

APPLICATION FOR VARIANCE
Setbacks

Name and Address of Applicant: <i>Earl & Lottie Seales</i> <i>100 Westminster Court</i> <i>Madison, MS 39110</i>	<i>Lot 6</i> <i>New Castle Subdivision</i>
---	---

APPLICATION DATE	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
4-1-2021	R-1	See (Exhibit A)	081H-28 - 032/00.00	X	See (Exhibit B)

Other Comments: As per Article 804 of the Madison County Zoning Ordinance.

Comments

See Attachment "A"

Respectfully Submitted

Earl & Lottie Seales

Earl Seale & Lottie Seales

Petition submitted to Madison County Planning and Development Commission on _____

Recommendation of Madison County Planning and Development Commission on Petition _____

Public Hearing date as established by the Madison County Board of Supervisors _____

Final disposition of Petition _____

Application Variance Setbacks

Attachment "A"

We, the Scales, are requesting a variance setback for the following reasons:

- * The property sits on a corner lot and the proposed location of the garage is the South end of the house and would join the existing garage with a natural flow of the architecture design of the current house and the landscaping and water drainage.**

- * If the proposed garage is located anywhere else on the South end the house it would enclose and block visual site and light of the existing family room and alter the enjoyment of that room. In addition, it would interfere with the natural drainage and would pose drainage issues on that particular side of the property. Additionally, the irregular shape of the lot would pose additional shortage of buildable room considering the setback requirements.**

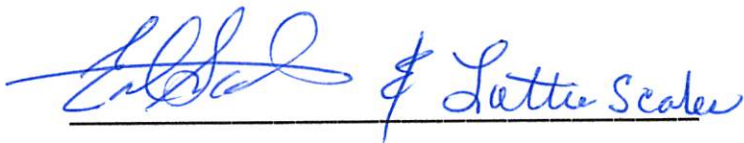
- * Part 2 New Castle Subdivision consist of one acre lots which does not easily allow for construction of extra garages or storage outlets due to the required setbacks requirements.**

- * New Castle subdivision is a multi-sectional development. Part 1 development consist of a minimum of two-acre lots whereas Part two, with the same setback requirements, are one acre lots thus making it difficult to construct additions. To compound the difficultness are the additional requirements of setbacks for corner lots. My lot is a corner**

lot and has a 50 feet setback requirement from the easement line on the front of the house (Normandy Circle) and as such the Southside of the corner lot (Westminster Court) must be 2/3 of the front amounting to 33 feet off of the property line. Other none corner lots are not subject to this requirement.

* Finally, allowing the variance would not endanger the neighbors clear sight of the flow of the traffic on Normandy Circle or Westminster Court. Thus, not posing a danger or hazard to the safety of the neighbors or visitors traveling the streets as it does obstruct the view of either street.

Respectfully submitted,

A handwritten signature in blue ink that reads "Earl & Lottie Scales". The signature is written in a cursive style and is underlined.

Earl & Lottie Scales

Application for Variance/ SetBacks

Earl & Lottie Scales

100 Westminster Court

Madison, Mississippi 39110

**TO: The Madison County Planning and Development
Commission:**

We, the neighbors of the Scales, have spoken with Mr. Scales about his plans to build a garage on his property and the need for a variance on the setbacks. We the undersign have no problem objections to the Scales's construction of the garage. The construction does not block the view of the incoming or outgoing traffic on the corner of South Normandy or Westminster Court.

Scales Application for Variance Setbacks – Continued:

Name:	Signature	Address
<u>Kermit Hoxness</u>		<u>104 Westminister Ct Madison MS 39110</u>
<u>Donald Guillory</u>		<u>113 Westmaster Ct Madison MS 39110</u>
<u>Sandra Eubank</u>	<u>Sandra Eubank</u>	<u>103 Westminister Ct Madison, MS 39110</u>
<u>BOBBY SMITH</u>	<u>Bobby E. Smith</u>	<u>151 NORMANDY Circle MADISON, MS 39110</u>
<u>Jaye Barron</u>	<u>Jaye Barron</u>	<u>Madison MS 39110</u>
<u>Charlie Bann</u>	<u>Charlie Bann</u>	<u>161 Normandy Circle</u>
<u>LeMoyne Manti</u>	<u>LeMoyne Manti</u>	<u>152 Normandy Circle Madison, MS 39110</u>

BOOK 816 PAGE 521

105740

PROTECTIVE COVENANTS

5431

The undersigned D. B. C. Corporation (hereinafter referred to as "Developer") is owner of certain land and property situated in Madison County, Mississippi which is more particularly described as New Castle, Part II, a subdivision per plat cabinet C, slot 105 in the office of the Chancery Clerk of Madison County, Mississippi.

Developer does hereby covenant and agree respecting said lots in New Castle, Part II, with all purchasers and future owners of each of said lots for a period of twenty (20) years from said date that the following protective covenants shall apply to each and every one of the above lots, to wit:

1. All of said lots in New Castle, Part II, shall be used for residential purposes only. No structure shall be erected, altered or replaced or permitted to remain on any of the above described lots in said subdivision other than single family dwellings not exceeding two stories in height above the first floor building foundation, together with the usual and customary outbuildings, such as garages. All buildings erected on any of the above described lots shall be of new construction and no lot shall be subdivided into a tract or tracts containing less than one (1) acre. However, nothing in these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from treating said lots as if they were but one single lot.

2. The term "residential purposes" as used herein shall be held and construed to exclude among other things, hospitals, duplex houses, apartment houses, garage apartments and to exclude commercial and professional use, (except an office in the home) and these covenants do hereby prohibit such usage for any lot.

3. No trailer or mobile home shall be placed on any lot.

4. No trash, ashes or other refuse may be thrown or dumped on any lot.

5. No building materials of any kind or character may be placed or stored upon said property except for a period of three (3) months, except with permission of Developer, prior to the time the owner of such lot commences improvements. Thereafter, all building materials on said property shall be stored in a neat,

orderly and unobtrusive manner or be properly screened, and said building materials shall be limited to those which are reasonably necessary for the construction or the maintenance of the residence or any outbuilding located thereon.

6. The use of concrete blocks or asbestos siding as building materials for an exterior finish is expressly prohibited.

7. No signs, billboards, posters or advertising devices of any character shall be erected on any lot, except "For Sale" signs not exceeding four (4) square feet and signs identifying the owner of the property not exceeding two (2) square feet in size.

8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. All fences are subject to approval by Developer.

~~10.~~ No non-domestic animals other than cattle and horses may be kept on said property. No kennels or pens may be constructed or used for the care and housing of a large number of dogs and the number of dogs regularly housed at the residence of the owner thereof shall be limited to two (2). Regardless of number, whether two or less, the keeping of said animals shall be such as to not constitute an annoyance or nuisance to the neighborhood. The maximum number of large animal units to be kept shall be one per acre.

11. All house plans, plot plans, landscape plans and sewerage disposal systems shall be approved by Developer. Sewerage disposal systems shall be individual sewer treatment systems and shall be ~~approved by both the Mississippi State Department of Health and the undersigned Developer or their successors in title or assigns~~ before same shall be constructed and operated on any lot herein. Developer may designate a specific treatment plant at the discretion of the Developer.

12. All homes built must contain a minimum of two thousand two hundred (2,200) square feet of heated living area and cost a minimum of eighty thousand dollars (\$80,000.00) to construct.

The minimum cost of improvements stated herein refers to the cost of construction at the date of this instrument and will vary

up and down with changes in the unit cost of construction in the future. For example, should construction costs at a given date be 10% less than that prevailing at the date of this instrument, improvements costing seventy-two thousand dollars (\$72,000.00) would satisfy the eighty thousand dollar (\$80,000.00) minimum requirement.

Should such construction cost advance 10%, an eighty-eight thousand dollar (\$88,000.00) expenditure would be required to fulfill the eighty thousand dollar (\$80,000.00) minimum requirement as expressed herein.

Developer shall be sole judge of the then prevailing cost of construction and shall evidence the same in writing to the purchaser at the time of construction.

13. All plot plans and house plans shall be submitted for approval to Developer prior to any construction work.

14. Developer hereby reserves the following utility easements over and across the lots in the subdivision:

- A. 10 feet adjacent to each side of lot line;
- B. 15 feet adjacent to each rear or back lot line; and
- C. 20 feet across and adjacent to front lot line.

Said utility easements are reserved for the purpose of providing space for constructing, maintaining and repairing a system or systems of electrical power, telephone or telegraph lines, gas, water, sewer and any other utility that the Developer, its successors and assigns see fit, in its discretion, to install across said lot. Neither the Developer, its successors or assigns nor Madison County, Mississippi, nor any utility company using easements herein referred to shall be liable for any damage done by them, their successors, assigns, or agents and employees or servants to shrubbery, trees, flowers or other property of the owners situated on the land covered by said easements, except to restore service of land to reasonably same condition as existed prior to installation of the respective utilities.

15. The title conveyed by Developer shall not in any event be held or construed to include the title to the water, gas, sewer, television or other communication transmission cables, electric

light, electric power, telephone or telegraph lines, poles or conduits or any other utility or appurtenances thereon constructed by Developer, its successors or assigns or by any utility company upon said property to serve said property. The right and easement to maintain, sell, repair or lease such lines, utilities and appurtenances erected by Developer, its successors or assigns to any public service corporation or any other parties is hereby expressly reserved to Developer.

16. No equipment, cars, trucks or other movable vehicles (including trailers) which require payment of taxes and purchase of license plates shall be kept on the lot unless the owner thereof has paid taxes on such vehicle. Those disabled vehicles not requiring the payment of taxes or purchase of license plates shall not be kept on the lot and shall be removed therefrom.

17. Outside clotheslines shall not be visible from neighboring houses nor from the street.

18. Any exterior improvements (i.e., satellite dish, etc.) are to be approved by Developer prior to installation.

19. No structure shall be erected on any portion of a lot which portion is subject to any easement for travel or utilities.

20. No pond or lake shall be constructed on any lot without prior written consent of Developer.

21. All the restrictions, covenants and reservations appearing herein, as well as those appearing in any deed or other conveyance for any contiguous lot, shall be construed together, but if any one of the same shall be held to be invalid or for any reason not be in force or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

22. If the owner of the lot or his successors in title or any of them or their heirs, devisees or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Developer, its assigns or successors or any owner of a lot in said subdivision to prosecute at any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prohibit him (or them) from so

BOOK 816 PAGE 525

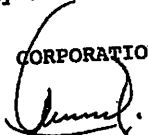
doing or to recover damages resulting from such violations. Any person found by such Courts to have violated these covenants shall pay a reasonable attorney's fee to the party or parties bringing such action for damages or seeking to enjoin said violation and the Courts may establish the amount of said attorney's fee.

23. These covenants are to run with the land and shall be binding on all parties or persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall continue to run with the land for the consecutive or subsequent terms of five (5) years each unless an instrument signed by the owner of the majority of the above described lots has been recorded in a public records lot agreeing to a revocation of said covenants in whole or in part.

24. After the initial twenty (20) year period, these protective covenants may be amended by written agreement duly executed by a party or parties owning a majority of the lots subject to the restrictions set out at the time said amendment, modification or revocation is sought.

WITNESS MY SIGNATURE, this the 3 day of March, 1993.

D. B. C. CORPORATION

By: 
Peter F. DeBeukelaer,
President

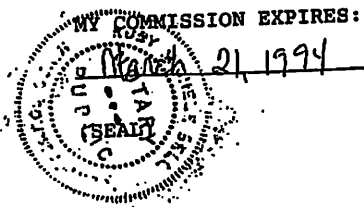
STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Peter F. DeBeukelaer, who stated and acknowledged to me that he is President of D. B. C. Corporation, and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of the corporation, he being duly authorized so to do.

BOOK 816 PAGE 526

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 3rd day of
March, 1993.

Ruby Michels Bell
NOTARY PUBLIC



castle2.102
5091-32/7160



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 5 day
of March, 1993, at 800 o'clock A M., and was duly recorded
on the MAR 05 1993, Book No. 816, Page 521.

BILLY V. COOPER, CHANCERY CLERK BY: K. Conway D.C.