

City of Southaven
Office of Planning and Development
Subdivision Staff Report



Date of Hearing:	January 29, 2024
Public Hearing Body:	Planning Commission
Applicant:	Southaven Star Landing LLC 5627 Getwell Road Bldg C Suite 4 662-253-0105
Total Acreage:	10.902 acres
Existing Zone:	Planned Unit Development (Lifepointe)
Location of Subdivision Application	North of Star Landing Road, west of Getwell Road.
Comprehensive Plan Designation:	High/Medium age restricted residential

Staff Comments:

The applicant is requesting subdivision approval for Life Pointe Village at Southaven on the north side of Star Landing Road, west of Getwell Road. The applicant is proposing to use the existing access point off of the round about as an entrance as well as a main entrance off of Star Landing Road. The proposed development shows four plex and five plex designs on zero lot line lots with rear access and front load access to the homes. There is a circular drive shown as a public ROW with 44 lots. A large swath of green space is shown buffering the lots from Star Landing Road that carries north and surrounds the entire development. An additional green space has been incorporated in the center of the main circle. The roads on the interior are shown as twenty eight (28) foot wide with all utilities inside the common open spaces. The main entry road is shown at forty nine (49) feet in width. The roundabout is an existing private ingress/egress, which the applicant has shown a public road off of.

Staff Recommendations:

This PUD allowed for attached age restricted housing which is what the applicant has submitted. Development experience in the attached age restricted housing has shown a better design with this type of layout as opposed to the original square quad plex. This design is very similar to the Villages of Brambles development. The lots are privately owned with a common space for amenities on site. There are a couple of items that need to be clarified to staff:

1. Is there a passive gated access to the site?
2. Lots 43 and 44 are quite larger which leads staff to believe that these may be amenity sites so staff would like clarification;
3. The HOA covenants should be identified and discussed at the commission regarding heated square, dues, etc.

4. It has been an ongoing issue at other age restricted areas in regards to on street parking and guest parking. The applicant should agree to posting the ROW's for no parking to allow emergency vehicles accessibility to the site and the applicant needs to incorporate several parking pads throughout the site to allow guest parking.

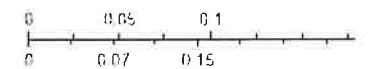
The submitted application does meet the minimum requirements set forth in the ordinance as well as the PUD text. Staff would like the items above addressed and recommends approval pending those items.

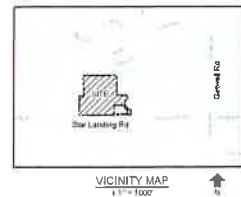
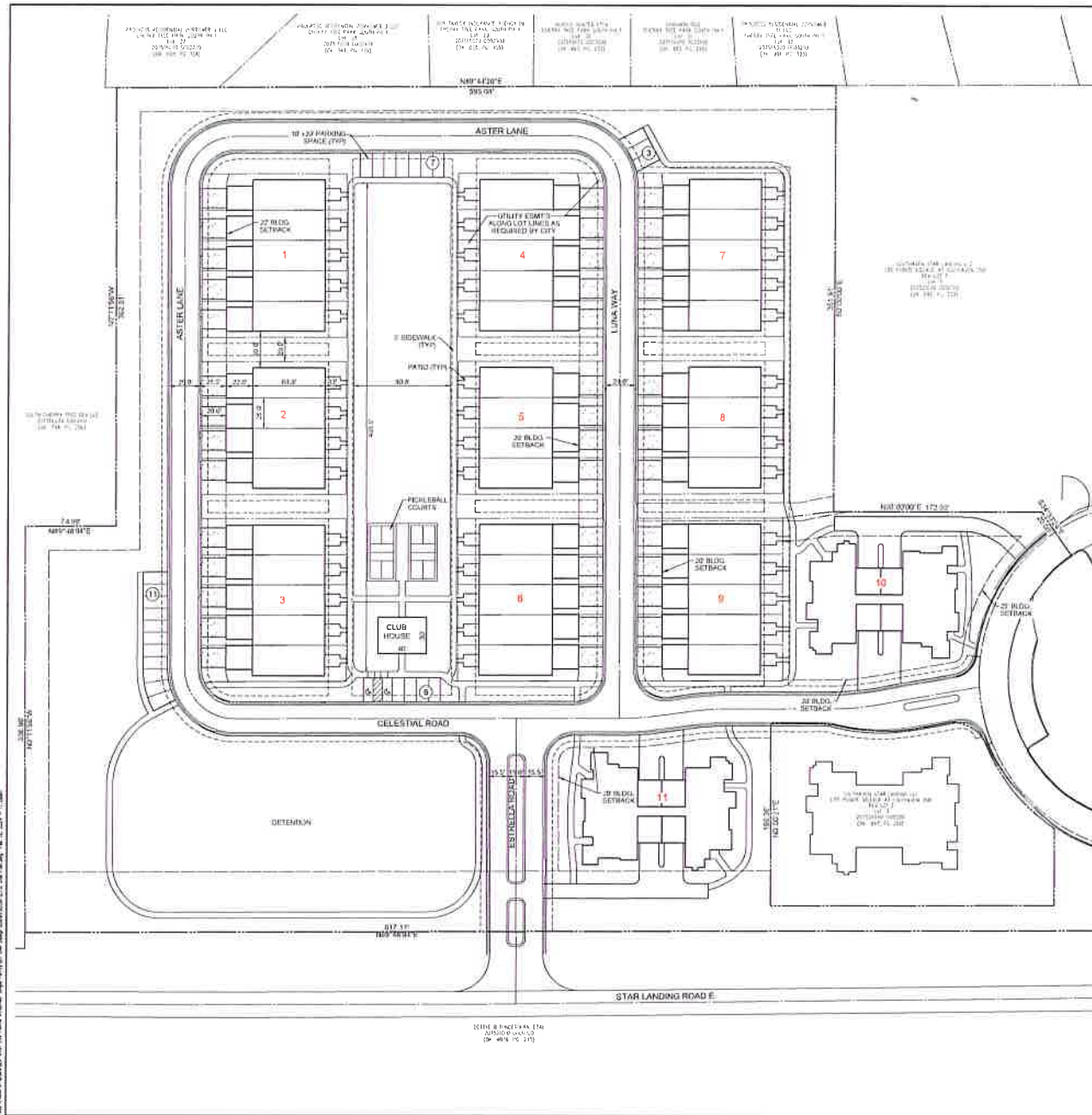
ArcGIS Web Map



1/22/2024, 9:56:02 AM

1:5,135



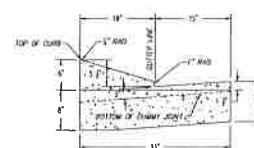


SITE PLAN NOTES:

- UNLESS NOTED OTHERWISE, ALL PAVEMENT DIMENSIONS ARE TO FACE OF CURB
- HANDICAPPED SPACES ARE 8' WIDE AND STANDARD SPACES ARE 10' WIDE
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES
- CONTRACTOR SHALL NOT CUTTER UPON, NOR UPON NON CAUSE DAMAGE TO ANY ADJACENT PROPERTIES WITHOUT PRIOR PERMISSION FROM SAID PROPERTY OWNER
- 4000 PSI CONCRETE WITH CLASS A LIMESTONE AGGREGATE AND AIR ENTRAINMENT IS REQUIRED ON ALL CURB AND GUTTER AND SIDEWALK
- ALL BUILDING DIMENSIONS HERE PROVIDED BY THE ARCHITECT CONTRACTOR SHALL VERIFY ALL ARCHITECTURAL BUILDING DIMENSIONS WITH FINAL ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION
- UPON COMPLETION OF PAVING OPERATIONS, THE CONTRACTOR SHALL INSTALL THE PAVEMENT STRIPES AND MARKINGS SHOWN HEREON. THE STANDARD PAVING STRIPES SHALL BE 4" WIDE WHITE PAINTED STRIPES (W40) HANDICAP STRIPES SHALL BE PAINTED AND SIGNED PER FEDERAL ADA REGULATIONS
- LOCATION OF EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE AND NOT NECESSARILY ALL THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING THE APPROPRIATE UTILITY AND UNDERGROUND COMPANY PRIOR TO THE INITIATION OF ANY CONSTRUCTION. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR DAMAGE TO ANY UTILITIES ENCOUNTERED WITHIN CONSTRUCTION PERIMETERS. FOR EXISTING UTILITY LOCATIONS, CALL 811.
- CONTRACTOR SHALL NOTIFY THE CITY OF SOUTHAVEN A MINIMUM OF 24 HOURS PRIOR TO BEGINNING CONSTRUCTION
- PROTECT EXISTING OVERHEAD POWER LINES TO REMAIN IN SERVICE DURING ALL PHASES OF CONSTRUCTION. COORDINATE ANY REMOVAL OR RELOCATION AS NECESSARY WITH THE CURRENT UTILITY ENTITY, THE SITE ELECTRICAL PLANS AND THE OWNER
- PROTECT ON-SITE LIGHTING AND SECURITY COMPONENTS DURING CONSTRUCTION. COORDINATE THE REMOVAL OR RELOCATION IF NECESSARY WITH THE SITE ELECTRICAL PLANS
- ALL CONSTRUCTION WITHIN PUBLIC EASEMENTS AND RIGHT-OF-WAY SHALL MEET OR EXCEED THE CITY OF SOUTHAVEN STANDARD SPECIFICATIONS. CONSTRUCTION WITHIN PRIVATE DEVELOPMENTS SHALL BE REVIEWED ON A CASE-BY-CASE BASIS.
- THE CONTRACTOR SHALL HAVE WRITTEN APPROVAL FROM THE CITY ENGINEER AND THE PROJECT ENGINEER BEFORE ANY CHANGE IN DESIGN IS MADE

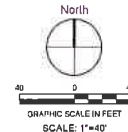
NOTES

- THE CURB EXPANSION JOINT MATERIAL SHALL BE USED IN ALL EXPANSION JOINTS
- DRAINAGE JOINTS SHALL BE INSTALLED AT 10 FT INTERVALS, MAXIMUM
- INSTALL EXPANSION JOINTS EVERY 40 FT MAXIMUM AT CHANGES OF GRADE AND A MINIMUM OF 5 FT FROM INLET STRUCTURES
- WHEN CURB AND GUTTER IS USED ON THE HIGH SIDE OF ROADWAY, THE DROPS SLOPE OF THE GUTTER SHALL MATCH THE DROPS SLOPE OF THE ADJACENT PAVEMENT UNLESS OTHERWISE INDICATED ON PLANS
- CONCRETE TO BE 4000 P.S.I.



VALLEY CURB

NOTE: Transition from valley curb to standard curb to road if a 9-12 inch scale, then detail this sheet



REV	DESCRIPTION OF CHANGE	APPROVAL DATE

SHEET 1 OF 1

SITE PLAN

LOCATION: STAR LANDING ROAD WEST OF GETWELL ROAD
SOUTHAVEN, MS

FIRST REVISION IS LOT 1
LIFEPOINTE VILLAGE AT SOUTHAVEN
DEVELOPER: SOUTHAVEN STAR LANDING, LLC
ENGINEER: THE REAVES FIRM, INC.

SURVEY: JBF, INC. DATE: 7/22/21 BOOK:

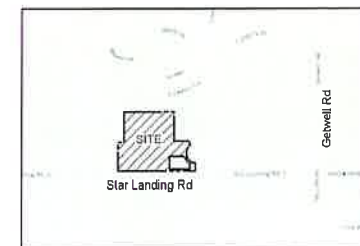
DESIGN BY: JBF, INC. DATE: 9/23/21 SCALE: 1"=40'

REVIEWED:

CITY ENGINEER: DATE:

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C1.0



VICINITY MAP
 $\pm 1'' = 1000'$



ARC TABLE					
No	RAD	ARC	TAN	CHORD	DELTA
1	28.19'	10.74'	5.44'	N11°57'59"E	10.68'
2	28.00'	11.30'	5.73'	N11°45'54"E	11.23'
3	28.00'	11.30'	5.73'	N11°45'54"E	11.23'
4	3.00'	6.07'	3.05'	S07°21'43"W	6.05'
5	11.07'	55.50'	5.45'	S45°11'56"E	11.04'
6	23.30'	9.42'	4.78'	N11°56'02"W	9.35'
7	42.00'	65.87'	42.00'	N45°11'56"W	59.40'
8	42.00'	65.87'	42.00'	N44°48'04"E	59.40'
9	42.00'	65.87'	42.00'	S45°11'56"E	59.40'
10	212.0'	36.46'	18.28'	S84°52'25"W	36.42'
11	212.0'	36.46'	18.28'	S85°56'28"W	36.42'
12	212.0'	28.57'	14.30'	S85°56'28"W	28.54'
13	193.00'	26.68'	13.36'	S85°56'28"W	26.66'
14	193.00'	26.68'	13.36'	S85°56'28"W	26.66'
15	146.00'	124.00'	66.02'	S30°46'50"W	120.31'
16	18.00'	22.69'	13.13'	S43°50'20"W	21.21'
17	18.00'	34.08'	17.07'	S48°52'25"W	34.03'
18	23.30'	29.61'	14.81'	S60°47'33"W	27.76'
19	23.30'	29.61'	14.81'	N60°47'33"W	27.76'
20	56.00'	76.89'	45.89'	N50°51'17"W	70.99'
21	56.00'	76.89'	58.00'	N44°48'04"E	78.20'
22	56.00'	76.89'	58.00'	S45°11'56"E	78.20'
23	23.30'	36.13'	23.00'	S45°11'56"E	32.53'
24	23.30'	30.06'	17.61'	S52°21'43"W	27.96'
25	28.00'	32.68'	18.48'	N56°45'54"W	30.85'
26	28.00'	32.68'	18.48'	N56°45'54"W	30.85'
27	28.00'	32.68'	18.48'	S56°45'54"E	30.85'
28	122.00'	289.38'	301.24'	S12°50'33"E	226.16'
29	150.00'	31.20'	15.65'	S84°14'28"E	31.14'
30	150.00'	59.53'	28.64'	S89°27'42"E	58.16'
31	150.00'	59.53'	28.64'	S89°27'42"E	58.16'
32	151.00'	80.71'	46.77'	S39°21'21"E	89.35'

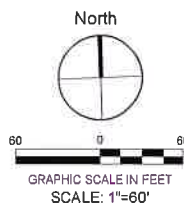
LOT AREAS					
1	3,592 SF	16	3,000 SF	31	3,000 SF
2	3,000 SF	17	3,000 SF	32	3,000 SF
3	3,000 SF	18	3,000 SF	33	3,600 SF
4	3,000 SF	19	3,600 SF	34	3,600 SF
5	3,600 SF	20	3,600 SF	35	3,000 SF
6	3,600 SF	21	3,000 SF	36	3,000 SF
7	3,000 SF	22	3,000 SF	37	3,600 SF
8	3,000 SF	23	3,000 SF	38	3,600 SF
9	3,600 SF	24	3,600 SF	39	3,000 SF
10	3,600 SF	25	3,000 SF	40	3,000 SF
11	3,000 SF	26	3,000 SF	41	3,000 SF
12	3,000 SF	27	3,000 SF	42	3,595 SF
13	3,000 SF	28	3,598 SF	43	27,668 SF
14	3,592 SF	29	3,604 SF	44	30,598 SF
15	3,592 SF	30	3,000 SF		

COMMON OPEN SPACE AREA

C.O.S. 'A' 59.292 SF

C.O.S. 'B' 139,264 SF

NOTE:
SEE SHEET 2 FOR SETBACK AND EASEMENT INFORMATION



FINAL PLAT - FIRST REVISION OF LOT 1
LIFE POINTE VILLAGE AT SOUTHAVEN

PART OF SECTIONS 16 AND 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST SOUTHAVEN, MISSISSIPPI

NORTH OF STARLANDING ROAD, WEST OF GETWELL ROAD

NUMBER OF LOTS: 44	10.902 ACRES	ZONING: PUD	PARCEL: 207521040 0000100
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OWNER: SOUTHAVEN STAR LANDING LLC

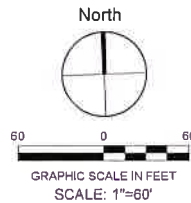
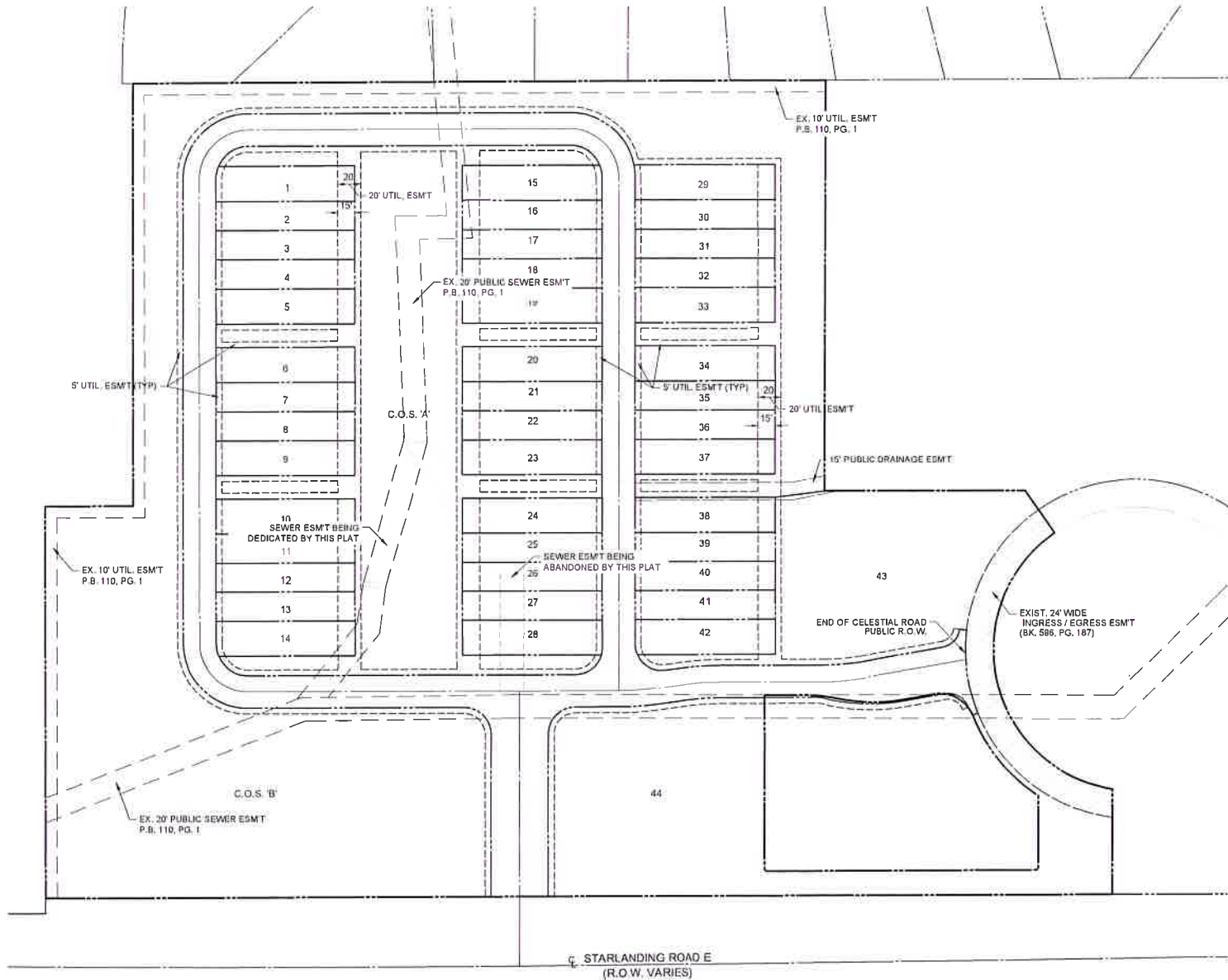
ENGINEER:
THE BEAVES FIRM

DECEMBER 2023

SCALE: 1" = 60'

SHEET 1 OF 3

Crutcher 2024.2.130723-0137 - Legend Attached Single Frame, 30' Civil Utility Construction CD 8 Final Plat, Aug. 02, 2024, 1' 30m



JOB # 23-0137

FINAL PLAT - FIRST REVISION OF LOT 1			
LIFE POINTE VILLAGE AT SOUTHAVEN			
PART OF SECTIONS 16 AND 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST		SOUTHAVEN, MISSISSIPPI	
NORTH OF STARLANDING ROAD, WEST OF GETWELL ROAD			
NUMBER OF LOTS: 44	10.902 ACRES	ZONING: PUD	PARCEL: 207521040 0000100
OWNER: SOUTHAVEN STAR LANDING LLC		ENGINEER: THE REAVES FIRM	
DECEMBER 2023		SCALE: 1" = 60'	SHEET 2 OF 3

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OWNER'S CERTIFICATE:

I/We, _____ owner or authorized representative of the property hereby adopt this as my/our plan of subdivision and dedicate the rights-of-way for the roads as shown hereon to the public use forever, and reserve for the public utilities the utility easements shown on the plat. I/We certify that I/we am/are the owner(s) in fee simple of the property and that no taxes or mortgages have become due and payable. This the _____ day of _____, 2024.

Signature of owner or authorized representative

Printed Name, Title and Corporation

NOTARY'S CERTIFICATE :

State of Tennessee
County of Shelby

Personally appeared before me, the undersigned authority in and for said county and state, the within named _____, who acknowledged that he/she is _____ of _____, a corporation, and that for and on behalf of said corporation, and as its act and deed he/she executed the foregoing instrument, after first having been duly authorized by said corporation so to do. Given under my hand and official seal of office this the _____ day of _____, 2024.

Notary Public

Printed Name: _____
My Commission Expires: _____

MORTGAGEE'S CERTIFICATE:

_____, Mortgagee of the property hereon, hereby adopt this as our plan of subdivision and dedicate the right-of-way for the roads and utility easements as shown on the plat to the City of Southaven, Mississippi, for public use forever. I certify that I am the mortgagee in fee simple of the property, and that no taxes have become due and payable. This the _____ day of _____, 2023.

By: _____ Title: _____

Signature of owner or authorized representative

Printed Name, Title and Corporation

NOTARY'S CERTIFICATE (Corporate/Financial Institution)

State of _____
County of _____

Personally appeared before me, the undersigned authority in and for the said county and state, on the _____ day of _____, 2024, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of _____, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing certificate, after first having been duly authorized by said corporation so to do.

My commission expires _____

Notary public

ENGINEER'S CERTIFICATE:

This is to certify that I have drawn this subdivision shown hereon and the plat of same is accurately drawn from information from a ground survey by _____ date _____.

By: _____

Certificate No.

Date

SURVEYOR'S CERTIFICATE:

I hereby certify that all dimensions, angles, bearings, and areas shown on this plat are correct, and that the exterior boundaries and interior lot dimensions comply with the minimum state standards of accuracy for surveying.

By: _____

Certificate No.

Date

PLANNING COMMISSION CERTIFICATE:

Approved by the Southaven Planning Commission on this the _____ day of _____, 2024.

Planning Commission Chairperson

Planning Commission Secretary

**CITY OF SOUTHAVEN
MAYOR AND BOARD OF ALDERMAN CERTIFICATE:**

Approved by the Mayor and Board of Aldermen of the City of Southaven on this the _____ day of _____, 2024.

Mayor

City Clerk

**STATE OF MISSISSIPPI
COUNTY OF DESOTO**

I hereby certify that the subdivision plat shown hereon was filed for record in my office at _____ o'clock _____ m. on the _____ day of _____, 2024, and was immediately entered upon the proper indexes and duly recorded in Plat Book _____ at Page _____.

Chancery Court



JOB # 23-0137

FINAL PLAT - FIRST REVISION OF LOT 1 LIFE POINTE VILLAGE AT SOUTHAVEN			
PART OF SECTIONS 16 AND 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST SOUTHAVEN, MISSISSIPPI			
NORTH OF STARLANDING ROAD, WEST OF GETWELL ROAD			
NUMBER OF LOTS: 44	10.902 ACRES	ZONING: PUD	PARCEL: 207521040 0000100
OWNER: SOUTHAVEN STAR LANDING LLC		ENGINEER: THE REAVES FIRM	
DECEMBER 2023	SCALE: 1" = 60'	SHEET 3 OF 3	

[SPACE ABOVE THIS LINE FOR OFFICIAL USE ONLY]

Instrument Prepared by and Return To: Barry W. Bridgforth, Jr. (MSB #9797) Bridgforth Buntin & Emerson, PLLC 5293 Getwell Road Southaven, MS 38672 662-393-4450	Declarants' Name and Address: Southaven Star Landing, LLC ATTN: Jon A. Reeves 5627 Getwell; Building C; Suite 5 Southaven, MS 38672 662-253-0105
To the Chancery Clerk of Desoto County, Mississippi: The real property described herein is situated in the: A part of Section 16 & 21, Township 2 South, Range 7 West in the City of Southaven, DeSoto County, Mississippi and containing 10.9 acres. Lots 1 - 50 of Lifepointe Villages, a subdivision according to the plat there of which is on file and of record in the office of the Chancery Clerk of Desoto County at Hernando, Mississippi in Plat Book , Page .	

RESTRICTIVE COVENANTS OF LIFEPONTE VILLAGES RETIREMENT COMMUNITY

Declared, published and made effective on this, the _____ day of _____, 2024, by Southaven Star Landing, LLC, a Mississippi limited liability company (hereinafter "Declarant").

WHEREAS, Declarant is the owner of certain property in the City of Southaven, County of DeSoto, State of Mississippi, which is more particularly described: Lots 1 - 50 of the Villages of Lifepointe Retirement Community, in the office of the Chancery Court Clerk of DeSoto County, Mississippi, (hereinafter the "Property"); and

WHEREAS, for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting The Villages of Lifepointe Retirement Community

(hereinafter "The Villages"), the plat for which is recorded in Plat Book , Page , of the land records of DeSoto County, Mississippi, the Declarant declares that all and each part of the Property shall be held, sold and conveyed only subject to the easements, covenants, conditions and restrictions contained in these Restrictive Covenants, which constitute covenants running with the land, and shall be binding upon all parties having any right, title or interest in any of the Property, their heirs, successors and assigns, and shall inure to the benefit of each and every owner of all or any of the Property; and

WHEREAS, Declarant desires to provide a lifestyle of living for the residents of The Villages that is conducive for The Villages' active adult theme and as such is intended and operated as housing for older persons within the meaning of the Federal Fair Housing Act.

NOW THEREFORE, Declarant hereby declares that as of the day and year first above written all of the Property shall be held and conveyed subject to the easements, restrictions, covenants, and conditions contained herein, which are for the purpose of protecting the value and desirability of, and which shall run with the land and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I – DEFINITIONS

Section 1. Defined Terms. When used herein, the following words shall have the meaning set forth below, unless the context requires otherwise. When used herein, defined terms are capitalized for identification.

(a) "Association" shall mean The Villages of Lifepointe Homeowners Association, Inc., a Mississippi non-profit corporation, its successors, and assigns.

(b) "Children" shall mean all persons under eighteen (18) years of age.

(c) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area shall consist of parks, entrances, and parking areas as shown on the plat. Declarant's conveyance of common area to the Association shall be in "as is" condition without any warranties of any kind or nature.

(d) "Declarant" shall mean Southaven Star Landing, LLC, a Mississippi limited liability company, the developer of The Villages, its successors, assigns, subsidiaries, or related companies including but not limited to any entity owned in part by Jon Reeves or any other member of Southaven Star Landing, LLC.

(e) "Lot" shall mean each plot of land enumerated as Lots 1 - 50, inclusive, but excluding the Common Areas.

(f) "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, and "Owners" shall mean the record owners of all of the Lots.

(g) "Property" shall mean that certain plat recorded in Plat Book [REDACTED] at Page [REDACTED] of the land records of DeSoto County, Mississippi.

(h) "Restrictive Covenants" shall mean these restrictive covenants which shall be recorded in the land records of DeSoto County, Mississippi.

(i) "The Villages" shall mean the Property, formally known as Lifepointe Villages.

ARTICLE II – MEMBERSHIP IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall automatically become a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from the ownership of each Lot.

Section 2. Classes of Members. Initially, the Association shall have two classes of Members:

(a) Class A Members shall consist of **all** Owners (excluding Declarant), each of which shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all of such persons shall be considered and shall constitute a single Member, and the vote for such lot shall be exercised as they may agree among themselves, but in no event shall more than one vote be cast with respect to any Lot.

(b) The Declarant shall be the sole Class B Member and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: (i) when 90% of all Lots have been sold to Owners, or (ii) on December 31, 2040.

Section 3. Organizational Documents. The operations, activities and corporate governance of the Association shall be controlled by its Articles of Incorporation, By-Laws and rules and regulations promulgated pursuant thereto, as may, from time to time, be amended.

ARTICLE III – PROPERTY RIGHTS

Section 1. Owners' Right of Enjoyment. Every Owner of a Lot (and all persons permanently residing with such Owner) shall have a right of use and enjoyment in and to the Common Areas which right shall be appurtenant to and shall pass with the title to such Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or part of the Common Areas to any public agency, authority, or utility for such purposes in accordance with the terms of the Association's By-Laws.

Section 2. Delegation of Use. Except as specifically provided for herein, no Owner may assign (either temporarily or permanently) any of his right of use and enjoyment of the Common Area. Notwithstanding the above, an Owner may assign his or her right of use and enjoyment of the Common Area and facilities to any tenant(s) or contract purchaser(s) who resides on such Owner's Lot; provided, however, that the Owner shall remain liable for all fees, assessments and actions attributable to such Lot or tenant(s)/contract purchaser(s). Any tenant(s) or contract purchaser(s) shall be subject to these restrictive covenants and any by laws, rules, or regulations of the Association.

Section 3. Transfer Upon Dissolution of Association. In the event the Association is dissolved, the Common Area and any other assets of the Association shall be dedicated or conveyed to a public body or conveyed to another non-profit entity established for similar purposes as the Association. Any such dedication, dissolution or transfer shall only be effective if approved and made in accordance with the Association's By-Laws.

ARTICLE IV – COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Assessments. The Owner of each Lot shall be required to pay to the Association the following: (1) regular assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be established and collected in accordance with the terms and provisions contained herein. Both regular and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly, quarterly or annual basis as determined by the Association or Declarant. No Owner may waive or otherwise escape liability for the assessments

provided for herein by non-use of the Common Area or abandonment of his Lot. The Declarant or its successors, assigns, subsidiaries, or related companies shall not be required to pay any assessment, regular or special, at any time, including on any Lot or Lots conveyed to a third party and then re-conveyed to Declarant or its successors, assigns, subsidiaries, or related companies.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes: (a) to promote the recreation, health, safety, and welfare of the residents in The Villages, (b) for the improvement and maintenance of the Common Areas, (c) for the cutting of the lawns on each of the Lots, (d) for annual termite treatments for Lots and Common Areas, (e) for security system monitoring for Lots, and (f) operations of the Association. Notwithstanding the above, each Owner will be responsible for the maintenance and replacement of shrubbery, grass, flower beds, and other landscaping on his Lot including anything added by Owners, and Owners may not permanently remove landscaping or flowerbeds along the front elevation of the Lot (not street side). Notwithstanding the above, Owners are responsible for repairs of any termite damage to their Lot. Notwithstanding the above, it is mandatory that each Owner provide a telephone line to their own Lot for the security system monitoring and keep up repairs and maintenance to the security system for their Lot.

Section 3. Lien. The regular and special assessments provided for herein, together with any interest, costs, costs, late fees, and reasonable attorneys' fees and expenses, shall (a) be a charge on the land, (b) constitute a continuing lien upon the Lot against which such assessment is attributable, (c) be the personal obligation of the person who was the Owner of such Lot at the time when the assessment was due, and (d) the Owner shall be responsible for all cost and expenses associated with the preparation, filing, and release of any lien.

Section 4. Initial Maintenance. The Declarant shall be responsible for initial maintenance of the property until December 31, 2040, or until such time as the Association assumes said obligations, whichever occurs first. During this time assessments shall be used to fund as much as

possible the initial maintenance with the balance being the responsibility of the Declarant. Any necessity or requirement of maintenance shall be at Declarant's sole discretion. The Association shall assume said obligation in whole or in part as soon as the Association is financially able. Upon assumption by the Association, Declarant shall be released from any further obligations regarding any maintenance of the property.

Section 5. Initial Regular Quarterly Assessments. Each Class A Member of the Association shall be required to pay a regular quarterly assessment to the Association for use by the Association in furtherance of the purposes set forth in Section 2 above. Initially each Class A Member shall be required to pay a regular, quarterly assessment of Two Hundred Twenty-Five and No/100 Dollars (\$225.00) beginning on the first day of the first quarter following his/her purchase of the Lot. Payments of the regular, quarterly assessments shall be made in accordance with Section 8 below and Article III Section 2 above. Declarant shall not be required to pay any quarterly assessment(s) on lots owned by Declarant or its successors, assigns, subsidiaries, or related companies or while under development or construction and continuing until lot is sold to the first homeowner.

Section 6. Changes in Regular, Quarterly Assessment. The amount of the regular quarterly assessment may be increased or decreased by the affirmative vote of seventy-five percent (75%) of the Board of Directors present at a regular or special meeting of the Board of Directors of the Association at which a quorum is present. The Members and the Declarant shall be given at least sixty (60) days written notice before the effective date of any such change in the quarterly assessment.

Section 7. Payment of Regular Quarterly Assessment. The regular quarterly assessments provided for herein shall become due and payable, in advance, on the first day of each quarter on January 1st, April 1st, July 1st, and October 1st of each year. The regular quarterly assessments may be paid either in cash or check payable to the Lifepointe Villages Homeowners Association at 5627

Getwell Road; Building C; Suite 5, Southaven, MS 38672 or at such other place as the Board of Directors shall designate by providing at least sixty (60) days prior written notice to the Members. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid or the amount due. Payment schedule is as follows:

- January 1st \$225 Lifepointe Villages Homeowners Association, Inc.
- April 1st \$225 Lifepointe Villages Homeowners Association, Inc.
- July 1st \$225 Lifepointe Villages Homeowners Association, Inc.
- October 1st \$225 Lifepointe Villages Homeowners Association, Inc.

Section 8. Remedies Upon Non-payment of Assessments. Any regular quarterly assessment which is not received by the Association by the fifteenth (15th) day of the first month of the quarter shall be delinquent, and the Member shall be assessed a late payment fee of \$10.00 or such larger sum as may be permitted by Mississippi law. Any Member who shall fail to pay his/her regular quarterly assessment before the fifteenth (15th) day of the first month of the quarter shall have his/her rights to use and enjoyment of the Common Area suspended until such time as he pays such assessment, late payment fee and any other costs incurred by the Association in connection with the collection thereof. Any regular quarterly assessments or special assessments which are not paid within forty-five (45) days of the due date will be turned over to a collection agency, and the delinquent Member shall be assessed all reasonable costs of collection, including, but not limited to, fees and expenses of the collection agency, reasonable attorney's fees and expenses, court costs, and all other fees incurred in connection with the collection. In addition to the above, the Association may file liens or bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot; provided, however, that any sale or transfer of a Lot shall not affect the lien of the assessments, except that the sale or transfer of

any Lot pursuant to the foreclosure of a first mortgage (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. No sale or transfer shall relieve the Lot from any liability for assessments thereafter becoming due or from the lien thereof.

ARTICLE V – ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any of the Property, nor shall any exterior addition to or change or alteration to any existing structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. In the event said Declarant, Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been properly submitted to it, the Declarant, the Board of Directors, or such committee shall be deemed to have approved such plans, and the Owner may construct such building, fence, wall, other structure or addition in accordance with such plans and specifications. Nothing in this Article shall relieve the Owner from compliance with the state and local building code and permit requirements.

Notwithstanding the above, after the Association is turned over to the Owners, the Declarant or its successors, assigns, subsidiaries, or related companies will retain full architectural control and all rights to approve plans for new construction over any Lot or Lots owned by Declarant or its successors, assigns, subsidiaries, or related companies and including any Lot or Lots conveyed to a third party and then re-conveyed to Declarant or its successors, assigns, subsidiaries, or related companies.

ARTICLE VI – HOUSING FOR OLDER PERSONS

Section 1. Statement of Intent. The Villages is intended to be housing for older persons within the meaning of the Federal Fair Housing Act, 42 U.S.C. §3601 *et seq.* As such, The Villages is intended and operated for occupancy by persons fifty-five (55) years of age or older. The Declarant has publicly stated and abides by policies and procedures demonstrating its intent to provide housing for older persons, and the Association shall state and abide by similar policies and procedures to continue demonstrating such intent.

Section 2. Restrictions on Occupancy. All permanent occupants and residents of The Villages must be at least fifty-five (55) years of age, with the exception that a husband or wife who is under fifty-five (55) years of age, may permanently occupy and reside in The Villages with his or her spouse who is at least fifty-five (55) years of age. However, no relatives, friends, or other persons (including, but not limited to roommates) may permanently occupy or reside in The Villages unless they are at least fifty-five (55) years of age. Proof of marriage and age will be required by the Declarant and the Association. All homes associated with The Villages shall be owner occupied. No owner, occupant, and/or resident shall rent, lease, or sublease their home. Upon sale, transfer, or conveyance of any excluded lot to a third party, unrelated to or unaffiliated with the current owner, the exclusion shall terminate, and this restriction shall apply to said home/lot.

Section 3. Visitation. Guests, including children and grandchildren, may visit Owners at any time. However, since The Villages was developed as housing for older persons, such guests are allowed to visit only and are not permitted to permanently reside in The Villages. The Association, acting by and through its Board of Directors, shall adopt rules regarding what shall constitute acceptable visitation and shall provide a copy of such rules to all Owners. Subject to the rights granted the Association in the preceding sentence, no guest or visitor shall initially be allowed to visit or reside in the Villages in excess of fourteen (14) days.

Section 4. Children. When visiting an Owner, the following shall apply to all Children:

Children are not permitted in the courtyard or park or on the walking track unless supervised and accompanied by an Owner, the Owner's spouse, another permanent resident of The Villages, or parent of the children.

ARTICLE VII – ANIMALS

Section 1. General. Except as specifically provided for herein, no Owner may raise, keep, or breed any animals, livestock or poultry of any kind on or in any Lot.

Section 2. Permitted Pets. Subject to the restrictions contained in this Article VIII, Owners may keep dogs, cats, and other household pets on or in their respective Lots, provided that such are not kept, bred or used for commercial purposes. The total number of such permitted pets shall not exceed four (4), with no more than two (2) being dogs and two (2) being cats. Permitted pets shall not exceed forty (40) pounds in weight each.

Section 3. Permitted Areas. Pets which are permitted by Section 2 above may only be kept within an Owner's property unless on a leash and accompanied and supervised by the Owner. Owners are required to pick up their animal's feces immediately after placement by the animal. When feces are left and it has been proved which animal they came from, a \$50.00 fine will be imposed upon any Owner failing to remove the feces immediately. A \$50.00 fine will also be imposed for improper disposal of feces. Disposal shall be deemed proper when disposed of only in the Owner's personal trash can.

ARTICLE VIII – GARBAGE

Section 1. Service. All Owners will have access to garbage containment cans and pick-up service provided by the City of Southaven, Mississippi or an independent service at their normal and customary charges. Each Owner is responsible for arranging this service and the payment of all such charges.

Section 2. Placement of Cans. Garbage containment cans must be kept inside the rear fenced area of each Lot and placed by the street only on scheduled pick-up days.

ARTICLE IX – CONSTRUCTION AND USE

Section 1. Use. All Lots in The Villages shall be used solely for single family residences, and no structure shall be erected on any Lot other than one (1) single family residence and garage.

Section 2. Buildings. All dwellings shall contain a minimum of one thousand two hundred (1,200) square feet of finished heated living area. No building shall be more than two (2) stories in height, but the floor space of the second story may be included in computing the minimum square footage of living area which is allowable. A variance of less than five percent (5%) shall not be deemed a violation. All dwellings and buildings shall be constructed in strict compliance with all applicable building codes and regulations. Only new construction of buildings shall be permitted on the Lots, it being the intent to prohibit the moving of any existing building onto a Lot and remodeling or converting same into a dwelling unit.

Section 3. Minimum Setbacks. See Recorded Plat.

Section 4. Quiet Enjoyment. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to The Villages or any part thereof.

Section 5. Storage of Vehicles, Etc. No automobiles, recreational vehicles, camping trailers, or other vehicles are to be parked or stored on any Lot unless in the garage. No motor vehicle or any other vehicle, including, but not limited to, boats, motors, boat trailers, lawn mowers, tractors or similar vehicles or equipment may be stored on any Lot for the purposes of repair or storage of same and no A-frame or motor mount may be placed on any Lot. No repair of automobiles or any other vehicles or property, including, but not limited to, those set forth above shall take place on any Lot where such repairs constitute or are done for a commercial purpose.

Section 6. Parking. No automobiles, trucks, trailers, or any other vehicles may be parked on the streets of The Villages at any time. Streets within The Villages are designed for two-way traffic, and all Owners and their guests are required to obey all traffic signs and traffic patterns. Visitor parking spaces are provided for use by guests. Owners cannot occupy or use visitor parking spaces. Owners must park vehicles in their own garages.

Section 7. Vegetable Gardens. Vegetable gardening shall only be permitted in the rear of each Lot behind the dwelling (street side).

Section 8. Temporary Structures. No structure such as a trailer, garage, barn, or other outbuilding shall be used or permitted to be located on any Lot at any time either temporarily or permanently.

Section 9. Fences. No fence may be erected on any portion of any Lot between the rear of the residence and the street, and between the side of the residence and the street on the corner Lots, except as initially constructed by the Declarant. In addition, any other fences constructed by the Owner must be approved in accordance with Article V above and must be of uniform material and construction.

Section 10. Window Treatments. Window treatments must have a white lining. Blinds must be white or a natural wood tone and must be at least 2" faux wood. No mini blinds are allowed. Blinds or window treatments must be installed within 30 days of occupancy. No decorations to be stuck on windows with the exception of holiday decor. Holiday decor must be removed within two weeks after the holiday has passed for which the decor is celebrating.

Section 11. Antennas and Flag Poles. Aerial antennas are prohibited. Television satellite dishes under 30 inches in diameter may be installed only on the rear elevation of the roof. Flagpoles or flags may not be displayed or installed on any Lot.

Section 12. Declarant Owned Lots. Declarant will spray or bush hog vacant Lot or Lots owned by Declarant a minimum of two times per year depending on availability of equipment and weather.

ARTICLE X – GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, any or all of the provisions contained in these Restrictive Covenants. Failure by the Association or by any Owner to enforce any of the provisions contained in these Restrictive Covenants shall in no event be deemed a waiver of their right to do so thereafter. In the event it becomes necessary for the Declarant to institute any action or proceeding to enforce these Restrictive Covenants, the Declarant shall be entitled to seek and recover any and all costs and expenses, including attorney's fees, from the violating owner or party.

Section 2. Severability. In the event any provision of these Restrictive Covenants shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions which can be given effect, and these Restrictive Covenants shall be given effect and shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 3. Interpretation. When the context so requires in these Restrictive Covenants, words of gender shall include either or both of the other genders and the singular number shall include the plural. The headings of the articles and sections of these Restrictive Covenants are inserted for convenience of reference only and shall not be deemed to constitute a part hereof and shall not be deemed to limit, expand or modify in any way the provisions of these Restrictive Covenants.

Section 4. Governing Law. These Restrictive Covenants shall be governed and construed in accordance with the laws of the State of Mississippi, to the extent not superseded by any laws of the United States, including, but not limited to, the Federal Fair Housing Act.

Section 5. Binding Effect. These Restrictive Covenants shall run with the land and shall bind the Property for a term of twenty (20) years from the date hereof, after which time they shall be automatically extended for successive periods often (10) years unless terminated in accordance with Section 6 below.

Section 6. Amendment. Subject to the provisions of Section 7 hereof, these Restrictive Covenants may be amended only in writing, approved, and signed by the Declarant or the Owners of not less than seventy-five percent (75%) of the Lots and the Declarant or its successors or assigns. To be valid and enforceable, any amendments to these Restrictive Covenants must be recorded in the land records of DeSoto County, Mississippi.

Section 7. Amendment by Declarant. Notwithstanding the provisions of Section 6 above and subject to the provisions of Section 9 below, the Declarant reserves the right to modify or amend any or all of the provisions of these Restrictive Covenants in the event the Declarant, in its sole discretion, deems such modification or amendments to be reasonable or necessary for the marketing and development of The Villages or to comply with Federal, state or local law.

Section 8. Annexation. Subject to the provisions of Section 9 below, additional real property or Common Area may be annexed into the Property with the written consent of the Owners of seventy-five percent (75%) of the Lots and Declarant.

Section 9. FRANA Approval. So long as there are any Class B Members of the Association, the Association shall not take any of the following actions without having obtained the prior approval of the Federal Housing Administration and/or the Veterans Administration (to the extent required by law): (a) the annexation of additional properties into The Villages; (b) transfer or dedication of the Common Areas; or (c) Amendment of these Restrictive Covenants.

Section 10. Management of Association by Declarant. Declarant shall have the right to charge up to 15% of dues collected per year as a fee for managing the Association, if Declarant so chooses, every year until management is turned over to the Owners. Declarant shall have the right to appoint/hire a management company to run the Association, if Declarant so chooses, with the fee for the management company coming out of collected dues. The Association shall be turned over to the Owners when 90% of all Lots have been sold to Owners.

IN WITNESS WHEREOF, the Declarant has caused these Restrictive Covenants to be executed as of the day and year first above written.

SOUTHAVEN STAR LANDING, LLC
A Mississippi Limited Liability Company
DECLARANT

By: _____
Jon A. Reeves, Member

STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS DAY PERSONALLY appeared before me, the undersigned authority in and for the state and county aforesaid, on this the ____ day of _____, 2024, the within named JON A. REEVES, who acknowledged that he is a Member/Manager of SOUTHAVEN STAR LANDING, LLC, a Mississippi 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

City of Southaven
Office of Planning and Development
Subdivision Staff Report



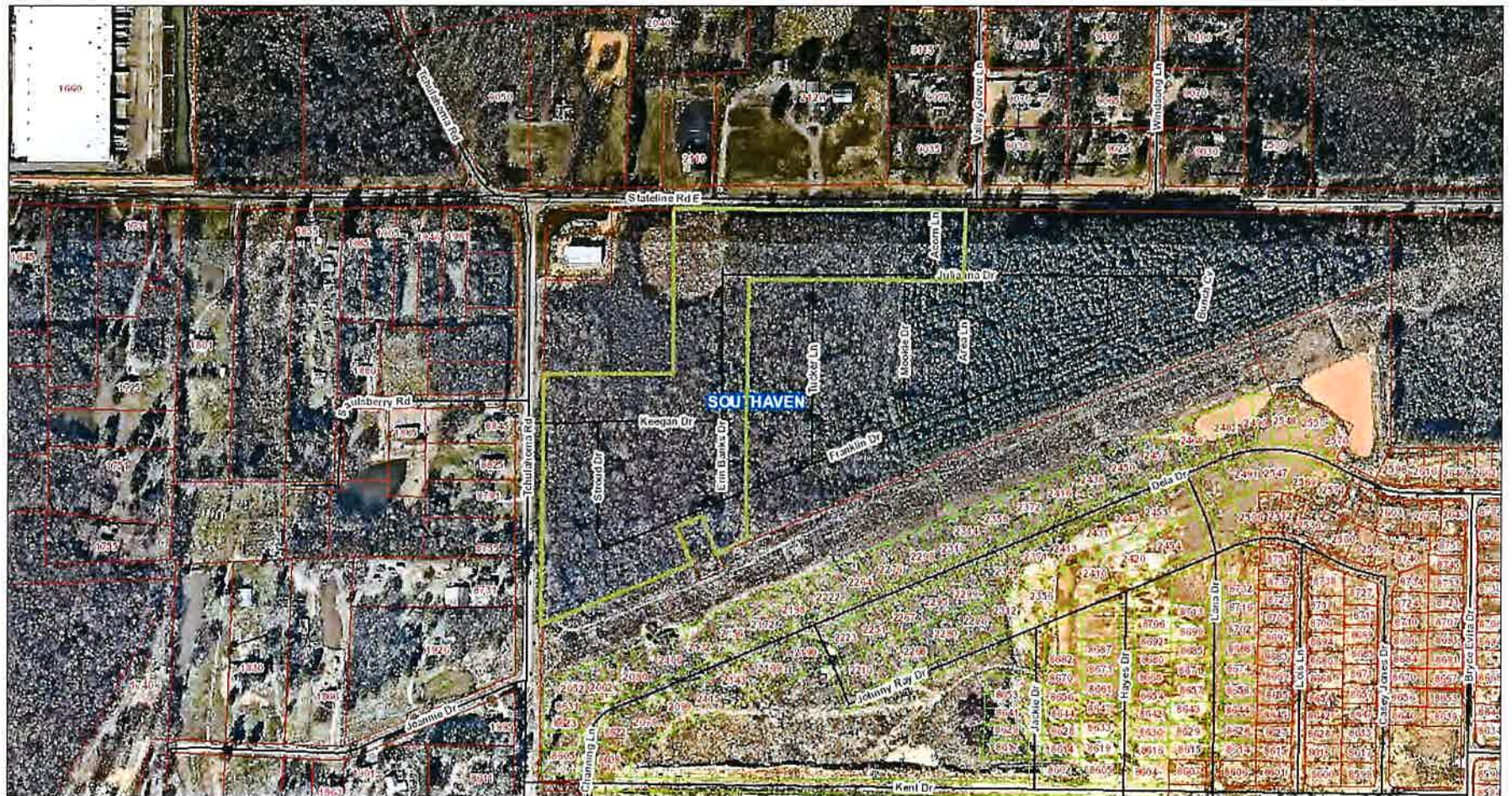
Date of Hearing:	March 25, 2024
Public Hearing Body:	Planning Commission
Applicant:	M & R Associates, Inc. 1361 Nesbit Dr. Nesbit, MS 38651 662-429-9900
Total Acreage:	23.86 acres
Existing Zone:	PUD (Pinewood)
Location of Subdivision Application	South side of Stateline Road, between Tchulahoma Road and Getwell Road
Comprehensive Plan Designation:	Medium density residential
Staff Comments: The applicant is requesting subdivision approval for Pinewood North Phase 1 on the south side of Stateline Road, east of Tchulahoma Road. This phase consists of 23.86 acres of property with 57 residential lots and 8 common open spaces. The lots range in size from 10,500 sq. ft. to 21,000+ sq. ft. Per the PUD, the larger lots (14,000+ sq. ft.) are set to follow along Stateline Road to help transition between the large lots on the north side of the road and the smaller lots on the interior of the development. Additional larger lots are shown along the major collector road on the interior of the site. The medium size lots (12,000 sq. ft.) make up the middle area of the phase while the smaller lots (10,400 sq. ft.) make up the transitional area on the south side and around the commercial area. Common open spaces are shown along the major roadways where the applicant has proposed the required twenty (20) foot streetscape buffer which includes a split rail fence line with stone columns and a template of ornamental trees and shrubs. Additionally, there are COS shown on the north side of the Tchulahoma Road entrance, a 1-acre park area on the interior, a ½ acre open space adjacent to the existing TVA lines and boulevard areas at each entrance. There is also a green path between lots 61 and 63 which gains access to the TVA green area where walking trails are added to the amenities. The area between lots 58 and 59 is where an existing graveyard area is located that is to be protected. The PUD also provides minimum heated square footage for this phase which shows a 2,000 sq. ft. minimum for the Stateline frontage and all of the interior space. A 1,800 sq. ft. minimum is shown along the TVA frontage, around the commercial area and at the Tchulahoma entry point.	
Staff Recommendations:	

The proposed layout and square footages are compliant with the approved 2022 PUD text. Staff does see that a condition was requested by the Board that future development in Pinewood should place a general note regarding rental properties on all plats and covenants. The attached covenants do incorporate this requirement; however, the applicant will need to address that comment on the plat prior to recording for this area.

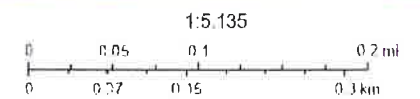
Additionally, there has been a list of suggestions provided by the Chief of Police regarding crime prevention for this particular area. A copy of that list along with the responses by both the applicant and staff have been submitted as part of this report.

Staff has no further comments and recommends approval.

ArcGIS Web Map



3/8/2024, 11 19:46 AM



OWNER'S CERTIFICATE

I/we, _____ the owner or authorized representative of the owner of the property, hereby adopt this as my plan of subdivision and dedicate the right-of-way for the roads as shown on the plat of the subdivision to the public use forever and reserve for the public utilities the utility easements as shown on the plat. I hereby certify that I am the owner in fee simple of the property and that no taxes have become due and payable. This the _____ day of _____

Owner or Authorized Representative _____

NOTARY'S CERTIFICATE STATE OF MISSISSIPPI, COUNTY OF DESOTO

Personally appeared before me the undersigned authority in and for the said County and State, on the _____ day of _____, Within my jurisdiction, the within named _____ who acknowledged that he/she is _____ of _____ and that for and on behalf of, and as its act and deed he/she executed the above and foregoing certificate for the purposes mentioned on the day and year herein mentioned, after first having been duly authorized to do so.

My Commission Expires: _____ Notary Public _____

MORTGAGEE'S CERTIFICATE

I/we, _____ Mortgagee of the property hereon, hereby adopt this as my plan of subdivision and dedicate the right-of-way for the roads as shown on the plat of subdivision to the public use forever and reserve for the public utilities the utility easements shown on the plat. I hereby certify that I am the owner in fee simple of the property and that no taxes have become due and payable. This the _____ day of _____

Title _____ Signature of Mortgagee _____

NOTARY'S CERTIFICATE STATE OF MISSISSIPPI, COUNTY OF DESOTO

Personally appeared before me the undersigned authority in and for the said County and State, on the _____ day of _____, Within my jurisdiction, the within named _____ who acknowledged that he/she is _____ of _____ and that for and on behalf of, and as its act and deed he/she executed the above and foregoing certificate for the purposes mentioned on the day and year herein mentioned, after first having been duly authorized to do so.

My Commission Expires: _____ Notary Public _____

Approved by the Southaven Planning Commission on this the _____ day of _____

Attest: _____ Chairman of Planning Commission

Secretary of Planning Commission _____

Approved by the Mayor and Board of Aldermen of the City of Southaven on this the _____ day of _____

Attest: _____ Mayor of Southaven

City Clerk of Southaven _____

The platted property is subject to those covenants, restrictions and easements as set forth in document filed for record in Book _____ Page _____, and as may otherwise be amended from time to time, in the office of the Chancery Clerk of Desoto County, Mississippi, to which document reference is hereby made. Any property owner shall be bound by the terms of said document.

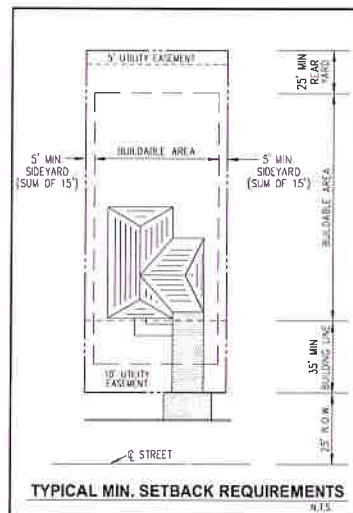
PROPERTY DESCRIPTION

INDEXING INSTRUCTIONS: PART OF THE NW 1/4, PART OF THE NE 1/4, AND PART OF THE SW 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NE 1/4 - SECTION 21, TOWNSHIP 1 SOUTH, RANGE 7 WEST, SOUTHAVEN DESOTO COUNTY, MISSISSIPPI

BEGING A DESCRIPTION OF PART OF THE UPPER HOLMES, LLC PROPERTY AS RECORDED IN BOOK 754, PAGE 415 AT THE DESOTO COUNTY CHANCERY COURT CLERKS OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ACCEPTED NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 7 WEST; THENCE N89°52'43"E ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 533.92 FEET TO A POINT; THENCE S00°07'17"E A DISTANCE OF 53.00 FEET TO A FOUND IRON PIN AT THE NORTHEAST CORNER OF A 5 ACRE OUT PARCEL; SAID POINT LIES ON THE SOUTH RIGHT-OF-WAY LINE OF STATELINE ROAD (53.00 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF SAID STATELINE ROAD, SAID POINT BEING THE POINT OF BEGINNING (N 1908014.97 - E 2410500.61); THENCE N89°52'43"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATELINE ROAD A DISTANCE OF 1170.17 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE S00°07'17"E A DISTANCE OF 250.00 FEET TO A POINT; THENCE S89°52'43"W A DISTANCE OF 43.83 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET (CHORD S44°52'43"W - 35.36 FEET) TO A POINT; THENCE S89°52'43"W A DISTANCE OF 50.00 FEET TO A POINT ON CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET (CHORD N45°07'17"W - 35.36 FEET) TO A POINT; THENCE S89°52'43"W A DISTANCE OF 116.35 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET (CHORD S44°52'43"W - 35.36 FEET) TO A POINT; THENCE S89°52'43"W A DISTANCE OF 50.00 FEET TO A POINT ON CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET (CHORD N45°07'17"W - 35.36 FEET) TO A POINT; THENCE S89°52'43"W A DISTANCE OF 240.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET (CHORD S44°52'43"W - 35.36 FEET) TO A POINT; THENCE S89°52'43"W A DISTANCE OF 50.00 FEET TO A POINT ON CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET (CHORD N45°07'17"W - 35.36 FEET) TO A POINT; THENCE S89°52'43"W A DISTANCE OF 125.00 FEET TO A POINT; THENCE S00°07'17"E A DISTANCE OF 715.47 FEET TO A POINT; THENCE N67°30'37"E A DISTANCE OF 31.27 FEET TO A POINT; THENCE S22°29'23"E A DISTANCE OF 200.00 FEET TO A POINT IN THE NORTH LINE OF A 200 FOOT WIDE T.V.A. ELECTRIC TRANSMISSION LINE EASEMENT; THENCE S67°30'37"W ALONG SAID ELECTRIC TRANSMISSION LINE EASEMENT A DISTANCE OF 300.00 FEET TO A POINT; THENCE N22°29'23"W ALONG THE BLEDSOE CEMETERY A DISTANCE OF 150.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID CEMETERY S67°30'37"W A DISTANCE OF 100.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID CEMETERY S22°29'23"E A DISTANCE OF 150.00 FEET TO A POINT IN THE NORTH LINE OF SAID ELECTRIC TRANSMISSION LINE EASEMENT; THENCE S67°30'37"W ALONG SAID ELECTRIC TRANSMISSION LINE EASEMENT A DISTANCE OF 601.60 FEET TO A SET IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF TCHULAHOMA ROAD (53.00 FEET EAST OF THE CENTERLINE); THENCE N00°04'41"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TCHULAHOMA ROAD A DISTANCE OF 820.56 FEET TO A FOUND IRON PIN AT THE SOUTHWEST CORNER OF A 5 ACRE OUT PARCEL; THENCE N80°56'28"E ALONG THE SOUTH LINE OF THE SAID 5 ACRE OUT PARCEL A DISTANCE OF 474.69 FEET TO A FOUND IRON PIN AT THE SOUTHEAST CORNER OF SAID 5 ACRE OUT PARCEL; THENCE N00°02'35"W ALONG THE EAST LINE OF SAID 5 ACRE OUT PARCEL A DISTANCE OF 590.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,038.310 SQUARE FEET OR 23.836 ACRES.

LINE TABLE (1)		
No	Distance	Bearing
1	1.39'	S00°07'17"E
2	24.83'	N67°30'37"E
3	17.05'	S89°52'42"W



Certificate of Engineer

This is to certify that I have drawn this subdivision shown hereon and the plat of same is accurately drawn from information from a ground survey by _____ dated _____

By: _____ (seal) (date)

Mississippi Certification No. _____

Certificate of Surveyor

I hereby certify that all dimensions, angles, bearings, and areas shown on this plat are correct, and that the exterior boundaries and interior lot dimensions comply with minimum state standards of accuracy for surveying.

By: _____ (seal) (date)

Mississippi Certification No. _____

State of Mississippi
County of Desoto

I hereby certify that the subdivision plat shown hereon was filed for record in my office at _____ o'clock _____ m, on the _____ day of _____, and was immediately entered upon the proper indexes and duly recorded in Plat Book _____ at Page _____

Chancery Court

ARC TABLE (1)					
No	RAD	ARC	TAN	CHORD	DELTA
1	25.00'	39.27'	25.00'	35.36'	S45°07'17"E 90°00'00"
2	75.00'	11.44'	5.73'	11.43'	S04°29'30"E 8°44'26"
3	20.00'	14.35'	7.50'	14.05'	S11°42'00"W 41°07'26"
4	50.00'	40.05'	21.17'	38.99'	S09°18'49"W 45°53'48"
5	50.00'	44.03'	23.56'	42.62'	S38°51'42"E 50°27'14"
6	50.00'	47.00'	25.40'	45.29'	N88°58'56"E 53°51'29"
7	50.00'	23.50'	11.97'	23.28'	N48°35'24"E 26°55'38"
8	20.00'	14.35'	7.50'	14.05'	N55°41'20"E 41°07'26"
9	75.00'	11.44'	5.73'	11.43'	N71°52'50"E 8°44'26"
10	25.00'	49.03'	37.32'	41.54'	N56°18'20"W 112°22'06"
11	25.00'	39.27'	28.00'	35.36'	N44°52'43"E 90°00'00"
12	25.00'	39.27'	25.00'	35.36'	N45°07'17"W 90°00'00"
13	25.00'	39.27'	25.00'	35.36'	S44°52'43"W 90°00'00"
14	25.00'	39.27'	25.00'	35.36'	N45°07'16"W 90°00'00"
15	25.00'	39.27'	25.00'	35.36'	S44°52'43"W 90°00'00"
16	25.00'	39.27'	25.00'	35.36'	N45°07'17"W 90°00'00"
17	25.00'	39.27'	25.00'	35.36'	S44°52'43"W 90°00'00"
18	25.00'	39.27'	25.00'	35.36'	N45°07'17"W 90°00'00"
19	25.00'	39.27'	25.00'	35.36'	S44°52'43"W 90°00'00"
20	20.00'	25.62'	14.91'	23.90'	N53°25'20"W 73°23'54"
21	50.00'	70.38'	42.44'	64.71'	N57°02'45"W 80°38'43"
22	50.00'	44.46'	23.82'	43.01'	S57°09'21"W 50°57'06"
23	50.00'	43.73'	23.38'	50.00'	S39°53'01"W 50°06'59"
24	20.00'	3.34'	1.67'	3.34'	S45°19'45"E 8°34'27"
25	20.00'	14.11'	7.36'	13.82'	S20°19'54"E 40°25'14"
26	25.00'	39.27'	25.00'	35.36'	S44°52'43"W 90°00'00"
27	25.00'	39.27'	25.00'	35.36'	S45°07'17"E 90°00'00"
28	25.00'	29.51'	16.75'	27.83'	S33°41'40"W 67°37'54"
29	25.00'	49.03'	37.32'	41.54'	N56°18'20"W 112°22'06"
30	25.00'	39.27'	25.00'	35.36'	N44°52'43"E 90°00'00"

PHASE 1 PINWOOD NORTH P.D.

SECTION 21, TOWNSHIP 1 SOUTH, RANGE 7 WEST
SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

ZONING: PD

TOTAL AREA: 23.836 ACRES
TOTAL LOTS: 57 (RESIDENTIAL) & 8 (COMMON OPEN SPACE)

DEVELOPER: M & R ASSOCIATES, LLC

P.O. BOX 488

NESBIT, MS 38651

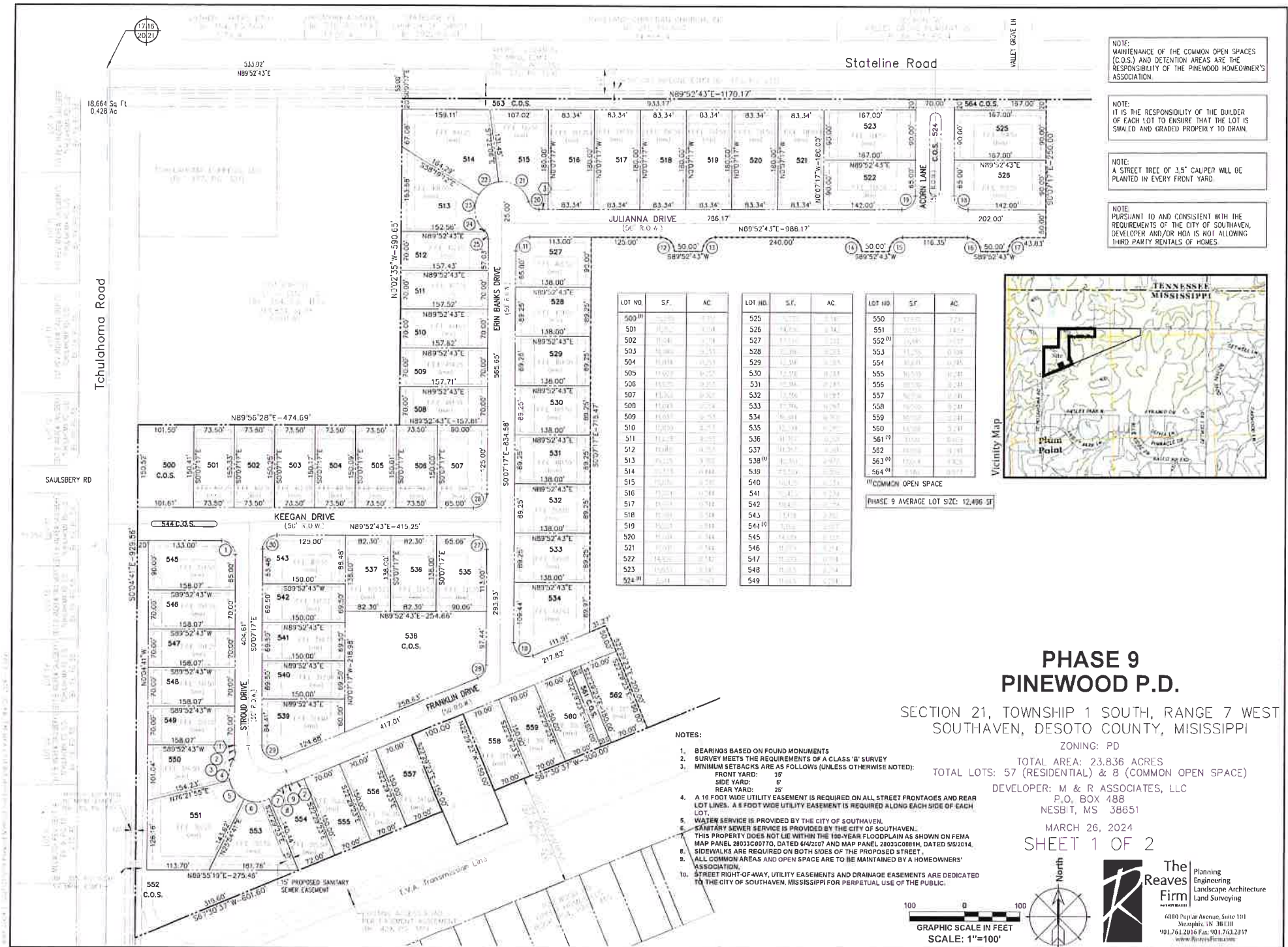
23.835

NOVEMBER 16, 2023
SHEET 2 OF 2



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Memphis, TN 38138
901.761.2016 Fax: 901.761.2017
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I/we, _____ the owner or authorized representative of the owner of the property, hereby adopt this as my plan of subdivision and dedicate the right-of-way for the roads as shown on the plat of the subdivision to the public use forever and reserve for the public utilities the utility easements as shown on the plat. I hereby certify that I am the owner in fee simple of the property and that no taxes have become due and payable. This the _____ day of _____, _____.

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI, COUNTY OF DESOTO

My Commission Expires: _____ Notary Public _____

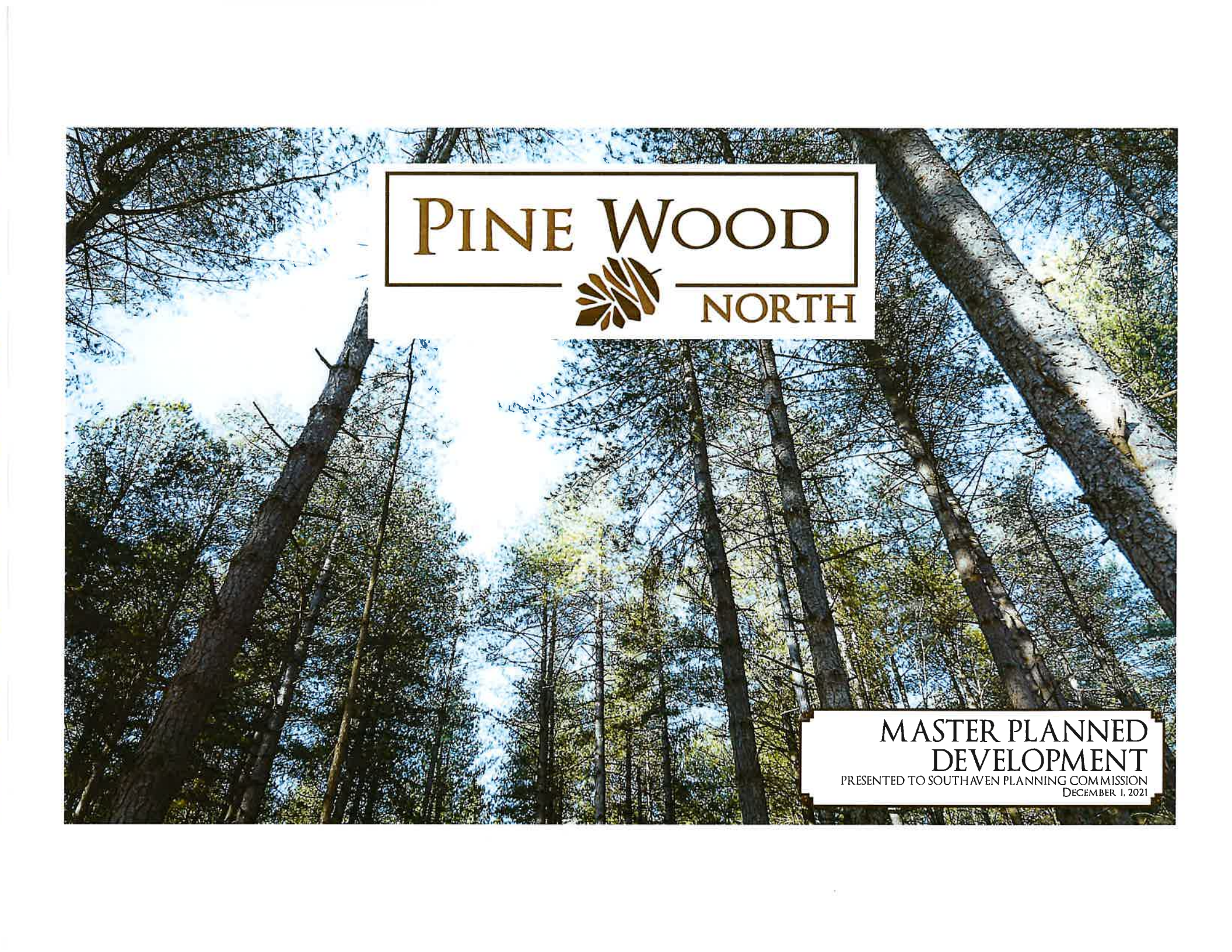
I/we, _____, Mortgagee of the property hereon, hereby
adopt this as my plan of subdivision and dedicate the right-of-way for thoroughfares as shown on the plat of subdivision
to the public use forever and reserve for the public utilities the utility easements shown on the plat. I hereby certify
that I am the owner in fee simple of the property and that no taxes have become due and payable.
This _____ day of _____, 19____.

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI, COUNTY OF DESOTO

My Commission Expires: _____ Notary Public _____

City Clerk of Southaven

Downloaded At: 11:53 11 September 2009



PINE WOOD



NORTH

MASTER PLANNED DEVELOPMENT

PRESENTED TO SOUTH AVEN PLANNING COMMISSION
DECEMBER 1, 2021

PROJECT INTRODUCTION

Pinewood North Planned Development, located on the northern edge of Southaven, is envisioned as a low density, tightly knit residential community characterized by distinctive architecture, well-maintained streetscapes, and meaningful open space. Designed using sensitive planning and traditional neighborhood principals, the development will blend seamlessly with the surrounding landscape, establishing a welcome addition to the area.

Individual homes will be carefully sited on each lot to maximize curbside appeal and minimize automobile and service area components, as directed by recorded covenants and other guiding documents. The developer will dictate architectural flow along each streetscape to ensure a correct visual rhythm of architectural styles, materials and colors. Residents will enjoy convenient access to well-maintained open spaces through a series of connected sidewalks and trails. Common area maintenance and covenant enforcement will be governed by a strong homeowner's association.

TABLE OF CONTENTS

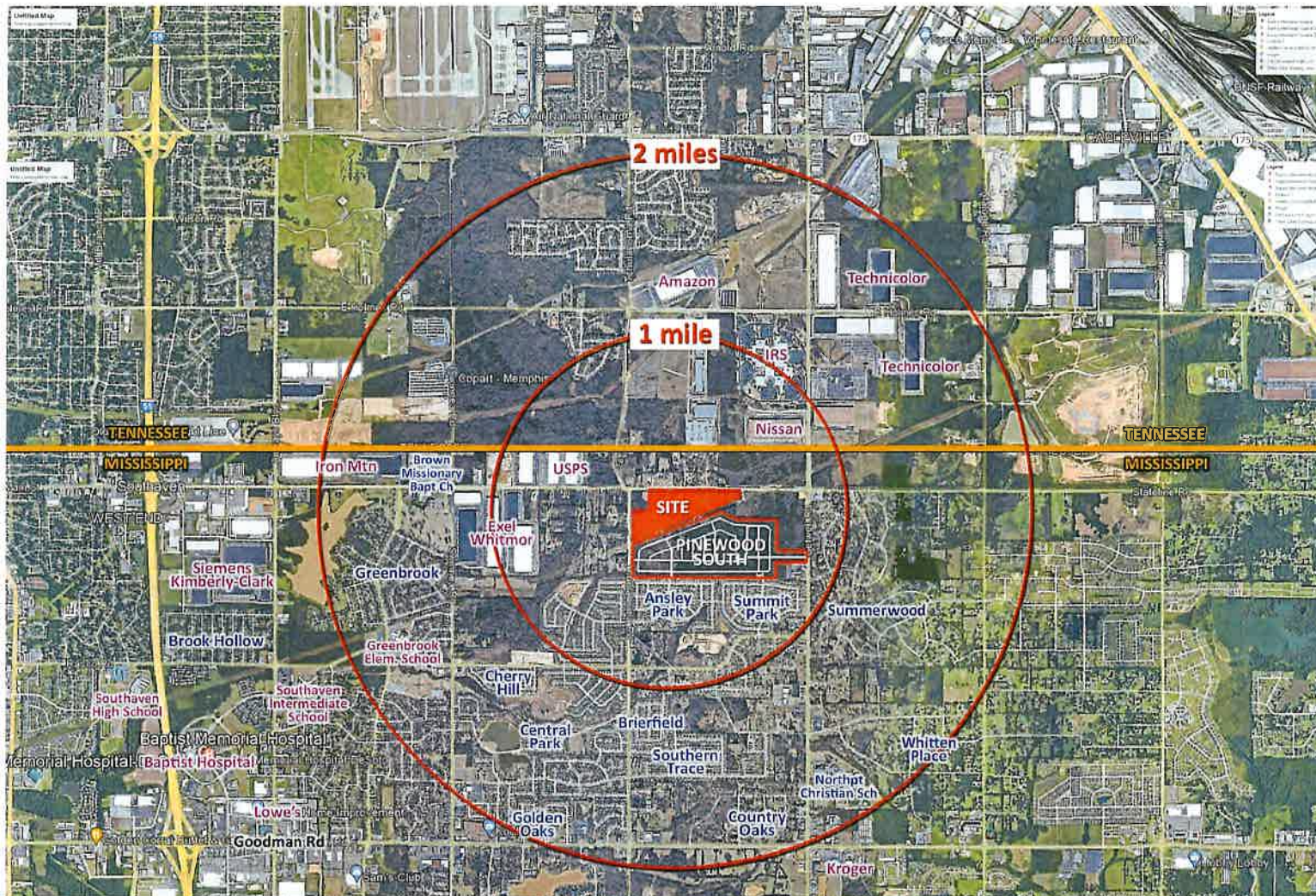
1	Aerial Vicinity Map
2	Existing Zoning
3	Existing Site Conditions
4	Site Plan - Home Size
5	Site Plan - Lot Size
6	Project Phasing
7	Stateline Rd Entry Treatment
8-17	Typical Home Elevation
18-22	P.D. Conditions



SKYLAKE
CONSTRUCTION



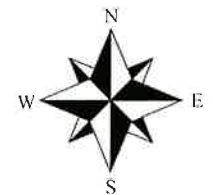
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The proximity to major employment centers, medical facilities, schools make this area of Southaven a prime location for growth.

Pinewood North is located:

- 1.5 miles from Amazon Distribution Center
- 2 miles from Goodman Rd Commercial Corridor
- 3 miles east of I-55 / Stateline Rd interchange
- 4 miles from Baptist Hospital
- 6 miles from the International Airport



AERIAL VICINITY MAP

PINE WOOD
NORTH

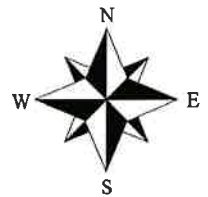
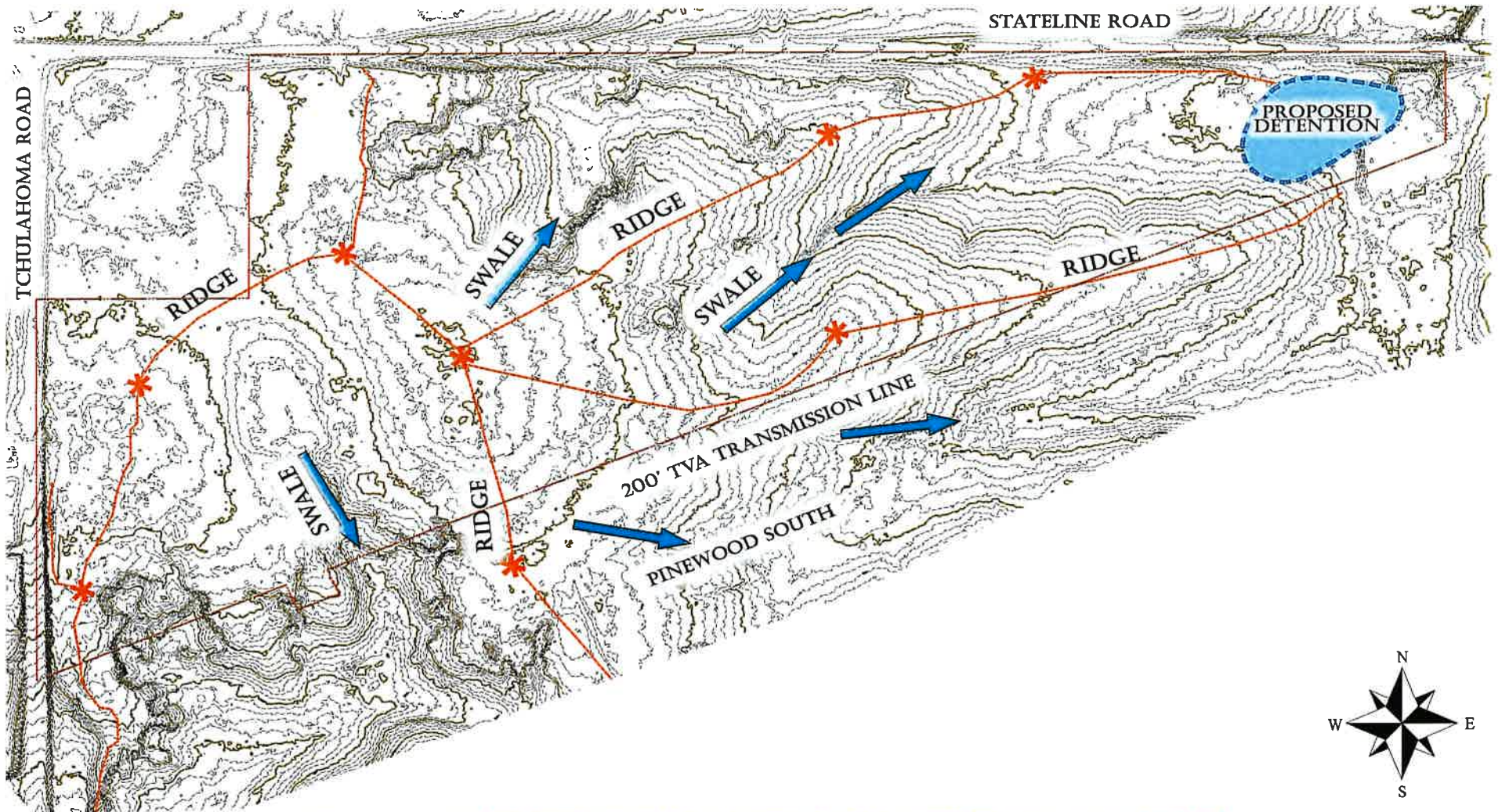


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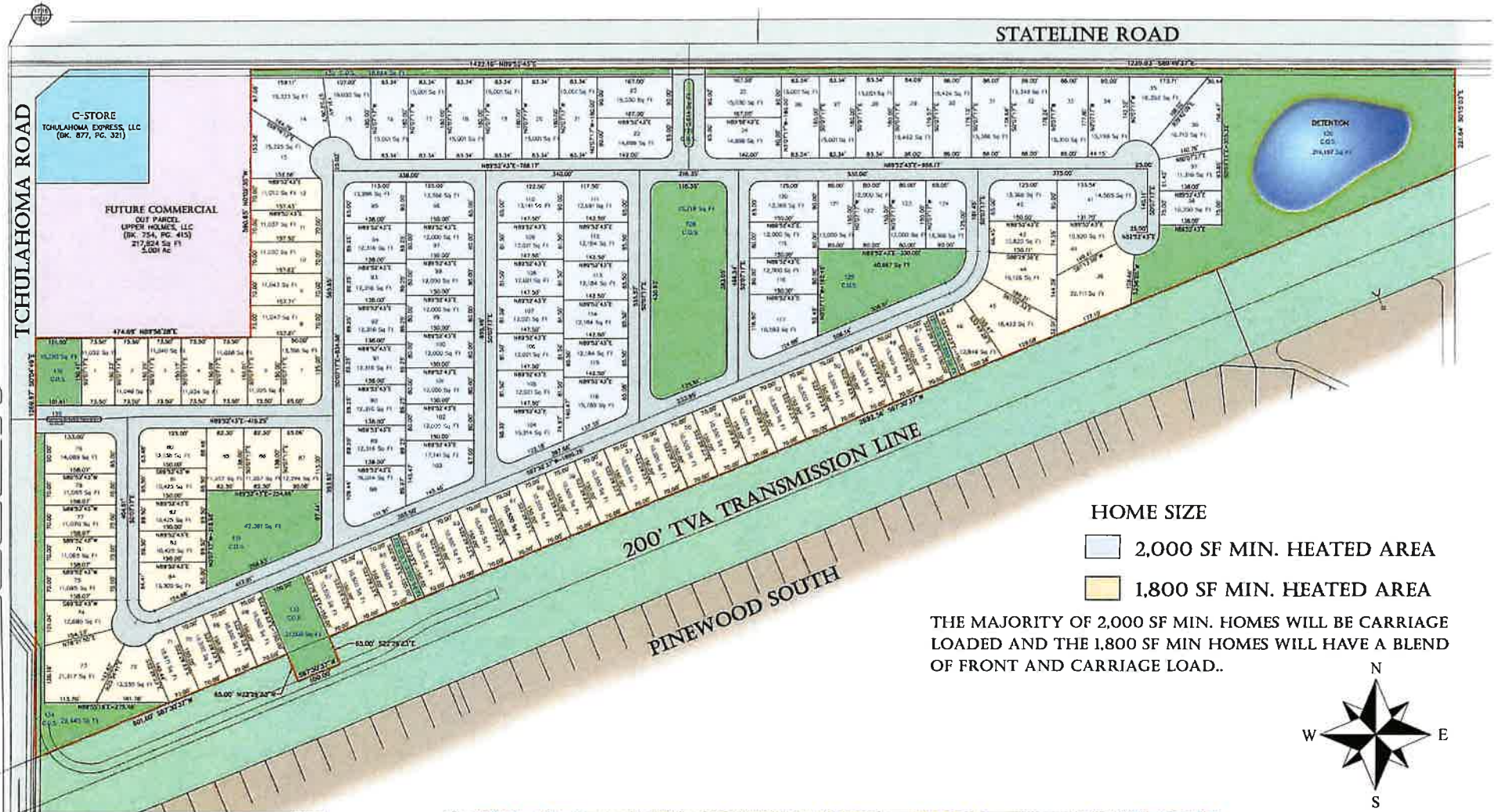
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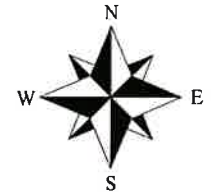


HOME SIZE

2,000 SF MIN. HEATED AREA

1,800 SF MIN. HEATED AREA

THE MAJORITY OF 2,000 SF MIN. HOMES WILL BE CARRIAGE LOADED AND THE 1,800 SF MIN HOMES WILL HAVE A BLEND OF FRONT AND CARRIAGE LOAD..

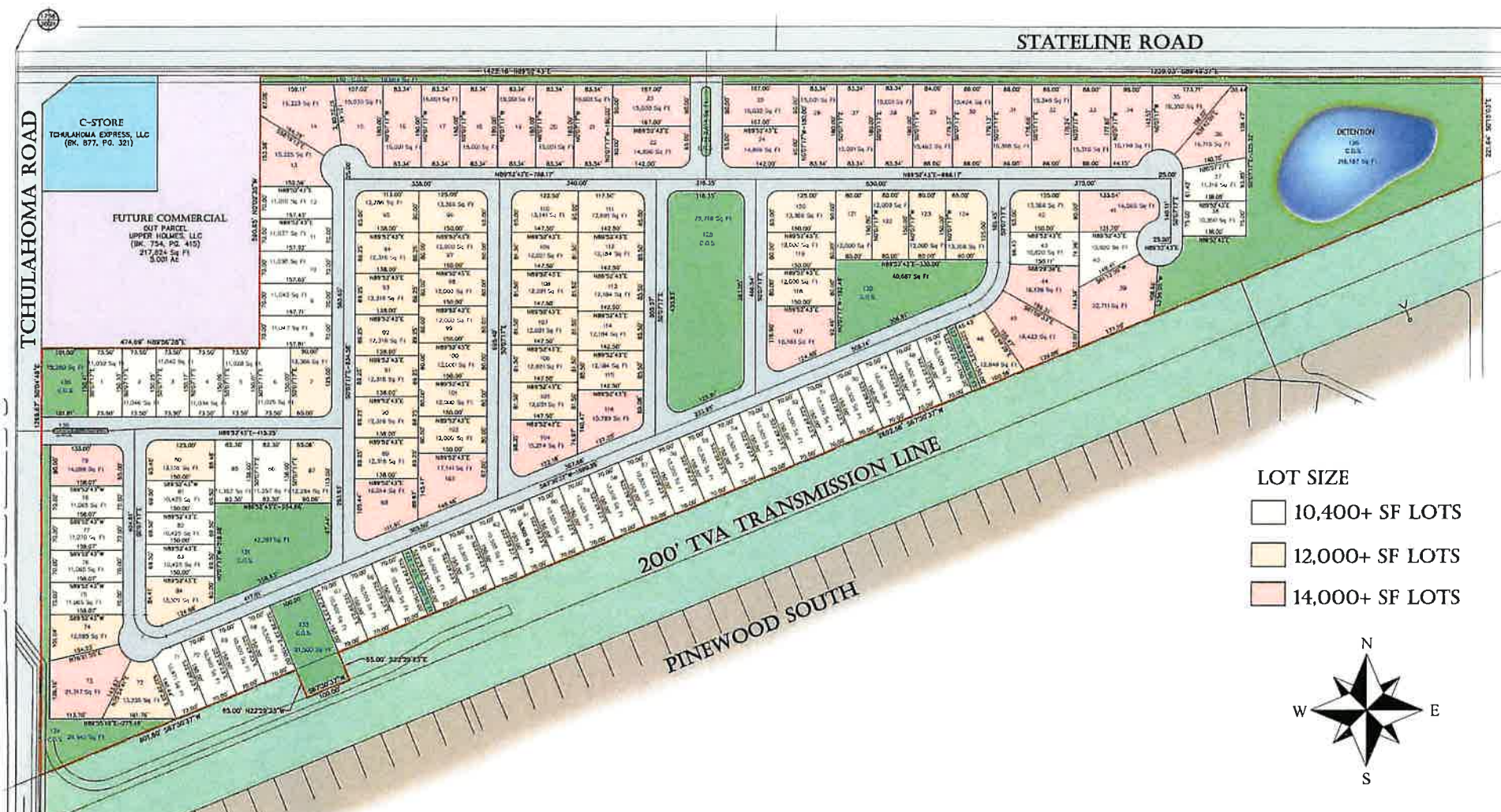


PINE WOOD
NORTH

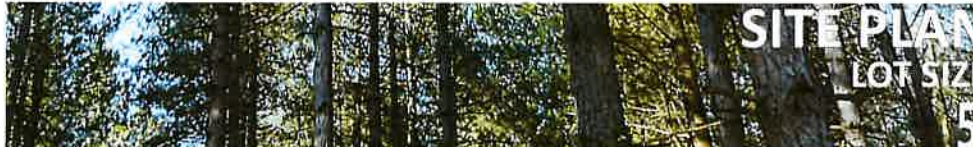
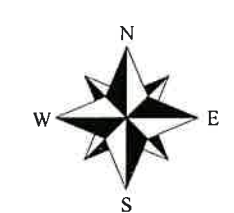


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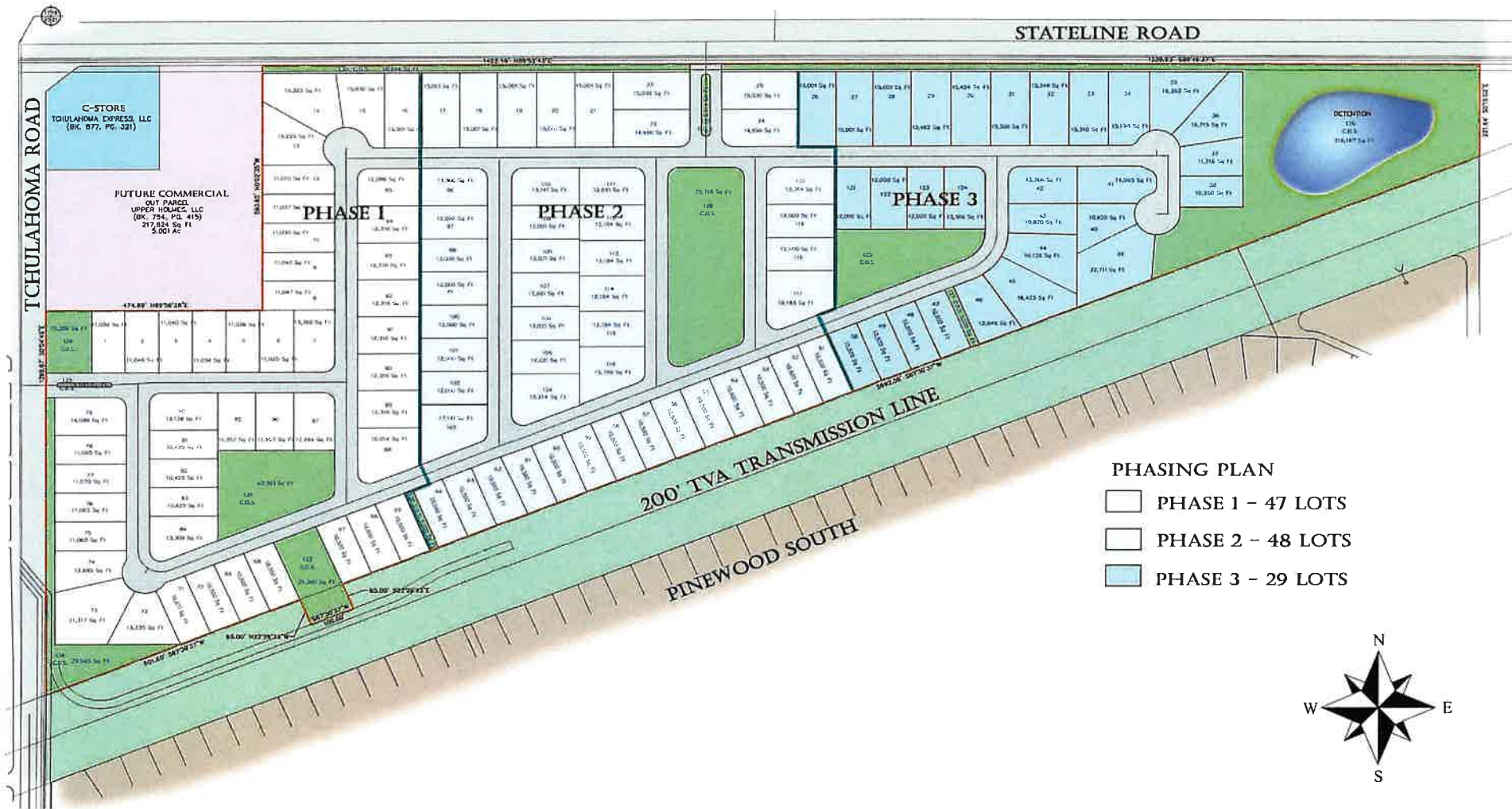
- LOT SIZE**
- 10,400+ SF LOTS
 - 12,000+ SF LOTS
 - 14,000+ SF LOTS

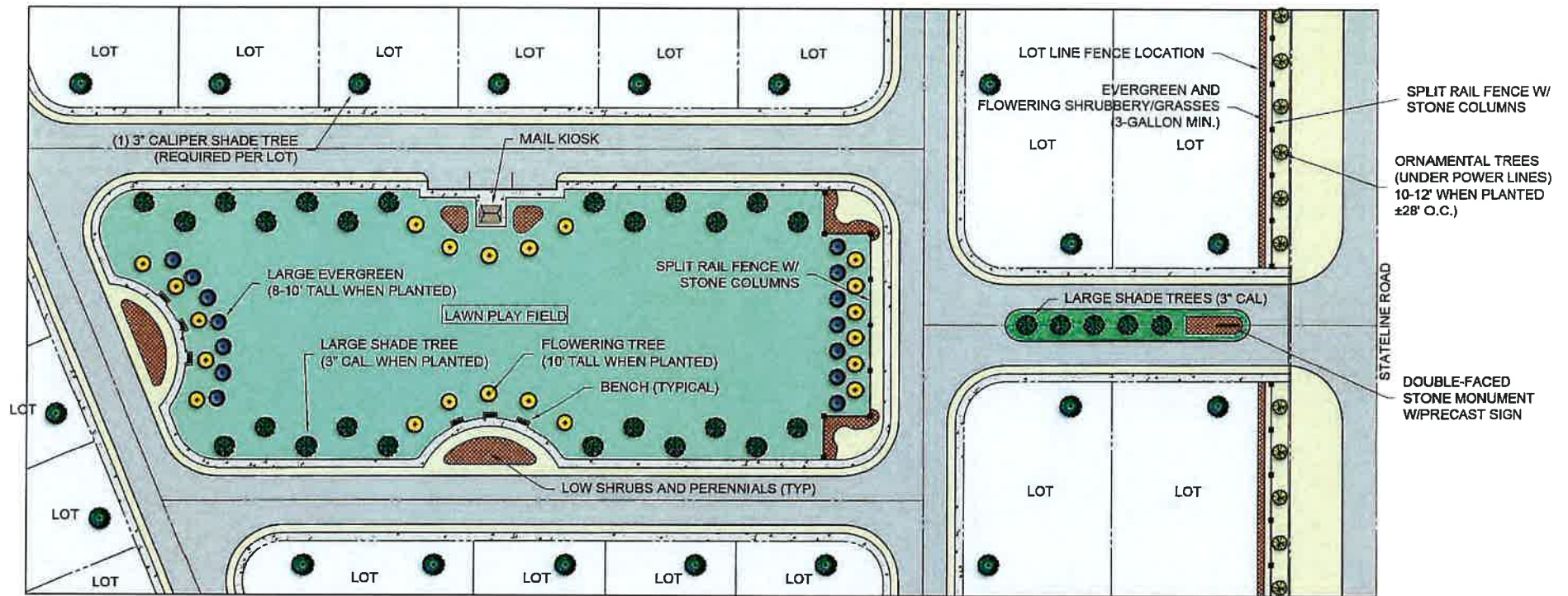


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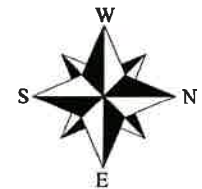
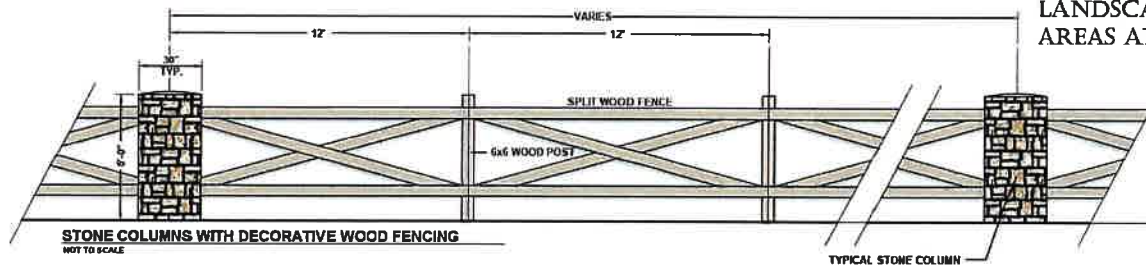
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LANDSCAPE SHOWN IS SIMILAR FOR ALL COMMON AREAS AND FOR TCHULAHOMA ENTRANCE.



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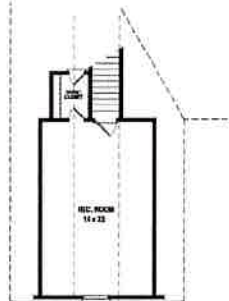
WILLOW

Views & proportions all plans subject to change

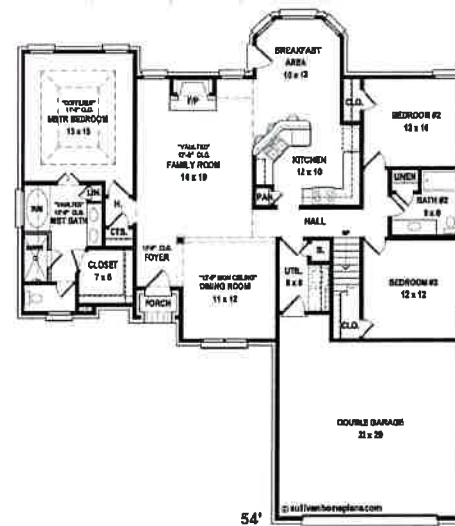


SYCAMORE

Views & proportions all plans subject to change



SQUARE FOOTAGE
1508 Heated Down
407 Heated Up
476 Garage & Storage
166 Front & Rear Porches
2215 Total Heated Area
2691 Total Enclosed Area
2857 Total Under Roof



SQUARE FOOTAGE
1742 Heated Down
544 Heated Up
519 Garage & Storage
17 Front Porch
2306 Total Heated Area
2825 Total Enclosed Area
2842 Total Under Roof



PINE WOOD
NORTH



SKYLAKE
CONSTRUCTION



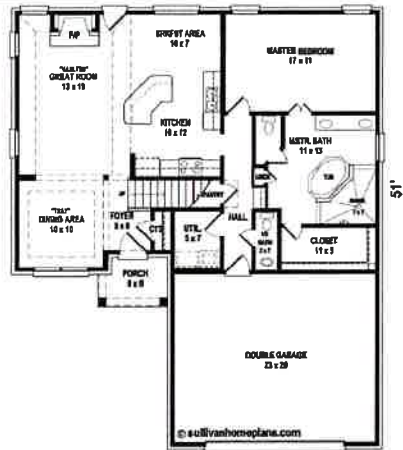
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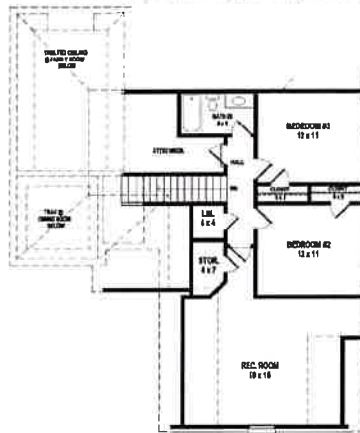
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CHESTNUT



43'
FIRST LEVEL FLOOR PLAN



SECOND LEVEL FLOOR PLAN

SQUARE FOOTAGE
1287 Heated Down
848 Heated Up
504 Garage & Storage

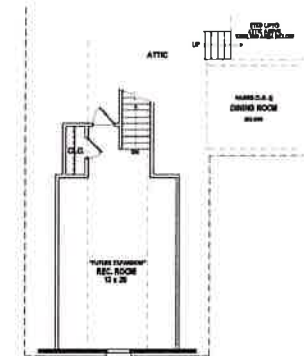
43 Front Porch
2155 Total Heated Area
2659 Total Enclosed Area
2707 Total Under Roof



REDWOOD



FIRST LEVEL FLOOR PLAN



SECOND LEVEL FLOOR PLAN

SQUARE FOOTAGE
1725 Heated Down
536 Heated Up
464 Garage & Storage

167 Front & Rear Porches
2061 Total Heated Area
2525 Total Under Roof
2692 Total Enclosed Area



TYPICAL HOME ELEVATION



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CYPRESS

Colors & materials shown are suggestions only. All plans subject to change.

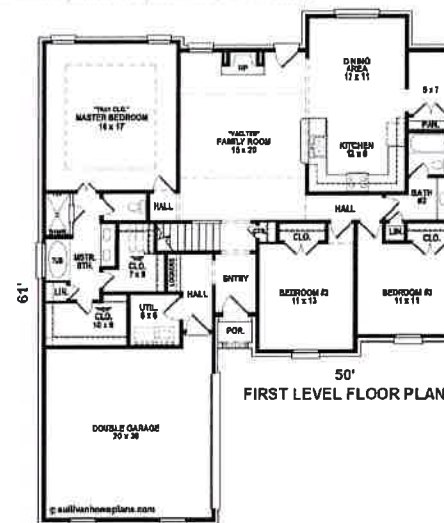
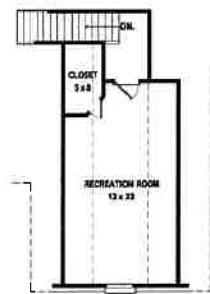


CHERRY BLOSSOM

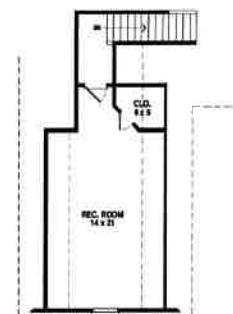
Colors & materials shown are suggestions only. All plans subject to change.



SQUARE FOOTAGE
1730 Heated Down
436 Heated Up
531 Garage & Storage
189 Front & Rear Porches
2166 Total Heated Area
2699 Total Enclosed Area
2868 Total Under Roof



SQUARE FOOTAGE
1834 Heated Down
444 Heated Up
460 Garage & Storage
13 Front Porch
2278 Total Heated Area
2738 Total Enclosed Area
2751 Total Under Roof



PINE WOOD
NORTH

SKYLAKE
CONSTRUCTION



TYPICAL HOME ELEVATION

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REDBUD



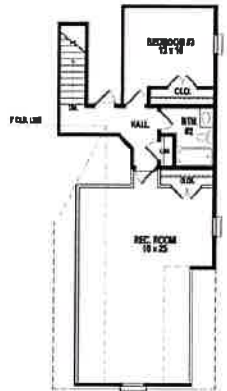
SWEETGUM

Views are illustrative, all plans subject to change

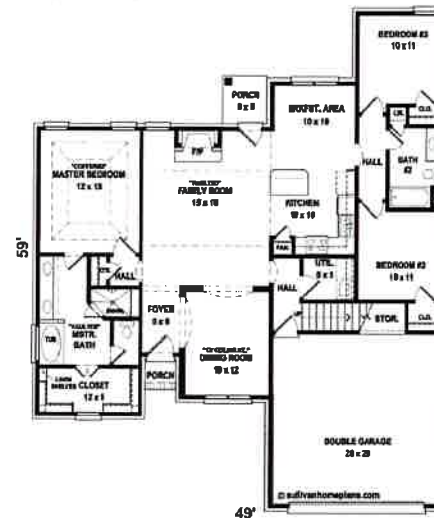
Views are illustrative, all plans subject to change

SQUARE FOOTAGE
 1568 Heated Down
 759 Heated Up
 1338 Garage & Storage
 2993 Front & Rear Porches
 2327 Total Heated Area
 2935 Total Enclosed Area
 3128 Total Under Pool

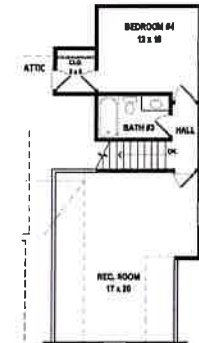
SQUARE FOOTAGE
 1674 Heated Down
 598 Heated Up
 443 Garage & Storage
 42 Front & Rear Porches
 2212 Total Heated Area
 2714 Total Enclosed Area
 2756 Total Under Pool



SECOND LEVEL FLOOR PLAN



FIRST LEVEL FLOOR PLAN



SECOND LEVEL FLOOR PLAN

PINE WOOD
 NORTH



SKYLAKE
 CONSTRUCTION



TYPICAL HOME ELEVATION

11



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ASPEN

Artist's conceptions, all plans subject to change

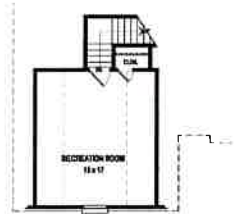


BUCKEYE

Artist's conceptions, all plans subject to change

SQUARE FOOTAGE
1698 Heated Down
281 Heated Up
496 Garage & Storage
113 Front Porch
1979 Total Heated Area
2475 Total Enclosed Area
2588 Total Under Roof

53' BRICK TO BRICK
51' INSIDE FRAME



SECOND LEVEL FLOOR PLAN



SECOND LEVEL FLOOR PLAN

Other elevations available. Please refer to our website for more details.

SQUARE FOOTAGE
1141 Heated Down
732 Heated Up
441 Garage & Storage
181 Front & Rear Porches
1873 Total Heated Area
2314 Total Enclosed Area
2415 Total Under Roof

PINE WOOD
NORTH



SKYLAKE
CONSTRUCTION



TYPICAL HOME ELEVATION

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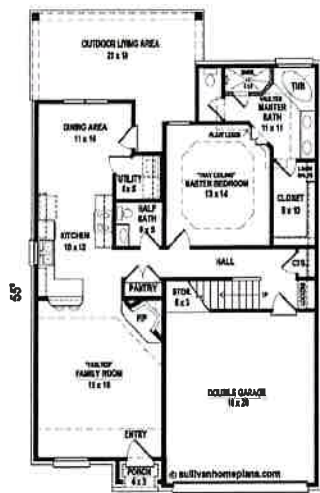


CEDAR

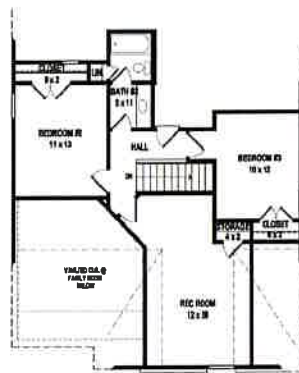
Van's conceptions, all plans subject to change

SQUARE FOOTAGE
 1147 Heated Down
 737 Heated Up
 407 Garage & Storage
 231 Outdoor Living Area

14 Front Porch
 1884 Total Heated Area
 2291 Total Enclosed Area
 2536 Total Under Roof



FIRST LEVEL FLOOR PLAN



SECOND LEVEL FLOOR PLAN



MIMOSA

conceptions, all plans subject to change



SQUARE FOOTAGE
 1626 Heated Down
 379 Heated Up (optional)
 482 Garage & Storage
 87 Front & Rear Porches
 2005 Total Heated Area
 2487 Total Enclosed Area
 2574 Total Under Roof



TYPICAL HOME ELEVATION



SKYLAKE
 CONSTRUCTION



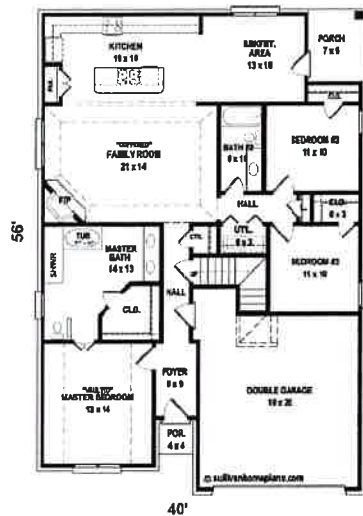
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BASSWOOD II

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FIRST LEVEL FLOOR PLAN

SQUARE FOOTAGE
 1609 Heated Down
 340 Heated Up
 483 Garage & Storage
 79 Front & Rear Porches
 1949 Total Heated Area
 2432 Total Enclosed Area
 2511 Total Under Roof



SECOND LEVEL FLOOR PLAN



COTTONWOOD

Views are for illustration only. All plans subject to change.



FIRST LEVEL FLOOR PLAN

SECOND LEVEL FLOOR PLAN



SQUARE FOOTAGE:
 1587 Heated Down
 290 Heated Up
 446 Garage & Storage

70 Front & Rear Porches
 1871 Total Heated Area
 2317 Total Enclosed Area
 2387 Total Under Roof



SKYLAKE
 CONSTRUCTION



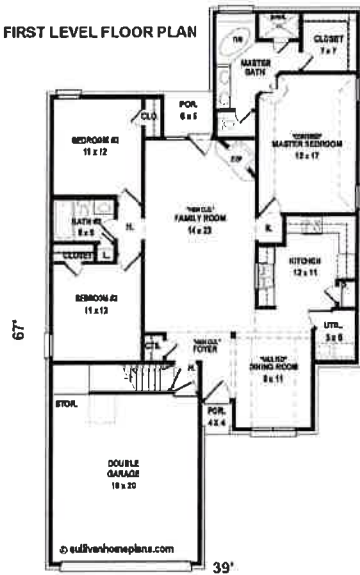
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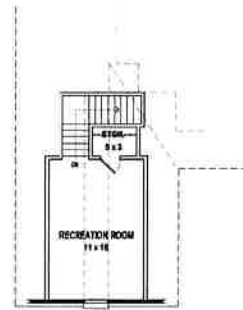
MAGNOLIA

Views shown from all photo angles are shown

FIRST LEVEL FLOOR PLAN



SQUARE FOOTAGE:
1549 Heated Down
284 Heated Up
480 Garage & Storage
47 Front & Rear Porches
1833 Total Heated Area
2293 Total Enclosed Area
2340 Total Under Roof

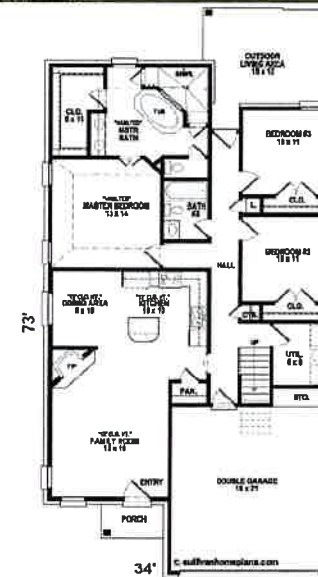


SECOND LEVEL FLOOR PLAN

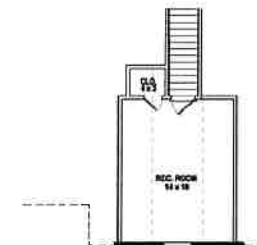


MAYHAW

Views shown from all photo angles are shown



SQUARE FOOTAGE:
1561 Heated Down
261 Heated Up
431 Garage & Storage
31 Front & Rear Porches
1822 Total Heated Area
2256 Total Enclosed Area
2476 Total Under Roof



SECOND LEVEL FLOOR PLAN

PINE WOOD
NORTH



SKYLAKE
CONSTRUCTION



TYPICAL HOME ELEVATION



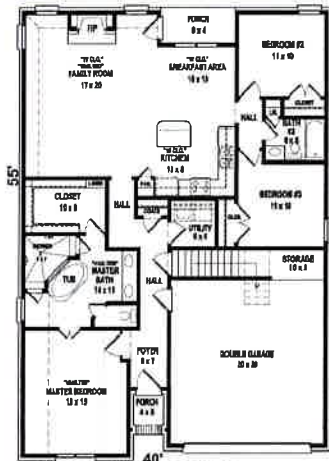
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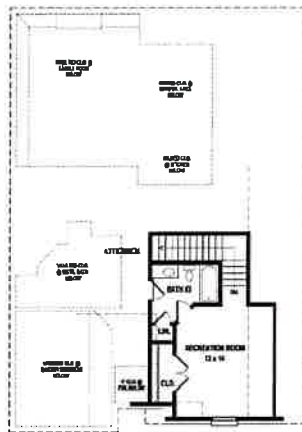


MESQUITE

Area & square footage all plans subject to change



FIRST LEVEL FLOOR PLAN



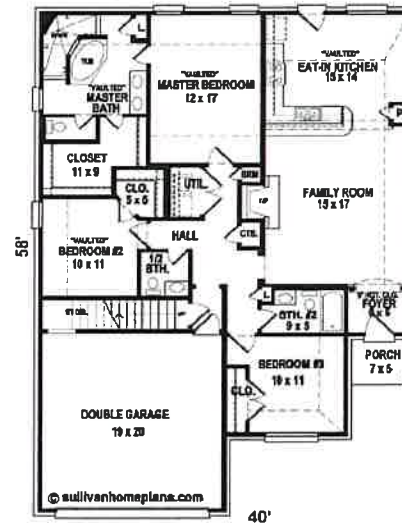
SECOND LEVEL FLOOR PLAN

SQUARE FOOTAGE
1575 Heated Down
305 Heated Up
450 Garage & Storage
60 Front & Rear Porches
1954 Total Heated Area
2494 Total Under Roof



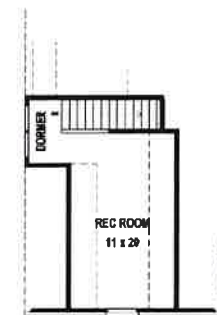
PAPER BIRCH

Area & square footage all plans subject to change



FIRST LEVEL FLOOR PLAN

SQUARE FOOTAGE
1577 Heated Down
305 Heated Up
453 Garage & Storage
34 Front & Rear Porches
1577 Total Heated Area
2335 Total Enclosed Area
2369 Total Under Roof



SECOND LEVEL FLOOR PLAN

PINE WOOD
NORTH



SKYLAKE
CONSTRUCTION



TYPICAL HOME ELEVATION

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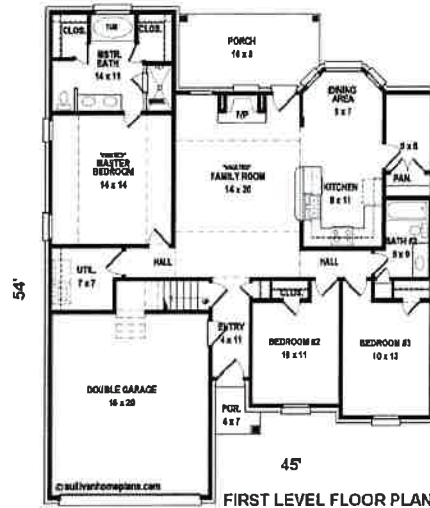
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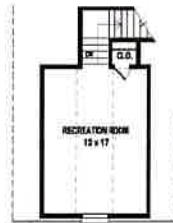
SILVERBELL

Views are approx. all plans subject to change



FIRST LEVEL FLOOR PLAN

SQUARE FOOTAGE
1580 Heated Down
302 Heated Up
421 Garage & Storage
154 Front & Rear Porches
1882 Total Heated Area
2302 Total Enclosed Area
2457 Total Under Roof



SECOND LEVEL FLOOR PLAN

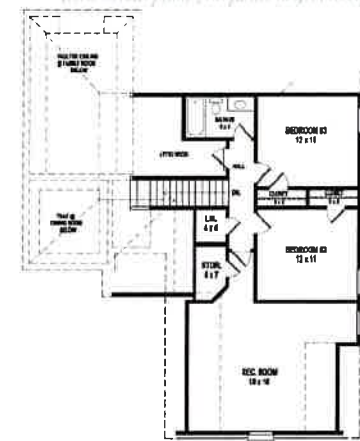


CHESTNUT

Views are approx. all plans subject to change



FIRST LEVEL FLOOR PLAN



SECOND LEVEL FLOOR PLAN

SQUARE FOOTAGE
1307 Heated Down
848 Heated Up
1501 Garage & Storage
43 Front Porch
2155 Total Heated Area
2659 Total Enclosed Area
2702 Total Under Roof

PINE WOOD
NORTH



TYPICAL HOME ELEVATION



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**OUTLINE PLAN CONDITIONS
PINWOOD PLANNED DEVELOPMENT
June 1, 2017**

REVISED TEXT FOR PINWOOD NORTH
(AREA 2 - NORTH OF TVA EASEMENT ONLY)
DECEMBER 2021

Overview

Pinewood Planned Development is a 280-acre mixed-use development that contains retail, office, and medium density single family residential uses. Pinewood complies with the designation set forth in the General Development Plan for the city of Southaven and falls within the allowable density recommendations of this area. A specific and detailed plan of development will be submitted for review and approval by the development staff and the Planning Commission identifying unit sizes, architectural style, exterior building materials, landscape planting plans and other site development features with the application of the Final Plans and Final Site Plans for each phase of development.

I. Area 1

A. General Concept

Area 1 consists of approximately 12.5 acres and is intended to develop as a planned commercial site providing goods and services to the neighborhood and the greater Southaven community. Area 1 is also intended to create the identity and western gateway for Pinewood.

B. Uses Permitted:

Uses as permitted by right and as governed by the General Commercial (C-4) District with the exception of:

- 1) Aluminum can collection center with no processing or outside storage
- 2) Automobile dealership, new and used
- 3) Automobile rental office
- 4) Bowling Alley
- 5) Bus terminal
- 6) Carnival
- 7) Car Wash
- 8) Car Wash as an accessory to a convenience store
- 9) Contractors storage yard
- 10) Crop, soil preparation, agriculture services
- 11) Donation Boxes
- 12) Funeral Home
- 13) Laboratories, research, experimental or testing
- 14) Lounges, bars, taverns and similar establishments
- 15) Miniature golf course
- 16) Motor Vehicle service with outside storage
- 17) Outside sales and storage

- 18) Outside sales and storage
- 19) Commercial parking
- 20) Skating rink
- 21) Special event tents
- 22) Theater
- 23) Wholesale merchandising/discount retail
- 24) Plumbing shop
- 25) Wedding Chapel
- 26) Zoo
- 27) Small assembly or manufacturing
- 28) Accessory dwelling units
- 29) Hotel
- 30) Cemetery
- 31) Radio and television towers, or antennas, or earth stations
- 32) Parking, automobile parking lot or garages
- 33) Retail Strip Center

C. Site Development Regulations (setbacks, height and other bulk regulations)

1) Building Setbacks:

- a) Front yard setback from any street R.O.W. shall be fifty (50) feet.
- b) Rear yard setback shall be twenty (15) feet when adjacent to retail, office or planned business park uses.
Rear yard setback shall be fifty (50) feet when adjacent to residential uses.
- c) Side yard setbacks shall be zero (0) feet when adjacent to retail.
Side yard setbacks shall be fifty (50) feet when adjacent to residential uses.

2) Maximum building height shall be forty (40) feet

D. Access, Parking and Circulation:

- 1) The City Engineer shall approve the final design and final location of curb cuts.
- 2) Off-street parking shall be at the ratio of one parking space per three hundred (300) square feet of gross floor area and loading shall be in accordance with Chapter 7 of the City of Southaven Zoning Ordinance.

E. Landscaping, Bufferyards, and Screening

- 1) A fifteen (15) foot Landscape Buffer Plate A shall be installed along all Stateline and Tchulahoma Road right of ways, as illustrated on the Conceptual Site Plan. Interior landscaping shall be in accordance with the City of Southaven Zoning Ordinance.



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- 2) A fifteen (15) foot Landscape Buffer Plate B shall be installed between Retail Uses and Residential Uses.
- 3) All landscape areas will be provided with an underground irrigation system.

F. Signage:

- 1) Shall be in accordance with Chapter 6 of the City of Southaven Zoning Ordinance.

II. Area 2 (NORTH OF TVA EASEMENT ONLY)

A. General Concept:

Area 2 consists of approximately ~~220.07~~ ^{56.57} acres and is intended to develop as medium density single family residential uses (R-9).

B. Uses Permitted:

Uses as permitted by right and as governed by the R-9 Single Family district.

C. Site Development Regulations (setbacks, height and other bulk regulations)

- 1) Building Setbacks:
 - a) Front yard setback from any street R.O.W. shall be thirty five (35) feet.
 - b) Rear yard setback shall be twenty five (25) feet.
 - c) Side yard setbacks shall be five (5) feet minimum for a total of 15 feet between structures.

- 2) Maximum building height shall be thirty-five (35) feet.

- 3) The Minimum building size is ~~1,600~~ ^{1,800-2,000 HEATED SF} s.f.

- 4) Minimum lot size is ~~9,787~~ ^{10,425} square feet.

- a) Lot Width 70 feet minimum
- b) Maximum density is ~~4-9~~ ^{2.5} dwelling units per gross acre

D. Access, Parking and Circulation:

The City Engineer shall approve the final design and final location of curb cuts.

E. Landscaping, Screening and Buffer yards:

- 1) A ~~fifteen (15)~~ ^{TWENTY (20)} foot Landscape Buffer, Plate C shall be provided along the Getwell Road, Stateline Road and Tchulahoma Road frontages as indicated on the outline plan.

F. Signage:

- 1) Shall be in accordance with Chapter 6 of the City of Southaven Zoning Ordinance.

IV. Area 3

A. General Concept

Area 3 consists of approximately 20.8 acres and its primary uses are intended to be Office (O) Uses.

B. Uses Permitted:

Office (O) uses as set forth by Chapter 12, Section 13-12(e) of the City of Southaven Zoning Ordinance with the exception of:

- 1) Barber Shop
- 2) Beauty Shop
- 3) Hair Studio
- 4) Hair Braiding
- 5) Full Service Retail
- 6) Residential Retirement Community

C. Site Development Regulations (setbacks, height and other bulk regulations)

- 1) Building Setbacks for Office Uses:
 - a) Front yard setback from all R.O.W. shall be fifty (50) feet.
 - b) Rear yard setback shall be twenty (20) feet.
 - c) Side yard setbacks shall be five (5) feet.

- 2) Maximum building height shall be thirty-five (35) feet.

D. Access, Parking and Circulation:

- 1) The City Engineer shall approve the final design and final location of curb cuts.



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- 2) All internal public streets shall be constructed to meet the City of Southaven pavement design standards and regulations and shall be a minimum width of sixty (60) feet.

E. Landscaping, Bufferyards, and Screening

- 1) A fifteen (15) foot Landscape Buffer Plate A shall be installed along Getwell Road right-of-way. Interior landscaping shall be in accordance with the City of Southaven Zoning Ordinance.
- 2) A fifteen (15) foot Landscape Buffer Plate B shall be installed between Office Uses and Residential Uses
- 3) All landscaped areas will be provided with an underground irrigation system.
- 4) All common open space shall be maintained by a Property owner's Association.

F. Signage:

- 1) Shall be in accordance with Chapter 6 of the City of Southaven Zoning.

V. Area 4

A. General Concept

Area 4 consists of approximately 18.07 acres and is intended to develop as a planned commercial site providing goods and services to the neighborhood and the greater Southaven community.

B. Uses Permitted:

Uses as permitted by right and as governed by the General Commercial (C-4) District with the exception of:

- 1) Aluminum can collection center with no processing or outside storage
- 2) Automobile dealership, new and used
- 3) Automobile rental office
- 4) Bowling Alley
- 5) Bus terminal
- 6) Carnival
- 7) Car Wash
- 8) Car Wash as an accessory to a convenience store

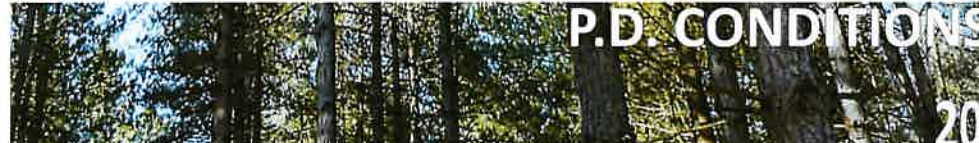
- 9) Contractors storage yard
- 10) Crop, soil preparation, agriculture services
- 11) Donation Boxes
- 12) Funeral Home
- 13) Laboratories, research, experimental or testing
- 14) Lounges, bars, taverns and similar establishments
- 15) Miniature golf course
- 16) Motor Vehicle service with outside storage
- 17) Outside sales and storage
- 18) Outside sales and storage
- 19) Commercial parking
- 20) Skating rink
- 21) Special event tents
- 22) Theater
- 23) Wholesale merchandising/discount retail
- 24) Plumbing shop
- 25) Wedding Chapel
- 26) Zoo
- 27) Small assembly or manufacturing
- 28) Accessory dwelling units
- 29) Hotel
- 30) Cemetery
- 31) Radio and television towers, or antennas, or earth stations
- 32) Parking, automobile parking lot or garages
- 33) Retail Strip Centers

C. Site Development Regulations (setbacks, height and other bulk regulations)

- 1) Building Setbacks:
 - a) Front yard setback from any street R.O.W. shall be fifty (50) feet.
 - b) Rear yard setback shall be twenty (15) feet when adjacent to retail, office or planned business park uses.
Rear yard setback shall be fifty (50) feet when adjacent to residential uses.
 - c) Side yard setbacks shall be zero (0) feet when adjacent to retail.
Side yard setbacks shall be fifty (50) feet when adjacent to residential uses.
- 2) Maximum building height shall be forty (40) feet

D. Access, Parking and Circulation:

- 1) The City Engineer shall approve the final design and final location of curb Cuts.



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- 2) Off-street parking shall be at the ratio of one parking space per three hundred (300) square feet of gross floor area and loading shall be in accordance with Chapter 7 of the City of Southaven Zoning Ordinance.

E. Landscaping, Bufferyards, and Screening

- 1) A fifteen (15) foot Landscape Buffer Plate A shall be installed along all Getwell and Stateline Roads, as illustrated on the Conceptual Site Plan. Interior landscaping shall be in accordance with the City of Southaven Zoning Ordinance.
- 2) A fifteen (15) foot Landscape Buffer Plate B shall be installed between Retail Uses and Office Uses.
- 3) All landscape areas will be provided with an underground irrigation system.

F. Signage:

- 1) Shall be in accordance with Chapter 6 of the City of Southaven Zoning Ordinance.

VI. Miscellaneous

- 1) Getwell Road shall be dedicated fifty-three (53) feet from center line and improved in accordance with the City of Southaven Subdivision Regulations.
- 2) Tchulahoma Road shall be dedicated Fifty-three (53) feet from centerline and improved in accordance with the City of Southaven Subdivision Regulations.
- 3) Storm water detention areas shall be permitted in bufferyards as long as the required number of trees is provided and the storm water detention areas are landscaped.
- 4) All required landscaping shall not conflict with any existing or proposed easements.
- 5) All construction and improvements shall be in compliance with erosion and sediment control guidelines and ordinances of the City of Southaven and the State of Mississippi.
- 6) All refuse containers; recycle containers and refuse packers shall be screened from external boundary rights-of-way in accordance with the Southaven Design Review Ordinance.

- 7) Loading docks shall be located and screened from view of external boundary public rights-of-way.
- 8) Tree mitigation shall be based on a percentage of tree canopy area as measured by current aerial photography and a determination by the City Planner and the developer based on an onsite visit. This ratio will measure the tree canopy from aerial photography and deduct a certain percentage (not to exceed 15%) for damaged, diseased or dead trees based on a site visit. No tree survey will be required.

9) STATELINE RD SHALL BE DEDICATED FIFTY-THREE (53) FEET FROM CENTERLINE AND IMPROVED IN ACCORDANCE WITH THE CITY OF SOUTHAVEN SUBDIVISION REGULATIONS.

IX. Drainage

- A. The storm water drainage system shall be designed and constructed to the standards of the City of Southaven Regulations.
- B. All Site Plans shall include a Preliminary Grading and Drainage Plan for review by the City Engineer.

X. Sanitary Sewer

The sanitary sewer system shall be designed and constructed in accordance with the Mississippi Department of Health and Environment and the City of Southaven standards and specifications.

XI. Utilities

- A. All utility service meters, junction boxes, transformers and other utility appurtenances shall be placed in service areas or otherwise screened from public view.
- B. All utilities (other than mainline feed supplied by the local utility provider) shall be underground.

XII. Final Plan Review

- A. The final site plan/final plat shall contain the following information:
 - 1) The location, dimensions, floor area and height of typical buildings, structures, signs and parking areas.
 - 2) Specific landscape plans for internal and perimeter landscaping and screening, including plant species and sizes.
 - 3) The location and use of all common open space.

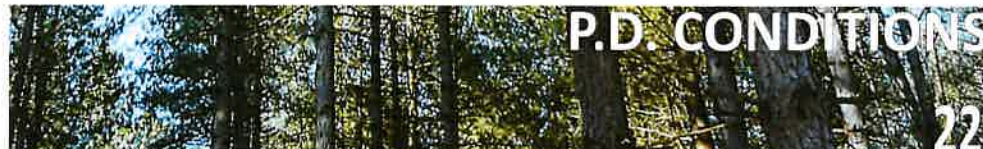


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- 4) The proposed exterior appearance of buildings and signs including elevation drawings and material selections.
- 5) Proposed means of access and circulation of automobile and pedestrian traffic.

B. The final plan shall be reviewed based upon the following criteria:

- 1) Conformance with the Concept Plan Conditions and Subdivision Regulations.
- 2) Conformance with the standards and criteria for planned developments contained in the Zoning Ordinance.
- 3) Conformance with the design principles for the Southaven Design Review Ordinance.



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This instrument prepared by and return to:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PINWOOD SUBDIVISION

Grantor: M & R ASSOCIATES, INC.
P.O. Box 488
Nesbit, MS 38651
901-282-6067

Grantee: Pinewood Homeowner's Association, Inc.
P.O. Box 488
Nesbit, MS 38651
901-282-6067

INDEXING INSTRUCTIONS: Lots 65-107, Phase II, Pinewood PD, located in Section 21,
Township 1 South, Range 7 West, DeSoto County, Mississippi, per plat thereof recorded in Plat
Book_____, Page_____, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PINWOOD SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by M & R Associates, Inc., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner for certain property described below, in DeSoto County, State of Mississippi, which is more adequately described as:

Lots 65-107, Phase II, Pinewood PD, located in Section 21, Township 1 South, Range 7 West, DeSoto County, Mississippi, per plat thereof recorded in Plat Book _____, Page _____, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1
DEFINITIONS

Section 1. "Association" shall mean and refer to Pinewood Homeowner's Association Inc., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties which the exception of the Common Area.

Section 5. "Common Area" shall mean to include all such areas as "open space" as designated on the plat of subdivision.

Section 6. "Declarant" shall mean and refer to M & R Associates, Inc.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any

assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

In the event the Association is dissolved, the assets thereto shall be dedicated to a public body or conveyed to a non-profit corporation with similar purposes.

No such dedication, dissolution or transfer shall be effective unless an instrument signed by the Declarant (only while he is the owner of at least 1 lot in the subdivision or any property that Declarant owns that may be subject to this declaration in the future) or 51% of members agreeing to each dedication, dissolution or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws or rules and regulations of the Association as promulgated from time to time, his right of enjoyment to the Common Area and facilities to the members of his family, or contract purchasers who resided on the property. Pursuant to and consistent with the requirements of the City of Southaven, Developer and/or HOA is not allowing third party rentals of homes.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two class of voting membership:

Class A. The Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be case with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when all of the lots have been sold, or
- (b) on January 1, 2050.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of

such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the subdivision, entrances, boundary, fencing and landscaping, and of the homes situated upon the Properties. As set forth in the following section, the Association shall have the power and the authority to change assessments, as appropriate, to meet said needs and obligations as they may become due.

Section 3. Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the initial annual assessment shall not exceed \$250.00, per year. However, no annual assessment shall be due by the Declarant or the homebuilder that Declarant has sold the lots to. Said fee may be collected monthly, at the option of the Association and may be adjusted annually by either the Declarant or the Association through its Board of Directors as set forth in its bylaws.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an 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 or maintenance of the common areas, including fixtures and personal property

related thereto. Such assessment shall have the assent of a majority of the Board of Directors.

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

ONLY IF REQUIRED BY LAW. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meetings called, the presence of members or of proxies entitled to cast 25 percent (25%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. The provision shall not be in force as long as Declarant retains management of the Association or is the owner of any lot or other property that is subject or may be subject in the future to this declaration.

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

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. However, failure to pay said assessments will not constitute a default under any insured mortgage. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided by herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Management. The Association may retain the services of a professional management company to manage all aspects of the Association.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. General: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated 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 will not be required and this Article will be deemed to have been fully complied with. The Declarant shall serve as the Architectural Committee as long as he owns any lot or property that may be subject to this Declaration.

ARTICLE VI COVENANTS AND RESTRICTIONS FOR USE

Section 1. Residential Use and Subdivision of a Lot. No lot shall be used except for private residential purposes. No lot in the planned development shall be subdivided.

All lots shall be a minimum of 1800 total square feet.

Section 2. Prohibited Uses/Nuisances. In order to provide for a congenial occupation of the homes within the planned development, and to provide for the protection of the value of the entire development, the use of the residence shall be in accordance with the following provisions:

- a. Said Property is hereby restricted to the residential dwellings.
- b. All buildings or structures erected upon said lot shall be of new construction, and no buildings or structures shall be moved from their locations onto said Property, and no subsequent buildings or structures of a temporary character, trailer, basement, tent, shack, garages, barn or other out building shall be used on any portion of said Property at any time as a residence either temporarily or permanently.

Section 3. Prohibited Uses, Nuisances, General.

- a. Each Lot shall be conveyed as a separately designed and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants of record in the Chancery Clerk's Office, DeSoto County, Mississippi.
- b. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or homebuilder to maintain, during the period or the sale of said Lots, upon such portion or the premises as Declarant or homebuilder deems necessary, such facilities, as in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, but without limitation, a business office, storage area, construction yard, signs, model units and sales office.
- c. No advertising signage, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction, sales, or maintenance of any home or building, if any, of

Declarant or homebuilder, its agents and assigns during the development and sales period of Lots in the planned development.

d. All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of adjoining landowners or neighboring streets. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

e. No exterior television, radio, or other antenna of any sort or any window air conditioning units shall be placed, allowed or maintained upon any portion upon the Property nor upon any structure situated upon Property without prior written approval and the authorization of the Architectural Committee.

f. Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such Lots. Until a structure is constructed by an Owner, Declarant or homebuilder, at its option and its discretion, may mow and have dead trees, siltation, and debris removed from such Lots, Common Area, and the Owner of such Lot shall be obligated to reimburse Declarant for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

g. No obnoxious or offensive trade or activity shall be carried on upon any Lot in this planned development nor shall anything be done thereon which may be or become an annoyance or nuisance to the Planned Development or other Lot owners.

h. No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in the Common Area, or street or between the curb and property lines, or within the drip line of any tree canopy.

i. There shall be no violation of any rules which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the by-laws authorized to adopt such rules.

j. No recreational vehicle (RV or motor home, ATV, etc.), boat, or any type of trailer may be parked or stored on any Lot unless same is in a garage. All

passenger automobiles shall be parked either on the driveway or in a garage. No more than four (4) automobiles per lot. No semi-truck or truck who capacity exceeds one (1) ton or non-type trailer or flatbed trailer may be parked on any residential Lot or in the Common Areas, streets or open spaces.

k. No motor vehicle or any other vehicle, including, but not limited to, a boat, motor and boat trailer, lawn mower, tractor, etc., may be stored on any Lot for the purpose of repair of same. No A-frame or motor mount may be placed on any Lot nor shall any disabled or inoperable vehicle be stored on any lot.

l. No storage building, shed, or other building shall be allowed upon any Lot, unless approved by the Architectural Committee.

m. No chain link fences shall be allowed on any Lot. Wooden or ornamental iron fences will be allowed upon written approval of the Architectural Committee.

n. No car, truck, van, trailer, boat, recreational or commercial type vehicle shall be stored or parked on any lot, unless in a closed garage, nor parked on the streets serving the subdivision, unless engaged in transporting to or from a residence in the subdivision.

o. No motorized vehicles in common area other than maintenance vehicles. Ex: 4-wheelers, motorcycles, go carts, etc. This will be considered trespassing, and violators will be prosecuted.

p. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other generally recognized domestic animals may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. The number of animals shall be limited to 3 animals. In all instances, household pets shall be restrained within fenced areas or under leash. No dog runs will be allowed.

q. All signs, billboards, or advertising structures of any kind are prohibited except for two (2) professional signs of not more than ten (10) square feet to advertise a lot for sale or lease during a sales period and except for signs, billboards, or advertising structure erected by or on behalf of Declarant or homebuilder, during the development and sales period of the property and unsold Lots. No sign is permitted to be nailed or attached to trees. All signs to be approved by the Architectural Committee.

r. Garage/yard sales are not permitted without a permit from the Homeowners Association.

s. All mailboxes (numerals thereon) and the supports and encasements therefore within the subdivision are to be identical in design and will be selected by the Declarant. No decorations except for holiday themes may be affixed or adhered.

t. Swimming pools and/or hot tubs/spas and their accessory structures shall be installed in accordance with the ordinances and regulations of the City of Southaven, and are subject to review and approval of the Architectural Review Committee. No above ground swimming pools shall be permitted.

u. All equipment, garbage cans, service yards, mechanical equipment, swimming pool pumps and filters, woodpiles or storage piles, shall be kept screened by adequate planting or fencing so as to conceal them from view of streets and neighbors. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

v. Declarant will cause to be incorporated a non-profit homeowners association to which every party purchasing a lot, whether the original purchaser or not, will be deemed to have agreed to belong. There shall be one homeowners association for all phases of Pinewood Subdivision.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendments. The covenants and restrictions of this Declaration shall run and bind the land. This Declaration may be amended at anytime by the Declarant or by a simple majority of members of the Association. Any amendment must be recorded.

Section 4. Annexation. Declarant has the right to add additional property and common area to the Association. Declarant may amend this Declaration to include said additional property without any approval whatsoever of the then current lot owners.

IN WITNESS HEREOF, the undersigned have hereunto set their hands and seals this ____ day of _____, 2021.

M & R ASSOCIATES, INC.

By: _____
Jerry McBride, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the ____ day of September, 2021, within my jurisdiction, the within named Jerry D. McBride, who acknowledged that he is President of M & R Associates, Inc., a Mississippi Corporation, and that for and on behalf of the said Corporation, and as it act and deed he executed the above and foregoing instrument, after first having been duly authorized by said Corporation so to do.

NOTARY PUBLIC

My Commission Expires:



Southaven Police Department

BRENT VICKERS • *Chief of Police* | JASON SCALLORN • *Deputy Chief of Police*



Pinewood Subdivision Crime Prevention Strategies

The American Crime Prevention Institute has developed a program called Crime Prevention Through Environmental Design (CPTED). CPTED is a multi-disciplinary approach to deterring or displacing criminal behavior through environmental design. Through their research, CPTED recommends the following ideas and principles for neighborhoods to help prevent crime which may also be beneficial to the Pinewood Subdivision development.

- Cameras monitoring inbound and outbound traffic. Cameras in parks or areas that neighbors can gather. **Cameras presently located at each entry point of subdivision and will remain. Camera presently located at the large 5 acres park area but it is a LPR camera so it is pointed toward the roadway per the suggestion of Chief Moore since all vehicles have to pass this area.**
- License Plate Readers (LPRs) at entry points that capture data for later investigations. At least capture those vehicles that leave an area if LPRs for inbound and outbound are cost prohibitive. **See comment above. All cameras and monitoring is being paid for by the developer at \$6,000 a month until all construction is completed. All new phases will have proper camera location as well.**
- Exterior street lighting to increase visibility and enhance video surveillance operations. **Street lighting was submitted and sent to Entergy through the city.**
- Signage to announce that the area is under surveillance 24 hours a day. **Developer agrees to place signage per Chief.**
- Encourage neighbor gatherings to create more activity around the street and home. (Neighborhood Watch or similar initiatives) **The HOA is managed by Keith Collins and will put forth details about the Neighborhood watch**
- Residential landscaping should be well kept. Do not allow areas to become overgrown with weeds and tall grass. Shrubs, bushes and other plant growth within 6 feet of any sidewalk, driveway, doors or gates should be maintained at a height of not more than 2 feet. Trees should be trimmed so that the lower branches and foliage are at least 7 feet off the ground. **During construction phase will be monitored by the builder. Code Enforcement will enforce property maintenance ordinance beyond that.**
- Lighting on the residence should be mounted on all sides of the residence and all entryways, porches and walkways should be well light. Motion Detection lighting *could* be used on the exterior of the home. **Lights are installed on both sides of all garages, a front porch light and a back porch light. Any lighting beyond that is a preference of the homeowner after purchase.**
- Sidewalks along the street will help to provide a safe walkway for pedestrians while clearly defining public and semi-public areas. **OPD required sidewalks on both sides of all streets which are being installed with the street system.**
- Maintain clear sightlines around the home by trimming and pruning plant growth. **Code enforcement will monitor and enforce property maintenance.**
- Portable LED lighting on construction sites / equipment **Developer is willing to discuss; however, it was already looked at and it was seen as advertising the materials vs. deterring. Developer opted for onsite security guard instead but that came with more theft than before the hiring. Developer has also installed gps tracking on many items in case of being stolen so they can be tracked.**

- a. Less light pollution encroaching on occupied houses
- b. Lighting = Deterrence
- Locking construction equipment in containers for overnight storage **On site storage container is used for storage of equipment and the more valuable materials is already in place.**
- Marked uniform patrols by SPD that is monitored and directed

There are several benefits of CPTED. Reduction in crime, reduction in potential for crime, perceived greater safety and security, and improved quality of life to name a few. In regards to resident benefits, CPTED will increase interaction among residents with stronger neighborhood bonds and improve the sense of security and quality of life through reduced fear of crime. Implementing these ideas and practices may improve the overall perception of the quality of life in the Pinewood subdivision.

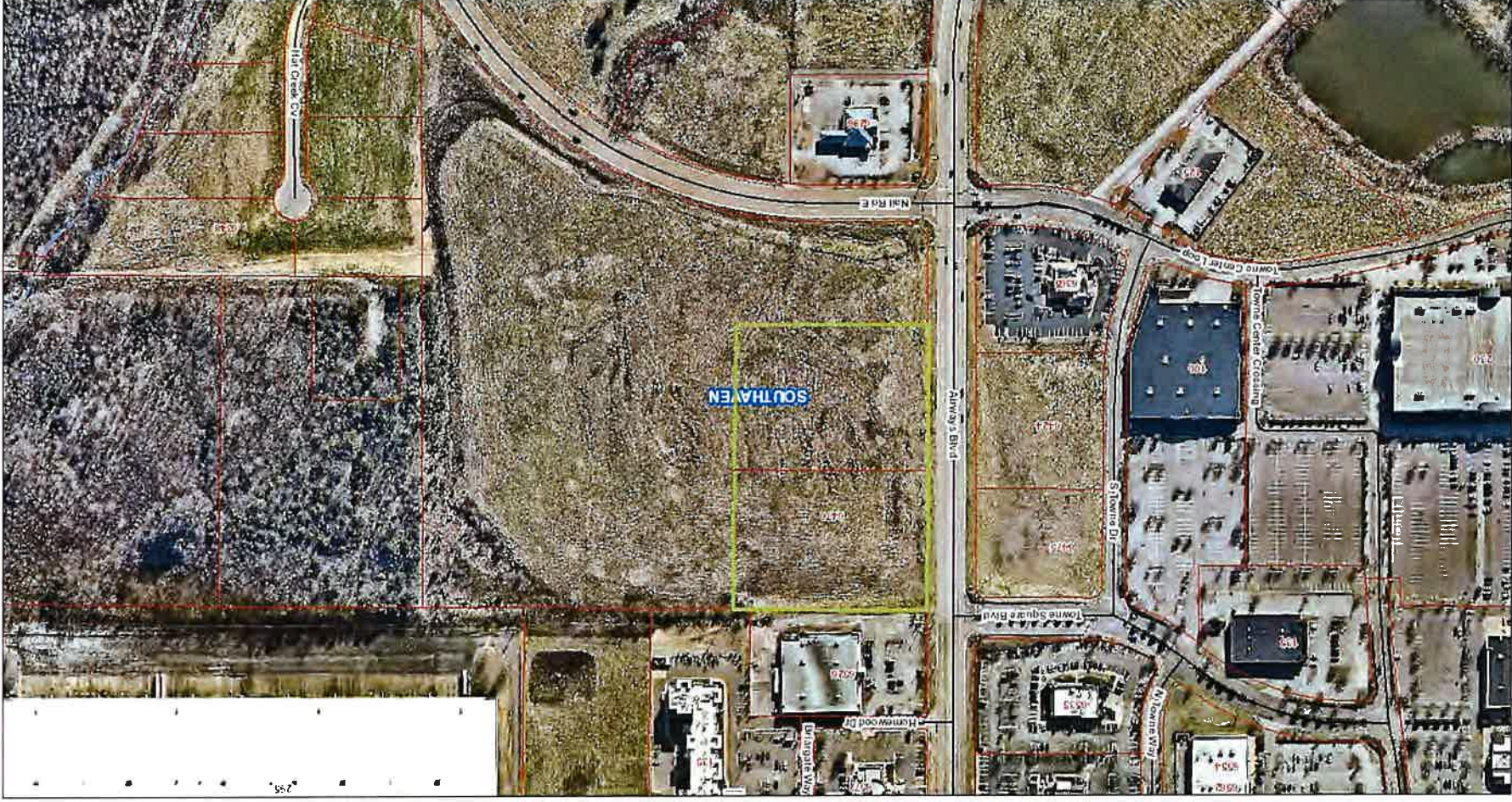
8691 Northwest Drive • Southaven, Mississippi 38671 | (662) 393-8652 • Fax (662) 393-4718

City of Southaven
Office of Planning and Development
Subdivision Staff Report



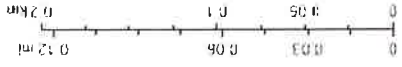
Date of Hearing:	March 25, 2024
Public Hearing Body:	Planning Commission
Applicant:	Bhavin Ghodasra 906 Harpeth Valley Place Nashville, TN 37221 615-645-5721
Total Acreage:	5.7 acres
Existing Zone:	Planned Commercial (C-4)
Location of Subdivision Application	East side of Airways Blvd. north of Nail Road
Comprehensive Plan Designation:	Planned Commercial
Staff Comments: The applicant is requesting subdivision approval for Airways Hotel Subdivision on the east side of Airways Blvd., north of Nail Road. There are two lots shown that have been carved out of a larger parcel of land which is shown to be left out of this application. At present time, lot 1, which consists of 2.97 acres has a hotel under construction with access shown directly off of Airways Blvd. in two locations. Lot 2, which is directly south of lot 1, consists of 2.97 acres. There is an ingress/egress just south of lot 2 shown on this plat which allows for proper access to the remaining parcel behind the lots as well as providing a shared access for future development to the south of these lots. Lot 2 has already submitted and been approved for another hotel site owned by the same proprietor to the north. These lots have cross access with each other.	
Staff Recommendations: The application submitted has been reviewed on several occasions by staff. There are no ROW improvement or dedications required with this application concerning Airways Blvd. The lots are compliant with the regulations set forth by the code of ordinances. Staff recommends approval as submitted.	

ArcGIS Web Map



3/8/2024, 11:15:29 AM

1:3,081



OWNER'S CERTIFICATE

I/WE _____, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY/OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE USE OF ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI, FOR THE PUBLIC USE FOREVER. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE _____ DAY OF _____, 20____.

SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE _____

NOTARY'S CERTIFICATE

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING CERTIFICATE, FOR THE PURPOSE THEREIN MENTIONED.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

MORTGAGEE'S CERTIFICATE

_____, MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT TO THE CITY OF SOUTHAVEN, MISSISSIPPI, FOR PUBLIC USE FOREVER. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES I HAVE BECOME DUE AND PAYABLE, THIS THE _____ DAY OF _____, 20____.

BY: _____ TITLE: _____

NOTARY'S CERTIFICATE (CORPORATE/FINANCIAL INSTITUTION)

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT HE/SHE IS _____ OF _____, AND THAT FOR AND ON BEHALF OF THE SAID CORPORATION, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING CERTIFICATE, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION SO TO DO.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT I HAVE DRAWN THIS SUBDIVISION SHOWN HEREON AND THAT THE PLAT OF SAME IS ACCURATELY DRAWN FROM INFORMATION FROM A GROUND SURVEY BY ME.

SIGNATURE OF ENGINEER/LAND SURVEYOR _____ DATE _____ SEAL _____

LICENSE NUMBER: _____

OWNER'S CERTIFICATE

I/WE _____, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY/OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE USE OF ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI, FOR THE PUBLIC USE FOREVER. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE _____ DAY OF _____, 20____.

SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE _____

NOTARY'S CERTIFICATE

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT HE/SHE EXECUTED THE ABOVE AND FOREGOING CERTIFICATE, FOR THE PURPOSE THEREIN MENTIONED.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

MORTGAGEE'S CERTIFICATE

_____, MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT TO THE CITY OF SOUTHAVEN, MISSISSIPPI, FOR PUBLIC USE FOREVER. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE, THIS THE _____ DAY OF _____, 20____.

BY: _____ TITLE: _____

NOTARY'S CERTIFICATE (CORPORATE/FINANCIAL INSTITUTION)

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT HE/SHE IS _____ OF _____, AND THAT FOR AND ON BEHALF OF THE SAID CORPORATION, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING CERTIFICATE, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION SO TO DO.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

SOUTHAVEN PLANNING COMMISSION

APPROVED BY THE SOUTHAVEN PLANNING COMMISSION ON THIS THE _____ DAY OF _____, 20____.

CHAIRPERSON OF PLANNING COMMISSION _____

ATTEST _____

SOUTHAVEN MAYOR AND BOARD OF ALDERMAN

APPROVED BY THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, ON THIS THE _____ DAY OF _____, 20____.

MINUTE BOOK _____, PAGE _____

MAYOR _____

CITY CLERK _____

EASEMENT CERTIFICATE

I, _____, OWNER OR AUTHORIZED REPRESENTATIVE OF THE REMAINDER OF TRACT II AS RECORDED IN D.B. 658 PG. 708 DO HERBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON AND CONSENT TO THE EASEMENT GRANTED BY THIS DOCUMENT. THIS THE _____ DAY OF _____, 20____.

OWNER/AUTH, REPRESENTATIVE: _____

NOTARY'S CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, WITHIN NAMED _____ WHO ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE FOREGOING PLAT FOR THE PURPOSE THEREIN MENTIONED. GIVE UNDER MY HAND AN OFFICIAL SEAL OF OFFICE THIS DAY OF _____, 20____.

NOTARY PUBLIC _____

MORTGAGEE'S CERTIFICATE

_____, MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT TO THE CITY OF SOUTHAVEN, MISSISSIPPI, FOR PUBLIC USE FOREVER. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE, THIS THE _____ DAY OF _____, 20____.

BY: _____ TITLE: _____

NOTARY'S CERTIFICATE (CORPORATE/FINANCIAL INSTITUTION)

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT HE/SHE IS _____ OF _____, AND THAT FOR AND ON BEHALF OF THE SAID CORPORATION, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING CERTIFICATE, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION SO TO DO.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M., ON THE _____ DAY OF _____, 20____ AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEX AND DULY RECORDED IN PLAT BOOK NUMBER _____, PAGE _____.

CHANCERY COURT

**FINAL PLAT
AIRWAYS HOTEL SUBDIVISION
SOUTHAVEN, MISSISSIPPI**

TOTAL AREA: 5.70± ACRES
SW 1/4 OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 7 WEST,
No. OF LOTS: 2

F.E.M.A. Map Panel 28033C0078H - MAY 5, 2014
SCALE: 1"=50' ZONED: C-4

OWNER/DEVELOPER: SOUTHAVEN HOSPITALITY, LLC
& MEM HOTELS, LLC
906 HARPETH VALLEY PLACE
NASHVILLE, TN 37221

PREPARED BY: CIVIL ENGINEERING SOLUTIONS, LLC
317 WEST MARKET
DIYERSBURG, TN 38024
(P) 731.445.8406

DATE: 2/13/2024 SHEET 1 OF 2

TOWNE SQUARE
BLVD.

LOT 7P
BRIARGATE COMMERCIAL SUBDIVISION
P.B. 108, PG. 2

SEWBKS HS, LLC

REMAINDER
CYPRESS REALTY HOLDINGS
COMPANY—SOUTHAVEN I, LLC
TRACT II
BK. 656, PG. 708

LOT 1
2.97 ACRES
SOUTHERN HOSPITALITY, LLC
BK. 1015, PG. 659

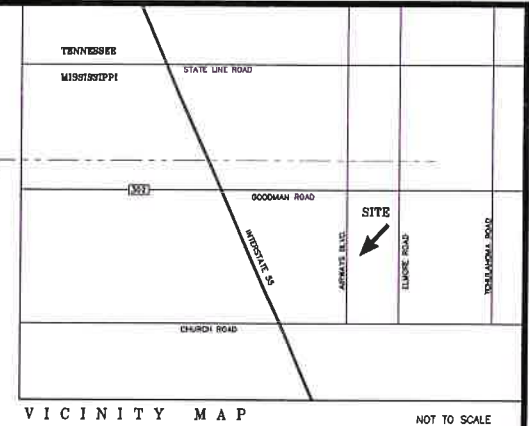
LOT 2
2.73 ACRES
MEM HOTELS, LLC

REMAINDER
CYPRESS REALTY HOLDINGS
COMPANY—SOUTHAVEN I, LLC
TRACT II
BK. 656, PG. 708

AIRWAYS BOULEVARD
(100' PUBLIC ROW)



SCALE: 1"=40'



NOTES:

1. BEARINGS REFERENCED BY GPS AND BASED ON MISSISSIPPI STATE PLANE COORDINATE SYSTEM NAD 83, WEST ZONE, US FOOT. AZIMUTH ORIENTATION IS FROM ZERO GRID NORTH. CONVERGENCE ANGLE = -0°18'28"
2. DISTANCES AND COORDINATES SHOWN ARE GRID VALUES, US SURVEY FEET, MISSISSIPPI STATE PLANE COORDINATES, WEST ZONE, NAD 83 (2012A) DATUM. GPS CONTROL SET USING EARL DUDLEY INET RTK NETWORK.
3. FIELD SURVEY DATED: MARCH 22, 2022.
4. THIS PROPERTY IS NOT LOCATED WITHIN THE 100 YEAR FLOOD AS DELINEATED BY F.E.M.A. IN COMMUNITY PANEL 28033C0078H AND DATED MAY 5, 2014.
5. BUILDING SETBACKS:
FRONT 50 FEET
SIDE 25 FEET
REAR 20 FEET

FINAL PLAT AIRWAYS HOTEL SUBDIVISION SOUTHAVEN, MISSISSIPPI

TOTAL AREA: 5.70± ACRES
SW 1/4 OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 7 WEST,
No. OF LOTS: 2

F.E.M.A. Map Panel 28033C0078H - MAY 5, 2014

SCALE: 1"=50' ZONED: C-4

OWNER/DEVELOPER:
SOUTHAVEN HOSPITALITY, LLC
& MEM HOTELS, LLC
906 HARPEY VALLEY PLACE
NASHVILLE, TN 37221

PREPARED BY:
CIVIL ENGINEERING
SOLUTIONS, LLC
317 WEST MARKET
DIERSBURG, TN 38024
(P) 731.445.8406

DATE: 2/13/2024 SHEET 2 OF 2

City of Southaven
Office of Planning and Development
Subdivision Staff Report



Date of Hearing:	March 25, 2024
Public Hearing Body:	Planning Commission
Applicant:	Johnny Coleman Builders, Inc. PO Box 166 Southaven, MS 38671 662-893-1500
Total Acreage:	0.62 acres
Existing Zone:	Planned Unit Development (Central Gardens)
Location of Subdivision Application	North side of Rasco Road, west of Greenbrook Pkwy.
Comprehensive Plan Designation:	High/Medium density residential
Staff Comments: The applicant is requesting subdivision approval to revise Central Gardens Parcel 1 Phase 1 on the north side of Rasco Road, west of Greenbrook Pkwy. At present time, lot 1 is recorded with 27,161 sq. ft. of space and is located at the far northeast corner of the residential site. The applicant is requesting to further subdivide this lot to allow for the residential lot to encompass 0.40 acres and the remainder be designated as common open space which would encompass 0.22 acres and provide better buffer to the adjacent property. There are no other changes requested.	
Staff Recommendations: Staff sees no issues with the request and recommends approval as submitted.	

ArcGIS Web Map



3/8/2024, 11:25:12 AM

1:1,849

MARGINAL NOTATION FORM

Book	146	Page	25
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DeSoto County Chancery Clerk's Office
Misty Heffner, Chancery Clerk

[illegible]

CORPORATE CERTIFICATE

Johnny Coleman Builders, Inc.
 I, JOHNNY COLEMAN, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE THIS THE 13th DAY OF March, 2023.

X President
 TITLE

JOHNNY COLEMAN BUILDERS, INC.
 NAME OF CORPORATE ENTITY

MORTGAGEE'S CERTIFICATE

Community Bank of Mississippi MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. CERTIFY THAT THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE THIS THE 9th DAY OF March, 2023.

Simon F. Weir II
 SIGNATURE OF MORTGAGEE
 Simon F. Weir II

Chief Lending Officer Community Bank of Mississippi
 TITLE BANK NAME

SOUTHAVEN PLANNING COMMISSION

APPROVED BY THE SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, PLANNING COMMISSION ON THIS THE 25th DAY OF March, 2023.

Ben Moore
 SIGNATURE - SECRETARY

Ben Moore
 PRINTED NAME

SOUTHAVEN MAYOR AND BOARD OF ALDERMEN

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, ON THIS THE 25th DAY OF February, 2023.
 MINUTE BOOK
Donna Muschillo Andrew Miller
 MAYOR'S SIGNATURE ATTEST: CITY CLERK FOR THE MAYOR/BOARD OF ALDERMEN



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT SOMEONE UNDER MY SUPERVISION HAS DRAWN THE SUBDIVISION SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM A GROUND SURVEY BY ME OR SOMEONE UNDER MY DIRECT SUPERVISION.

Don W. Smith
 DATE

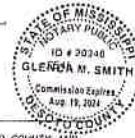
3/20/2023
 DATE

NOTARY'S CERTIFICATE

STATE OF Miss. COUNTY OF Desoto

JOHNNY COLEMAN BUILDERS, INC. INCORPORATED IN THE STATE OF MISSISSIPPI, COUNTY OF DESOTO, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS THE 13th DAY OF March, 2023, WITHIN MY JURISDICTION, THE WITHIN NAMED JOHNNY COLEMAN, WHO ACKNOWLEDGED THAT HE IS President OF JOHNNY COLEMAN BUILDERS, INC. AND THAT FOR AND ON BEHALF OF THE CORPORATION AND AS ITS ACT AND DEED, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID LIMITED LIABILITY COMPANY TO DO SO. GIVEN MY HAND AND SEAL OF OFFICE THIS 13th DAY OF March, 2023.

Glenda M. Smith
 SIGNATURE OF NOTARY PUBLIC MY COMMISSION EXPIRES Aug 19, 2024



NOTARY'S CERTIFICATE

STATE OF Mississippi COUNTY OF Desoto

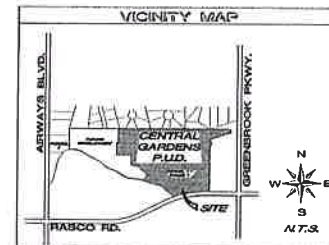
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE 9th DAY OF March, 2023, WITHIN MY JURISDICTION, THE WITHIN NAMED Simon F. Weir II, WHO ACKNOWLEDGED THAT HE/SHE IS Chief Lending Officer OF Community Bank of Mississippi, AND THAT FOR AND ON BEHALF OF SAID BANK AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK TO DO SO.

Ashley M. Ray
 SIGNATURE OF NOTARY PUBLIC MY COMMISSION EXPIRES 3-24-23

COUNTY OF DESOTO, STATE OF MISSISSIPPI
CHANCERY COURT

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 8:30 O'CLOCK, A.M. ON THE 30th DAY OF MARCH, 2023, AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK 146 PAGE 25-26

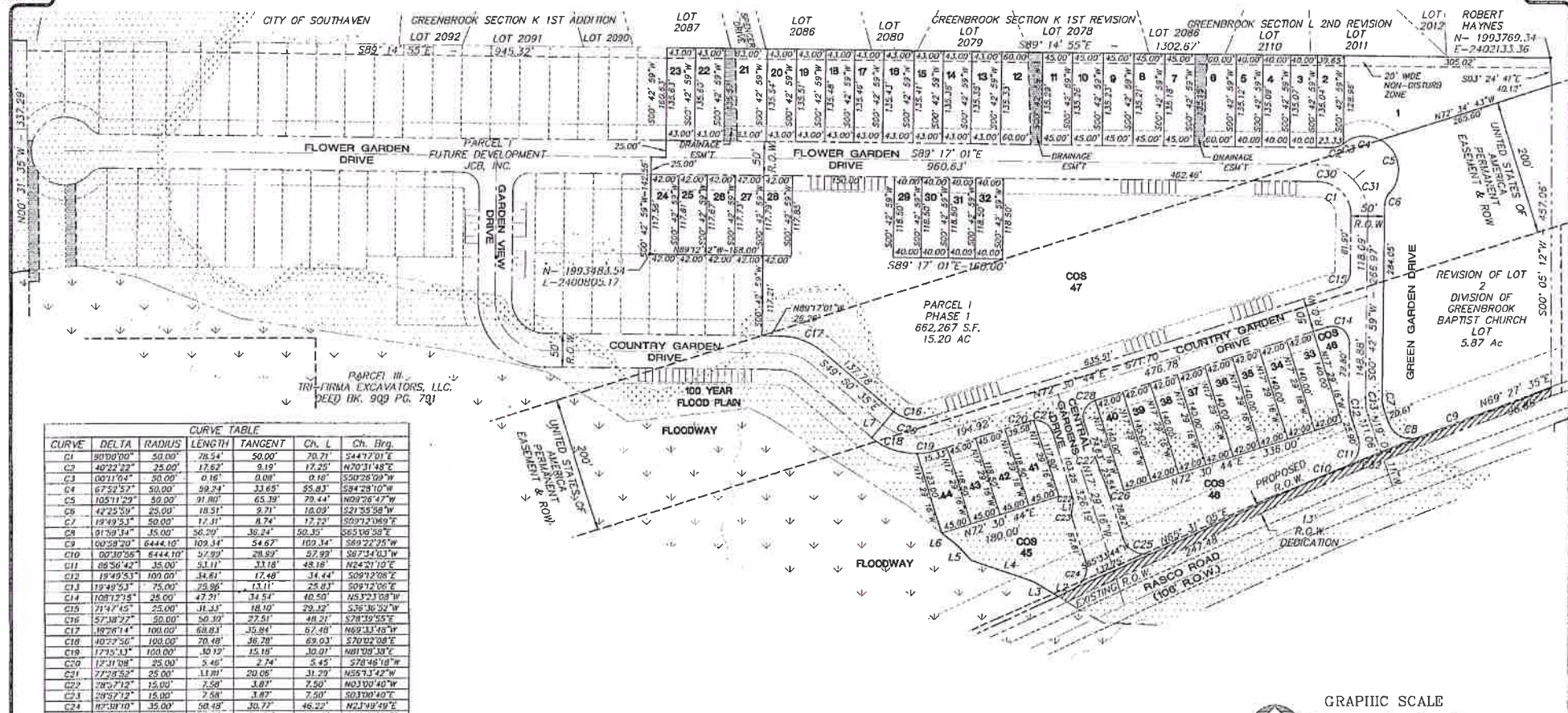
Misty Heffner, Chancery Clerk
 SIGNATURE CHANCERY COURT
 By: C. Camp, D. C.



Declaration of Covenants, Conditions & Restrictions was recorded the 26th day of April 2023 in Warranty Deed Book 1023 Pages 6677-6715. Misty Heffner, Chancery Clerk By BLaine, DC

FINAL PLAT
 OF
 LOTS 1 - 47
 PARCEL I - PHASE 1
 CENTRAL GARDENS P.U.D.
 SECTION 19, T-1-S, R-7-W
 DESOTO COUNTY, CITY OF SOUTHAVEN
 MARCH, 2023
 ZONING: PUD
 TOTAL AREA: 15.20 AC.
 TOTAL LOTS: 47 LOTS, 3 COMMON
 OWNER/DEVELOPER: JOHNNY COLEMAN BUILDERS, INC.

IPD
 IPD, LLC
 CIVIL
 ENGINEERING
 8180 AIRWAYS BOULEVARD, SUITE B
 SOUTHAVEN, MISSISSIPPI 38671
 662-393-3346
 FAX 662-336-6183



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	TANGENT	Ch. L
C1	90°00'00"	50.00'	78.54'	50.00'	70.71'
C2	40°25'59"	25.00'	39.27'	25.00'	35.36'
C3	00°11'04"	50.00'	0.16'	0.08'	0.08'
C4	67°52'57"	50.00'	99.74'	33.65'	55.83'
C5	105°11'29"	50.00'	91.80'	65.39'	79.44'
C6	42°25'59"	25.00'	39.27'	25.00'	35.36'
C7	18°49'53"	50.00'	17.31'	8.74'	17.72'
C8	91°09'34"	50.00'	56.79'	36.21'	50.35'
C9	00°38'20"	6444.10'	109.34'	54.67'	109.34'
C10	00°30'56"	6444.10'	92.92'	28.89'	92.92'
C11	88°56'42"	35.00'	53.11'	33.18'	48.18'
C12	18°49'53"	100.00'	34.81'	17.48'	34.44'
C13	12°48'53"	75.00'	29.96'	13.11'	28.83'
C14	106°12'15"	25.00'	47.21'	34.54'	40.50'
C15	71°47'15"	25.00'	31.43'	18.10'	29.32'
C16	57°18'27"	50.00'	50.30'	27.51'	48.21'
C17	187°61'44"	100.00'	68.83'	35.84'	67.48'
C18	40°25'59"	100.00'	70.48'	36.78'	69.03'
C19	173°53'13"	100.00'	30.19'	15.18'	30.01'
C20	12°31'08"	35.00'	5.46'	2.74'	5.45'
C21	72°35'52"	25.00'	31.81'	20.06'	31.29'
C22	78°27'12"	15.00'	2.58'	1.87'	2.50'
C23	249°27'12"	15.00'	2.58'	1.87'	2.50'
C24	18°31'08"	35.00'	50.48'	30.77'	46.22'
C25	95°59'44"	35.00'	59.25'	39.56'	52.43'
C26	05°43'46"	15.00'	1.50'	0.75'	1.50'
C27	05°43'46"	15.00'	1.50'	0.75'	1.50'
C28	50°00'00"	25.00'	19.27'	25.00'	17.72'
C29	27°10'27"	75.00'	75.45'	41.27'	72.31'
C30	45°00'00"	75.00'	58.91'	31.07'	57.41'
C31	45°00'00"	75.00'	58.91'	31.07'	57.41'
C32	01°03'44"	6444.10'	119.47'	59.74'	119.47'

LINE TABLE	
LINE	BEARING
L1	N11° 28' 00"E
L2	N45° 08' 30"E
L3	N69° 04' 32"E
L4	N21° 03' 46"E
L5	N44° 33' 54"W
L6	N50° 49' 59"W
L7	N40° 09' 25"E

LOT INFORMATION					
LOT NO.	AREA (S.F.)	AREA (Acres)	MIN. F.F.E.	LOT NO.	AREA (S.F.)
1	2,716.1	0.62	316.00	25	4,944.1
2	4,193.1	0.12	315.00	26	4,944.1
3	5,403.1	0.12	314.00	27	4,944.1
4	5,403.1	0.12	313.00	28	4,944.1
5	5,404.1	0.12	312.00	29	4,740.1
6	4,109.1	0.19	311.00	30	4,740.1
7	6,085.1	0.14	309.00	31	4,740.1
8	6,084.1	0.14	309.00	32	4,740.1
9	6,085.1	0.14	309.00	33	5,680.1
10	6,086.1	0.14	308.00	34	5,680.1
11	6,087.1	0.14	307.00	35	5,680.1
12	6,118.1	0.13	306.00	36	5,680.1
13	5,930.1	0.13	306.00	37	5,680.1
14	5,921.1	0.13	306.00	38	5,680.1
15	5,922.1	0.13	306.00	39	5,680.1
16	5,923.1	0.13	306.00	40	5,680.1
17	5,924.1	0.13	304.00	41	5,331.1
18	5,925.1	0.13	304.00	42	5,332.1
19	5,926.1	0.13	303.00	43	5,332.1
20	5,929.1	0.13	302.00	44	5,376.1
21	5,940.1	0.20	302.00	45	20,122.1
22	5,930.1	0.13	301.00	46	37,823.1
23	5,931.1	0.13	301.00	47	202.432
24	4,919.1	0.11	300.00		

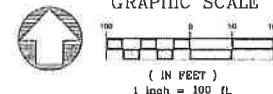
NOTES:

- MINIMUM SETBACKS ARE AS FOLLOWS (UNLESS OTHERWISE NOTED):
 - 25' FROM FRONT YARD FROM BACK OF CURB.
 - 3' EACH SIDE MINIMUM.
 - 25' REAR YARD.
- A 10 FOOT WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGE. A 3 FEET WIDE UTILITY EASEMENT IS REQUIRED ALONG ONE SIDE LOT LINE, AND 5 FEET WIDE ALONG ALL REAR LOT LINES.
- IT IS THE RESPONSIBILITY OF THE BUILDER OF THE LOT TO ENSURE THAT THE LOT IS SWALED AND GRADED PROPERLY TO DRAIN.
- WATER AND SEWER SERVICE WILL BE PROVIDED BY THE CITY OF SOUTHAVEN.
- 1/2" STEEL PIPE IS SET ON ALL REAR PROPERTY CORNERS AND WHERE NOTED (IF). CHISEL MARKS ARE MADE ON THE CURB AT THE EXTENDED PROPERTY LINE AND ARE FOR REFERENCE ONLY.
- COMMON AREAS ARE SHOWN AND FOR THE USE OF RESIDENTS AND GUESTS ONLY. MAINTENANCE IS THE RESPONSIBILITY OF THE CENTRAL GARDENS HOMEOWNERS ASSOCIATION.
- ALL RESIDENTIAL FINISH FLOOR ELEVATIONS SHALL BE 2 FEET ABOVE THE BFE.
- AVERAGE LOT IS 4,800 SQUARE FEET OR ±0.11 ACRES OF LAND.
- ALL LOT OWNERS SHALL BE A MEMBER OF THE CENTRAL GARDENS HOME OWNERS ASSOCIATION (CCHOA).
- THE PLATTED PROPERTY IS ALSO SUBJECT TO THOSE COVENANTS, RESTRICTIONS AND EASEMENTS AS SET FORTH IN THE DOCUMENT FILED OF RECORD IN BOOK _____ PAGE _____ AND AS MAY OTHERWISE BE AMENDED FROM TIME TO TIME, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH DOCUMENT REFERENCE IS MADE. ANY PROPERTY OWNER SHALL BE BOUND BY THE TERMS OF SAID DOCUMENT.

SPECIAL FLOOD HAZARD STATEMENT

BY GRAPHIC DETERMINATION, THE SUBJECT PROPERTY IS LOCATED WITHIN THE LIMITS OF A DESIGNATED FLOOD HAZARD AREA PER FEMA/FIRM MAP NUMBER 28033000760, DESOTO COUNTY, MISSISSIPPI, EFFECTIVE DATE OF JUNE 4, 2007.

GRAPHIC SCALE



FINAL PLAT
OF
LOTS 1 - 47
PARCEL I - PHASE 1
CENTRAL GARDENS P.U.D.
SECTION 19, T-1-S, R-7-W
DESOTO COUNTY, CITY OF SOUTHAVEN
MARCH, 2023

ZONING: PUD
TOTAL AREA: 15.20 AC.
TOTAL LOTS: 47 LOTS, 3 COMMON
OWNER/DEVELOPER: JOHNNY COLEMAN BUILDERS, INC

IPD IPD, LLC
CIVIL
ENGINEERING
6180 ADAMS BOULEVARD, SUITE 0
SOUTHAVEN, MISSISSIPPI 38671 662-393-3346
FAX 662-335-8183

CORPORATE CERTIFICATE

I, _____ OWNER OR AUTHORIZED REPRESENTATIVE
OF _____ HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND
DEDICATE THE RIGHT OF WAY FOR THE ROADS AND THE UTILITY EASEMENTS AS SHOWN ON THE
PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI, FOR THE PUBLIC USE
FOREVER. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO
TAXES HAVE BECOME DUE AND PAYABLE THIS THE _____ DAY OF _____ 20____.

TITLE _____ PRINT NAME _____ SIGNATURE _____

NAME OF CORPORATE ENTITY _____

NOTARY'S CERTIFICATE

STATE OF _____ COUNTY OF _____
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED
AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THIS THE _____ DAY OF _____
20____, WITHIN MY JURISDICTION, THE WITHIN NAMED _____
WHO ACKNOWLEDGED THAT HE IS A _____ OF _____ AND THAT
FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND AS ITS ACT AND DEED, HE
EXECUTED THE ABOVE AND FOREGOING CERTIFICATE, FOR THE PURPOSES MENTIONED ON THE
DAY AND YEAR HEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID
LIMITED LIABILITY COMPANY TO DO SO.

SIGNATURE OF NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

SEAL _____

MORTGAGEE'S CERTIFICATE

MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS
OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AND THE
UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION THE CITY OF SOUTHAVEN
MISSISSIPPI, FOR PUBLIC USE FOREVER. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE
OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE _____
DAY OF _____ 20____.

TITLE _____ NAME OF BANK _____

SIGNATURE _____ PRINTED NAME _____

NOTARY'S CERTIFICATE

STATE OF _____ COUNTY OF _____
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN
AND FOR THE SAID COUNTY AND STATE, ON THIS THE _____ DAY OF _____
20____, WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO
ACKNOWLEDGE THAT HE/SHE IS _____ OF _____ AND THAT
FOR AND ON BEHALF OF THE SAID BANK, AND AS ITS ACT AND DEED, HE/SHE EXECUTED THE
ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID
BANK TO DO SO.

SIGNATURE OF NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

SEAL _____

CITY OF SOUTHAVEN PLANNING COMMISSION

APPROVED BY THE SOUTHAVEN PLANNING COMMISSION ON THIS THE _____ DAY OF _____ 20____.

SECRETARY _____

CHAIRPERSON _____

CITY OF SOUTHAVEN MAYOR AND BOARD OF ALDERMAN

APPROVED BY THE MAYOR AND BOARD OF ALDERMAN OF SOUTHAVEN, MISSISSIPPI
THIS THE _____ DAY OF _____ 20____.

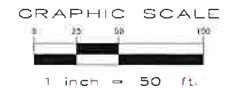
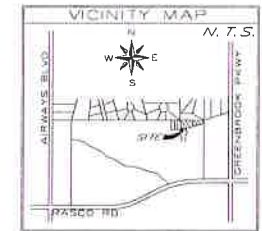
MAYOR _____

CITY CLERK _____

STATE OF MISSISSIPPI
CITY OF HERNANDO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR
RECORD IN MY OFFICE AT _____ O'CLOCK _____ M. ON THE _____ DAY
OF _____ 20____ AND WAS IMMEDIATELY ENTERED UPON THE
PROPER INDEX AND DULY RECORDED IN PLAT BOOK _____ PAGE _____

SIGNATURE CHANCERY COURT _____



LEGEND

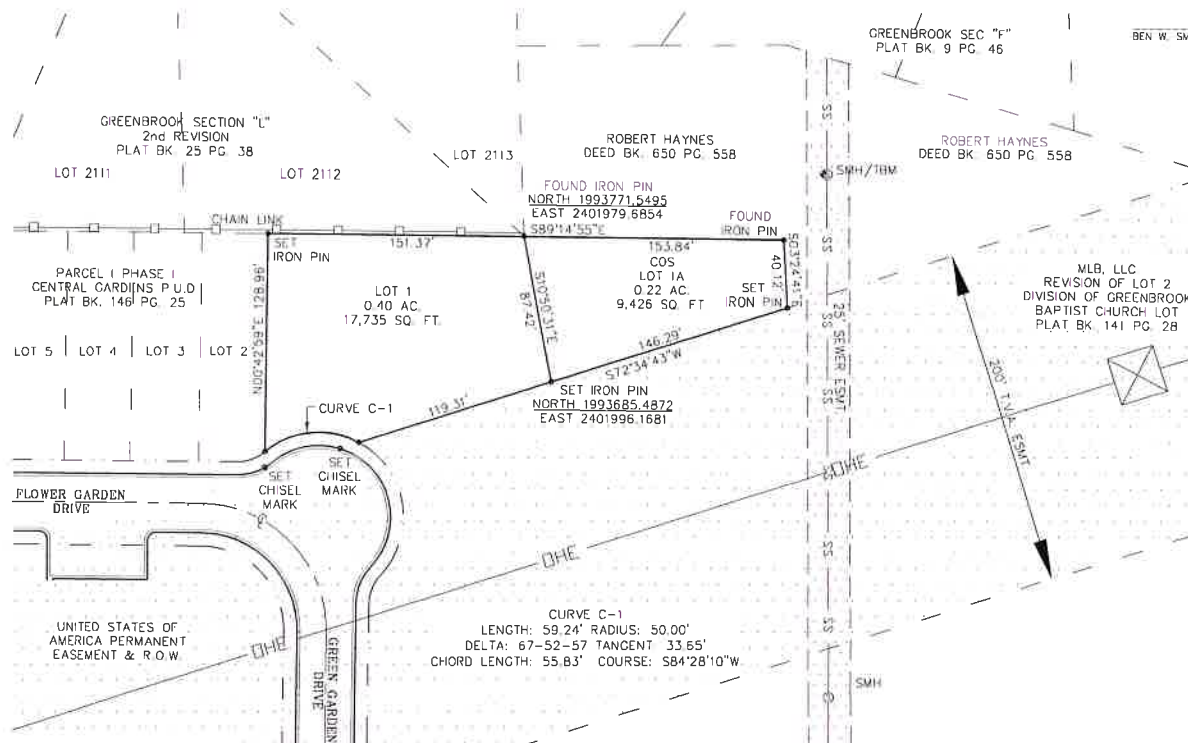
- PROPERTY CORNER/MARKER
- SEWER MAN HOLE
- UTILITY POLE
- GUY WIRE
- ⊠ TOWER

CERTIFICATE OF SURVEY

IT IS HEREBY CERTIFIED THAT I HAVE DRAWN THIS SUBDIVISION SHOWN HEREON
AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM INFORMATION FROM A
GROUND SURVEY BY ME.

BEN W. SMITH MS PLS#1909

DATE _____



T.B.M.

THE PROJECT BENCHMARK IS THE TOP OF A SEWER MAN
HOLE. STRUCTURE IS LOCATED 26.5' EAST AND 38.5' NORTH
OF THE NORTHEAST PROPERTY CORNER OF LOT 1A OF THE
SUBJECT SURVEY.
ELEVATION=319.54

SPECIAL FLOOD HAZARD STATEMENT

BY GRAPHIC DETERMINATION, THE SUBJECT PROPERTY IS NOT
LOCATED WITHIN THE LIMITS OF A DESIGNATED FLOOD HAZARD
AREA PER FEMA \ FIRM MAP NUMBER 28033C00766 DESOTO
COUNTY, MISSISSIPPI, EFFECTIVE DATE OF JUNE 4, 2007

FINAL PLAT
DIVISION OF LOT 1
PARCEL I PHASE I
CENTRAL GARDENS P.U.D.
CITY OF SOUTHAVEN
DESOTO COUNTY, MISSISSIPPI
1" = 50'

JANUARY 2024

ZONING: PUD

TOTAL AREA: 0.62 ACRES

TOTAL LOTS: 2

OWNER/DEVELOPER:

JOHNNY COLEMAN BUILDERS, INC.

IPD
CIVIL
ENGINEERING

8180 AIRWAYS BLVD. BENWIPDSOLUTIONS.NET 562-393-3346
SOUTHAVEN, MISSISSIPPI 38571 FAX 562-536-6183

City of Southaven
Office of Planning and Development
Design Review Staff Report



Date of Hearing:	March 25, 2024
Public Hearing Body:	Planning Commission
Applicant:	Lou Sobh Honda 1105 Buford Road Cummings, GA 30041 770-812-1995
Total Acreage:	4.4 acres
Existing Zone:	General Commercial (C-3)
Location of Design Review Application	South side of Goodman Road, east of Elmore Road.
Comprehensive Plan Designation:	Commercial

Staff Comments:

The applicant is requesting design review approval for Kia Southaven on the south side of Goodman Road, east of Elmore Road. The following items were submitted:

Building Elevations:

The applicant is proposing a gray palette for the overall color theme with a modern building shown in a light color- Coventry gray EIFS with large window lines and black metal accent bands for signage at the varied roof lines. The EIFS has been presented with the appearance of large rectangular blocks to break up the façade. The overall building is a flat roof design with raised parapets. The HVAC units are shown as roof mounts with a screen wall around them painted to match the gray building.

Landscaping:

This site has a mixture of materials proposed for landscaping including:

Shade trees: Seedless Sweetgum and American Sycamore @ 2.5" caliper, Bald Cypress @ 3" caliper

Ornamental trees:

Shrubs: Carissa holly and Golden Pacific juniper @ 15"-18" height, Miss Patricia holly @ 36" height, Andorra juniper, and Globe arborvitae

Additional plantings include: season color and Bermuda sod.

The applicant, as stated in the site plan report owns the entire parcel of land which includes the existing Honda store. When the Honda was approved and constructed, the applicant went

ahead and added the streetscape along this area so that it would match both the materials and the size so there is an existing street planting set to remain and be maintained by the owner. The shade trees identified in the schedule are shown on the east and west sides of the side. The west side show four sweetgums spaced along the buffer area between Honda and Kia in the grass area that is wide enough to accept the root balls. On the east side the applicant is using a mixture of the Bald cypress and the Sycamore trees and staggering them the length of the property line directly adjacent to the preserve area. The interior parking medians show a single tight line of the Andorra juniper. Along the front parking lot between the curb line and the streetscape the applicant is showing a single tight line of the Globe arborvitae and Carissa holly. Season color is shown on each end of the front parking which outlines a vehicle display pad. The rear parking lot uses a mixture of the Andorra and Golden Pacific juniper for the median areas and the dumpster, which is located in the southeast corner of the site shows the addition of the Miss Patricia holly. Additional use of the Miss Patricia holly is shown to screen ground mounted equipment on the west side of the property. A buffer at the south end of existing vegetation is set to remain to aid in screening the adjacent properties.

The photometric submittal shows two fixtures for the site. The standard flat LED parking lot fixtures are shown on twenty (20) foot poles and are located on the north and south end of the parking lot in the two medians. The decorative pole fixtures are similar the standard acorn lights and the applicant has also submitted two wall pack lights for security lighting.

Staff Recommendations:

While the building design is agreeable to staff and has a modern element appeal to it, the materials shown do not meet the minimums needed. The city does not allow for EIFS to carry 100% of the façade. The applicant will need to adjust the wainscot area of the entire building to show a masonry material which can be the textured block or a nichihia board that may play into the modern design.

The planting schedule provided does have several compliant minimum sizes identified. The applicant should fix the material schedule to fit the minimums per city code for all materials which states shade trees at 3-3.5" caliper, ornamentals at 2.5" caliper or a minimum of 8-10' in height, shrubs with a minimum of 5 gallon planting size and all additional materials with a one gallon minimum.

As with all new developments, decorative lighting is required so the applicant needs to incorporate the acorn lighting (or alternative approved by staff) to the streetscape design along Goodman Road. As for the interior lighting, it has always been a concern of staff about the bleed off lighting so staff remains persistent with this and will want total confirmation from the applicant that the lighting will not affect the adjacent residential areas in any way. It should also be noted again that overhead speaker system was not approved for this site due to its location so staff wants to reiterate that in this report as well.

Staff recommends approval with the revisions stated above.

ArcGIS Web Map



3/8/2024, 11 13:27 AM

1:3,081

0 0.03 0.06 0.1 0.2 km
0 0.12 mi



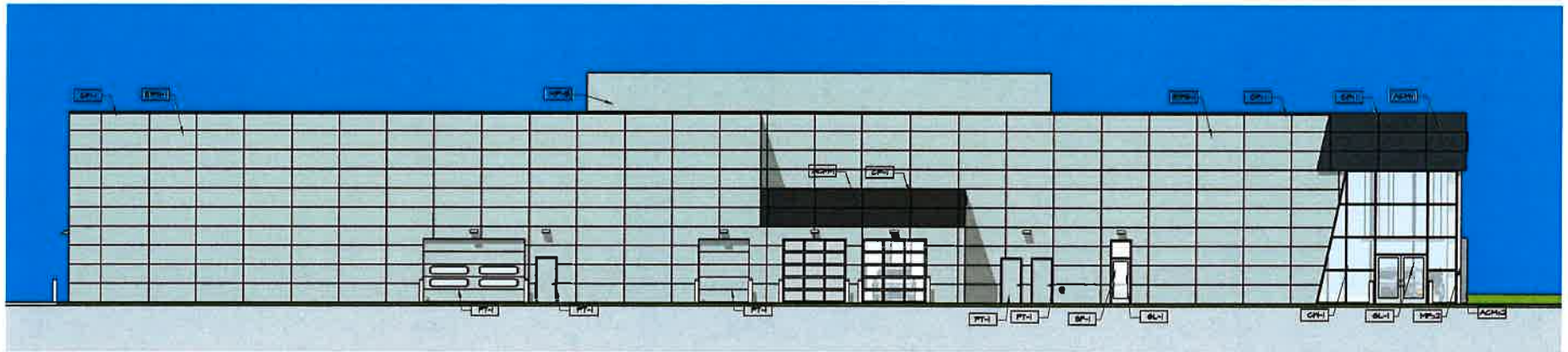
NORTH ELEVATION



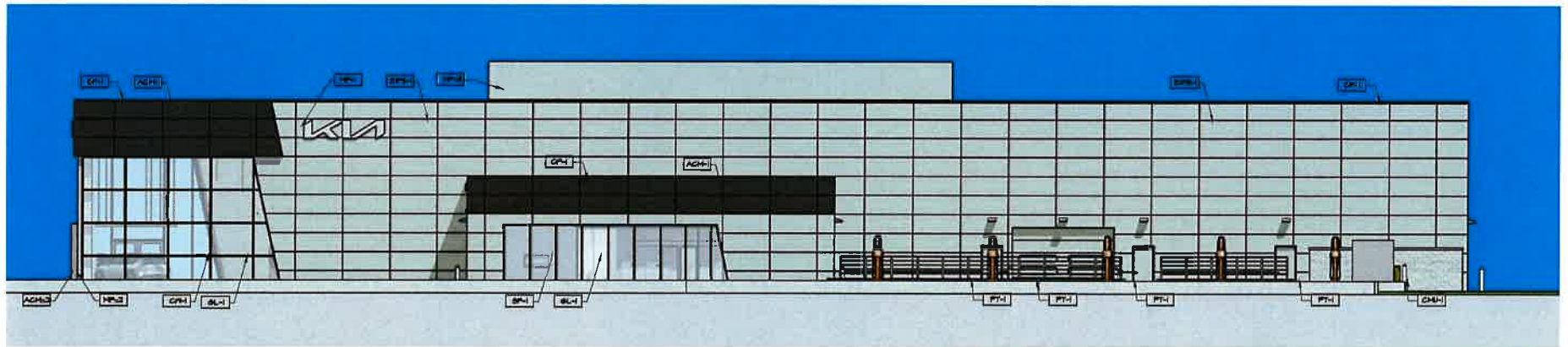
SOUTH ELEVATION



LOU SOBH
KIA DEALERSHIP SOUTHAVEN



EAST ELEVATION



WEST ELEVATION



LOU SOBH
KIA DEALERSHIP SOUTHAVEN



GOODMAN ROAD



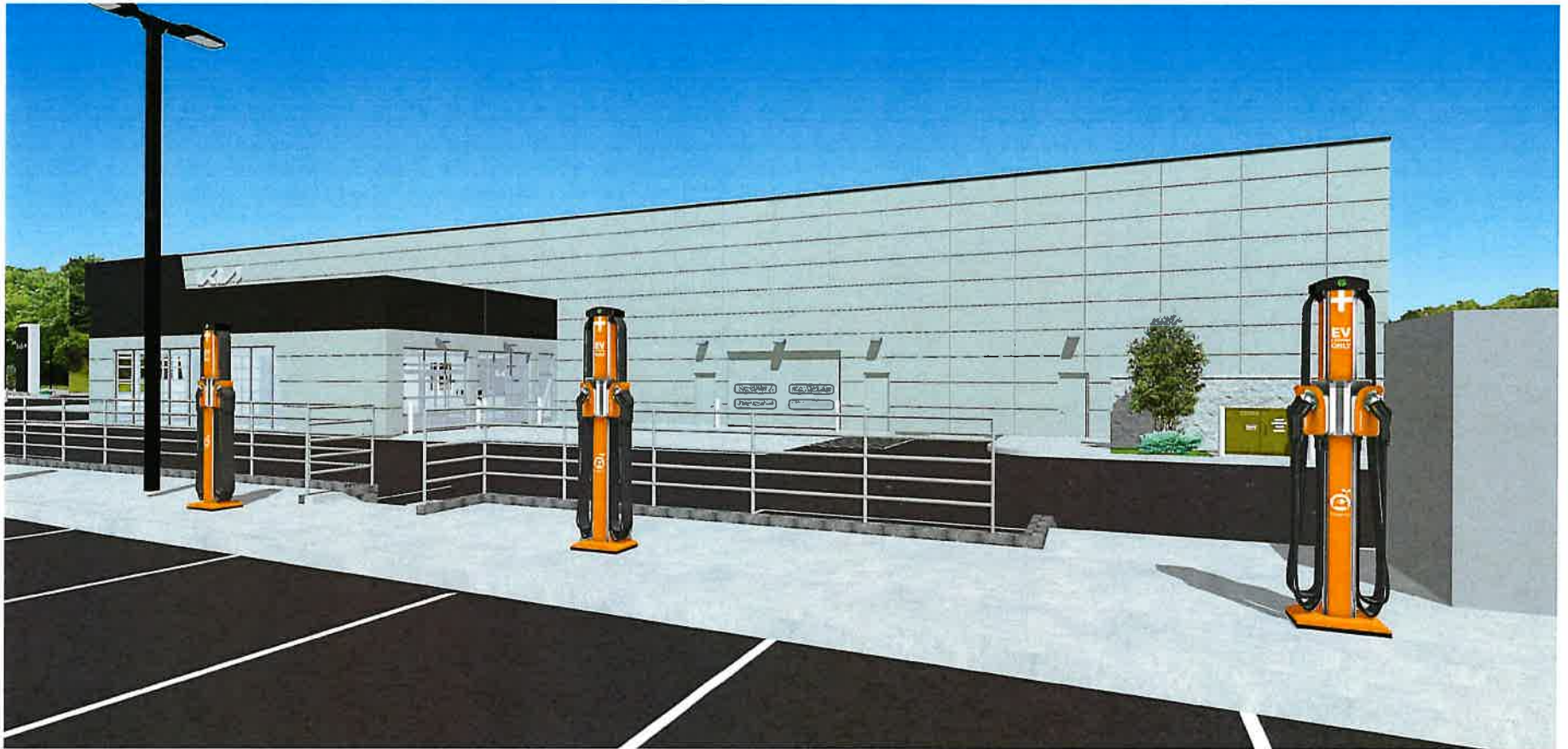
LOU SOBH
KIA DEALERSHIP SOUTHAVEN



ENTRANCE



LOU SOBH
KIA DEALERSHIP SOUTHAVEN



EV CHARGING LANE VIEW



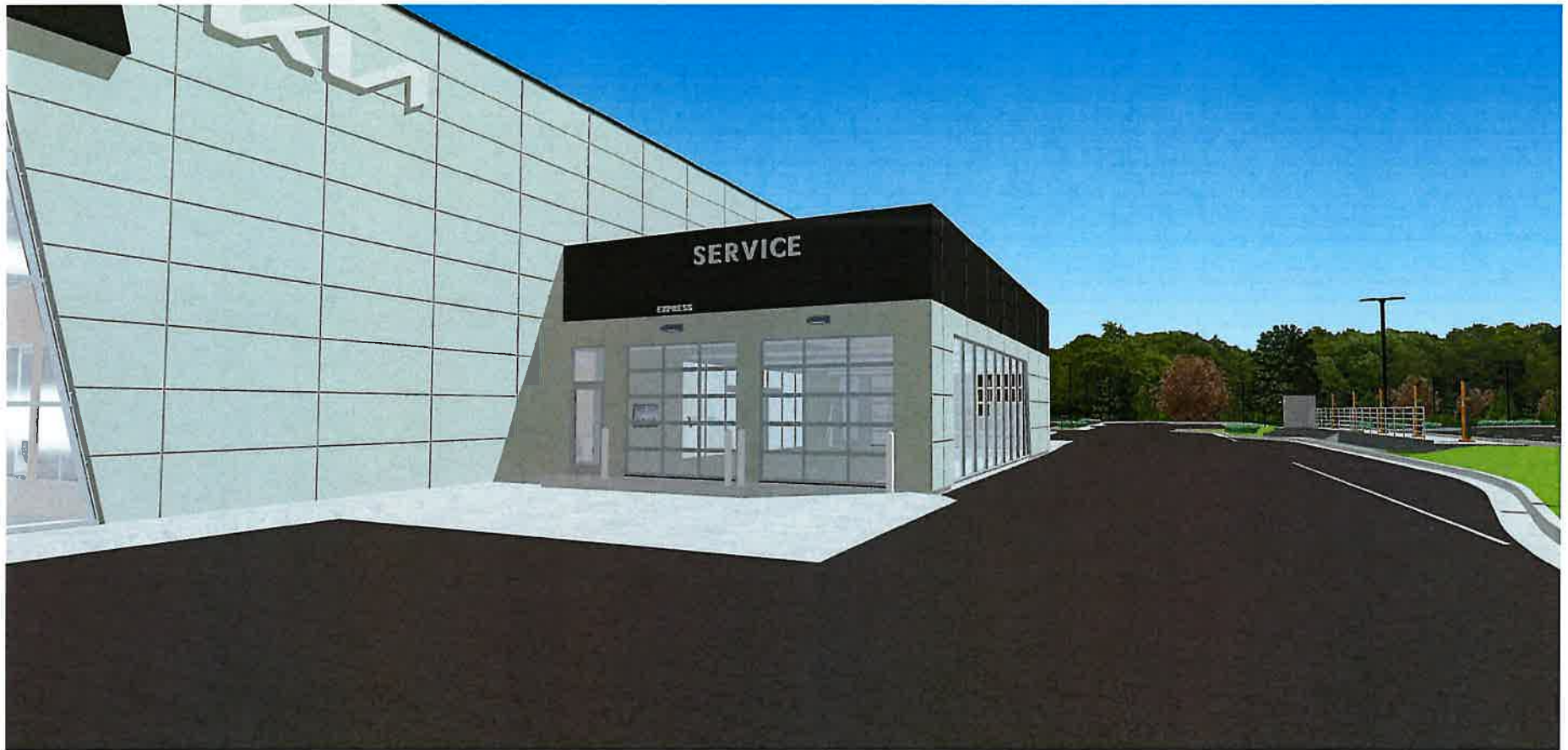
LOU SOBH
KIA DEALERSHIP SOUTHAVEN



SERVICE VIEW



LOU SOBH
KIA DEALERSHIP SOUTHAVEN



SERVICE ENTRANCE



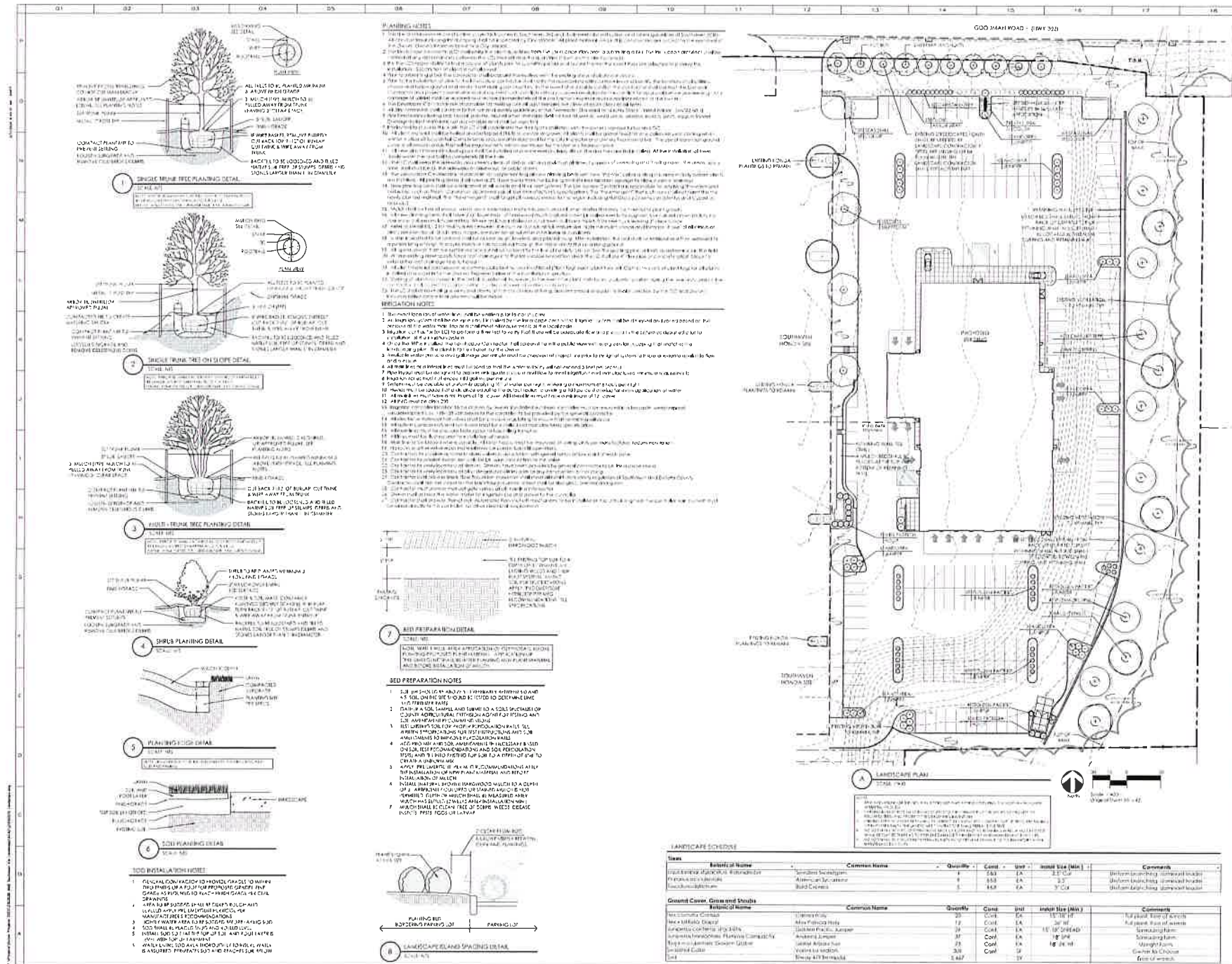
LOU SOBH
KIA DEALERSHIP SOUTHAVEN



DELIVERY CENTER



LOU SOBH
KIA DEALERSHIP SOUTHAVEN



1000 South Main Street
Birmingham, AL 35203
(205) 944-1111

DAVID H. WIGGINS
JAMES H. ROSSIGNOL
LISA A. WIGGINS
COURTNEY A. ROSSIGNOL
JAMES H. WIGGINS, JR.

1000 South Main Street
Birmingham, AL 35203
(205) 944-1111

BPD
BLAIR PARKER DESIGN
Birmingham, AL 35203
(205) 944-1111

A NEW DEALERSHIP FOR

GOODMAN ROAD
SOUTHAVEN, MS 38617

Sheet Name
LANDSCAPE PLAN
DETAIL & NOTES

DRB
SUBMITTAL
PACKAGE

Scale
1" = 40'

Number	Date	Revision
1	1 MARCH, 2024	1

Plot Size
30"x42"

Job Number
23-143

Drawing Number
L1.1