Association is required to maintain under the provisions of this Declaration shall (a) not allow contributions or assessments to be made against the owner of any Lot, or the holder of any mortgage upon any Lot, (b) not allow loss payments to be contingent upon any action by the insurance carrier's board of directors, policyholders, or members, (c) not include any limiting clauses (other than insurance conditions) which could prevent any

Lot Owner or the holder of any mortgage upon any unit from collecting insurance proceeds, and (d) contain or have attached a mortgage clause which provides that the insurance carrier shall notify in writing all holders of first lien mortgages on any of the units at least ten (10) days in advance of the effective date of any reduction in, cancellation or non-renewal of such policies.

In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Association be affected or diminished by insurance purchased by individual Lot owners or mortgagees, and no Lot Owner shall be entitled to exercise his right to maintain any additional insurance coverage in such a way as to decrease the amount which it may have in force on the Property at any particular time.

(d) Proceeds on Account of Damage to Common Elements. Insurance proceeds which shall be paid on account of damages to or destruction of any portion of the common elements shall be held by the Association in a construction fund which shall be used for the purpose of repairing, reconstruction or rebuilding the portion of such common elements so damaged or destroyed, as provided in this Declaration. If it shall be determined in accordance with the provisions of this Declaration not to repair, reconstruct or rebuild the portion of the common elements so damaged or destroyed, then the insurance proceeds paid on account of the occurrence of such damage or destruction to such portion of common elements shall first be used to clean up and landscape the common elements as necessary in view of the fact that such part of the common elements is not to be repaired, reconstructed or rebuilt, and the remaining insurance proceeds shall be disbursed to the Lot Owners proportionately, such disbursement to be made payable jointly to the Lot owners and their mortgagees. Notwithstanding anything contained in this Declaration, the Articles of Incorporation, or the Bylaws which may be construed to the contrary, in no event shall any insurance proceeds paid to the Association on account of the occurrence of any fire or other casualty be deemed to be common profits.

(e) Notwithstanding any provision above pertaining to Insurance, this section may be amended by the Declarant or Association from time to time to allow for: any requirements of the Government of Putnam County, Georgia; of the State of Georgia; for the addition of additional property under this Declaration or as to comply with the requirements of Fannie Mae.

ARTICLE X

DAMAGE TO OR DESTRUCTION OF COMMON ELEMENTS

Repair, reconstruction or rebuilding of the common elements following damage or destruction to all or any portion of the common elements shall be governed by the following provisions:

- (a) Estimates of the cost of repair. As soon as practicable following the occurrence of any damage to, or destruction of any portion of the common elements, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring such portion of the common elements so damaged or destroyed to substantially the same condition as such portion of the common elements were in prior to the occurrence of such damage and destruction and shall proceed with the filing and adjustment of all claims arising under insurance maintained by the Association as a result of damage or destruction.
  
- (b) Determination to Repair, Reconstruct, Rebuild. Any damage to, or destruction of the common elements will be repaired, reconstructed, or rebuilt unless the owners of the Lots to which 75% of the votes in the Association are allocated shall determine within 45 days after the occurrence of the casualty not to repair, reconstruct, or rebuild the same.
  
- (c) Manner of Repair, Reconstruction, or Rebuilding. All repairs, reconstruction, or rebuilding to be made as a result of damage by fire or other casualty shall be made in accordance with the following provisions:
  - (i) The damage shall be repaired, reconstructed, or rebuilt substantially in accordance with the plans and specifications for such damaged property prior to the occurrence of such damage;
  
  - (ii) All of the work of repairing, reconstruction, or rebuilding any portion of the common elements, the damage to or destruction of which cause the payments of insurance benefits under insurance policies maintained by the Association, shall be performed under the supervision of the Board of Directors which, in discharging such supervisory responsibility, shall be authorized to employ such building supervisors and architects as the Board of Directors shall deem to be in the best interest of the Association.
  
- (d) Cost of Repairs, Reconstructing, and Rebuilding The cost of repairing, reconstructing, or rebuilding any portion of the common elements which shall be damaged or destroyed shall be paid with any insurance proceeds which shall be paid to the Association on account of such damage or destruction. If such insurance proceeds are not sufficient to defray such cost of repair, reconstruction, or rebuilding, then the Board of Directors may levy a special assessment against all of the Lot Owners and Lots to raise the excess funds necessary to defray such cost.

ARTICLE XI

GENERAL PROVISIONS

Section I. Easements for Architectural Control Committee. There is hereby created in favor of the Architectural Control Committee, its members, agents, employees and any

management company retained by the Architectural Control Committee, an easement to enter in or to cross over the Lots to inspect and to perform the duties of maintenance and repair of the Lots, as provided for herein.

Section 2. Easements for Declarant. Declarant hereby reserves for himself, his successors and assigns, agents, employees, contractors and sub-contractors, the following easements and rights-of-way in, on, over, under and through any part of the Community as well as in, on, over, under and through any part of the Additional Property for so long as Declarant owns any Lot primarily for the purpose of sale or so long as Declarant retains the right to submit the Additional Property to the Provisions of this Declaration pursuant to Article II hereof, whichever is longer:

- (a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community amenities, television cables and other utilities;
- (b) For the construction of improvements on the Lots;
- (c) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;
- (d) For use as sales offices, model lots and parking spaces in connection with his efforts to market Lots; and
- (e) For the maintenance of such other facilities and reasonably required, convenient or incidental to the completion, improvement and sale of Lots.

Section 3. Easement for the Association. There is hereby created in favor of the Association, its Board of Directors, its members, agents, employees and contractors, an easement to enter upon, enter in, or cross over the Lots for the purpose of exercising any right or providing any maintenance required by the Association in this Declaration.

Section 4. Enforcement. The Architectural Control Committee, the Association, or any Owner, including Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Duration. The Provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run and bind the land so long as permitted by such law and such provisions may be renewed or extended in whole or in part beyond



the initial period permitted by such law for successive periods not to exceed the period permitted by such law provided such renewal or extension is approved by at least eighty percent (80%) of the Lot Owners. Every Purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 6. Rights of Mortgages. In addition to the rights elsewhere provided, each mortgagee of a Lot, or purchaser or insurer of a mortgage on any Lot subject to this Declaration, including Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veteran Administration and the Federal Housing Administration shall (a) be entitled to written notice from the Association of any default by an owner in the performance of his obligations under the Declaration which is not cured within 30 days; (b) be entitled to attend and observe all meetings of Owners, but not meetings of the Association's Board of Directors; (c) be furnished copies of annual financial reports made to the owners; (d) be entitled to inspect current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, books, records and financial statements of the Association during normal business hours; (e) be entitled to written notice from the Association of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (f) be entitled to written notice from the Association of any condemnation or casualty loss that affects a material portion of the Community or the Lot securing its mortgage and (g) be entitled to written notice of any proposed action which would require the consent of a specified percentage of mortgagees; provided, however, that such mortgagee or purchaser or insurer of such mortgage shall first file with the Association a written request that such notices be sent to a named agent or representative of the mortgagee at an address stated in such notice.

Section 7. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict herewith, (ii) if such amendment is necessary to enable any reputable title insurance companies to issue title insurance coverage with respect to the Lots subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or Purchaser to make or purchase mortgage loans on the Lots subject to this Declaration, or (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration. Notwithstanding anything to the contrary herein, it is expressly provided that any amendment which adversely affects the title to any Lot must be approved by the Owner of such Lot in writing.

All amendments other than those specified hereinabove shall be adopted as follows:

- (i) At least seventy-five (75%) percent of the lot owners shall be necessary to amend this declaration. Notwithstanding anything to the contrary herein, it is expressly provided that

any amendment which adversely affects the title to any Lot must be approved by the Owner of such, in writing.

- (ii) The proposed amendment may be proposed by either the Lot Owners or Declarant. The Declarant, or the Association may call a meeting of the Lot Owners to consider such an amendment and shall be required to call such a meeting upon a petition signed by at least twenty- five (25%) percent of the Lot Owners. If a meeting of the Lot Owners is called to consider such an amendment, the time within which and the manner by which notice of such a meeting shall be given, the authorized use of proxies and the quorum required for the transaction of business at such meeting shall correspond to the requirements for meetings of the association.
- (iii) The consent of the Lot Owners required to approve said amendments shall be obtained by affirmative vote, written consent, or a combination thereof. A meeting of the Lot Owners shall not be required in the event that the requisite approval of the Lot owners is obtained by written consent. The required consent of Declaration shall be in writing.
- (iv) For so long as Declarant has authority to appoint and remove Directors and Officers of the Association, such amendment must be consented to in writing by the Declarant.

No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage affecting any Lot unless such holder shall consent thereto in writing. The written consent thereto of any mortgage holder affected thereby shall be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section. No amendment shall become effective until filed with the Clerk of the Superior Court of Putnam County, Georgia.

Section 8. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be extended or enlarged by implication as to make them fully effective.

Section 9. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 10. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration 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



Ms. Lisa Jackson, Director of Planning and Development  
Putnam Co Planning and Development  
117 Putnam Drive Suite B  
Eatonton, Ga 31024

5-26-22

**Re: PRELIMINARY PLAT Meadowcrest Subdivision Phase II**

Sage St & Old Phoenix Rd  
Eatonton, Ga.

Lisa,

As I mentioned a few weeks ago, we are ready to move forward with Phase II of Meadowcrest.

Pursuant to Section 28-50, I am submitting the information required.

I am submitting a copy of the preliminary plat which shows the Phase II Lots. This Phase II portion of Meadowcrest seeks to continue the theme of 1800 sf Craftsman homes on roughly .69 acre lots. None of the lot layouts have changed from what was presented in our original Phase I plat for the entire subdivision.

All the infrastructure (grading, grassing, storm drainage, water system and detention ponds) is in.

We will need to pave the roads in Phase II. Some of the rock base was installed back in 2008. We do plan to dedicate the roads to Putnam County within the guidelines set forth in the ordinance, There has been no mud whatsoever in the development since we started it back. We have submitted for an NOI for the work needed to pave the road.

I am submitting what I have for you to hopefully give me some feedback on what I need to get the formal submittal in and get on the county's calendar.

I realize I will need a road bond for Phase II as well as a deed to turnover the roads in Phase I and II.

I would appreciate a phone call (770-855-4001) or email reply at your earliest convenience

Thanks in advance

  
Kevin Price 770-855-4001 cell



# MEADOW CREST SUBDIVISION

## PRELIMINARY SUBDIVISION PLAT

### NOT FOR RECORDING

### PHASE TWO

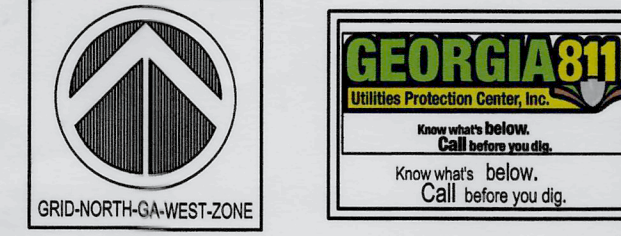
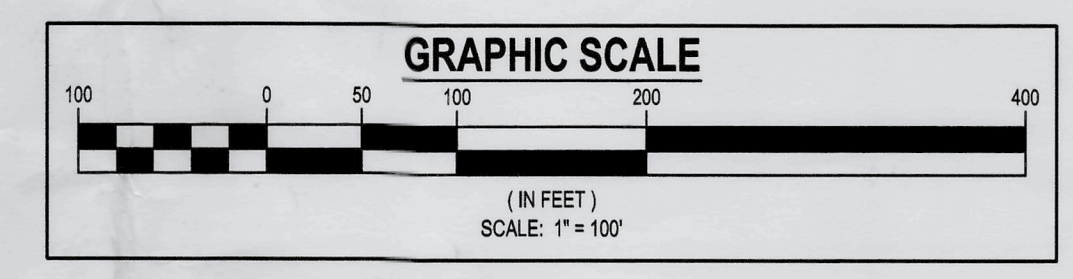
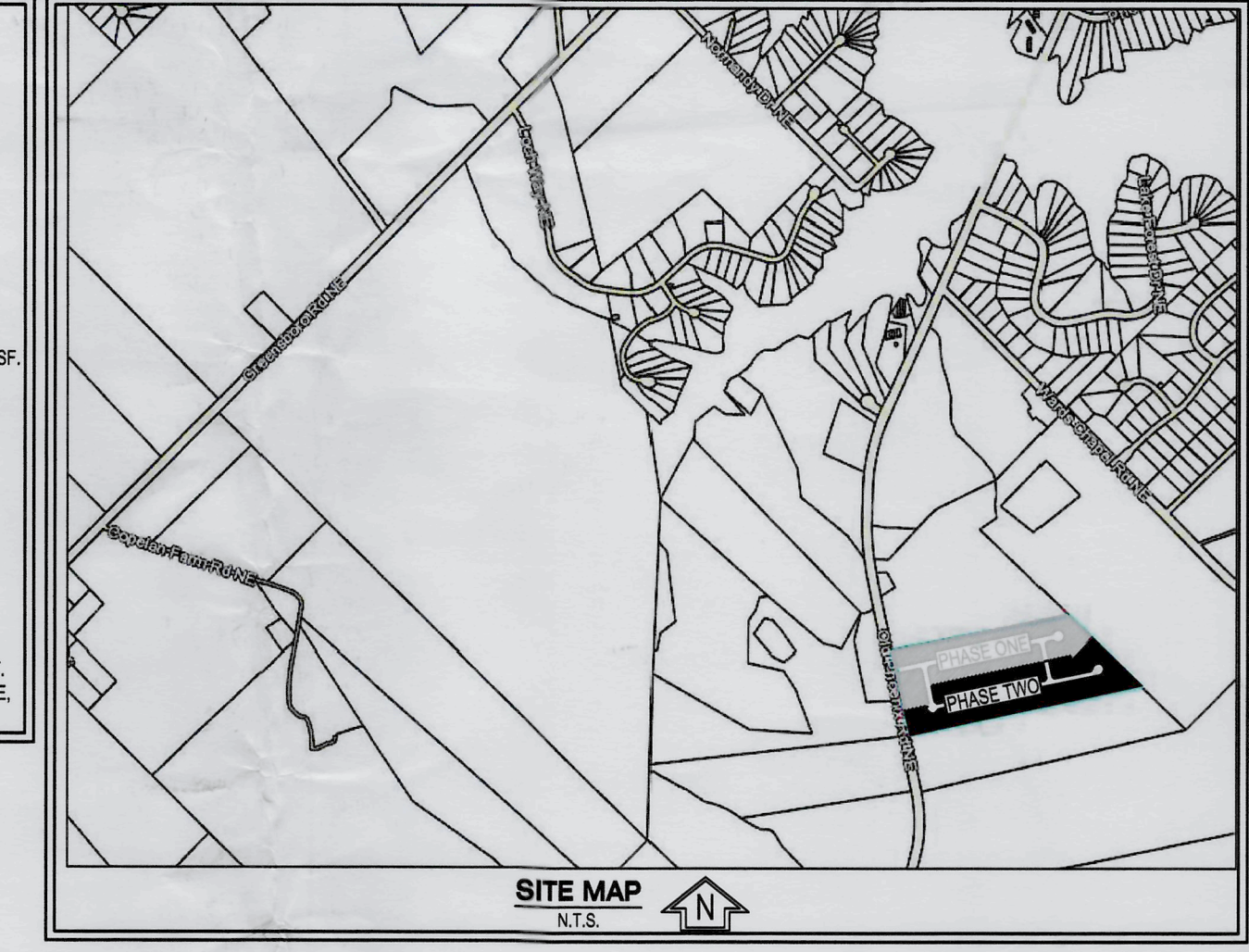
### LOTS 15-28 & 39-45

### 21.456 ACRES

AUTHORIZED THE SURVEY & DEVELOPER & 24 HOUR CONTACT

KEVIN FRICKE  
2500 DANIELS BRIDGE ROAD  
BUILDING 100 2ND FLOOR  
ATHENS, GA 30606  
PHONE: (770) 855-4001

**ZONING NOTES:**  
THE CURRENT ZONING CLASSIFICATION IS R-1  
SOURCE OF ZONING INFORMATION:  
PUTNAM COUNTY CODE OF ORDINANCE  
ADOPTED MAY 4, 2001  
(https://library.municode.com/ga/putnam\_county)  
CHAPTER 66-ZONING, ARTICLE 1-ZONING DISTRICTS  
SEC. (66-01-06-02)  
A. MINIMUM LOT SIZE (PUBLIC WELL & SEPTIC SYSTEM-OFF LAKE LOT): 30,000 SF.  
B. MINIMUM ROAD FRONTAGE: 90 FEET (40 FEET ON CURVE-34').  
C. MINIMUM LOT WIDTH AT THE BUILDING SETBACK LINE: 100 FEET.  
D. MAXIMUM LOT COVERAGE BY BUILDINGS: 35 PERCENT.  
E. MINIMUM SETBACK REQUIREMENTS ARE AS FOLLOWS:  
FRONT SETBACK: 30 FEET.  
SIDE SETBACK: 20 FEET.  
REAR SETBACK: 20 FEET.  
F. MAXIMUM HEIGHT OF STRUCTURES: THREE STORIES.  
G. MINIMUM HEATED FLOOR AREA:  
1,200 SF SITE-BUILT, MODULAR.  
1,000 SF MANUFACTURED.  
H. MINIMUM OFF-STREET PARKING: TWO SPACES PER DWELLING UNIT.  
I. ONLY ONE DWELLING UNIT PER LOT, EXCEPT FOR ONE FAMILY APARTMENT.  
J. ACCESSORY BUILDINGS: MAXIMUM TWO PER LOT, EXCLUDING ONE GARAGE, OR CARPORT AND ONE WELL-HOUSE.



CALLS ALONG PIEDMONT WATER COMPANY WATER SERVICE AGREEMENT, "WELL SITE", 0.196 ACRE (8,556.26 SF), DB 927, PG 418

COURSE	BEARING	DISTANCE
W1	.....	86.69'
W2	.....	94.04'
W3	.....	41.38'
W4	.....	25.41'
W5	R=45.00'	A=83.45'
W6	.....	76.75'

**SURVEYOR'S CERTIFICATION:**  
IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AS TO THE PROPERTY LINES AND ALL IMPROVEMENTS SHOWN THEREON, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 12,300 FEET AND AN ANGULAR ERROR OF 4.4" PER ANGLE POINT, AND WAS ADJUSTED USING USING CARLSON SURVNET LEAST SQUARES. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 3,383,544 FEET, AND CONTAINS A TOTAL OF 21.425 ACRES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS WERE A TOPCON PS103A TOTAL STATION AND A CHAMPIONS GPS/EGNS NETWORK. FIELD MEASUREMENTS WERE COMPLETED ON 04/27/2017.

By: *Brian Slate*  
REGISTERED GEORGIA LAND SURVEYOR  
GA RLS 2629  
REG. NO. 12/31/2022  
DATE OF EXPIRATION

**GENERAL NOTES:**  
**CURRENT LEGAL OWNER OF RECORD:**  
LIBERTY MARTS, LLC  
2500 DANIELS BRIDGE ROAD  
BUILDING 100 2ND FLOOR  
ATHENS, GA 30606  
PHONE: (770) 855-4001  
**TRANSACTION PURCHASE DATE:**  
NOVEMBER 28, 2005 (DB 528, PG 162)

**EASEMENTS ON PROPERTY:**  
a. GEORGIA POWER: (DB 388, PG 120)-FRONT(WEST) PROPERTY LINE  
b. DIXIE PIPELINE: SOUTH WEST CORNER OF PROPERTY

THERE ARE COVENANTS FOR THIS PROPERTY AND A RECORDED COPY WILL BE SUBMITTED IN THE PRELIMINARY PLOT SUBMITTAL FOR PH II.

TO THE BEST OF MY KNOWLEDGE, THERE ARE NO KNOWN BURIAL GROUNDS, HISTORICAL SITES, NOR NATURAL AREAS OF AESTHETIC BEAUTY OR INTEREST ON THIS PROPERTY.

THERE ARE EXISTING STRUCTURES ON THIS PROPERTY AS SHOWN HEREON.

THE PURPOSE OF THIS PLAT IS A PRELIMINARY SUBDIVISION PLAT OF MEADOW CREST SUBDIVISION PHASE ONE LOTS 1-14 AND 25-38. THIS IS A PORTION OF AN EXISTING TRACT KNOWN AS TAX MAP PARCEL 104-022-021, PUTNAM COUNTY, GEORGIA. THE SOURCE OF TITLE DESCRIPTION IS PER DB 528, PG 162 AND PG 254, PG 288A, APPROVED COPY. THE CURRENT OWNER, AS PER THE INDICATED TAX RECORDS IS LIBERTY MARTS, LLC. THE ADDRESS IS 3651 WARD HILL ROAD, STE 100, WATKINSVILLE, GEORGIA, 30677.

PHASE ONE CURVE DATA

COURSE	BEARING	DISTANCE
C1	R=25.00'	A=1.28'
C2	CB=N84°22'12"E	CD=11.67'
C3	R=45.00'	A=2.79'
C4	CB=N84°30'30"E	CD=14.18'
C5	R=45.00'	A=3.42'
C6	R=45.00'	A=4.16'
C7	CB=N75°30'00"W	CD=11.67'
C8	R=45.00'	A=3.42'
C9	CB=N75°30'00"W	CD=11.67'
C10	R=45.00'	A=3.42'
C11	R=45.00'	A=3.42'
C12	CB=N14°12'30"W	CD=11.67'
C13	R=45.00'	A=3.42'
C14	CB=N14°12'30"W	CD=11.67'

PHASE TWO CURVE DATA

COURSE	BEARING	DISTANCE
C16	R=25.00'	A=59.27'
C17	CB=N85°40'22"W	CD=35.38'
C18	R=45.00'	A=6.75'
C19	CB=N81°17'19"W	CD=46.10'
C20	R=45.00'	A=6.75'
C21	CB=N81°09'59"E	CD=15.58'
C22	R=25.00'	A=5.83'
C23	CB=N38°19'39"E	CD=5.82'
C24	R=40.00'	A=12.89'
C25	CB=N30°29'22"E	CD=40.91'
C26	R=25.00'	A=5.83'
C27	CB=N34°19'35"W	CD=35.38'
C28	R=25.00'	A=5.83'
C29	CB=N73°50'10"W	CD=21.07'
C30	R=25.00'	A=5.83'
C31	CB=N33°34'08"W	CD=21.07'



**SURVEY NOTES:**

- THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND THE BASED REFERENCE FRAME ON POSITIONAL VALUES FOR THE VERTICAL DATUM IS GEORGIA STATE PLANE WEST ZONE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83).
- THE VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, SUBJECT AND ADJACENT PROPERTY OWNERS' DEED AND PLAT REFERENCES WERE OBTAINED BY GEORGIA CIVIL, INC. AND ARE NOT GUARANTEED AS TO ACCURACY NOR COMPLETENESS.
- ALL DEED AND PLAT BOOK REFERENCES AS SHOWN HEREON ARE RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE OF PUTNAM COUNTY, GEORGIA.
- STRUCTURES VISIBLE ON THE DATE OF THE SURVEY ARE AS SHOWN HEREON. ALL LOCATIONS ARE ACCURATE ONLY WHERE DIMENSIONED.
- THERE ARE NO STATE WATERS ON THIS PROPERTY.
- THIS PROPERTY IS LOCATED IN ZONE "X" AND IS NOT SHOWN TO BE LOCATED WITHIN THE LIMITS OF A SPECIAL FLOOD HAZARD AREA, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NO. 13237C0075C, EFFECTIVE DATE: 09/26/2008. THIS STATEMENT IS BASED ON GRAPHICALLY LOCATING THE SUBJECT PROPERTY ON SAID MAP. NO ADDITIONAL FIELD WORK HAS BEEN COMPLETED TO VERIFY THIS INFORMATION.
- THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
- THE TERM "CERTIFICATION" AS USED IN RULE "180-6-.09(2) AND (3)" AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DEFINED IN O.C.G.A. 43-15-2(6) AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED.
- THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-8-87, IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.
- UTILITIES, AS SHOWN HEREON, ARE BASED ON ABOVE GROUND VISIBLE EVIDENCE ONLY. THE SURVEYOR DOES NOT WARRANT THE EXACT SIZE, TYPE, LOCATION, ACCURACY OR THOROUGHNESS OF THE INFORMATION CONCERNING THE ABOVE/UNDERGROUND UTILITIES AND STRUCTURES. NO GUARANTEE IS MADE THAT OTHER UTILITIES MAY EXIST ON THE SITE, THAT MAY NOT BE SHOWN.
- THE FIELD EQUIPMENT USED ON THIS SURVEY WAS A TOPCON PS103A AND A CHAMPIONS GPS/EGNS NETWORK. FIELD MEASUREMENTS WERE COMPLETED ON 04/27/2017.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 12,300 FEET, AND ANGULAR ERROR OF 4.4" PER ANGLE POINT AND WAS ADJUSTED USING CARLSON SURVNET LEAST SQUARES.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE WITHIN ONE FOOT IN 3,383,544 FEET.
- THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS OF RECORD.
- IN MY OPINION, THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
- THIS PLAT HAS BEEN COMPLETED FOR THE USE AND PURPOSE OF THE CLIENT ASCRIBED AND CONTACTED WITH HEREON. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE UPON THIS PLAT BY THIRD PARTIES.
- THE TOPOGRAPHICAL INFORMATION SHOWN HEREON, IS BASED ON FIELD SURVEYED DATA. ELEVATIONS SHOWN ARE BASED ON NAVD88 (COMPUTED USING GDA12A).
- THERE IS A PERMANENT 20' WIDE DRAINAGE EASEMENT TO BE CENTERED ON ALL PROPERTY LINES AND ALONG ALL AS-CONSTRUCTED STORM SEWER LINES.
- THIS SUBDIVISION IS SERVED BY COMMUNITY WELL AND SEWAGE DISPOSAL SYSTEMS.
- 1/2" REBAR SET ON ALL CORNERS UNLESS OTHERWISE NOTED.

**SANITARIAN CERTIFICATION:**  
I HEREBY CERTIFY THAT ALL OF THE PROPOSED LOTS OF THIS SUBDIVISION MEET THE REQUIREMENTS OF THE PUTNAM COUNTY HEALTH DEPARTMENT FOR SEPTIC TANKS.

SANITARIAN \_\_\_\_\_ DATE \_\_\_\_\_

**INFRASTRUCTURE CERTIFICATIONS:**  
**PUBLIC WORKS:**  
I HEREBY CERTIFY THAT THE CONSTRUCTION PLANS FOR ALL PROPOSED ROADS MEET THE REQUIREMENTS OF THE PUTNAM COUNTY DEVELOPMENT REGULATIONS.

DATE \_\_\_\_\_ PUBLIC WORKS DEVELOPER \_\_\_\_\_

**PRIVATE WATER SYSTEM BY PIEDMONT WATER:**  
I HEREBY CERTIFY THAT THE CONSTRUCTION PLANS FOR THE PROPOSED WATER SYSTEM MEET THE INSTALLATION REQUIREMENTS OF THIS DEPARTMENT.

Date *6/9/22* Piedmont Official *Brian Kuntz*

**OWNER'S CERTIFICATION:**  
STATE OF GEORGIA, PUTNAM COUNTY  
THE OWNER OF THIS LAND, AS SHOWN ON THIS PLAT, OR HIS AGENT, CERTIFIES THAT HE/SHE IS THE OWNER OF THE PROPERTY CONTAINED WITHIN THIS PLAT OR SITE DEVELOPMENT AND THAT THE PLAT OR SITE DEVELOPMENT WAS MADE FROM AN ACTUAL SURVEY, AND ACCURATELY PORTRAYS THE EXISTING LAND AND ITS FEATURES AND THE PROPOSED DEVELOPMENTS AND IMPROVEMENTS THERETO.

OWNER (OR AGENT) \_\_\_\_\_ DATE \_\_\_\_\_

**CERTIFICATION OF PRELIMINARY APPROVAL:**  
NOT FOR RECORDING  
I HEREBY CERTIFY THAT THIS (PRELIMINARY PLAT) (SITE DEVELOPMENT) WAS FOUND TO COMPLY WITH THE REQUIREMENTS OF ALL PUTNAM COUNTY ORDINANCES AND REGULATIONS AND CONDITIONS OF ZONING APPROVAL (IF ANY) APPLICABLE AT THE TIME OF THIS APPROVAL BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DEPARTMENT.

DIRECTOR, PLANNING AND DEVELOPMENT DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_

**LEGEND**

A = ARC LENGTH	○ = COMPUTED POINT
B.S.L. = BUILDING SETBACK LINE	○ = IRON PIN SET (1/2" REBAR)
BLDG. = BUILDING	○ = CONTROL POINT
CB = CHORD BEARING	○ = BRICK COLUMN
CD = CHORD DISTANCE	○ = IRON PIN FOUND
CMF = CORRUGATED METAL PIPE	○ = ELECTRIC METER
DB = DEED BOOK	○ = ELECTRIC TRANSFORMER
DE = DRAINAGE EASEMENT	○ = GAS MARKER
DI = DRAIN INLET	○ = TELEPHONE PEDESTAL
DMH = DRAINAGE MANHOLE	○ = DRAINAGE MANHOLE
ET = ELECTRIC TRANSFORMER	○ = FLARED END STRUCTURE
EX = EXISTING	○ = HEAD WALL
FES = FLARED END STRUCTURE	○ = WATER METER
HDPE = HIGH DENSITY POLYETHYLENE	○ = WATER SPICOT
HW = HEADWALL	○ = WATER VALVE
IE = INVERT ELEVATION	○ = GAS LINE
INT = INTERSECTION	○ = PIPE
IPF = IRON PIN FOUND	○ = WOOD FENCE LINE
L.L. = LAND LOT	○ = CONCRETE
L.L.L. = LAND LOT LINE	○ = PAVEMENT
NO. = NUMBER	○ = RIP/RAP
NTS = NOT TO SCALE	
OC = OUTLET CONTROL STRUCTURE	
OCES = OVERHEAD ELECTRIC/POWER	
CH = PROPERTY LINE	
PL = PLAT BOOK	
POB = POINT OF BEGINNING	
POC = POINT OF COMMENCEMENT	
PP = POWER POLE	
R = RADIUS	
R/W = RIGHT OF WAY	
RFB = REBAR FOUND	
RFS = REBAR SET (1/2")	
RCP = REINFORCED CONCRETE PIPE	
SF = SQUARE FEET	
TMP = TAX MAP PARCEL	
WM = WATER METER	
WSP = WATER SPICOT	
WV = WATER VALVE	

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311 North Main Street, Suite 101  
P.O. Box 896 | Madison, GA 30650  
P: 706.342.1104 | C: 706.201.0996  
www.georgiacivil.com

**LIBERTY MARTS, LLC**  
PRELIMINARY SUBDIVISION SURVEY FOR:  
MEADOW CREST SUBDIVISION  
PHASE TWO, LOTS 15-28 AND 39-45  
IN LAND LOTS 303 & 312, OF THE 3rd DISTRICT, 308th G.M.D.  
PUTNAM COUNTY, GEORGIA

CREW CHIEF: SK  
SURVEYED: 04/27/2017  
DRAWING DATE: 05/31/2018  
DRAWN BY: GBS  
CHECKED BY: GBS

**REVISIONS**

DATE	DESCRIPTION
06/18/2018	STORM ESMINT NOTE
02/10/2022	PHASE TWO
06/07/2022	ADD COMMENTS

SCALE: 1"=100'

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Sheet Title  
Preliminary Subdivision Survey  
Sheet Number  
**SD-1.1**