

eFiled & eRecorded
DATE: 1/24/2022
TIME: 11:45 AM
DEED BOOK: 02197
PAGE: 00140 - 00158
RECORDING FEES: \$25.00
PARTICIPANT ID: 3686082162
CLERK: Clay Pate
TIFT County, GA

DECLARATION OF RESTRICTIVE COVENANTS
OF
THE GATES AT CYPRESS POINTE SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Heartwood Land Company, LLC, a Georgia limited liability corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of property known as The Gates at Cypress Pointe Subdivision in the County of Tift, State of Georgia, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference and additional property which may be later added to the subdivision.

WHEREAS, Declarant wishes to create a living community and to put in place an overall plan for the development of the property for the interest, benefit and advantage of Declarant and each and every person who shall hereafter purchase said lots within The Gates at Cypress Pointe Community so that certain covenants, conditions and restrictions running with the land.

NOW THEREFORE, for and in consideration of the premises and the benefits to be derived by The Gates at Cypress Pointe, Declarant does hereby set up, establish and declare the following easements, covenants, conditions and restrictions to apply to all of the lots located on said property, or any other lots whose deeds of conveyance specifically refer to or adopt these covenants and the same shall cover all subsequent transfers, sales and conveyances of such property and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to THE GATES AT CYPRESS POINTE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all areas (including any improvements thereto, all roadways and entrance ways) owned by the Declarant or the Association for the common use and enjoyment of the Owners of The Gates at Cypress Pointe. Declarant reserves the right to dedicate additional parcels to the Common Area.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties but subject to the Common Area.

Section 6. "Declarant" shall mean and refer to Heartwood Land Company, LLC, its successors and assigns.

Section 7. "Architectural Control Committee ("ACC")" shall initially mean and refer to Robert Massey. Declarant may add, replace or remove Members at any time. The initial member(s) shall serve successive one-year terms, unless removed by the Declarant. At such time as the Declarant no longer owns any Lots, the Association shall have the authority to name and replace members of the ACC.

DATE: 1/24/2022

TIME: 11:45 AM

DEED BOOK: 02197

DEED: 00142

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot. The Association reserves the right to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid. Also, the Association reserves the right to suspend the rights and privileges of an Owner to the use of the Common Area until such time as the Owner corrects any infraction of the published rules and regulations or provides adequate restitution for any misuse or destruction of the property of the Association or Declarant. Additionally, the Association reserves the right to suspend the Owner's rights and privileges to the use of the Common Area for an additional period not to exceed thirty (30) days after such restitution or correction of any infraction of its published rules and regulations, including, but not limited to, misuse or destruction of the Common Area or non-payment of any assessment has occurred. The type of destruction covered by this section includes, but is not limited to, damage to fixtures, signs, and lights in the Common Area and fencing around the Common Area.

Section 2. Declaration of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family or his tenants who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. The Association has two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant.

Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges:

(i) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or

(ii) On the date Declarant no longer owns a Lot in The Gates at Cypress Pointe Subdivision, whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

(i) Any increase in the maximum Annual Assessment requiring the vote of the Association members under Section 3 of Article IV hereof, and

(ii) Any proposal that a special assessment be levied by the Association under Section 4 of Article IV hereof.

When entitled to vote, Class A members shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall be entitled to vote on all matters and all events. The Class B membership shall automatically terminate and cease to exist, at such time as the Class A members shall be entitled to full voting privileges, in which event each Class B member shall be and become a Class A member.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each owner of any Lot by acceptance of a deed therefor, except with respect to lots owned by Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Declarant shall be obligated to pay the annual assessment or charge for each Lot owned by Declarant at the time when Declarant's Class B membership is converted to Class A membership as provided in Article III.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the resident in the Properties and for the improvements and maintenance of the Common Area. Annual assessments shall include, and the Association shall require and pay for out of the funds derived from annual assessments, the following:

(a) Ground maintenance, landscaping and repair of the Common Areas. Common Areas to include, but are not limited to, easements, roadways, detention areas, signage within the property, entrance ways and gates and common acreage reserved as Conservation Area that cannot be developed.

(b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area.

(c) Acquisition of furnishings and equipment for the Common Area as may be determined by the Association, including, without limitation all equipment and furnishings necessary or proper for use of the entrance areas and for security personnel and other such measures.

(d) Expense for security and other necessary personnel.

(e) Fire insurance covering the full insurable replacement value of the Common Area with extended coverage.

(f) Liability insurance insuring the Association against any and all liability to the public, arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(g) Workmen's compensation insurance to the extent necessary to comply with Georgia law and any other insurance deemed necessary by the Board of Directors of the Association.

(h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Area, for

the benefit of Lot Owners, or for the enforcement of these restrictions.

(j) In the event the need for exterior maintenance or repair is attributable to the willful or negligent act of the Owner of a Lot, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Lot is subject.

(k) For the purpose of general community improvements and maintenance.

Section 3. Maximum Annual Assessment and Capitalization Fee. The maximum annual assessment shall be Three Hundred and 00/100 Dollars (\$300.00) per Lot. The annual assessment shall be due on January 1 of each year, beginning on January 1, 2024. The 2024 Annual assessments may be paid as determined by the Board of Directors of the Association. The maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above ten percent (10%) by a vote of a majority of all votes of all classes of members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including but not limited to paving and repair of roadways, entrance gates, fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of all votes of all classes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of all classes of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Certificate as to Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, file notice of lien on the public records, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer

shall relieve such Lot from liability for any assessments that thereafter become due or from the lien thereof.

ARTICLE V

USE RESTRICTIONS

Section 1. No building, fence or other structure shall be erected, placed or altered on any lot in the subdivision until the building plans, specifications, exterior color and finish, plot and site plans (showing the proposed location of such building or structure, drives and parking area), landscape plans, and construction schedule have been approved in writing by the ACC, its successors or assigns, as to quality of design, workmanship, materials, harmony of designs with existing structures, location with respect to topography and finish grade elevation. Refusal or approval of plans, location or specifications by the ACC may be based upon any reason, including purely aesthetic reasons, which in the sole and uncontrolled discretion of the ACC shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. One copy of all plans and related data shall be furnished to the ACC for its records. In the event the ACC gives the Owner notice of ACC's inability to respond within the thirty (30) day period, in which case the ACC shall have an additional thirty (30) days, from the date of notice of the ACC's inability to respond, to approve or disapprove the submitted plans. In the event of failure to approve or disapprove such plans within thirty (30) days after the same have been submitted to the ACC, or as extended herein, approval shall be presumed and the provisions of this paragraph shall be deemed to have been complied with

Section 2. No Lot may be subdivided, except where two Owners join to subdivide the lot adjacent to both of their Lots for the purpose of increasing the size of each adjacent Owner's lot. Once a subdivision of the adjacent Lot has occurred, no future subdivision of the two enlarged Lots may occur.

Section 3. Each Lot shall be used for residential purposes exclusively. No business of any kind shall be conducted on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots.

Section 4. No portion of any Lot, other than that covered by buildings or other structural improvements approved as hereinbefore specified, shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, and other appropriate private facilities, the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or statuary, fountains or similar ornamentations, for the purpose of beautifying said premises; but no vegetables or grains of the ordinary garden or field variety shall be grown on the front or side yards. No weeds, underbrush, or other unsightly objects shall be placed or suffered to remain anywhere thereon.

Section 5. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such Lot that shall tend to destroy the beauty of the neighborhood as a whole or the specific area.

Section 6. No trailer, manufactured home, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on a Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall such temporary building or trailer be erected or allowed to remain on any Lot except during the construction of the main dwelling.

Section 7. No building shall be constructed, erected, placed, altered or permitted to remain on any lot other than one detached single-family dwelling, not in excess of two (2) stories in height, plus a private residence garage for motor vehicles, plus residential accessory buildings. No garage or permitted accessory buildings shall be constructed, erected, placed, altered, or

permitted to remain upon any lot which is not constructed of the same materials as the dwelling located upon said lot unless prior approval is obtained from the ACC.

Section 8. Except for cats, dogs, and other household pets, no livestock, fowl or animals of any kind shall be kept or harbored upon any Lot.

Section 9. All motor homes, non-operating vehicles, campers, boats, and other recreational vehicles shall be kept, garaged or stored in such a manner as to not be visible from any road or Lot. No non-operating vehicle will be kept on any property for more than fourteen (14) consecutive days, and at no time that a non-operating vehicle is on the Property will it be stored as to be visible from any road or Lot.

Section 10. Each Lot Owner shall provide receptacles for garbage in an area not generally visible from any road.

Section 11. Declarant reserves unto himself, his heirs, successors and assigns, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electrical and telephone poles, wires, cables, conduits, sewers, water mains, ground water dispersing systems, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water, storm water drainage, or other public conveniences or utilities on, in or over such areas as are shown on the plats of the subdivision. These easements expressly include the right to cut any trees, or bushes, et cetera, grading, ditching and like action reasonably necessary to provide economical utility installation and adequate drainage of surface waters.

Section 12. No living tree more than six (6) inches in diameter shall be cut on any of the Lots without first submitting a landscaping plan and having such plan approved in writing by the ACC. Any Lot owners who violate this provision through their own acts, or through their agent's

Section 13. No building shall be located on any Lot nearer to the front Lot line, the rear lot line or the side street line than the minimum building set back lines provided in applicable zoning ordinances or as shown on the plats of the subdivision.

Section 15. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Section 16. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

Section 17. Declarant or the transferees of Declarant shall undertake the work of developing all Lots included within the Properties. The completion of that work, and the sale, rental, or other disposition of Lots is essential to the establishment and welfare of the property as an ongoing residential community. In order that such work may be completed and the property be

established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the property owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees, from constructing and maintaining on any part or parts of the property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the property as a residential community, and the disposition of Lots by sale, lease or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees, from conducting on any part or parts of the property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the property as a residential community, and of disposing of Lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees, from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of property Lots.

As used in this Section, the words "its transferees" specifically exclude purchasers of Lots

DATE: 1/24/2022
TIME: 11:45 AM
DEED BOOK: 02197
PAGE: 00153

improved with completed residences.

ARTICLE VI
OWNER'S OBLIGATION TO REPAIR

Section 1. Each Owner shall, at his sole cost and expense, repair its improvements, keeping the same in a condition comparable to the condition of such improvements at the time of their initial construction, excepting only normal wear and tear.

Section 2. Each Owner shall, at his sole cost and expense, repair all damages to roads, grounds, or utilities caused by construction, ingress or egress of equipment, or for deliveries to or from an Owner's Lot.

ARTICLE VII
OWNER'S OBLIGATION TO REBUILD

Section 1. If all or any portion of the improvements are damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such improvements in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within nine (9) months after the damage occurs, unless prevented by cause beyond the control of the owner or owners. In the event of foreclosure on the property by the entity holding the mortgage on the property, then the party purchasing the property has ninety (90) days from the date he acquires ownership to undertake reconstruction and twelve (12) months to complete construction.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the

DATE: 1/24/2022

TIME: 11:45 AM

DEED BOOK: 02197

DEED PAGE: 00154

Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded. This declaration may be amended during the first twenty (20) year period by an amendment receiving the assent of two-thirds (2/3) of the votes held by the members entitled to vote who are voting in person or by proxy at a duly called meeting for the purpose of amending this Declaration. Any amendment must be recorded in the office of the Clerk of the Superior Court of Tift County, Georgia.

Section 3. Utilities Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, his heirs, successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such

easements, reservations, and rights of way are reserved.

Section 4. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than two and one-half (2-1/2) square feet advertising property for sale or rent, or signs used by a builder to advertise property during the construction and sale.

Section 5. TV Antenna. No television antenna, dish antenna or satellite receiving antenna may be constructed or used on any Lot or any structure built on a Lot if visible from any road without the written approval of the ACC for new construction, or their successors, for alterations. If any such antenna is proposed for the front of any house, additional landscaping or alterations may be required by the ACC.

Section 6. Adjoining Owners' Property Rights. Each Owner may have a common property space with at least one (1) adjoining property Owner as well as common utility lines and other possible devices or items jointly benefiting both the Owner and the adjoining property Owner. Each Owner is hereby granted an easement and right to use three (3) feet of an adjoining Owner's property located along all common property lines with all adjoining property Owners to improve or repair any defective, unsightly, dangerous, or decaying device, item, or utility. In the case of the dwelling located within three feet of the property line, the adjacent property owner has the right to enjoy the landscape and maintain the three feet to the dwelling, but may not attach, place, lean anything on the dwelling or interfere whatsoever with the dwelling. This provision shall be broadly construed since by way of necessity each Owner shall be able to protect his property and correct or repair any type of problem that might occur and is necessitated due to each Owner's house often being close to an adjoining property's house. Neither property owner shall build a fence nor other obstruction within said three-foot area, unless agreed by both property owners.

Section 7. Sod and Landscaping. Each Lot must be sodded, or otherwise landscaped in its entirety.

Section 8. Driveways. All driveways and parking pads shall be paved with concrete. No residence shall be occupied prior to the driveway or parking pad being completed with the hereinabove stated material.

Section 9. Basketball goals. Basketball goals, either temporary or permanent, as well

DATE: 1/24/2022

TIME: 11:45 AM

DEED BOOK: 02197

DEED: 00156

as all implements or structures used for entertainment, athletic or such other related purposes are prohibited in the front yard, unless approved by the ACC.

Section 11. Lighting. Exterior flood lights shall not be permitted to shine directly on a neighbor's residence or Common Areas and must be angled or shielded so as to illuminate the area around the residence itself.

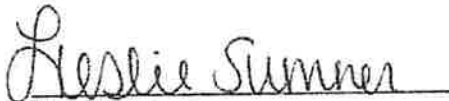
IN WITNESS WHEREOF, the undersigned, being the Declarant herein as hereunto set their hand and seal this 22nd day of December 2021.


HEARTWOOD LAND COMPANY, LLC

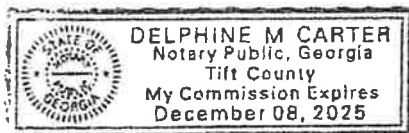
By: 

Robert Massey, Member/Manager

Signed, sealed and delivered in the presence of


Unofficial Witness


Notary Public



DATE: 1/24/2022

TIME: 11:45 AM

PLAT BOOK: 02197

PAGE: 00157

Exhibit "A"

All that tract or parcel of land being all of **Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, The Gates At Cypress Ridge**, located in Land Lot 265, in the 6th Land District of Tift County, Georgia, as shown upon a plat entitled "Plat To Change Name To The Gates At Cypress Ridge" dated May 14, 2007, revised on December 9, 2021, recorded in Plat Book 46, page 172, public records, Tift County, Georgia, and incorporated herein by reference.

dotloop signature verification: 01/24/2022 11:45 AM
TE: 1/24/2022
ME: 11:45 AM
ED BOOK: 02197
GE: 00158

eFiled & eRecorded
DATE: 1/14/2022
TIME: 10:50 AM
PLAT BOOK: 00046
PAGE: 00172
RECORDING FEES: \$10.00
PARTICIPANT ID: 3686082162
CLERK: Clay Pate
TIFT COUNTY, GA

NOTE: ORIGINAL RECORDING OF THIS PLAT WAS
IN PLAT BOOK 41, PAGES 177A & 177B.



PLAT TO CHANGE NAME TO
THE GATES AT CYPRESS POINT
LOCATED IN L.L. 265 - 6TH LAND DISTRICT
CITY OF TIFT, TIFT COUNTY, GEORGIA
SCALE: 1" = 60' DATE: MAY 14, 2007
REVISED: DECEMBER 9, 2021

HAMPTON & ASSOCIATES SURVEYING CO.
1605 HIGHWAY 41 NORTH
TIFT, GEORGIA 31794
PHONE: 229-382-2709 FAX: 229-382-2099

SURVEYOR'S CERTIFICATION
THIS PLAT IS A RETRACTION OF AN EXISTING PARCEL OR PARCELS OF
LAND AND DOES NOT SUBSIDY OR CREATE A NEW PARCEL OR MAKE ANY
CHANGES TO ANY EXISTING PROPERTY BOUNDARIES. THE RECORDING
REQUIREMENTS OF THE DOCUMENT, MAPS, PLATS, OR OTHER INSTRUMENTS
WHICH CHARGE THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION
OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION
OR AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR
REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.
FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS
PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY
SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS
OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-42.

DERRELL HAMPTON GA RLS #2761

DATE

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	11.50	145.35	N89°30'31"W	11.50
C2	10.58	145.35	S81°08'24"E	10.57
C3	49.64	185.18	N21°15'24"E	49.59
C4	49.64	185.38	S80°17'48"W	49.60
C5	28.86	27.00	S41°15'11"E	28.83
C6	18.45	185.38	N47°48'24"E	18.44
C7	16.90	70.00	S01°42'07"E	16.95
C8	42.78	70.00	S26°05'48"E	42.15
C9	24.45	70.00	S52°46'41"E	24.33
C10	33.67	70.00	S22°14'10"E	33.69
C11	47.15	26.00	N02°46'35"E	47.45
C12	47.15	26.00	S82°22'27"W	47.45
C13	36.14	40.00	S20°28'24"E	36.11
C14	22.26	16.00	N70°05'54"E	22.11
C15	21.22	40.00	N03°44'16"W	21.62
C16	37.03	80.00	N02°17'55"E	36.75
C17	42.78	70.00	N02°47'23"E	42.15
C18	42.76	70.00	N64°48'20"E	42.15
C19	15.74	70.00	N88°45'13"E	15.78
C20	43.82	26.00	N02°11'17"E	43.83
C21	23.60	120.00	N02°37'00"E	23.63
C22	22.60	120.00	S41°18'48"W	22.66
C23	10.15	70.00	N60°07'42"E	10.14

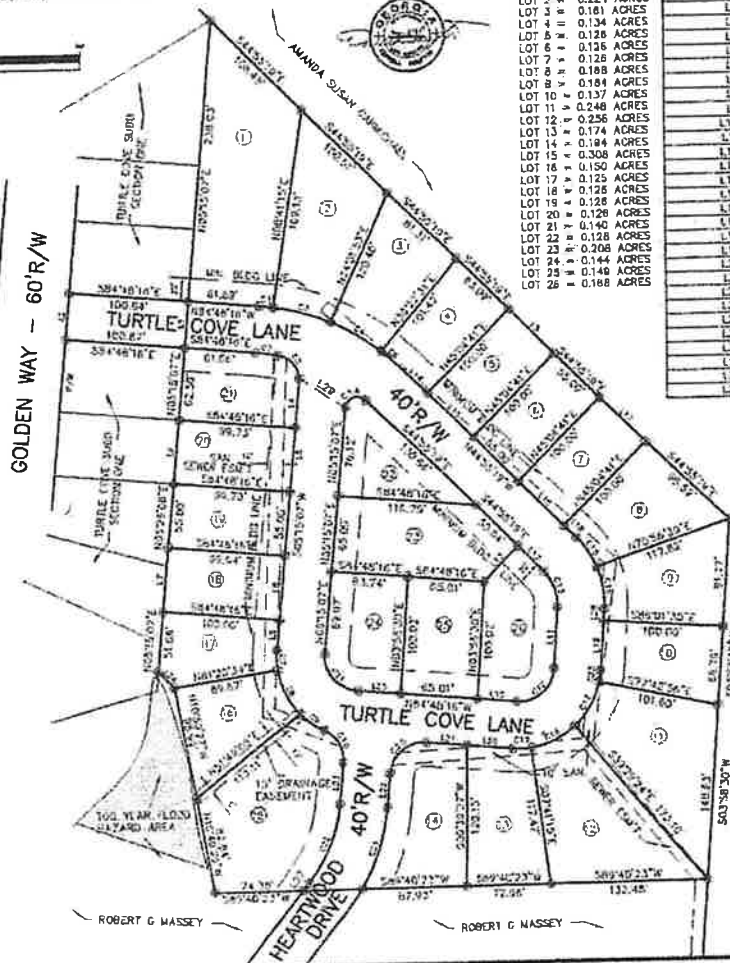
ADREAGE SUMMARY

LOT 1	0.389 ACRES
LOT 2	0.224 ACRES
LOT 3	0.181 ACRES
LOT 4	0.134 ACRES
LOT 5	0.128 ACRES
LOT 6	0.158 ACRES
LOT 7	0.128 ACRES
LOT 8	0.188 ACRES
LOT 9	0.184 ACRES
LOT 10	0.137 ACRES
LOT 11	0.246 ACRES
LOT 12	0.256 ACRES
LOT 13	0.174 ACRES
LOT 14	0.184 ACRES
LOT 15	0.308 ACRES
LOT 16	0.150 ACRES
LOT 17	0.125 ACRES
LOT 18	0.128 ACRES
LOT 19	0.128 ACRES
LOT 20	0.128 ACRES
LOT 21	0.140 ACRES
LOT 22	0.128 ACRES
LOT 23	0.208 ACRES
LOT 24	0.144 ACRES
LOT 25	0.148 ACRES
LOT 26	0.168 ACRES

LINE TABLE

LINE	LENGTH	BEARING
1.1	43.00	N84°15'00"E
1.2	43.00	N84°15'00"E
1.3	55.00	S44°15'00"E
1.4	42.75	S00°15'00"E
1.5	55.00	S00°15'00"E
1.6	55.00	N00°15'00"E
1.7	55.00	N00°15'00"E
1.8	55.00	N00°15'00"E
1.9	55.00	N00°15'00"E
1.10	55.00	N00°15'00"E
1.11	55.00	N00°15'00"E
1.12	55.00	N00°15'00"E
1.13	55.00	N00°15'00"E
1.14	55.00	N00°15'00"E
1.15	55.00	N00°15'00"E
1.16	55.00	N00°15'00"E
1.17	55.00	N00°15'00"E
1.18	55.00	N00°15'00"E
1.19	55.00	N00°15'00"E
1.20	55.00	N00°15'00"E
1.21	55.00	N00°15'00"E
1.22	55.00	N00°15'00"E
1.23	55.00	N00°15'00"E
1.24	55.00	N00°15'00"E
1.25	55.00	N00°15'00"E
1.26	55.00	N00°15'00"E
1.27	55.00	N00°15'00"E
1.28	55.00	N00°15'00"E
1.29	55.00	N00°15'00"E
1.30	55.00	N00°15'00"E
1.31	55.00	N00°15'00"E
1.32	55.00	N00°15'00"E
1.33	55.00	N00°15'00"E
1.34	55.00	N00°15'00"E
1.35	55.00	N00°15'00"E
1.36	55.00	N00°15'00"E
1.37	55.00	N00°15'00"E
1.38	55.00	N00°15'00"E
1.39	55.00	N00°15'00"E
1.40	55.00	N00°15'00"E
1.41	55.00	N00°15'00"E
1.42	55.00	N00°15'00"E
1.43	55.00	N00°15'00"E
1.44	55.00	N00°15'00"E
1.45	55.00	N00°15'00"E
1.46	55.00	N00°15'00"E
1.47	55.00	N00°15'00"E
1.48	55.00	N00°15'00"E
1.49	55.00	N00°15'00"E
1.50	55.00	N00°15'00"E
1.51	55.00	N00°15'00"E
1.52	55.00	N00°15'00"E
1.53	55.00	N00°15'00"E
1.54	55.00	N00°15'00"E
1.55	55.00	N00°15'00"E
1.56	55.00	N00°15'00"E
1.57	55.00	N00°15'00"E
1.58	55.00	N00°15'00"E
1.59	55.00	N00°15'00"E
1.60	55.00	N00°15'00"E
1.61	55.00	N00°15'00"E
1.62	55.00	N00°15'00"E
1.63	55.00	N00°15'00"E
1.64	55.00	N00°15'00"E
1.65	55.00	N00°15'00"E
1.66	55.00	N00°15'00"E
1.67	55.00	N00°15'00"E
1.68	55.00	N00°15'00"E
1.69	55.00	N00°15'00"E
1.70	55.00	N00°15'00"E
1.71	55.00	N00°15'00"E
1.72	55.00	N00°15'00"E
1.73	55.00	N00°15'00"E
1.74	55.00	N00°15'00"E
1.75	55.00	N00°15'00"E
1.76	55.00	N00°15'00"E
1.77	55.00	N00°15'00"E
1.78	55.00	N00°15'00"E
1.79	55.00	N00°15'00"E
1.80	55.00	N00°15'00"E
1.81	55.00	N00°15'00"E
1.82	55.00	N00°15'00"E
1.83	55.00	N00°15'00"E
1.84	55.00	N00°15'00"E
1.85	55.00	N00°15'00"E
1.86	55.00	N00°15'00"E
1.87	55.00	N00°15'00"E
1.88	55.00	N00°15'00"E
1.89	55.00	N00°15'00"E
1.90	55.00	N00°15'00"E
1.91	55.00	N00°15'00"E
1.92	55.00	N00°15'00"E
1.93	55.00	N00°15'00"E
1.94	55.00	N00°15'00"E
1.95	55.00	N00°15'00"E
1.96	55.00	N00°15'00"E
1.97	55.00	N00°15'00"E
1.98	55.00	N00°15'00"E
1.99	55.00	N00°15'00"E
2.00	55.00	N00°15'00"E

GOLDEN WAY - 60' R/W



TIFT COUNTY BOARD OF EDUCATION

1/24/2022