

Gautier Planning Commission

Regular Meeting Agenda

April 4, 2019

GPC #19-06-HO

1812 Seacliffe Home Occupation Request

VII. NEW BUSINESS

1. 1812 Seacliffe – Request for a Home Occupation allowing a private professional home office for Consultant Engineering.
(GPC Case 19-06-HO)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

Planning Commission Chairman to follow procedure below. All questions/comments to be directed to the Council and not to applicant, staff, or other attendees of the meeting.

1. Chairman announces the case.
2. Chairman makes statement, "This is a Public Hearing and all statements to be made need to be true and accurate for the record."
3. Staff gives brief overview of case.
4. Applicant presents their case.
5. Anyone to speak in support of the Request? Please state your name and address for the record.
6. Anyone to speak in opposition of the Request? Please state your name and address for the record.
7. Any final comments from the applicant?
8. Questions from Commission?
9. Chairman closes public hearing – "This closes the Public Hearing portion of this case" bang of gavel
10. Motion/Deliberation/Vote

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Ramona Morgan, Planning Technician

Date: April 4, 2019

Subject: 1812 Seacliffe – Request for Home Occupation for a private professional home office for Consultant Engineering. (GPC Case 19-06-HO)

REQUEST:

The Planning Department has received a request from John B. Strayham, to allow a home occupation for a private professional home office for Consultant Engineering at 1812 Seacliffe Drive PID# 87110204.000. The application fee of \$125 was paid on March 8, 2019. All public notice requirements have been met.

BACKGROUND:

The application/request for a Home Occupation was made by John B. Strayham to operate a private professional home office at 1812 Seacliffe Drive. The application includes a narrative written by the applicant stating that no increased traffic due to the home office will be incurred. The narrative also states that the home office will not affect neighboring properties in any way. Public notice requirements in the form of notification letters to adjoining property owners were mailed on March, 11 2019. The notification letter states; written objections must be received by 5:00 P.M. on Thursday, March 21, 2019. Written objections must reference the above GPC Public Notice Number, and e-mailed to rmorgan@gautier-ms.gov, or be mailed to the Planning Department, P. O. Box 670, Gautier, Mississippi 39553-0670. Objectors will be notified of the results of this review. The Planning Department can be reached at 228-497-1878 should you have any questions.

DISCUSSION:

On March 18, 2019 the Planning Department received a written objection from Mrs. Sylvia Hesse of 1808 Seacliffe Drive. Mrs. Hesse's objection to the home occupation is that the neighborhood is zoned residential R-1. She states in her objection that there are more and more home businesses popping up in residential areas. She is concerned that the private professional home office at 1812 Seacliffe Drive will start small and grow into something much larger.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines a **Home Occupation** as: An occupation carried on in a residential dwelling unit by the resident thereof; provided that the use is limited,

incidental and secondary to the residential use of the building. A Home Occupation permit is non-transferable to future residents

UDO SECTION 6.7: Home Occupation

6.7.1 General Regulations

A Home Occupation is a gainful occupation conducted in a dwelling unit, for which an annual privilege license must be issued and that:

- A.** No stock in trade or commodity shall be sold on the premises.
- B.** There shall be no employment of help other than members of the resident family.
- C.** Not more than twenty (20) percent of the heated and cooled square footage area of the dwelling unit not to exceed five hundred (500) square feet shall be used in conducting the Home Occupation.
- D.** There shall be no change in the outside appearance of the building or premises, no outdoor storage of anything, or any other visible evidence of the conduct of such Home Occupation other than one (1) sign in accordance with regulations of Article XII not exceeding one (1) non-illuminated sign no larger than one (1) square foot, mounted flush against the principal building.
- E.** No Home Occupation shall be conducted in any accessory building.
- F.** No traffic shall be generated by such Home Occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such Home Occupation shall be off the street and other than in the required front yard.
- G.** No equipment or process shall be used in such Home Occupation which increases noise, vibration, glare, fumes, odors, or electrical interference to adjoining properties.
- H.** The Planning Director shall periodically examine all businesses operating under a home occupation permit to determine if they are maintained in compliance with regulations set forth herein. The Planning Director is authorized to notify any business found to not be in compliance to cease operations and to revoke said permits.

6.7.2 Home Occupations Permitted

The following occupations, subject to the requirements of the above section, may be permitted as Home Occupations:

- A.** Artist, sculptor, author
- B.** Catering Service when they are a part of operator's residence
- C.** Computer programming and word processing
- D.** Cooking and preserving
- E.** Dressmaker, seamstress, tailor, interior decorator
- F.** Home office
- G.** Instructional Studio, Private. Teaching, including tutoring, musical instruction or dancing, but limited to one (1) pupil per teacher at any given time

- H. Private Professional Office
- I. Telephone answering service
- J. Any other similar use which the Planning Director determines is compatible. The Planning Director may elect to take any Home Occupation request to the Planning Commission for consideration.

6.7.3 Prohibited Home Occupations

The following are not permitted as Home Occupations:

- A. Animal hospitals or animal rescue operations
- B. Child Care Facilities including kindergartens
- C. Convalescent homes
- D. Repair Shops requiring outside or major repair to equipment and/or vehicles
- E. Coffee Shops, restaurants or any facility serving beverages or food to the public.
- F. Boarding House

RECOMMENDATION & CONCLUSION:

Staff recommends that the request for a home occupation be approved based on section **6.7.2 F** of the UDO stating that a private professional home office is an allowable home occupation.

The Planning Commission may:

1. Recommend that City Council approve the request as presented;
2. Recommend that City Council approve the home occupation with changes; or
3. Recommend that City Council deny home occupation request.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Objection Letter

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

HOME OCCUPATION APPLICATION

Hearing Number

19-06-H0

TYPE OF REQUEST:

Home Occupation

FEE:

\$100.00

125-

Name of Applicant:

John B. Strayham Jr.

Name of Business:

Consultant Engineering

Address:

1812 Seaciff Dr.

Mailing Address (if different):

PO Box

Email Address:

strayhamj@yahco.com

Phone:

228-497-6230

Cell Phone:

713-828-3844

Reason for request, location and intended use of Property

private professional office / home office.

ATTACHMENTS REQUIRED AS APPLICABLE:

- ☒ 1. Diagram showing dimensions of home and dimensions of area to be used for home occupation.
- ☒ 2. Legal description and street address.
- ☒ 3. A detailed project narrative.
- ☐ 4. Copy of protective covenants or deed restrictions, if any.
- ☐ 5. Any other information requested by the Economic Development/Planning Director.
- ☐ 6. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant:

J. B. Strayham Jr.

Date of Application:

3/8/19

FOR OFFICE USE ONLY

Date Received

3/8/19

Verify as Complete

Fee Amount Received

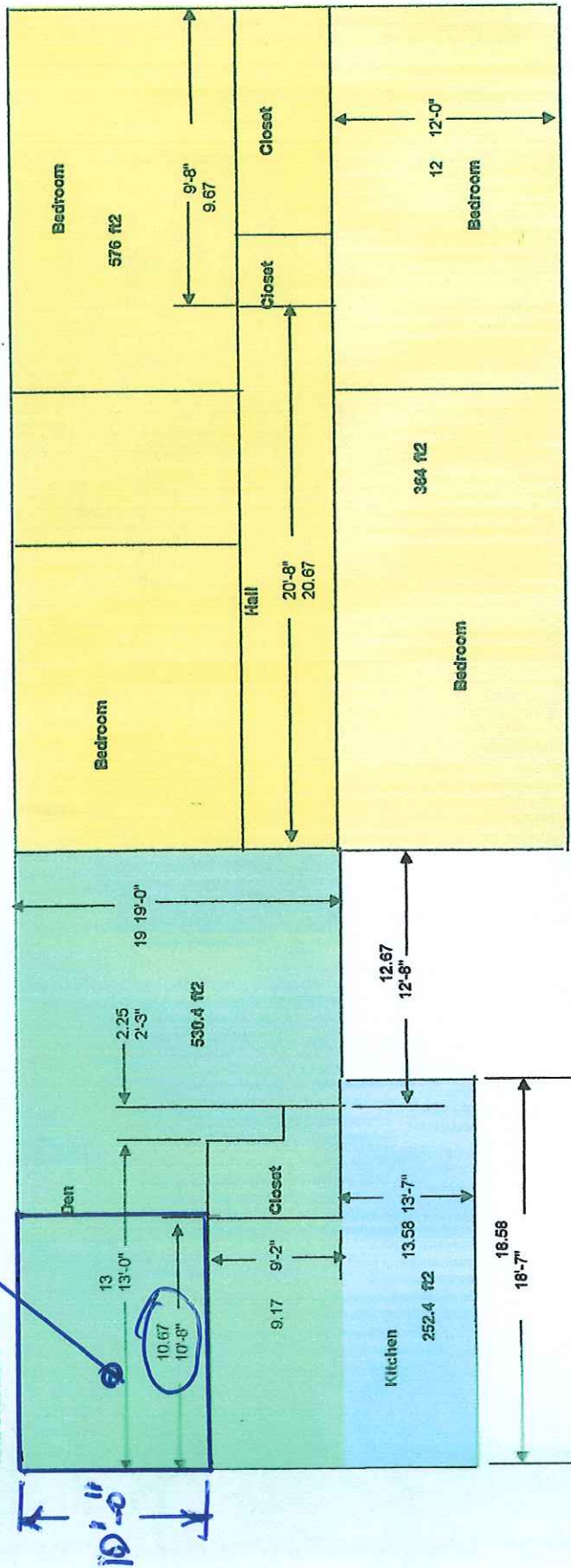
125.00

CH 5864

Initials of Employee Receiving Application

Strayham Bay

Estimated Floor Space
1812 Seacliffe Dr



13.50' x 18.38'	252.42
(13.50' x 25.00' x 12.67') x 19	530.42
(20.67' x 9.67') x 19	576.46
(20.67' x 9.67') x 12	364.00
	<u>1,723.30</u>

PL
1812 Seacliffe Dr

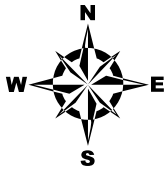
NA

I, John (Jack) Strayhorn is
going to have a home office for
engineering consulting. There will
be no traffic coming to the house
and will ^{not} affect my neighbors
in any way.

John B Strayhorn Jr

Exhibit A Location Map

City Of Gautier
Planning Department

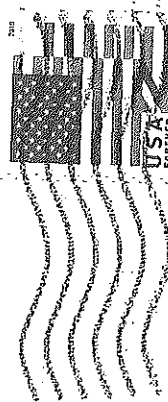


Prepared by the
City of Gautier
Planning Department



Re: GPC # 19-06-40
This is supposed to be
a residential neighborhood
More and more there
are small businesses that are
being cropping up!
It starts off small
and grows!
That you. I object.

Sylvia Hesse
1808 Seaclyffe Dr.
Gautier, MS
39553



GULFPORT MS 395

15 MAR 2019 PM 2 T

Mrs. Sylvia Hesse
1808 Seaclyffe Dr.
Gautier, MS 39553

Planning Dept
P.O. Box 670
Gautier, MS
39553

MAR 16 2019

CC

Gautier Planning Commission

Regular Meeting Agenda

April 4, 2019

Old Spanish Trail Rezoning

VII. NEW BUSINESS

- A. OLD SPANISH TRAIL - REQUEST FOR A REZONING OF TWO PARCELS ON OLD SPANISH TRAIL FROM R-1 TO A PLANNED UNIT DEVELOPMENT (PUD)
GPC CASE #19-09-RZ

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

Planning Commission Chairman to follow procedure below. All questions/comments to be directed to the Council and not to applicant, staff, or other attendees of the meeting.

1. Chairman announces the case.
2. Chairman makes statement, "This is a Public Hearing and all statements to be made need to be true and accurate for the record."
3. Staff gives brief overview of case.
4. Applicant presents their case.
5. Anyone to speak in support of the Request? Please state your name and address for the record.
6. Anyone to speak in opposition of the Request? Please state your name and address for the record.
7. Any final comments from the applicant?
8. Questions from Commission?
9. Chairman closes public hearing – "This closes the Public Hearing portion of this case" bang of gavel
10. Motion/Deliberation/Vote

**CITY OF GAUTIER
STAFF REPORT**

To: Gautier Planning Commission Chairperson and Members

From: Scott Ankerson, Planning Director/Building Official

Date: March 18, 2019

Subject: Consideration of a rezoning of two (2) parcels comprising approximately 89 acres from R-1 Low Density Single-Family Residential District to a Planned Unit Development (PUD).

REQUEST:

The Planning Department has received a request from Prescott Bailey representative for Southern Lifestyle Development for a Rezoning of two parcels PID #82438100.000 and PID #82438100.125 comprising 89 acres on Old Spanish Trail from R-1 Low Density Single-Family Residential District to a Planned Unit Development (PUD) District. The application fee of \$300 was paid on March 15, 2019. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

The existing land use designation for the subject property is Low Density Residential. The Comprehensive Plan's Future Land Use Element (FLUE) establishes the general land use designation for Very Low Density Residential thus:

Very Low Density Residential—Areas with one acre or larger lots and which contain single family residential uses. Very low-density residential neighborhoods should ideally be located adjacent to low density residential areas. The overall gross density is one (1) dwelling unit per acre.

The PUD district is described in the UDO thus:

5.3.17 PUD, Planned Unit Development

Purpose and intent. The PUD zoning district is applied to specific areas to encourage flexibility in the development of land, in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable features; to mitigate the problems which may be presented by specific site conditions; and to encourage subdivisions which address the affordable housing goals, objectives and policies of the city's comprehensive plan. Uses permitted "by right" are established by the intent of the underlying Comprehensive Plan Future Land Use Map. It is anticipated that PUDs will offer one or more of the following advantages:

- A. Provide substantial buffers and transitions between areas of different land use and development densities;*
- B. Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces;*
- C. Counteract urban monotony and congestion on streets;*
- D. Promote architecture that is compatible with the surroundings;*
- E. Buffer differing types of land use and intensities of development from each other so as to minimize any adverse impact which new development may have on existing or zoned development; and*
- F. Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.*

Unified Development Ordinance Table 7 Intensity and Dimensional Standards (excerpt)

Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width	Maximum Building Height			Setbacks			Maximum Density (units per acre)			Maximum Floor Area Ratio			Max % of area covered on lot		
			Tier 1	Tier 2	Tier 3	Front	Side	Rear	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3
R-1	9,600	80	35	---	---	25/35	10/25/35	25	---	---	---	---	---	---	25	---	---
PUD	<u>2 acres total</u>	<u>None</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>75%</u>	<u>TBD</u>	<u>TBD</u>

DATA AND ANALYSIS:

Property to be rezoned: PID #82438100.000 and PID #82438100.125

Location: Ward 1

Current Zoning of the Request Property: R-1 Low Density Residential

Current surrounding existing land use and zoning:

	Current Land Use	Zoning District
North	Low Density Residential	R-1
South	Low Density Residential	R-1
East	Low Density Residential, Planned Unit Development	R-1, PUD
West	Low Density Residential	R-1

Comprehensive Plan Land Use Designation: The subject property is designated Low Density Residential.

Surrounding Future Land Use Map (FLUM) designations:

	FLUM Designation
North	Very Low Density Residential, Community Commercial
South	Low Density Residential, Very Low Density Residential
East	Low Density Residential, Recreational
West	Very Low Density Residential

Proposed Zoning: PUD, Planned Unit Development District

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and recommend Findings of Facts, if applicable.

- A. There was a mistake in the original zoning; **or**
- B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

CONCLUSION:

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the Commission may:

1. Find that the character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request **AND THEREFORE** recommend that City Council approve the Ordinance to Rezone the subject area to PUD Planned Unit Development District; or
2. Recommend that City Council deny the Rezoning.

ATTACHMENTS:

Exhibit 1 – Applicant’s Application

Exhibit A – Location Map

Exhibit B – Existing Zoning

Exhibit C – Existing Land Use

Exhibit D – Future Land Use

Exhibit E – Affidavit

Application For:

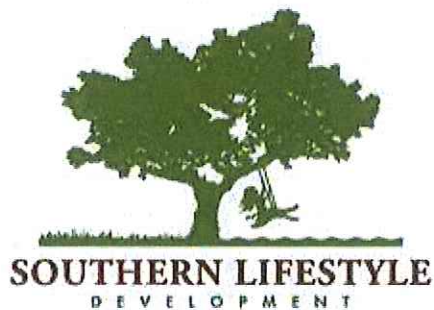
PUD Rezoning Request
&
Major Subdivision

For

Hillcrest Subdivision
A Planned Unit Development
Gautier, MS

March 21, 2019

Applicant:



Southern Lifestyle Development (SLD)
323 Florida St.
Baton Rouge, LA 70801
225-229-6333

Prepared by:



Post Office Box 1929
Fairhope, AL 36533
PHONE: (251) 928-3443

TABLE OF CONTENTS

Table of Contents.....	i
List of Appendices.....	i
Introduction/Summary.....	1
Site Description.....	1
Existing Conditions/Structures	1
Property Background	1
Project Team and Contact Information	2
City of Gautier Unified Development Ordinance	3
Article IV – General Provisions.....	3
Section 4.15: Zoning Map Change (Rezoning).....	3
4.15.1 Who May Initiate.....	3
4.15.2 Requests for Zoning Map Change (rezoning).....	3
4.15.3 Criteria for Rezoning of Property	3
4.15.4 Three-Fifths Council Vote Needed	3
4.15.5 Rezoning by Court Order.....	4
4.15.6 Public Notification.....	4
Article V – Zoning Districts	4
Section 5.9: PUD, Planned Unit Development.....	4
Article IX – Procedures	5
Section 9.5.3: Criteria for Approval.....	5
Section 9.8: Master Development Plan	6
9.8.1 Master Plans are required for the following types of development:	6
9.8.2 General Information Needed for Master Development Plan	7
9.8.3 Specific Requirements and Procedure for a Planned Unit Development	7

LIST OF APPENDICES

Appendix A	City of Gautier Public Hearing Application
Appendix B	Proof of Ownership (Title Judgement, Tax Map & Notarized Authorization)
Appendix C	HOA Restrictions draft
Appendix D	Flood Map
Appendix E	Conceptual Master Plan with Data table
Appendix F	Example renderings of Proposed Development

INTRODUCTION/SUMMARY

The following narrative is provided in support of the proposed Hillcrest Subdivision, a 332 unit planned single family community, pursuant to City of Gautier Unified Development Ordinance (Adopted: September 29, 2018; Updated: January 19, 2018). In support of this development, all of the following approvals are being sought.

Approval Type	Approval Authority	Applicable Regulation	Summary
Planned Unit Development Zoning Map Change (Rezone)	City Council	City of Gautier Unified Development Ordinance Updated January 19, 2018 Sections: 4.15, 5.9 & 9.8	The proposed development is currently zoned R-1. The developer is applying for a zoning change to PUD that will allow for a master planned single family development.
Major Subdivision	City Council	City of Gautier Unified Development Ordinance Updated January 19, 2018 Section 9.5.3	

SITE DESCRIPTION

The proposed project is currently located on approximately 88.6 acres across 2 separate parcels located within the city limits of Gautier. There will be two deductions from the combined acreage. The 1st will be for the right-of-way dedications as per the pending subdivision plat. This plat shall conform to the overall design of the conceptual master development plan as submitted with this narrative and application. The 2nd reduction shall be for the portions of the potential common areas proposed to be dedicated to the City of Gautier for flood compensation areas. These areas shall be confirmed by the survey and will propose to maintain the existing Flood Zone (AE 16) as shown on FEMA Firm Map Number 28059 C 0314 G dated March 16, 2009.

The property is currently zoned R-1.

The proposed PUD request will rezone an approximately 88.6-acre tract to allow for a 332 unit planned single family development. Each unit/lot will propose a 60' width with building setbacks as follows: Front: 25', Side: 8', Rear: 25'. The minimum lot size of this development is proposed to be Seventy-five hundred (7,500) square feet (60' x 125').

EXISTING CONDITIONS/STRUCTURES

The approximately 88.6-acre property that is being requested for rezoning is currently wooded and generally slopes south. All necessary permits with governing agencies will be processed as required.

PROPERTY BACKGROUND

To the best of our knowledge the property has been used for recreational uses since being annexed into the city limits of Gautier. From the look at the growth of the planted pines found on the property, the property has remained vacant for a long period and has not been proposed for development until this request.

PROJECT TEAM AND CONTACT INFORMATION

Developer: 	Southern Lifestyle Development (SLD) 323 Florida St. Baton Rouge, LA 70801 (225)-229-6333 Prescott Bailey prescott@riverranchdev.com
Owner:	Trebornos, LLC 6004 Moreton PL Ocean Springs, MS 39564
Civil Engineer: 	JADE Consulting, LLC Post Office Box 1929 Fairhope, AL 36533 (251) 928-3443 Perry C. Jinright III, P.E., LEED AP tjinright@jadengineers.com Paul Marcinko, P.E., Project Manager pmarcinko@jadengineers.com Sherry Ruth, Project Coordinator sruth@jadengineers.com
Surveyor:	TBD
Landscape Architect.	TBD

CITY OF GAUTIER UNIFIED DEVELOPMENT ORDINANCE**Article IV – General Provisions****Section 4.15: Zoning Map Change (Rezoning)**

A zoning map change involves the rezoning of property from one zoning classification to another or the extension of existing zoning district boundaries on the Official Zoning Map. When the public welfare justifies such action, the City Council may amend the Official Zoning Map.

Response: *Understood.*

4.15.1 Who May Initiate

A zoning map change may be initiated by the City Council, the Planning Commission or the property owner or agent of the owner provided that:

- A. Said property has not been denied a previous request for the same property or portion a property within the past twelve (12) months; and

Response: *This criterion does not apply to our project.*

- B. All procedures and provisions for a public hearing have been met.

Response: *Understood. Please see attached all required documentation. Our team wants to thank the city staff for helping determine all the required documentation and providing proper public notice.*

4.15.2 Requests for Zoning Map Change (rezoning)

Applications for a Zoning Map Change (rezoning) may be filed on the appropriate application available from the Planning Department and shall provide all requested information and provide all requested attachments/submittals.

Response: *Understood. Please see attached all required documentation.*

4.15.3 Criteria for Rezoning of Property

The Planning Commission shall not recommend approval of a rezoning and the City Council shall not rezone property unless the applicant has proven by clear and convincing evidence that either:

- A. There was a mistake in the original zoning, or

Response: *This criterion does not apply to our project.*

- B. The character of the surrounding area has changed to such an extent as to justify rezoning AND there is a public need for additional property to be zoned in accordance with the request.

Response: *We believe 332 newly built parcels will have an extremely positive impact on the surrounding area. The rezoning and application of the PUD overlay to the existing zoning designation will provide 332 newly built homes to supply the growing need for housing.*

4.15.4 Three-Fifths Council Vote Needed

In accordance with Mississippi Code Annotated Section 17-1-17 (1972), in case of a protest against such change signed by the owners of twenty (20) percent or more, either of the area of the lots included in such proposed change, or of those immediately adjacent to the rear thereof, extending one hundred sixty (160) feet therefrom or of those directly opposite thereto, extending one hundred sixty (160) feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of three-fifths (3/5) of the members of the City Council who are not required by law or ethical considerations to recuse themselves.

Response: *Understood.*

4.15.5 Rezoning by Court Order

In the event rezoning is required pursuant to a court order specifically establishing the zoning classification to be applicable to the property which is the subject matter of the suit, the procedural requirements of the Unified Development Ordinance for rezoning property shall not apply. A certified copy of the final court order shall be filed with the Planning Director after all available time for appeal has expired. The Planning Director shall enter the zoning change on the official zoning map and place the certified copy of the court order in the immediate area of the official zoning map, and cause the zoning change to be entered in the minutes of the City Council.

Response: *This criterion does not apply to our project.*

4.15.6 Public Notification

In addition to the required public notices in a newspaper of regular and general circulation in the City at least fifteen (15) days prior to the public hearing, a notice shall be posted at City Hall and the effected property for the benefit of the public prior to a public hearing for a Zoning Map Change (Rezoning).

Response: *Understood. Please see attached all required documentation. Our team wants to thank the city staff for helping determine all the required documentation and providing proper public notice.*

Article V – Zoning Districts

Section 5.9: PUD, Planned Unit Development

- A. Area Requirements - A PUD is a "floating zoning district" and as such, the allowable uses shall meet the intent of the Future Land Use Designation within the Comprehensive Plan.

Response: *The property is currently zoned R-1. The intent of this PUD is to request a change in the minimum lot width and setback requirements as outlined in the R-1 designation. The Future Land Use designation for these properties is residential. Our team's intent is to meet all requirements of the Comprehensive Plan.*

- B. Minimum Lot Area:

Total Site or Development Area: Two (2) acres

Response: *This project encompasses 88.6 AC.*

Lots for single-family detached dwelling units: Seventy-five hundred (7,500) square feet

Response: *The minimum lot size of this development is proposed to be Seventy-five hundred (7,500) square feet (60' x 125').*

Lots for single-family detached patio home or zero lot line dwelling units: Five thousand (5,000) square feet

Response: *This project does not propose any detached patio home or zero lot line dwelling units.*

Lots for single-family attached dwelling units: Twenty-four hundred (2,400) square feet

Response: *This project does not propose any single-family attached dwelling units*

- C. Periphery Boundary - To be determined based on PUD

Response: *Please see attached conceptual master plan included with this submittal.*

- D. Minimum Setbacks for Single Family detached Units including patio homes and zero lot line homes - To be determined based on PUD

Response: *Minimum Setbacks for Principal structure:*

Front—Twenty-five (25) feet

Side—Eight (8) feet for interior lots and ten (10) feet for corner lots

Rear—Twenty-five (25) feet

Minimum Setbacks for Accessory structures(s):

Front—All accessory structures shall be located in the rear yard of the principal use or in the side yard, behind the main structure front building line.

Side—Ten (10) feet

Rear—Five (5) feet

Additional requirements for accessory buildings can be found in the Hillcrest HOA Restrictions document (Article 7.08 and 7.09) as included with this submittal.

- E. Distance between Multi-family Buildings - To be determined based on PUD

Response: *This project does not propose any multi-family buildings.*

- F. Maximum Building Height - Based on underlying zoning

Response: *As per R-1 zoning designation: Thirty-five (35) feet for principal dwellings; Twenty-five (25) feet for accessory structures*

- G. Maximum Overall Density for Development: Based on the underlying zoning. In the case that the PUD encompasses more than one district, an aggregate of the districts shall apply. See Table 7 for Tier Bonus Provisions.

Response: *The R-1 zoning designation does not list a maximum overall density for development. Density shall be based on the attached conceptual master development plan.*

Article IX – Procedures

Section 9.5.3: Criteria for Approval

Major Subdivision Review shall be made in accordance with the following standards:

- A. The proposed division will conform to the standards set forth in Article X; and

Response: *Understood. Our final construction documents and subdivision plat shall follow all the requirements imposed by the final decision of the City Council.*

- B. The proposed division is consistent with any approved or proposed Master Property Development Plan, if applicable; and

Response: *Please see attached conceptual master plan included with this submittal to show the overall layout of our 332 unit Hillcrest Subdivision project.*

- C. The resulting lots, blocks, and right-of-way widths, and other features will conform to the applicable minimum requirements set forth in Article X; and

Response: *Understood. Our final construction documents and subdivision plat shall follow all the requirements imposed by the final decision of the City Council.*

- D. The resulting lots will conform to and comply with all applicable requirements of the zoning classification in which they are located, including minimum lot size;

Response: *The property is currently zoned R-1. The intent of this PUD rezoning is to request a change in the minimum lot width and setback requirements as outlined in the R-1 designation.*

- E. The future development will not impose substantial impacts to traffic, utilities, or drainage;

Response: *We believe 332 newly built parcels will have an extremely positive impact on the surrounding area but will require the use of existing transportation networks, fire protection systems, water and sanitary sewer services, and need for public safety services as provided by the City of Gautier.*

- F. The resultant of this division will be considered a Major Subdivision in accordance with Section 9.2.2;

Response: *This project proposes the subdivision of 88.6 AC into 332 newly built parcels and shall be considered a Major Subdivision in accordance with Section 9.2.2.*

- G. The future development will not create area overcrowding of land or undue concentrations of population;

Response: *We believe 332 newly built parcels will have an extremely positive impact on the surrounding area.*

- H. The future development will conserve or improve the value of existing buildings;

Response: *We believe 332 newly built parcels will have an extremely positive impact on the surrounding area.*

- I. The future development will not cause decline of existing neighborhoods; and

Response: *We believe 332 newly built parcels will have an extremely positive impact on the surrounding area.*

- J. The future development will promote neighborhood livability.

Response: *We believe 332 newly built parcels will have an extremely positive impact on the surrounding area.*

Section 9.8: Master Development Plan

9.8.1 Master Plans are required for the following types of development:

- A. Master Planned Community
- B. Phased Subdivision Development
- C. Subdivision Developments which deviate from the adopted design standards of the City
- D. Conservation Subdivision
- E. Traditional Neighborhood Development (involving Subdivision of Land)
- F. Cluster Development (involving Subdivision of Land)
- G. Planned Unit Development (PUD)

Response: *Please see attached conceptual master plan included with this submittal to show the overall layout of our 332 unit Hillcrest Subdivision project.*

9.8.2 General Information Needed for Master Development Plan

The subdivider shall prepare and file with the Planning Director three (3) copies of the Master Plan, at least fifteen (15) days prior to review by the Technical Review Committee drawn at an appropriate scale. Sheet size shall not exceed twenty-four inches by thirty-six inches (24" x 36"). The Master Plan shall be prepared by a licensed professional(s) such as engineer(s), architect(s), and landscape architect(s). The Master Plan shall be clearly marked, and shall show, or have attached thereto, the following data:

- A. Name, address and contact information for property owner, developer(s), development engineer(s), architect(s), builder(s) and property manager(s).
- B. Survey of existing property showing existing structures, utilities, protected trees, rights-of-way, easements and adjacent property use and zoning.
- C. Map showing existing and proposed contour of land with cut and fill calculations.
- D. Demolition plan for existing structures.
- E. General Layout (site plan) of proposed development which shows lot dimensions; streets; alleys; utilities; easements; landscaping; table of proposed uses including type and number of housing units; square footages of proposed buildings; location of required off-street parking areas; civic uses and any other pertinent information.
- F. General Landscaping and Buffering Design Plan.
- G. Proposed phasing of project.
- H. Any other information deemed pertinent by the applicant or requested by the City.

Response: *Some of this information is provided within this submittal. The remaining information will be obtained and submitted with the future subdivision application that shall be required after this approval. After consideration and assuming approval from the City Council then the final subdivision design as well as construction documents and subdivision plat shall be submitted to the City at this later date.*

9.8.3 Specific Requirements and Procedure for a Planned Unit Development

- A. Quality of Design Required

The proposed development must be designed to produce an environment of stable and desirable character which is in harmony with surrounding land uses and must provide standards for open space, landscaping, creative layout and facilities for traffic control, recreational facilities and adequate parking. Architectural harmony is required for all types of buildings.

Response: *As shown on the conceptual master development plan, the existing flood zones to the South in the proposed development shall be dedicated to the City of Gautier to remain undeveloped and retain the flood zone storage along with detention requirements as imposed because of this development. Please see attached renderings of a typical home and layout of typical lot within the overall subdivision*

- B. Additional Information Required at Time of Application for a PUD

In addition to the requirements for a subdivision given in Article 9.3.2, applications for a PUD shall include:

- 1. Architectural renderings of all commercial, civic and multi-family uses proposed.

Response: *This project does not propose any commercial, civic, or multi-family uses.*

- 2. Architectural renderings and floor plans for examples of each different type of residential structure that is representative of each.

Response: *Please see attached renderings of a typical home and layout of typical lot within the overall subdivision.*

- 3. Draft of the legal instrument establishing the Homeowners Association and/or Restrictive Covenants.

Response: *The draft Hillcrest HOA Restrictions document is included with this submittal.*

C. Review by Planning Commission

The Planning Commission may impose conditions regarding density, lot sizes, lot size or arrangement, circulation and any other matters that will in their opinion improve the adequacy of the neighborhood or better protect adjacent areas.

After any required changes have been made to the Master Plan, Preliminary Plat or architectural design of buildings, the Planning Commission shall hold a final public hearing for the purpose of approval or denial of the PUD.

Response: *Understood.*

D. Effect of Approval by City Council

After approval of the Master Plan, Preliminary Plat and architectural design by the Planning Commission, the Planning Director shall place the proposed subdivision on the agenda of the City Council for their review and approval.

Response: *Understood.*

Approval of the zoning change to a Planned Unit Development constitutes approval of the Master Plan prepared by the applicant and reviewed as a part of the application. The Master Plan establishes new and specific requirements for land use, residential densities, development regulations and location of specific elements of the development such as open space, landscaping and other elements.

The PUD classification replaces any previous zoning district classification on a parcel.

Response: *Understood. Our final construction documents and subdivision plat shall follow all the requirements imposed by the final decision of the City Council.*

E. Minor Amendments and Adjustments to Master Plan prior to Final Plat Approval

The Planning Director shall be permitted to approve minor amendments and adjustments to the PUD Master Plan provided the project boundaries are not altered; no additional uses are added; the land allocated to particular uses is not altered more than fifteen percent (15%); housing density is not altered more than ten percent (10%); open space and parks are not decreased; and the height, setback and lots coverage requirements are not substantially altered.

Response: *Understood.*

F. Duration of PUD approval

The approval of a PUD Master Plan by the City Council shall be valid for a period of three (3) years from the date of such approval, after which such plat shall be void, except upon application to and approval by the City Council for an extension not to exceed a maximum of two (2) one (1) year periods.

Response: *Understood.*

G. Reversion of PUD Zoning and Project

Should the Master Plan become invalid due to inaction of the developer or at the request of the developer; the zoning of the property shall revert back to the original zoning classification and the Planning Director shall cause such changes to be made to the Official Zoning Map.

Response: *Understood.*

Appendix A City of Gautier Public Hearing Application

GAUTIER, MISSISSIPPI
ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

19-09-22

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Zoning Change	☒	\$300.00
Zoning Change (Comp.)	☐	\$300.00
Major Development	☐	\$100.00
Variance	☐	\$175.00
Appeal to Staff Decision	☐	\$100.00

TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR ON STAFF		FEE:
REVIEW:		
Administrative Variance	☐	\$100.00

Name of Applicant : Prescott Bailey

Name of Business: Southern Lifestyle Development (SLD) Phone: 225-229-6333

Property Address: TBD - Old Spanish Trail Mailing Address (if Different): 323 Florida St. Baton Rouge, LA 70801

E-Mail Address: prescott@riverranchdev.com & sruth@jadengineers.com

Reason for request, location and intended use of Property: See Narrative

ATTACHMENTS REQUIRED AS APPLICABLE:

- YES 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ENCLOSED 2. A detailed project narrative.
- IN NARRATIVE 3. Copy of protective covenants or deed restrictions, if any.
- NA 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- NA 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant: 

Date of Application: 3/21/19

orig.
2/14/19

FOR OFFICE USE ONLY	
Date Received	3/15/19
Verify as Complete	RM
Fee Amount Received	300.00
Initials of Employee Receiving Application	RM

GAUTIER, MISSISSIPPI
ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
SUBDIVISION APPLICATION

Public Hearing Number

19-09-72

<u>TO BE REVIEWED BY GAUTIER PLANNING COMMISSION/CITY COUNCIL:</u>		<u>FEE:</u>
Subdivision - Major	☒	\$100.00 + \$6/Lot
<u>TO BE REVIEWED BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:</u>		<u>FEE:</u>
Subdivision - Minor	☐	\$50.00 + \$6/Lot

Name of Subdivision: Hillcrest Subdivision No. Proposed Lots: 332

Name of Applicant(s): Southern Lifestyle Development (SLD)

Property Address/Location: TBD - Old Spanish Trail

Mailing Address (if Different): 323 Florida St.

E-Mail Address: prescott@riverranchdev.com Phone: (225)-229-6333

The request will require: ☒ Preliminary Plat Review ☐ Infrastructure Improvements ☐ Final Plat Review

ATTACHMENTS REQUIRED AS APPLICABLE:

Master Plan 1. Plat/Legal Description

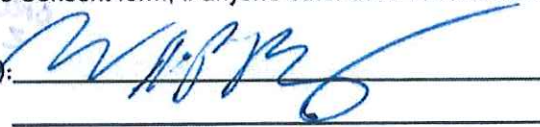
Yes 2. Project Narrative

Yes 4. Copy of protective covenants or deed restrictions, if any.

Pending 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

NA 6. Any other information requested by the Economic Development/Planning Director.

Yes 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): 

Date of Application: 3/21/19 ^{orig.} 2/14/19

FOR OFFICE USE ONLY	
Date Received <u>3/15/19</u>	Verify as Complete <u>RM</u>
Fee Amount Received <u>100 + 1492.00</u>	Initials of Employee Receiving Application <u>RM</u>

Appendix B Proof of Ownership (Title Judgement, Tax Map & Notarized Authorization)

IN THE CHANCERY COURT OF JACKSON COUNTY, MISSISSIPPI

TREBORNOS, LLC

PLAINTIFF

vs.

CAUSE NO. 2015-1026-MLF

DANIEL K. CHANG; JULIA W. CHANG;
 THE KNOWN OR UNKNOWN HEIRS OF THE
 AFORESAID INDIVIDUAL DEFENDANTS;
 WHITNEY BANK f/k/a HANCOCK BANK d/b/a HANCOCK BANK;
 WELLS FARGO BANK;
 THE STATE OF MISSISSIPPI, BY AND THROUGH
 ATTORNEY GENERAL JIM HOOD;
 JACKSON COUNTY, MISSISSIPPI;
 ANTHONY "TONY" N. LAWRENCE, III, IN HIS CAPACITY
 AS JACKSON COUNTY DISTRICT ATTORNEY;
 AND ANY AND ALL PERSONS HAVING OR CLAIMING ANY
 LEGAL OR EQUITABLE INTEREST IN AND
 TO THE WITHIN DESCRIBED LANDS SOLD FOR TAXES

FILED

MAR 02 2016

1082016 P.109484
 JOSH ELDRIDGE, CLERK
 By *Amela White*



201603460 3 PGS

DEFENDANTS

JUDGMENT CONFIRMING TAX TITLE

THIS CAUSE came to be heard on Motion for Judgment and other pleadings filed by Plaintiff, TREBORNOS, LLC, and the Court, being fully advised in the premises, does hereby find as follows:

1. The Plaintiff filed its Complaint to Confirm Tax Title in and to the following described land in Jackson County, Mississippi:

Parcel No. 1: Tax Parcel No. 82438110.000

Commence at the southeast corner of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Claim Section 38, Township 7 South, Range 7 West, and run North 73° West 1389.93 feet, thence North 2898.26 feet to the South margin of Old Spanish Trail, thence North 76° East 379.23 feet to the **Point of Beginning**; thence from said Point of Beginning run South 1356.99 feet, thence South 76° East 660.30 feet, thence North to South margin of Spanish Trail, thence northwesterly along the South margin of Spanish Trail to the Point of Beginning.

Parcel No. 2: Tax Parcel No. 82438100.000

Begin at the northwest corner of Lot 20, Old Shell Landing Subdivision, and run thence North 89° West 483.91 feet; thence North 10° West 1150.22 feet; thence North 59° West 176.51 feet; thence North 314.19

feet; thence South 76° East 910 feet; more or less, thence South to the **Point of Beginning**.

Parcel No. 3: Tax Parcel No. 82438100.125

Begin at a point on the East line of the West ½ of Claim Section 38, Township 7 South, Range 7 West, where said East line intersects the South margin of Old U.S. Highway 90 (also known as Old Spanish Trail); thence run South to the northwest corner of Lot 16, Old Shell Landing Subdivision, thence North 87° West 1361 feet; thence North 1330 feet, more or less; thence South 76° East 410 feet; thence North 1356 feet to the South margin of Old U.S. Highway 90; thence southeasterly along the South margin of Old U.S. Highway 90 to the **Point of Beginning**.

2. The Defendants named in this Paragraph 2 of this Judgment was served with process according to law; and said Defendants failed to answer or otherwise defend against the suit within the time provided by law; and pursuant to Rule 55(a) MRCP, the Plaintiffs filed their Application to the Clerk for Entry of Default and supporting Affidavit as against the Defendants, **DANIEL K. CHANG; JULIA W. CHANG; THE KNOWN OR UNKNOWN HEIRS OF THE AFORESAID INDIVIDUAL DEFENDANTS; WHITNEY BANK f/k/a HANCOCK BANK d/b/a HANCOCK BANK; WELLS FARGO BANK; AND ANY AND ALL PERSONS NOT NAMED IN THIS ACTION HAVING OR CLAIMING ANY LEGAL OR EQUITABLE INTEREST IN AND TO THE WITHIN DESCRIBED LANDS SOLD FOR TAXES**, and who have not appeared in this lawsuit.

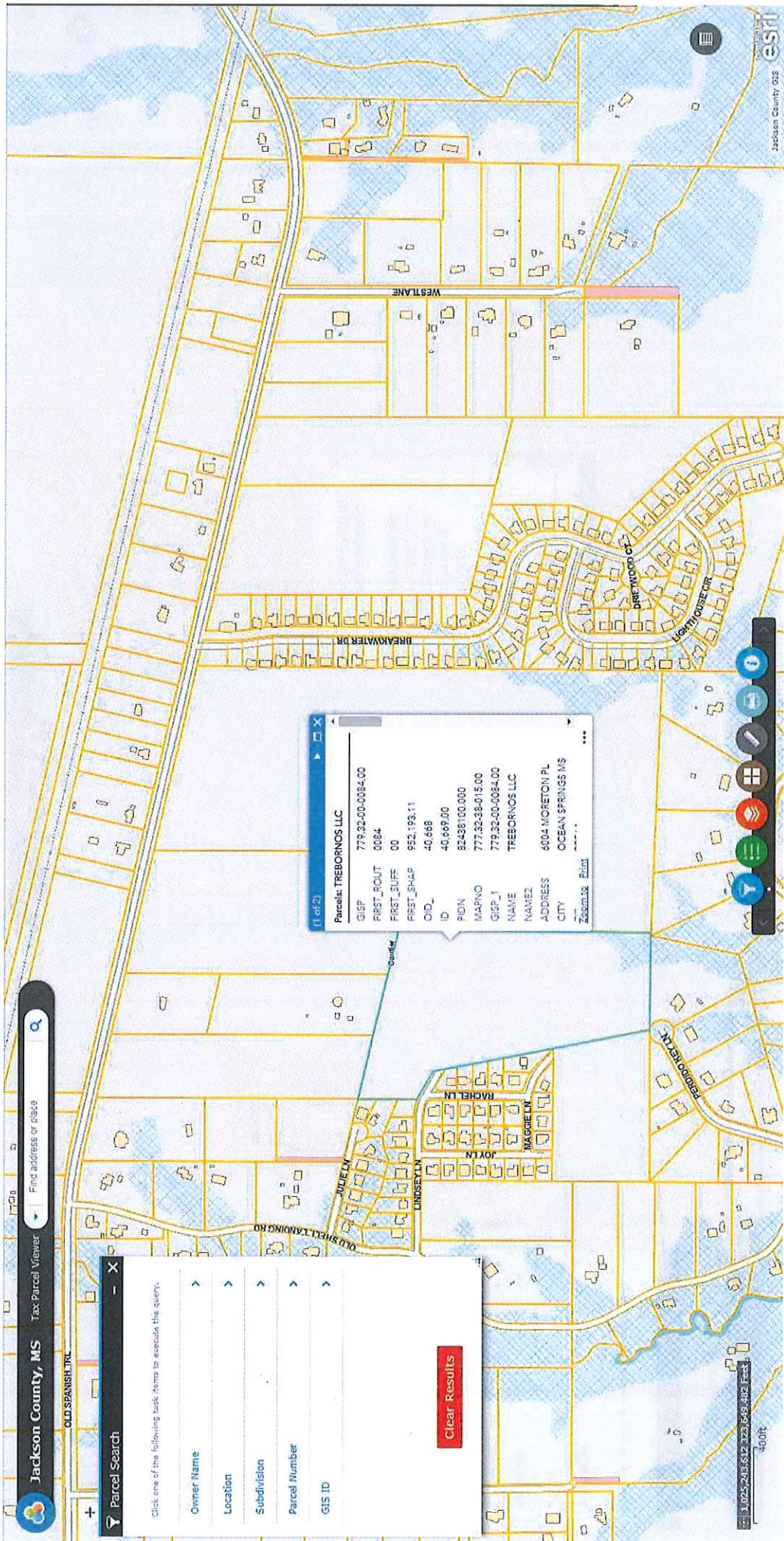
3. Upon application of the Plaintiff, supported by the Affidavit of Counsel, the Clerk has entered a Clerk's Entry of Default on the record as against the Defendants named in Paragraph 2 of this Judgment.

4. Defendant, **JACKSON COUNTY, MISSISSIPPI**, filed its Answer to the Complaint on or about July 6, 2015, disclaiming any interest in the real property described herein.

5. Defendants, **THE STATE OF MISSISSIPPI** and **ANTHONY LAWRENCE, DISTRICT ATTORNEY**, filed their Answer to the First Amended Complaint on or about July 17, 2015 disclaiming any interest in the real property described herein.

6. Defendants, **DANIEL K. CHANG** and **JULIA W. CHANG**, withdrew their Answer filed on or about July 9, 2015 and now consent to a Judgment placing title to the real property in the Plaintiff per their Withdrawal of Answer and Consent of Judgment filed December 21, 2015.

7. Pursuant to Rule 55(b) MRCP, the Plaintiff is entitled to a final judgment granting the relief sought by the Plaintiff in its Complaint as to the Defendants named in Paragraph 2 of this



Jackson County, MS

Tax Parcel Viewer

Find address or place

Parcel Search

Click one of the following task items to execute the query.

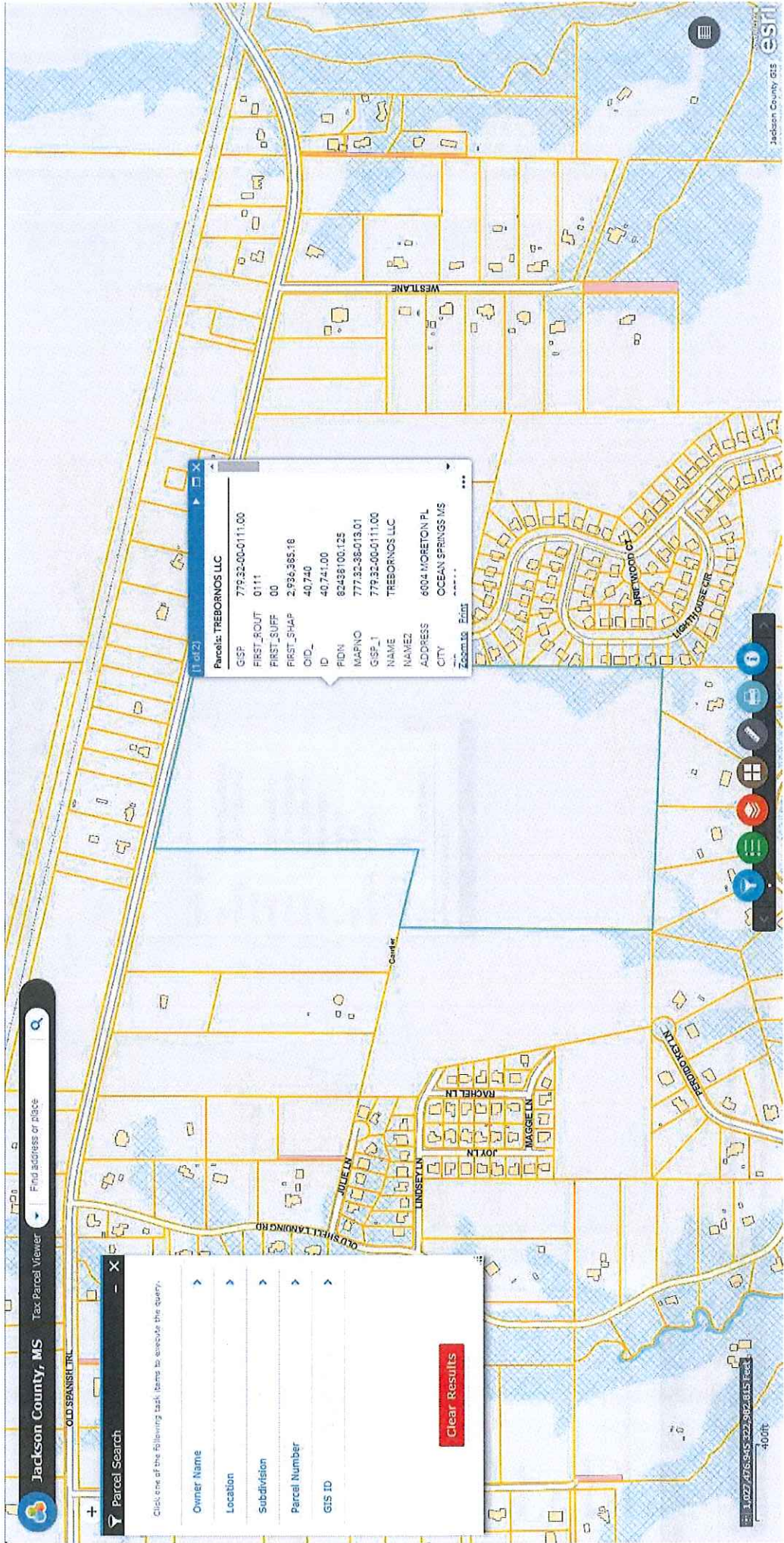
Owner Name	>
Location	>
Subdivision	>
Parcel Number	>
GIS ID	>

Clear Results

1 of 2

Parcels: TREBORNOS LLC	
GISF	779.32-00-0084.00
FIRST_ROUTE	0084
FIRST_SUITE	00
FIRST_SHIP	952.193.11
OID	40.668
ID	40.669.00
PIDN	82438100.000
MAPNO	777.32-38-015.00
GISF_I	779.32-00-0084.00
NAME	TREBORNOS LLC
ADDRESS	8004 MORETON PL
CITY	OCEAN SPRINGS MS

Zoom In Print



Jackson County, MS Tax Parcel Viewer

Find address or place

Parcel Search

Click one of the following task items to execute the query.

Owner Name	>
Location	>
Subdivision	>
Parcel Number	>
GIS ID	>

Clear Results

Parcel: TREBORNS LLC

GSP	77932-00-0111.00
FIRST_ROUTE	0111
FIRST_SUPP	00
FIRST_SHAP	2936385.16
OID	40740
ID	40741.00
PIDN	8248100.125
MAPNO	77732-35-013.01
GSP_1	77932-00-0111.00
NAME	TREBORNS LLC
NAME2	
ADDRESS	6004 MORETON PL
CITY	OCEAN SPRINGS MS

Zoom In Print

0 1,027,476.945 222,982.815 Feet 400ft

NOTARIZED AUTHORIZATION OF OWNER

I/We, TREBORNOS LLC as the sole or joint fee simple title holder(s) of the properties described as parcel numbers: 82438100.125 & 82438100.000, authorize Southern Lifestyle Development, LLC (SLD), and/or JADE Consulting, LLC their consultants to act as our agent to seek Rezone/PUD, subdivision, site plan/development, DOT, County, DEP approvals, and/or all regulatory approvals in connection therewith, on the above referenced property.

Company: Trebornos, LLC

By: Paul R. Campo
As Its: MANAGING MEMBER

Address: 6004 Moreton PL
Ocean Springs, MS 39564

Phone: 228-239-3955 Fax: N/A
Email: paulcampo@hotmail.com

STATE OF Mississippi
COUNTY OF Sackson

The forgoing instrument was acknowledged before me this 12 day of Feb, 2019 by PAUL R. CAMPO - TREBORNOS, LLC as its MANAGING MEMBER who is personally known to me or who has produced Driver's License (type of ID) as identification and who did not take an oath.



Nathan Roberts
NOTARY PUBLIC - STATE OF MS
Nathan Roberts
NAME OF NOTARY - TYPED OR PRINTED

COMMISSION NO: Dec. 3, 2021

Appendix C HOA Restrictions draft

THIS INSTRUMENT PREPARED BY:

() _____

STATE OF MISSISSIPPI:
COUNTY OF JACKSON:

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

HILLCREST SUBDIVISION, PHASE ONE

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this _____ day of _____, 2019, by SMART LIVING, LLC, a Delaware limited liability company ("Declarant").

WITNESSETH:

WHEREAS, on _____, 2019, Declarant recorded in Plat Book _____, Pages ____ of the Office of the Chancery Clerk of Jackson County, _____, Mississippi, a subdivision plat for Hillcrest Subdivision, Phase One ("Plat of Subdivision") pertaining to certain real property owned by Declarant in Jackson County, Mississippi, as more specifically described on Exhibit "A" hereto.

WHEREAS, the real property shown on the Plat of Subdivision described above is intended to be developed as single subdivision known as Hillcrest together with certain additional parcels of real property owned by Declarant, as more specifically described in Exhibit "B" hereto (the "Additional Phases"), and such Additional Phases may hereafter be made subject to this Declaration in accordance with the terms hereof.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE
GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) "Additional Property" shall mean and refer to that certain real property described on "Exhibit B" attached hereto.
- (b) "Adult" means a person of age twenty-one (21) or older.
- (c) "Architectural Review Committee" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (d) "Articles of Incorporation" means the Articles of Incorporation of Hillcrest Owners Association, Inc., a Mississippi non-profit corporation, as recorded in the records of the Office of the Secretary of State of Mississippi, as the same may hereafter be amended, altered or repealed from time to time.
- (e) "Association" means Hillcrest Owners Association, Inc., a Mississippi non-profit corporation.
- (f) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.
- (g) "Builder" means any commercial home builder or contractor who is in the business of constructing residential structures to sell to owner-occupants.
- (h) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time.
- (i) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association.

- (j) "Community Property" means all of the Lots and the Common Area, collectively.
- (k) "Declarant" means Smart Living, LLC, a Delaware limited liability company, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.
- (l) "House" or "Home" means any single-family dwelling unit situated upon a Lot.
- (m) "Lot" means each and every numbered lot shown on the Plat of Subdivision.
- (n) "Member" means every person or entity who is a member of the Association.
- (o) "Mortgagee" means a holder or beneficiary of any mortgage, deed of trust, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (p) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- (q) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company, or other entity.
- (r) "Plat of Subdivision" has the meaning ascribed to such term hereinabove and shall also include any additional plat or plats or real property that are hereafter recorded where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.
- (s) "Subdivision" means Hillcrest Subdivision, Phase 1, a subdivision as shown on the Plat of Subdivision, including Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.
- (t) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Jackson County, Mississippi, or (ii) three (3) months after 100% of the lots in the Subdivision, including lots to be created in the Additional Property in accordance herewith, have been conveyed to persons other than Declarant or Declarant's successors or assigns; provided however, in the event of a conflict between Mississippi law and the foregoing, the applicable Mississippi law controls.

1.04 Purposes. It is intended that the Subdivision development will be a residential community of high esteem and quality homes.

ARTICLE TWO COMMON AREA

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. Buildings and improvements of a permanent nature erected or placed on the Common Area and any activities that alter the nature of the Common Area shall require the prior approval of the Members. The Association has the right to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area facilities, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area. The necessary work or maintenance, repair and replacement of the Common Area and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Articles of Incorporation and the Bylaws.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 Restrictive Covenant on Common Area. A restrictive covenant is hereby imposed on the Common Area such that no part of the Common Area may be developed for residential or commercial purposes; provided, however, that Declarant and/or the Association shall have the right, but not the obligation, to construct and install amenities on the Common Area that are for the use and enjoyment of the Members, subject to the terms and conditions hereof and any rules and regulations adopted by the Association. This restrictive covenant shall run with each Lot and shall exist for the benefit of the Owners and be binding upon, their successors and assigns.

2.04 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.05 Easements.

- (a) Easements and Buffer Strips. All easements and buffer strips shown on the Plat of Subdivision, if any, are hereby adopted as part of this Declaration and all Lots in the Subdivision shall be subject to such easements and buffer strips.
- (b) Structures. No dwelling unit, house, home, and/or other structure of any kind shall be built, erected, or maintained upon any easement, and said easements shall at all

times be open and accessible to public and quasi-public utility corporations, and to other persons erecting, constructing, or servicing such utilities, and to the Association, its successors or assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under, and upon said locations for the carrying out of any of the purposes for which said easements are hereby reserved and may hereafter be reserved.

- (c) Overhead Wires. No Lot shall be served with any overhead electrical or communications service, and no Lot Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

2.06 Control of Common Area. The Association may, upon approval by the Members, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.08 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility, or from any portion of the Common Area, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

ARTICLE THREE
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01 The Association. The operation and administration of the Common Area shall be handled by the Association. The Association shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Owners with reference to the Common Area and with reference to any and all other matters in which all of the Owners have a common interest. The Association shall have all the powers and duties set forth in the Articles of Incorporation and the Bylaws. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and further, shall have the right to grant permits, licenses, and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Area. The Board of Directors shall have the authority and duty to levy and enforce the collection of general and specific assessments for common expenses and is further authorized to provide adequate remedies for failure to pay such assessments.

3.02 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.03 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.04 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

3.05 Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area (the "Reserve Account"). The Reserve Account shall be maintained out of regular assessments for common expenses.

ARTICLE FOUR
COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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, (2) special assessments for capital improvements to the Common Area, and (3) the lien for assessments for capital improvements to the Common Area by any governmental entity ("Governmental Assessments"), as such assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and Governmental Assessments, together with interest, costs, an administrative late fee and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent assessments. Each such assessment, together

with interest, costs, administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title.

4.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. The Association shall have the obligation to maintain the Common Area (including, without limiting the generality of the foregoing, any and all easements, drainage facilities, landscaping, structures, holding and retention ponds, and landscape entryways, and the like, whether denominated as such or otherwise) and shall pay all ad valorem property taxes assessed upon them. The Association may fund in the Reserve Account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any part of the Common Area.

4.03 Annual Assessments. To provide the total sum necessary for the insurance, purchased by the Association hereunder, the Reserve Account, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Area, and any and all other expenses of the Association, each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot owned shall be calculated as set forth in the Articles of Incorporation. The amount of assessment assessed against each Member as provided under the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual assessment period.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual assessments authorized above, the Board of Directors 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 and any entrance wall or signage, including fixtures and personal property related thereto; provided, however, that the total of all such special assessments for any given calendar year shall not exceed \$500 per Lot, unless such special assessments in excess of such total are approved by the affirmative vote of the Members holding a majority of the voting rights in the Association.

4.05 Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to a particular Lot upon conveyance of the Lot to any Owner who is not Declarant or a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and one-fourth (1/4th) of any annual maintenance or other special assessment shall be due each calendar quarter.

4.06 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon at a rate to

be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Mississippi. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, foreclose a lien against the property or seek injunctive relief. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any assessment within thirty (30) days of the applicable due date.

4.07 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein, except for any Governmental Assessment, shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage on said Lot or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except any Governmental Assessment. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior Owner from any personal liability for any unpaid assessments occurring prior to said sale or transfer.

4.08 Estoppel Letter. The Association shall, within thirty (30) days after receiving a written request therefor and for a reasonable charge, as established by the Board of Directors, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

ARTICLE FIVE

MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Each Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural

repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the House and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be a special assessment against the Owner responsible therefor and the Lot of such Owner.

ARTICLE SIX

ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Member requesting a copy of same from the Association. After Declarant has approved DSLD Homes Gulf Coast, LLC's ("DSLDC") master house plans, no further approval shall be needed prior to DSLDC's construction of the approved plans on a particular Lot.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee

fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given.

6.03 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section 6.03, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.04 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE SEVEN **USE RESTRICTIONS**

7.01 Residential Use. Each Lot is hereby restricted to a private, single-family dwelling for residential use.

7.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Association; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot but assessed and governed as two Lots.

7.03 Signs. No sign of any kind shall be displayed on any Lot, except (i) that any Owner actively attempting to sell his Lot may place a "for sale" sign of less than four (4) square feet on his Lot; (ii) during the building of homes in the Subdivision, the Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein; and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within ten feet (10') of any entrance to the home.

7.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.05 Design Criteria; Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

- (a) Any House shall contain a minimum of One Thousand Seven Hundred (1,700) square feet of heated and cooled living space.
- (b) No House may exceed two (2) habitable stories above grade.
- (c) All sidewalks shall be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. Accordingly, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review Committee. Each Owner shall construct or cause to be constructed on his or her Lot the approved sidewalk upon completion of the House on his or her Lot and before occupancy thereof.
- (d) The residential structure shall contain a minimum of a 2-car garage; provided however, that no garage may have a flat roof and any such garage shall be in conformity with the general architecture of the primary residential building or structure.
- (e) Air conditioning and heating units, blowers, towers, condensers or structures related thereto, when erected between the side of any building or structure and the side Lot line of the Lot on which said building or structure is located, shall be enclosed in conformity with the general architecture of the primary residential building or structure, or shielded by shrubbery. No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.
- (f) Underground electrical distribution facilities are required, and no overhead electrical or similar wiring or lines shall be permitted.
- (g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as to minimize visibility from the front of the Lot and shall be placed on the back or side of any roof.
- (h) All vents protruding from roofs shall be painted the same color as the roof covering.
- (i) Driveway must be made of concrete, or if not, the alternative surface must be approved by the Architectural Review Committee.

- (j) During construction, all vehicles, including those delivering supplies, must be parked on the building lot where the construction is under way so as not to unnecessarily damage trees.
- (k) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the House and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.
- (l) Walls or fences constructed or erected on any Lot shall be of ornamental iron, or wood construction. No wall or fence shall be constructed from the front property line to 20 feet behind the corner of the house nearest front property line. All Lots shall be grassed in the entire cleared designated yard area by sodding and the yard shall be landscaped upon the completion of construction and before occupancy. Notwithstanding the foregoing, no Owner shall be required to grass, landscape or maintain any portion of a Lot that constitutes a wetland, a stream, a wetland or stream buffer, or any portion of a Lot which is otherwise inaccessible from the front of the Lot due to the presence of wetlands or streams that bisect the Lot. It shall be the Owner's responsibility to maintain any landscaping, walls or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition.
- (m) No outside clothes lines shall be permitted.
- (n) Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.
- (o) Any roof constructed over any structure on any Lot must be covered with composite shingles or such other types of roof coverings of a higher grade and quality than composite shingles as are approved by the Architectural Review Committee.

7.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times.

7.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.08 Miscellaneous. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure is attached to the House erected on the same Lot and the architecture and character of such structure matches that of said House. Notwithstanding the foregoing, one (1) accessory building may be erected, placed or set on any Lot if such structure is: (a) no more than eight (8) feet in height; (b) located upon the back yard of such Lot; (c) enclosed on all sides by a wooden fence of at least six

(6) feet in height; (d) of the same architecture and character of the House located on such Lot; and
(e) approved by the Architectural Review Committee.

7.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.10 Vehicles.

- (a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles and campers shall not be parked or stored on any Lot. Boats shall be parked in garages or shall be stored out of sight from all neighbors and fully screened by a privacy fence of no less than six (6) feet in height.
- (d) No permanent parking on streets is allowed. Parking in yards is strictly prohibited.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot.

7.11 Construction.

- (a) When the construction of any improvement upon any Lot has begun, work thereon shall be pursued diligently and continuously until full completion. During construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such Lot only at such a location as to not interfere with the flow of traffic in the Subdivision, and such vehicle shall not be parked on the streets and roads of the Subdivision. All construction sites must be kept clean, and debris shall not be allowed to accumulate. During construction, the use of dumpsters for routine cleaning of construction sites is permitted.
- (b) No residence constructed on any Lot may be occupied prior to its substantial completion.
- (c) Landscaping shall be completed within sixty (60) days after completion of construction.

- (d) In addition to compliance with the requirements set forth under this Declaration, any and all improvements on any Lot shall comply with the standards and provision of Jackson County, and its applicable building code.

7.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.13 Commercial Activity. No commercial activities of any kind whatsoever shall be conducted in any building or in any portion of any Lot; provided, however, that a Lot Owner may conduct a business entirely within his Home so long as such business uses only ten percent (10%) of the total square footage of such Home and so long as such business is secondary to the use of the Lot for residential purposes. DSLD Homes Gulf Coast, LLC shall be allowed to have and operate a model home as long as DSLD Homes Gulf Coast, LLC owns a lot in Hillcrest Subdivision.

7.14 Outdoor Lighting. All outside lights shall be of an intensity not to exceed 100 watts and shall be placed so as to avoid an annoyance to any neighbor. Said lighting shall be turned toward the ground and shall be shielded completely or by frosted glass or plastic in all directions so that it does not shine toward neighboring Lots. Flood lights which shine all night are specifically prohibited.

7.15 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition.

7.16 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

7.17 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.18 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings. Notwithstanding the foregoing, in the event the Association purchases any flags or other decorative items, each Owner shall hang any such flag or other decorative item from the exterior of such Owner's Home, at the location, in the manner and at such times as shall be required by the Association in the Association's sole and absolute discretion.

7.19 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosene, naphtha or

benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors.

7.20 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted.

7.21 Windows and Window Treatments. Reflective glass shall not be permitted on the exterior of any House or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted.

7.22 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

7.23 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

ARTICLE EIGHT **ADDITIONAL RESTRICTIONS**

8.01 Leasing. Homes and Lots may be leased by an Owner for residential purposes only; provided, however, that such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Lots and Homes and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction. No such lease shall be for less than one (1) year. Further, all leases must be in writing, with a copy provided to the Association upon request by the Association. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder.

8.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to mortgage his Lot.

8.03 Regulations. Reasonable regulations concerning the use of the Lots and the Common Area may be made and amended from time to time by the Board of Directors.

8.04 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

ARTICLE NINE

ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/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 imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or 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.

9.02 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

- (a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and
- (b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof.

9.03 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for fifty (50) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the

Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.05 No Additional Burden. Except as provided in Article Ten, no amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.06 Amendments. Except as provided in Article Ten, this Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE TEN

RESERVED DECLARANT RIGHTS

10.01 General Reserved Rights. Until Turnover, Declarant reserves unto itself, its successors and assigns:

- (a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.
- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.
- (c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

All of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any or all of the Additional Property subject to all or any of the terms and conditions of this Declaration, and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. Declarant's option to annex any Additional Property in accordance with this Section shall expire upon Turnover. The Additional Property may be annexed in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (a) no Additional Property shall be subject to this Declaration unless and until Declarant executes an amendment to this Declaration affirmatively exercising Declarant's rights hereunder and records such amendment in the office in which this Declaration is recorded, and (b) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section. Declarant shall also have the sole and exclusive right to alter, or otherwise replace with other terms, the terms of Section 7.05 hereof as those terms pertain to any Lots created out of such Additional Property.

10.03 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner.

10.04 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

ARTICLE ELEVEN **INSURANCE; CASUALTY**

11.01 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Accordingly, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area

covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

11.02 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

11.03 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the

Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

11.04 Damage and Destruction – Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction.

ARTICLE TWELVE **MISCELLANEOUS**

12.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

12.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

12.03 Applicable Law. The laws of the State of Mississippi shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including without limitation fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

12.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

12.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

12.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision

in accordance with Mississippi law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

12.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

12.08 Conflict Between Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles of Incorporation and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Articles of Incorporation shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

DECLARANT:

SMART LIVING, LLC,
a Delaware limited liability company

By: _____
Name: Louis W. Breland
Its: Manager

STATE OF ALABAMA :

COUNTY OF MADISON :

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **Louis W. Breland**, who acknowledged that he is the Manager of SMART LIVING, LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

All property within the Hillcrest Subdivision as shown on the Plat recorded in ____ at Pages ____ in the Office of the Chancery Clerk of Jackson County, Mississippi, ____ Judicial District, including, without limitation, Lots __ through __; Lots __ and __; and all common areas (if any) shown thereon.

EXHIBIT "B"
DESCRIPTION OF THE ADDITIONAL PROPERTY

Appendix D Flood Map

National Flood Hazard Layer FIRMette



30°23'34.81"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone A, V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes, Zone X
Area with Flood Risk due to Levee Zone D

OTHER AREAS

Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

OTHER FEATURES

Cross Sections with 1% Annual Chance Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature

MAP PANELS

Digital Data Available
No Digital Data Available
Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

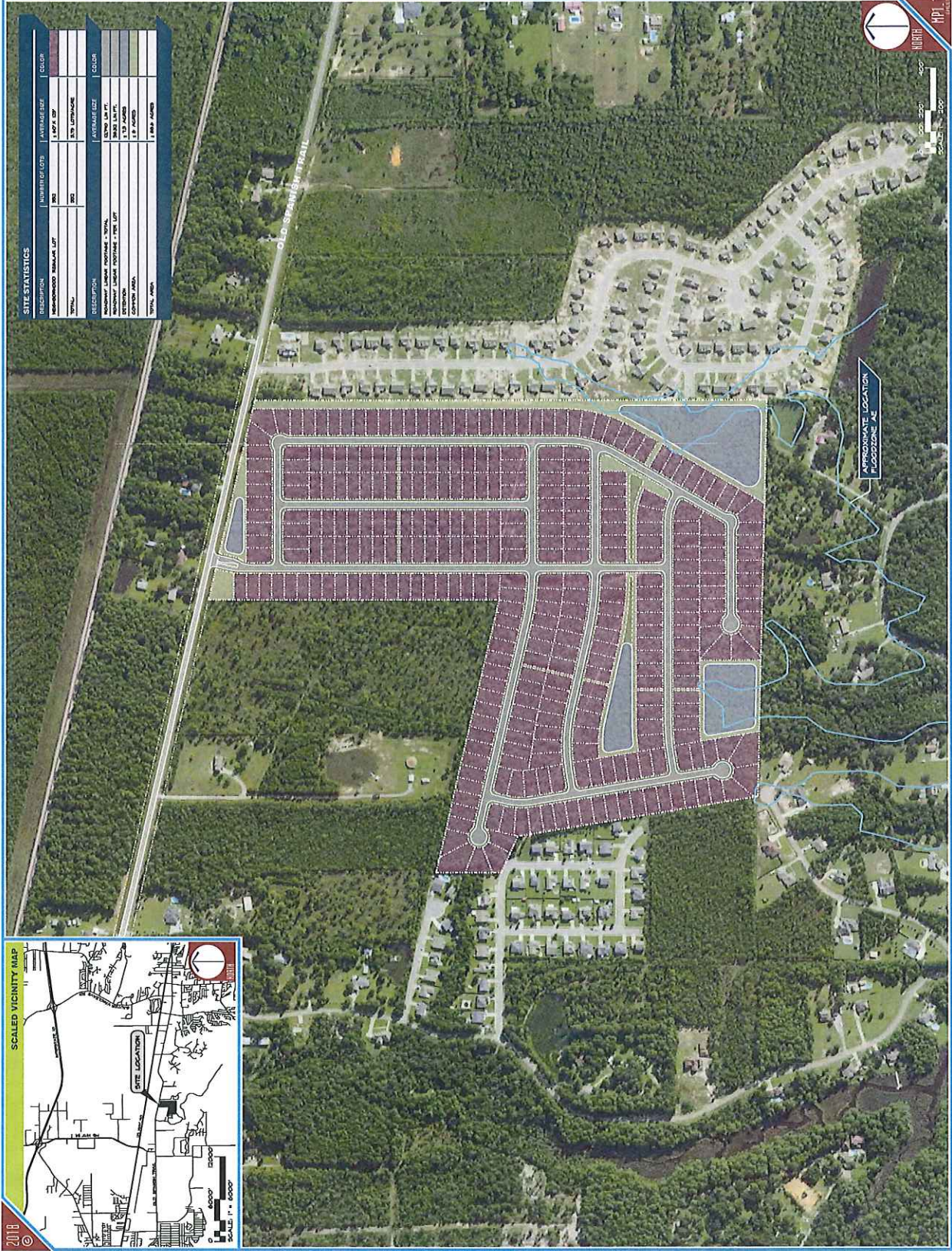
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **2/18/2019 at 12:09:26 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

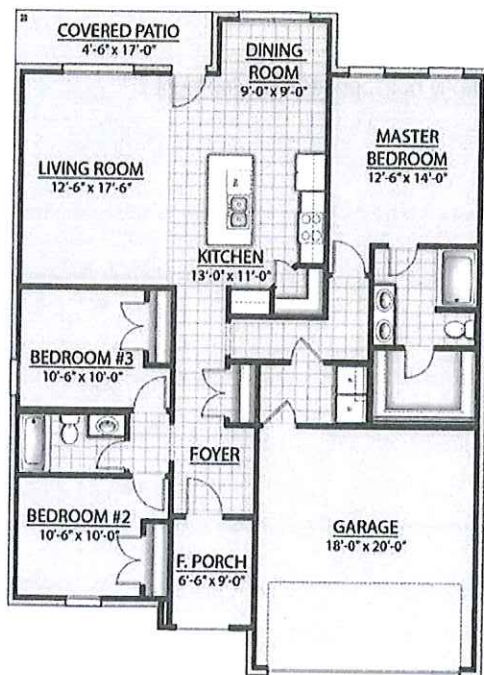
Appendix E Conceptual Master Plan with Data table

SITE STATISTICS			AVERAGE SIZE		COLOR
DESCRIPTION	NUMBER OF QTS	AVERAGE SIZE			
UNEXPOSED	100	1.024" DIA			RED
EXPOSED	100	1.024" DIA			RED
TOTAL	200	1.024" DIA			RED
DESCRIPTION	NUMBER OF QTS	AVERAGE SIZE			COLOR
UNEXPOSED	100	1.024" DIA			RED
EXPOSED	100	1.024" DIA			RED
TOTAL	200	1.024" DIA			RED
DESCRIPTION	NUMBER OF QTS	AVERAGE SIZE			COLOR
UNEXPOSED	100	1.024" DIA			RED
EXPOSED	100	1.024" DIA			RED
TOTAL	200	1.024" DIA			RED



Appendix F Example renderings of Proposed Development

THE RAYMOND A III PLAN



LIVING AREA

1517 Square Feet

TOTAL AREA

2059 Square Feet

FEATURES

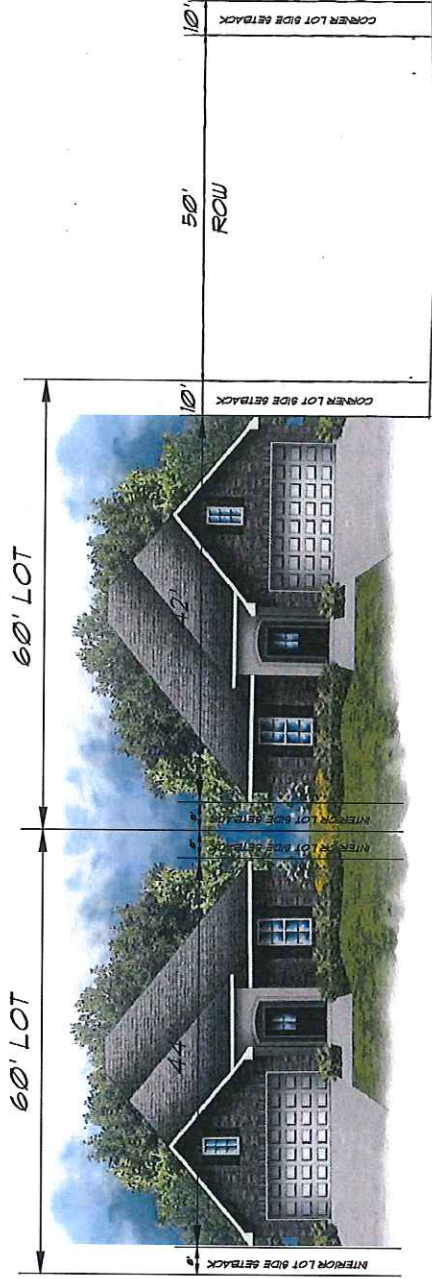
- Open Floor Plan
- Three Bedrooms, Two Bathrooms
- Brick & Stucco Exterior
- Recessed Can Lighting in Kitchen
- Double Master Vanity
- Walk-In Master Closet
- Two Car Garage
- Covered Rear Patio



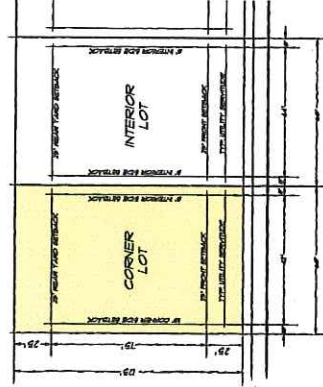
Floor plans and elevations are subject to change without notice. Elevations and renderings are artistic conceptions and may not accurately depict home styles. Windows, doors and plan configurations are subject to change per elevation. Information contained in this flyer is subject to errors, omissions, changes, withdrawals and prior sales without notice.

SINGLE FAMILY ESTATE

TYPE I



ESTATE TYPE I LOTS - TYPICAL STREET SECTION W/ ELEVATIONS
 DESCRIPTION: ESTATE TYPE I LOTS ARE GENERALLY 60' X 125' AND OCCUPIED BY SINGLE FAMILY DETACHED HOMES.



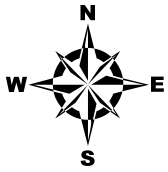
ESTATE TYPE I - PLAN SETBACKS



HILLCREST
 GAUTHIER, MISSISSIPPI

Exhibit A Location Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

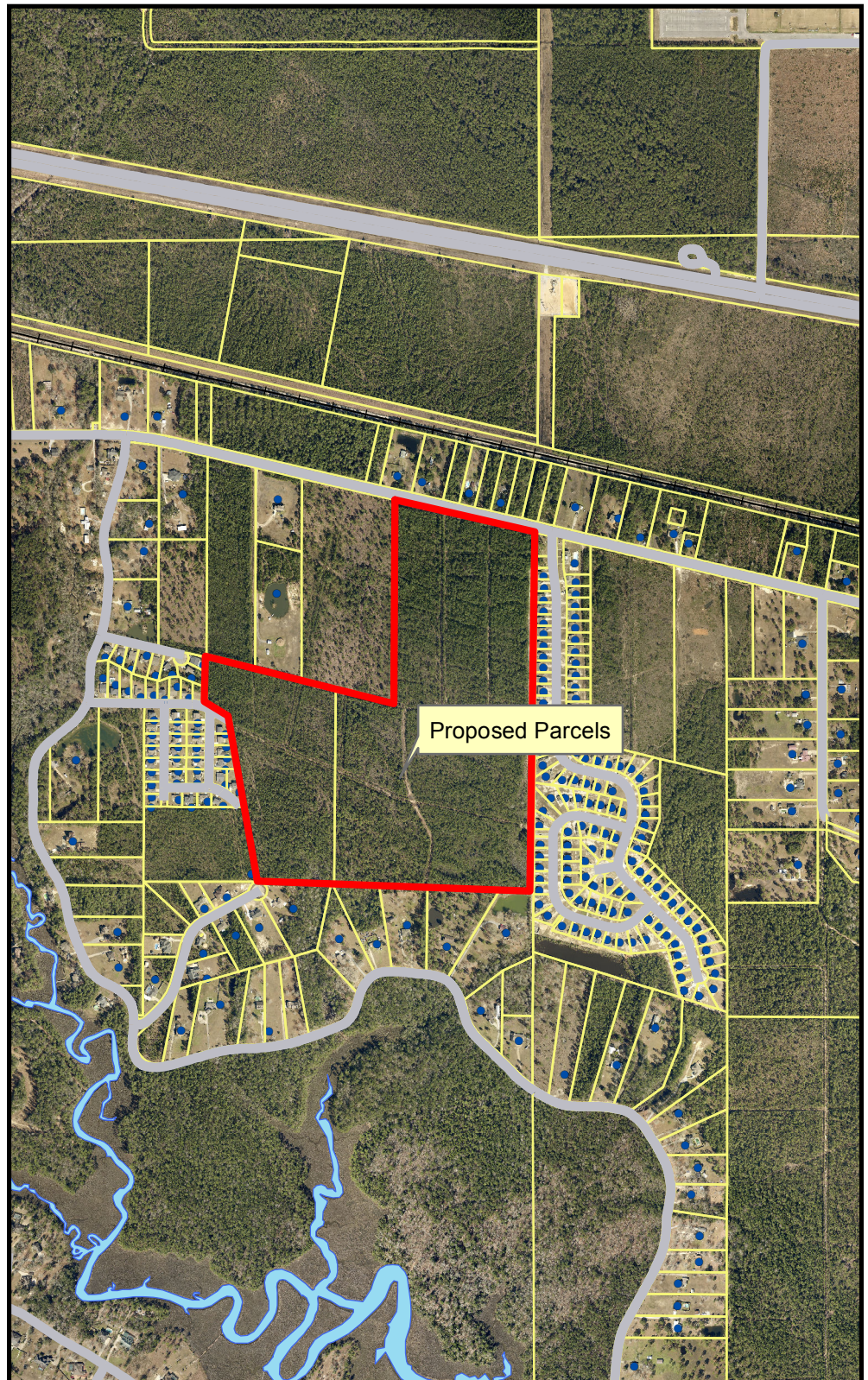
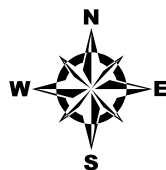


Exhibit B
Existing Zoning Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

Legend

<all other values>

ZONECODE

- AG
- C-1
- C-2
- C-3
- I-2
- MURC-1
- MURC-2
- MURC-MW
- PL
- PUD
- R-1
- R-2
- R-3
- RE
- TC

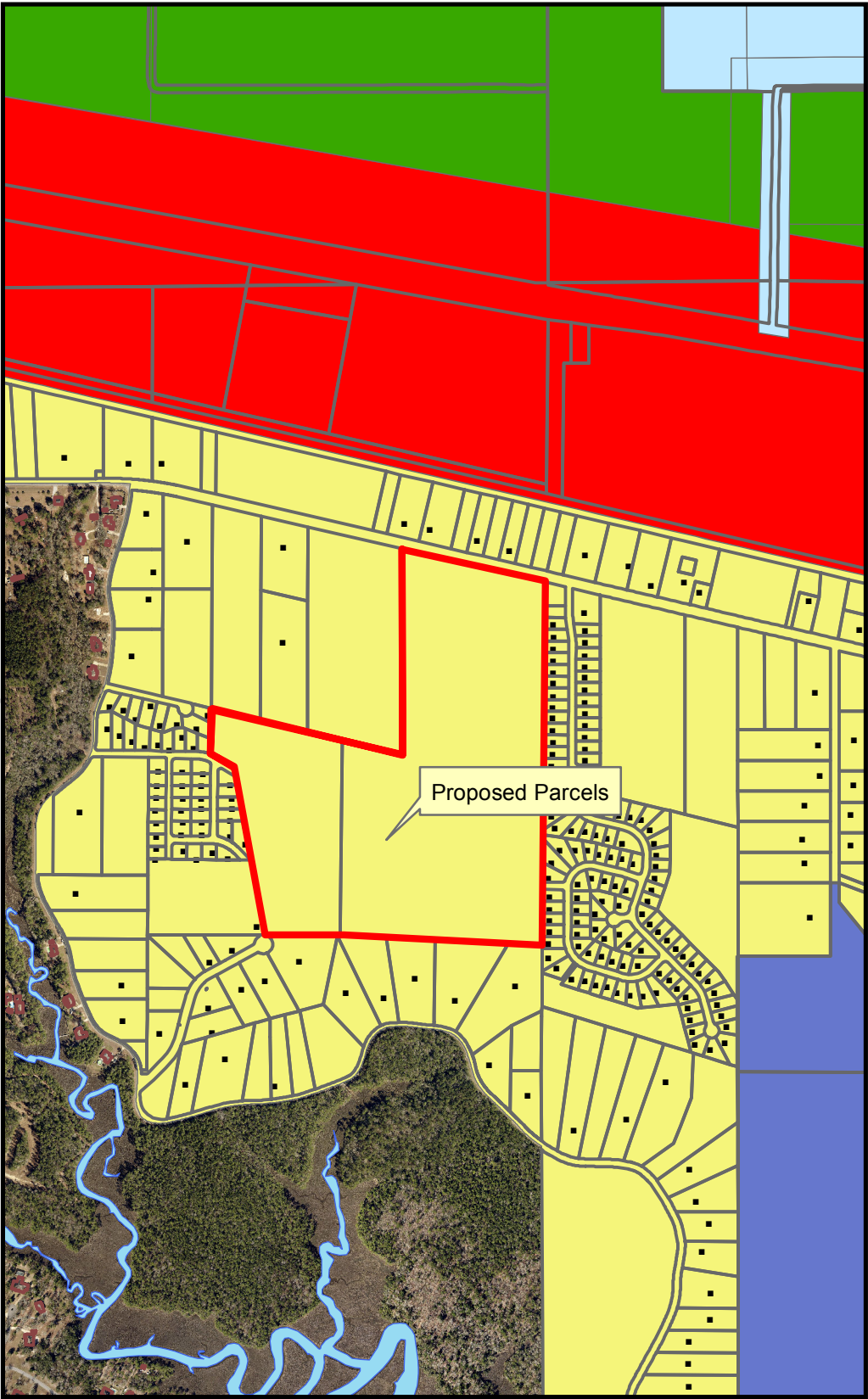


Exhibit C

Existing Land Use Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

Legend

- Gautier_Parcel Trimmed_0617
- City Limits
- CorOverlay

EXISTING LAND USE

- Commercial-Retail
- Conservation
- Civic
- Industrial
- Marina/Fish Camps
- High Density Residential
- Mobile Home
- Mobile Home Park
- Medium Density Residential
- Office
- Recreation
- Very Low to Low Density Residential
- Utility
- Vacant

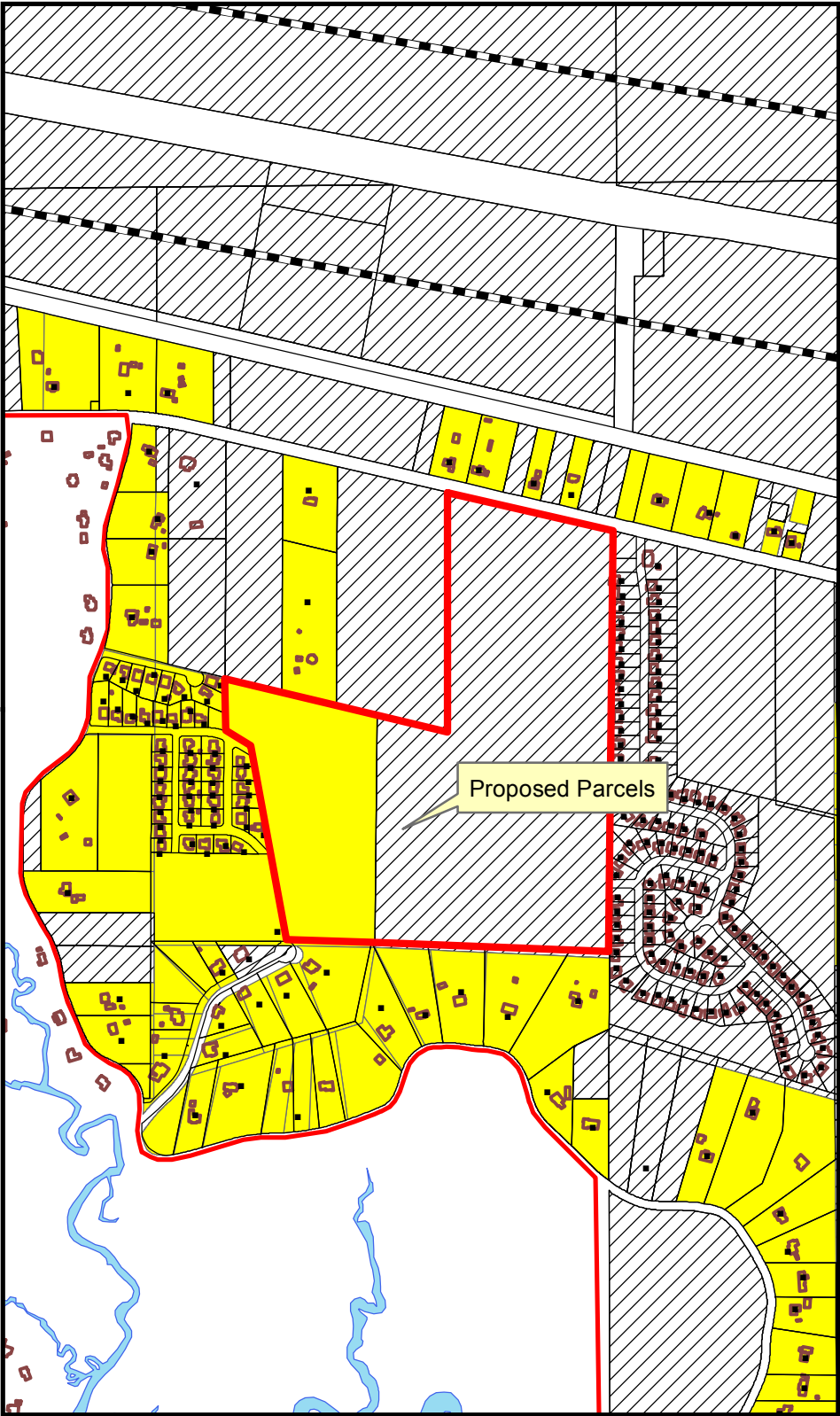
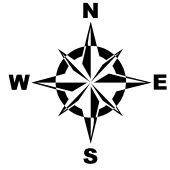


Exhibit D Future Land Use Map

City Of Gautier
Planning Department



0 400 800
Feet

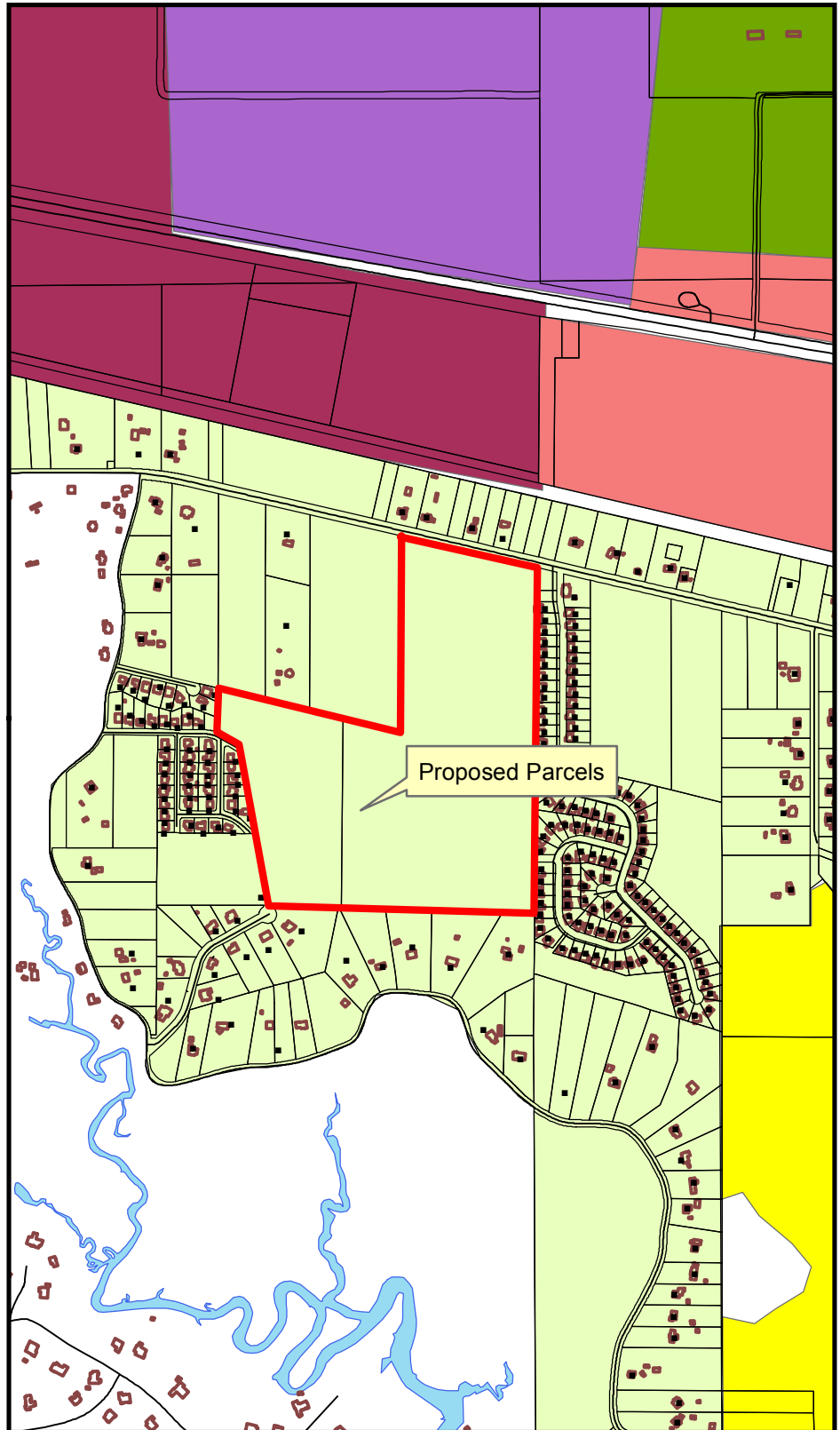
Prepared by the
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

-  Civic
-  high impact commercial
-  Conservation
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Medium Density Residential
-  Mobile Home Residential
-  low impact Commercial
-  Recreational
-  recreational commercial
-  Regional Scale Commercial
-  mixed use residential
-  Town Center
-  Very Low Density Residential



AFFIDAVIT OF RAMONA MORGAN

STATE OF MISSISSIPPI

COUNTY OF JACKSON

I, **Ramona Morgan**, do hereby certify, swear or affirm, and declare that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts and things are true and correct to the best of my knowledge:

1. I am a Planning Technician in the Planning Department of the City of Gautier, Mississippi.
2. My responsibilities in that position include mailing and publishing any notice required for public hearings on a variety of matters considered by the Gautier Planning Commission.
3. Our office received an application for REZONE/ SUBDIVISION from Prescott Bailey on 2-14-19.
4. Applications of this nature require a public hearing to be conducted by the Planning Commission.
5. The City of Gautier's Unified Development Ordinance requires notice of the public hearing to be provided to properties Win SOUFT by MAIL.
6. On or about 3/19/19, I provided notice to such individuals at the addresses attached hereto as "Exhibit A".
7. The notice provided to such individuals is attached as "Exhibit B" to this affidavit.
8. I also provided notice by publication in the MS PRESS on 3/20/19.
9. Proof of publication is attached hereto as "Exhibit C".
10. Such notice was provided in accordance with the provisions of Gautier's Unified Development Ordinance, and satisfies all such requirements.

11. As of the date of execution of this affidavit, I have received 0 written objections to the application.
12. As of the date of execution of this affidavit, I have received 2 verbal objections to the application.

Ramona Morgan
RAMONA MORGAN

Sworn to and subscribed before me this the 27 day of March, 2019.

Addie L. Bang
NOTARY PUBLIC



*Mayor
Phil Forjusen*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*City Clerk
Cynthia L. Russell*

*Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge*



*3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov*

March 19, 2019

RE: Public Hearing Application for a Rezoning
Notification of Surrounding Property Owners
GPC 19-09-RZ

Dear Surrounding Property Owner:

Public Notice is hereby given that the Planning Commission for the City of Gautier will hold a Public Hearing in the Council Chambers at City Hall, 3330 Highway 90, Gautier, Mississippi, at 5:00 P.M. on Thursday, April 4, 2019 to hear a request from Prescott Bailey, representative for Southern Lifestyle Development, for a proposed **Amendment of the Official Zoning Map** of the City of Gautier, Mississippi by the rezoning of approximately 89 acres located on Old Spanish Trail, parcel numbers 82438100.000 and 82438100.125 from R-1 Low Density Single-Family Residential to Planned Unit Development (PUD) District.

The Planning Department can be reached at 228-497-1878 or sankerson@gautier-ms.gov should you have any questions. Please reference the GPC case number above.

At the aforementioned time and place, all parties in interest shall have an opportunity to be heard.

March 20, 2019
Ad: Ms Pl. zoning A
Planning
Scott Ankerson
Ramona Morgan

PUBLIC NOTICE
ZONING MAP CHANGE
SOUTHERN LIFESTYLE DEVELOPMENT LLC
(BAILEY PRESCOTT)
OLD SPANISH TRAIL, GAUTIER
GPC #19-09-RZ
Public notice is hereby given that the Planning Commission for the City of Gautier will hold a public hearing in the Council Chambers of City Hall, 3930 Highway 90, Gautier, MS at 5:00 P.M. on Thursday, April 4, 2019, to consider a request for a proposed Amendment of the Official Zoning Map of the City of Gautier, Mississippi by Bailey Prescott representative for Southern Lifestyle Development LLC. The request is to rezone approximately 89.00 acres located on Old Spanish Trail, parcel numbers 82438100.000, 82438100.125 from R-1 Low Density Single-Family Residential to Planned Unit Development (PUD) District. The Planning Department can be reached at 228-497-1878 or ankerson@gaulier-ms.gov should you have any questions. At the aforementioned time and place, all parties in interest shall have an opportunity to be heard.
WITNESS my hand this 15th day of March, 2019.
Scott Ankerson, Director
City of Gautier Planning Department
MISSISSIPPI PRESS
March 20, 2019