RESIDENTIAL MODULAR SITE PLAN REVIEW

DATE:

February 12, 2016

OWNER:

Todd Babin

CONTRACTOR: Ferell Warden

2212 23rd Ave

Gulfport, Ms 39501

228-596-3316

PARCEL#

0604N-01-008.123

PARCEL ADDRESS: xxxxx W Wortham Road LEGAL DESC: lot 45 Wortham Heights Ph IV

Type of Request: Modular home

Zoning: R-2 Off -Frame: Yes

Planning Commission Approval: N/A

Flood Zone: C

Site Square Footage: .86ac

Building Sq. Footage (footprint): 1440 % Building Coverage of lot: <10%

Required Zone Front Setback/Actual: 40'/>40' Required Zone Rear Setback/Actual: 10'/>40' Required Zone Side Setback/Actual: 15'/>40'

Required Zone Side Setback/Actual: 15% 40°

Building Height: NTE 35'-

Permitted Use: OK Accessory Building: N/A

Abut Dedicated Street minimum of 35': OK

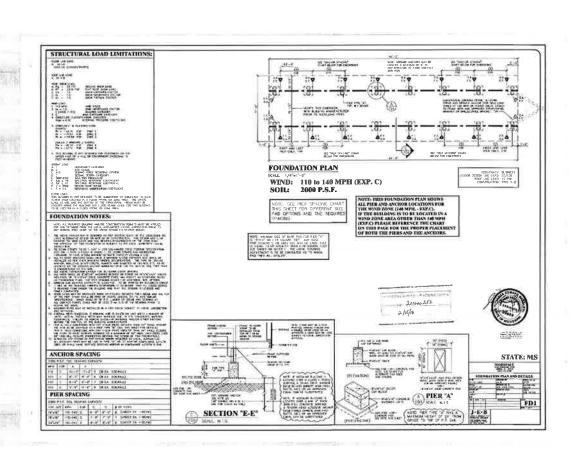
Visibility: OK Sidewalks: NA

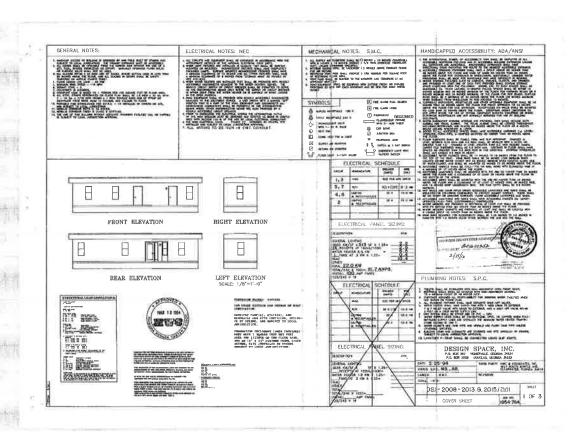
of Parking Spaces: 2

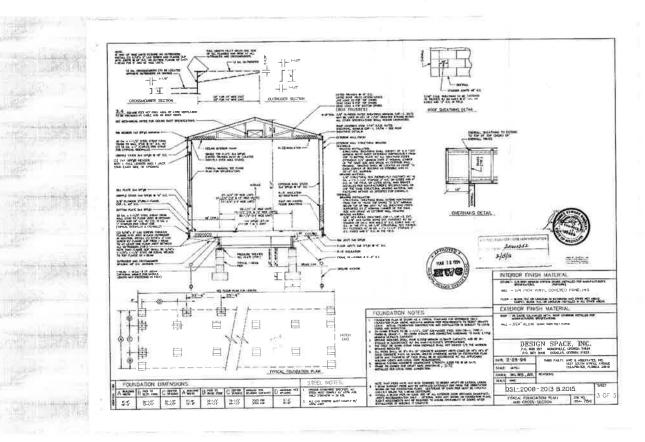
Required: 2

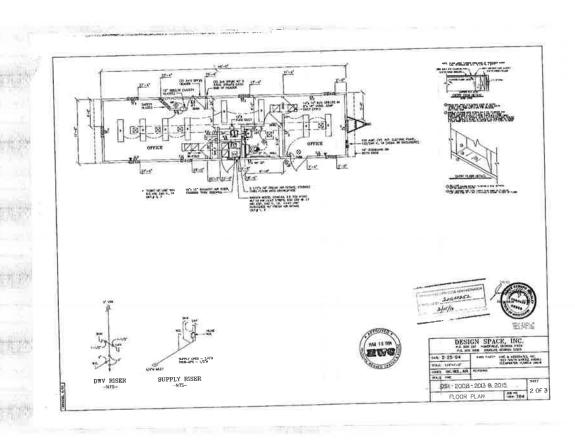
Driveway Surface Material: Not Specified











1800

LRMINQ01 APPRINQ36 Library 2016 BABIN TODD J

3957 GRILLETTA CT

Parcel 0604N-01-008.121 PPIN 128225

Alt Parcel 0604N-01-008.121

Exempt Code Tax District 2M

Subdivision 02372

WORTHAM HEIGHTS SUBD PH 4

Neighborhood

C/S/Z MARRERO LA 70072

Sect/Twn/Rng 35 05 12 Blk St W WORTHAM RD

Cls C-Acres C-Value U-Acres U-Value T-Acres Improved True Assessed

1 2 12000

12000 12000 1800 12000

Homestead Type 1=065 2=DAV 3=DIS 4=Reg Reg 100 DAV

Eligible for Class 1 N (Y/N)

New Value Added F-Fire O-Override
Drainage Code Benefit Price Total Deed Ref. 2014-0006638-D-J1 Deed Date 9 / 3 / 2014

Roll: Page Line Added 10 26 2006

County 4487 4 By SDD

City Changed 2 25 2015
School Por 100 x .05 =Levee Benefits F3-NEXT PARCEL, F5-LEGAL, F6-ADDENDUM, F7-DEEDS, F8-FLAGS, F9-OPTIONS

LRMINQ01 APPRINQ36

LAND ROLL MAINTENANCE

Parcel 0604N-01-008.121

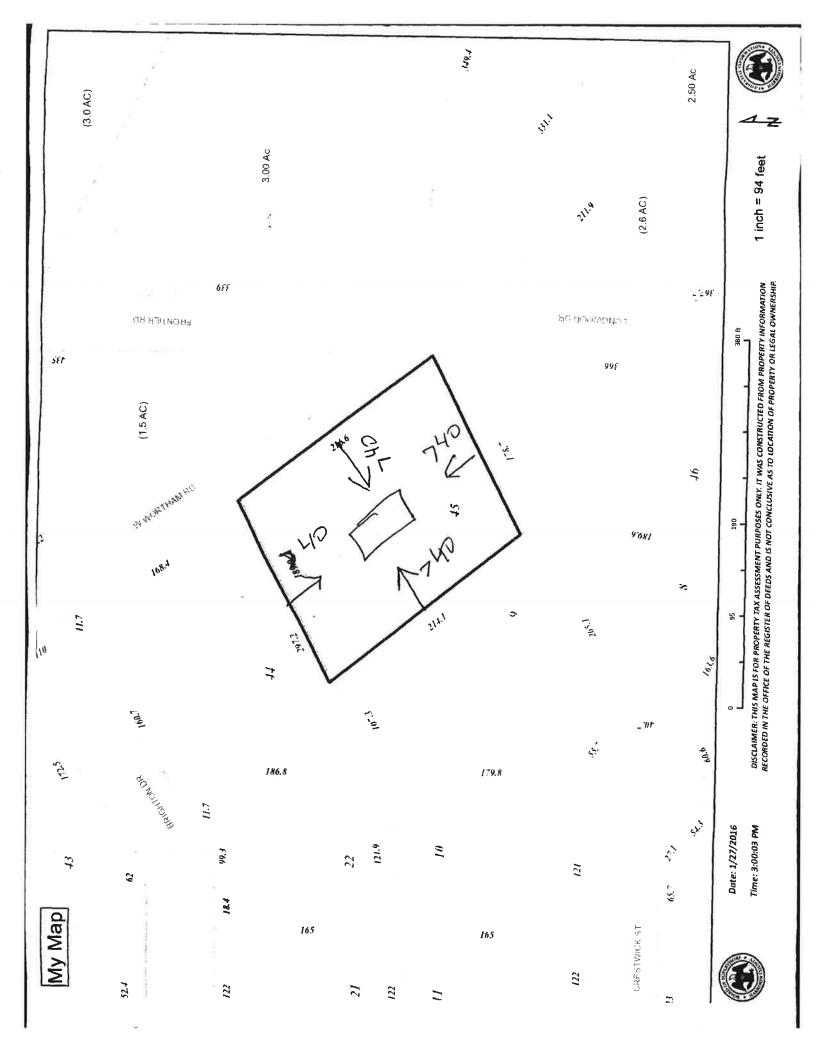
Library 2016 Legal Description LOT 43 WORTHAM HEIGHTS SUBD PH 4

PPIN 128225 Page 1

LRWINQ02/HC

(A/K/A SAFE HEAVEN) SEC 35-5-12

F1-1ST LGL, F2-NXT LGL, F3-NXT PARCEL, F4-NAME, F7-DEED, F8-FLAG, F9-OPTIONS







Lease to Purchase Agreement

On the 27th day of January 2016, Ferrell C. Warden, Jr. agrees to buy the property on Wortham Road in Gulfport, MS from Debra B. Babin and Todd J. Babin, Lessor. Legal Description is DR: 2014-0006638-D-J1 09/03/20 14-QC, LOT 45 WORTHAM HEIGHTS SUBD PH 4, SEC 35-5-1, WORTHAM HEIGHTS SUBD PH 4. Parcel# 0604N-01-008.123.

Lessee will pay \$300.00 a month for 120 months (10 years). The payment will be due on the 27th day of the month. If ten (10) days late there will be a late fee of \$25.00 added to payment and \$5.00 a day until paid. If 30 days late this agreement will become null and void, no money will be refunded.

You will be responsible for maintaining the property according to the Harrison County Code Enforcement Department. You will pay the taxes and insurance. There will be no prepaid penalty if paid off early.

When paid in full the Lessee will receive a Quitclaim Deed to the property.

Ferrell C. Warden, Jr, Lessee

Debra B. Babin, Lessor

Todd J. Babin, Lessor

STATE OF M5 COUNTY OF Marroyson

Signed before me on this 274 day of

January 2016 the within named

by Phys B. Bahra, Tedd J. Bahra farcus C. Warden

Notary Public Marroyson Expires C. Warden

My Commission Expires

Harrison County, Mississippi Unified Development Code

Master Planned Community - A development by one or more developers of real estate consisting of residential, commercial, educational, health care, open space and recreational components that is developed pursuant to a long range, multi-phase master plan providing comprehensive land use planning and staged implementation and development. *0901HC015 02/02/09

Metes and Bounds Description - A description of real property described by starting at a known point and describing the bearing and distances of the lines forming the boundaries of the property or described by delineation of a fractional portion of a section, lot, or area by described lines or portions thereof, and not described by reference to a lot or a block. *0901HC015 02/02/09

Mini-warehouse storage - A wholly enclosed building used for the storage of personal property in self-contained, self-storage units, each of which units has separate and exclusive access from either the exterior or interior of the building.

Mobile Home - A fabricated or factory built housing unit, built on a chassis whether on wheels or a foundation having the following characteristics -

- a. Designed for a long term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower bath, and kitchen facilities, with plumbing and electrical connections provided for attachment to outside systems.
- b. Designed to be transported after fabrication on its own wheels, or on flatbed or other trailers or detachable wheels.

Arriving at the site where it is to be occupied as a complete dwelling ready for occupancy except for assembly operations, location on foundation supports, connection to utilities and the like.

d. A dwelling manufactured before June 15, 1976 that is not constructed in accordance with the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended. A trailer, camper is not to be considered a mobile home.

Modular Home - A dwelling built in components substantially assembled in an off-site factory and transported to the building site for final assembly on a permanent foundation. This home is constructed without a permanent metal chassis. This home is built to the adopted building codes of the State of Mississippi and Harrison County. *0604HC124 04/20/06.

Multiple Dwelling Unit Building - Any structure or building designed for use by three or more households living independently of each other as separate housekeeping units, including apartment houses, apartment hotels, flats, and townhouses or condominiums, but not including auto or trailer courts or camps, hotels, motels, or resort-type hotels.

Neighborhood Scale Commercial – A retail, mixed use and/or office building with no more than 12,000 gross square feet serving a single tenant or as part of a multi-tenant commercial center with no more than 30,000 square feet with no single building more than 12,000 square feet. *0902HC055 02/09/09



Date: 2/18/14

Harrison County Code Office 15309 Community Road Gulfport, MS 39503

Re: Notice of Service

Dear Sirs:

This is to advise that Riverbend Utilities, Inc. will provide service to Lot 45 Wortham Heights Subdivision Phase 4 with Water & Sewel provided that Ferreu C. Warden TR meets all requirements for service which includes payment of tap fees, contribution in aid of construction, or any other condition applicable to service.*

Sincerely,

*Water only customers will not be connected to our system until *Riverbend Utilities, Inc.* is provided with either Form #335 or #910 as required by the Mississippi State Department of Health.

110 South Wilson Blvd P.O. Box 3224 Gulfport, MS 39505-3224

Phone: 228-832-2341 Fax: 228-831-9289 This Document Prepared By: James S. Nippes Post Office Box 13492 Jackson, Mississippi 39236-3492 601-952-2592

Indexing Instructions:
Lots 1 through 47, inclusive, of Wortham Heights
Subdivision, Phase Four
First Judicial District of Harrison County, Gulfport,
Mississippi, Recorded in Plat Book 47, Page 17.

1st Judicial District

Instrument 2006 3948 D -J1 Filed/Recorded 5 4 2006 4 28 P Total Fees 58.00

4 Pages Recorded

STATE OF MISSISSIPPI COUNTY OF HARRISON

RESTRICTIVE COVENANTS TO RUN WITH THE LAND

WORTHAM HEIGHTS SUBDIVISION - PHASE FOUR

KNOW ALL MEN BY THESE PRESENTS:

That Mississippi Coast Developers LLC, a Mississippi limited liability company ("Declarant"), being the current owner of lots in Wortham Heights Subdivision, Phase Four, located in Section 35, Township 5 South, Range 12 West, Harrison County, Mississippi ("Subdivision"), and having platted said into a subdivision as per map or plat recorded in the office of the Chancery Clerk for the First Judicial District of Harrison County, Mississippi, in Plat Book 47, Page 17, do hereby impose on said land and the lots in the aforesaid subdivision the following Restrictive Covenants, it being understood that the land will be used for the purposes set forth below only, and the present and future owners covenant and agree as follows:

THE LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes, unless approved by the Architectural Control Committee.



No mobile homes shall be permitted in Phase Four.

No more than one residence per lot.

BUILDING TYPE

No building shall be erected, altered, placed or permitted to remain on any lot other than a residential dwelling which may have a private garage or carport, unless otherwise approved by the Architectural Control Committee.

No structure of a temporary character, tent, shack, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

BUILDING SET BACK LINES

The front of the building set back line will be not less than 30' from each front property line; the side building set back line will be not less than 10' from each side property line; the rear building set back will be not less than 20' from each rear property line; and driveways shall be not less than 3' from side lot lines.

USED MATERIALS

No dwelling or accessory building shall be constructed of used materials without advance approval by the Architectural Control Committee.

NUISANCE

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to surrounding property owners.

STORAGE OF BUILDING MATERIALS

Supplies and building materials shall not be stored or piled on any lot for a period exceeding six (6) weeks.

The haphazard storing of materials is expressly prohibited.

PROHIBITED USES

All fires must be contained, enclosed and carefully supervised.

Fires are to occur only under safe conditions and in conformity with State and County laws concerning the same.

All property shall be kept clean and free of trash, garbage and debris at all times.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No unsightly trash, furniture, auto parts, etc., shall be placed next to the street. Each owner must make arrangements for removal of such trash.

PARKING OR STORAGE OF MOBILE HOMES, TRAILERS OR AUTOMOBILES

The parking or storage of a house trailer, mobile home or any other type of trailer, or automobile, not in actual use for the purpose it was originally intended, and stored or parked on the property for a period in excess of thirty (30) days, shall be presumed to be an ipso facto violation of this provision. No more than four (4) vehicles shall be normally parked at the premises.

TERMS OF RESTRICTIVE COVENANTS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of such restrictions, covenants and conditions being first recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots above described has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT

These restrictions, covenants and conditions may be enforced by Declarant or by the owner of any property above described, either by proceedings for injunction or to recover damages for the breach thereof, or both, in any Court of competent jurisdiction and with the venue over such proceeding. Subject, however, to the right of Architectural Control Committee to provide a written variance or waiver of any restrictions herein, which shall preclude any other owner from enforcing the restriction varied or waived as to the landowner to which it is granted.

APPROVAL OR DISAPPROVAL BY DECLARANT

The approval by Declarant as required in these covenants, shall be in writing. In the event that the Declarant or its designated representative fails to approve or disapprove within sixty (60) days after all necessary documents have been submitted to it, in writing, then approval will not be required and the related covenants shall be deemed to have been fully complied with. Declarant may later transfer in writing all or any portion of its enforcement powers and authority to a bonafide Homeowners Association or any other entity, agent or person.

SEVERABILITY

Invalidation of any one of these covenants by Judgment of Court order shall in no way affect any of the other provisions, which shall remain in force and effect.

ARCHITECTURAL CONTROL COMMITTEE

The initial Architectural Control Committee shall be composed of Thomas M. Harkins, Jr., William O. Jenkins, Jr. and Terry L. Jenkins. Decisions of the Architectural Control Committee shall be by

majority vote. Once all lots have been sold by Declarant, then the Architectural Control Committee shall be selected by a majority vote of the owners of the lots in Phase Four based on one vote per lot.

EXCEPTIONS FOR CERTAIN OWNERS

If at any time a landowner owns twenty (20) or more lots or homes in the Subdivision, then thereafter the landowner shall have the right to erect, place, and operate any type of office trailer on one of the lots in order to maintain leasing and/or sale operations of the homes owned within the Subdivision.

THIS INSTRUMENT IS EXECUTED ON THIS He day of May, 2006.

Mississippi Coast Developers LLC

Jonathan C. Brister, manager

STATE OF LOUISIANA
PARISH OF JAMMANY

Personally appeared before me, the undersigned authority in and for the said county and state, as of the #/t day of May, 2006, within my jurisdiction, the within named Jonathan C. Brister, who acknowledged that he is a manager of Mississippi Coast Developers LLC, a Mississippi manager-managed limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My Commission Expires:

Lynne Fruchtnion