



## PLANNING & ZONING COMMISSION MEETING

Tuesday, July 25, 2023 at 6:00 PM

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### Agenda

1. **Call to Order**
2. **Consideration and Approval of Minutes**
  - [A\)](#) Consideration And Approval Of June 27, 2023 Minutes
3. **New Site Plan Considerations**
  - [A\)](#) Discussion and Consideration of Blurton Holdings Site Plan
  - [B\)](#) Discussion and Consideration of Preliminary Plat for Parkway Commons
4. **Request for Rezoning**
5. **New Business**
6. **Next Meeting**
  - A) The Next Planning and Zoning Meeting Will Be Held on August 22, 2023
7. **Adjourn**



## PLANNING & ZONING COMMISSION MEETING

Tuesday, June 27, 2023, at 6:00 PM

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### Minutes

#### Call to Order

Melanie Greer called the meeting to order.

The following Commissioners were present: Commissioner Sam McGaugh, Commissioner Tim Slattery, Commissioner Katrina Myricks, Commissioner Kayce Saik, Commissioner Andrew Duggar and Commissioner Phillips King

Commissioner Tim Slattery arrived at 6:15 PM.

City Employee Bridgette Smith was present. City Employee William Hall and City Attorney Zach Giddy was present via phone conference.

#### Consideration and Approval of May 23, 2023, Minutes

Commissioner McGaugh made the motion for conditional approval subject to correction on who seconded the motion.

#### New Site Plan Considerations

##### A) Discussion and Consideration of Conditional Use for Madison Motor Werks

Commissioner Greer opened the public hearing for Madison Motor Werks.

Zach Giddy confirmed proper notice was posted in the paper and on the property.

The Conditional Use was approved. The fence is located at the rear of the building which will allow the storage of vehicles behind the enclosed fence.

Commissioner Sam McGaugh made the motion to approve.

Commissioner Katrina Myrick seconded the motion.

The motion carried and was approved by all Commissioners.

B) Discussion and Consideration of Madison Motor Werks Site Plan

The board recommended the material samples of the building and the color samples be sent to the City of Gluckstadt Building Department. The existing site plans don't have a completed drainage plan, which is required by the City of Gluckstadt Building Department.

**Request for Rezoning**

No action was taken.

**New Business**

The Mayor and Board appointed Sam McGaugh as the Architectural Review Board officer For the City of Gluckstadt. In this position the ARB officer can assist and educate developers and contractors on what the City of Gluckstadt requires.

**Next Meeting**

The Next Planning and Zoning Meeting Will Be Held on July 25, 2023

**Adjourn**

Commissioner Tim Slattery moved the meeting adjourned.

Commissioner Sam McGaugh seconded the motion and was approved by all attending Commissioners.

The Chairman declared the motion carried.

WITNESS OUR HANDS, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
MELANIE GREER, Chairman

\_\_\_\_\_  
SAM MCGAUGH, Vice Chairman/Secretary

City of Gluckstadt

**Application for Site Plan Review**

Subject Property Address: \_\_\_\_\_

Parcel #: 08ZE-22-010

Owner: Clark Blurton

Applicant: Daniel Woolbridge

Address: 6055 Ridgewood Rd  
Jackson, MS 39211

Address: 464 Church Rd Suite 100  
Madison, MS 39110

Phone #: 601-941-3227

Phone #: 601-209-8665

E-Mail: cblurton@gmail.com

E-Mail: woolbridgearchitecture@yahoo.com

Current Zoning District: C-2

Acreage of Property (if applicable): 1.5 ac

Use sought of Property: Office / Yard

**Requirements of Applicant:**

- 1. Copy of written legal description.
- 2. Site Plan as required in Sections 807-810 of City of Gluckstadt Zoning Ordinance
- 3. Color Rendering & Elevations at time of submittal

**Requirements for Site Plan Submittal** (Refer to Section 807, Gluckstadt Zoning Ordinance)

Nine (9) copies of the site plan shall be prepared and submitted to the Zoning Administrator. Digital copies are acceptable. Three (3) hard copies are required.

**Site Plan Specifications (Section 809, Zoning Ordinance)**

- A. Lot Lines (property lines)
- B. Zoning of the adjacent lots
- C. The names of owners of adjacent lots
- D. Rights of way existing and proposed streets, including streets shown on the adopted Throughfares plan
- E. Access ways, curb cuts, driveways, and parking, including number of parking spaces to be provided
- F. All existing and proposed easements
- G. All existing and proposed water and sewer lines. Also, the location of all existing and proposed fire hydrants.
- H. Drainage plan showing existing and proposed storm drainage facilities. The drainage plan shall indicate adjacent off site drainage courses and projected storm water flow rates from off-site and on-site sources.



- I. Contours at vertical intervals of five (5) feet or less.
- J. Floodplain designation, according to FEMA Maps.
- K. Landscaped areas and planting screens.
- L. Building lines and the locations of all structures, existing and proposed
- M. Proposed uses of the land and buildings, if known
- N. Open space and recreation areas, where required.
- O. Area in square feet, and/or square acres of parcel
- P. Proposed gross lot coverage in square feet
- Q. Number and type of dwelling units where proposed
- R. Location of sign structures and drawings. (Section 701)
- S. Location of garbage dumpster and enclosure. (Section 406.06)
- T. Any other data necessary to allow for a through evaluation of the proposed use, including a traffic study.


Applicant shall be present at the monthly meeting of the Planning and Zoning Commission when site plan is on the agenda for consideration; additionally, applicant shall be present at the Mayor and Board of Alderman meeting when the site plan is on the agenda for final approval.

Applicant is responsible for complying with all applicable requirements of the Gluckstadt Zoning Ordinance.

Site Plans shall be submitted by the 5:00 pm on the 5<sup>th</sup> day of the month, immediately preceding the next regular meeting of the Planning and Zoning Commission. No Exceptions.

Once submitted to the Planning & Zoning Administrator for approval to add to the Planning and Zoning Commission's agenda, no amendments or changes shall be made to the site plan. If you wish to submit changes, you will be required to resubmit by the 5<sup>th</sup> of the following month for the next monthly meeting of the Planning and Zoning Commission.

Attestation: By signing this application, the applicant agrees to all the terms and conditions laid out in this document. Approval of site plan is subject to Board approval.

  
 \_\_\_\_\_  
 Applicant Signature

7-5-23  
 \_\_\_\_\_  
 Date

**CITY OF GLUCKSTADT BUILDING DEPARTMENT**  
**OFFICE USE ONLY**

Date Received: \_\_\_\_\_

**Application Complete & Approved to Submit to P&Z Board (please check):**

Yes \_\_\_\_\_ No \_\_\_\_\_

Signature: \_\_\_\_\_  
 Planning & Zoning Administrator (or Authorized Representative)

**DRAINAGE CALCULATIONS  
FOR**

**Blurton Holdings**

In cooperation with:

**Venture South**

Analysis and report prepared by:

Colin L. Baird, PE, PLS  
Baird Engineering, Inc.  
506 Jefferson Street  
Clinton, Mississippi 39056

Date: July 7, 2023



## **INTRODUCTION**

In response to the proposed construction of a new building, concrete parking area and slag yard located in Gluckstadt, Mississippi, it was requested that Baird Engineering, Inc. perform rainfall-runoff analyses of the site for both pre- and post-construction conditions. This analysis is a part of this report.

The site currently has NO existing building, parking lot and driveways and is pasture type land. The entire area for the proposed project is approximately 1.50 acres. Currently, the surface drains to the southeast corner of the property. From the southeast corner of the property, the runoff then flows via existing ditches into the existing detention pond. A copy of the topographic survey is included in the civil plans by Baird Engineering, Inc.

It is my understanding that Titan Business Park was established around 2004, and the stormwater detention pond was constructed in Phase 1 to accept the post development flow of the entire development. The original stormwater detention pond was designed by Diversified Consultants, Inc.

## **ANALYSES**

Hydrologic analyses for the site were performed in which pre- and post-construction conditions were examined. The Rational Method for computing runoff was used.

# Hydrograph by Return Period

Hydrology Studio v 3.0.0.13

| Hyd. No. | Hydrograph Type | Hydrograph Name | Peak Outflow (cfs) |       |      |       |       |       |       |        |
|----------|-----------------|-----------------|--------------------|-------|------|-------|-------|-------|-------|--------|
|          |                 |                 | 1-yr               | 2-yr  | 3-yr | 5-yr  | 10-yr | 25-yr | 50-yr | 100-yr |
| 1        | Rational        | Pre Blurton     |                    | 1.910 |      | 2.286 | 2.600 | 3.024 | 3.350 | 3.672  |
| 2        | Rational        | Post Blurton    |                    | 5.455 |      | 6.504 | 7.377 | 8.548 | 9.466 | 10.32  |
| 3        | Pond Route      | Lakeside        |                    | 3.872 |      | 4.449 | 4.806 | 5.255 | 5.599 | 5.912  |

# Hydrograph 2-yr Summary

Hydrology Studio v 3.0.0.13

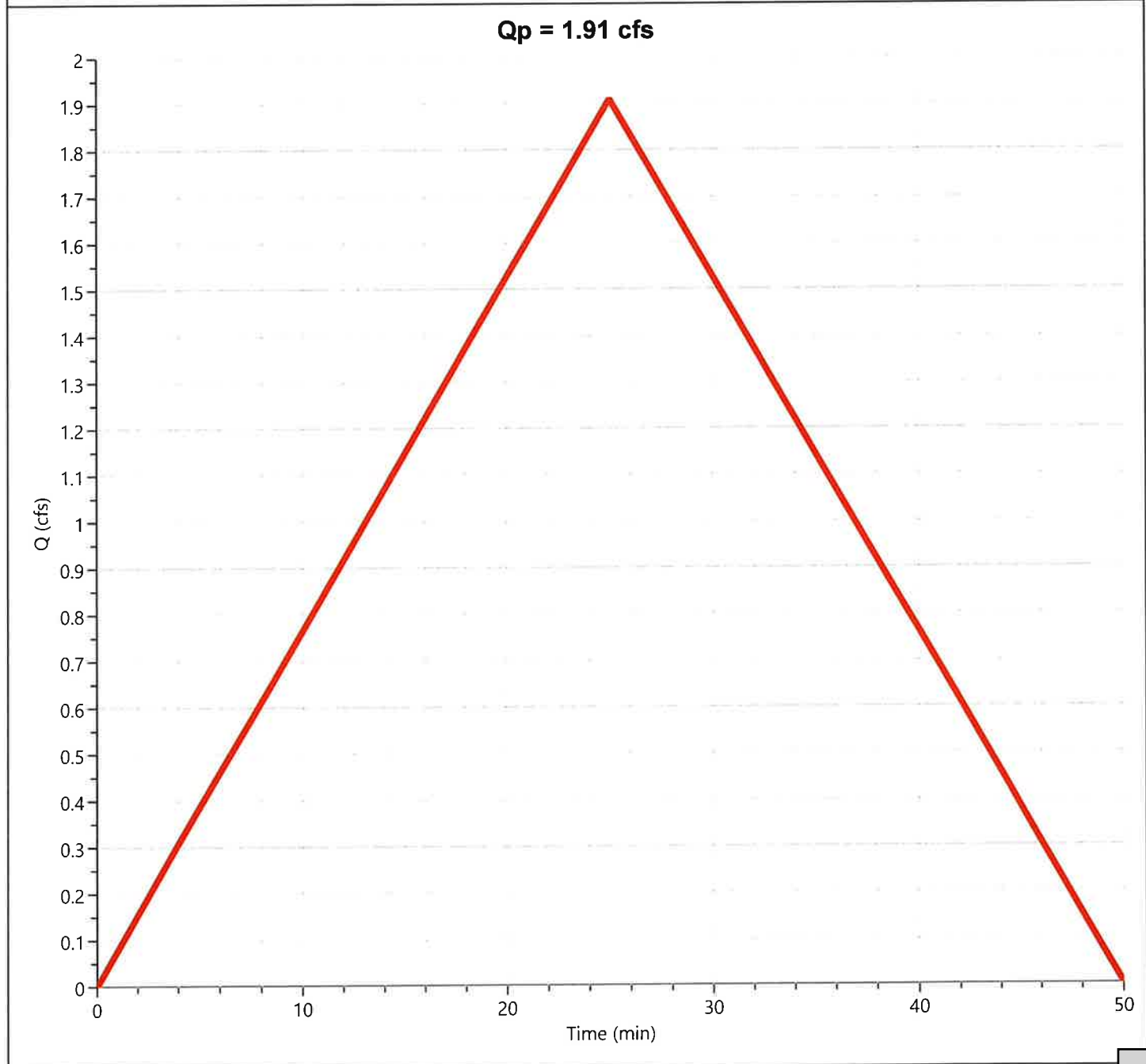
| Hyd. No. | Hydrograph Type | Hydrograph Name | Peak Flow (cfs) | Time to Peak (hrs) | Hydrograph Volume (cuft) | Inflow Hyd(s) | Maximum Elevation (ft) | Maximum Storage (cuft) |
|----------|-----------------|-----------------|-----------------|--------------------|--------------------------|---------------|------------------------|------------------------|
| 1        | Rational        | Pre Blurton     | 1.910           | 0.42               | 2,865                    | ---           |                        |                        |
| 2        | Rational        | Post Blurton    | 5.455           | 0.17               | 3,273                    | ---           |                        |                        |
| 3        | Pond Route      | Lakeside        | 3.872           | 0.22               | 3,271                    | 2             | 253.60                 | 1,080                  |

# Hydrograph Report

## Pre Blurton

## Hyd. No. 1

|                    |                           |                      |              |
|--------------------|---------------------------|----------------------|--------------|
| Hydrograph Type    | = Rational                | Peak Flow            | = 1.910 cfs  |
| Storm Frequency    | = 2-yr                    | Time to Peak         | = 0.42 hrs   |
| Time Interval      | = 1 min                   | Runoff Volume        | = 2,865 cuft |
| Drainage Area      | = 1.498 ac                | Runoff Coeff.        | = 0.4        |
| Tc Method          | = User                    | Time of Conc. (Tc)   | = 25.0 min   |
| IDF Curve          | = Jackson Mississippi.idf | Intensity            | = 3.19 in/hr |
| Freq. Corr. Factor | = 1.00                    | Asc/Rec Limb Factors | = 1/1        |

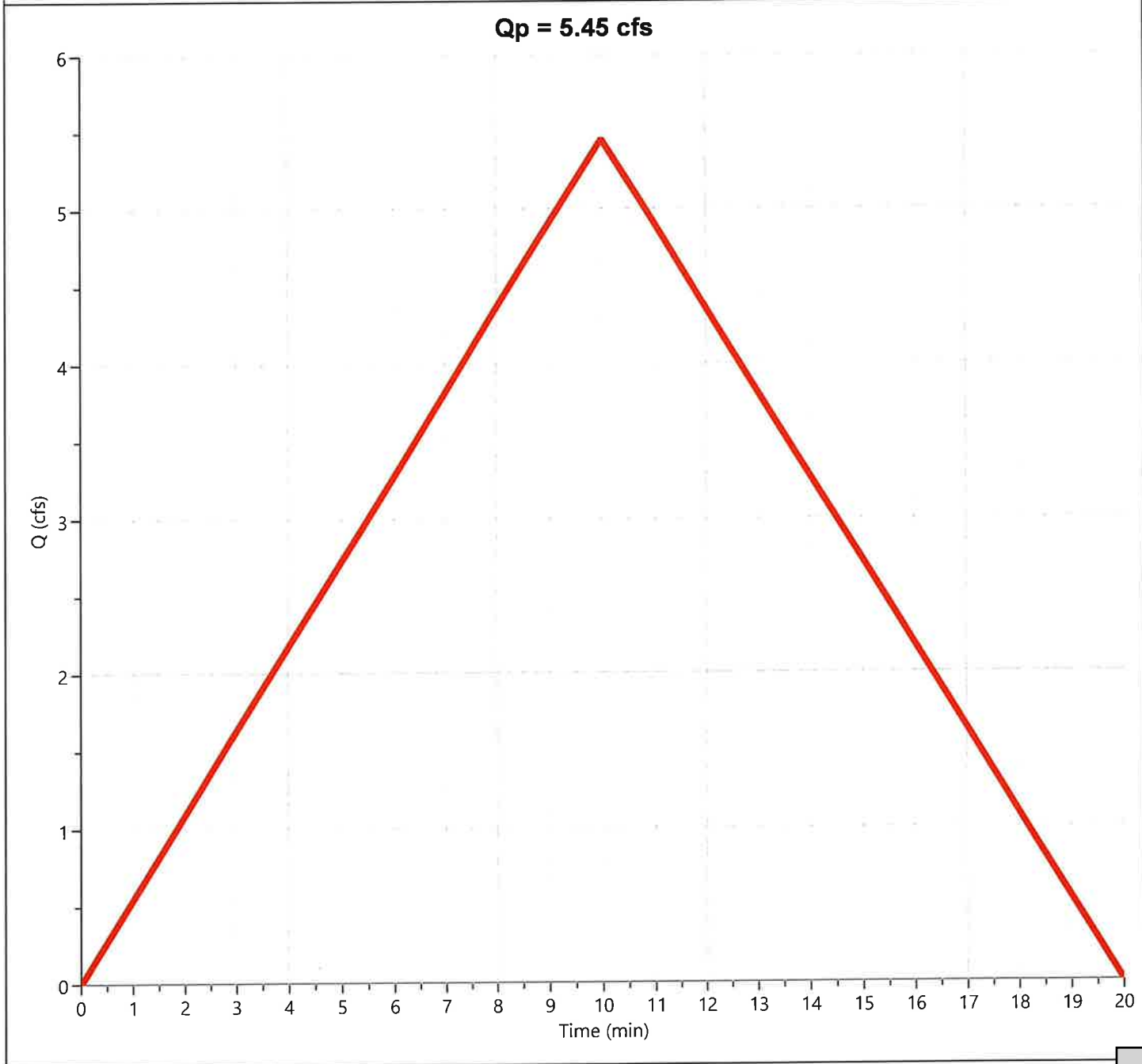


# Hydrograph Report

## Post Blurton

## Hyd. No. 2

|                    |                           |                      |              |
|--------------------|---------------------------|----------------------|--------------|
| Hydrograph Type    | = Rational                | Peak Flow            | = 5.455 cfs  |
| Storm Frequency    | = 2-yr                    | Time to Peak         | = 0.17 hrs   |
| Time Interval      | = 1 min                   | Runoff Volume        | = 3,273 cuft |
| Drainage Area      | = 1.5 ac                  | Runoff Coeff.        | = 0.72       |
| Tc Method          | = User                    | Time of Conc. (Tc)   | = 10.0 min   |
| IDF Curve          | = Jackson Mississippi.idf | Intensity            | = 5.05 in/hr |
| Freq. Corr. Factor | = 1.00                    | Asc/Rec Limb Factors | = 1/1        |



# Hydrograph Report

## Lakeside

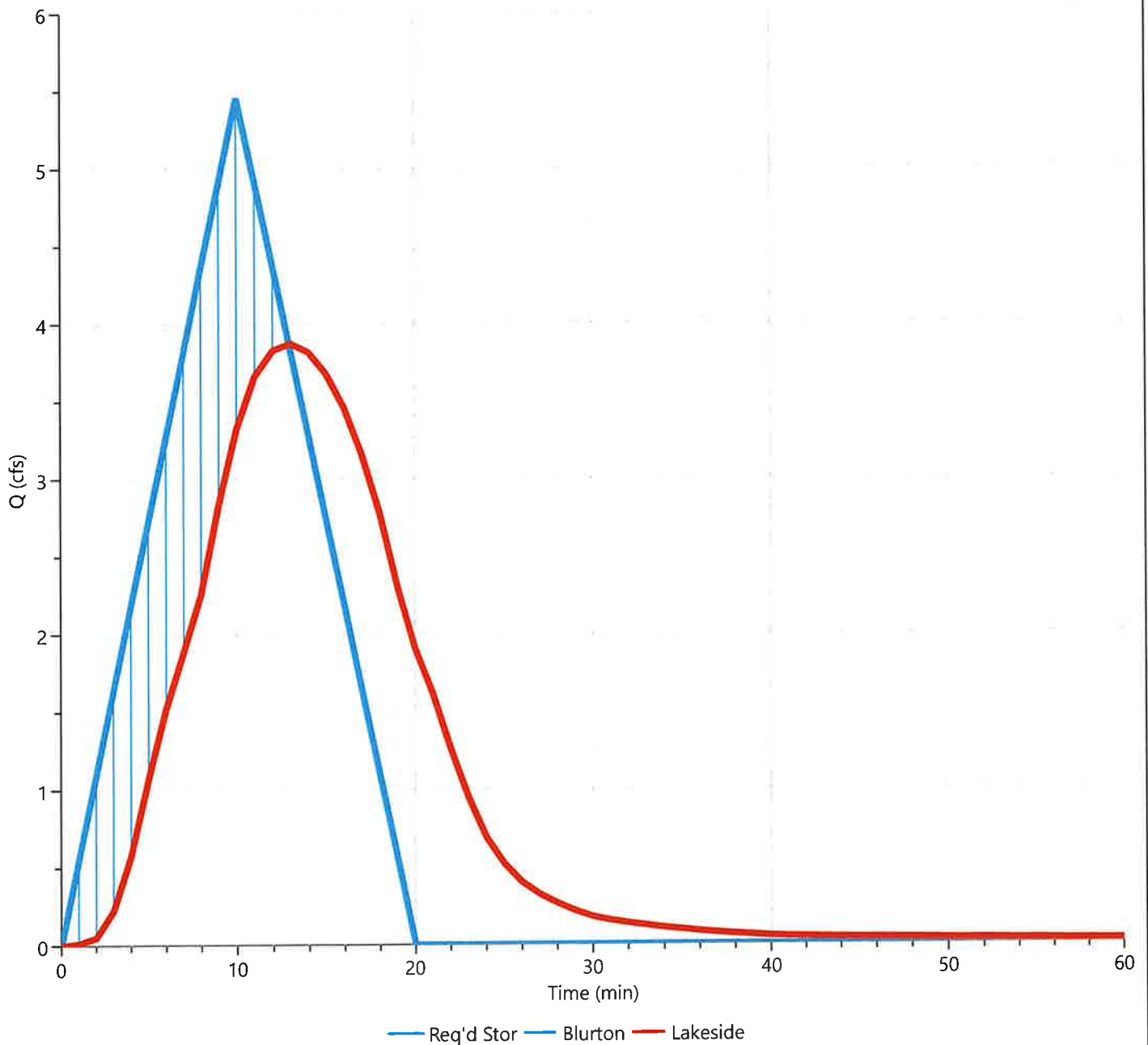
## Hyd. No. 3

|                   |               |                   |              |
|-------------------|---------------|-------------------|--------------|
| Hydrograph Type   | = Pond Route  | Peak Flow         | = 3.872 cfs  |
| Storm Frequency   | = 2-yr        | Time to Peak      | = 0.22 hrs   |
| Time Interval     | = 1 min       | Hydrograph Volume | = 3,271 cuft |
| Inflow Hydrograph | = 2 - Blurton | Max. Elevation    | = 253.60 ft  |
| Pond Name         | = Blurton     | Max. Storage      | = 1,080 cuft |

Pond Routing by Storage Indication Method

Center of mass detention time = 5 min

**Qp = 3.87 cfs**





# Hydrograph 5-yr Summary

Hydrology Studio v 3.0.0.13

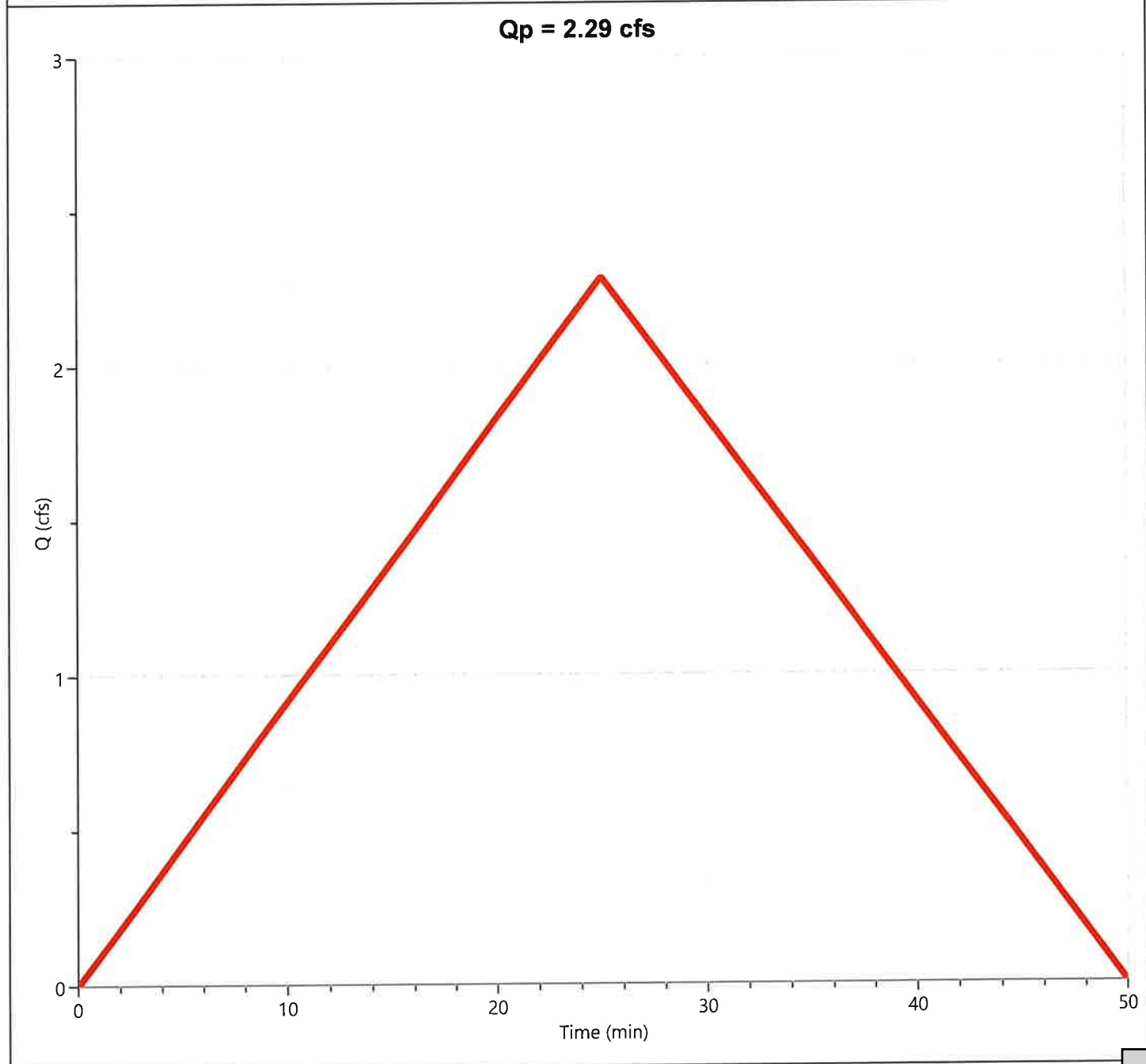
| Hyd. No. | Hydrograph Type | Hydrograph Name | Peak Flow (cfs) | Time to Peak (hrs) | Hydrograph Volume (cuft) | Inflow Hyd(s) | Maximum Elevation (ft) | Maximum Storage (cuft) |
|----------|-----------------|-----------------|-----------------|--------------------|--------------------------|---------------|------------------------|------------------------|
| 1        | Rational        | Pre Blurton     | 2.286           | 0.42               | 3,429                    | ---           |                        |                        |
| 2        | Rational        | Post Blurton    | 6.504           | 0.17               | 3,902                    | ---           |                        |                        |
| 3        | Pond Route      | Lakeside        | 4.449           | 0.22               | 3,901                    | 2             | 253.89                 | 1,308                  |

# Hydrograph Report

## Pre Blurton

## Hyd. No. 1

|                    |                           |                      |              |
|--------------------|---------------------------|----------------------|--------------|
| Hydrograph Type    | = Rational                | Peak Flow            | = 2.286 cfs  |
| Storm Frequency    | = 5-yr                    | Time to Peak         | = 0.42 hrs   |
| Time Interval      | = 1 min                   | Runoff Volume        | = 3,429 cuft |
| Drainage Area      | = 1.498 ac                | Runoff Coeff.        | = 0.4        |
| Tc Method          | = User                    | Time of Conc. (Tc)   | = 25.0 min   |
| IDF Curve          | = Jackson Mississippi.idf | Intensity            | = 3.81 in/hr |
| Freq. Corr. Factor | = 1.00                    | Asc/Rec Limb Factors | = 1/1        |

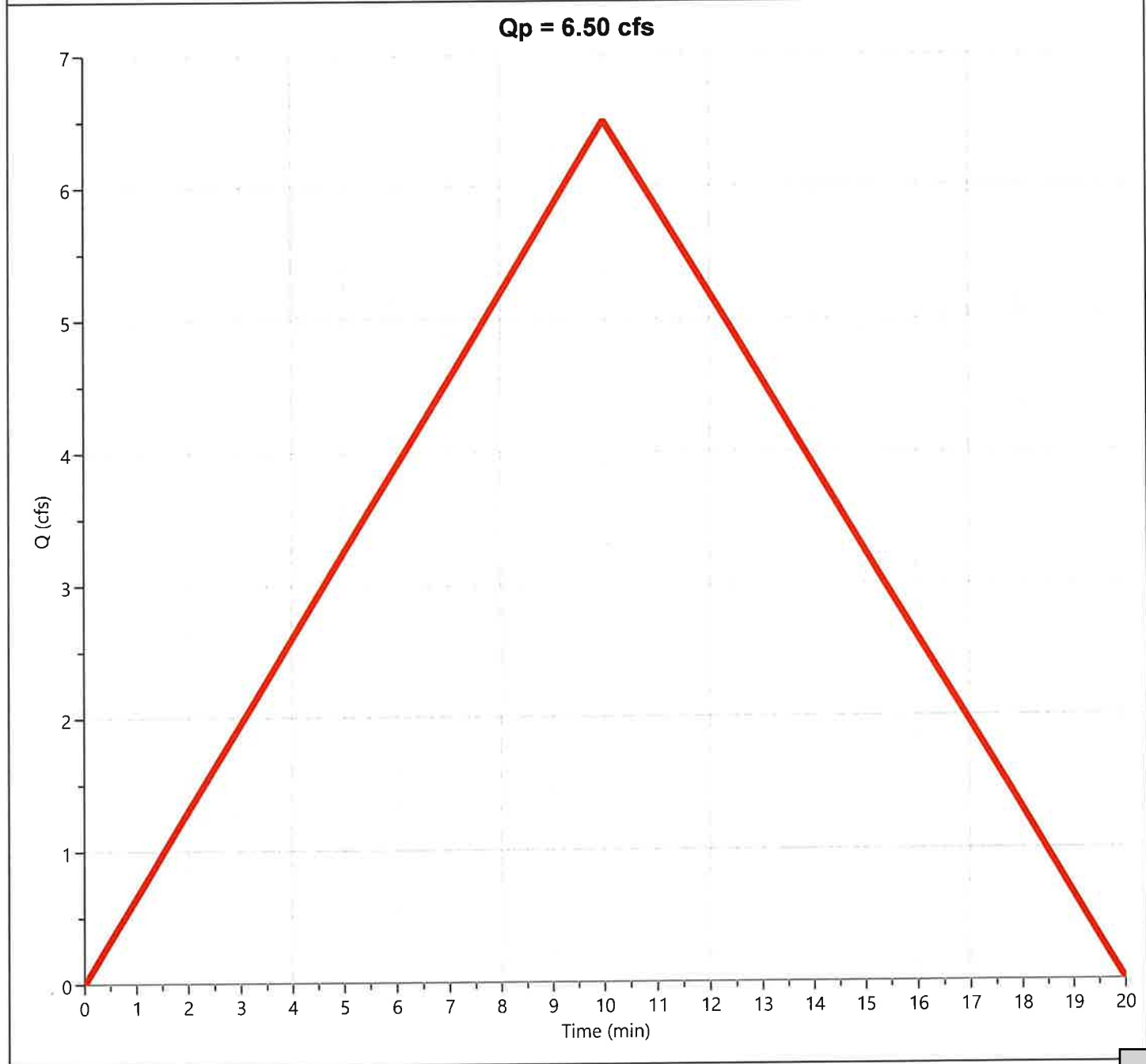


# Hydrograph Report

## Post Blurton

## Hyd. No. 2

|                    |                           |                      |              |
|--------------------|---------------------------|----------------------|--------------|
| Hydrograph Type    | = Rational                | Peak Flow            | = 6.504 cfs  |
| Storm Frequency    | = 5-yr                    | Time to Peak         | = 0.17 hrs   |
| Time Interval      | = 1 min                   | Runoff Volume        | = 3,902 cuft |
| Drainage Area      | = 1.5 ac                  | Runoff Coeff.        | = 0.72       |
| Tc Method          | = User                    | Time of Conc. (Tc)   | = 10.0 min   |
| IDF Curve          | = Jackson Mississippi.idf | Intensity            | = 6.02 in/hr |
| Freq. Corr. Factor | = 1.00                    | Asc/Rec Limb Factors | = 1/1        |



# Hydrograph Report

## Lakeside

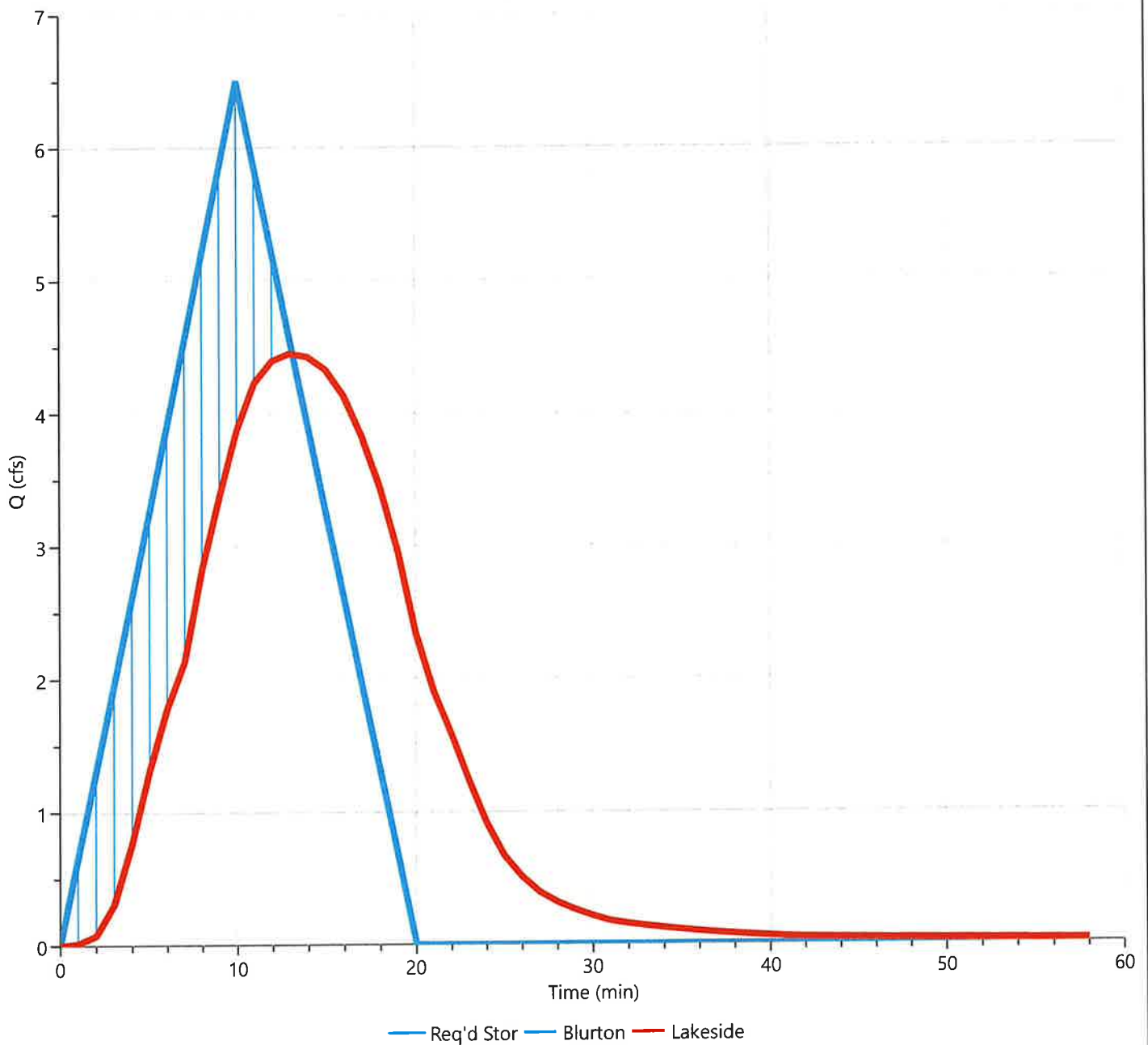
## Hyd. No. 3

|                   |               |                   |              |
|-------------------|---------------|-------------------|--------------|
| Hydrograph Type   | = Pond Route  | Peak Flow         | = 4.449 cfs  |
| Storm Frequency   | = 5-yr        | Time to Peak      | = 0.22 hrs   |
| Time Interval     | = 1 min       | Hydrograph Volume | = 3,901 cuft |
| Inflow Hydrograph | = 2 - Blurton | Max. Elevation    | = 253.89 ft  |
| Pond Name         | = Blurton     | Max. Storage      | = 1,308 cuft |

Pond Routing by Storage Indication Method

Center of mass detention time = 5 min

**Qp = 4.45 cfs**



# Hydrograph 10-yr Summary

Hydrology Studio v 3.0.0.13

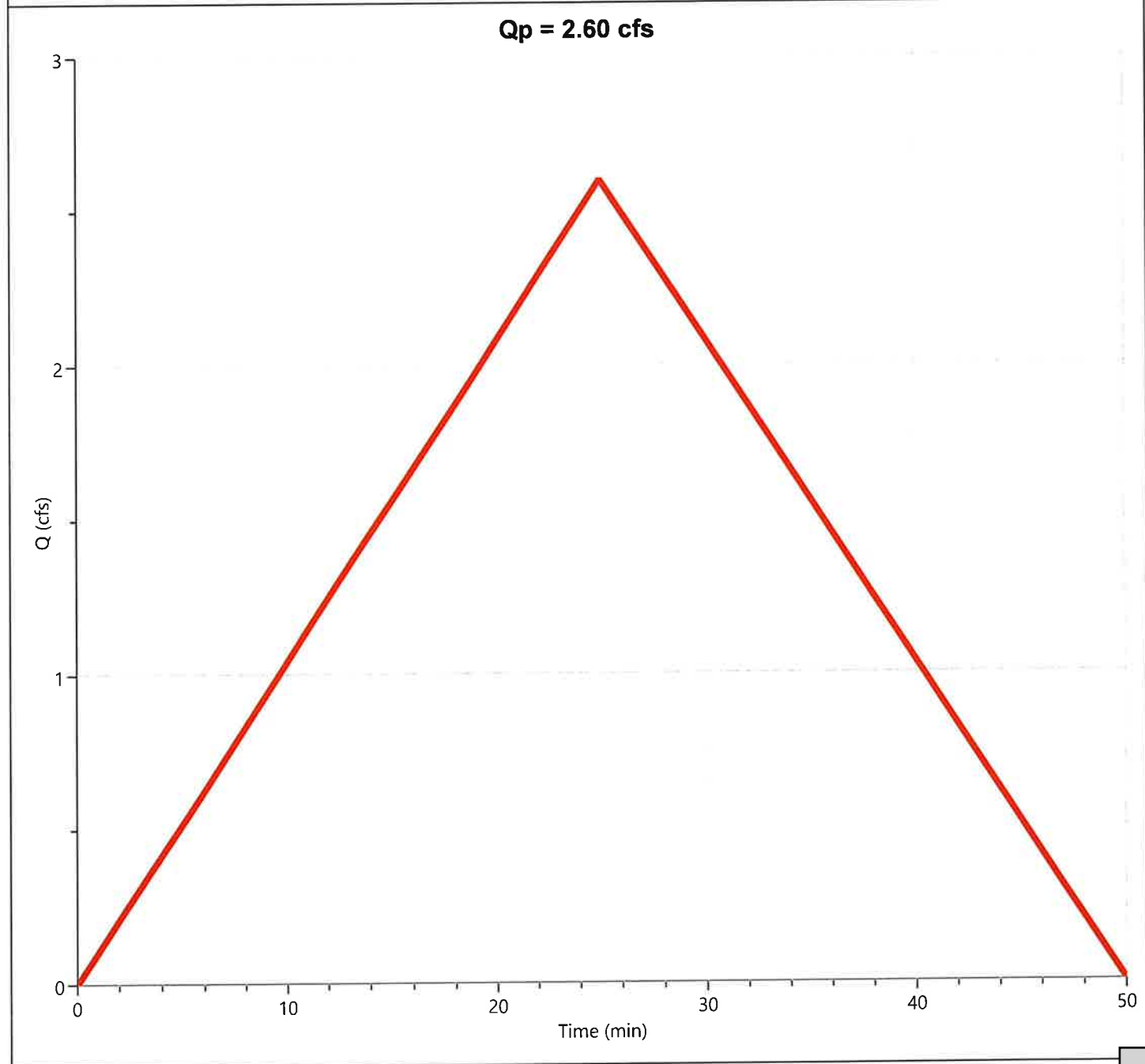
| Hyd. No. | Hydrograph Type | Hydrograph Name | Peak Flow (cfs) | Time to Peak (hrs) | Hydrograph Volume (cuft) | Inflow Hyd(s) | Maximum Elevation (ft) | Maximum Storage (cuft) |
|----------|-----------------|-----------------|-----------------|--------------------|--------------------------|---------------|------------------------|------------------------|
| 1        | Rational        | Pre Blurton     | 2.600           | 0.42               | 3,900                    | ---           |                        |                        |
| 2        | Rational        | Post Blurton    | 7.377           | 0.17               | 4,426                    | ---           |                        |                        |
| 3        | Pond Route      | Lakeside        | 4.806           | 0.22               | 4,425                    | 2             | 254.13                 | 1,521                  |

# Hydrograph Report

## Pre Blurton

## Hyd. No. 1

|                    |                           |                      |              |
|--------------------|---------------------------|----------------------|--------------|
| Hydrograph Type    | = Rational                | Peak Flow            | = 2.600 cfs  |
| Storm Frequency    | = 10-yr                   | Time to Peak         | = 0.42 hrs   |
| Time Interval      | = 1 min                   | Runoff Volume        | = 3,900 cuft |
| Drainage Area      | = 1.498 ac                | Runoff Coeff.        | = 0.4        |
| Tc Method          | = User                    | Time of Conc. (Tc)   | = 25.0 min   |
| IDF Curve          | = Jackson Mississippi.idf | Intensity            | = 4.34 in/hr |
| Freq. Corr. Factor | = 1.00                    | Asc/Rec Limb Factors | = 1/1        |

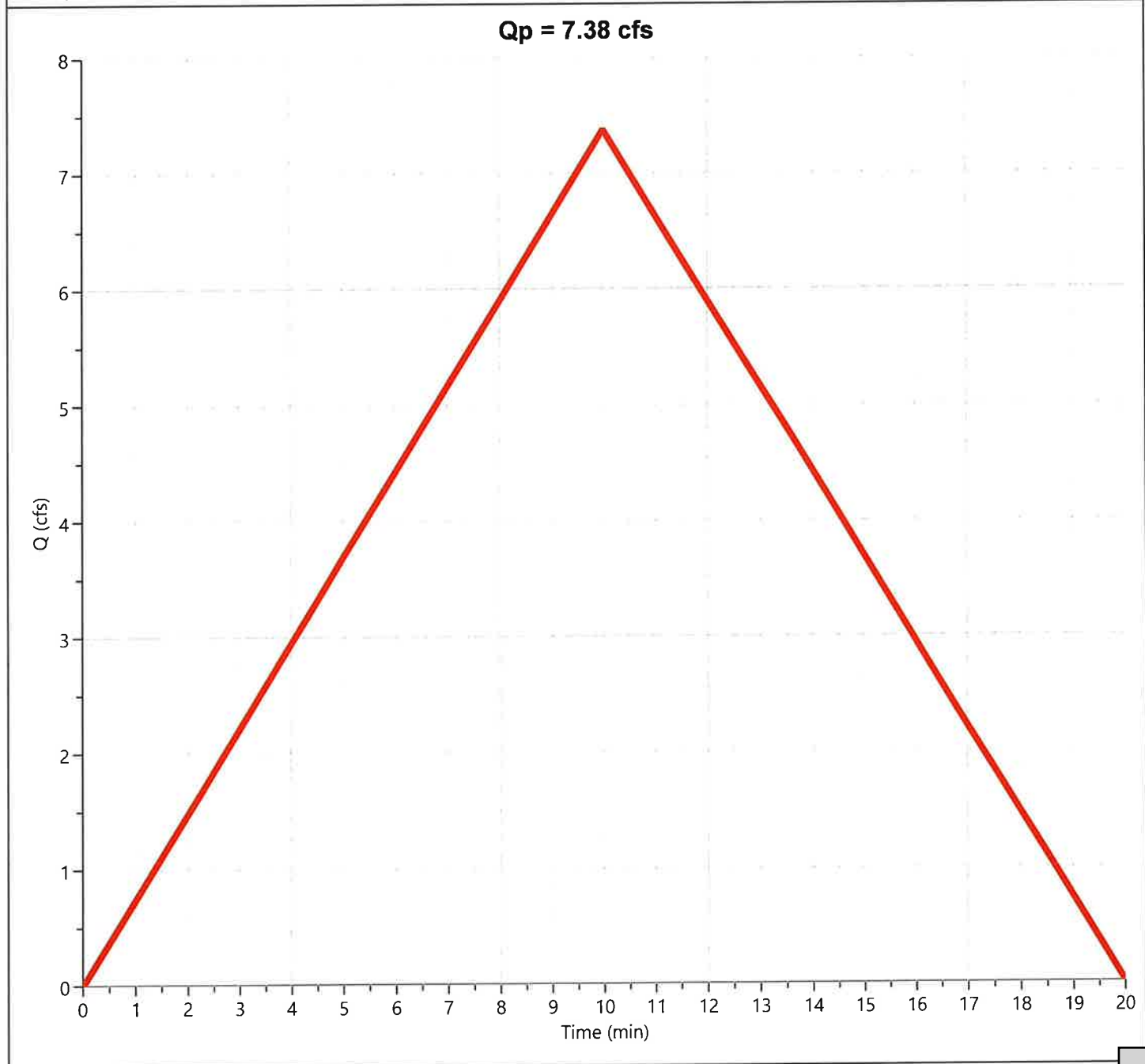


# Hydrograph Report

## Post Blurton

## Hyd. No. 2

|                    |                           |                      |              |
|--------------------|---------------------------|----------------------|--------------|
| Hydrograph Type    | = Rational                | Peak Flow            | = 7.377 cfs  |
| Storm Frequency    | = 10-yr                   | Time to Peak         | = 0.17 hrs   |
| Time Interval      | = 1 min                   | Runoff Volume        | = 4,426 cuft |
| Drainage Area      | = 1.5 ac                  | Runoff Coeff.        | = 0.72       |
| Tc Method          | = User                    | Time of Conc. (Tc)   | = 10.0 min   |
| IDF Curve          | = Jackson Mississippi.idf | Intensity            | = 6.83 in/hr |
| Freq. Corr. Factor | = 1.00                    | Asc/Rec Limb Factors | = 1/1        |



# Hydrograph Report

## Lakeside

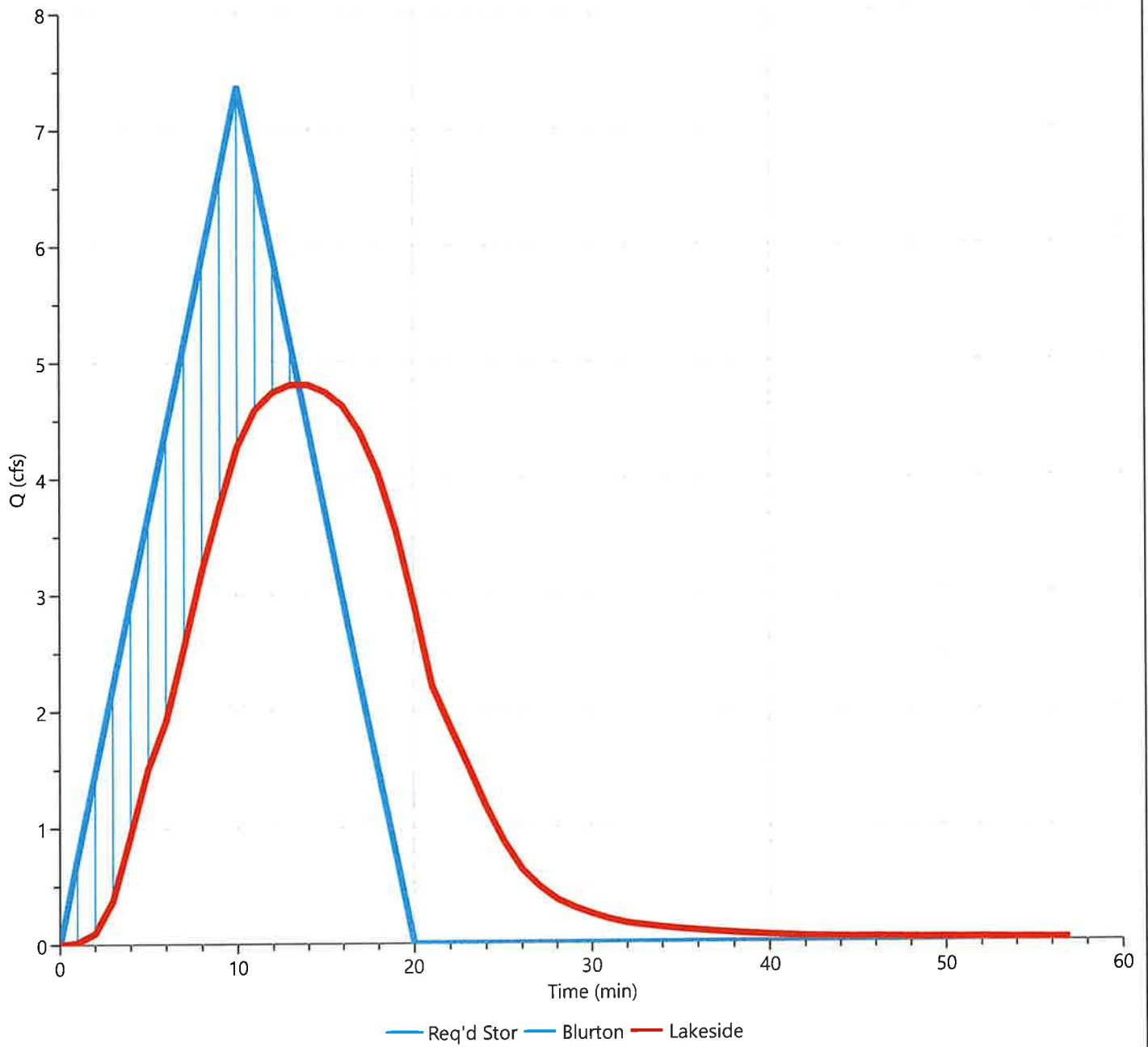
## Hyd. No. 3

|                   |               |                   |              |
|-------------------|---------------|-------------------|--------------|
| Hydrograph Type   | = Pond Route  | Peak Flow         | = 4.806 cfs  |
| Storm Frequency   | = 10-yr       | Time to Peak      | = 0.22 hrs   |
| Time Interval     | = 1 min       | Hydrograph Volume | = 4,425 cuft |
| Inflow Hydrograph | = 2 - Blurton | Max. Elevation    | = 254.13 ft  |
| Pond Name         | = Blurton     | Max. Storage      | = 1,521 cuft |

Pond Routing by Storage Indication Method

Center of mass detention time = 5 min

**Qp = 4.81 cfs**





# Hydrograph 25-yr Summary

Hydrology Studio v 3.0.0.13

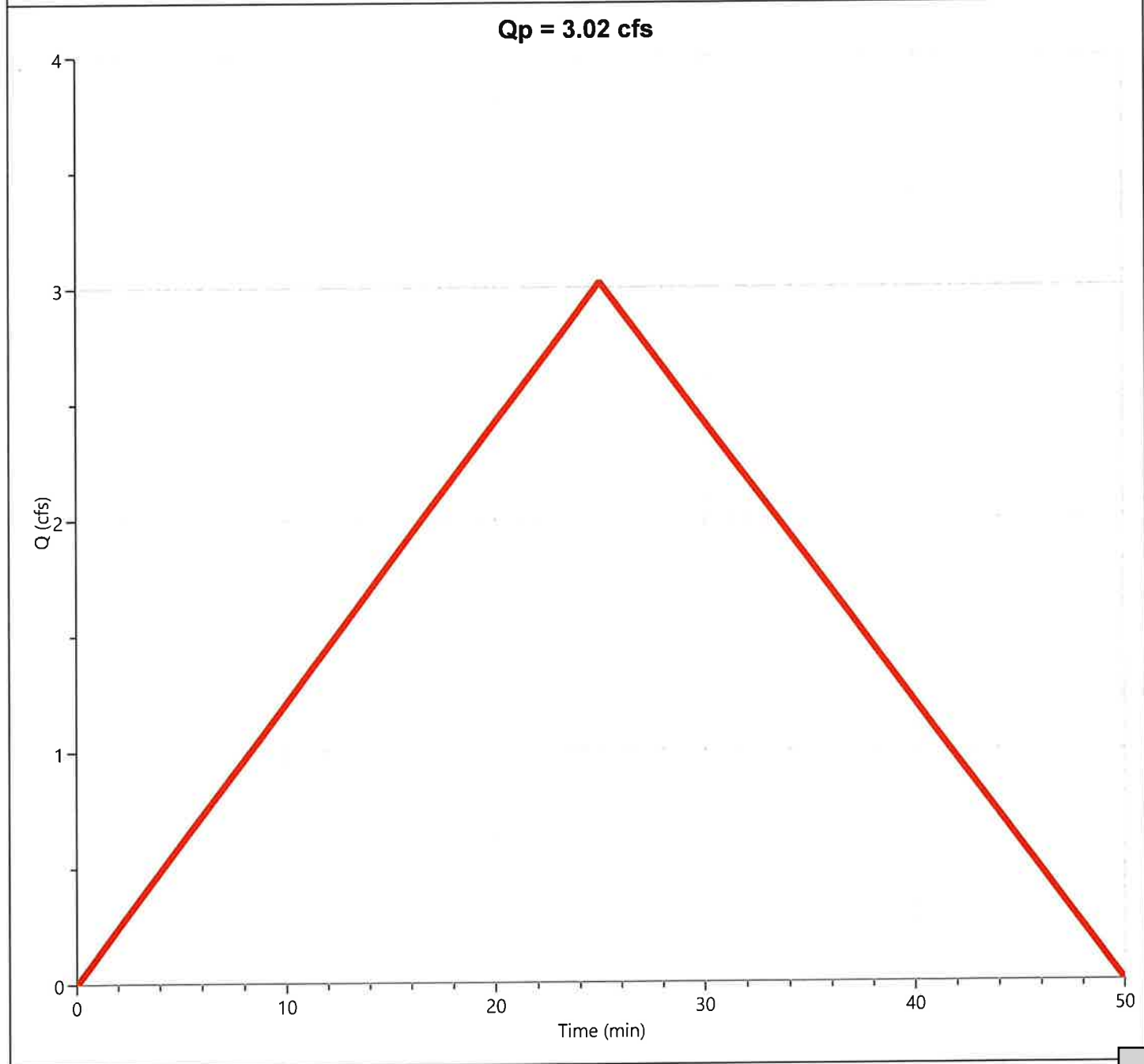
| Hyd. No. | Hydrograph Type | Hydrograph Name | Peak Flow (cfs) | Time to Peak (hrs) | Hydrograph Volume (cuft) | Inflow Hyd(s) | Maximum Elevation (ft) | Maximum Storage (cuft) |
|----------|-----------------|-----------------|-----------------|--------------------|--------------------------|---------------|------------------------|------------------------|
| 1        | Rational        | Pre Blurton     | 3.024           | 0.42               | 4,536                    | ---           |                        |                        |
| 2        | Rational        | Post Blurton    | 8.548           | 0.17               | 5,129                    | ---           |                        |                        |
| 3        | Pond Route      | Lakeside        | 5.255           | 0.23               | 5,127                    | 2             | 254.44                 | 1,854                  |

# Hydrograph Report

## Pre Blurton

## Hyd. No. 1

|                    |                           |                      |              |
|--------------------|---------------------------|----------------------|--------------|
| Hydrograph Type    | = Rational                | Peak Flow            | = 3.024 cfs  |
| Storm Frequency    | = 25-yr                   | Time to Peak         | = 0.42 hrs   |
| Time Interval      | = 1 min                   | Runoff Volume        | = 4,536 cuft |
| Drainage Area      | = 1.498 ac                | Runoff Coeff.        | = 0.4        |
| Tc Method          | = User                    | Time of Conc. (Tc)   | = 25.0 min   |
| IDF Curve          | = Jackson Mississippi.idf | Intensity            | = 5.05 in/hr |
| Freq. Corr. Factor | = 1.00                    | Asc/Rec Limb Factors | = 1/1        |

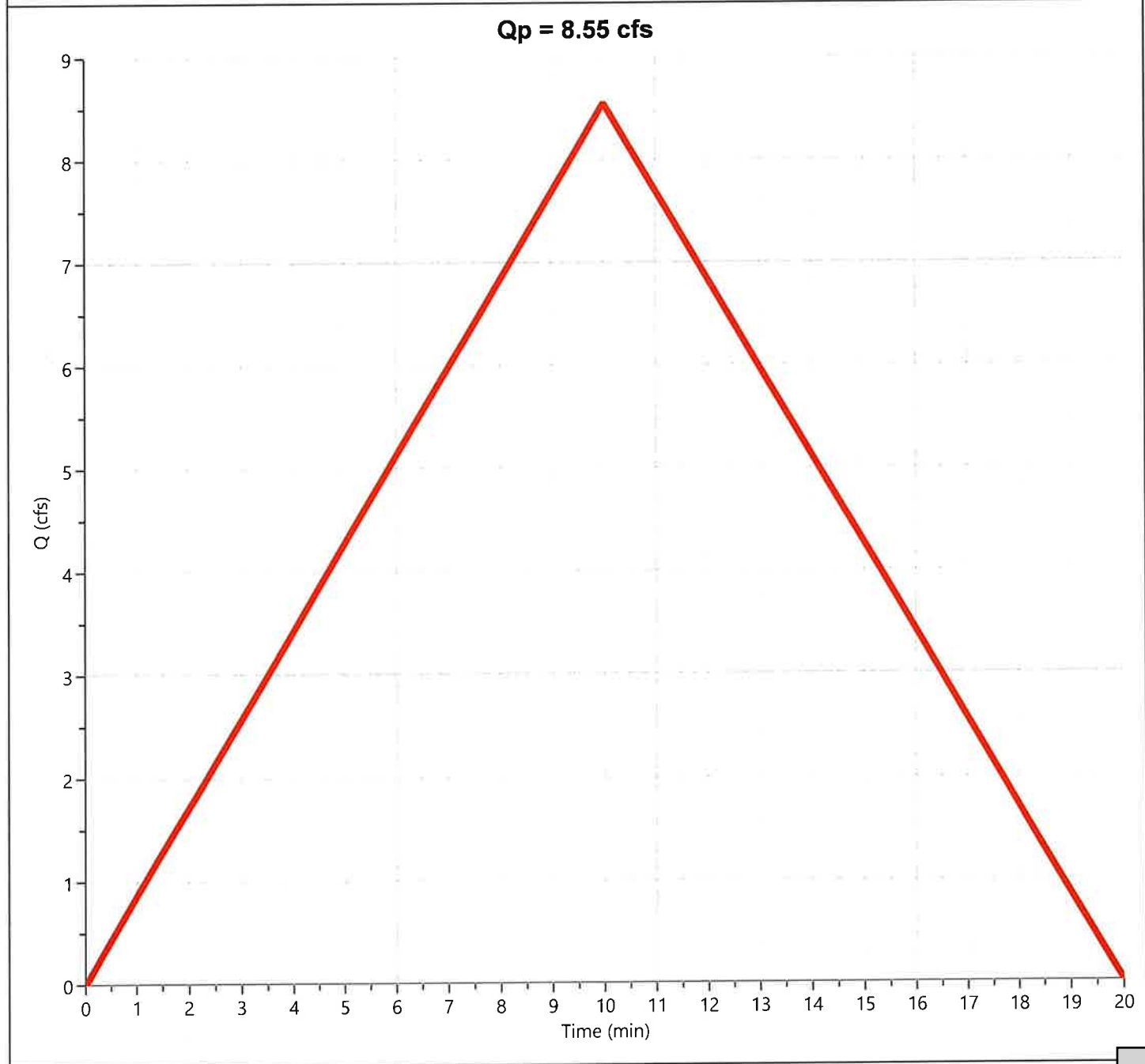


# Hydrograph Report

## Post Blurton

## Hyd. No. 2

|                    |                           |                      |              |
|--------------------|---------------------------|----------------------|--------------|
| Hydrograph Type    | = Rational                | Peak Flow            | = 8.548 cfs  |
| Storm Frequency    | = 25-yr                   | Time to Peak         | = 0.17 hrs   |
| Time Interval      | = 1 min                   | Runoff Volume        | = 5,129 cuft |
| Drainage Area      | = 1.5 ac                  | Runoff Coeff.        | = 0.72       |
| Tc Method          | = User                    | Time of Conc. (Tc)   | = 10.0 min   |
| IDF Curve          | = Jackson Mississippi.idf | Intensity            | = 7.91 in/hr |
| Freq. Corr. Factor | = 1.00                    | Asc/Rec Limb Factors | = 1/1        |



# Hydrograph Report

## Lakeside

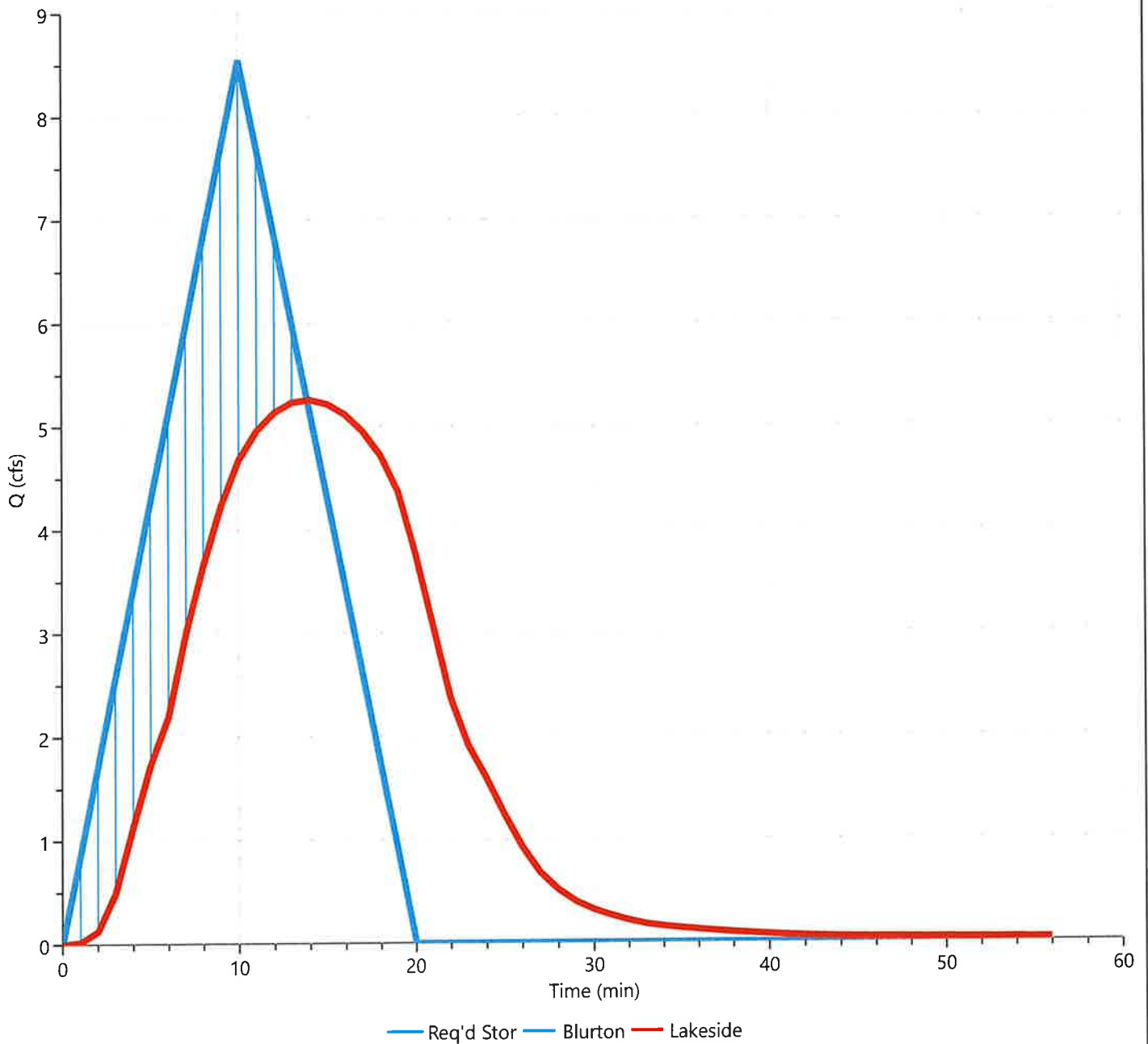
## Hyd. No. 3

|                   |               |                   |              |
|-------------------|---------------|-------------------|--------------|
| Hydrograph Type   | = Pond Route  | Peak Flow         | = 5.255 cfs  |
| Storm Frequency   | = 25-yr       | Time to Peak      | = 0.23 hrs   |
| Time Interval     | = 1 min       | Hydrograph Volume | = 5,127 cuft |
| Inflow Hydrograph | = 2 - Blurton | Max. Elevation    | = 254.44 ft  |
| Pond Name         | = Blurton     | Max. Storage      | = 1,854 cuft |

Pond Routing by Storage Indication Method

Center of mass detention time = 5 min

**Qp = 5.26 cfs**



# Hydrograph 50-yr Summary

Hydrology Studio v 3.0.0.13

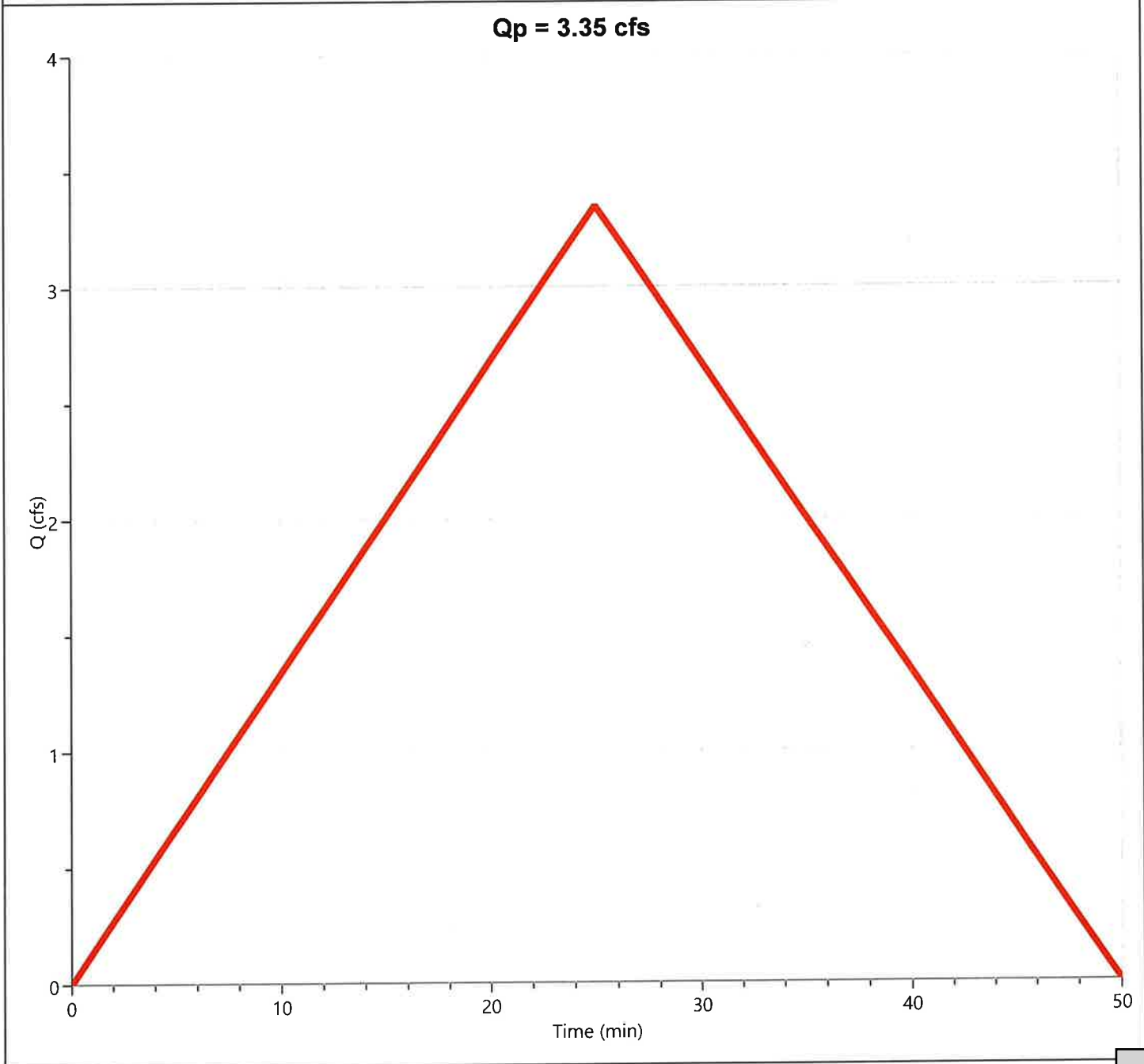
| Hyd. No. | Hydrograph Type | Hydrograph Name | Peak Flow (cfs) | Time to Peak (hrs) | Hydrograph Volume (cuft) | Inflow Hyd(s) | Maximum Elevation (ft) | Maximum Storage (cuft) |
|----------|-----------------|-----------------|-----------------|--------------------|--------------------------|---------------|------------------------|------------------------|
| 1        | Rational        | Pre Blurton     | 3.350           | 0.42               | 5,024                    | ---           |                        |                        |
| 2        | Rational        | Post Blurton    | 9.466           | 0.17               | 5,679                    | ---           |                        |                        |
| 3        | Pond Route      | Lakeside        | 5.599           | 0.23               | 5,678                    | 2             | 254.70                 | 2,128                  |

# Hydrograph Report

## Pre Blurton

## Hyd. No. 1

|                    |                           |                      |              |
|--------------------|---------------------------|----------------------|--------------|
| Hydrograph Type    | = Rational                | Peak Flow            | = 3.350 cfs  |
| Storm Frequency    | = 50-yr                   | Time to Peak         | = 0.42 hrs   |
| Time Interval      | = 1 min                   | Runoff Volume        | = 5,024 cuft |
| Drainage Area      | = 1.498 ac                | Runoff Coeff.        | = 0.4        |
| Tc Method          | = User                    | Time of Conc. (Tc)   | = 25.0 min   |
| IDF Curve          | = Jackson Mississippi.idf | Intensity            | = 5.59 in/hr |
| Freq. Corr. Factor | = 1.00                    | Asc/Rec Limb Factors | = 1/1        |

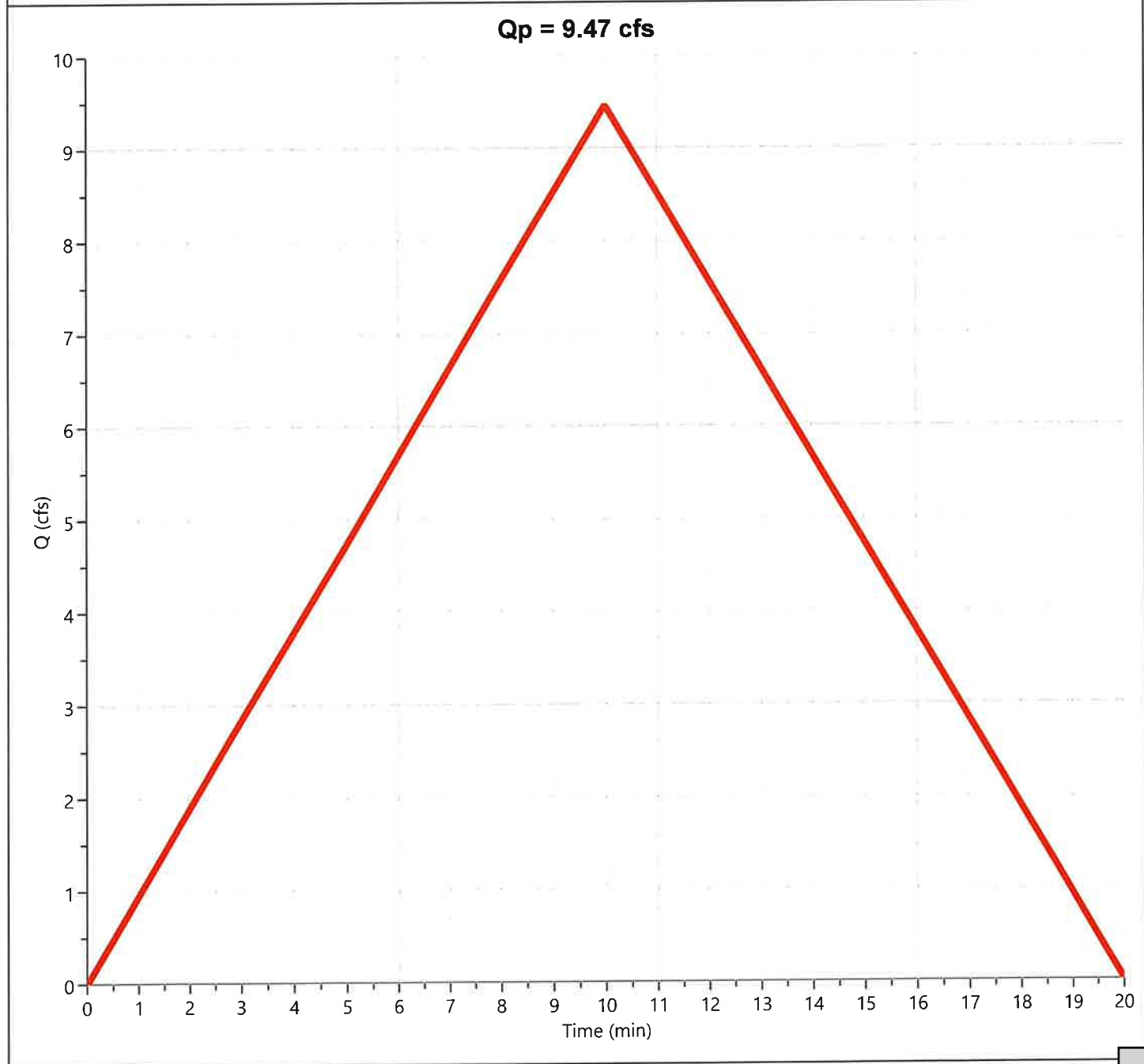


# Hydrograph Report

## Post Blurton

## Hyd. No. 2

|                    |                           |                      |              |
|--------------------|---------------------------|----------------------|--------------|
| Hydrograph Type    | = Rational                | Peak Flow            | = 9.466 cfs  |
| Storm Frequency    | = 50-yr                   | Time to Peak         | = 0.17 hrs   |
| Time Interval      | = 1 min                   | Runoff Volume        | = 5,679 cuft |
| Drainage Area      | = 1.5 ac                  | Runoff Coeff.        | = 0.72       |
| Tc Method          | = User                    | Time of Conc. (Tc)   | = 10.0 min   |
| IDF Curve          | = Jackson Mississippi.idf | Intensity            | = 8.76 in/hr |
| Freq. Corr. Factor | = 1.00                    | Asc/Rec Limb Factors | = 1/1        |



# Hydrograph Report

## Lakeside

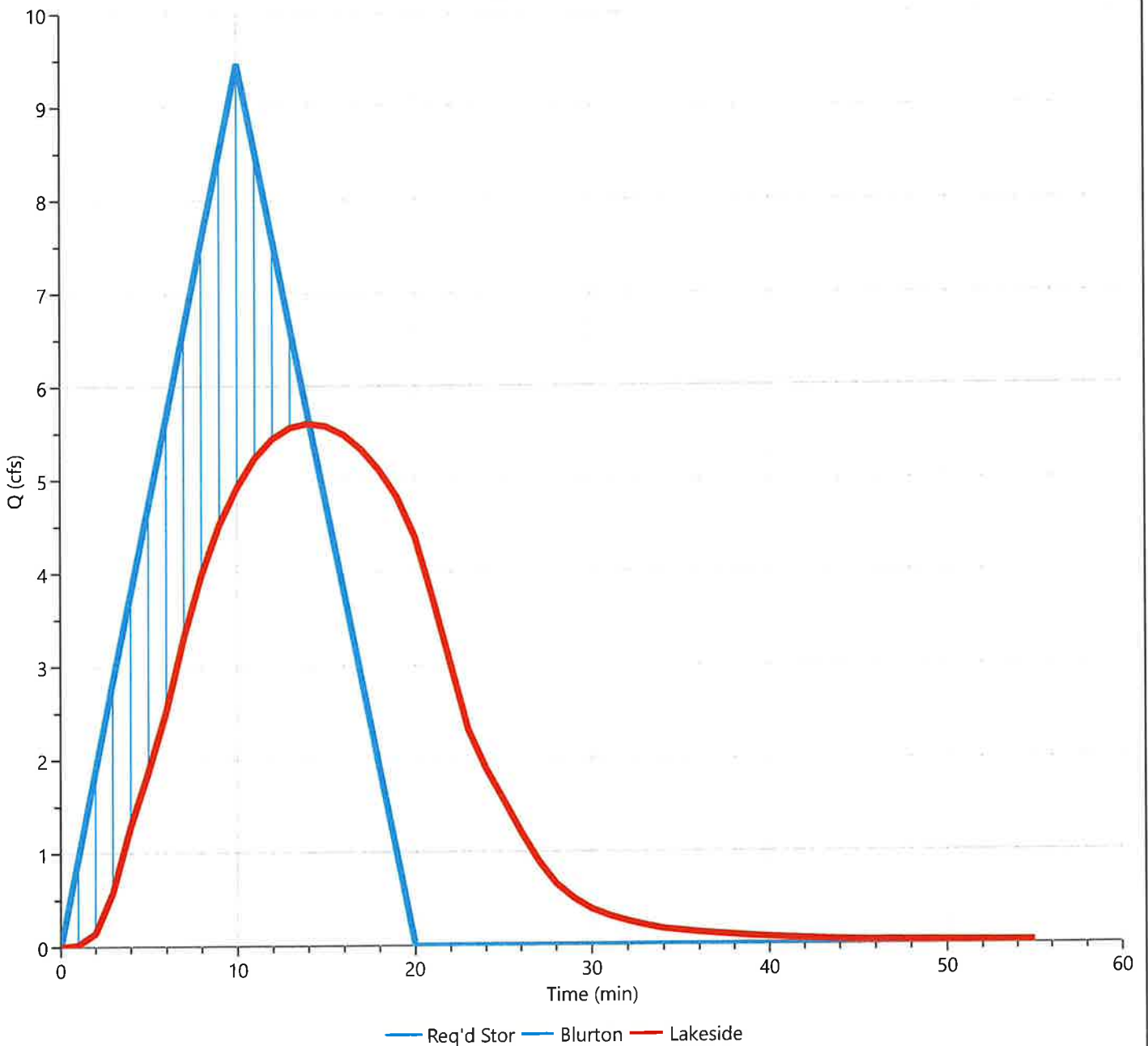
## Hyd. No. 3

|                   |               |                   |              |
|-------------------|---------------|-------------------|--------------|
| Hydrograph Type   | = Pond Route  | Peak Flow         | = 5.599 cfs  |
| Storm Frequency   | = 50-yr       | Time to Peak      | = 0.23 hrs   |
| Time Interval     | = 1 min       | Hydrograph Volume | = 5,678 cuft |
| Inflow Hydrograph | = 2 - Blurton | Max. Elevation    | = 254.70 ft  |
| Pond Name         | = Blurton     | Max. Storage      | = 2,128 cuft |

Pond Routing by Storage Indication Method

Center of mass detention time = 5 min

**Qp = 5.60 cfs**





# Hydrograph 100-yr Summary

Hydrology Studio v 3.0.0.13

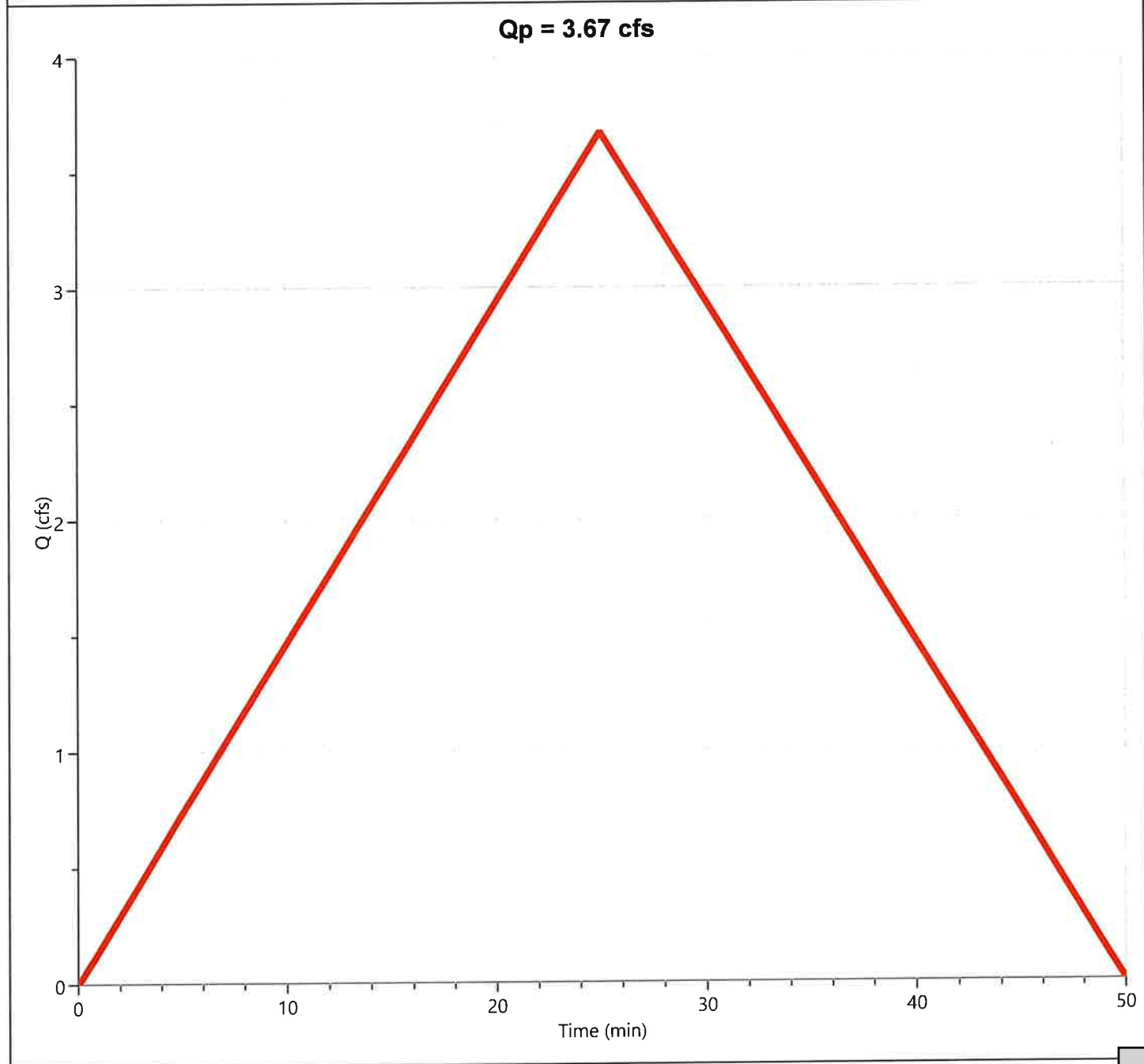
| Hyd. No. | Hydrograph Type | Hydrograph Name | Peak Flow (cfs) | Time to Peak (hrs) | Hydrograph Volume (cuft) | Inflow Hyd(s) | Maximum Elevation (ft) | Maximum Storage (cuft) |
|----------|-----------------|-----------------|-----------------|--------------------|--------------------------|---------------|------------------------|------------------------|
| 1        | Rational        | Pre Blurton     | 3.672           | 0.42               | 5,508                    | ---           |                        |                        |
| 2        | Rational        | Post Blurton    | 10.32           | 0.17               | 6,191                    | ---           |                        |                        |
| 3        | Pond Route      | Lakeside        | 5.912           | 0.23               | 6,190                    | 2             | 254.95                 | 2,392                  |

# Hydrograph Report

## Pre Blurton

## Hyd. No. 1

|                    |                           |                      |              |
|--------------------|---------------------------|----------------------|--------------|
| Hydrograph Type    | = Rational                | Peak Flow            | = 3.672 cfs  |
| Storm Frequency    | = 100-yr                  | Time to Peak         | = 0.42 hrs   |
| Time Interval      | = 1 min                   | Runoff Volume        | = 5,508 cuft |
| Drainage Area      | = 1.498 ac                | Runoff Coeff.        | = 0.4        |
| Tc Method          | = User                    | Time of Conc. (Tc)   | = 25.0 min   |
| IDF Curve          | = Jackson Mississippi.idf | Intensity            | = 6.13 in/hr |
| Freq. Corr. Factor | = 1.00                    | Asc/Rec Limb Factors | = 1/1        |



# Hydrograph Report

## Post Blurton

## Hyd. No. 2

Hydrograph Type = Rational

Storm Frequency = 100-yr

Time Interval = 1 min

Drainage Area = 1.5 ac

Tc Method = User

IDF Curve = Jackson Mississippi.idf

Freq. Corr. Factor = 1.00

Peak Flow = 10.32 cfs

Time to Peak = 0.17 hrs

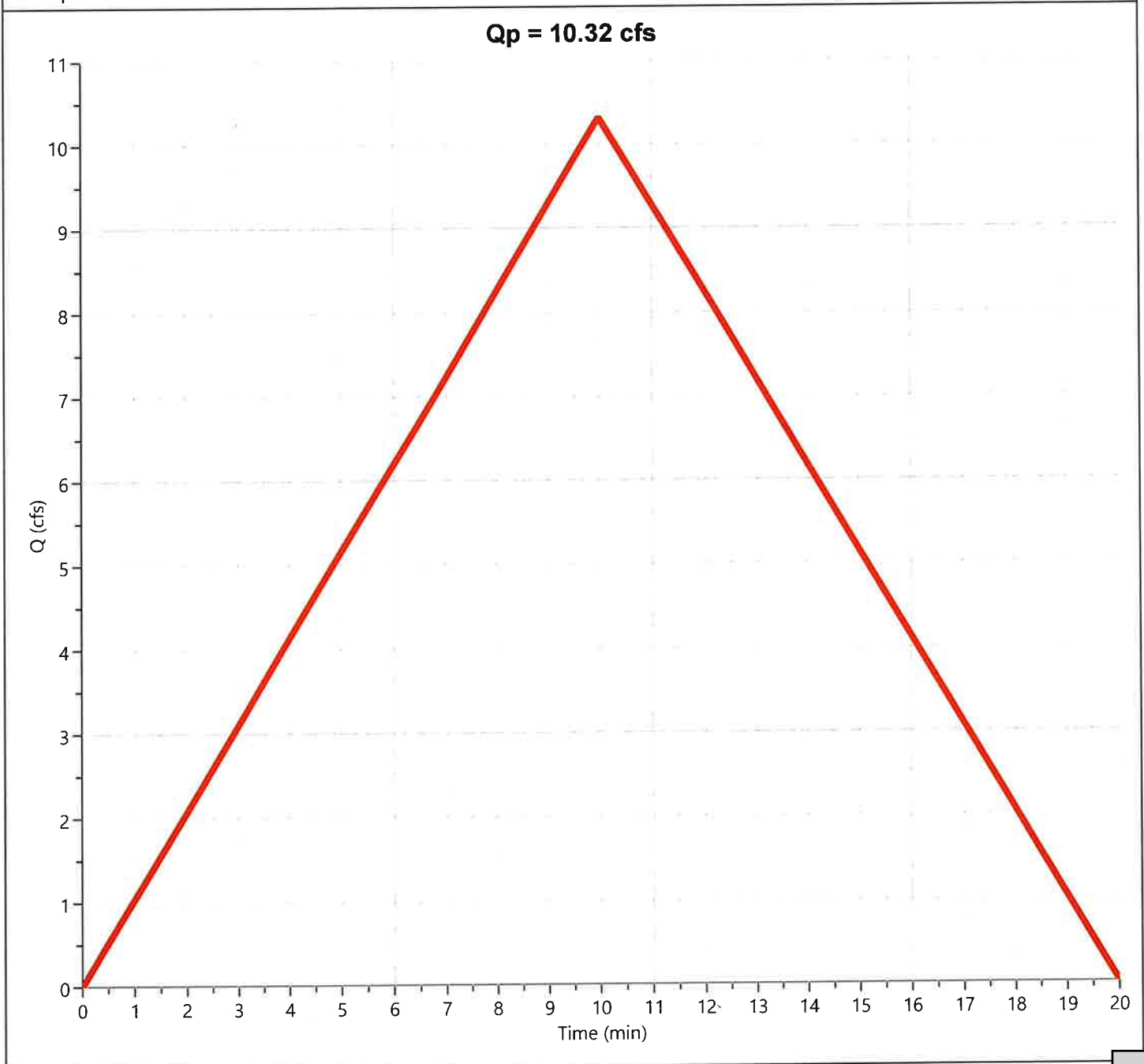
Runoff Volume = 6,191 cuft

Runoff Coeff. = 0.72

Time of Conc. (Tc) = 10.0 min

Intensity = 9.55 in/hr

Asc/Rec Limb Factors = 1/1



# Hydrograph Report

## Lakeside

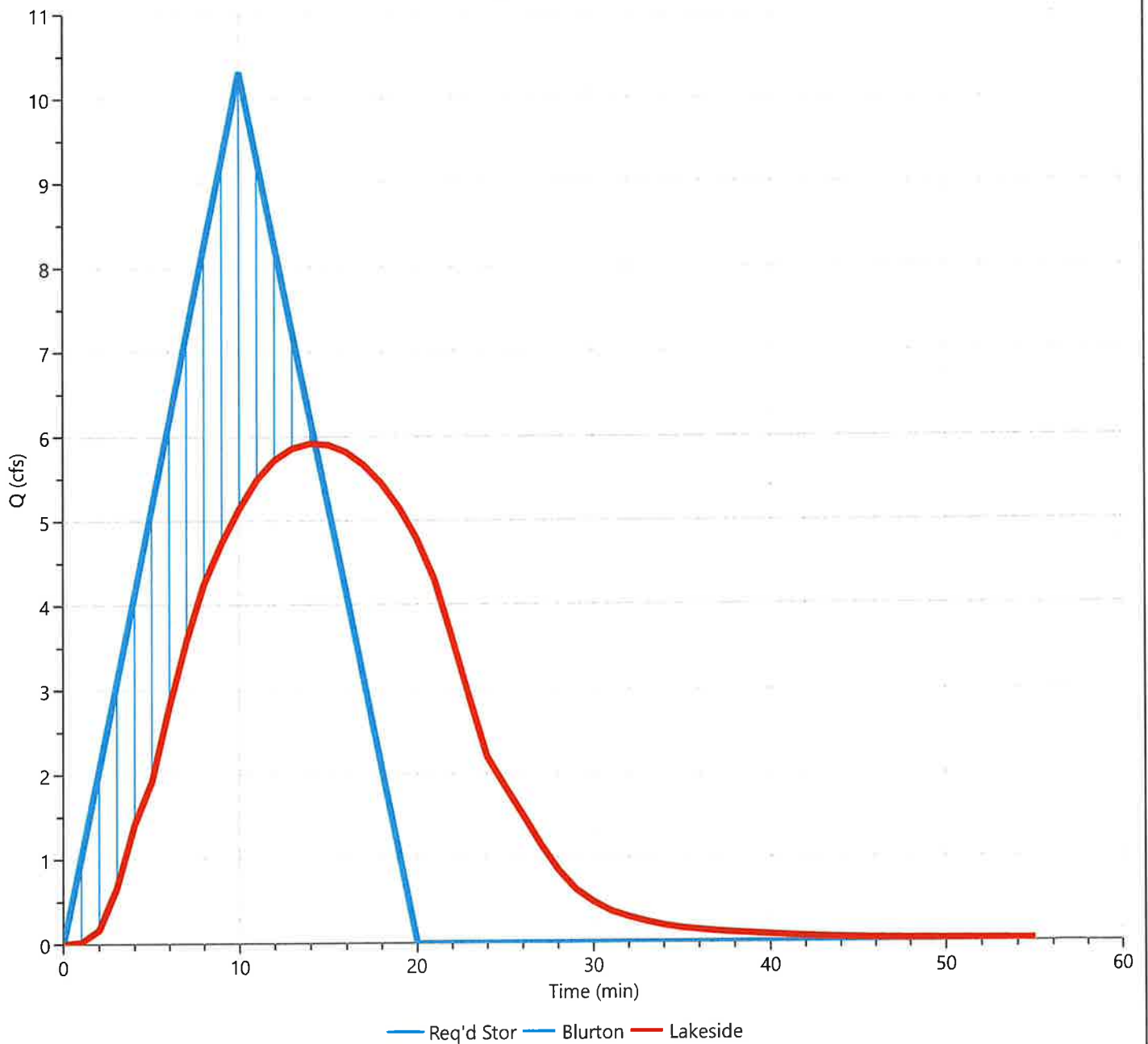
## Hyd. No. 3

|                   |               |                   |              |
|-------------------|---------------|-------------------|--------------|
| Hydrograph Type   | = Pond Route  | Peak Flow         | = 5.912 cfs  |
| Storm Frequency   | = 100-yr      | Time to Peak      | = 0.23 hrs   |
| Time Interval     | = 1 min       | Hydrograph Volume | = 6,190 cuft |
| Inflow Hydrograph | = 2 - Blurton | Max. Elevation    | = 254.95 ft  |
| Pond Name         | = Blurton     | Max. Storage      | = 2,392 cuft |

Pond Routing by Storage Indication Method

Center of mass detention time = 5 min

**Qp = 5.91 cfs**





**CITY OF GLUCKSTADT**

MISSISSIPPI

PLANNING AND ZONING ADMINISTRATOR

July 10, 2023

Danial Woolridge  
464 Church Road Suite 100  
Madison, MS 39110

RE: Blurton Holdings Building

Dear Daniel,

We have reviewed your site plan where you indicate that the drainage for the referenced site will utilize area, in place of on-site retention. As a requirement for obtaining a building permit you will have to demonstrate that the exiting retention pond has the capacity to retain storm water run-off based on the 100-year flood event for this site post construction. We also inspected the site and have determined the following deficiencies that must be corrected prior to issuing a building permit:

1. Clean out the discharge pipe at the retention pond.
2. Clean out silt to the original depth of the pond.
3. Clean out the discharge ditch to Highway 51 to facilitate drainage.
4. Provide documentation as to who will maintain the retention pond now and in the future.

Please let me know if you have any questions regarding these requirements. Also, this will have no impact on site plan approval, however you must complete the above requirement prior to the City issuing a building permit.

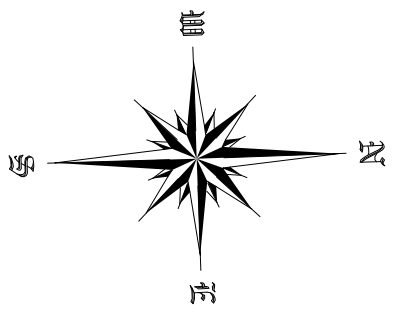
Sincerely,

John M. McCollum  
Planning and Zoning Administrator, City of Gluckstadt

Distribution:

William Hall, Building Official  
Clark Blurton, Owner





Bearing referenced to Grid North.

# PLAT OF SURVEY for JOSEPH PRESLEY

PROPERTY LOCATED IN THE NE 1/4 OF SECTION 22,  
T8N, R2E, MADISON COUNTY, MISSISSIPPI

Class "A" survey in accordance with the minimum standards for land surveying in the State of Mississippi.

Date of field survey: December 28, 2021

Party Chief: Nick Hyman, Colin Baird

Vertical Elevations referenced to NAVD88

Basis of Bearing: Reference to SPC - MS West (Grid North)

Subsurface and environmental conditions were not examined or considered as a part of this survey.

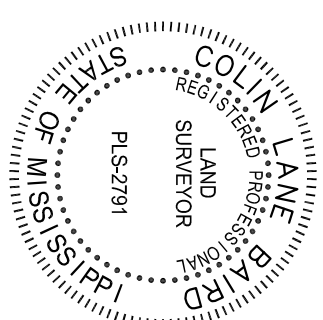
Underground utilities are based on physical evidence, maps provided by utility companies, and utilities locate service provided. Some utilities shown on this plat may be approximate only. Should call MS One-Call before any digging.

### NOTES:

- 1) PROPERTY IS ZONED C-2 (HIGHWAY COMMERCIAL DISTRICT), PER MADISON COUNTY ZONING ORDINANCE.
- 2) SETBACKS:  
FRONT - 35 feet from a street right-of-way line.  
SIDE - NONE.  
REAR - NONE.
- 3) SUBJECT PROPERTY IS LOCATED IN ZONE "X" AND "AE" AS DETERMINED BY FRM NO. 28089 C 415F, MADISON COUNTY, REVISION DATE - MARCH 17, 2010. BFE: 288.0'

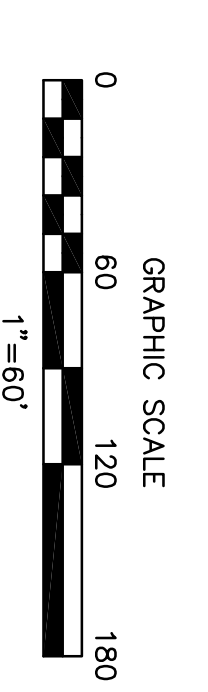
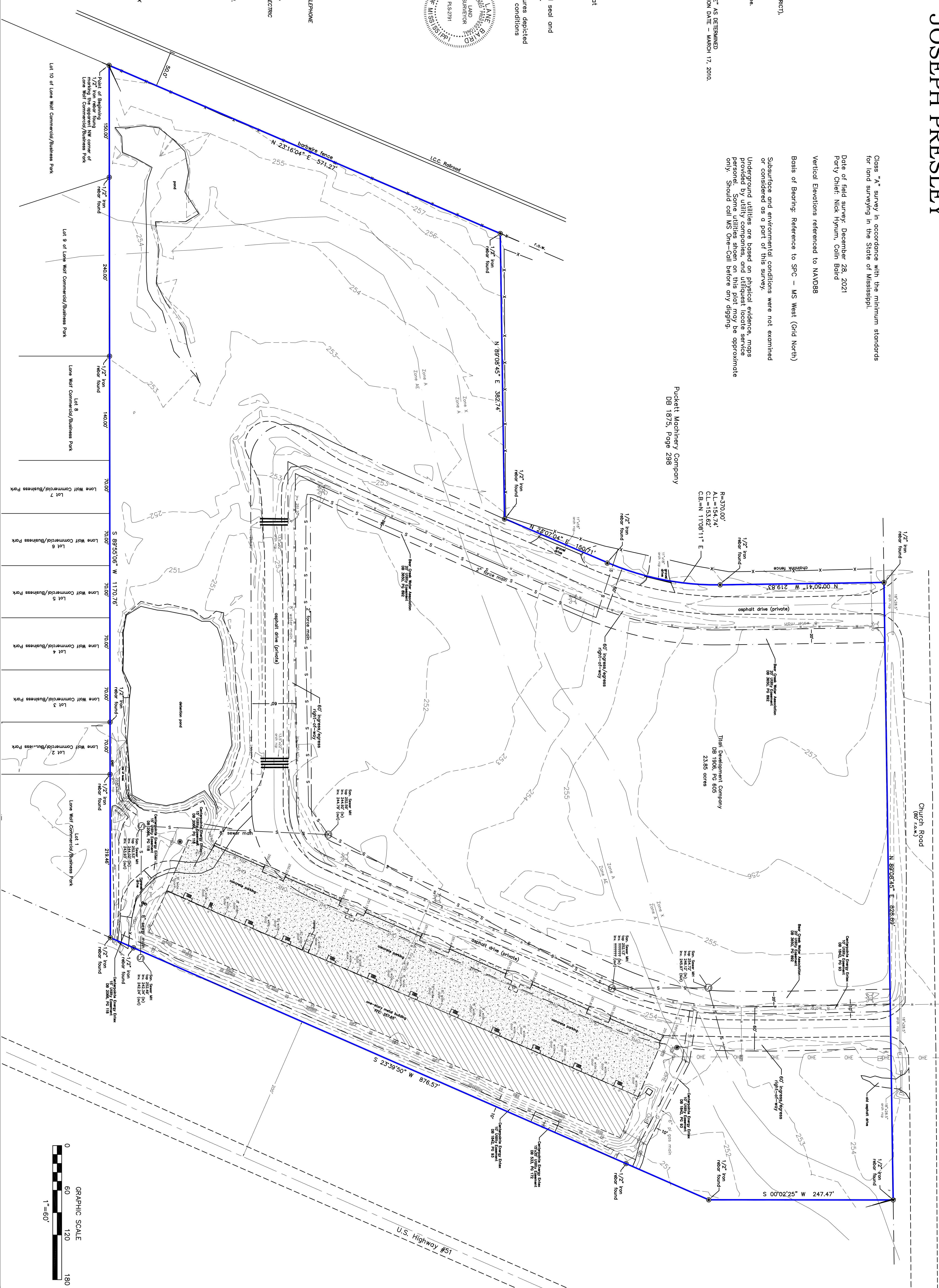
This Boundary survey was performed and this plat was prepared by Baird Engineering, Inc., 506 Jefferson Street, Clinton, MS 39056 Phone: (601) 925-5015

This survey is considered void only when original seal and signature of surveyor of record is affixed hereto.  
I, Colin L. Baird, do hereby certify that the features depicted on this plat are a correct representation of the conditions as they existed on December 28, 2021.



### LEGEND

- TELECOMMUNICATIONS M.H.
- 1/2" IRON REBAR FOUND
- (18" long) 1/2" IRON REBAR FOUND
- WATER FAUCET
- UTILITY POLE
- GAS VALVE
- WATER VALVE
- FINE HYDRANT
- TELEPHONE MANHOLE
- TELEPHONE PEDestal
- SIGNAL BOX
- SIGN
- CONC. CURB & GUTTER
- STORM INLET
- SANI. SINKER MANHOLE
- CURB INLET
- TREE
- TREE GRAVE
- CABLE BOX (UNDERGROUND)
- SAN. SINKER
- GAS LINE
- UNDERGROUND TELEPHONE
- FENCE LINE
- CONTOURS
- OVERHEAD POWER
- UNDERGROUND ELECTRIC
- METER BOX
- LIGHT POLE
- STORM DRAIN M.H.
- WATER MAIN
- WATER METER
- A/C UNIT
- SEWER CLEANOUT
- POWER METER
- GAS METER
- CONCRETE
- ASPHALT
- FIBER OPTIC BOX
- ELECTRIC BOX (UNDERGROUND)





**SITE PLAN NOTES**

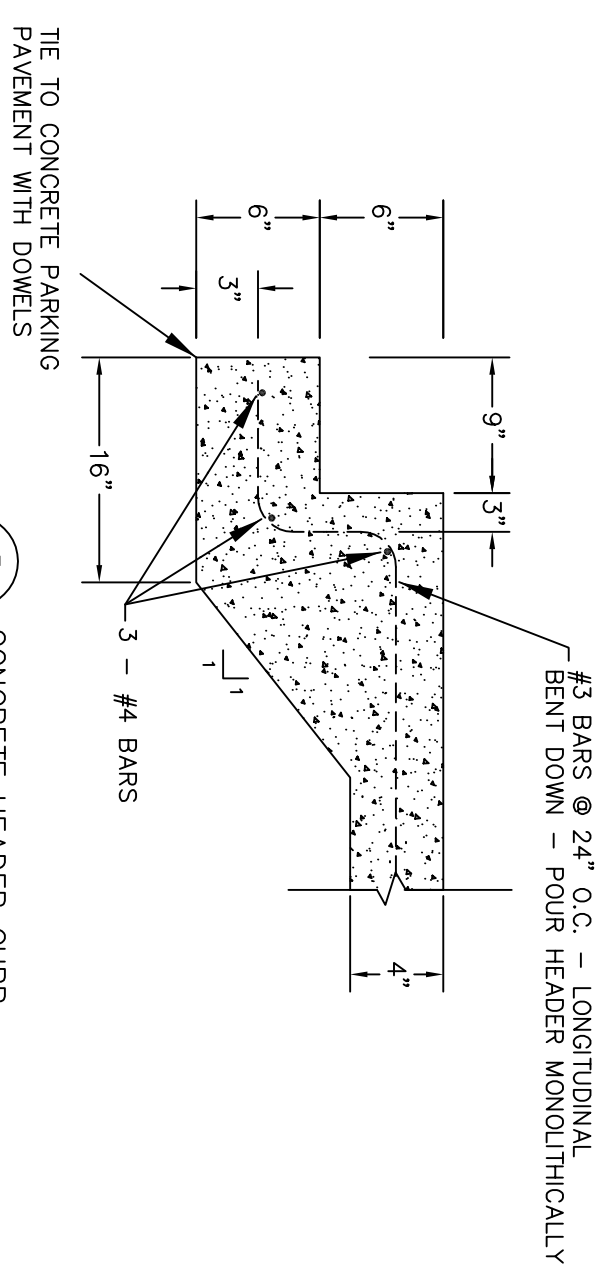
- GENERAL**
1. TOPOGRAPHIC SURVEY PREPARED BY BAIRD ENGINEERING, INC. DATED 08-15-2021.
  2. CONTRACTOR TO NOTIFY ALL UNDERGROUND UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION AND TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS IN ACCORDANCE WITH OSHA, FEDERAL, STATE AND LOCAL CODES.
  3. CONTRACTOR TO COMPLY WITH ALL EROSION CONTROL STANDARDS AS SPECIFIED BY CITY, COUNTY AND STATE OFFICIALS.
  4. ALL EXISTING UTILITIES SHALL BE MAINTAINED THROUGHOUT THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORMWATER FACILITIES DURING CONSTRUCTION. UPON COMPLETION OF PROJECT, THIS SHALL BECOME THE RESPONSIBILITY OF THE OWNER. THE OWNER SHALL INSPECT ALL STORM FACILITIES TO VERIFY PROPER OPERATION.
  5. ALL DISTURBED GRASSED AREAS SHALL BE SOLO SOLO UNLESS NOTED OTHERWISE.
  6. THE CONTRACTOR SHALL CONTACT CITY ENGINEERING AND RIGHT-OF-WAY DEPARTMENTS AT LEAST THREE (3) DAYS PRIOR TO PERFORMING ANY CONSTRUCTION.
  7. THE CONTRACTOR SHALL CONTACT CITY ENGINEERING AND RIGHT-OF-WAY DEPARTMENTS AT LEAST THREE (3) DAYS PRIOR TO PERFORMING ANY CONSTRUCTION.
  8. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS IN ACCORDANCE WITH MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY.
  9. CONSTRUCTION PHASE DUST CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. WATER SITE AS NEEDED, OR AS DIRECTED BY ENGINEER.
  10. ANY AND ALL DESIGN EROSION, PERMIT FEES AND APPLICATION PERTAINING TO ANY AND ALL WORK ZONE TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
  11. CONTRACTOR SHALL UNCOVER AND VERIFY THE DEPTH OF ALL UTILITY TEAM POINTS ENCOUNTERED DIFFERENT FROM DRAWINGS. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY AND ADJUSTMENTS SHALL BE DETERMINED.

12. BACKFILL ALL EXCAVATED AREAS WHERE UTILITIES ARE REMOVED WITH SAND/CLAY.
13. ANY EXISTING UTILITIES TO BE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND DISPOSED OF OFF-SITE IN A LEGAL MANNER.
14. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS AND LICENSES.
15. SITE CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT AT ALL ADJACENT AREAS.
16. SEE LANDSCAPE DETAIL FOR ALL LANDSCAPE AND LANDSCAPE DETAILS.
17. ALL DIMENSIONS SHOWN ON THIS SHEET ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
18. PARKING PROVIDED IN THIS PROJECT:
  - 1. ADA COMPLIANT PARKING SPACES
  - 2. STANDARD PARKING SPACES PROVIDED
19. DETECTABLE WARNING SURFACE TO MEET ADAAG 4.29.2 (TRUCKAID DOME PANEL).

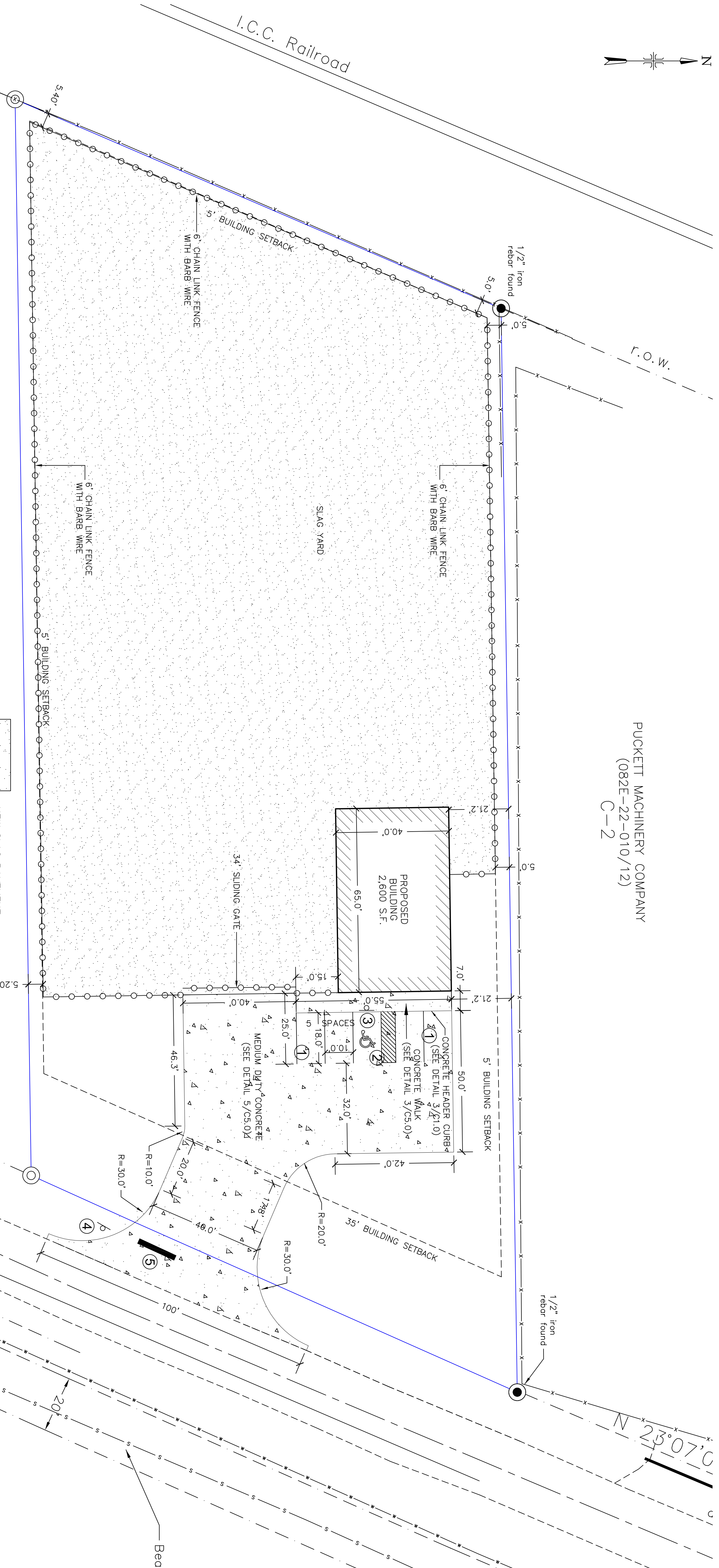
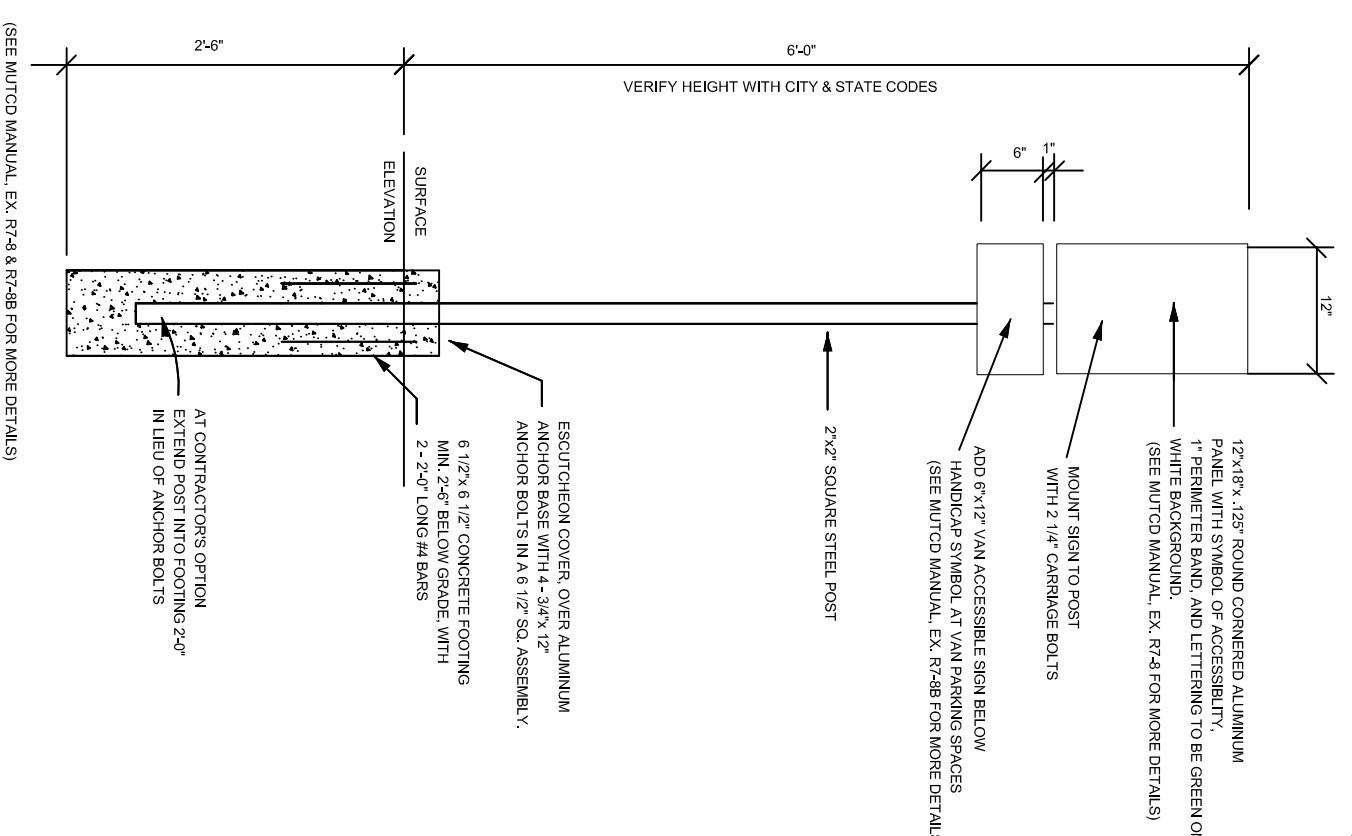
**PARKING FEATURES LEGEND**

- ① TRAFFIC STRIPE (PARKING)
- ② TRAFFIC STRIPE (HANDICAP)
- ③ HANDICAP PARKING SIGN (7'-8'-DETAIL 1/C1.0)
- ④ STOP SIGN (DETAIL 2/C1.0)
- ⑤ 24" LEGEND

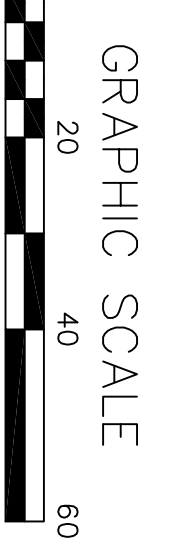
- 4" CONTINUOUS WHITE
- 4" CONTINUOUS BLUE
- SEE MUTCD MANUAL FOR SPECIFICATIONS.
- SEE MUTCD MANUAL FOR SPECIFICATIONS.
- WHITE



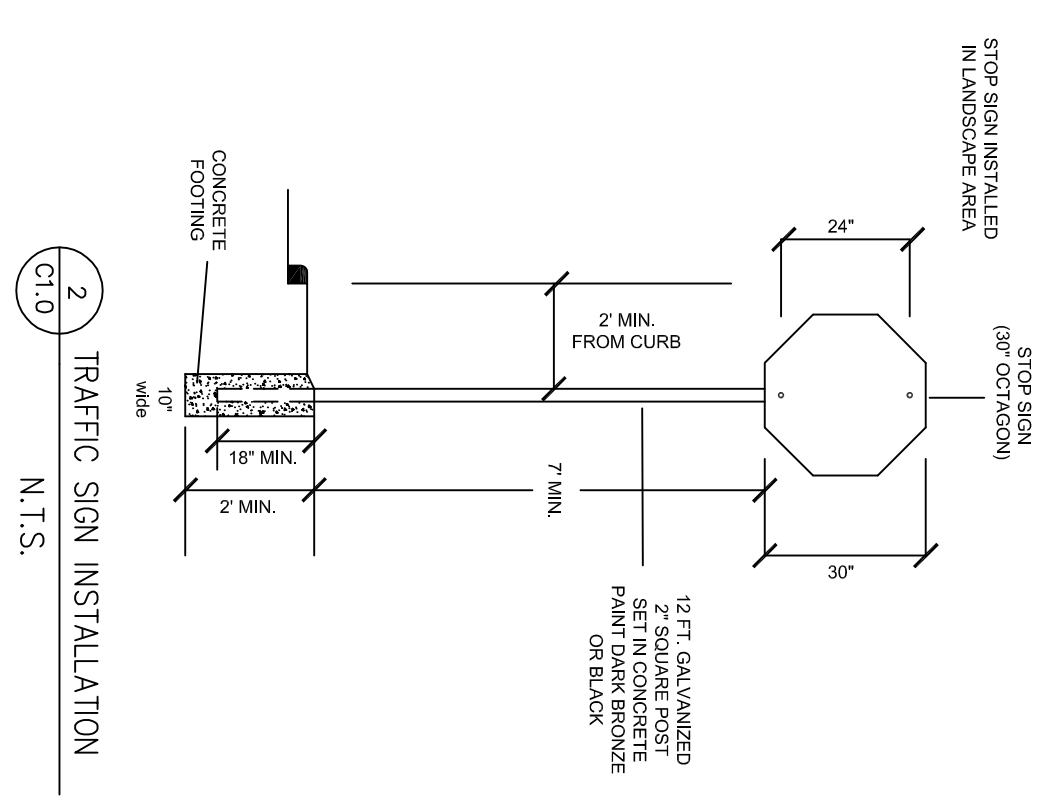
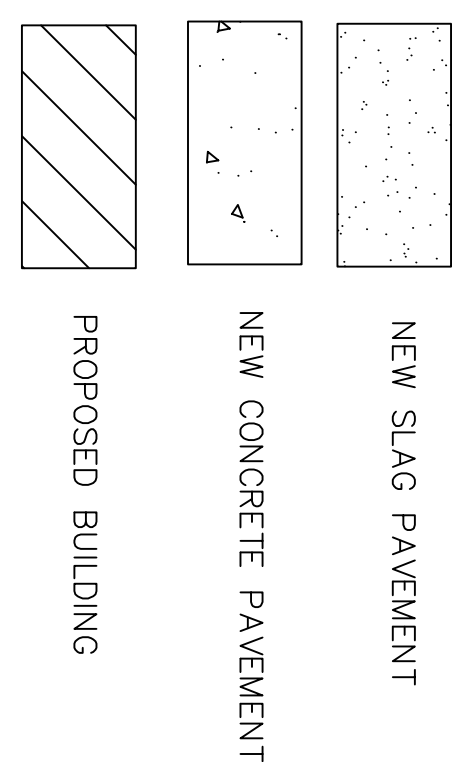
CONCRETE SHALL HAVE A THICKNESS OF (28) INCHES  
CONCRETE COMPRESSIVE STRENGTH 5000 PSI.



PUCKETT MACHINERY COMPANY  
(082E-22-010/12)  
C-2



PHOENIX DEVELOPMENT CO., LLC  
(082E-22-010/06)  
C-2



**LEGEND**

- PROPOSED CONCRETE CURB (DETAIL 3 & 4/C2.0)
- HANDICAP PARKING
- PROPERTY LINE

| No. | Revisions: | By: | Date: |
|-----|------------|-----|-------|
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BAIRD ENGINEERING, Inc.  
506 Jefferson Street, Clinton, MS 39056  
Phone: (601) 925 - 5015

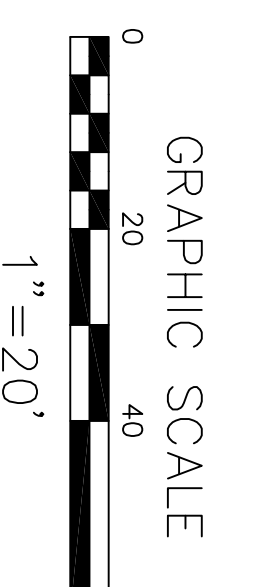
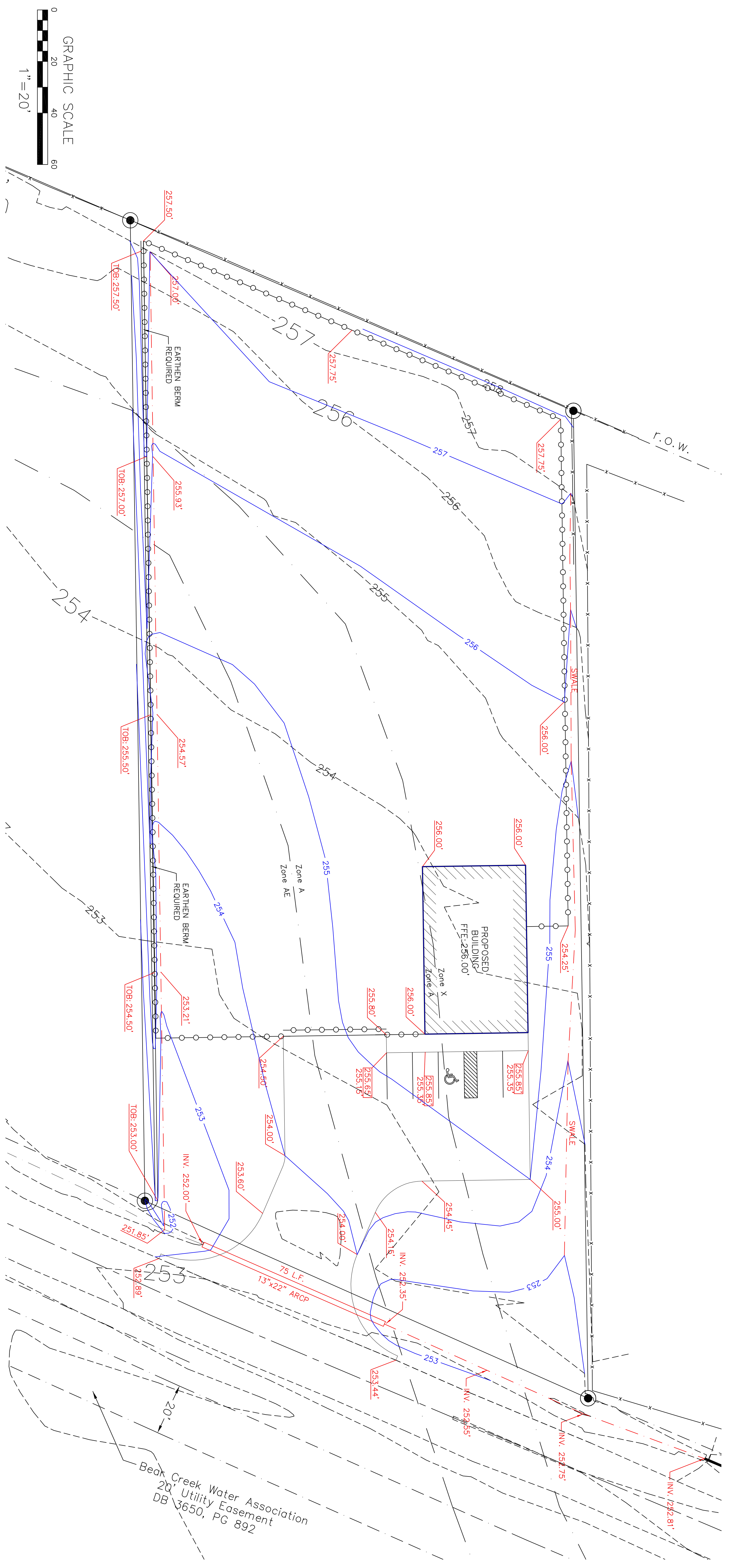
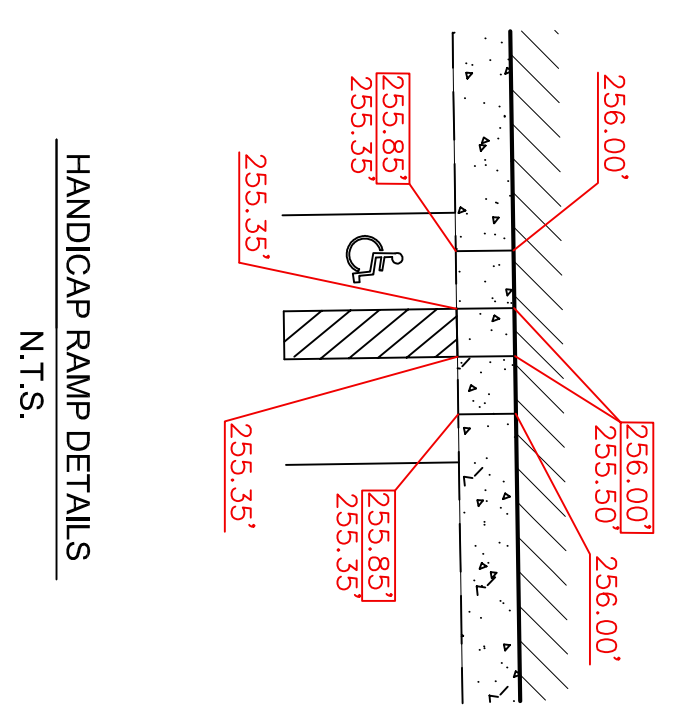
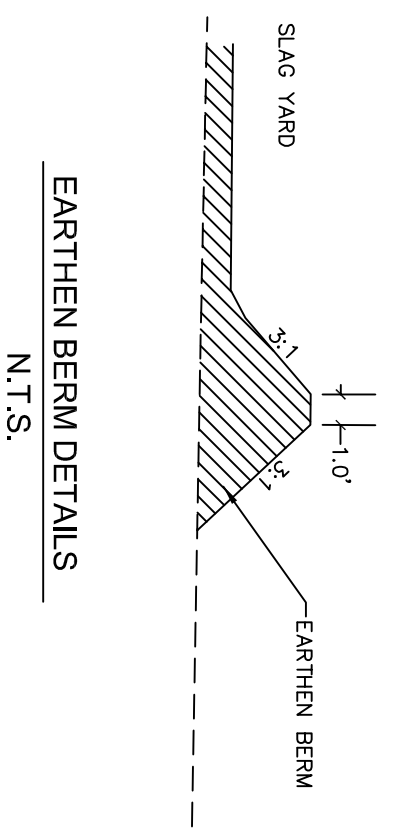
Project No.: # 4782(3997)  
Date: 06/28/2023  
Scale: 1" = 20'  
Drawn By: CLB  
Reviewed By: CLB

SITE PLAN  
BLURTON HOLDINGS  
Gluckstadt, Mississippi

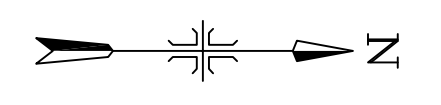
C 1.0



1. **GENERAL**  
THE CONTRACTOR SHALL REMOVE ALL INFRASTRUCTURE AND VEGETATION FROM THE AREA TO BE EXCAVATED, FILLED, OR GRADED.  
ALL IMPROVEMENTS AND ADDITIONS TO THE WATER AND SANITARY SEWER SYSTEMS SHALL BE INSTALLED IN COMPLIANCE WITH THE CITY OF CLINTON STANDARDS.  
TOPOGRAPHIC SURVEY INFORMATION TAKEN FROM A SURVEY PREPARED BY BAIRD ENGINEERING, INC.
2. **CLEARING**  
PRIOR TO CUT AND REPLACEMENT OF FILL ON SITE, APPROXIMATELY 6 INCHES OF TOPSOIL SHOULD BE REMOVED WHERE ENCOUNTERED.  
REMOVE BRUSH, ROOTS, LARGE GRASS, ROCKS, AND WEEDS BEFORE STRIPPING.  
REMOVE TOPSOIL TO A MINIMUM DEPTH OF 6 INCHES IN ALL AREAS INDICATED ON THE PLANS TO BE UNDER BUILDINGS, DRIVES, PARKING, SIDEWALKS, AND OTHER PAVING.  
STORE TOPSOIL APPROVED FOR FILL IN GENERAL LANDSCAPE AREAS AT DESIGNATED LOCATIONS ON SITE.
3. **GRUBBING**  
REMOVE ASPHALT, CONCRETE CURBS, LIGHTING POLES AND FOUNDATIONS, TRASH, STUMPS, OLD LUMBER, STRUCTURES, ETC. EITHER ABOVE, ON THE NEW SURFACE, OR BELOW THE GROUND WHICH MAY INTERFERE WITH THE NEW CONSTRUCTION.
4. **CLEANUP**  
UPON COMPLETION OF WORK OF THIS SECTION, REMOVE FROM PREMISES, AND DISPOSE OF ALL RELATED DEBRIS, IMPLEMENT EROSION CONTROL PLAN.
5. **SITE GRADING**  
PROFILING WITH A LOADED TRUCK OR SCRAPER SHOULD BE PERFORMED TO LOCATE POTENTIAL SOFT SPOTS IN THE SUBGRADE AND/OR NATURAL GROUND BEFORE ANY FILL IS PLACED. SOFT SPOTS SHOULD BE REMOVED AND REPLACED WITH COMPACTED STABLE SANDY CLAY (CL). THE TOP 8 INCHES OF NATURAL GROUND SHOULD BE SCARIFIED AND COMPACTED TO 98% AASH (95% PROX) TO FILL PLACEMENT.  
CUT OR FILL AND MACHINE GRADE SITE AS SHOWN ON THE DRAWINGS TO DRAIN AS INDICATED. ALLOWING FOR THE THICKNESS OF PAVING SUBGRADE AND THE PAVING ITSELF. WHERE FILL IS REQUIRED, USE PER GEOTECHNICAL REPORT.  
ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT.  
ALL FILL MATERIALS DESCRIBED IN GEOTECHNICAL REPORT MUST BE REMOVED AND REPLACED WITH ACCEPTABLE FILL MATERIALS.
6. **FILLING AND BACKFILLING MATERIALS**  
IMPORTED FILL MATERIAL WILL HAVE PROPERTIES TO ALLOW COMPACTION BY ROLLING AND TAMING TO A DENSITY EQUAL TO 8% OF MAXIMUM DENSITY WITH 4% OF OPTIMUM MOISTURE. MATERIALS SHALL BE TESTED TO DETERMINE MOISTURE DENSITY RELATIONSHIP OF SOILS. IF EXCAVATED MATERIAL IS UNSUITABLE FOR COMPACTION AS DETERMINED BY THE SOILS TESTING LABORATORY, FURNISH SUITABLE BORROW WHICH CAN BE COMPACTED FROM AN OFF-SITE SOURCE. ALL FILL AND BACKFILL MATERIALS SHALL BE OF LOW EXPANSIVITY, UNIFORM IN GRADE, FREE FROM ORGANIC MATERIALS, AND SHALL BE COMPACTED TO A MINIMUM OF 95% AASH (90% PROX) AND A PLASTICITY INDEX BETWEEN 10 AND 20.
7. **DETENTION POND**  
THERE IS AN EXISTING DETENTION POND LOCATED SOUTHEAST OF THIS PROJECT (AS SHOWN ON THE TOPOGRAPHIC SURVEY). THIS DETENTION POND WAS DESIGNED TO INCLUDE THE POST CONSTRUCTION RUNOFF FOR THE SUBJECT PROPERTY.



Beak Creek Water Association  
20' Utility Easement  
DB 3650, PG 892



| No. | Revisions: | By: | Date: |
|-----|------------|-----|-------|
|     |            |     |       |
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PURSUANT TO ADOPTED STORM WATER MANAGEMENT PLANS FOR NON-RESIDENTIAL USERS, THE FOLLOWING INFORMATION IS PROVIDED:

- SIGNIFICANT MATERIALS TO BE PLACED ON PROPERTY INCLUDE FILL/CUT MATERIAL, CONCRETE, METAL OR IRON FOR THE BUILDING CURBENT AND PROPOSED LAND USE AS PER STATE FARM INSURANCE. THE ONLY EASIBLE THREAT OF STORM WATER POLLUTION WILL ARISE DURING CONSTRUCTION. THE THREAT WILL BE FROM UNCONTROLLED SEDIMENT RUNOFF. SEDIMENT RUNOFF CAN BE CONTROLLED BY FOLLOWING THE GUIDELINES AS SHOWN ON THE PRECEDING AND CURRENT EROSION CONTROL PLAN SHEETS.
- CUTFILL MATERIAL MAY BE STOCKPILED ON SITE DURING CONSTRUCTION. IF SO, A SILT FENCE MUST BE IN PLACE AROUND SAND STOCKPILES TO PREVENT EROSION AND SEDIMENTATION. EXCESS SAND STOCKPILES MUST BE COVERED WITH A SILT FENCE. SPILLAGE FROM FORMING WILL BE STOCKPILED AND REMOVED FROM SITE TO AN APPROVED RUBBISH OR LANDFILL SITE. THE SAME APPLIES FOR ALL METAL/IRON EXCESS FROM BUILDING CONSTRUCTION.
- ALL LITTER IS TO BE DISPOSED OF IN A CERTIFIED LAND FILL. LITTER IS TO BE TEMPORARILY STORED ON SITE UNTIL IT CAN BE HAULED TO A CERTIFIED LAND FILL OR REMOVED BY PROFESSIONAL WASTE MANAGEMENT SERVICES.
- ALL SIGNIFICANT MATERIALS REMAINING AFTER CONSTRUCTION WILL BE REMOVED FROM SITE AND DISPOSED OF IN AN APPROVED RUBBISH OR LANDFILL SITE.
- PESTICIDES OR HERBICIDES ARE NOT NECESSARY AND ARE, THEREFORE, NOT ALLOWED ON SITE. IF ANY ARE FOUND ON SITE, THEY WILL BE DISPOSED OF AS PER DEQ OR EPA REGULATIONS.
- NOTE THE LOCATION OF ALL SILT FENCES AND EROSION CONTROL MEASURES AS INDICATED ON PRECEDING EROSION CONTROL PLAN SHEETS. THE DETAILS OF SAND FENCES AND CONTROL MEASURES ARE SHOWN ON CURRENT SHEET.

**Maintenance Plan:**

Check all disturbed areas, erosion and sediment controls after each significant rainfall but not less than once per week. Make needed repairs within 24 hours. Remove sediment from basin, inlet protection devices and silt fences, when accumulated sediment reaches 65 percent capacity. Replace non-functional silt fence. Maintain all vegetated areas to provide proper ground cover, re-seed, fertilize, and mulch as needed.

**CONSTRUCTION SEQUENCE**

**Implementation BMP Sequence:**

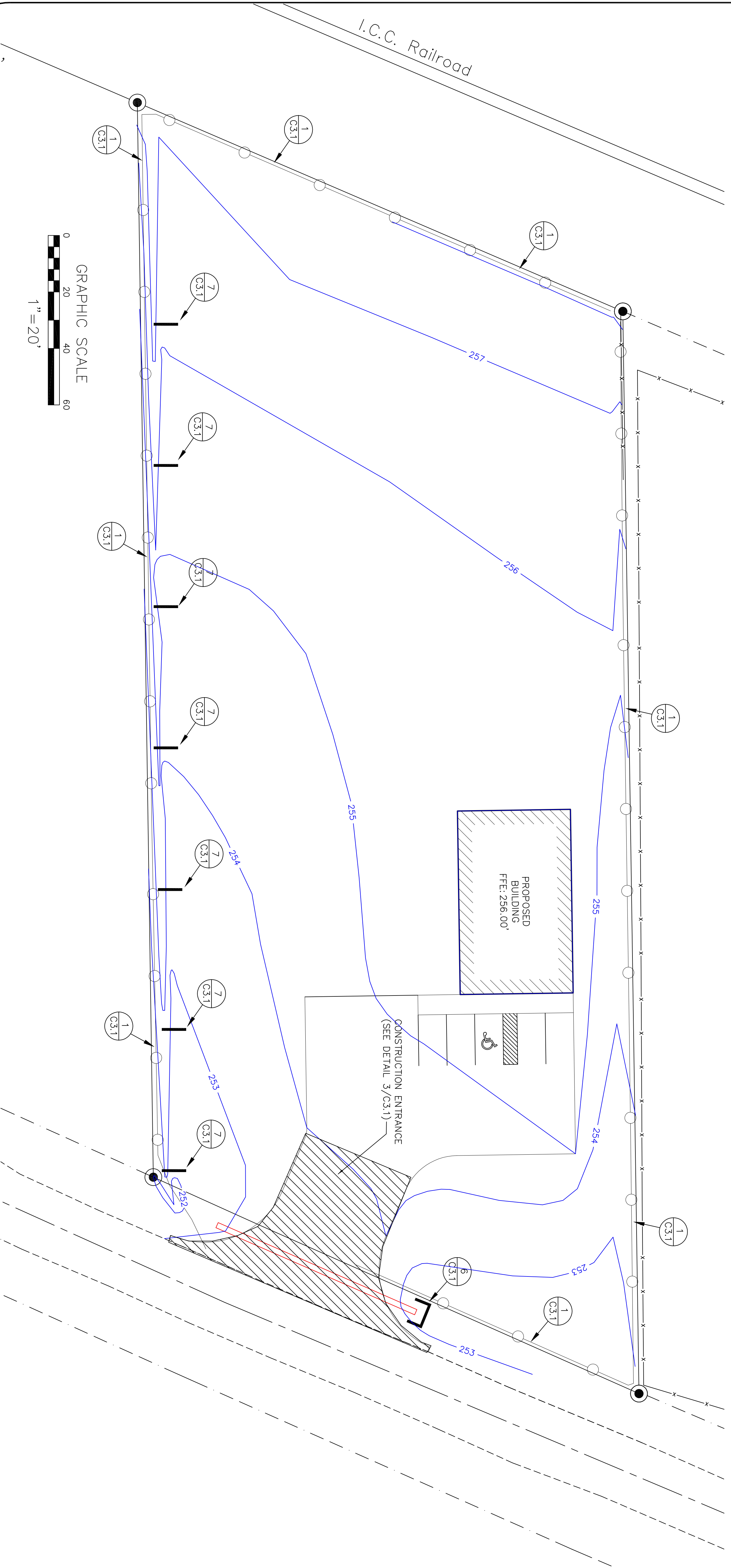
1. Build construction entrance/exit and equipment parking areas.
2. Install silt fences, wattle barriers and outlet protection.
3. Rough grade site and stockpile topsoil (with silt fence).
4. Construct ditches, swales and basins (as needed).
5. Construct parking areas and drives.
6. Perform temporary and permanent seeding and mulching.

**Vegetative Stabilization Measures**

1. Preserve existing vegetation at areas on site where no construction activity is planned.
2. Clearing and grubbing operations should be staged to preserve existing vegetation.
3. Soil and vegetative stabilization measures must be initiated whenever any clearing, grubbing, grubbing, excavating or other land disturbing activities have temporarily or permanently ceased on any portion of the site and will not resume for a period of fourteen (14) calendar days or more. The appropriate temporary or permanent vegetative practices shall be initiated immediately following completion of the activity.
4. Permanent vegetation is established or disturbed soil areas requiring temporary protection until an extended period of inactivity.
5. Hydroseeding may be used alone only when there is sufficient time in the season to ensure adequate vegetation establishment and erosion control. otherwise, hydroseeding must be used in conjunction with a soil binder or mulching (i.e. straw mulch).

**NOTES:**

1. SILT FENCE TO BE INSTALLED ALONG THE CONTOUR, NEVER UP OR DOWN ON SLOPE.
2. ENDS OF SILT FENCE SHOULD BE EXTENDED UPSLOPE TO PREVENT WATER FROM FLOWING AROUND THE ENDS OF THE FENCE.
3. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL. IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: TWIST METHOD OR HOOK METHOD AS SPECIFIED ON DETAIL.
4. PLACE WATTLES AROUND CURB INLETS DURING CONSTRUCTION.
5. PLACE CULVERT EROSION WATTLE PROTECTION AROUND OPEN CULVERTS DURING CONSTRUCTION. SHALL COMPLY WITH SECTION 4, PAGES 4-182 THRU 4-189 OF THE PLANNING & DESIGN MANUAL FOR THE CONTROL OF EROSION, SEDIMENT & STORMWATER.
6. MAINTAIN MIN. 10' VEGETATIVE BUFFER AROUND PERIMETER OF SITE WHERE PRACTICABLE.
7. ADDITIONAL SILT FENCE TO BE INSTALLED AS NEEDED TO PREVENT MIGRATION OF SEDIMENT FROM CONSTRUCTION AREAS.
8. SWPPP HOUSEKEEPING AREA TO BE MIN. 20'X40', LOCATE SANITARY FACILITIES, TRASH RECEPTACLES, EQUIPMENT MAINTENANCE RE-FUELING, AND CONCRETE WASH-OUT IN THIS AREA. ERECT SIGN AT AREA INDICATING, "SWPPP HOUSEKEEPING AREA".



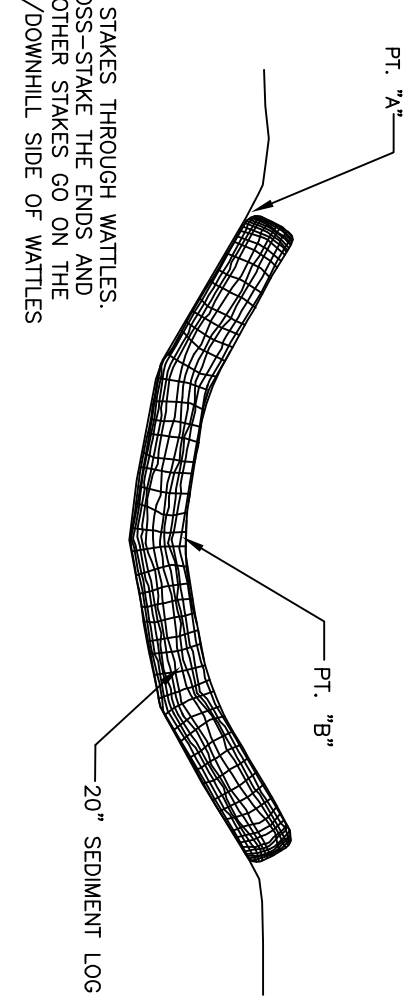
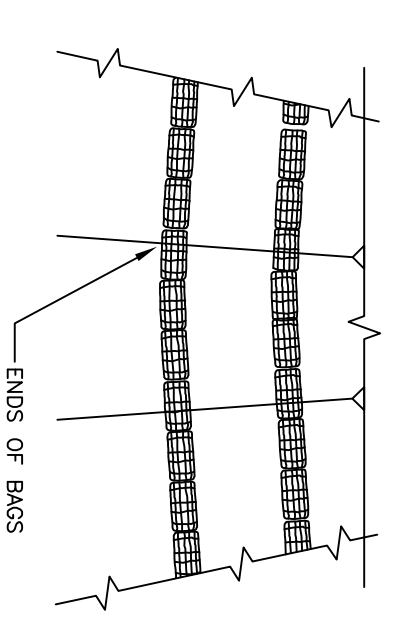
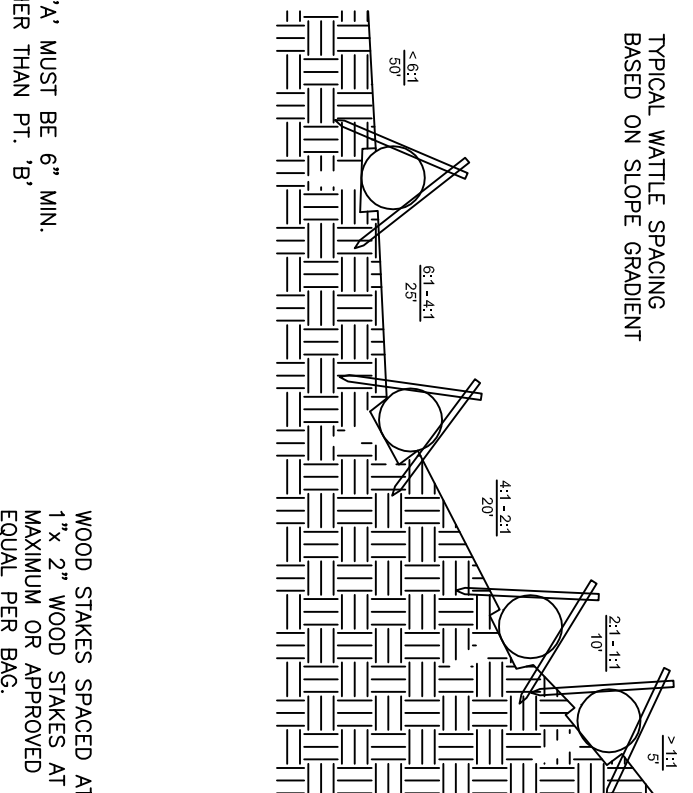
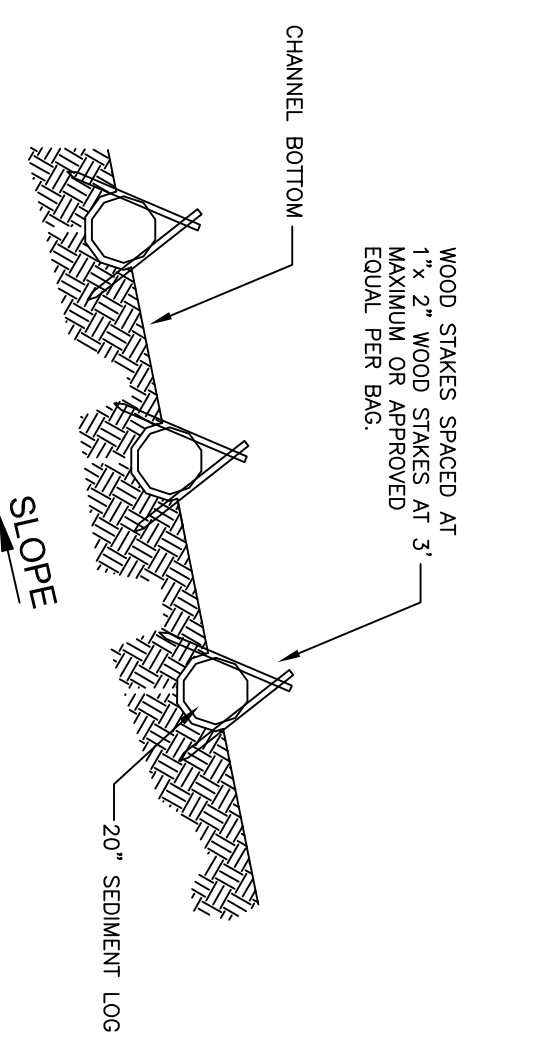
| No. | Revisions: | By: | Date: |
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BAIRD ENGINEERING, Inc.  
 506 Jefferson Street, Clinton, MS 39056  
 Phone: (601) 925 - 5015

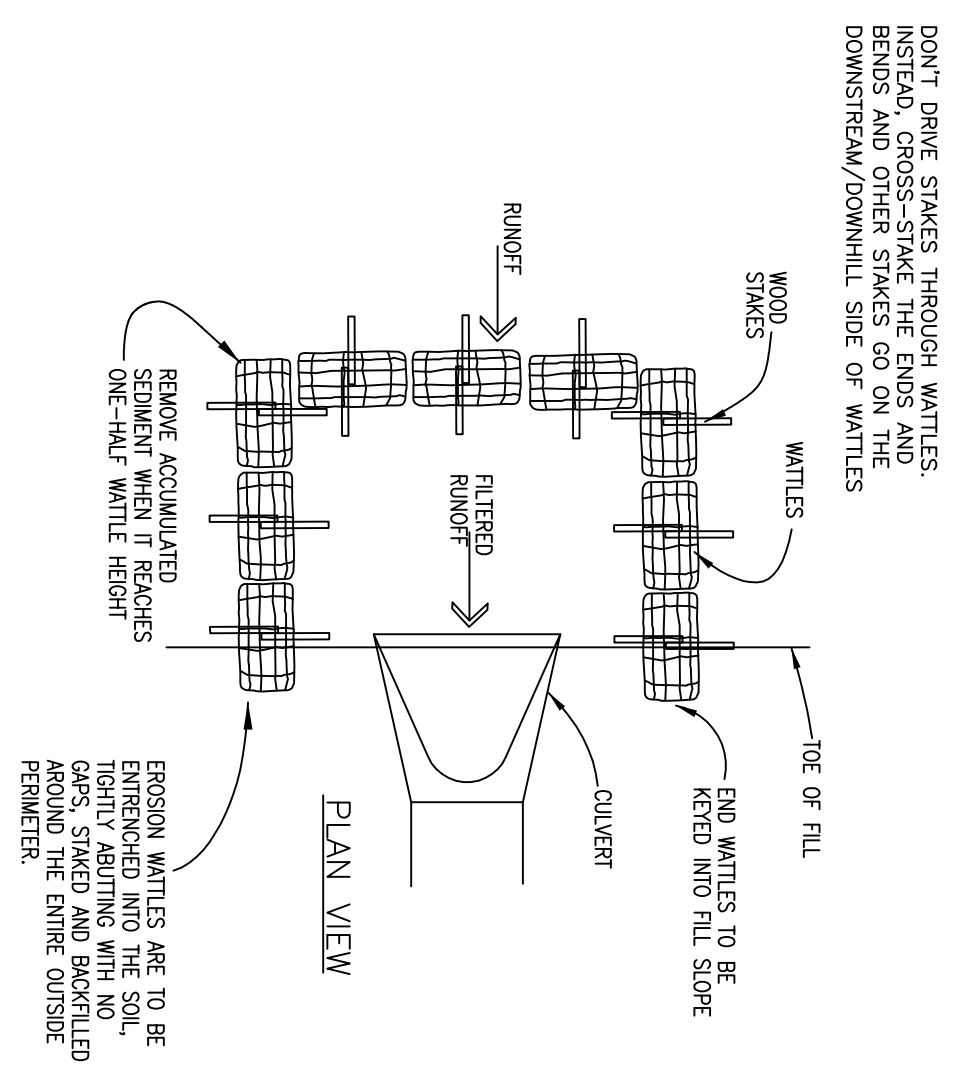
Project No.: # 1702(3997)  
 Date: 06/28/2023  
 Scale: 1" = 20'  
 Drawn By: OJA  
 Reviewed By: OJA

EROSION CONTROL PLAN  
 BLURTON HOLDINGS  
 Gluckstadt, Mississippi

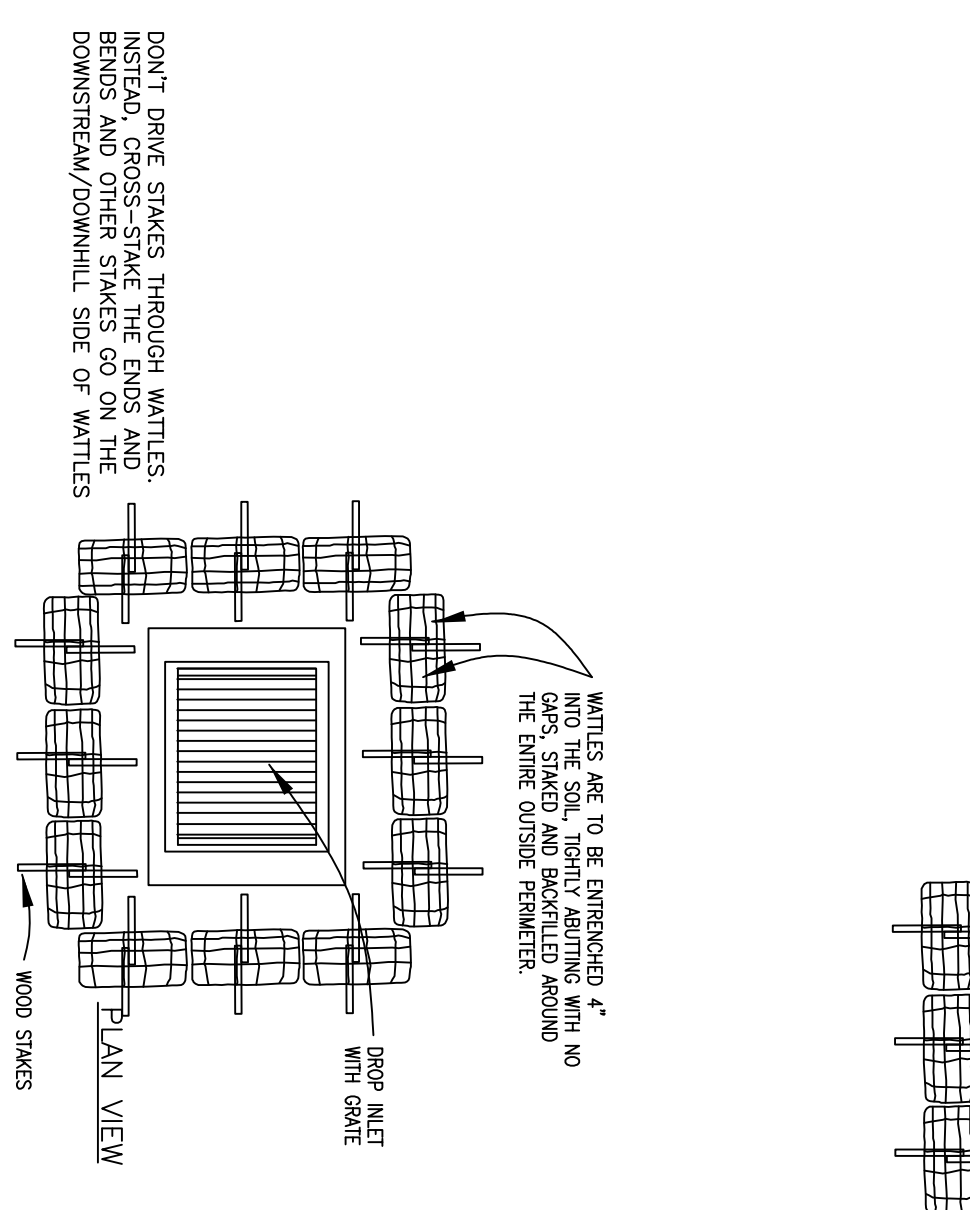
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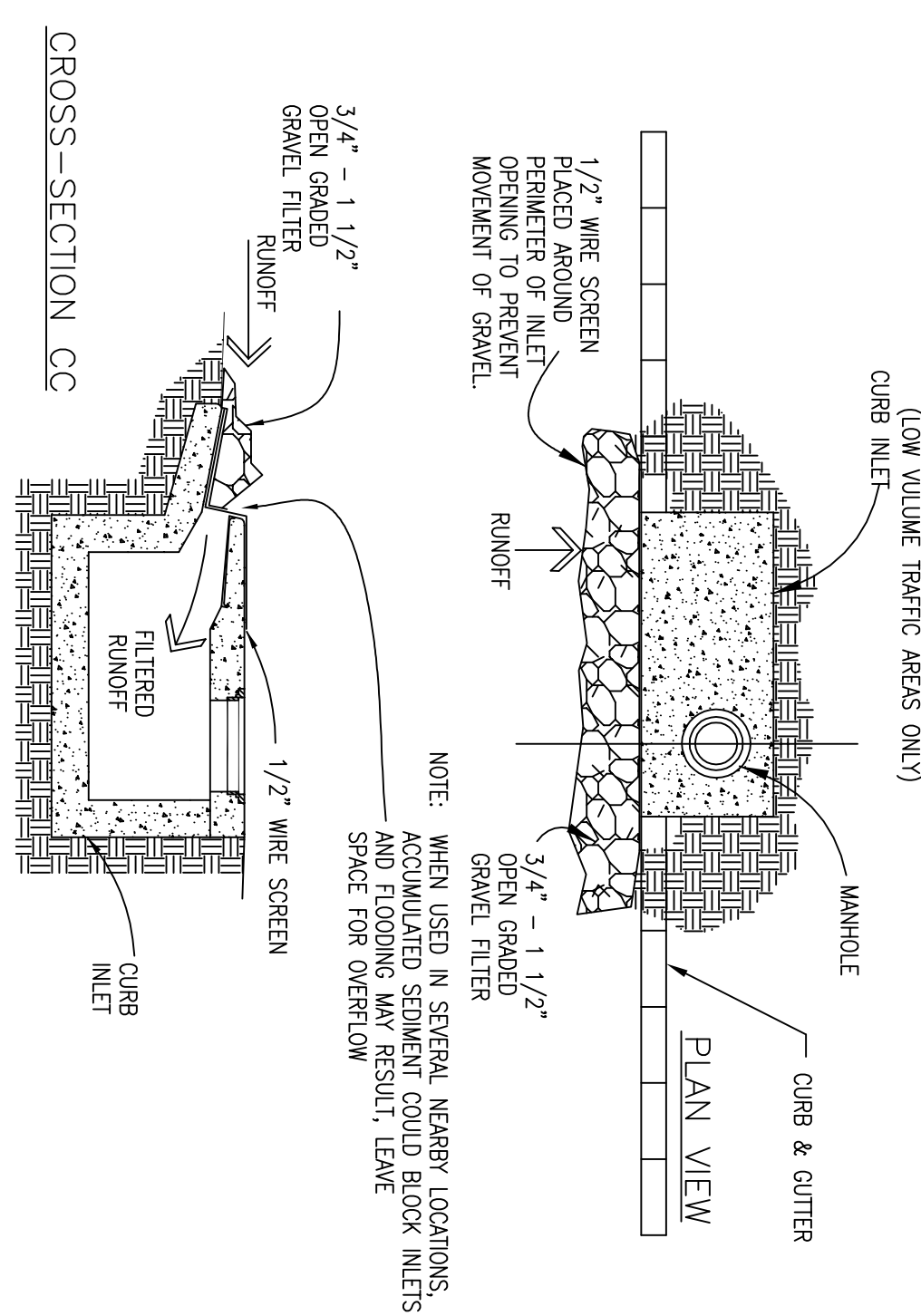
7 SEDIMENT LOG DITCH CHECK  
N.T.S.



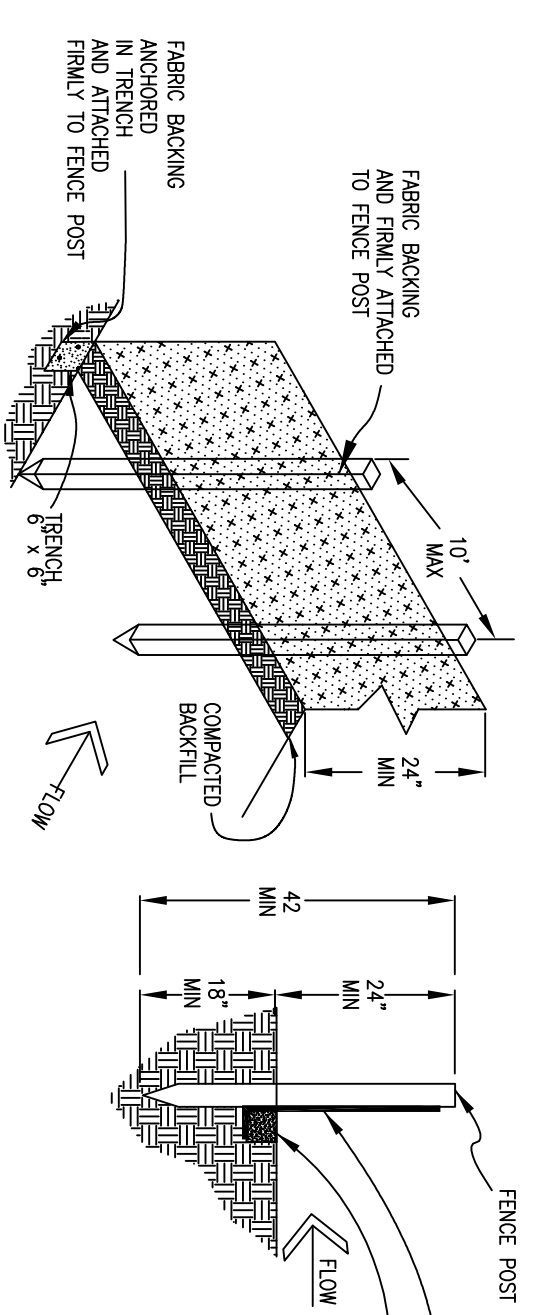
6 CULVERT EROSION BALE INLET PROTECTION  
N.T.S.



4 DROP INLET EROSION FILTER  
N.T.S.

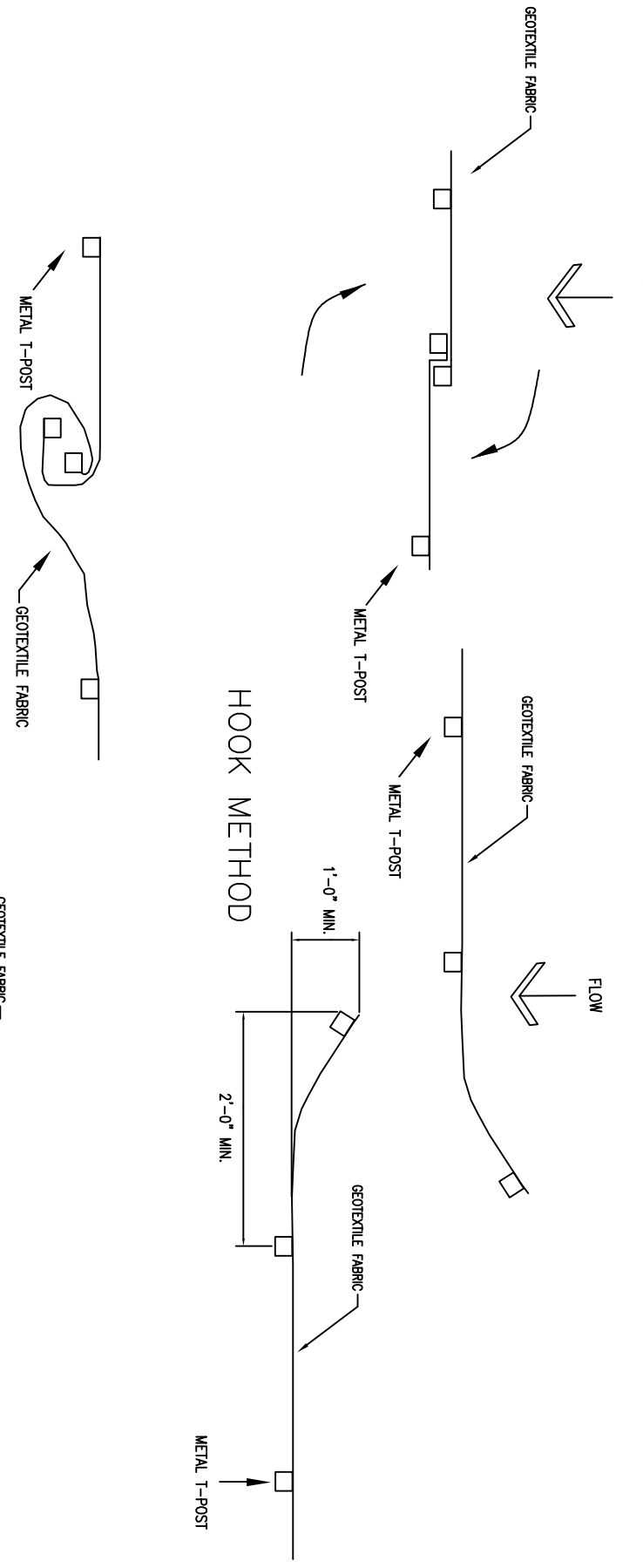


5 CURB INLET GRAVEL AND WIRE MESH FILTER TRAP  
N.T.S.

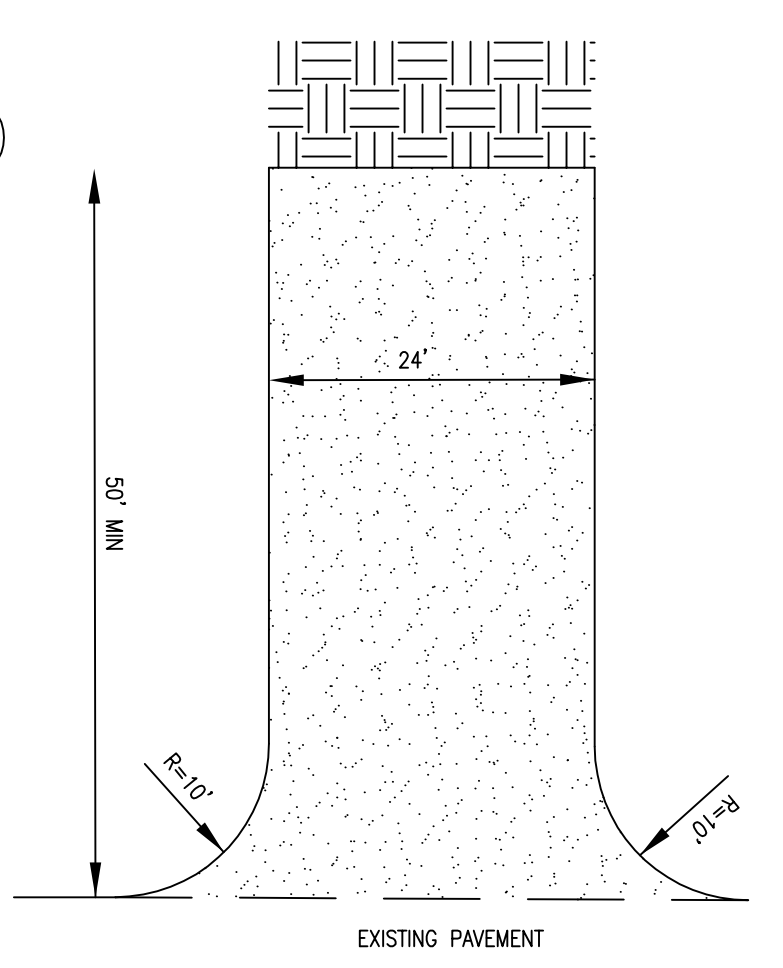


1 SILT FENCE DETAIL  
N.T.S.

- Construction Notes for Silt Fence:
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
  2. FILTER CLOTH TO BE FASTENED SECURELY TO SILT FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID-SECTION.
  3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6 INCHES AND FOLDED.
  4. LOCATE POSTS DOWNSLOPE OF FABRIC FOR FENCE SUPPORT.
  5. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
- POSTS: STEEL EITHER "1" OR "1/2" TYPE, OR WOODEN  
 POSTS: LOCATE MAXIMUM OF 6 FEET O.C.  
 FENCE: PER LOCAL REQUIREMENTS OR WOVEN WIRE, 14 GA. 6" MAX. MESH OPENING  
 FILER CLOTH: FILTER X, MIRAFL 100X, STABI-LINKA T140N OR APPROVED EQUAL
6. SILT FENCE SHALL BE PLACED SO THAT NO SEDIMENT WILL LEAVE THE SITE.
  7. SILT FENCE INDICATION ON THE PLANS AS —○—○—○—○—



2 JOINING TWO LENGTHS OF SILT FENCE  
N.T.S.



3 CONSTRUCTION ENTRANCE  
N.T.S.

- NOTES:
1. STONE SIZE - USE 1-1/2" TO 3" ROCK AND 1/2" TO 3/4" FILTER LAYER
  2. THICKNESS - NOT LESS THAN 6".
  3. FILTER CLOTH WILL BE PLACED OVER THE ENTIRE AREA BEFORE PLACING STONE. USE TYPE V GEOTEXTILE FABRIC.
  4. LENGTH - AS REQUIRED, BUT NOT LESS THAN 50 FEET.
  5. WIDTH - 30 FOOT MINIMUM
  6. THE ENTRANCE SHALL BE MAINTAINED WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.
  7. WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.

| No. | Revisions: | By: | Date: |
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BAIRD ENGINEERING, INC.  
 506 Jefferson Street, Clinton, MS 39056  
 Phone: (601) 925 - 5015

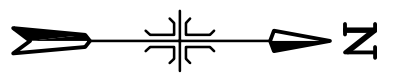
Project No.: # 4782(3997)  
 Date: 06/28/2023  
 Scale: N.T.S.  
 Designed By: CLB  
 Reviewed By: CLB

EROSION CONTROL DETAILS  
 BLURTON HOLDINGS  
 Gluckstadt, Mississippi

C 3.1

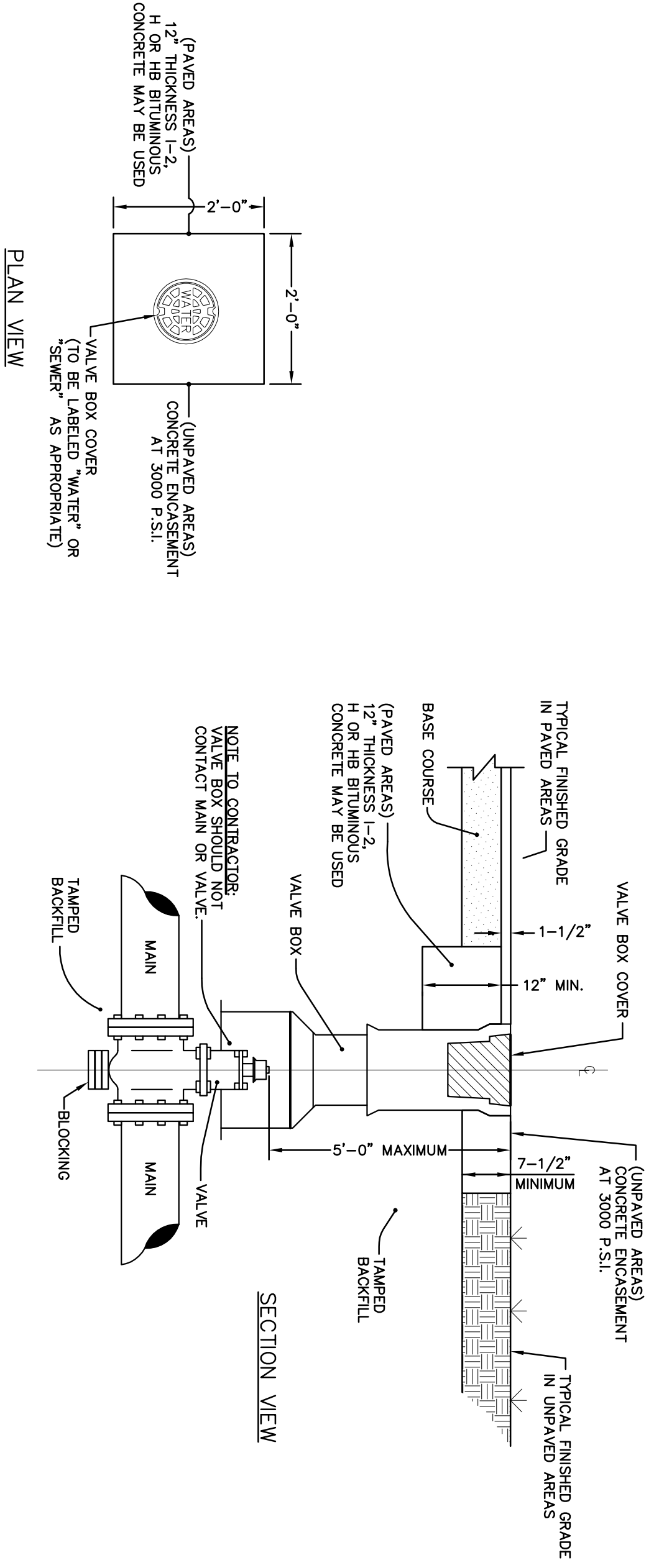


**UTILITIES NOTES**



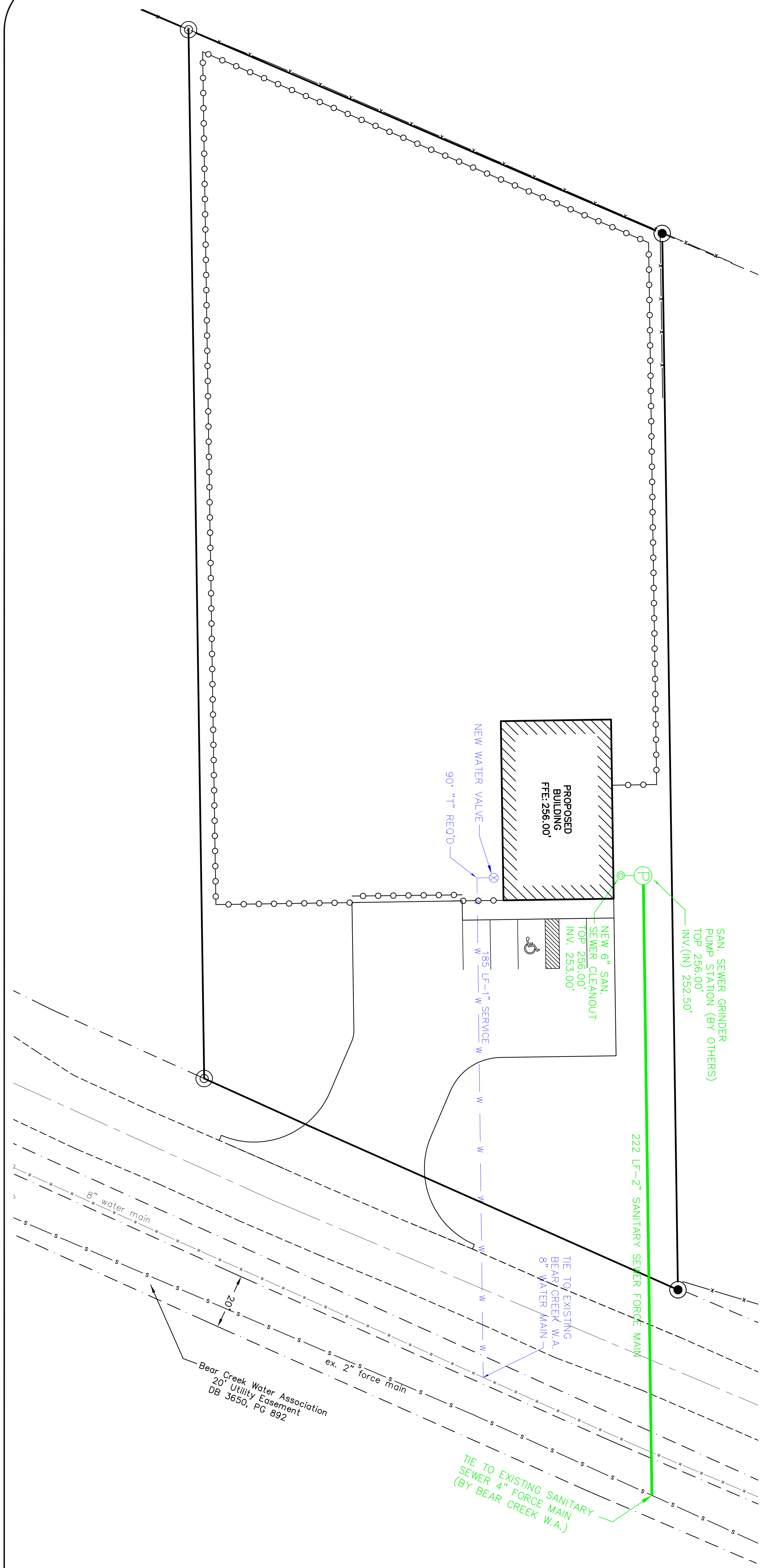
1. **GENERAL**  
 THE SITE CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH THE MOST CURRENT DATA PROVIDED BY THE OWNER.  
 ALL WATER AND SANITARY SEWER SERVICES TO BE INSTALLED TO WITHIN 5 FEET OF BUILDING LINE, SINCE WATER AND SEWERS PRIVATELY OWNED AND MAINTAINED ON SITE. ALL SERVICES AND MAINTENANCE WILL BE TO STATE REGULATORY STANDARDS.  
 THE SITE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF ALL EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE SITE CONTRACTOR MUST TAKE CARE TO PROTECT ALL UTILITIES AND TO MAINTAIN OR OVERSEE THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING IN NON-INVASIVE AND NON-DESTRUCTIVE MEANS IF POSSIBLE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS AS SHOWN ON THE PLANS.  
 SEE ARCHITECTURAL SHEETS FOR BUILDING CONNECTIONS.  
 ELECTRICAL SERVICE TO BE COORDINATED WITH ENERGY.  
 GAS SERVICE TO BE COORDINATED WITH ATMOS.

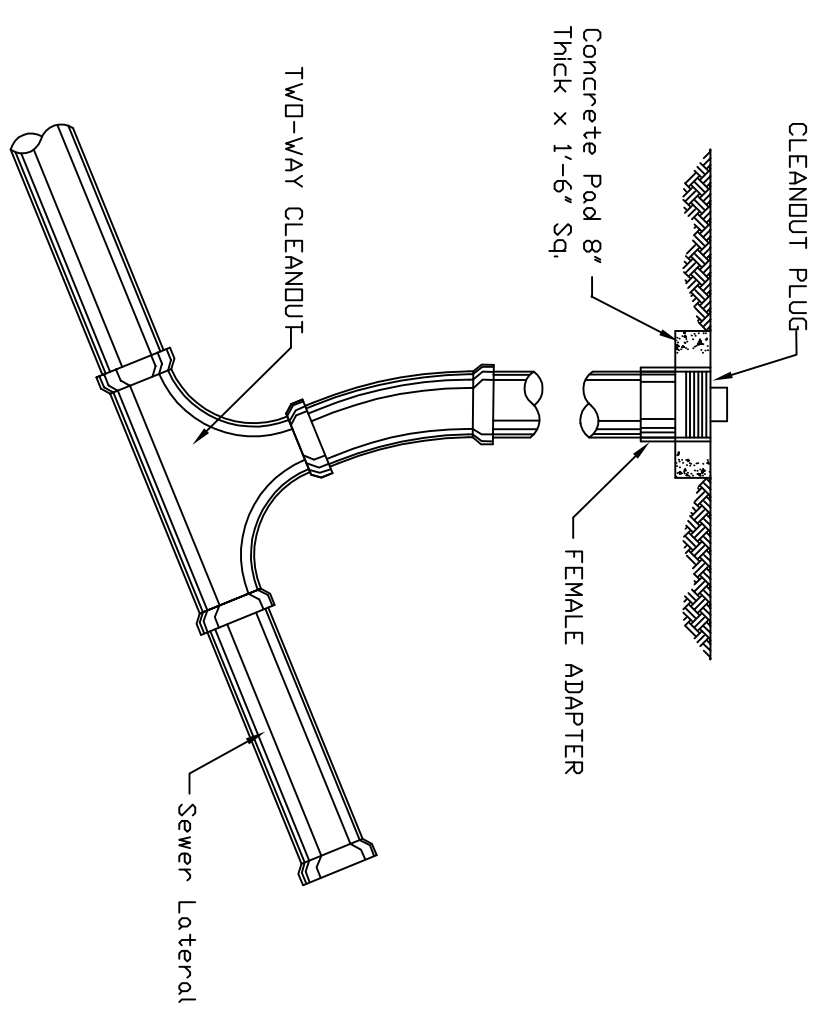
2. **SANITARY SEWER AND WATER CONNECTIONS**  
 CONNECTION OF SANITARY SEWER AND WATER TO THE EXISTING INFRASTRUCTURE SHALL BE IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS.  
 SITE CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS AND ASSURE PROPER DEPTHS ARE ACHIEVED.  
 SITE CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL UNDERGROUND UTILITIES WITH HIS WORK. ALL UNDERGROUND UTILITIES (WATER, STORM SEWER, SANITARY SEWER, IRRIGATION SYSTEMS, ELECTRICAL CONDUIT, ETC.) SHALL BE IN PLACE PRIOR TO THE PLACEMENT OF BASE COURSE MATERIAL, AND THE PLACEMENT OF ANY APPROPRIATE SOIL STABILIZATION.  
 SEWER PIPE AND FITTINGS SHALL BE PVC, ASTM D-3034, SDR 26, ELASTOMERIC GASKET JOINTS.  
 ALL WATER SERVICE LINES 3" AND UNDER SHALL BE PB, AMVA STD. C-902 CLASS 180.  
 SITE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES TO REMAIN AND FOR ALL INTERRUPTIONS CAUSED BY A RESULT OF HIS WORK.  
 ALL SANITARY SEWER AND WATER UTILITIES SHALL BE CONSTRUCTED AND TESTED IN ACCORDANCE WITH STATE REGULATORY AGENCY STANDARDS.  
 WATER METERS ARE TO BE INSTALLED BY BEAR CREEK WATER ASSOCIATION. CURB STOPS ARE TO END AT, OR REASONABLY CLOSE, TO THE RIGHT-OF-WAY IN AN AREA THAT IS ACCESSIBLE FOR READING OR MAINTENANCE.  
 CONTRACTOR TO FOLLOW THE BEAR CREEK WATER ASSOCIATION UTILITY CONNECTION INSPECTION GUIDE



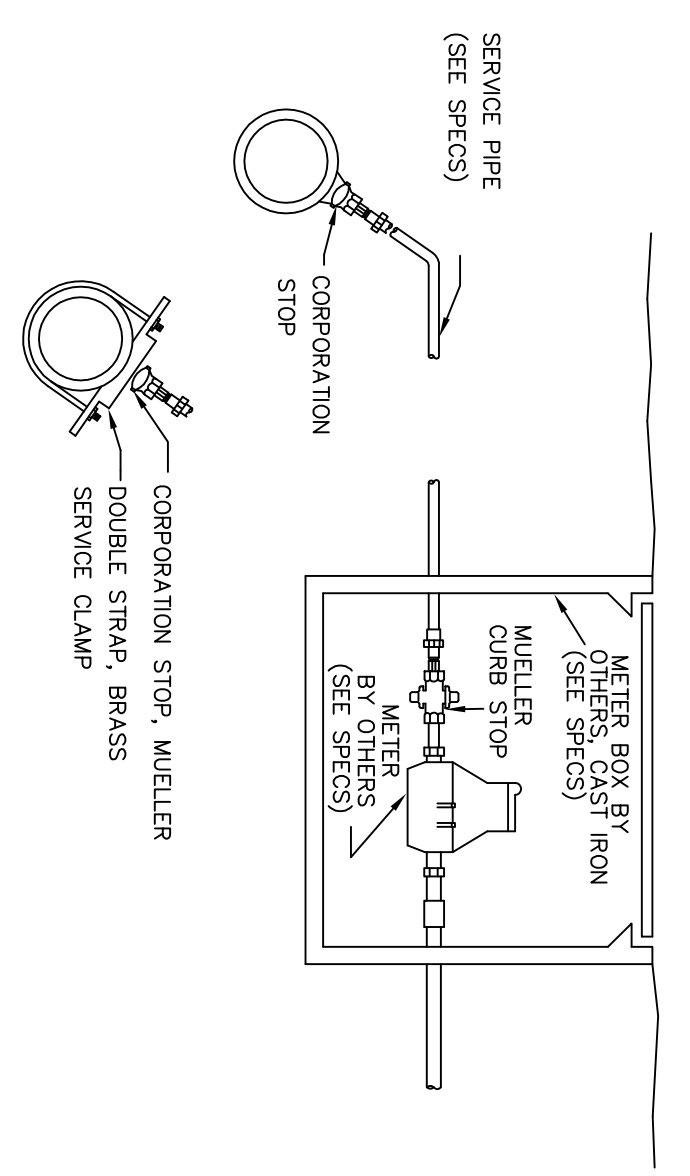
- NOTES:**
1. ONLY MANUFACTURED VALVE BOX EXTENSIONS SHALL BE ALLOWED.
  2. VALVE OPERATING NUT MUST BE EXTENDED SO THAT THE DEPTH IS NO GREATER THAN 5" (H) FROM THE SURFACE USING A MANUFACTURER APPROVED EXTENSION KIT.
  3. PRECAST CONCRETE ENCASMENT IS ALLOWED OUTSIDE OF PAVED AREAS.

**VALVE BOX DETAIL**

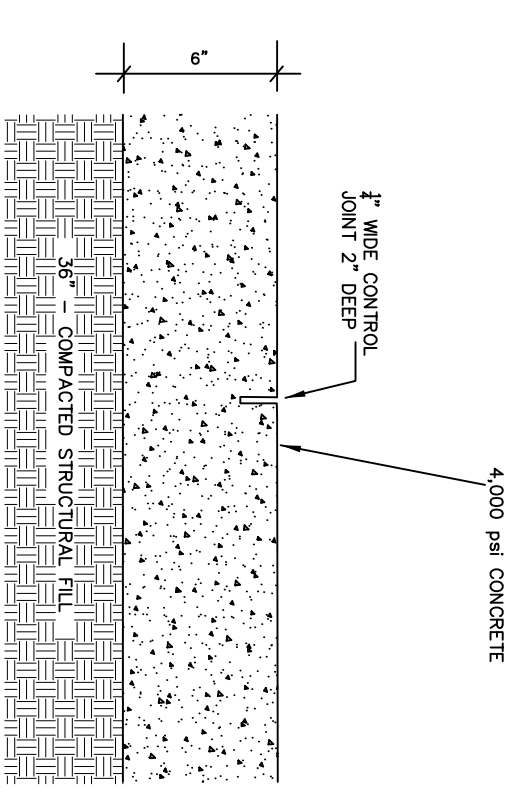




1 SANITARY SEWER CLEAN-OUT (2-WAY) DETAIL  
NTS

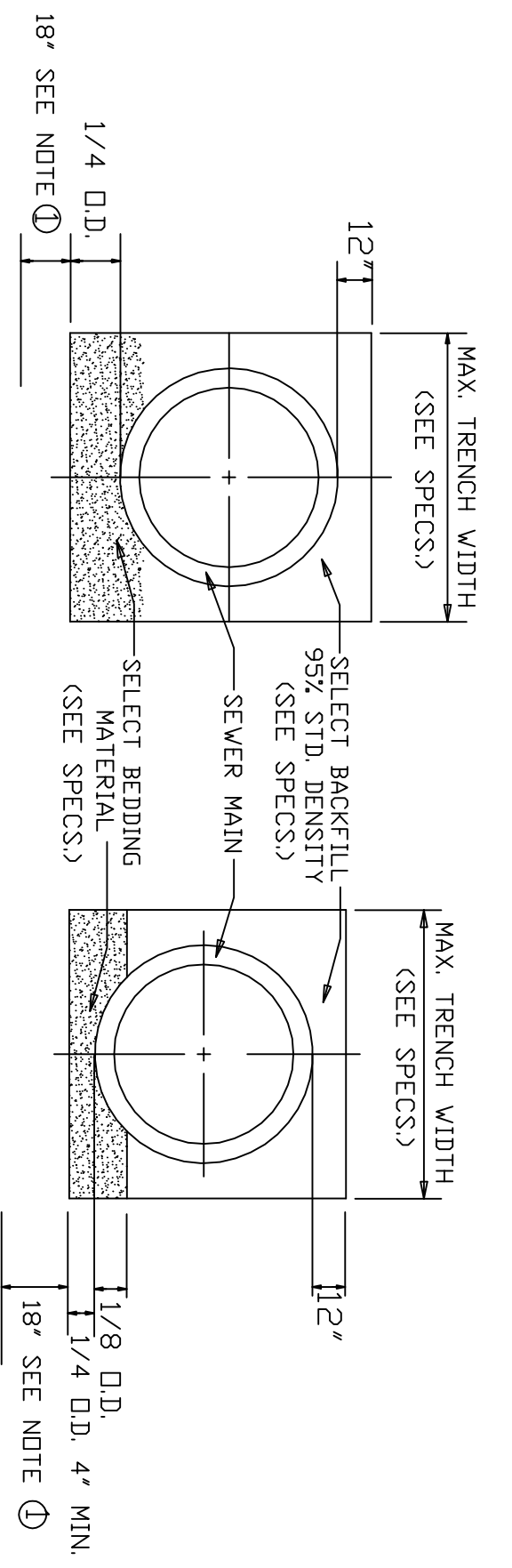


2 TYPICAL SERVICE ASSEMBLY  
5.0  
NOTE: SERVICES SHALL BE TYP K COPPER WITH CORPORATION AND CURB STOPS THAT COMPLY WITH THE CITY OF JACKSON STANDARD SPECIFICATIONS. ALSO BE APPROVED BY CITY

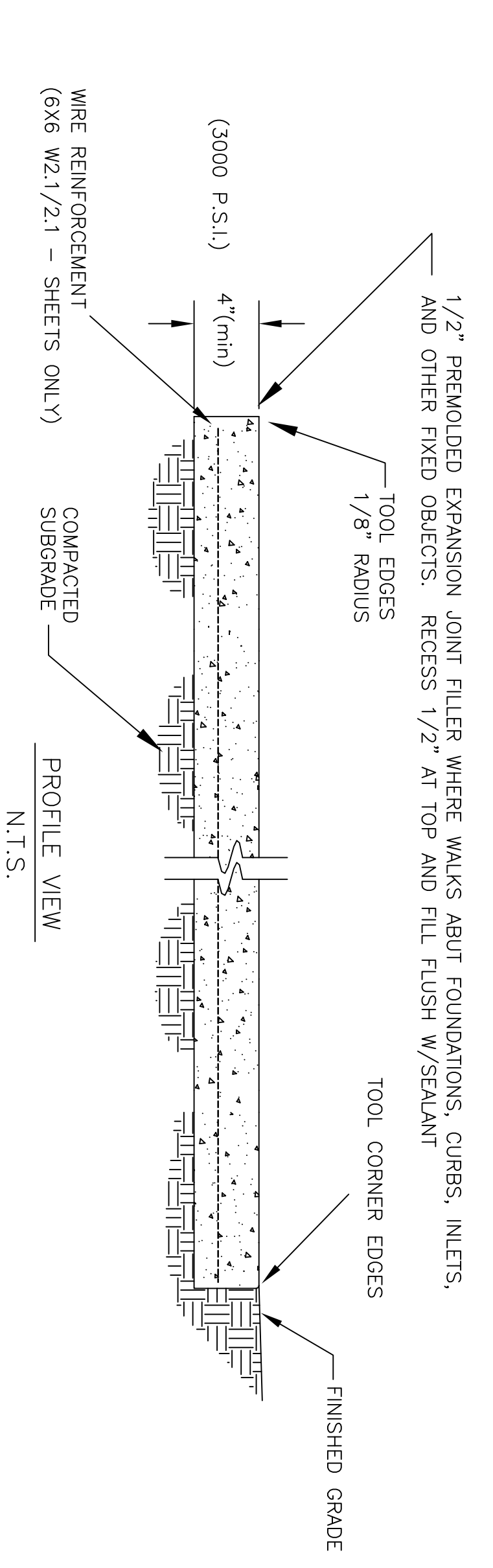
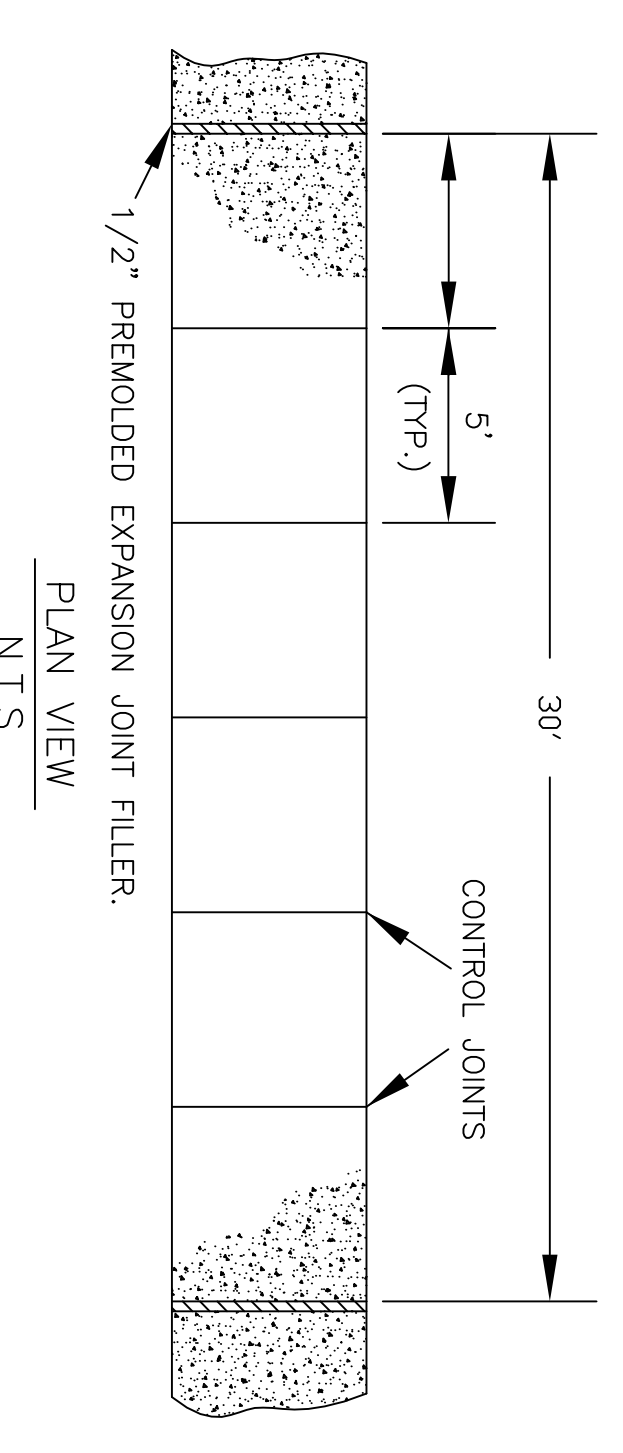


5 MEDIUM DUTY CONCRETE PAVEMENT DETAIL  
NTS

- SLAB BEHICLE:
1. TOOLED CONSTRUCTION JOINTS SHOULD BE PROVIDED AT INTERVALS THAT WILL PROVIDE A SLAB SITE THAT DOES NOT EXCEED 20'-0"
  2. EXPANSION JOINTS SHOULD ONLY BE PLACED WHERE THE PAV DIRECTLY ADJACENT A BUILDING OR OTHER FIXED STRUCTURE
  3. PROOF ROLL SURGRADE PRIOR TO CONCRETE PLACEMENT AND CUT REINFORCING AT ALL JOINT LOCATIONS.
  4. AS SHOWN IN THE GEOTECHNICAL REPORT, THIS IS A JOINTED PLAN (SH-REINFORCED) PCC PAVEMENT.
  5. THE FIRST 12' SHALL BE LIME TREATED (6% BY WEIGHT)
  6. SEE GEOTECHNICAL REPORT BY LADNER TESTING, INC. DATED NOV. 20, 2019 FOR ALL PAVEMENT RECOMMENDATIONS.

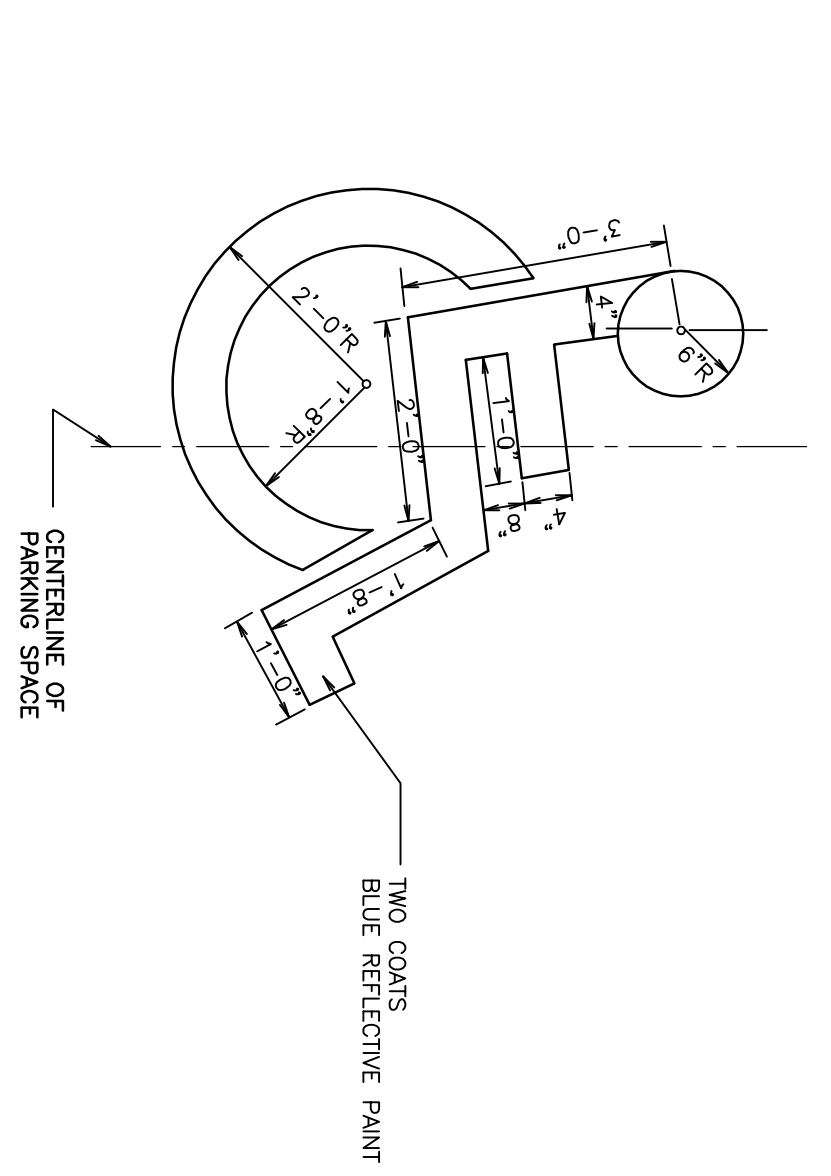


- TYPICAL SECTION CLASS "B" BEDDING
- TYPICAL SECTION CLASS "C" BEDDING
- 1 DEWATERING REQ'D. TO THIS LEVEL (MIN). CONTRACTOR WILL NOT BE ALLOWED TO WORK WHEN WATER LEVEL IS NOT MAINTAINED BY DEWATERING SYSTEM TO THIS ELEVATION OR LOWER.
  - 2 WHEN TRENCHING ACROSS EXISTING ASPHALT OR CONCRETE SURFACES, NEW ASPHALT SHOULD BE PLACED BACK AT SAME DEPTH OF EXISTING ASPHALT OR CONCRETE THICKNESS.



- EXPANSION JOINT
- CONTROL JOINT
- NOTES:
- 1) CONCRETE SHALL BE 3,000 PSI MINIMUM
  - 2) 6X6 W2.1/W2.1 WIRE REINFORCEMENT REQUIRED (SHEETS ONLY)
  - 3) PROVIDE BROOM FINISH TO ALL EXPOSED SURFACES
  - 4) HEAVY BROOM FINISH PERPENDICULAR TO THE DIRECTION OF TRAFFIC.

3 CONCRETE SIDEWALK SECTION DETAILS  
NTS



4 ACCESSIBILITY PARKING SYMBOL  
NTS

- NOTES
1. ACCESSIBILITY SYMBOLS SHALL BE PAINTED ON PAVEMENT AT EACH ACCESSIBLE PARKING SPACE.
  2. ALL PAVEMENT MARKING INSTALLATIONS SHALL CONFORM TO THE 1988 MUTCD AND ALL SUBSEQUENT REVISIONS.
  3. ALL ACCESSIBLE PARKING SPACES SHALL BE MARKED WITH A ACCESSIBILITY PARKING SPACE SIGN.
  4. BLUE PAINT TO BE PAINTED FOR ALL ACCESSIBLE MARKINGS.

| No. | Revisions: | By: | Date: |
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BAIRD ENGINEERING, INC.  
506 Jefferson Street, Clinton, MS 39056  
Phone: (601) 925 - 5015

Project No.: # 4792(3997)  
Date: 06/28/2023  
Scale: N.T.S.  
Designed By: CLB  
Reviewed By: CLB

SITE DETAILS  
BLURTON HOLDINGS  
Gluckstadt, Mississippi

SHEET  
C 5.0





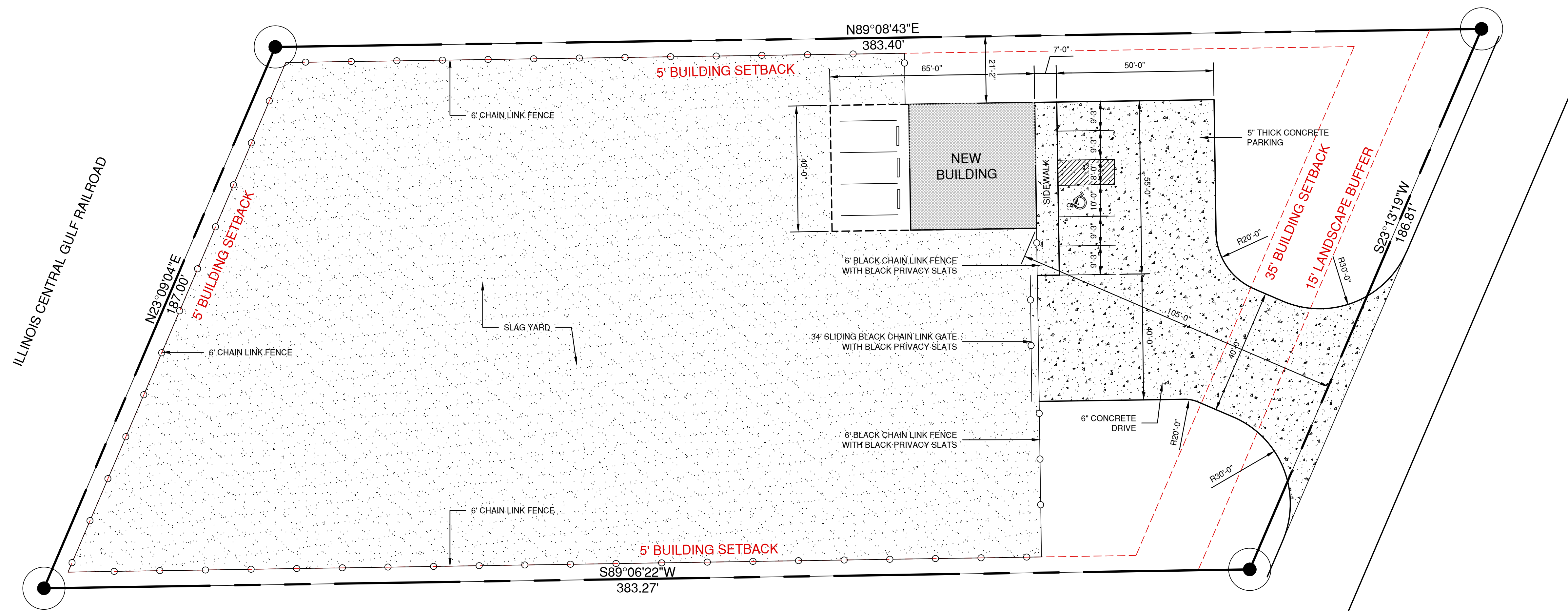


VICINITY MAP



PUCKETT MACHINERY COMPANY

C-2



PHOENIX DEVELOPMENT CO. LLC

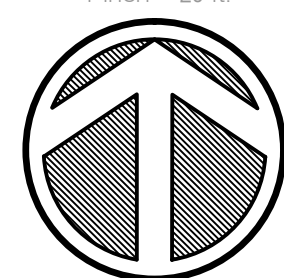
C-2

SITE PLAN

GRAPHIC SCALE



(IN FEET)  
1 inch = 20 ft.



NORTH

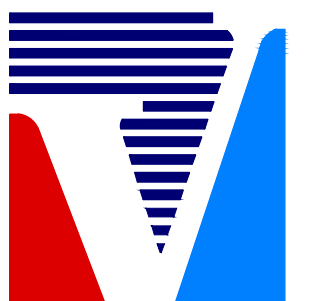
SITE 65,420SF (1.50 AC)  
BUILDING 2,600SF  
SITE COVERAGE 4%

C2 ZONING  
BUILDING USAGE: OFFICE/YARD  
PARKING REQUIRED: 1,640SF / 225 = 7 PARKING SPACES  
PARKING PROVIDED: 8 PARKING SPACES

| REVISIONS                     | BY           |
|-------------------------------|--------------|
| PARKING SPACES<br>BLACK FENCE | DW<br>7-6-23 |
|                               |              |
|                               |              |
|                               |              |
|                               |              |



WOOLDRIDGE ARCHITECTURE, PLLC  
484 CHURCH RD. SUITE 700  
MADISON, MS 39110  
601-209-8865  
WOOLDRIDGEARCHITECTURE@YAHOO.COM



VENTURESOUTH  
CONSTRUCTION COMPANY  
P.O. BOX 16548  
JACKSON, MS 39226-6548  
601-368-9407 / 601-368-9107 FAX

New Building For:  
**BLURTON HOLDINGS, LLC**  
GLUCKSTADT, Mississippi

|                      |
|----------------------|
| DRAWN<br>WOOLDRIDGE  |
| CHECKED              |
| DATE<br>15 JUNE 2023 |
| SCALE                |
| JOB NO.              |
| SHEET                |
| <b>C1</b>            |
| OF SHEETS            |



SITE PLAN NOTES

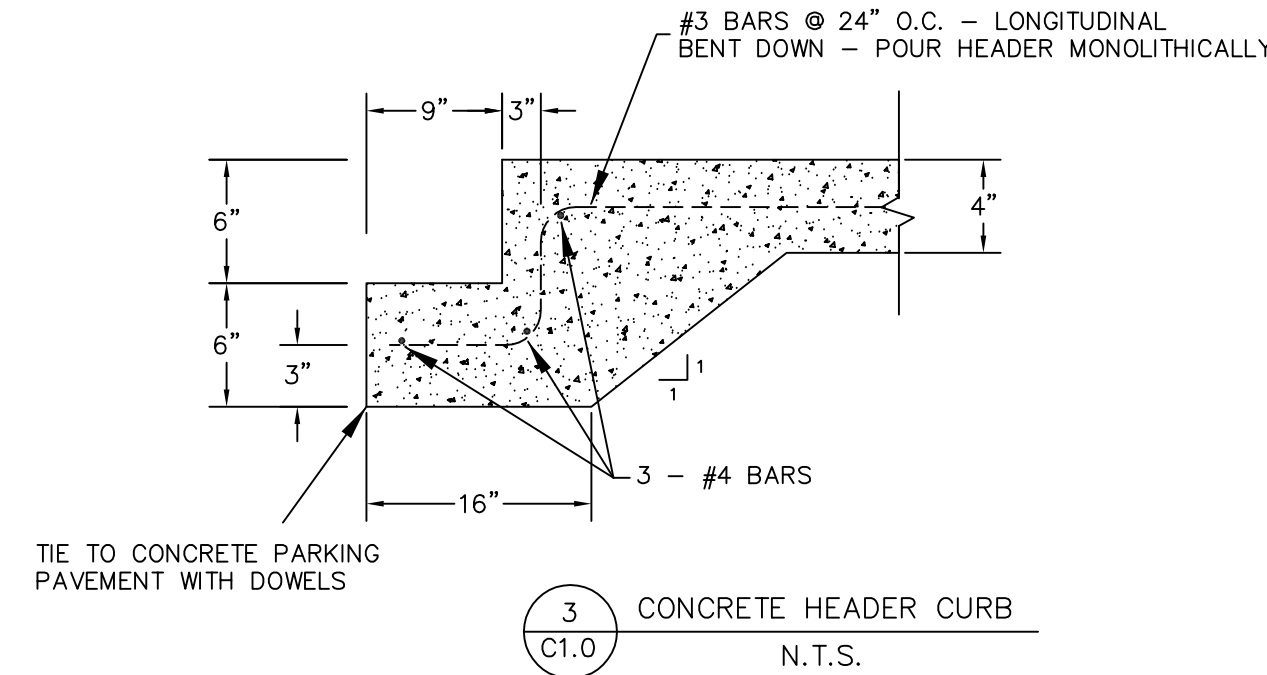
GENERAL

- TOPOGRAPHIC SURVEY PREPARED BY BAIRD ENGINEERING, INC. DATED 06-15-2021.
- CONTRACTOR TO NOTIFY ALL UNDERGROUND UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION EXCAVATION. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA, FEDERAL, STATE AND LOCAL CODES.
- CONTRACTOR TO COMPLY WITH ALL EROSION CONTROL STANDARDS AS SPECIFIED BY CITY, COUNTY AND STATE OFFICIALS.
- DURING CONSTRUCTION, CONTRACTOR SHALL CHECK THE EROSION CONTROL FACILITIES DAILY, AND MAKE REPAIRS OR MODIFICATIONS AS NEEDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORMWATER FACILITIES DURING CONSTRUCTION. UPON COMPLETION OF PROJECT, THIS SHALL BECOME THE RESPONSIBILITY OF THE OWNER. THE OWNER SHALL INSPECT ALL STORM DRAINS, ON A MONTHLY BASIS AND REMOVE ANY SILTATION AS NEEDED.
- ALL DISTURBED GRASSED AREAS SHALL BE SOLID SO2 UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL CONTACT CITY ENGINEERING AND RIGHT-OF-WAY DEPARTMENTS AT LEAST THREE (3) DAYS PRIOR TO PERFORMING ANY CONSTRUCTION ACTIVITIES WITHIN THE PUBLIC RIGHT-OF-WAY.
- THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN BEST MANAGEMENT PRACTICES AS REQUIRED BY MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY.
- CONSTRUCTION PHASE DUST CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. WATER SITE AS NEEDED, OR AS DIRECTED BY ENGINEER TO MAINTAIN ADEQUATE DUST CONTROL.
- ANY AND ALL DESIGN, ERECTION, PERMIT FEES AND APPLICATION PERTAINING TO ANY AND ALL WORK ZONE TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL UNCOVER AND VERIFY THE DEPTH OF ALL UTILITY TIE-IN POINTS PRIOR TO CONSTRUCTION AND ORDERING OF ANY MATERIALS. IF CONDITIONS ARE ENCOUNTERED DIFFERENT FROM DRAWINGS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY AND ADJUSTMENTS SHALL BE DETERMINED.

- BACKFILL ALL EXCAVATED AREAS WHERE UTILITIES ARE REMOVED WITH SAND-CLAY STRUCTURAL FILL PER GEOTECHNICAL REPORT REQUIREMENTS.
- ANY EXISTING UTILITIES TO BE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND DISPOSED OF OFF-SITE IN A LEGAL MANNER.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NEEDED PERMITS AND LICENSES.
- SITE CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT AT CONNECTIONS TO EXISTING PAVEMENT AND CURBS.
- SEE LANDSCAPE DETAIL FOR ALL HARDSCAPE AND LANDSCAPE DETAILS.
- ALL DIMENSIONS SHOWN ON THIS SHEET ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- PARKING PROVIDED IN THIS PROJECT:
  - 1 ADA COMPLIANT PARKING SPACES
  - 4 STANDARD PARKING SPACES
  - 5 TOTAL PARKING SPACES PROVIDED
- DETECTABLE WARNING SURFACE TO MEET ADAAG 4.29.2 (TRUNCATED DOME PANEL).

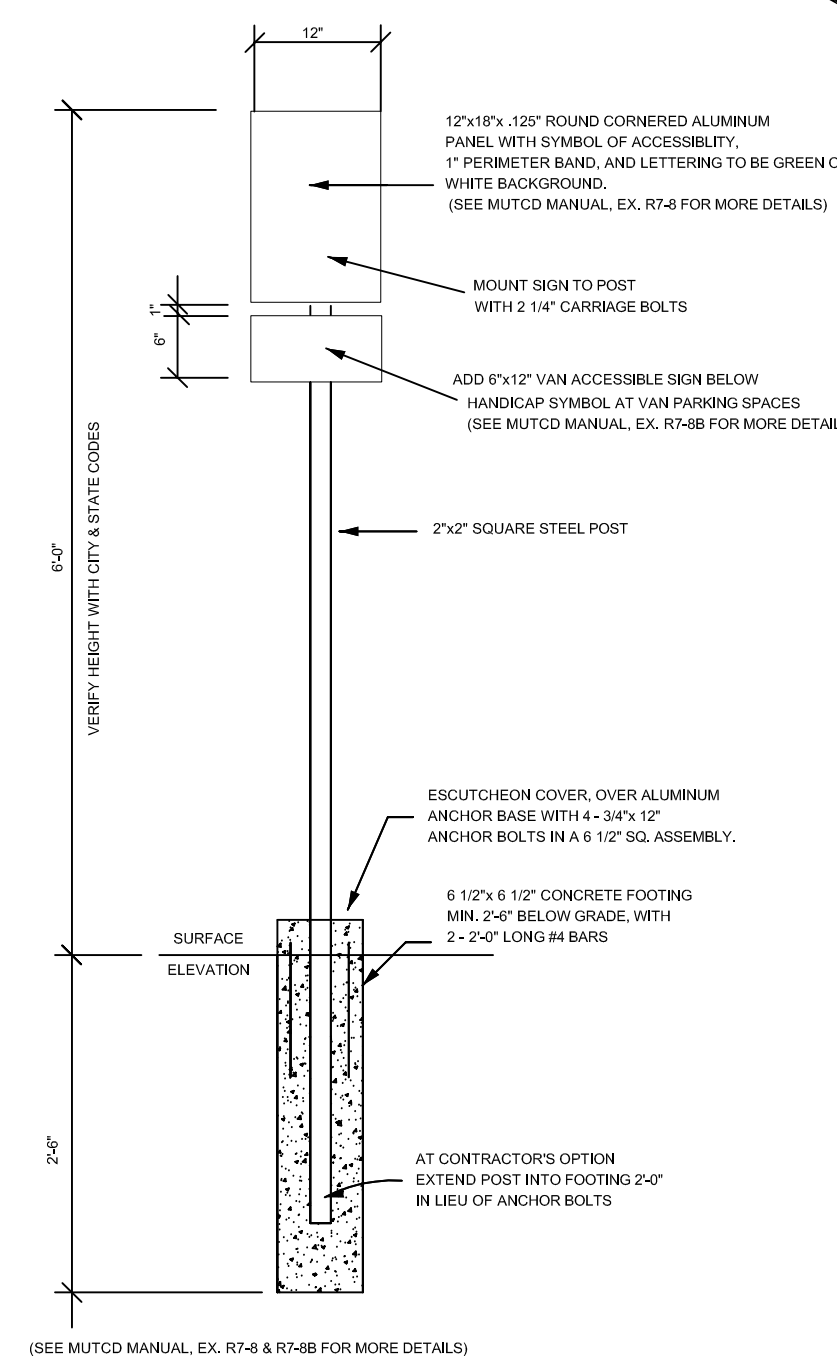
PARKING FEATURES LEGEND

- ① TRAFFIC STRIPE (PARKING) 4" CONTINUOUS WHITE
- ② TRAFFIC STRIPE (HANDICAP) 4" CONTINUOUS BLUE
- ③ HANDICAP PARKING SIGN (R7-8)-DETAIL 1/C1.0 SEE MUTCD MANUAL FOR SPECIFICATIONS.
- ④ STOP SIGN (DETAIL 2/C1.0) SEE MUTCD MANUAL FOR SPECIFICATIONS.
- ⑤ 24" LEGEND WHITE



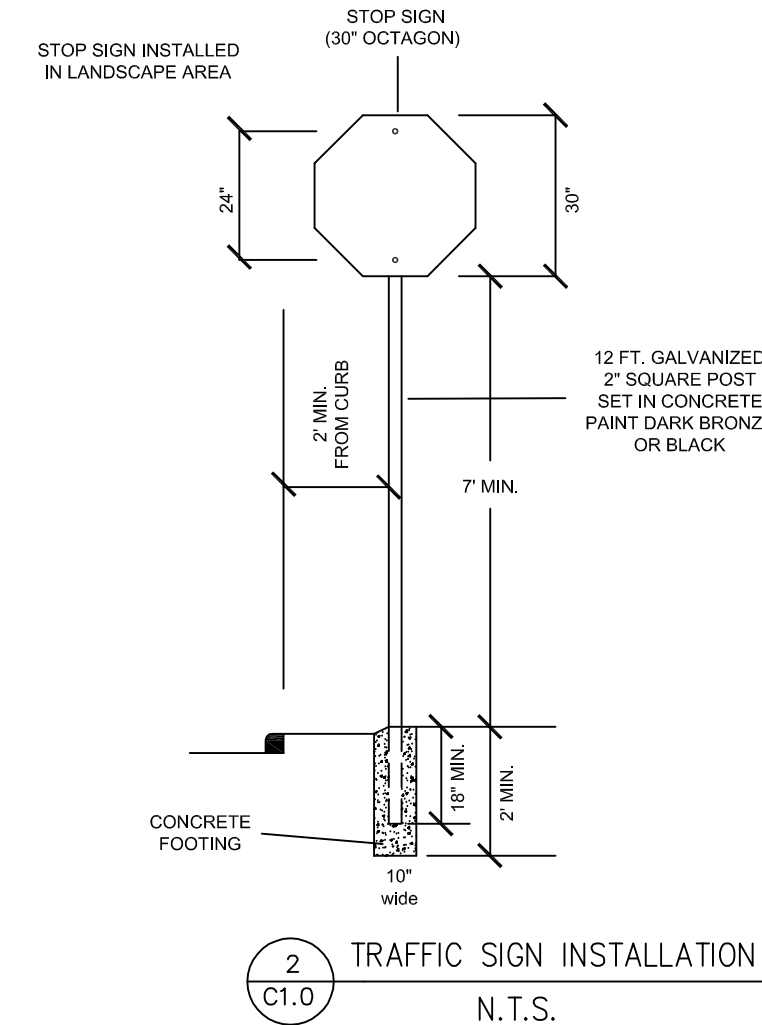
3 CONCRETE HEADER CURB N.T.S.

CONCRETE SHALL HAVE A TWENTY-EIGHT (28) DAY COMPRESSIVE STRENGTH OF 3500 PSI.



1 ACCESSIBILITY SIGNAGE DETAIL N.T.S.

- NOTES:
- LOCATE ONE SIGN AT EACH ACCESSIBLE SPACE. SET 1'-0" OFF OF BACK OF CURB OR SIDEWALK AND CENTER ON ACCESSIBLE SPACE.
  - ALL DIMENSIONS AND SIGNAGE SHOULD FOLLOW THE ADA STANDARDS FOR ACCESSIBLE DESIGN.



LEGEND

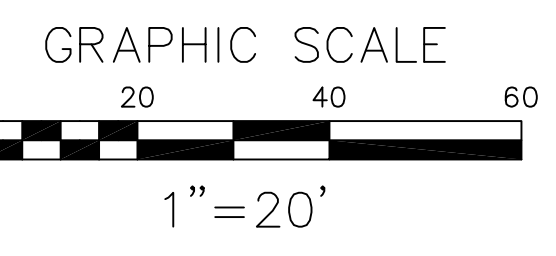
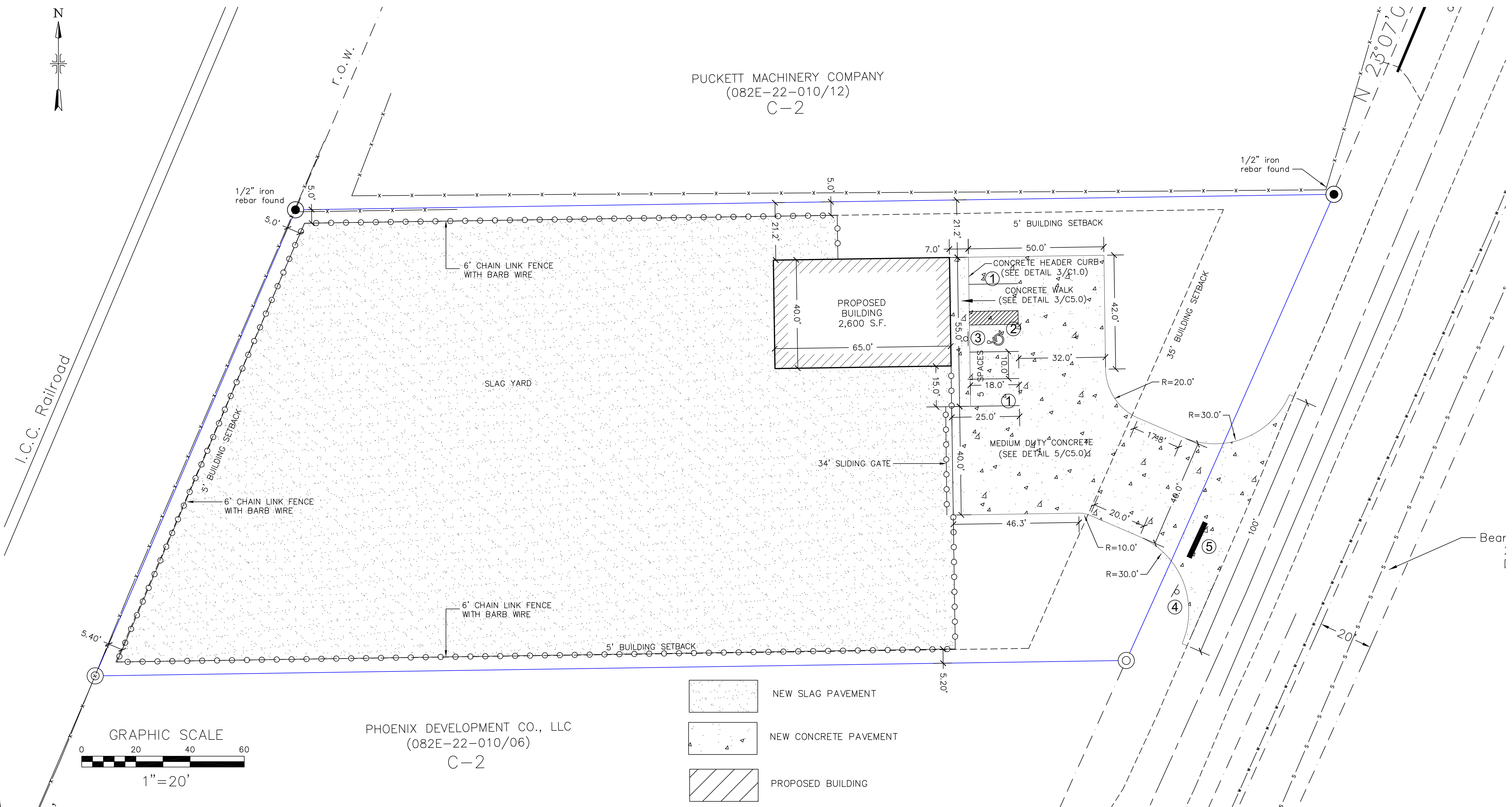
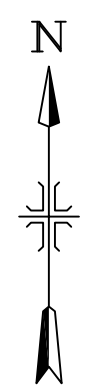
- PROPOSED CONCRETE CURB (DETAIL 3 & 4/C2.0)
- HANDICAP PARKING
- PROPERTY LINE

BAIRD ENGINEERING, Inc.  
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Project No.: # 4782(3997)  
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 Drawn By: CLB  
 Reviewed By: CLB

SITE PLAN  
 BLURTON HOLDINGS  
 Gluckstadt, Mississippi

C 1.0



PHOENIX DEVELOPMENT CO., LLC  
 (082E-22-010/06)  
 C-2

- NEW SLAG PAVEMENT
- NEW CONCRETE PAVEMENT
- PROPOSED BUILDING



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| Date:      |  |
| By:        |  |
| Revisions: |  |
| No.        |  |

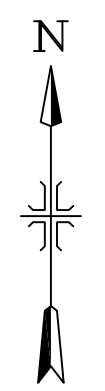
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BAIRD ENGINEERING, INC.  
 506 Jefferson Street, Clinton, MS 39056  
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Project No.: # 4782(3997)  
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 Drawn By: CLB  
 Reviewed By: CLB

GRADING PLAN  
 BLURTON HOLDINGS  
 Gluckstad, Mississippi

C 2.0



1. GENERAL

THE CONTRACTOR SHALL REMOVE ALL INFRASTRUCTURE AND VEGETATION FROM THE AREA TO BE EXCAVATED, FILLED, OR GRADED.  
 ALL IMPROVEMENTS AND ADDITIONS TO THE WATER AND SANITARY SEWER SYSTEMS SHALL BE INSTALLED IN COMPLIANCE WITH THE CITY OF CLINTON STANDARDS.  
 TOPOGRAPHIC SURVEY INFORMATION TAKEN FROM A SURVEY PREPARED BY BAIRD ENGINEERING, INC.

2. CLEARING

PRIOR TO CUT AND REPLACEMENT OF FILL ON SITE, APPROXIMATELY 6 INCHES OF TOPSOIL SHOULD BE REMOVED WHERE ENCOUNTERED.  
 REMOVE BRUSH, ROOTS, LARGE GRASS, ROCKS, AND WEEDS BEFORE STRIPPING.  
 REMOVE TOPSOIL TO A MINIMUM DEPTH OF 6 INCHES IN ALL AREAS INDICATED ON THE PLANS TO BE UNDER BUILDING, DRIVES, PARKING, SIDEWALKS, AND OTHER PAVING.  
 STORE TOPSOIL APPROVED FOR FILL IN GENERAL LANDSCAPE AREAS AT DESIGNATED LOCATIONS ON SITE.

3. GRUBBING

REMOVE ASPHALT, CONCRETE CURBS, LIGHTING POLES AND FOUNDATIONS, TRASH, STUMPS, OLD LUMBER, STRUCTURES, ETC. EITHER ABOVE, ON THE NEW SURFACE, OR BELOW THE GROUND WHICH MAY INTERFERE WITH THE NEW CONSTRUCTION.

4. CLEAN-UP

UPON COMPLETION OF WORK OF THIS SECTION, REMOVE FROM PREMISES, AND DISPOSE OF ALL RELATED DEBRIS. IMPLEMENT EROSION CONTROL PLAN.

5. SITE GRADING

PROFROLLING WITH A LOADED TRUCK OR SCRAPER SHOULD BE PERFORMED TO LOCATE POTENTIAL SOFT SPOTS IN THE SUBGRADE AND/OR NATURAL GROUND BEFORE ANY FILL IS PLACED. SOFT SPOTS SHOULD BE REMOVED AND REPLACED WITH COMPACTED STABLE SANDY CLAY (CL). THE TOP 6 INCHES OF NATURAL GROUND SHOULD BE SCARIFIED AND COMPACTED TO 98% ASTM D698 PRIOR TO FILL PLACEMENT.

CUT OR FILL AND MACHINE GRADE SITE AS SHOWN ON THE DRAWINGS TO DRAIN AS INDICATED, ALLOWING FOR THE THICKNESS OF PAVING SUBGRADE AND THE PAVING ITSELF. WHERE FILL IS REQUIRED, USE PER GEOTECHNICAL REPORT.

ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT.

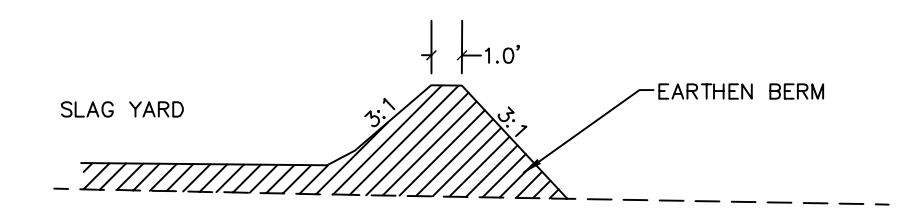
ALL FILL MATERIALS DESCRIBED IN GEOTECHNICAL REPORT MUST BE REMOVED AND REPLACED WITH ACCEPTABLE FILL MATERIAL.

6. FILLING AND BACKFILLING MATERIALS

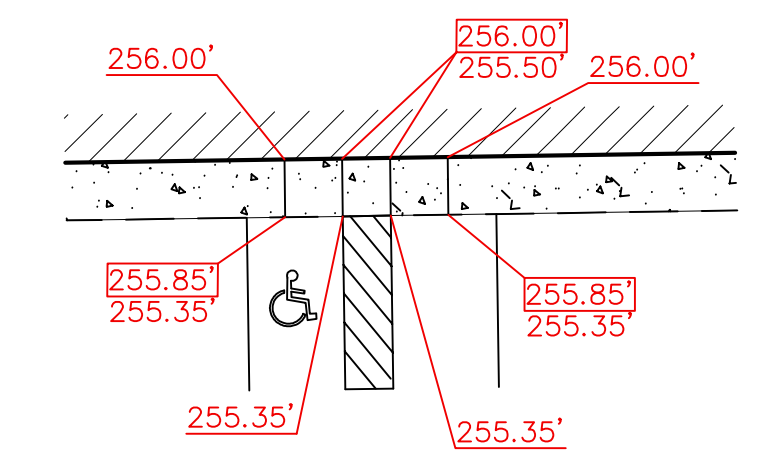
IMPORTED FILL MATERIAL WILL HAVE PROPERTIES TO ALLOW COMPACTION BY ROLLING AND TAMPING TO A DENSITY EQUAL TO 95% OF MAXIMUM DENSITY WITH ± 2% OF OPTIMUM MOISTURE CONTENT AS DETERMINED BY TEST METHODS DESCRIBED IN ASTM D698, LATEST EDITION, "MOISTURE DENSITY RELATIONSHIP OF SOILS". IF EXCAVATED MATERIAL IS UNSUITABLE FOR COMPACTION AS DETERMINED BY THE SOILS TESTING LABORATORY, FURNISH SUITABLE BORROW WHICH CAN BE COMPACTED FROM AN OFF-SITE SOURCE. ALL FILL AND BACKFILL MATERIALS SHALL BE OF LOW EXPANSIVITY, UNIFORM IN GRADE, FREE FROM ORGANIC MATERIAL, AND CONSIST OF SILTY CLAY (CL) SOIL HAVING A LIQUID LIMIT OF NOT MORE THAN 40 PERCENT AND A PLASTICITY INDEX BETWEEN 10 AND 20.

7. DETENTION POND

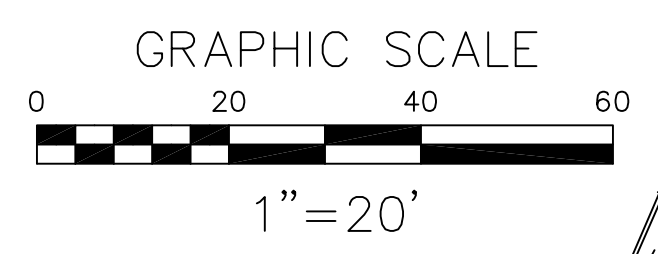
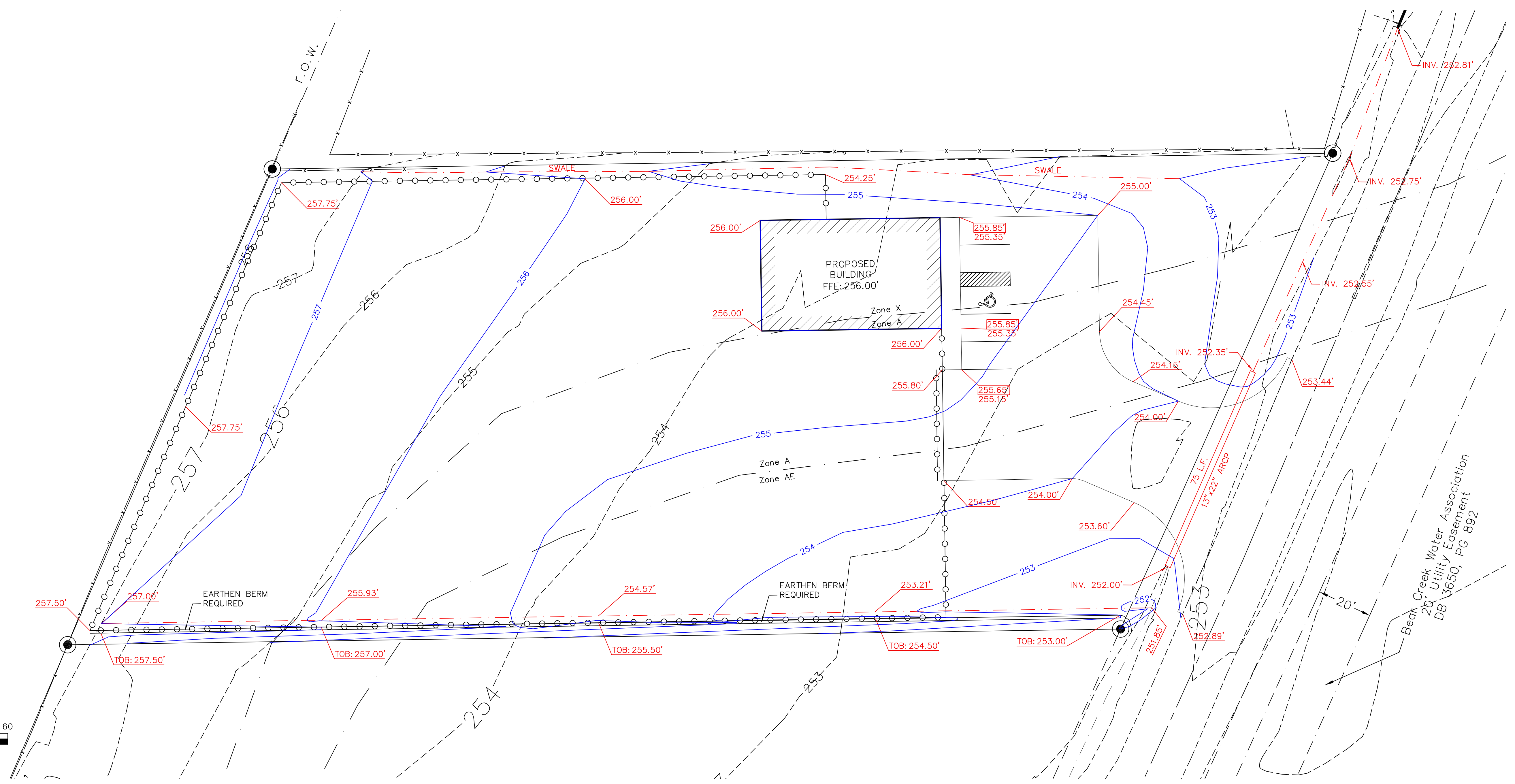
THERE IS AN EXISTING DETENTION POND LOCATED SOUTHEAST OF THIS PROJECT (AS SHOWN ON THE TOPOGRAPHIC SURVEY). THIS DETENTION POND WAS DESIGNED TO INCLUDE THE POST CONSTRUCTION RUN-OFF FOR THE SUBJECT PROPERTY.



EARTHEN BERM DETAILS  
N.T.S.



HANDICAP RAMP DETAILS  
N.T.S.



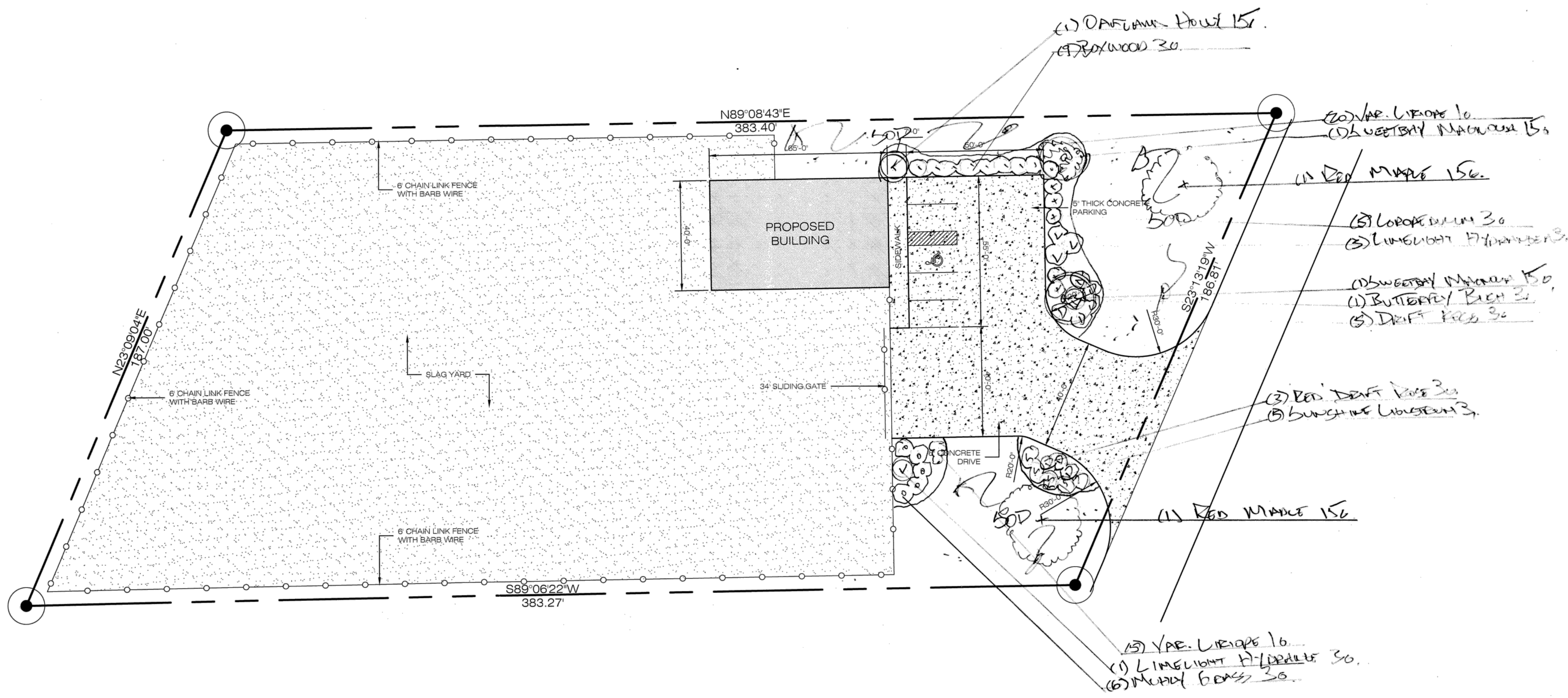


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New Building For:  
**BLURTON HOLDINGS, LLC**  
 GLUCKSTADT, Mississippi

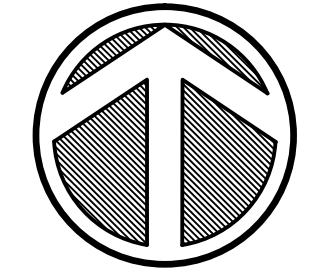
|         |              |
|---------|--------------|
| DRAWN   | WOOLDRIDGE   |
| CHECKED |              |
| DATE    | 15 JUNE 2023 |
| SCALE   |              |
| JOB NO. |              |
| SHEET   |              |
|         | <b>L1</b>    |
| OF      | SHEETS       |



**LANDSCAPE PLAN**



(IN FEET)  
1 inch = 20 ft.



NORTH



| REVISIONS | BY |
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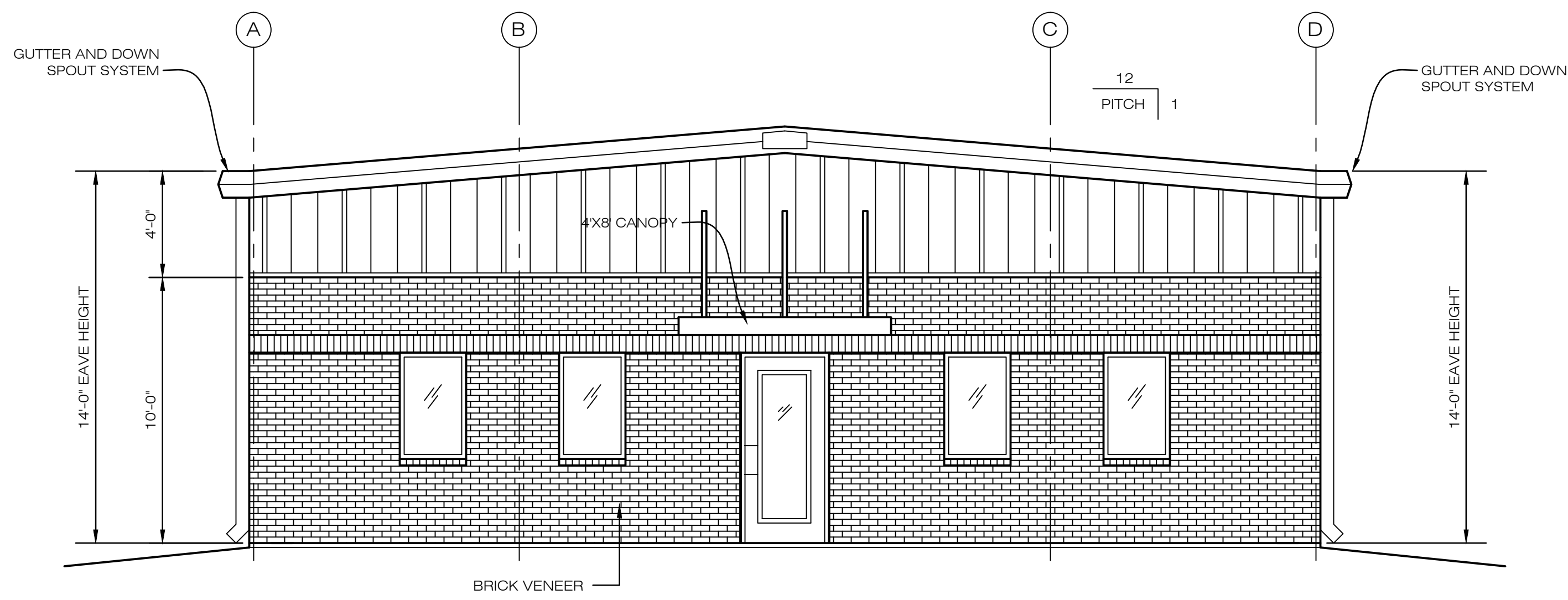
WOOLDRIDGE ARCHITECTURE, LLC  
484 CHURCH RD., SUITE 700  
MADISON, MS 39110  
601-202-8665  
WOOLDRIDGEARCHITECTURE@YAHOO.COM



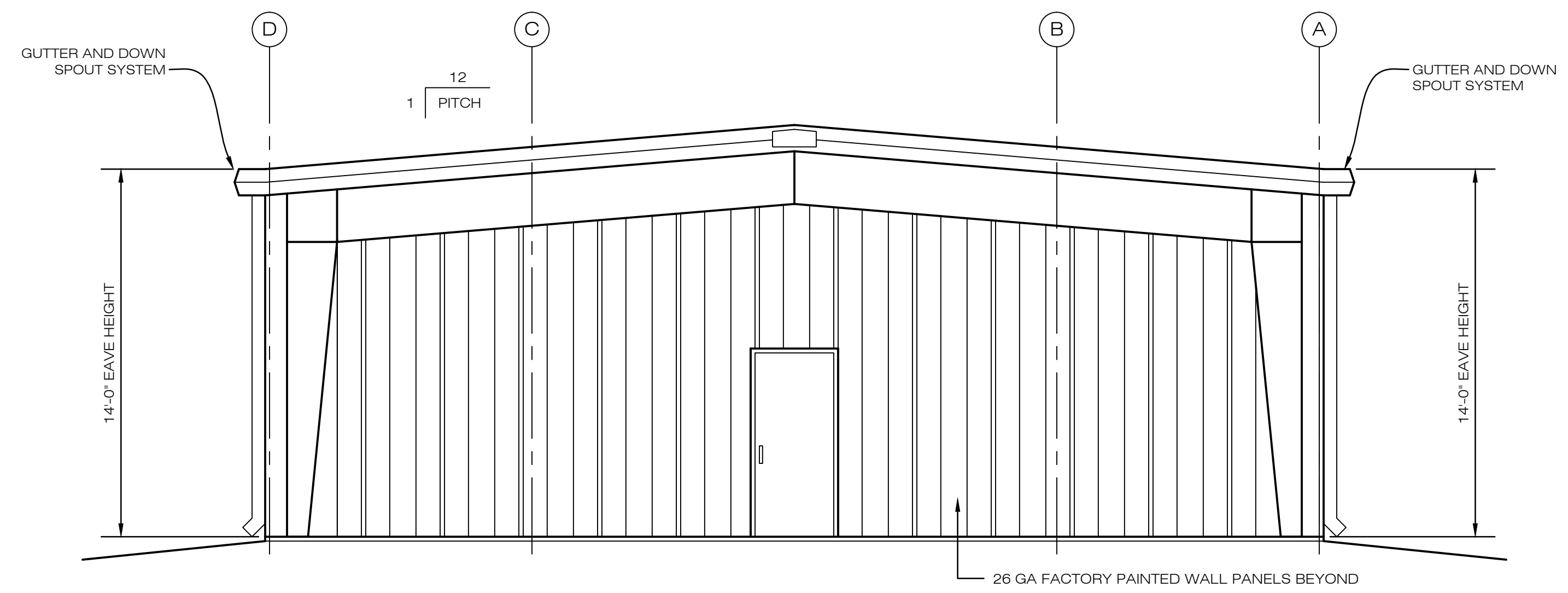
VENTURESOUTH  
CONSTRUCTION COMPANY  
P.O. BOX 16548  
JACKSON, MS 39216-6548  
601-368-9407 / 601-368-9107 FAX

New Building For:  
**BLURTON HOLDINGS, LLC**  
GLUCKSTADT, Mississippi

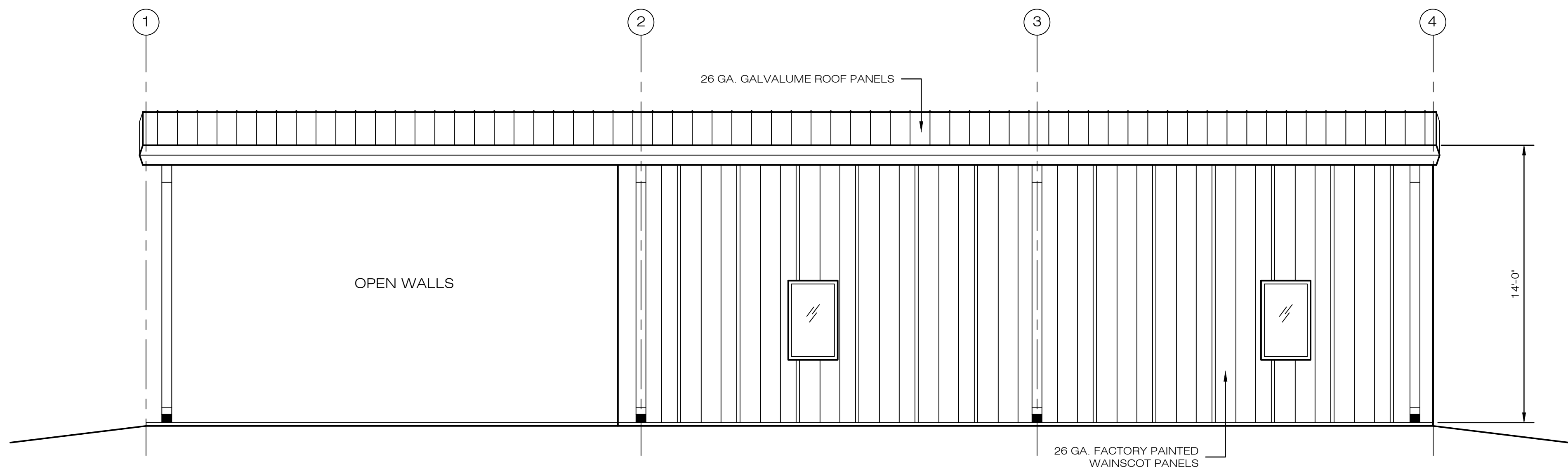
DRAWN  
WOOLDRIDGE  
CHECKED  
DATE  
15 JUNE 2023  
SCALE  
JOB NO.  
SHEET  
**A2**  
OF SHEETS



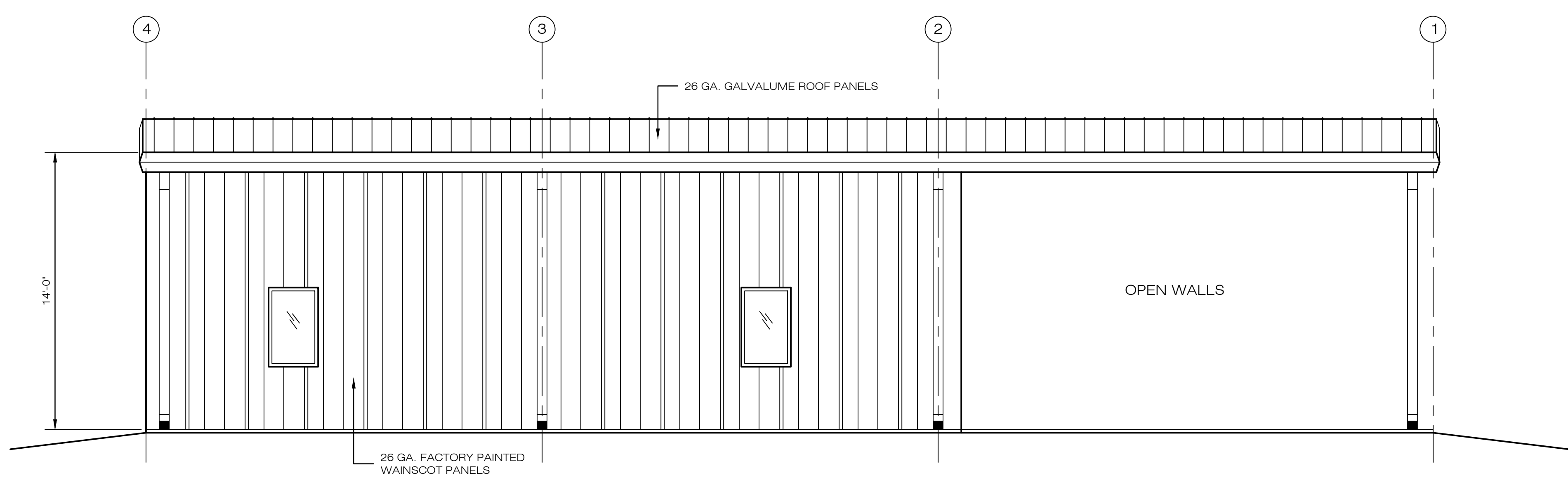
**1 EAST ELEVATION**  
1/4" = 1'-0"



**2 WEST ELEVATION**  
1/4" = 1'-0"



**3 SOUTH ELEVATION**  
1/4" = 1'-0"



**4 NORTH ELEVATION**  
1/4" = 1'-0"

| Gluckstadt Preliminary Plat Checklist for Residential and Commercial Subdivisions |   | Completed |
|---|---|-----------|
| 1   | Complete Preapplication Conference with City Staff  | yes       |
| 2   | Plan Scale not less than 1 inch equals 100 feet   | yes       |
| 3   | Title in which the proposed subdivision is recorded with names and address of owners.   | yes       |
| 4   | Graphic Scale   | yes       |
| 5   | North Arrow(True North)   | yes       |
| 6   | 1 inch equals to 1000 feet vicinity map showing the location of the subdivision   | yes       |
| 7   | Bearings and distances along boundary and mathematical closure of survey  | yes       |
| 8   | Location width and purpose of easements   | yes       |
| 9   | Names of ROW and Roadway widths of streets and alley and approximate grades and gradients (typical cross-section)   | yes       |
| 10  | Lot lines and numbers   | yes       |
| 11  | Sites if any to be reserved or dedicated for parks, playgrounds, or other public uses   | NA        |
| 12  | Line sizes , approximate invert elevations (sanitary sewer and storm drains) of utilities and cross sections of drainage ditches  | C         |
| 13  | Sites if any of apartment buildings, shopping centers, churches, Industries or other non public use exclusive of single family dwellings  | NH        |
| 14  | Contours based on mean sea level with 2 foot intervals when the grade is less than 4 percent and spot elevations along canals or ditches and at any breaks in grade or changes in elevation not readily discernible from the contours shall be shown. | yes       |
| 15  | Waste Course marshes, flood areas, wooded areas, houses and other significant features.   | yes       |
| 16  | Protective Covenants  | C         |
| 17  | Professional Engineers Stamp  | C         |
| 18  | Two Copies of the preliminary Plat submitted to the Zoning Administrator  | yes       |
| 19  | Two Copies of the preliminary Plat submitted to the City Engineer   | yes       |
| 20  | Once reviewed by the zoning administrator and City Engineer any corrections will be sent to applicant in writing and corrections if any are validated.  | yes       |
| 21  | Provide nine copies of the preliminary plat to the Zoning Administrator for placement on the next Planning and Zoning Board agenda for consideration.   |           |
| 22  | Once the Planning and Zoning Board approve Preliminary Plat the Zoning Administrator will place it on the next Mayor and Board Agenda for consideration.  |           |
| 23  | Once the Mayor and Board Approve the preliminary plat the Planning and Zoning administrator will provide a stamped approved copy back to the developer and maintain one in the file.  |           |
| 24  | Submit two copies of construction plans as required in article III of the subdivision to the Zoning administrator and Building Official for review. Corrections if any will be sent back to the developer in writing.                                 |           |

|    |  |  |
|----|--|--|
| 25 | Written certification from the Mississippi State Department of Health Department of Environmental Quality that the proposed water and wastewater systems/treatment facilities are in compliance with applicable laws and regulations |  |
| 26 | The Building Official will issue a building permit and construction will begin.  |  |

**Prepared by and return to:**

Roger W. Williams  
MS Bar No. 10298  
Watkins & Eager PLLC  
400 East Capitol Street  
Jackson, MS 39201  
601.965.1900

**DECLARANT:**

CAMLE, LLC  
307 Highland Park Cove  
Ridgeland, MS 39157  
Telephone: 601.634.0097

**Indexing Instructions:**

**NE ¼ and SE ¼ of S29, T8N, R2E, Madison County,  
Mississippi**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR PARKWAY COMMONS**

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PARKWAY COMMONS

This Declaration of Covenants, Conditions, and Restrictions ("**Declaration**") for PARKWAY COMMONS is made as of the [DAY] day of [MONTH], [YEAR] by CAMLE, LLC, a Mississippi limited liability company ("**Declarant**").

### RECITALS

WHEREAS, Declarant owns certain real property located in Madison County, Mississippi, described in the attached Exhibit A (the "**Property**"). Declarant is developing the Property to be a high quality, multi-use office, business and retail community subject to the covenants, conditions, and restrictions set forth in this Declaration. By this Declaration, Declarant intends to establish a plan for the development, improvement, and use of the Property with architectural, landscaping, and maintenance controls.

WHEREAS, Declarant intends to create an entity to have and exercise the rights and duties and to perform the functions set forth in this Declaration which include, without limitation, maintaining certain portions of the Property, reviewing Plans (defined below) for Improvements (defined below) to be constructed on the Property, and assessing, collecting, and disbursing of assessments provided for herein on behalf of, and as agent for, the Owners (defined below).

NOW, THEREFORE, Declarant adopts, establishes, and imposes the following covenants, conditions, and restrictions on the Property and declares that the Property and all portions thereof are and shall be held, transferred, sold, conveyed, and occupied subject to such covenants, conditions, restrictions, easements, liens, and charges set forth herein, all of which shall be binding on all parties having any right, title, or interest in the Property or any part thereof.

### ARTICLE I GENERAL

**Section 1.01 Purposes.** The purposes of this Declaration are: (a) to promote the orderly development and use of the Property; (b) to encourage the construction of quality-designed Improvements on the Property; (c) to restrict certain uses of the Property; (d) to provide for certain development and maintenance standards; and (e) to preserve the aesthetic appearance of the Property and Improvements constructed hereon.

**Section 1.02 Defined Terms.** For the purposes of this Declaration, the following words or phrases have the meanings as set forth below:

"**Applicable Law**" means any present or future law, statute, ordinance, regulation (including zoning ordinances and regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, proclamation, decree, common law, or other

requirement, ordinary or extraordinary, foreseen or unforeseen, of the federal or any state or local governmental, or any political subdivision, arbitrator, department, commission, board, bureau, agency, or instrumentality thereof, or of any court or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction, or of any other public or quasi-public authority or group, having jurisdiction over the Property, and any reciprocal easement, covenant, restriction, or other agreement, restriction, or easement of record affecting the Property as of the date of this Declaration or thereafter.

"**Assessments**" has the meaning set forth in **Section 4.01**.

"**Association**" means PARKWAY COMMONS PROPERTY ASSOCIATION, INC., a nonprofit corporation organized under the laws of the State of Mississippi, its successors, and assigns.

"**Association Documents**" means all the documents relating to the creation, regulation, operation, and administration of the Association.

"**Bad Acts**" has the meaning set forth in **Section 5.04(a)**.

"**Board**" or "**Board of Directors**" means the board of directors of the Association.

"**Building Setback**" has the meaning set forth in **Section 7.03(a)**.

"**City**" means the City of Gluckstadt.

"**Class A Members**" has the meaning set forth in **Section 3.03(a)**

"**Class B Member**" has the meaning set forth in **Section 3.03(b)**.

"**Common Area**" means all improved and unimproved areas owned by the Declarant made available for the general use, convenience, and enjoyment of the Owners and/or their customers, patrons, employees, and invitees (including, without limitation, the detention area and green space, private streets, landscaped areas) as shown on the plat of Parkway Commons or as otherwise set forth herein.

"**Common Expenses**" means any and all expenses incurred by or on behalf of the Association, as agent for the Owners, and any reasonable reserve for anticipated expenses, as reasonably determined by the Association, for: (a) the maintenance, repair, and operation of the Common Areas and the Common Facilities (defined below) for the provision of the Common Services (defined below) and; (b) performing in accordance with and as authorized in this Declaration. The maintenance, repair, and operation includes not only all labor and material necessary to keep the Common Areas and the Common Facilities in good and neat appearance and in good operating condition, but also all parts and replacement materials necessary to keep such in good appearance and operating condition and shall include, but not be limited to, replacement trees, plants, and other vegetation.

"**Common Facilities**" means all improvements, landscaping and equipment located on or in the Common Area or used by the Association in connection with the repair, maintenance, or operation of the Common Areas or in providing the Common Services.

"**Common Services**" means services provided by Declarant for the common benefit of the Owners or, on establishment of the Association, services provided for the common benefit of the Owners as directed by the Association.

"**Concept Plan Phase**" has the meaning set forth in Section 6.03(c).

"**Conversion Date**" means the earlier of: (a) the date on which Declarant and all affiliates of Declarant own in the aggregate less than twenty percent (20%) of the lots comprising the Property; or (b) the date Declarant voluntarily terminates its Class B Member status by recording a written notice of such termination in the real property records of Madison County, Mississippi. For purposes of this definition, affiliates include any Person owned or controlled by Declarant, by any partner of Declarant, or by any Person owning or controlling any partner of Declarant.

"**Conversion Year**" has the meaning set forth in Section 4.02.

"**County**" means the County of Madison.

"**Declarant**" has the meaning set forth in the Preamble, together with its successors and assigns, to whom rights and powers reserved herein to Declarant expressly are conveyed or assigned by operation of law.

"**Declaration**" means this Declaration of Covenants, Conditions, and Restrictions for PARKWAY COMMONS, and all amendments thereto filed for record in the office of the County Clerk of Madison County, Mississippi.

"**Default Interest Rate**" means the lesser of twelve percent (12%) *per annum* or the maximum allowable contract rate of interest under law then in effect in the State.

"**Development Guidelines**" means those guidelines adopted by the Board in accordance with Section 5.02(t) of this Declaration.

"**DRB**" has the meaning afforded same in Section 6.01 hereof.

"**Effective Date**" has the meaning set forth in Section 10.03(b).

"**Environmental Laws**" has the meaning set forth in Section 7.14(a).

"**Final Plans Review**" has the meaning set forth in Section 6.03(e).

"**Front Yard Setbacks**" means a Paving Setback (defined below) and a Building Setback (defined below) within which building is prohibited and consists of the distance from the right-of-way line of the Street contiguous to each Site (defined below).



**"Governmental Entity"** or **"Governmental Entities"** means the City, the County, the State (defined below), and any agency or department thereof and the United States of America and any agency or department thereof.

**"Hazardous Substances"** has the meaning set forth in **Section 7.14(a)**.

**"Improvement"** or **"Improvements"** means any and all changes to the Property, from initial construction through later construction or maintenance, which are intended to be temporary or permanent in nature (other than changes made during a period of construction which will be removed when the period is complete), including, but not limited to, new Structures, changes to building exteriors and exterior roofs, parking areas, loading areas, vehicle circulation lanes and parking, exterior lighting, sculptures, sidewalks, fences, walls, railings, ramps, stairways, storage shelters, decks, awnings, Landscaping (defined below), poles, antennae, signs, any public or private utility lines, pipes, sewers, ducts, chutes, conduits, wires, grading, excavation, fill work, changes in exterior color or shape, glazing or reglazing of exterior windows, and any new exterior construction or exterior Improvement which may not be included in any of the foregoing. Improvements include both original improvements and all later changes and improvements, and include any installation, construction, remodeling, replacement, refinishing, addition, or alteration of any of the foregoing.

**"Loss"** or **"Losses"** has the meaning set forth in **Section 5.04(b)**.

**"Lot"** or **"Lots"** means any parcel of land shown on any recorded plat of the Property together with Improvements thereon, with the exception of the Common Area.

**"Majority Vote of the Members"** has the meaning set forth in **Section 3.04**.

**"Member Owner"** or **"Member Owners"** means each and every Owner, including Declarant, who qualifies for membership in the Association. Member Owner and Member Owners does not include any Non-Member Owner (defined below).

**"Member in Good Standing"** has the meaning set forth in **Section 3.02**.

**"Members of the DRB"** has the meaning set forth in **Section 6.01**.

**"Non-Member Owner"** or **"Non-Member Owners"** has the meaning set forth in **Section 3.01**.

**"Notice of Unpaid Assessments"** has the meaning set forth in **Section 4.08**.

**"Owner"** or **"Owners"** means one or more Persons (excluding the Association) who alone or collectively are the record owner of any parcel of land within the Property but excluding any Person who holds a lien in any parcel of land within the Property merely as security for the performance of an obligation. Owner or Owners includes every Non-Member Owner.

**"Paving Setback"** has the meaning set forth in **Section 7.03(a)**.

"Person" or "Persons" means any individual, corporation, partnership, firm, trustee, or other legal entity, and all respective heirs, successor, and assigns.

"Plans" means any or all concept design plans, preliminary plans, and final plans for an Improvement proposed to be constructed or installed on a Site.

"Preliminary Plans Review" has the meaning set forth in Section 6.03(d).

"Property" has the meaning set forth in the Recitals. The term Property shall include such additional tracts that, from time to time, are subjected to the provisions of this Declaration and shall not include any tracts that, from time to time, are withdrawn as provided under this Declaration.

"Quorum" has the meaning set forth in Section 3.04.

"Regular Assessment" has the meaning set forth in Section 4.02.

"Restrictions" means all conditions, covenants, restrictions, easements, charges, liens, and other obligations created by or imposed on the Property or any Owner by this Declaration.

"Side and Rear Setbacks" means a Paving Setback and a Building Setback within which building is prohibited and consists of the distance from the boundary line of a Site where the side or rear of the Site is not abutting a Street.

"Site" means a boundary of a Lot owned by an Owner.

"Special Member Assessment" has the meaning set forth in Section 4.04.

"Special Purpose Assessment" has the meaning set forth in Section 4.03.

"Special Vote of the Class A Members" has the meaning set forth in Section 3.04.

"State" means the State of Mississippi.

"Street" or "Streets" means any land located within an easement or a right-of-way in or adjacent to the Property now or at any time hereafter dedicated to any Governmental Entity for public use as a roadway for motor vehicles.

"Structure" or "Structures" means any object or thing the placement of which may affect the appearance of any Lot, including, but not limited to, any building, outbuildings, garage, porch, shed, deck, fence, curbing, paving, landscaping, or any other temporary or permanent Improvement to such Lot.

"Unpaved Right-of-Way" means medians in Streets and the portion of a Street between the outside edge of the Street pavement (or curbs if curbs are installed) and the right-of-way line of the Street.

**Section 1.03 Property.** The Property from and after the date hereof shall be held, conveyed, hypothecated, encumbered, leased, occupied, built on, or

otherwise used, improved, or transferred, in whole or in part, subject to this Declaration, as same may be amended or supplemented from time to time or at any time. All Property and any right, title, or interest thereto shall be owned, held, leased, sold, and conveyed by Declarant, and any subsequent Owner, tenant, or other occupant subject to this Declaration and the Restrictions. Each Owner, tenant, or other occupant of any portion of the Property, by the acceptance of a deed, lease, or other conveyance or transfer of any interest in the Property or any portion thereof, shall be deemed to have covenanted and agreed to be bound by the provisions of this Declaration.

**Section 1.04 Purpose of the Association.** The Association shall have and exercise the rights and shall perform the functions of the Association for the benefit of, and as agent for, the Owners as set forth in this Declaration. After the Conversion Date, the Association shall be responsible for administering and enforcing the standards and controls set forth in this Declaration and shall perform its functions in accordance with this Declaration and Applicable Law.

**ARTICLE II  
DESIGNATION OF LOTS, STREETS, AND ZONING**

**Section 2.01 Designation of Lots.** Declarant shall subdivide the Property owned by Declarant, without the necessity of the joinder of any other Person, into platted Lots, as shown on the plat for Parkway Commons recorded in the land records of the office of the Chancery Clerk of Madison County, Mississippi.

**Section 2.02 Designation of Streets.** Declarant shall have the right and power, from time to time, to dedicate, designate, reserve, or convey fee simple title to, or grant easements for, Streets in portions of the Property owned by Declarant. The provisions of this Declaration shall be subordinate to the rights of the City in such dedicated Streets. No Owner other than Declarant shall have the right to dedicate, designate, reserve, convey fee simple title, or grant easements for any Street on any portion of the Property owned by such Owner unless such action is approved in writing by Declarant before the Conversion Date or by the Board after the Conversion Date. This provision does not restrict any Owner from installing private roadways for its own use within its own Site in compliance with the provisions of this Declaration.

**Section 2.03 Zoning.** Declarant shall have the right and power, from time to time, to change the zoning of any portion of the Property owned by Declarant in such manner as Declarant deems appropriate for the overall development of the Property. No Owner other than Declarant shall apply for any change in zoning of any portion of the Property owned by such Owner unless such zoning change is approved in writing by Declarant before the Conversion Date or by the Board after the Conversion Date.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 3.01 Membership.** Membership in the Association is appurtenant to, and cannot be separated from, ownership of a Lot in the Property by an Owner, other than a Non-Member Owner. A "**Non-Member Owner**" or "**Non-Member Owners**" means: (a) the City, which shall not be considered a Member Owner during the time that it owns Streets, public utility easements, drainage easements, or parcels used solely for a fire or police station or public park, unless the City agrees in writing to become a Member Owner; and (b) any public utility company, which shall not be considered a Member Owner during such time that it owns a utility easement. Membership in the Association shall terminate automatically whenever a Member Owner stops being an Owner, except that such termination shall not release or relieve such Owner from any liability or obligation arising under this Declaration during its period of ownership. Any transfer of title to any parcel in the Property shall operate automatically to transfer (or, in cases of transfer by a Non-Member Owner, to vest) membership in the Association appurtenant to such parcel to the new Owner, unless such new Owner is a Non-Member Owner.

**Section 3.02 Member in Good Standing.** A Member Owner shall be a "**Member in Good Standing**" and eligible to vote if such Member Owner:

- (a) Has, at least ten (10) days before the taking of any vote by the Association, fully paid all Assessments (defined below) or other charges levied by the Association, as such Assessments of charges are provided for hereunder;
- (b) Does not have a Notice of Unpaid Assessments (defined below) filed by the Association against the Lot owned by such Member Owner; and
- (c) Has discharged all other obligations to the Association as may be required of a Member Owner hereunder or under the Association Documents.

The Board shall have sole authority for determining the good standing status of any Member Owner at any time and shall make such determination with respect to all Member Owners before the Association takes a vote on any matter. The Board shall have the right and authority, in its sole discretion, to waive the ten (10)-day prior payment requirement and require only that such payment be made at any time before such vote is taken if the Board determines, in its reasonable judgment, that extenuating circumstances exist which have prevented prior payment. Any Member Owner not conforming with the provisions of this Section 3.02 shall be declared by the Board not to be a Member in Good Standing and shall not be entitled to vote on matters before the Association until the Member Owner attains Member in Good Standing status as so declared by the Board.

**Section 3.03 Classes of Voting Members.** The Association shall have two (2) classes of voting membership:

(a) Class A. "**Class A Members**" shall be all Member Owners, including Declarant. Class A Members have one (1) vote for each Lot in the owned by such Member Owners as of the date of the notice of the meeting at which such vote will be cast. If any Lot is owned by more than one (1) Member Owner, the number of votes attributable to such Lot shall be the same number of votes as if there were only one (1) Owner of such Lot, and the votes attributable to such Lot may be cast only if all the Owners owning such Lot, before the time of the vote in question, have delivered to the Association a written agreement about how such votes are to be cast or a written designation of one (1) of such Owners to cast the votes attributable to such Lot. Any Member Owner who is not an individual must designate a representative to act for such Member Owner in Association matters and to cast votes for such Member Owner, such designation to be made in writing to the Board. A Member Owner may delegate its right to vote to any tenant occupying its Lot provided such delegation is made in writing and is delivered to the Board.

(b) Class B. The only "**Class B Member**" shall be Declarant. The Class B Member has votes equal to one hundred and one percent (101%) of the aggregate of all votes eligible to be cast by Class A Members; provided, however, the Class B membership shall stop on the Conversion Date, and Declarant thereafter shall only be a Class A Member for so long as it owns any portion of the Property.

**Section 3.04 Quorum, Voting, and Notices.** Member Owners holding sixty percent (60%) of the aggregate votes entitled to be cast by Class A Members in Good Standing, represented at a meeting of the Member Owners in person or by a legitimate proxy in a form approved by the Board, shall constitute a quorum for voting on matters brought before the Member Owners at meetings called by the Board (a "**Quorum**"). The vote of Members in Good Standing (including all Class A Members and the Class B Member) holding, in the aggregate, a majority of the votes entitled to be cast by the Members in Good Standing present or voting by legitimate proxy at a called meeting at which a Quorum is present (the "**Majority Vote of the Members**") shall be the act of the Member Owners. Notice requirements for all actions proposed to be taken by the Association which require a vote approval by the Member Owners shall be given as set forth in the Association Documents, as such may be amended from time to time. The term "**Special Vote of the Class A Members**" used herein, means, at the time such vote will be taken, the written consent of Declarant (until the Conversion Date) plus the vote of Class A Members in Good Standing (including Declarant) holding, in the aggregate two-thirds of the votes eligible to be cast by all Class A Members in Good Standing (including Declarant) present or voting by legitimate proxy at a called meeting at which a Quorum is present.

**ARTICLE IV  
ASSESSMENTS**

**Section 4.01 Covenants for Assessments.** Upon taking title to a Lot, each Owner of a Lot within the Property, by acceptance of a deed or other conveyance or transfer of legal title to the Property or any portion thereof, whether

or not it shall be so expressed in any such deed, shall pay to the Association, or such other independent entity or agency which may be designated by the Association to receive such amounts, the following assessments (collectively, "**Assessments**"):

- (a) Regular Assessment as provided for in Section 4.02 below;
- (b) Special Purpose Assessment as provided for in Section 4.03 below; and
- (c) Special Member Assessment as provided in Section 4.04 below.

All Assessments shall remain the property of the Owner making such payment and shall be expended by the Association on behalf of all Owners only for the specified purposes provided in this Declaration. No profit, gain, or other benefit will be derived by the Association from the Assessments, but, instead, such funds shall be expended as agent for the Owners. All services contemplated to be paid from Assessments shall be obtained by the Association on behalf of the Owners. On termination of the Association, all Assessments held at that time by the Association shall be allocated and returned to the Owners in the same matter as votes are allocated among Class A Members as provided in Section 3.03(a) above.

**Section 4.02 Regular Assessments.** A "**Regular Assessment**" shall be determined, assessed, and expended on a recurring calendar year basis, which shall be the fiscal year of the Association; provided, however, a Regular Assessment may be assessed and expended for the partial year from the date of this Declaration through December. A Regular Assessment shall be used for the payment of Common Expenses and other expenses incurred by the Association or the Board on behalf of the Owners as authorized in this Declaration (exclusive of the expenses referenced in Section 4.04 below). A Regular Assessment from the date of this Declaration through December 31 of the first year shall be set by the Board as the Board deems reasonably necessary to pay applicable expenses for such partial year. Thereafter, for the year following and each year thereafter while this Declaration is in force, the Board shall set the amount of the Regular Assessment to be levied for the next calendar year; taking into consideration Common Expenses for the then current year, expected increases in such expenses during the next year, a contingency amount and an optional reserve fund contribution. The Regular Assessment for each other calendar year shall be set by the Board on or about November 15 of the preceding year or as soon thereafter as such determination reasonably can be made by the Board. The Regular Assessment shall be allocated among all Owners (including Declarant) in the same manner as votes are allocated among Class A Members as provided in Section 3.03(a) above. Should any surplus exist at the end of any year, the Board shall reduce the amount required for the next year's Regular Assessment by an amount equal to such surplus.

**Section 4.03 Special Purpose Assessment.** The Board may, from time to time, levy for any calendar year, applicable to that year (or initial partial year, if applicable) only, a "**Special Purpose Assessment**" for the purpose of paying any unanticipated expense that normally would have been paid out of a Regular Assessment which was not included in that year's budget for the Regular

Assessment. Such a Special Purpose Assessment shall be allocated among Owners (including Declarant) in the same manner as the Regular Assessment is allocated among the Owners.

**Section 4.04 Special Member Assessment.** The Board may levy a "Special Member Assessment" on any Owner to the extent any directly related insurance proceeds paid to the Association are insufficient to pay all costs for:

(a) Any damage or Loss (defined below) requiring maintenance, repairs, or replacement of Common Areas or Common Facilities, which damage or Loss has been reasonably determined by the Board to have been caused, either directly or indirectly, by the acts of such Owner, or its agent, employee, occupant, tenant, or visitor; or

(b) Reimbursing the Association for any and all direct or indirect costs incurred by the Association for the maintenance, repair, or replacement of Common Areas or Common Facilities that such Owner fails to repair, maintain, or replace as required by the provisions of this Declaration, provided such Owner fails to correct such deficiency within seven (7) days after written notice thereof is given to such Owner by the Board (or in cases where such deficiency cannot reasonably be corrected within seven (7) days, within a reasonable period of time necessary to correct such deficiency if the Owner begins corrective work within such seven (7)-day period and thereafter proceeds diligently to complete such corrective work).

**Section 4.05 Due Date of Assessment.** The Regular Assessment provided for herein shall be payable annually within thirty (30) days after an invoice is delivered by the Association to an Owner; provided, however, the Board shall have the right to require payment of a Regular Assessment at other intervals if it deems appropriate (such as monthly, quarterly, etc. The due date of any Assessment under Section 4.03 or Section 4.04 shall be fixed in the notice to the Owner or Owners providing for such Assessment but will not be sooner than thirty (30) days after the date such notice is delivered.

**Section 4.06 Personal Obligation for Payment of Assessments.** The Assessments provided for herein shall be the personal or corporate debt of the Owner of the portion of the Property with respect to which such Assessment is made. No Owner, for any reason, may exempt itself from liability for Assessments. If any Assessment or part thereof is not paid when due, the Owner or Owners of such property shall be obligated to pay interest on such unpaid Assessment from such due date at the Default Interest Rate together with all costs and expenses of collection thereof, including, but not limited to, reasonable attorneys' fees. The Board shall have the right to reject any partial payment of any Assessment and demand full payment thereof, or the Board may, in its sole discretion, elect to accept any such partial payment on account only, without in so doing waiving any rights established hereunder with respect to any remaining balance due. The obligation of any Owner to pay an Assessment with respect to a Lot made for any period of time that an Owner owns the Lot shall remain its personal or corporate obligation, as the case may be (notwithstanding any future sale or conveyance of its Lot), and shall not

pass to unrelated third-party purchasers of such property or portion thereof unless expressly assumed by such purchaser. However, the lien for any unpaid Assessments shall be unaffected by any sale or assignment of full or partial ownership interest in such property affected thereby, or portion thereof, and shall continue in full force and effect. In the event of full or partial sale of an ownership interest in any portion of the Property, it shall be the obligation of the then Owner of such interest to disclose to any purchaser, assignee, title company designated to handle such transaction, financing entity, or other party to such sale any unpaid Assessments. A former Owner shall not be liable for the Assessments made with respect to a Lot after it is no longer the Owner of such Lot.

**Section 4.07 Assessment Lien.** ALL SUMS ASSESSED IN THE MANNER PROVIDED FOR IN THIS ARTICLE IV, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT INTEREST RATE AND THE COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ARE SECURED BY A CONTINUING CONTRACTUAL LIEN AND CHARGE ON THE PROPERTY COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH PROPERTY AND THE OWNER THEREOF AND ITS HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES, AND ASSIGNEES. The aforesaid continuing contractual lien shall attach to the Property as of the date of the recording of this Declaration and shall be superior to all liens other than: (a) a deed of trust or mortgage constituting a lien on the land of an Owner and (b) the lien securing real estate taxes; provided, however, the types of liens referenced in (a) above shall be inferior and subordinate to the lien securing the obligation to pay Assessments if the Association records a Notice of Unpaid Assessments before the date of such other lien. Except for a conveyance to a purchaser at a foreclosure sale pursuant to a lien to which the Assessment lien is subordinate as provided above, all Lots within the Property are conveyed to and accepted and held by the Owner thereof subject to any Assessment lien provided for in this Section 4.07.

**Section 4.08 Notice of Unpaid Assessment.** To evidence any unpaid Assessments, the Association may prepare a written notice of unpaid Assessments (the "Notice of Unpaid Assessments") setting forth the amount of the unpaid indebtedness, the Owner's name, and a property description. Such notice shall be signed by one of the officers of the Association and shall be recorded in the real property records of the County. The Association shall record an appropriate release of any recorded Notice of Unpaid Assessments when the amounts referenced have been paid in full.

**Section 4.09 Foreclosures of Assessment Liens.** AFTER RECORDING A NOTICE OF UNPAID ASSESSMENTS, THE LIEN FOR PAYMENT OF ASSESSMENTS MAY BE ENFORCED BY FORECLOSURE OF THE LIEN UPON THE DEFAULTING OWNER'S PROPERTY BY THE ASSOCIATION EITHER BY JUDICIAL OR NONJUDICIAL FORECLOSURE THROUGH A PUBLIC SALE IN LIKE MANNER AS A MORTGAGE OR DEED OF TRUST ON REAL PROPERTY IN ACCORDANCE WITH THE APPLICABLE LAW, AS



SUCH MAY BE REVISED, AMENDED, SUPPLEMENTED, OR REPLACED FROM TIME TO TIME. The Association may also file suit against the Owner personally to obtain a judgment for unpaid Assessments. In any foreclosure proceeding, whether judicial or nonjudicial, or in any other suit against the Owner, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred by the Association. The Association shall have the right and power to purchase the Property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. On the written request of any mortgagee holding a lien on any part of the Property, the Association shall provide a copy of the Notice of Unpaid Assessments to said mortgagee.

**Section 4.10 Certificate.** Within twenty (20) days of the Association's receipt of a written request by an Owner, the Association shall furnish a certificate setting forth any unpaid Assessments owed by an Owner or that none are due and owing.

**ARTICLE V  
ASSOCIATION BOARD OF DIRECTORS**

**Section 5.01 Creation of Board.** The Association shall be governed by the Board elected by a Majority Vote of the Members. The size and composition of the Board, its method of election, and its duties and authorities shall be as provided in the Association Documents and this Declaration, except that all members of the Board shall be Owners or employees, agents, or officers of Owners. The Board shall exist and function solely for the benefit of the Property, the Association, and the Members.

**Section 5.02 Use of Assessment.** Subject to the provisions of Section 7.01 below, the Board shall be responsible for setting, collecting, and disbursing Assessments. In general, the Board is empowered to cause the Association, among other things permitted herein or in the Association's governing documents, to take the following actions and to expend Assessment funds for the following purposes:

- (a) To pay Common Expenses;
- (b) To employ contractors to maintain and repair Streets and utilities, but only to the extent that the City (or other responsible Governmental Entity) or appropriate utility company fails to do so in a manner deemed appropriate in the judgment of the Board;
- (c) To employ independent consultants or independent contractors to manage daily operations of the Association; provided, however, neither the directors of the Association nor Members of the DRB (defined below) shall be paid any salary or other compensation for serving in such capacity;

(d) To employ legal, accounting, engineering, architectural, and other independent professional services, including, but not limited to, any services needed for architectural review of any plans for the construction of Improvements on a Site;

(e) To purchase a policy or policies of insurance insuring the Declarant, the Association, and the Board, and the DRB against any liability to the public or to the Owners (and/or visitors or occupants) incident to operation of the Association or the DRB;

(f) To pay for materials, supplies, services, maintenance, repairs, alterations, insurance, and *ad valorem* and other taxes on Property owned by the Association or in which the Association has an interest;

(g) To pay general and administrative expenses which, in the opinion of the Board, shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration, including, but not limited to, reasonable expenses of the DRB;

(h) To pay costs incurred in the exercise and performance by the Board or the Association of any of their authorities, duties, or rights set forth in or incidental to this Declaration;

(i) To agree or contract for: (i) insurance coverage for Common Areas and the Common Facilities; (ii) utility consumption and services matters necessary for the operation of the Common Areas and the Common Facilities and the provision and operation of the Common Services; (iii) maintenance, repair, and operation of Common Areas, the Unpaved Right-of-Way, and the Common Facilities; (iv) design, engineering, and other consultant contracts; and (v) goods and services;

(j) To determine the Common Services that should be obtained by the Association for the benefit of the Owners;

(k) To designate Common Areas and Common Facilities not listed in Section 1.02;

(l) To borrow funds to pay any costs of operation, secured by assignment or pledge of Assessments, as the Board may determine to be necessary and appropriate in accordance with this Declaration;

(m) To sue or to defend in any court of law on behalf of the Association, the DRB, the Board, or any Board member any matter related to or described in this Declaration;

(n) To make, or cause to be made, any tax returns, reports, or other filings required by federal, state, or local governmental authorities;

(o) To make available to each Owner within ninety (90) days after the end of any Association fiscal year a written annual report on financial affairs of the Association for the preceding year.

(p) To adjust the amount of, collect, and use any insurance proceeds to repair or replace any damaged or lost property or to reimburse Persons entitled to receive reimbursement for injury, damage, or Loss, and, if said insurance proceeds are insufficient to provide full reimbursement as may be required, the Board may act to collect funds through a Special Purpose Assessment or a Special Member Assessment, whichever is applicable;

(q) To promulgate Development Guidelines (the "**Development Guidelines**") to serve as a guide for Owners in the planning and construction of Improvements and as a guide for the DRB in reviewing and approving or disapproving plans and specifications for Improvements and to revise such from time to time as the Board, in its discretion, deems appropriate, with copies of revisions to be furnished to all Owners. The Development Guidelines shall not contain any provisions that: (i) conflict with the provisions of this Declaration; (ii) attempt to prohibit uses that comply with Section 7.01(a) below and are not prohibited by Section 7.02 below; or (iii) restrict or diminish rights of Owners as specifically provided in this Declaration;

(r) To enforce the provisions of this Declaration and the Development Guidelines and to enjoin actions or seek damages and/or remedial action from any Owner for violation of this Declaration or the Development Guidelines, which right shall include, but is not limited to, the right, but not the obligation, to enter onto any part of the Property to perform obligations of the Owner thereof who has failed to do so in accordance with the provisions of this Declaration or the Development Guidelines;

(s) To maintain books and records with respect to all aspects of the operations of the Association and to levy, collect, receive, administer, expend, and dispose of all Assessments and other funds held by the Association in accordance with sound accounting practices (that separately reflect all Association reserve funds), and to permit any Owner (or a Person designated by such Owner in writing) to inspect, copy, and audit the same on reasonable notice during normal business hours at an office of the Association or the Declarant located in Madison County, Mississippi;

(t) To appoint Members of the DRB as described in Section 6.01 below;

(u) To own fee simple title or an easement interest to the Common Areas and any other areas determined by the Board to be appropriate;

(v) To promulgate reasonable rules governing the use of the Common Areas, the Common Facilities, and the Common Services; and

(w) To have all the powers necessary or incidental as may be required to perform such other duties and functions as are necessary for prudent operation and management of the Association.

The Association shall have the right to perform such other functions, and to use Regular Assessment and Special Purpose Assessment funds to pay the cost thereof, to the extent that a Special Vote of the Class A Members approves such other functions and services. In addition to expending Regular Assessment and Special Purpose Assessment funds for the aforementioned purposes, the Board also is permitted to spend funds collected through a Special Member Assessment for those purposes set forth in Section 4.04.

**Section 5.03 Affiliated Contracts.** The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Owner, including, without limitation, Declarant, for performance of services which the Association is obligated or authorized to obtain or provide, such contracts to be at competitive rates then prevailing for such services and on such other terms and conditions, and for such consideration as the Board may deem advisable and in the best interest of the Association if the level of service received is consistent with that available from third parties.

**Section 5.04 Limitation of Liability and Indemnification.**

(a) **Limitation of Liability.** No Member Owner, Non-Member Owner, director, officer, or representative of the Association shall be personally liable for debts, expenses, losses, or liabilities of the Association. The Members of the DRB, the Board members, and the officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual gross negligence, willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts, and approval of actions that violate the provisions of Section 7.01(b) below or the Association Documents ("**Bad Acts**"). Such Members of the DRB, Board members, and officers of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association. The Association shall have the right to purchase and maintain, as a Common Expense, directors' and officers' liability insurance on behalf of any Member Owner who is or was a Board member or officer of the Association or DRB against any liability asserted against it and incurred by it in such capacity, or arising out of its status as such.

(b) **Indemnification.** The Association, as a Common Expense of the Association, shall indemnify, defend, save, and hold harmless such Board members and officers of the Association from any and all debts, expenses, losses, and liabilities including court costs and reasonable attorneys' fees incurred by or imposed in connection with such proceeding ("**Loss**" or "**Losses**") to others on account of any such contract or commitment (to the extent not covered by insurance proceeds). In addition, each Board member and each officer of the Association shall be indemnified, defended, saved, and held harmless by the Association, as a Common Expense of the Association, from any Loss to others (to the extent not covered by insurance proceeds) by reason of having served as such Board member or as such officer and against all Losses incurred at the time it was a Board member or officer, subject to any provisions regarding indemnity contained in the Association Documents, except in cases wherein the Loss or Losses arise from a proceeding in which such Board member or such officer is adjudicated guilty of Bad Acts (THIS INDEMNITY IS INTENDED TO AND DOES COVER LIABILITIES

RESULTING FROM THE NEGLIGENCE OF THE BOARD MEMBERS OR THE OFFICERS OF THE ASSOCIATION). In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which a Board member or officer, or former Board member or officer, may be entitled.

**Section 5.05 Insurance.** The Association shall carry and maintain, to the extent such coverage is reasonably available as determined by the Board, liability insurance with policy limits of at least \$1,000,000 covering occurrences in the Common Areas or as the result of the operation of Common Services or Common Facilities. At the Association's discretion, the Association, acting through the Board, shall have the right to purchase, carry, and maintain in full force and effect (to the extent same is available): (a) property and general liability insurance covering any employees and any and all portions of the Common Areas, and any Improvements thereon or appurtenant thereto, and covering the Common Facilities and Common Services for the interest of the Association, the Board, employees, agents, or officers, and of all Member Owners, in such coverage and amounts and with such endorsements as shall be considered by the Board, in its sole discretion, to be reasonable; and (b) errors and omissions insurance for the Board, officers of the Association, and the DRB. The Board shall carry such insurance at such limits of coverage and with financially sound companies licensed to do business in the State as the Board deems appropriate. Should insurance proceeds be insufficient to fully reimburse any Loss or damage, the Association may levy a Special Purpose Assessment or a Special Member Assessment, whichever is applicable, to cover such deficiency.

**ARTICLE VI  
DEVELOPMENT REVIEW BOARD**

**Section 6.01 Creation of Development Review Board.** The Association shall establish and maintain a Development Review Board (the "DRB") consisting of not fewer than two Persons appointed by the Board (the "**Members of the DRB**"). At least two (2) Members of the DRB shall be Owners or employees, agents, or officers of Owners. Until the Conversion Date, the appointment of the Members of the DRB must be approved by Declarant, and any or all Members of the DRB may be removed by Declarant with or without cause. After the Conversion Date, the Board shall have the exclusive right and authority at any time, and from time to time thereafter, to create and fill vacancies on the DRB and to remove Members of the DRB with or without cause.

**Section 6.02 Function of Development Review Board.** A function of the DRB is to review and approve or disapprove plans and specifications for Improvements proposed to be installed or modified on portions of the Property. **NO IMPROVEMENTS SHALL BE ERECTED, CONSTRUCTED, PLACED, ALTERED, REMODELED, DEMOLISHED, OR PERMITTED TO REMAIN ON**

SUCH PORTION OF THE PROPERTY UNTIL PLANS AND SPECIFICATIONS, IN SUCH FORM AND DETAIL AS THE DRB MAY DEEM REASONABLY NECESSARY, SHALL HAVE BEEN SUBMITTED TO THE DRB AND APPROVED BY IT IN WRITING. The Board, from time to time, may establish and revise a standard review fee which must be paid by an Owner at the time plans are submitted for review. The DRB shall have the authority to select and employ professional consultants to assist it in fulfilling its duties if the DRB determines that it does not have sufficient expertise or time to review any submitted plans, the cost of such consultants to be paid by the Owner of the Site for which plans and specifications have been submitted for approval, which cost shall be in addition to any review fee as referenced above. The process of reviewing and approving plans and specifications is one which of necessity requires that the DRB make subjective judgments on items for which specific standards or guidelines are not expressly set forth in this Declaration or the Development Guidelines. The DRB is given full power and authority to make any such subjective judgments and to interpret the intent and provisions of this Declaration and the Development Guidelines in such manner and with such results as the DRB, in its sole discretion, may deem appropriate. In the absence of final adjudication by a court of competent jurisdiction that the DRB has abused its discretion, any action by the DRB shall be final and conclusive. While the Development Guidelines are intended as a general guide for development within the Property, the DRB shall have the right to grant variances from the Development Guidelines as it, in its sole but reasonable judgment, deems appropriate; provided, however, such variances may not be used to allow violations of this Declaration. The DRB shall have the sole discretion to determine whether plans and specifications submitted to it for approval are acceptable, and the DRB shall be entitled and empowered to enjoin or remove (or cause the Association to remove) any construction undertaken in accordance with plans and specifications that have not been approved in writing by the DRB. Improvements for which DRB approval is required are to be constructed per the Development Guidelines in existence as of the date the preliminary plans were submitted to the DRB for approval. Changes to the Development Guidelines shall not necessarily require changes in construction of plans previously approved or disapproved by the DRB. THE RIGHTS AND POWERS OF THE DRB UNDER THIS ARTICLE VI ARE SUBJECT TO THE PROVISIONS OF SECTION 7.01(b) BELOW.

**Section 6.03 Plans and Specifications.**

(a) The DRB shall have the right to disapprove any submitted plans that are not in compliance with this Declaration and the Development Guidelines, if they are incomplete or if the DRB determines that such plans are deficient from an engineering or design standpoint. The DRB may base its approval or disapproval on, among other things:

(i) Architectural character of all proposed Improvements, taking into consideration the aesthetic quality of any Structures with respect to height, form, proportion, volume, siting, exterior materials, and roofing materials (type, scale,

texture, color, and durability), proposed quality of workmanship, and the appearance of the Improvements from the air;

- (ii) Adequacy of Site dimensions for the proposed Improvements;
- (iii) Conformity and harmony of external design with Improvements on neighboring Sites and types of operations and uses thereof;
- (iv) Relation to topography, grade, and finish ground elevations to that of neighboring Sites;
- (v) Effect of the Improvements on aircraft navigation or communication and communication or navigation aids or equipment;
- (vi) Screening of mechanical and other installations;
- (vii) Functional appropriateness with respect to vehicle handling, pedestrian circulation, siting of buildings (both in relationship to one another and in relationship to buildings, existing or proposed, located on other Sites), drainage, utility service systems, and lighting;
- (viii) Extent and quality of landscaped areas;
- (ix) Exterior signage; or
- (x) Compliance with the purpose and general plan, intent, and provisions of this Declaration and the Development Guidelines.

The DRB shall be available on a reasonable basis, on reasonable request of an Owner, to meet with an Owner and/or its representatives to discuss and answer questions concerning proposed Improvements and their compliance with this Declaration and the Development Guidelines.

- (b) The development review process consists of three (3) phases:
  - (i) The Concept Plan Phase as provided for in Section 6.03(c) below;
  - (ii) The Preliminary Plans Review as provided for in Section 6.03(d) below; and
  - (iii) The Final Plans Review as provided for in Section 6.03(e) below.

(c) The Owner shall present to the DRB its concept design plan for the Improvements proposed to be constructed or installed on its Site and the DRB may communicate to the Owner any specific development requirements for the Owner's Site (the "**Concept Plan Phase**"). The concept design plan submitted by the Owner shall provide and show all information specified and required in the Development Guidelines. The DRB must approve in writing the Owner's design concept before the DRB will

accept the Owner's submission for Preliminary Plans Review (defined below). THIS CONCEPT DESIGN PHASE SHALL OCCUR AS EARLY AS POSSIBLE. A PRIMARY PURPOSE OF THE CONCEPT DESIGN PHASE IS TO IDENTIFY ANY GENERAL DESIGN ASPECTS OF THE PROPOSED IMPROVEMENTS THAT ARE UNACCEPTABLE TO THE DRB BEFORE THE OWNER HAS INCURRED SUBSTANTIAL DESIGN AND ENGINEERING COSTS.

(d) Based on the design concept approved by the DRB during the Concept Plan Phase, the Owner shall submit to the DRB its preliminary plans for the proposed Improvements on its Site for review by the DRB (the "**Preliminary Plans Review**"). At this stage, such plans shall provide and show all the information, drawings, and data specified and required in the Development Guidelines and such other information as may be reasonably requested or required by the DRB. The DRB must approve in writing the Owner's preliminary plans for such Improvements before the DRB will accept the Owner's submission for Final Plans Review (defined below).

(e) Based on the preliminary plans approved by the DRB, the Owner shall submit to the DRB its final plans and specifications for the proposed Improvements on its Site for final review by the DRB (the "**Final Plans Review**"). At such stage, plans and specifications shall be prepared by an architect, professional engineer, landscape architect, and land surveyor (as appropriate) registered under the Applicable Law, bearing the signature, seal, and certification of such architect, professional engineer, landscape architect, and land surveyor and shall provide and show all the information, drawings, and data specified and required in the Development Guidelines and such other information as may be reasonably requested or required by the DRB. The plans shall be accompanied by the written certification by the Owner's architect that the Improvements comply with the provisions of the Development Guidelines and this Declaration. If any of the plans or specifications that are submitted for Final Plans Review do not comply with this Declaration or the Development Guidelines, the Owner's architect, in such certificate, shall specify and explain any noncompliance.

(f) At the request of an Owner, the DRB shall complete an expedited review of plans for phased or "fast-track" construction to determine if the Owner is eligible for expedited approval of plans. Before obtaining written approval in the Concept Plan Phase, the Preliminary Plans Review, or the Final Plans Review, the Owner may submit plans and specifications prepared by an architect, professional engineer, landscape architect, and land surveyor (as appropriate) registered under the Applicable Law, bearing the signature, seal, and certification of such architect, professional engineer, landscape architect, and land surveyor together with all the information, drawings, and data specified and required in the Development Guidelines. The plans shall be accompanied by the written certification by the Owner's architect that the Improvements comply with the provisions of the Development Guidelines and this Declaration. The DRB must approve in writing the Owner's plans. On approval, the Owner's plans no longer need to undergo review in the Concept Plan Phase, the Preliminary Plans Review, or the Final Review. A request for such expedited review of plans shall be at the risk of such Owner because the DRB shall have the right to withhold further approvals or to withdraw its approval of plans previously submitted if later plans for further construction



on such Site result in such previously approved Improvements no longer being in substantial compliance with this Declaration or the Development Guidelines or being consistent in all material respects with plans for the Site previously approved by the DRB. In such event, the Owner shall modify any such previously constructed Improvements as may be required by the DRB.

(g) Approval of plans and specifications shall be based on a determination by the DRB whether or not, in its reasonable judgment such plans and specifications adequately meet objectives established for the Property's aesthetic quality, as well as meeting the requirements created by this Declaration and the Development Guidelines. The DRB shall notify the Owner of the DRB's disapproval of any portion of the plans or other submissions and shall give the reasons for such disapproval. Approval of any plans and specifications for certain Improvements shall not be deemed a waiver of the DRB's right, in its reasonable discretion, to disapprove similar plans and specifications, or any of the features or elements included, for any other Improvements or to refrain from granting similar variances.

(h) If any submission of plans is not complete or does not include all data required by this Declaration or the Development Guidelines, the DRB, within fifteen (15) days after such submission, shall notify the Owner of such deficiencies, and such plans shall not be considered to have been submitted until such deficiencies have been corrected. Should the DRB fail to approve or disapprove plans at any stage, Concept Plan Phase, Preliminary Plans Review, or Final Plans Review, properly presented by an Owner as provided above, within twenty (20) days after submission to the DRB, it shall be presumed that the DRB has approved such properly submitted plans and specifications; provided, however, if before the end of such twenty (20)-day period, the DRB notifies the Owner in writing that more time, not to exceed ten (10) days, is needed for further review, after which additional period it shall be presumed that approval has been given absent specific disapproval in writing having been given by the DRB during such additional review period/disapproved such properly submitted plans and specifications. The DRB in the future may modify, by provisions in the Development Guidelines, the procedure for the submission and review of plans provided the review times set forth above are not materially changed.

(i) If work does not begin within eighteen (18) months from the date of DRB approval of final plans, then the approval given under this Section 6.03 shall be deemed revoked by the DRB, unless the DRB expressly extends the time for commencing work. All work covered by such approval, once begun, shall be constructed with due diligence and completed as soon as reasonably possible, but in any event absent an extension granted by the DRB, must be completed within three (3) years of starting, except for such period of time as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical materials shortages, or other intervening forces beyond the control of the Owner.

**Section 6.04 Inspections.** The DRB, or its designees, shall have the right during reasonable business hours to enter on and inspect any Site or Improvements then under construction. If the DRB shall determine that such Plans have not been

approved or that the Plans which have been approved are not being substantially complied with, the DRB may, in its reasonable discretion, give the Owner of such Site and Improvements written notice and, thereafter, the Board or the DRB, on behalf of the Association, may enjoin further construction and require the removal or correction of any work that does not comply with approved Plans. If any Improvements are altered or replaced on any Site other than in substantial conformity with the approved Plans, such action shall be deemed to have been undertaken without requisite approval of the DRB and to be in violation of this Declaration; the Board or the DRB, on behalf of the Association, may take action as permitted under this Declaration with respect thereto.

**Section 6.05 Interior Alterations.** Notwithstanding any other provisions of this Declaration or the Development Guidelines, an Owner may make alterations within the interior of any building on its Site without first obtaining DRB approval, provided such alterations do not change the exterior appearance of any Improvements.

**Section 6.06 Changes.** No construction or installation of Improvements on a Site that is inconsistent with, in addition to, or materially different from any previously approved Plans shall be started or permitted until the Plans reflecting such change or addition have been submitted to and approved by the DRB in accordance with this Article VI; provided, however, no such approval is required for changes within the interior of any building that do not change exterior appearance.

**Section 6.07 Limitation of Liability and Indemnification Related to Improvements.**

**(a) Limitation of Liability Related to Improvements.** Declarant, the Association or any of its officers, the Member Owners, the Non-Member Owners, the DRB, the Members of the DRB, and the Board or any of its members, shall not, individually or in combination, be liable for any Loss or Losses to any Owner submitting Plans or specifications for approval or to any Owner of any portion of the Property, by reason of subjective decisions, mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any Plans and specifications submitted or in connection with enjoining or removing any construction undertaken prior to written approval of the DRB; provided, however, this provision does not apply to Bad Acts. Declarant, the Association or any of its officers, the Member Owners, the Non-Member Owners, the DRB, the Members of the DRB, and the Board or any of its members shall not, individually or in combination, be liable in damages or otherwise in connection with any construction, design, engineering, or defect associated with any Improvement constructed on the Property. APPROVAL OF PLANS AND SPECIFICATIONS DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION THAT SUCH PLANS AND SPECIFICATIONS COMPLY WITH GOVERNMENTAL REQUIREMENTS OR GOOD AND PRUDENT DESIGN, ENGINEERING, AND CONSTRUCTION PRACTICES. IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO

DETERMINE AND SEE THAT ITS PLANS AND SPECIFICATIONS COMPLY WITH GOVERNMENTAL REQUIREMENTS AND THE DESCRIBED PRACTICES.

**(b) Indemnification Related to Improvements.** The Association, as a Common Expense of the Association, shall indemnify, defend, save, and hold harmless such Board members and officers of the Association from any and all Loss or Losses to others on account of any approval or disapproval or failure to approve or to disapprove any Plans and specifications submitted or on account of enjoining or removing any construction undertaken prior to written approval of the DRB (to the extent not covered by insurance proceeds). In addition, each Board member and each officer of the Association shall be indemnified, defended, saved, and held harmless by the Association, as a Common Expense of the Association, from any Loss to others (to the extent not covered by insurance proceeds) by reason of having served as such Board member or as such officer and against all Losses incurred at the time it was a Board member or officer, subject to any provisions regarding indemnity contained in the Association Documents, except in cases wherein the Loss or Losses arise from a proceeding in which such Board member or such officer is adjudicated guilty of Bad Acts (THIS INDEMNITY IS INTENDED TO AND DOES COVER LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE BOARD MEMBERS OR THE OFFICERS OF THE ASSOCIATION). In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which a Board member or officer, or former Board member or officer, may be entitled.

**Section 6.08 Certificate of Compliance.** Within twenty (20) days of the Association's receipt of a written request by an Owner who has fully and timely complied with the provisions of this Article VI, the Association shall deliver to such Owner a written certificate of such compliance in recordable form, and such certificate shall be conclusive evidence of such compliance.

**ARTICLE VII  
DEVELOPMENT COVENANTS**

**Section 7.01 General.** No use shall be permitted on the Property which is not allowed under Applicable Law. Each Owner, occupant, or other user of any portion of the Property at all times shall comply with this Declaration and the Development Guidelines and with any and all Applicable Law, specifically including, but not limited to, applicable zoning restrictions placed on the Property, as they exist from time to time. All portions of the Property shall be developed in accordance with this Declaration as it may be amended as herein provided. The provisions of this Article VII set forth certain requirements which, in addition to the other provisions of this Declaration and the Development Guidelines, shall apply with respect to the development and use of the Property.

**Section 7.02 Prohibited Uses.** Without limiting the generality of Section 7.01 above, the following are prohibited on the Property:

- (a) Any use described in Exhibit B;
- (b) Any use that is unlawful;
- (c) Any use that creates damage, waste, or a nuisance; or
- (d) Any use that emits objectionable odors, sounds, or vibrations, or allows any pests, insects, or vermin.

**Section 7.03 Setbacks.**

(a) Except as hereinafter specifically provided, each Site shall be subject to Front Yard Setbacks consisting of a "**Paving Setback**" and a "**Building Setback**" as detailed in the chart below and measured in feet from the right-of-way line of each Street contiguous to such Site (a Site shall have a front yard on each boundary abutting a Street) as follows:

| Street          | Paving Setback | Building Setback |
|-----------------|----------------|------------------|
| Commons Drive   | [NUMBER] feet  | [NUMBER] feet    |
| E. Parkway Road | [NUMBER] feet  | [NUMBER] feet    |
| W. Parkway Cove | [NUMBER] feet  | [NUMBER] feet    |

- (b) Except as hereinafter specifically provided, each Site shall be subject to "**Side and Rear Yard Setbacks**" on all sides of a Site not abutting a Street consisting of a Paving Setback of [NUMBER IN WORDS] ([NUMBER]) feet and a Building Setback of [NUMBER IN WORDS] ([NUMBER]) feet, measured from the applicable boundary lines of the Site.
- (c) No Improvements shall be constructed, installed, or planted by an Owner within a Paving Setback or within the Unpaved Right-of-Way on or adjacent to a Site other than landscaping, sidewalks, underground utility lines and connections (including surface mounted switch gear), driveways crossing such area into the Site, and, but only if approved in writing by the DRB, gates and gatehouses, landscape walls, signs, flags, sculptures, and other Improvements specifically authorized by the DRB.
- (d) No Improvements shall be constructed, installed, or planted on any Site between the Paving Setback and the Building Setback applicable to such Site except for:
  - (i) Those Improvements permitted in Section 7.03(c) above;
  - (ii) Underground Structures;
  - (iii) Steps, pedestrian plazas, benches, and related hardscape;
  - (iv) Planters and retaining walls;

(v) Fences, screening walls, and security walls approved in writing by the DRB;

(vi) Driveways, *porte cocheres*, and surface parking areas; and

(vii) Other Improvements specifically authorized by the DRB.

(e) Notwithstanding the setbacks specified above, the DRB shall have the right, with respect to any retail shopping areas or mixed-use centers developed on the Property, to waive or reduce any applicable Side or Rear Yard Setbacks and Paving and Building Setbacks for internal private drives or roadways and all other Streets.

**Section 7.04 Site Circulation.** Declarant intends for the Property to be developed in such a manner as to minimize the number of curb cuts on to and median cuts in Streets, all of which curb and median cuts must be approved in writing in advance by the DRB. Driveways on a Site shall be paved with concrete and shall accommodate adequate vehicle stacking so that stacking on Streets of vehicles entering the Site is minimized.

**Section 7.05 Fire Protection.** All buildings shall be designed, constructed, and maintained to comply fully at all times with any Applicable Law relating to fire protection. All such buildings and their associated ingress and egress from and to Streets and surface parking areas shall be so related to one another and arranged to permit ease of access for emergency fire vehicles. Designated fire lanes within any Site shall be so located, marked, and protected from encroachment to function effectively at all times. Appropriate signage, subject to DRB approval, shall be installed for such fire lanes as may be required either by any public authority or by the DRB and shall be kept in readable condition.

**Section 7.06 Parking.** Each Owner must provide on its Site adequate parking areas for employees, the handicapped, visitors, and service vehicles. No parking shall be permitted on Streets, on entrance driveways, or on internal roads on the Site except in a manner satisfactory to the DRB. All surface parking shall be paved and shall have integral concrete curbs and gutters. To the extent required by the DRB, all surface parking shall be screened to block the ground level view of automobiles below their hood lines and otherwise reduce the visibility of vehicles and parking surfaces from Streets, in a manner satisfactory to the DRB.

**Section 7.07 Signage.** No sign or other advertising device of any nature shall be placed on the Property except as approved by the DRB. All signage shall be consistent with the design criteria of the DRB, including the manner and method of attachment of the signage to the building. All signage must be permitted under Applicable Law. Declarant or the Association shall have the right to install and maintain standard directional/informational signage and traffic signage in any Unpaved Right-of-Way.

**Section 7.08 Underground Utilities.** Any and all pipes, lines, and wires used for the transmission of water, fuel, storm drainage, natural gas, electricity,

telephone, security, telecommunication systems, television, sewage, industrial sewage, sound, or any other utilities which are not within a building shall be constructed and maintained underground within the Property unless required to be above ground for technical or environmental reasons and approved by the DRB. No well shall be constructed on the Property except by Declarant or the Association on Property owned by Declarant or the Association unless otherwise approved by the Declarant or the Association.

**Section 7.09 Screening.** All towers, tower antennae, satellite receiving and transmitting equipment, roof-mounted equipment, other equipment, outside storage areas and service areas on the Property, and such other items and areas as designated by the DRB, shall be screened to the extent reasonably practicable from ground level view. The DRB shall have full power to determine what facilities or areas must be screened and the screening materials and requirements for each.

**Section 7.10 Loading Docks and Areas.** Each Site shall provide sufficient on-site loading facilities to accommodate activities, and all loading movements, including, but not limited to, turnarounds, shall be made off of Streets. No materials, supplies, or equipment shall be permitted to remain outside of any Structure unless screened in a manner satisfactory to the DRB. Loading docks and areas and maneuvering areas shall be located on a Site in accordance with the provisions of the Development Guidelines. The DRB may require screening of loading and maneuvering areas facing an adjacent Site or a Street.

**Section 7.11 Landscaping.** Each Owner, contemporaneously with the development of Improvements on a Site, shall install landscaping, including plants, grass vines, ground cover, trees, shrubs, flowers, mulch, bulbs, rocks, landscape edging, water features, lighting in landscaped areas, underground irrigation systems, and related landscape improvements and materials, on all unimproved areas on its Site in accordance with Plans approved by the DRB (other than on land held for expansion purposes as approved by the DRB). An Owner shall keep all such landscaping in good condition and repair and in a neat and orderly appearance and shall be responsible for all expenses relating to the maintenance, repair, or replacement of Landscaping on the Owner's Site and on the Unpaved Right-of-Way adjacent to such Site. Automatic underground irrigation systems must be installed in all landscaped areas on a Site (other than land held for expansion purposes as approved by the DRB) and the adjacent Unpaved Right-of-Way. No changes shall be made to the landscaping plan for a Site or an adjacent Unpaved Right-of-Way without the prior written approval of the DRB.

**Section 7.12 Trash and Garbage.** No Site, or part thereof, shall be used or maintained as a dumping ground for rubbish, trash, or garbage before, during, or after the installation of any Improvements. Trash collection containers shall be situated and enclosed or otherwise screened as required by the DRB so as not to be visible from Streets or other adjacent Sites. Each Owner shall observe and comply with any and all requirements established by the DRB for the storage and removal of trash and garbage. If within five (5) days after receipt of written notice from the

Declarant or the Association to an Owner, the Owner fails either to remove such trash, rubble, or construction debris, or to exercise reasonable care or conduct to prevent or remedy a dangerous, unclean, or unsightly condition, then the Declarant or the Association shall have the authority and right to go on the Site to clean said Site and/or otherwise correct said condition or conditions.

**Section 7.13 Surface Water Flow and Drainage.** Plans for all dams, lakes, ponds, other water features of any kind, and general Site drainage must be submitted in advance for DRB approval. Each Owner shall control water runoff drainage from the Owner's Site to prevent damage to adjacent tracts, Streets, or any other area in the Property.

**Section 7.14 Environment.**

(a) No Owner, tenant, operator, occupant, or other user of the Property or any portion thereof shall handle, store, deposit, use, process, make, dispose of, release, or allow any of its agents, employees, contractors, occupants, or invitees to handle, store, deposit, use, process, make, dispose of, or release any Hazardous Substances (defined below) of any kind from, on, in, under, or in the air above any part of the Property, including, but not limited to, any surface waters or groundwater located on the Property, or into public sanitary sewer systems serving the Property without complying with all Environmental Laws (defined below), including, but not limited to, performing pre-treatment, obtaining permits, and giving notices as required by Environmental Laws. "**Hazardous Substances**" means those substances now or hereafter included within (whether as a result of such substance's inclusion on a list, physical characteristics, or otherwise) any of the definitions of "hazardous substances," "hazardous waste," "hazardous materials," "pollutant," "contaminant," or "toxic substance" under, or otherwise regulated by, any Environmental Laws, including, but not limited to: (i) mixtures containing listed Hazardous Substances and waste generated from the treatment, storage, or disposal of Hazardous Substances; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) radioactive materials; and (v) petroleum (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquified natural gas, and synthetic gas. Hazardous Substances does not include *de minimis* amounts of hazardous materials used solely for household purposes. "**Environmental Laws**" means and includes all Applicable Law relating to pollution or protection of human health, wildlife, natural resources, or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials. Without limiting the generality of the foregoing, Environmental Laws include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*, the Clean Air Act, 42 U.S.C. Sections 7401, *et seq.*, the Safe Drinking Water Act, 42 U.S.C. Section 300f, *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C.

Sections 1251, *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136, *et seq.*, and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, *et seq.*, and all regulations adopted thereunder and all state and local analogs. In addition to the foregoing, Environmental Laws also means and includes all voluntary cleanup programs and/or brownfields programs under federal, state, or local law and all requirements imposed by any related permit.

(b) Each Owner, tenant, operator, occupant, or other user of the Site shall be responsible for and shall pay all Loss or Losses related to the disposal or release by such Owner, tenant, operator, occupant, or other user of any Hazardous Substances, sewage, or wastes of any kind in, on, under, or in the air above the Property, which Loss shall include, but not be limited to, closure, removal, remediation, cleanup, containment, and other response costs, injuries to Persons, damages to property, legal expenses, and interest paid to any Governmental Entity; provided, however, this covenant does not apply to Hazardous Substances generated on or migrating from other Sites or already existing on the Site in question as of the date of the acquisition of such Site by such Owner, tenant, operator, occupant, or other user. The covenant in the immediately preceding sentence itself does not create any obligation of Owner, tenant, operator, occupant, or other user of a Site other than for the payment of the costs and expenses described in such sentence, and no Person has any rights under the covenant in such sentence to enforce any claim for any remedy against such Owner, tenant, operator, occupant, or other user of such Site other than for the payment or recovery of the costs and expenses described in such sentence.

(c) The provisions of this Section 7.14 do not affect the rights, liabilities, or obligations of any Person under Environmental Laws or other Applicable Law. Notwithstanding any provision contained in this Declaration to the contrary, the Association shall not have the right to levy any Regular Assessment or Special Purpose Assessment for the purpose of collecting funds from Owners to be used for the payment of closure, removal, remediation, cleanup, containment, or other response costs relating to Hazardous Substances in the Common Areas or in any other portions of the Property; provided, however, this restriction shall not affect the right of the Association to levy a Special Member Assessment to collect funds to pay such costs from any Owner who is responsible for the presence of such Hazardous Substances or from or on whose Site such Hazardous Substances were generated, stored, or released.

**Section 7.15 Fences.** The use of fences on the Property is permitted only if specifically approved in writing in advance by the DRB.

**Section 7.16 Prohibited Activities.** No dangerous, noxious, offensive, or nuisance activities or any activities which violate any Applicable Law shall be conducted or permitted to occur by any Owner or its agents, employees, contractors, occupants, or invitees on any portion of the Property. No operation or use of any portion of the Property shall be permitted or maintained by any Owner or its agents, employees, contractors, occupants, or invitees that causes or produces noise or sound that is objectionable because of its volume, duration, frequency or shrillness, smoke, noxious, toxic, or corrosive fumes or gases, obnoxious odors, dust, or unusual fire or



explosion hazards. The above prohibitions are in addition to those set forth in Section 7.01 and Section 7.02 above.

**Section 7.17 Certain Declarant Uses.** Declarant may conduct its sales and marketing program for the Property from any permanent or temporary sales buildings or trailers and may conduct work and activities on portions of the Property owned by Declarant and do all things reasonably necessary or convenient as required to expeditiously begin, continue, and complete such work, including, but not limited to, the provision of temporary buildings (including trailers), temporary storage of construction materials and equipment, and the installation of temporary signage of such types, in such sizes, and at such locations on portions of the Property owned by Declarant as Declarant deems appropriate. In addition, Declarant shall have the right, at its expense, to install on any Site a standardized sign announcing a future development on such Site, which sign may remain in place even after its sale until completion of the development. If Declarant installs such a sign, the Owner of such Site shall not install another sign for the same purpose.

**Section 7.18 Construction Standards.**

(a) Any builder engaged to construct Improvements on any portion of any Site may conduct its construction operations and activities and do all things reasonably necessary as required to expeditiously begin, continue, and diligently complete construction of any such Improvements, including the provision of temporary buildings or trailers for administration of work and for the storage of materials and equipment, and the construction of temporary security fences and lighting, except that all construction activities, temporary Structure, storage of materials and equipment, all construction-related parking, and temporary security fences shall be confined entirely on such Site behind the Paving Setbacks. Topsoil shall be scraped and preserved before laying temporary parking lots. Once begun, all construction on a Site shall be continued with due diligence and good faith until completion.

(b) Each Owner expressly covenants that it will use its reasonable good faith efforts to prevent any Loss or Losses causing adverse impacts (such as, but not limited to, air, soil, and water pollution, soil erosion, elimination of trees without replacement, or increased water runoff rates) to areas outside its Site in any way (negligent or otherwise) resulting from construction, alteration, maintenance, repair, replacement, or removal of Improvements to the Site and that it will indemnify, defend, save, and hold harmless Declarant, the Association or any of its officers, the Member Owners, the Non-Member Owners, the DRB, the Members of the DRB, and the Board or any of its members from any and all Loss or Losses (including court costs and reasonable attorneys' fees incurred by or imposed in connection with any proceeding) resulting therefrom. All possible contaminants must be stored in a containment facility that will not allow such materials to enter any soils on or off the Site.

(c) Each Owner shall take such action as is necessary to keep the Property reasonably free from mud, dirt, and debris resulting from construction activities on that Owner's Site. Each Owner is responsible for all costs of, and shall cause, through

appropriate contractual provisions, the cleaning up of any debris or waste improperly disposed of anywhere on the Property. Each Owner and its contractors must maintain an attractive, clean, nuisance-free environment during the period of construction. Declarant shall have the right to reasonably designate points of ingress and egress on the Site and within the Property for construction vehicles, and each Owner of a Site on which Improvements are being constructed shall keep all Streets reasonably cleared of mud and dirt left by construction vehicles entering such Site. Each Owner shall cause its contractors to comply with the requirements of Declarant or the DRB regarding points of construction access to a Site, cleaning mud and construction debris from Streets, re-establishment of landscaping, keeping mud from washing onto Streets and adjoining Sites, and other matters set forth in the Development Guidelines.

(d) Before any excavation on a Site, the Owner will determine and mark the location of and will protect all existing utilities and underground irrigation systems. Utility lines and underground irrigation systems are to be located before earth moving or drilling equipment operations are allowed to start near underground utilities or underground irrigation systems. All backfill will be adequately compacted to prevent future settlement, especially under pavement and other Structures.

**ARTICLE VIII  
EASEMENTS**

**Section 8.01 Utility and Service Easements.** Notwithstanding any provision in this Declaration to the contrary, Declarant reserves for itself and its successors and assigns, an easement for installation, maintenance, repair, and removal of underground utilities or other underground services (including, but not limited to, water, fuel, storm drainage, natural gas, electricity, telephone, security, telecommunication systems, television, sewage, industrial sewage, sound, or any other utilities) on all portions of each Site within [NUMBER OF FEET] feet of the right-of-way boundary of Streets and within five (5) feet from all boundaries of the Site other than those boundaries abutting Streets. Full right of ingress and egress shall be had by Declarant at all times over each Site for the installation, operation, maintenance, repair, or removal of any such utility or service together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation, or installation of such utility or service; provided, however, such activities shall be conducted to minimize disruption of other access to and use of a Site by an Owner and its employees and business invitees. Within such easement, Declarant reserves a temporary construction and maintenance easement for such duration as is reasonably necessary for the construction and maintenance of Streets, utilities, drainage facilities, and related Improvements. An Owner may construct, install, or plant in the setback areas affected by these easements those Improvements specifically authorized in Section 7.03(c) and Section 7.03(d) above, subject to the rights of Declarant in this Section 8.01. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved hereunder to one or more public utility companies, to the Association, to the City, or to any other Person. Declarant (or its

assignee exercising such easement rights) shall repair any landscaping or pavement damaged by the exercise by Declarant (or its assignee exercising such easement rights) of the rights set forth in this Section 8.01.

**Section 8.02 Other Easements.** Declarant and the Association shall have an easement for full right of ingress and egress at all times over and on the Property for the exercise of rights under this Declaration and for the carrying out by the Association of their other rights, functions, duties, and obligations set out in this Declaration. Any such entry by Declarant or the Association on the Property shall be made with as minimum inconvenience to the affected Owner as is practicable.

**ARTICLE IX  
MAINTENANCE BY OWNERS**

Each Owner shall have the duty and responsibility, at its sole cost and expense, to keep its Site and any Unpaved Right-of-Way adjacent to the Site and, subject to ordinary wear, tear, and deterioration, buildings and Improvements thereon in a well-maintained, safe, clean, neat, orderly, and attractive condition at all times. Such maintenance includes, but is not limited to, the following: prompt removal of all litter, trash, refuse, and wastes; lawn mowing; tree and shrub care; watering; other landscaping maintenance; keeping exterior lighting and mechanical facilities in working order; keeping lawn and garden areas, driveways, and private roads in good repair; keeping all signs in good repair; complying with all Applicable Law; repairing exterior damage to Improvements; and striping of parking areas and repainting of Improvements. An Owner shall maintain the Unpaved Right-of-Way adjacent to its Site and the front yard Paving Setback area on that Site on such schedule and in such manner as is specified by the DRB in an effort to maintain a reasonably consistent appearance of all Unpaved Right-of-Way and front yard Paving Setback areas in the Property. The Association shall have the right to perform any action required of an Owner or its contractors under Section 7.18 above and to perform any maintenance, repair, or replacement of landscaping, signs, screening or decorative walls, surface parking areas, ponds, lakes, fountains, pools, exterior lighting, sculptures, utilities, drainage systems, lighting, and park and recreational facilities and equipment on a Site or the adjacent Unpaved Right-of-Way if the Owner fails to do so within seven (7) days after the Owner's receipt of written notice from the Association (or after such longer period as may be allowed by the DRB due to the nature of such deficiency).

**ARTICLE X  
GENERAL PROVISIONS**

**Section 10.01 Binding Effect and Duration.** The Restrictions shall run with and bind the Property, shall be binding on all Owners, and shall inure to the benefit of and be enforceable by Declarant, the Association, and the Owners and their respective heirs, executors, legal representatives, successors, and assigns, and shall remain in effect for fifty (50) years from and after the date of the recording of this Declaration. This Declaration shall automatically be extended for three (3) successive periods of ten (10) years each. Provided, however, if, at the expiration of either the initial fifty (50)-year period or the end of any of the three (3) successive

ten (10)-year periods, an instrument executed by the Owners of at least a majority of the Lots in the Property abolishing this Declaration is filed of record in the County, this Declaration shall terminate at that time.

**Section 10.02 Other Persons.** The Restrictions contained in ARTICLE VI, ARTICLE VII, ARTICLE VIII, and ARTICLE IX of this Declaration shall be binding on and enforceable against not only the Owners but also all tenants or other occupants of a Site.

**Section 10.03 Interpretation.** In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board, will best affect the intent of Declarant's general plan of development as reflected in this Declaration. The Board shall have the right, power, and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret its provisions, and any determination, construction, or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction that such action was an abuse of discretion, shall be binding on the Owners. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any less restrictive Applicable Law.

(a) **Drafting Party.** The fact that this Declaration was prepared by Declarant's counsel as a matter of convenience shall have no import or significance to the construction of this Declaration. Any uncertainty or ambiguity in this Declaration shall not be construed against Declarant because Declarant's counsel prepared this Declaration in its final form. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Declaration; (ii) any exhibits to this Declaration; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Declaration.

(b) **Effective Date.** The effective date of this Declaration shall be the date of its filing of record in the office of the County ("**Effective Date**").

(c) **Captions.** Any captions or headings used in this Declaration are for convenience only and do not define or limit the scope of this Declaration.

(d) **Singular or Plural.** The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun with respect to gender shall include the neutral, masculine, feminine, and plural.

**Section 10.04 Enforcement.** Declarant, the Association, and the Owners shall have the right, but not the obligation, to enforce the Restrictions. Enforcement may be made by any proceedings at law or in equity against any Person violating or attempting to violate any part of this Declaration, as such may be amended, either to restrain or enjoin violations or to recover damages. Damages shall not be deemed adequate compensation for any breach or violation of any provision of this

Declaration, and Declarant, the Association, and each Owner shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. The rights, powers, and remedies provided in this Declaration shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by a Person of any particular right, power, or remedy shall not be deemed an election of remedies or to preclude such person's resort to other rights, powers, or remedies available to it.

**Section 10.05 No Waiver or Obligation to Enforce.** No delay or failure on the part of Declarant, the Association, or any other aggrieved party to invoke any available right, power, or remedy in respect to a breach of this Declaration shall be held or deemed to be a waiver by that party of (or estop that party from asserting) any right, power, or remedy available to it on the recurrence or continuance of said breach or the occurrence of a different breach. Declarant and the Association, or its officers or Board members, shall not be under any obligation to take any action to enforce the terms of this Declaration. No waiver by Declarant, the Association, or any other aggrieved party of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by Declarant, the Association, or any other aggrieved party shall operate or be construed as a waiver for any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

**Section 10.06 Liens, Validity, and Severability.** Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, lien, or other similar security instrument which may then be existing on any Site. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. If any portion of this Declaration conflicts with mandatory provisions of any Applicable Law, then such Applicable Law shall control.

**Section 10.07 Owner/Occupant Records.** Except for those Owners who purchase portions of the Property from Declarant or its affiliate, any Person, on becoming an Owner of a Lot within the Property, shall furnish the Board a true and correct copy of the recorded instrument of conveyance vesting such ownership in said Owner. Each Owner shall furnish to the Association the name of a contact Person with such Owner and a street address for receiving notices from the Association. Each Owner shall notify the Association of the name and address of all tenants of long-term ground leases or long-term build-to-suit leases (meaning leases with combined primary and renewal terms exceeding ten (10) years) affecting the Owner's Site. It shall be the responsibility of the Owner (and a non-owner occupant of a Site, if any) to keep such information current and to advise the Association of any changes.

**Section 10.08 Notices.** Unless specifically stated otherwise in this Declaration, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following

methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) if the transmission is completed no later than 4:00 p.m. central time zone on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Declarant:

Name:  
Address:  
Telephone:  
Facsimile:  
Email:

with a copy to:

Name:  
Address:  
Telephone:  
Facsimile:  
Email:

To Association:

Name:  
Address:  
Telephone:  
Facsimile:  
Email:

with a copy to:

Name:  
Address:  
Telephone:  
Facsimile:  
Email:

Any party may change its address for purposes of this Section 10.08 by giving written notice as provided in this Section 10.08. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 10.08.

**Section 10.09 [Intentionally Deleted]**

**Section 10.10 Approvals.** No approval by the Declarant, the Board, or the DRB under the provisions hereof shall be effective unless in writing, unless otherwise expressly provided herein.

**Section 10.11 Miscellaneous Provisions.**

(a) **Amendments.** Except as otherwise provided in this Section 10.11, this Declaration, or any provisions hereof, may be terminated, amended, or vacated for any portion of the Property only by a document duly executed and acknowledged by Owners of at least a majority of the Lots in the Property; provided, however:

(i) Until the Conversion Date, no such termination, amendment, or vacation shall be effective without the written approval of Declarant;

(ii) Declarant, without the joinder of any other party, shall have the absolute right to make minor changes or amendments to this Declaration to correct or clarify errors, omissions, mistakes, or ambiguities contained herein; and

(iii) Declarant shall have the right to supplement this Declaration for the inclusion of additional property or for the removal of property as provided in Section 1.03 above.

No such termination, amendment, supplement, or vacation shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real property records of the County. Notwithstanding the above, no amendments shall be made to this Declaration unless they have been first approved by a Special Vote of the Class A Members as evidenced by a certificate of the Secretary of the Association:

(iv) Changing the definition of Common Areas, Common Facilities, Common Services, Conversion Date, or Default Rate;

(v) Increasing the number of acres that can be made subject to this Declaration or that can be deleted from the Property as provided in Section 1.03;

(vi) Changing the provisions requiring membership in the Association as provided in Section 3.01;

(vii) Changing the allocation of voting rights as provided in Section 3.03;

(viii) Changing the definition of a Quorum as provided in Section 3.04;

(ix) Changing the type of and basis for allocation of Assessments as provided in Section 4.01, Section 4.02, Section 4.03, Section 4.04, and Section 4.05;

- (x) Changing the limits on the Association reserve fund amount and annual contribution as provided in Section 4.02;
- (xi) Changing the provisions regarding the subordination of the lien for Assessments as provided in Section 4.07;
- (xii) Changing the audit rights as provided in Section 5.02(o);
- (xiii) Changing the provisions regarding affiliated contracts as provided in Section 5.03;
- (xiv) Changing the provisions regarding the limitations of the rights and powers of the Association, the Board, and the DRB as provided in Section 7.01(b);
- (xv) Changing the list of prohibited uses as provided in Section 7.02;
- (xvi) Changing the setbacks as provided in Section 7.03 (subject to the above provision regarding setbacks applicable to additional property subjected to this Declaration as provided in Section 1.03 above);
- (xvii) Changing the environmental obligations as provided in Section 7.14(b);
- (xviii) Expanding the reserved easements as provided in Section 8.01;
- (xix) Changing the extent of the Association's rights to enter a Site to perform maintenance as provided in Article IX; or
- (xx) Changing this Section 10.11.

(b) **Partial Invalidity.** Any term or provision of this Declaration which is invalid or unenforceable in any jurisdiction will, for that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Declaration or affecting the validity or enforceability of any of the terms or provisions of this Declaration in any other jurisdiction. If any provision of this Declaration is so broad that it is unenforceable, the provision will be interpreted to be only so broad as is enforceable.

**Section 10.12 Third-Party Beneficiary; Successors and Assigns.**

(a) **Third-Party Beneficiary.** This Declaration is an agreement solely for the benefit of the Owners (and their permitted successors and/or assigns). No other Person shall have any rights hereunder nor shall any other Person be entitled to rely on the terms, covenants, and provisions contained herein. The provisions of this Section 10.12 shall survive the termination of this Declaration or dissolution of the Declarant.



(b) **Successors and Assigns.** This Declaration and all its covenants, terms, and provisions shall be binding on and inure to the benefit of each Party and its successors and assigns.

**Section 10.13 Further Assurances.** Each Owner agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Declaration, so long as any of the foregoing do not materially increase any Owner's obligations hereunder or materially decrease any Owner's rights hereunder.

**Section 10.14 Days; Performance on a Saturday, Sunday, or Holiday.** Whenever the term "day" is used in this Declaration, it shall refer to a calendar day unless otherwise specified. Should this Declaration require an act to be performed or a notice to be given on a day other than a business day, the act shall be performed or notice given on the following business day.

**Section 10.15 Governing Law.** This Declaration shall be governed and construed in accordance with the law of the State, without giving effect to any choice or conflict of law provision or rule (whether of the State or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State.

**Section 10.16 [Intentionally Deleted]**

**Section 10.17 Attorneys' Fees. Recovery of Attorneys' Fees.** If any action is brought by any party against another in connection with or arising out of this Declaration or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees incurred in connection with the prosecution or defense of such action.

**Section 10.18 Waiver of Jury Trial.** EACH OWNER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH OWNER MAY HAVE TO A TRIAL BY JURY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant hereto has executed this Declaration as of the date set out above.

CAMLE, LLC

a Mississippi limited liability company

By \_\_\_\_\_

Name:

Title:

[add notary acknowledgment]

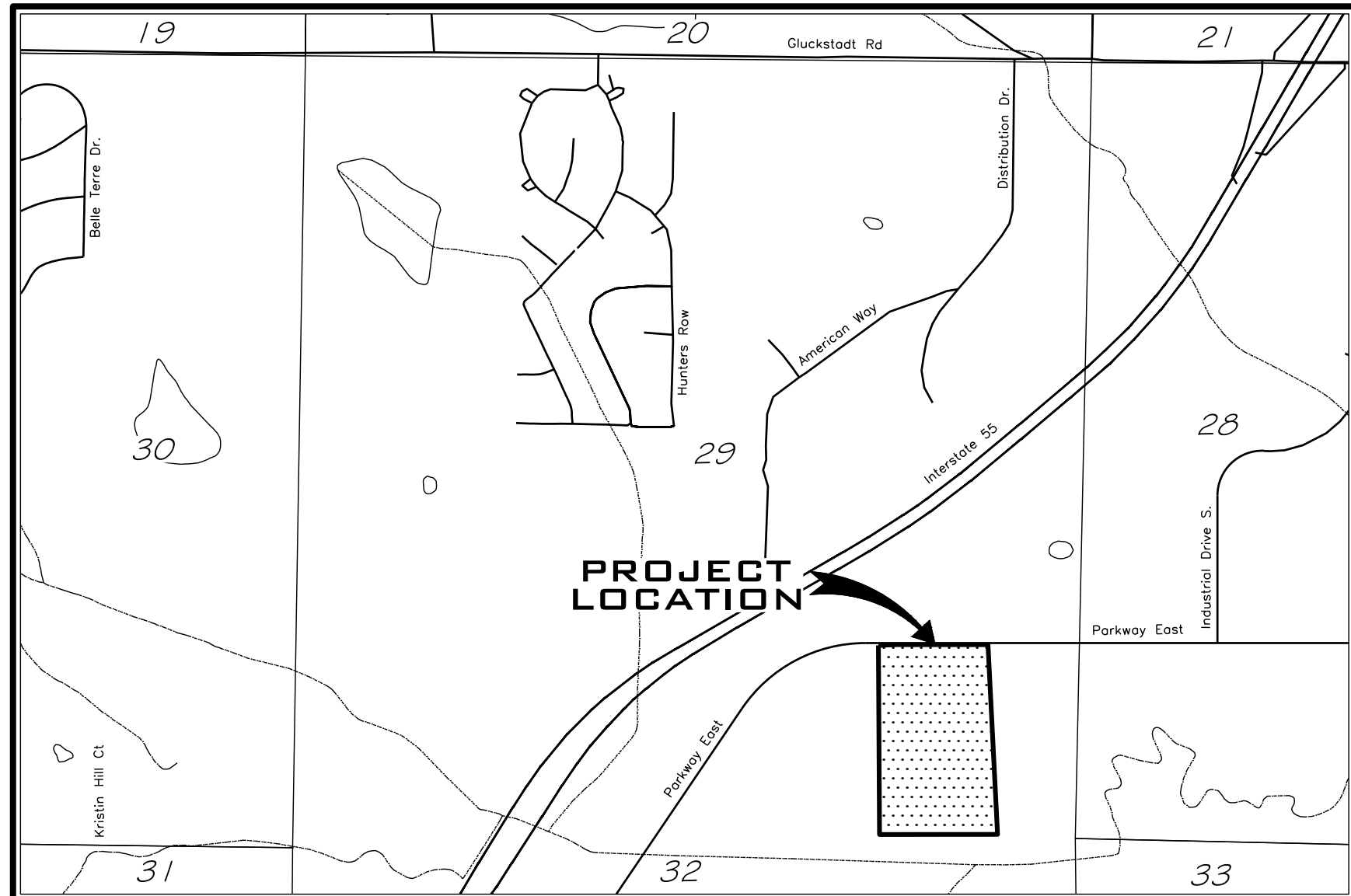
**EXHIBIT A**  
**REAL PROPERTY DESCRIPTION**

[REAL PROPERTY DESCRIPTION].

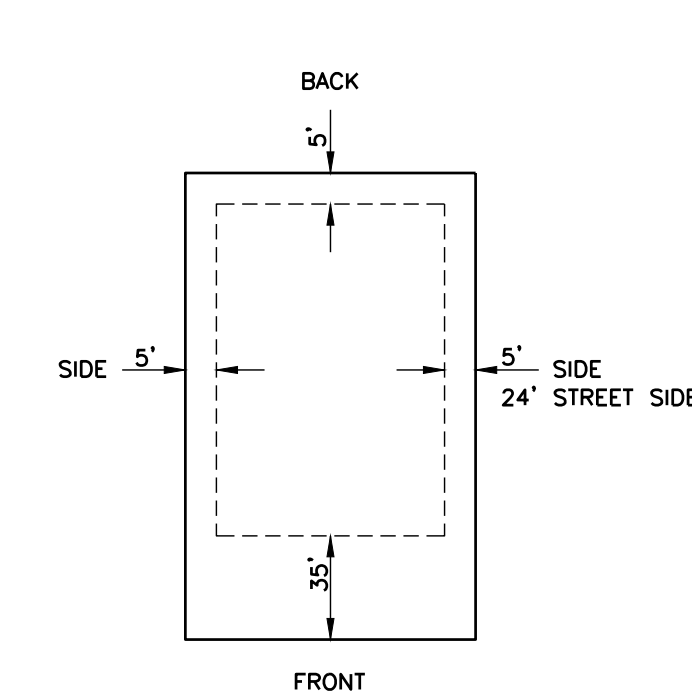
**EXHIBIT B**  
**PROHIBITED USES**

[LIST OF PROHIBITED USES].





VICINITY MAP  
SCALE: 1" = 1000'



TYPICAL LOT DETAIL  
N.T.S.

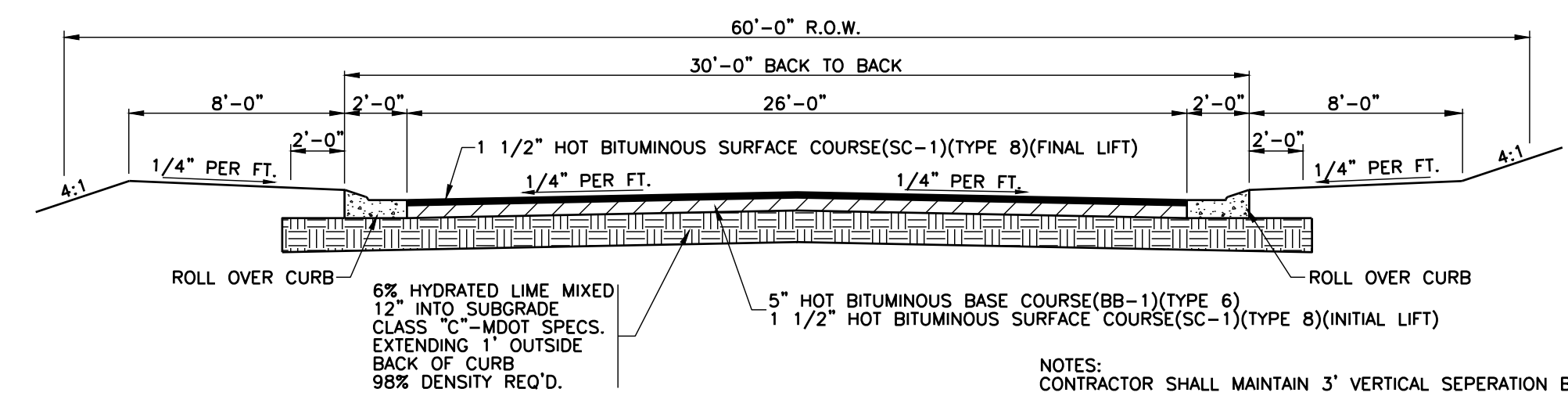
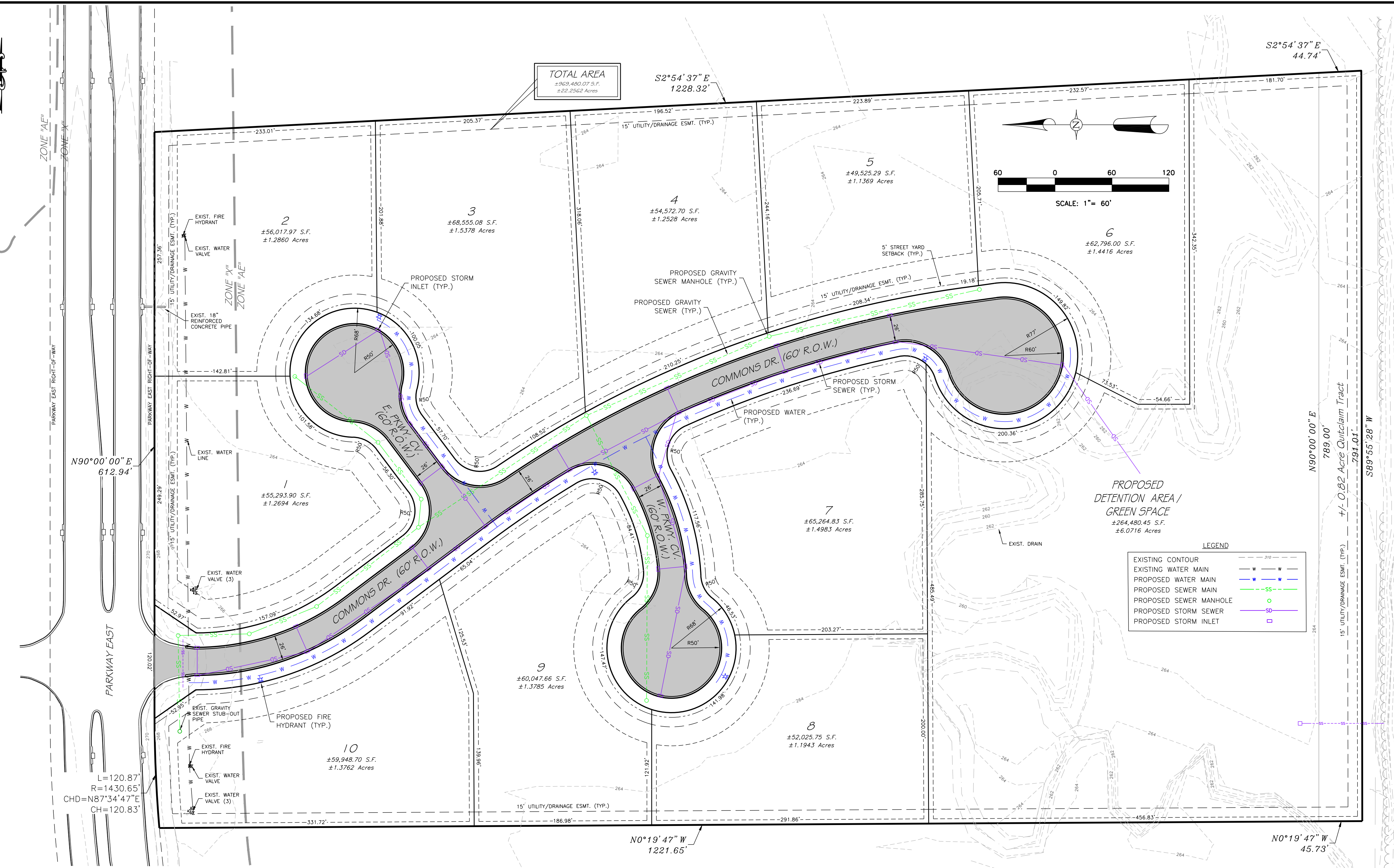
**OWNER:**  
CAMEL, LLC  
307 HIGHLAND PARK COVE  
RIDGELAND, MS 39157  
  
JEFFREY C. CROMWELL  
WALT DINKELACKER

**NOTES:**  
SURVEY DATE: MARCH 23, 2022  
THE TOTAL AREA FOR THIS PARCEL IS ±22,2562 ACRES  
THIS PARCEL OF LAND IS SITUATED IN FLOOD ZONE "X", WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, AND IN FLOOD ZONE "AE", WHICH IS DETERMINED TO BE A SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% CHANCE ANNUAL CHANCE FLOOD, BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO F.I.A. COMMUNITY PANEL NO. 28089C0415F, MADISON CO. MS, DATED MARCH 17, 2010.  
CONTRACTOR SHALL MAKE EVERY EFFORT TO KEEP EXISTING PUBLIC ROADS FREE AND CLEAN OF DEBRIS DURING CONSTRUCTION.  
ALL ELEVATIONS BASED ON RMS 236 ON FIRM MAP NUMBER 28089C0310 D, EFFECTIVE DATE OF APRIL 15, 1994. NAVD 88 ELEVATION = 304.972'.  
ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF GLUCKSTADT, MS.  
CONTRACTOR SHALL CONTACT MISSISSIPPI ONE CALL SYSTEM TO LOCATE AND MARK ALL UNDERGROUND UTILITIES BEFORE ANY EXCAVATION IS PERFORMED ON SITE.  
ALL RADIIUSES ARE MEASURED TO THE EDGE OF PAVEMENT.  
ELEVATION CERTIFICATES ARE REQUIRED FOR ALL BUILDINGS CONSTRUCTED IN FLOOD ZONE "AE".

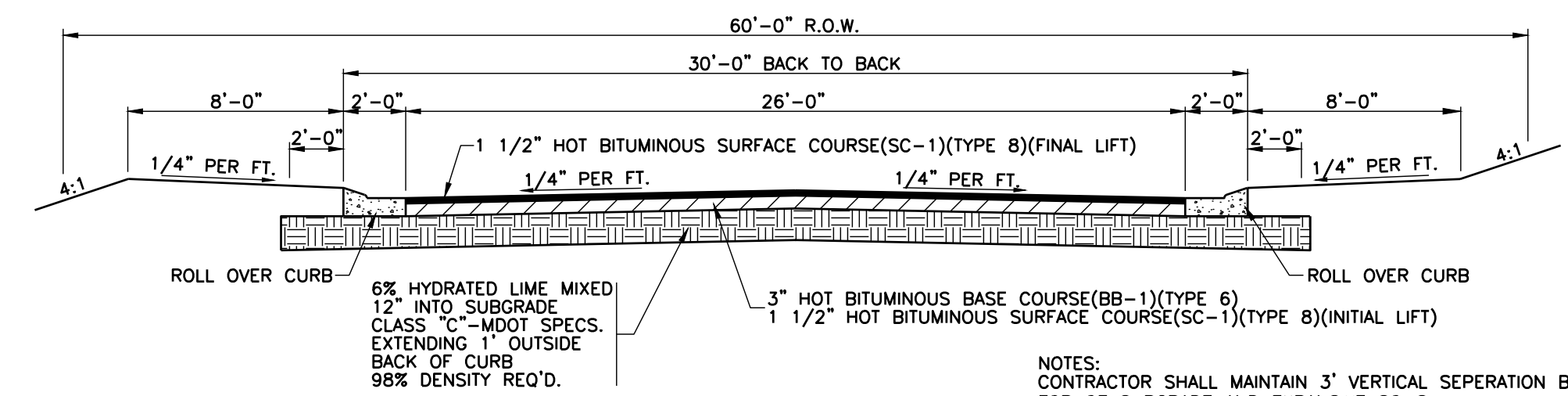
**CONSTRUCTION "BEST MANAGEMENT PRACTICES" (BMP'S)**

- DUST CONTROL WILL BE IMPLEMENTED BY WATERING CONSTRUCTION AREAS DURING DRY PERIODS.
- MULCHING, SEEDING (TEMPORARY & PERMANENT), TOPSOILING, AND TREE/VINE PLANTING WILL BE USED FOR PROJECT STABILIZATION AFTER DISTURBANCE.
- THE DETENTION FACILITIES FOR THE PROJECT WILL BE USED AS TEMPORARY SEDIMENT BASINS UNTIL FINAL STABILIZATION.
- SILT FENCE, STORM DRAIN INLET PROTECTION, AND STRAW BALE BARRIERS WILL BE USED DURING CONSTRUCTION, THE LOCATION(S) OF WHICH WILL BE SHOWN ON THE CONSTRUCTION DRAWINGS.

SURVEYOR'S CERTIFICATE OF COMPLIANCE  
STATE OF MISSISSIPPI COUNTY OF MADISON  
I, RONALD C. McMASTER, JR., PROFESSIONAL ENGINEER AND SURVEYOR, DO HEREBY CERTIFY THAT THE MONUMENTS AND MARKERS SHOWN HEREON ARE IN PLACE ON THE GROUND AND THE PLAT AND PLAN SHOWN AND DESCRIBED HEREON ARE A TRUE AND CORRECT REPRESENTATION OF A SURVEY TO THE ACCURACY DESIGNATED IN THE SUBDIVISION REGULATIONS FOR THE CITY OF GLUCKSTADT, MISSISSIPPI.  
WITNESS MY SIGNATURE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.  
RONALD C. McMASTER, JR., PROFESSIONAL ENGINEER AND SURVEYOR



TYPICAL STREET SECTION  
COMMONS DRIVE  
N.T.S.

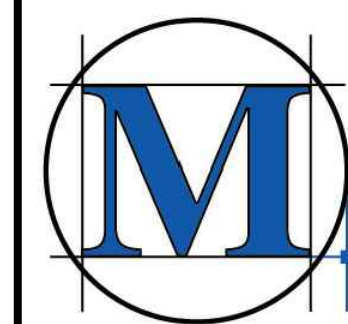


TYPICAL STREET SECTION  
EAST PARKWAY COVE & WEST PARKWAY COVE  
N.T.S.

| Revisions |      |        |    |
|-----------|------|--------|----|
| #         | Date | Nature | By |
|           |      |        |    |
|           |      |        |    |
|           |      |        |    |
|           |      |        |    |

|             |           |             |        |
|-------------|-----------|-------------|--------|
| Project No. | M-1501-13 | Designed By | J.B.H. |
| Date        | 06-27-23  | Drawn By    | J.B.H. |
| Scale       | SEE ABOVE | Checked By  | R.C.M. |

**PARKWAY COMMONS**  
CAMEL, LLC  
GLUCKSTADT, MISSISSIPPI



MCMaster & Associates, Inc.  
CIVIL ENGINEERS & LAND SURVEYORS

212 WATERFORD SQUARE  
SUITE 300  
MADISON, MS 39110  
601.605.1090

PRELIMINARY  
NOT FOR  
CONSTRUCTION

PRELIMINARY  
PLAT  
**1**