

**PLANNING COMMISSION MEETING
MUNICIPAL CENTER COUNCIL CHAMBERS
Tuesday, July 5, 2016**

The regular meeting of the Planning Commission was scheduled and held in the Council Chambers of City Hall on July 5, 2016. Regular meetings of the Planning Commission are broadcast and recorded electronically. Minutes reflect a summary of the proceedings and actions taken.

1. Chairman Harless welcomed everyone and asked the Commission members as well as the audience to please speak into the microphone so they could be heard. Chairman Harless called the meeting to order at 6:04 p.m. requesting the roll call.
2. Ms. Pam Rush called the roll of the Commission and established a quorum.

Commissioners Present: Mike Harless, Susan Burrow, David Clark, Mayor Mike Palazzolo, and George Hernandez

Commissioners Absent: Rick Bennett, Alderman Forrest Owens, Hale Barclay, and Dike Bacon

Staff Present: David Harris, Tim Gwaltney, Sheila Pounder, Cameron Ross, and Pam Rush

3. Approval of Minutes for June 7, 2016:

Chairman Harless stated for those people who just arrived, tonight's agenda is on the front table. The first order of business is the approval of the minutes for the June 7, 2016 meeting. If there are no additions, corrections or deletions to the minutes of the June 7, 2016, meeting of the Planning Commission, he would entertain a motion for approval.

Ms. Burrow moved to approve the Planning Commission minutes of June 7, 2016, seconded by Mayor Palazzolo.

Chairman Harless asked for a roll call.

Roll Call: Barclay – absent; Burrow – yes; Hernandez – abstain; Bacon – absent; Harless – yes; Owens – absent; Clark – yes; Bennett – absent; Palazzolo- abstain. **The motion was passed**

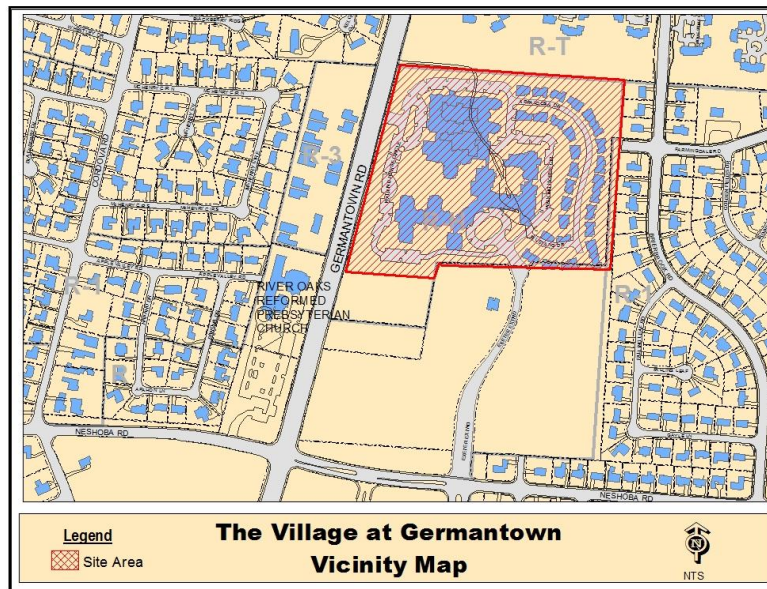
4.a. The Village at Germantown-Common Areas Expansion, 7820 Walking Horse Circle – Request Revised Preliminary and Final Site Plan Approval

Ms. Pounder made a presentation of the application to the Planning Commission.

INTRODUCTION:

Development Case Number	(14-490)
Case Name:	The Village at Germantown-Common Areas Expansion
Owner Name/Applicant Name:	The Village at Germantown, INC (Donald P. Selheimer, CFO)
Representative Name:	Brian Martinelli w/ANF Architects
Location:	7820 Walking Horse Circle
Zoning District:	“R-H” Retirement Housing Zoning District
Area:	.15 Acres (Project)

*Refer to the Disclosure Form attached for more information



BACKGROUND: The Village at Germantown was initially approved as Project Development Contract #1098 by the Board of Mayor and Aldermen on June 23, 2003. It is currently a 247-unit continuing care retirement community for seniors and contains varying levels of housing and care, including single-family cottages, independent living apartments, assisted living, skilled care and special care units, and a rehabilitation facility.

On February 19, 2014, the Planning Commission approved an expansion plan that included the following:
New Memory Care and Assisted Living Facility – a new 3-story building that will contain 49,705 sq. ft. of floor area. The building contains 30 assisted living dwelling units, 16 memory care dwelling units and 2 skilled care units;

Rehabilitation Facility – a 1,760 sq. ft. building located in the existing northern courtyard.

Kitchen Facility Expansion – the existing building footprint was expanded by approx. 2,968 sq. ft.

Parking Area Expansion – an additional 17 parking spaces to be constructed along the southern portion of Walking Horse Circle. These spaces were approved with the original site plan but were not constructed.

On July 7, 2015, the Planning Commission approved a preliminary and final site plan that included a new 4-storey building with 31 independent living units and underground parking for 38 vehicles. The Design Review Commission approved the final site plan that included the new facility on July 28, 2015. On January 5, 2016, the Planning Commission approved revisions to the July 7, 2015 site plan that included reducing the building height to 3-storey, increasing the number of units to 33, removing the underground parking garage and adding 19 additional new surface parking spaces in front of the building along Walking Horse Circle. The new site plan also reflects the inclusion of a new courtyard that will be surrounded on all sides by buildings.

DISCUSSION: The current request seeks to revise the preliminary and final site plan to include expansion of four common areas that will change the approved building footprint for this project. The four common areas to be expanded are the fitness room, activity room, maintenance facility, and bar/bistro. Detailed information about each common area is as follows:

	PROJECT SITE AREA					Total Project Expansion	OVERALL DEVELOPMENT AREA
	Fitness Room	Activity Room	Maintenance Facility	Bar/Bistro			
Development Acreage						0.15 ac.	27.49 ac.
BUILDING SIZES							
Existing							189,691 sq. ft.
Addition	1,794 sq. ft.	1,242 sq. ft.	852 sq. ft.	2,448 sq. ft.	6,336 sq. ft.		6,336 sq. ft.
(33 unit addition approved on 1/5/2016)							20,380 sq. ft.
BUILDING HEIGHT (above grade)	31.3'	20'	20.6'	16.9'	N/A		35'
NUMBER OF PARKING SPACES	No Change	No Change	No Change	No Change	No change	No change	Required 378 Provided (based on previously approved plans)

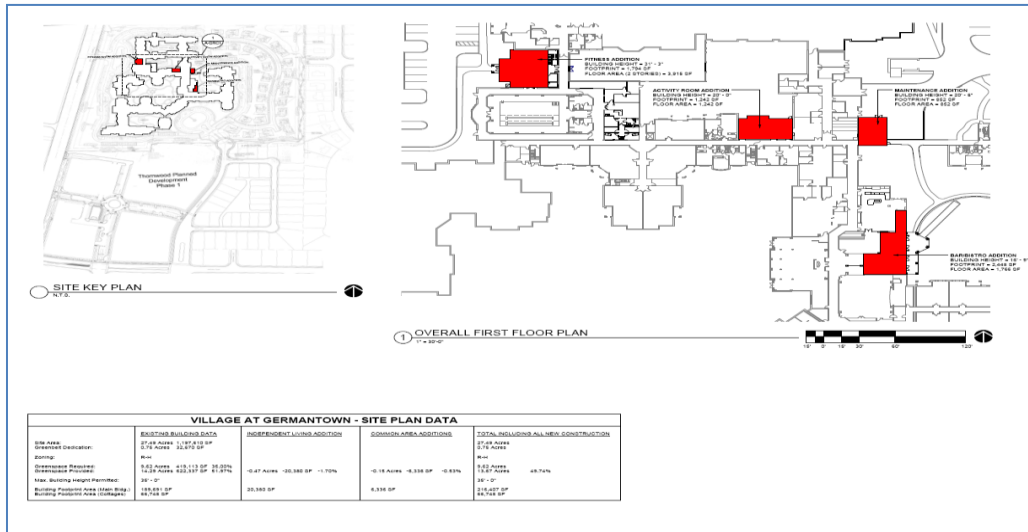
PLAN REVISIONS TO TAC AND SUBDIVISION SUB-COMMITTEE COMMENTS: NONE NEEDED

The Technical Advisory Committee (T.A.C.) met on June 16th and made the following comments:

STAFF COMMENTS:

A. GENERAL COMMENTS

1. All domestic water, fire lines and sewer line modifications and relocations must be designed and inspected per City of Germantown construction standards.
2. Existing utilities requiring relocation or removal shall be the developer's responsibility.
3. All recorded easements shall be shown on the plat. A five (5) foot utility easement is required along all property lines, adjacent to and not within any other easement.
4. An improved driving surface shall be provided prior to the commencement of construction, so as to provide a hard surface parking area for emergency vehicle access.
5. All survey data shall be tied to Tennessee State Plane Coordinates and the City of Germantown monumented survey control. The final plat, construction drawings and "as built" plans shall be submitted on electronic media in DXF format. Concrete monuments shall be placed at all corners of the subdivided property.
6. The Developer agrees to include in all contracts between the Developer and purchaser of any part of the property (Lot Purchasers) the following, unless otherwise authorized in writing by the City Engineer:
 - (a) All streets shall be kept clear and free of dirt and debris;
 - (b) All construction activity shall begin no earlier than 7:00 a.m. and end no later than 6:00 p.m., Monday thru Saturday, and no construction activity shall be permitted on Sundays; and
 - (c) The Developer and Lot Purchasers shall provide the Department of Community Development with the name, address and phone number of person(s) to be contacted and responsible for correcting any of the above should the occasion arise to do so.



Germantown Planning Commission Application
The Village at Germantown Common Area Expansion

Project Description

This project adds four (4) small additions to the existing Village at Germantown senior living facility. The additions are a new fitness wing, an activity room and wood shop expansion, a maintenance shop and garage, and an expansion to the existing bar and bistro. Each of these additions are outlined in more detail below. Out of the total 27.49-acre site area, this project will encompass a total of 0.15 acres (6,336 SF). Vehicular circulation on site will not be changed, and parking will be generally unaffected. The common area expansions are solely about expanding footprint of the shared spaces the Village already has in order to accommodate its existing residents as well as the new residents from the Independent Living addition. While no additional parking will be needed, the maintenance addition will free up 2 existing spaces which are currently taken up by the Village’s bus and limousine.

All materials will match the existing building in color and texture. Materials used include brick veneer, stucco, EIFS banding and window trim, vinyl and aluminum storefront windows, asphalt shingle roof, and PVC column covers.

While we do not envision the need for any variances or warrants with this project, some existing utilities within the project site will need to be relocated, including underground water lines for fire protection at the fitness addition, as well as some storm drainage and sanitary sewer lines (including a grease trap) at the garage addition.

Fitness Addition

This two-story brick and frame addition will relocate and enlarge the Village’s current aerobics and exercise equipment areas. It expands the total building footprint by 1,794 SF.

Activity Room Addition

This one-story brick and frame addition will expand the existing wood shop and create a new activity/multi-purpose space that will house crafts, meetings, and other resident services. It expands the total building footprint by 1,242 SF.

Maintenance Addition

This one-story brick and frame addition will relocate and enlarge the Village’s maintenance shop, as well as create a dedicated asphalt parking area for the Village’s bus and limousine. Additionally, the existing

corridor in this area will be extended to lessen the distance residents are exposed to the weather when walking between this area and the residential “J” wing to the east. Giving the Village’s campus vehicles a dedicated area to park will free up two existing campus parking spaces. This addition will increase the total building footprint by 852 SF.

Bar/Bistro Expansion

This one-story brick and frame expansion will double the size of the existing bar as well as increase the size of the existing bistro. It will relocate the private dining room further east, allowing an area for scooter parking. A covered porch will also be created outside the bar adjacent to the existing shuffleboard court. This expansion will increase the total building footprint by 2,448 SF.

The construction of this project will be in two phases to optimize contractor access and continued use of existing spaces, with the first phase consisting of the garage, bar/bistro, and activity room, as well as the new fire protection riser room for the fitness addition. The second phase will be constructing the remainder of the fitness addition. Construction is expected to commence in the fall of 2016, with an anticipated construction schedule of thirteen (13) months.

Village at Germantown Common Area Expansion

Addition Sizes

Fitness Addition

The two-story fitness addition relocates and expands the Village’s existing exercise spaces. Currently, their equipment and aerobics rooms are a total of 1,230 SF. The new addition will be 2,685 SF larger, for a total of 3,915 SF. The area previously used for fitness activities will be absorbed by the Clinic as part of a separate interior re-model.

Activity Room Addition

This addition adds a new function – activity space for meetings, crafts, games, etc. – as well as expands the existing wood shop. The new activity space is 906 SF. The wood shop, which is currently 656 SF, will be increased by an additional 336 SF, for a new total area of 992 SF.

Maintenance Addition

This addition gives the Village’s maintenance department a second area to perform their work nearby their existing space. Their existing space is 484 SF, with the new addition adding another 852 SF, for a new total area of 1,336 SF.

Bar/Bistro Expansion

This expansion will enlarge and reorganize the existing Bar, Bistro, and Private Dining room, as well as add a dedicated scooter parking area. This area is currently 3,198 SF, and will be expanded by an additional 1,766 SF, for a new total area of 4,964 SF. This work will also relocate and expand the size of an exterior covered patio by 382 SF from its current 300 SF, for a new total area of 682SF.



CITY OF GERMANTOWN TENNESSEE

DATE RECEIVED: _____
RECEIVED BY: _____

1930 South Germantown Road • Germantown, Tennessee 38138-2815
 Phone (901) 757-7200 Fax (901) 757-7292 www.germantown-tn.gov

PLANNING COMMISSION OFFICIAL APPLICATION FORM

TYPE OF APPLICATION	
(Check <input checked="" type="checkbox"/> all that apply):	
<input type="checkbox"/> Sketch Plan;	<input checked="" type="checkbox"/> Preliminary Site Plan; <input checked="" type="checkbox"/> Final Site Plan
<input type="checkbox"/> Minor Subdivision;	<input type="checkbox"/> Preliminary Plat; <input type="checkbox"/> Final Plat
<input type="checkbox"/> Grading/Tree Removal;	<input type="checkbox"/> WTF (Wireless Transmission Facility)
<input type="checkbox"/> Rezoning From: _____	To: _____
<input type="checkbox"/> Other: _____	

IS THIS SITE WITHIN A SMART CODE AREA: (Circle One) YES NO	
(Please note - if yes, than follow Smart Code Application Instructions to complete this form for submittal)	
PLANNED USE DEVELOPMENT'S (PUD) ONLY:	
<input type="checkbox"/> PUD Outline Plan (Master Plan);	<input type="checkbox"/> PUD Amendment to Outline Plan;
<input type="checkbox"/> PUD Preliminary Plan (individual phases);	<input type="checkbox"/> Final Plan (individual phases);
Phase: _____ of _____	Date of PUD Outline Plan (Master Plan) Approval: _____
Other: _____	
PROJECT INFORMATION (Provide Additional Pages as Needed)	
Project Name: <u>The Village at Germantown Common Areas Expansion</u>	
Address/Location: <u>7820 Walking Horse Circle</u>	
Project Description: <u>Additions to the campus in four areas to expand the size and type of existing common spaces. Areas include a two-story fitness addition, a one-story activity room addition, a garage/maintenance addition, and an expansion of the bar/bistro</u>	
No. of Acres: <u>0.17</u> - Project Size Parcel Identification Number(s): <u>G0220 0044C</u>	
<small>27.49 - Total Property Area</small>	
PLEASE ATTACH A LETTER EXPLAINING THE PROJECT, IN DETAIL, AND LISTING ALL VARIANCES REQUESTED FROM THE SUBDIVISION AND ZONING REGULATIONS.	
OWNER/LESSEE/DEVELOPER INFORMATION	
Owner Name (Print): <u>The Village at Germantown</u>	Address: <u>7820 Walking Horse Circle</u>
Phone No.: <u>(901) 752-2508</u>	Email Address: <u>dselheimer@village-germantown.com</u>
Signature of Owner _____	
Lessee Name (Print): _____	Address: _____
Phone No.: _____	Email Address: _____
Signature of Lessee _____	
Developer Name (Print): _____	Address: _____
Phone No.: _____	Email Address: _____
Signature of Developer _____	
PLEASE ATTACH A COPY OF THE DEED REFLECTING OWNERSHIP OF THE SUBJECT REAL PROPERTY	

AGENT/REPRESENTATIVE INFORMATION	
Name: <u>Brian Martinelli</u>	Title: <u>Project Manager</u>
Company Name: <u>ANF Architects</u>	Address: <u>1500 Union Ave., Memphis, TN 38104</u>
Phone No.: <u>(901) 278-8868</u>	Email Address: <u>brianm@anf.com</u>
Who will represent this proposal at the Planning Commission meeting? <u>Brian Martinelli</u>	
ENGINEER/SURVEYOR INFORMATION	
Engineer Name: <u>George Holliday</u>	Address: <u>2650 Thousand Oaks Blvd., Suite 3200, Memphis, TN 38118</u>
Phone No. <u>(901) 260-9843</u>	Email Address: <u>gholliday@ssr-in.com</u>
Surveyor Name: _____	Address: _____
Phone No.: _____	Email Address: _____

2. **Not for Profit Entities.** If the Applicant (including all owners, lessees and developers) submitting the Application ("Applicant") is a not for profit entity, the authorized representative of the Applicant must list below the name and business or home address of the President (or equivalent chief executive officer) and the members of its board of directors:

Applicant: The Village at Germantown
 Address: 7820 Walking Horse Circle

President or Equivalent Chief Executive Officer: Don Selheimer
 Address: 7820 Walking Horse Circle

Members of the Board of Directors of the Applicant:

Name	Business or Home Address
<u>SEE ATTACHED SHEET</u>	_____
_____	_____
_____	_____
_____	_____

Note that approval of the application is based upon information provided herein and any change in this information including any change in ownership interests of the subject real property, after filing the application may result in reconsideration of any approval.

The Applicant/Owner/Lessee acknowledges and agrees that if the developer of a project is not the owner of the subject real property, the owner/lessee and developer shall be required to join in the project development contract with the City and the obligations of the project development contract shall be the joint and several obligations of the developer, owner, and lessee.

**The Village at Germantown
Board of Directors**

William Kenley, FACHE Chairman
Sr. Vice President/CEO
Methodist Germantown Hospital
7691 Poplar Avenue
Germantown, TN 38138

Donna Abney
Executive Vice President
Methodist Le Bonheur Healthcare
1211 Union Avenue, Suite 700
Memphis, TN 38104

Chris McLenn
CFO Methodist Healthcare
1211 Union Avenue, Suite 700
Memphis, TN 38104

Dr. James W. Harkess, M.D.
Campbell Clinic
1458 West Poplar Suite # 100
Collierville, TN 38017

Mark Halperin
Executive Vice President & Chief Operating Officer
Boyle Investment Company
5900 Poplar Avenue
Memphis, Tennessee 38119

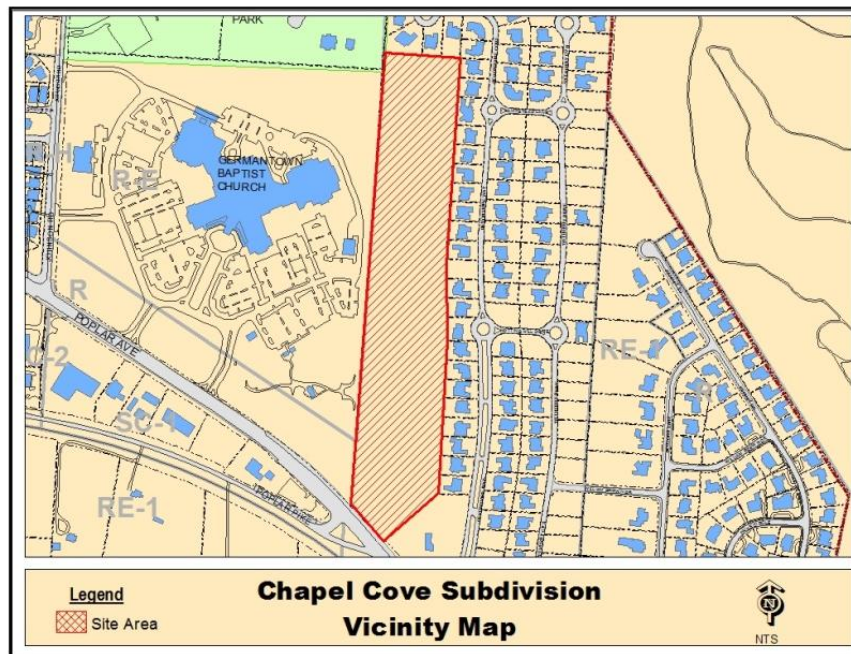
4.b. Request Preliminary and Final Plat Approval of Chapel Cove Subdivision

Ms. Pounder made a presentation of the application to the Planning Commission.

INTRODUCTION:

Development Case Number	16-620
Case Name:	Chapel Cove Subdivision, Phases 1 & 2
Location:	North side of Poplar Avenue, 397.5' west of Devonshire Way
Owner Name:	Germantown Baptist Church
Applicant Name:	Wilson Crossing Partners, LLC - Developer
Representative Name:	Michael Rogers w/Fisher Arnold - Agent/Representative
Zoning District:	R - Low Density Residential
Area:	23.25 Acres
Request:	Preliminary and Final Subdivision Plat Approval of 45 Lots in Two Phases

*Refer to the Disclosure Form attached for more information



BACKGROUND: The property was annexed into Germantown in 1988.

DISCUSSION:

PROPOSED NUMBER OF LOTS: 45 lots (Phase 1 = 23, Phase 2 = 22)

MINIMUM LOT SIZE: 15,398 sq. ft.

PHASES: Two

COMMON OPEN SPACE: Two landscaped areas at subdivision entrance and three medians within the street length.

EXCEPTIONS FROM STANDARD REGULATIONS: Variance Request to Section 17-56(k), Maximum length of a dead end street and no more than 30 lots. Subdivision proposal is for development of a cove that is 2,240 feet in length and has 45 lots on a dead end street.

SUBDIVISION VARIANCE CRITERIA:
ZONING ORDINANCE, SECTION 17-8

- (a) Where the planning commission finds that extraordinary hardships or practical difficulties may result from strict compliance with this chapter and/or the purposes of this chapter may be served to a greater extent by an alternative proposal, it may approve variances to this chapter if it shall make findings based upon the evidence presented to it in each specific case that:
- (1) The granting of the variance will not be detrimental to the public safety, health or welfare or injurious to adjoining property.
 - (2) The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property.
 - (3) Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result if the strict letter of this chapter is carried out.
 - (4) The variances will not in any manner vary the provisions of the zoning ordinance.
 - (5) The basis for the request is not the result of more inconvenience or financial disadvantage to the property owner.
- (b) A petition for any such variance shall be submitted in writing by the sub divider at the time when a design plan is filed for the consideration of the planning commission. The petition shall state fully the grounds for the application and all of the facts relied upon by the petitioner. Special consideration will be given to those developments described in sections [17-65](#) and [17-66](#). The planning commission may attach any conditions to the granting of a variance that it deems necessary.

PLANS REVISIONS TO TAC AND SUBDIVISION SUB-COMMITTEE COMMENTS: The preliminary and final plats has been revised to include a 10' wide pedestrian path to Johnson Park, increased lot depth for lots in Phase 2 that abuts lots in Devonshire Gardens PUD, and to address a number of site plan issues raised by TAC.

The Technical Advisory Committee (T.A.C.) met on June 16th and made the following comments:

STAFF COMMENTS:

B. PRIOR TO PRELIMINARY AND FINAL PLAN APPROVAL

1. Entrance street to the subdivision to be approved by TDOT prior to Planning Commission's approval (Submit letter of approval from TDOT).
2. Need temporary construction easements for all off-site work. Provide all offsite grading and improvements permission from adjacent property owner, including residents in Devonshire Gardens PUD), prior to Planning Commission's approval.
3. The Section 17-56(k) of Subdivision regulations requires the following: Dead-end streets. Dead-end streets shall be no longer than 1,200 feet. In addition, no more than 30 units shall front on such streets. Where the depth of a cover is over 400 feet, as measured from the

center of the through street to the center of the turnaround, the diameter, face to face, of the paved cul-de-sac shall be meet fire code standards.

C. PRIOR TO CONSTRUCTION DRAWING APPROVAL

1. Infrastructures (water) for this development should be installed with Phase 1 depending on the water pressure calculations as approved by the City Engineer.
2. If the drive access through GBC is to be gated, show note about gate and detail on plat. Add access easement and maintenance responsibility agreements to plat.
3. Provide drainage calculations to go with drawing and explain capacities.
4. Show new sidewalks on Poplar Avenue frontage tying into the sidewalks to the east abutting Devonshire Gardens PUD.
4. HOA document should be recorded on plat with following note: "as recorded in inst# _____" Note concerning responsibility for COS should also be shown on plat.
5. Provide a five (5) foot utility easement as required along all property lines, adjacent to and not within any other easement or submit a letter from each utility company stating their agreement to not require such easement.
6. Five foot utility easements must be on the house side of any other easements (water, sewer, or drainage).
7. Provide a note on the plat that states the following: Lots 29-34 have a 20' drainage easement and a 5 foot utility easement outside of the drainage easement area located along the rear property lines. Accessory structures or buildings are prohibited within all recorded easements.
8. Show and label side yard setback on all lots, especial on lots with utility easements (water, sewer, & drainage) are also present.
9. Sidewalk location note should be shown on the plats.
10. Turns in roadways shall be constructed with a minimum radius of 60 ft (18.2 m) to the outside of the turn.
11. Dead-end fire apparatus access roads in excess of 150 feet shall be provided with a turnaround cul-de-sac of 96' diameter cul-de-sac.

D. GENERAL COMMENTS

1. Minimum finished floor elevations shall be indicated on the plat and grading and drainage plan sheets. FFE are required on Lots.
2. All recorded easements shall be shown on the plat.
3. Plans for any entrance treatment and common area landscaping shall be submitted to the Design Review Commission for its approval. The development shall obtain the necessary approvals from the Design Review Commission prior to development contract approval.
4. Any entrance feature/landscaping shall be contained in a landscape easement and shown on plats.
5. The subdivision covenants shall include a provision for an owner's association that shall be responsible for the maintenance of the fence/entrance structures, landscaping, irrigation, and common open space.
6. Add the following note to the plats: The Developer agrees to include in all contracts between the Developer and purchaser of any part of the property (Lot Purchasers) the following, unless otherwise authorized in writing by the City Engineer:
 - (a) All streets shall be kept clear and free of dirt and debris;
 - (b) All construction activity shall begin no earlier than 7:00 a.m. and end no later than 6:00 p.m., Monday thru Saturday, and no construction activity shall be permitted on Sundays; and
 - (c) The Developer and Lot Purchasers shall provide the Department of Community Development with the name, address and phone number of person(s) to be contacted and responsible for correcting any of the above should the occasion arise to do so.

STAFF RECOMMENDATION: Approval, subject to Staff comments.

Board Discussion:

Mr. Clark asked about the pedestrian easement and if the plan specified what material the easement would be and whether it will be a paved path or an open easement?

Ms. Pounder answered no; the information did not specify the type of materials.

Mr. Clark asked staff whether the applicant is showing on the plan opposite of what staff is asking concerning the north half being phase one and the south half being phase two.

Ms. Pounder answered yes, we are asking that the phases be flipped so that north half is phase one and the south half is phase two. This is because the only entrance for construction access to this development is from Poplar Avenue, and we know from experience that if phase one is the south half the residents in those homes will complain about the construction traffic going in and out.

Mayor Palazzolo asked about the easement that gets us to Johnson Road Park on the diagram. It looks like it connects with what is already a little bit of a pathway that leads around the back side of the water treatment facility. What is that aligning with?

Ms. Pounder answered that it looks like there is already a drainage easement there as shown on the picture. The path goes down the southeast property line and gets you to the park and then into the greenway.

Mayor Palazzolo asked if Phase 1 will be closer to Poplar Avenue on the south side and Phase 2 being on the north side, would the community have access to this easement during construction?

Keith Grant with Wilson Crossing Partners, LLC, at 177 Crescent Drive, Collierville, TN, residing at 3175 Bedford Lane, Germantown, TN 38139. The Grant family has lived in Germantown for 40 years; Mr. Grant is also a member of the Germantown Baptist Church. The project is 45 lots in 2 phases. The proposed first phase will be located at Poplar Avenue, and the second phase being north of that. We are asking for a variance tonight to pursuant Section 17-53(k) of the Zoning Ordinance to allow a dead end street that is no more than 1,200 feet in length and to allow more than 30 units on a dead end street for Chapel Cove Subdivision.

Mr. Grant stated that he finds it impossible to develop Phase 2 before phase 1 and would prefer not to develop both phases at the same time. The fewer projects the better, because he has seen what happens when you put too many lots on the ground at one time; plus, the overall infrastructure cost doesn't make a lot of sense and is not practical. Also, the other request concerning putting in a construction entrance is not possible because they would have to get that from the church and that is not an option.

Mr. Grant stated that they are asking for a variance from the requirement of a dead-end street over 1,200 feet and more than 30 lots on dead-end street. He stated that it is predicated on the fact that when Devonshire was put in, no stub street was required to this property. Although the property was owned by the church, it was still zoned for residential uses. If a stub street had been required, it would have eliminated the need for this problem. We have intentionally put in an emergency access easement to the church and have been granted an access easement by the church. We have also intentionally put in a boulevard entrance so that if one side is blocked, you can still get out of the other side.

Mr. Grant offered to attach covenants regarding the minimum size homes he will allow on the 45 lots and other stipulations in response to the requests made by the neighbors. A traffic island has been added. He

also said trees of more than 5 inches in diameter 4 inches from the ground would not be cut in a 15-foot buffer (Tree Preservation Zone) on the east and north side of the development. He agreed to hold builders to the same standard.

Mr. Grant stated we are formally requesting a friendly amendment be made to the staff report dated July 5, 2016 removing the following conditions.

1. A.4. (last Sentence) – However; if the variance is granted and the developer is permitted to exceed 1200 feet maximum for a dead end street, the Fire Department would recommend providing automatic sprinkler protection for the homes in the development.
2. A.5. – Phase one should be north half instead of south half or show construction entrance.
3. A.6. – All infrastructures (water/sewer) for this development should be installed with Phase.
4. Item 3. (shown under “Prior to Construction Drawing Approval”) – Existing 60” pipe is required to tie into existing pipe from GBC.
5. Item 8. (shown under “Prior to Construction Drawing Approval”) – Five Foot utility easement must be on the house side of any other easements (water, sewer, or drainage).
6. B.2. – All recorded easements shall be shown on the plat. A five (5) foot utility easement is required along all property lines, adjacent to and not within any other easement.

Chairman Harless asked if the land is staying green and untouched up to that half way point, or will there be a sufficient infrastructure? Will the emergency access road be part of Phase one?

Mr. Grant answered that a sewer outfall will be installed, and dirt from the first phase will be filled in on Lots 3 or 4. That will be part of phase one. It will be an access road and sidewalk maintain by the Homeowners Association. It’s not a public street.

Chairman Harless asked how we would make sure the Germantown Baptist side of the emergency ingress road is maintained?

Mr. Ross stated that maintenance and inspection that is required from the Fire Department for larger facilities. They could help facilitate that maintenance.

Fire Chief John Selberg stated they will have access through the church building parking lot, so this will become access for that subdivision. It will have to be maintained in the same manner as the church.

Tim Gwaltney asked about A.6 relating to the infrastructure all being built with Phase 1. He wanted to clarify that Mr. Grant is referring to all infrastructure related to water and sewer and not the roadway itself. Regarding the sewer line, they are proposing to provide sanitary sewer that is required for Phase 1 and into Phase 2, but not wanting to extend the waterline beyond phase one line. When calculations are performed it will show that from the volume and pressure standpoint there are no issues. However, we do prefer waterlines to be looped and as proposed this will not be looped. A loop provides multiple feeds into the area; this will be a dead end waterline until it is extended into Phase 2. One other issue with a dead end waterline is that the water does not circulate very well. As time goes on, if the water is not circulated or flushed the taste of the water will not be good either. So for those reasons, we would recommend not waiving that condition (water line loop) of approval.

Mr. Rogers with Fisher Arnold at 9180 Crestwyn Hills Drive, Memphis, TN 38125, noted the problem with putting water in is that unlike the sewer, which is deeper, the road will be graded. If we put water in 3 or 4 feet deep down through there, it’s going to have to be redone when we built the road in Phase 2. So if the pressure and the flow are there, I still make a case that at this time it would be better not to extend and to complete that loop at a later time as part of Phase 2.

Mr. Gwaltney answered that the sewer is going to be extended.

Mr. Grant answered there is one section that is not.

Mr. Ross answered the sewer line would go to appropriately Lot 38.

Michael Rogers noted that he wanted to correct putting that easement over the drainage easement. That was not the intent. Our intent is as you know we are putting 5 feet utility easements around all 4 lots lines of each lot. We have 5 lots total, 2 have public drainage easements going down one side lot line. One has a public sewer easement going down the side lot line. One has a public water easement going down lot line. Our request would apply just on those 5 lots. There is one side lot line that does not have a 5 foot utility easement.

Chairman Harless asked to Mr. Gwaltney, so you are okay with the sewer being extended, and it's not an issue right now.

Mr. Gwaltney responded that item 3 the 60 inch pipe we are okay with it not going underground and we are okay with the previously discussed access easement. As far as item 8, I am not prepared to change that. That has been the City's and MLGW's requirement for years.

Support:

Jack Johnson at 380 Falling Creek Lane stated I have been building homes in Germantown for 43 years. I think Chapel Cove will be the best thing that ever happens to Devonshire Gardens, because a new subdivision with \$200,000 lots and 4000 square foot homes will revive Devonshire Gardens.

James Kirby, Chairman of the Trustees for Germantown Baptist Church, stated the church is in favor of this development. The church has owned this property for a number of years, and it is asset that we do not use. We agree in the best interest of the church and Germantown community to sell this property, and use the money to expand our ministry.

Bill Watson at 2974 Weatherly Cove North stated he was the first home in Devonshire Gardens. Also, the easement that has been put in is a great thing; my lot gets a lot of traffic on it.

Opposition:

Michael Geiger noted because the variance allows Mr. Grant to develop 15 additional lots, this will net him an additional \$3 million, and the residents in Devonshire Gardens proposed Chapel Cove include a 50-foot tree buffer. "He needs to give something back to the City and stakeholders. A greenbelt is one such item. The greenbelt we suggest would add value to the Chapel Cove and cover the subdivision too." A 50-foot buffer exists now, part of the church's earlier plans to develop additional ball fields. But City Code does not require a tree buffer between residential developments. Mr. Grant moved the road in the development 15 feet to the west to create the preservation zone. A larger zone, he said, would limit builders' creativity by reducing lot sizes. The land is a thin tree-covered strip between the church and Devonshire Gardens. As Germantown pushes for more projects, developers are largely left to choose from small parcels that often require variances to make them profitable.

Mayor Palazzolo asked about the covenants and restrictions. We heard the developer and the applicant make a presentation of the covenants and restrictions. Is this enforceable and what are the legal steps?

David Harris answered the proposal that would be shown on the plat, is that there would be the declaration covenants and restrictions. It is a private covenant and not enforceable by the City.

SUBDIVISION AND SITE PLAN SUBCOMMITTEE REVISIONS & RECOMMENDATION:

The subcommittee met on June 22, 2016, and withheld a recommendation on this item.

PROPOSED MOTION #1: To approve a Variance pursuant to Section 17-53(k) of the Zoning Ordinance to allow a dead end street that is no more than 1,200 feet in length and to allow more than 30 units on a dead end street for Chapel Cove Subdivision, subject to the Board's discussion, staff comments, and the plans filed with the application.

Ms. Burrow moved to approve a Variance pursuant to Section 17-53(k) of the Zoning Ordinance to allow a dead end street that is no more than 1,200 feet in length and to allow more than 30 units on a dead end street for Chapel Cove Subdivision, subject to the Board's discussion, staff comments, and the plans filed with the application, seconded by Mayor Palazzolo.

Chairman Harless asked for a roll call.

Roll Call: Barclay – absent; Burrow – yes; Hernandez – yes; Bacon – absent; Harless – yes; Owens – absent; Clark – yes; Bennett – absent; Palazzolo- yes. **The motion was passed**

Ms. Burrow voted yes; I think there is a desire and a need for this development.

Mr. Clark voted yes; the way the piece of property lays it really requires two ways in. The Fire Chief has explained to us that this ingress with street narrowing. I don't think public safety is an issue.

Mr. Hernandez voted yes; what I understand the primary reason for the 30 lot maximum 1200 foot dead end is limited for the emergency ingress and the intermittent access for the church.

Chairman Harless voted yes, with the approval of the Fire Chief, so that we can satisfy the requirement of the emergency vehicle into this property and to protect all our citizens.

Mayor Palazzolo voted yes; due to the emergency access, variance request, and also for the number of homes located in development.

PROPOSED MOTION #2: To approve the Preliminary and Final Subdivision Plat for 45 Lots in Two Phases for Chapel Cove Subdivision, subject to the Board's discussion, staff comments, including the six changes presented by the developer and staff comments expressed thereto, tree preservation zone plan, and the plans filed with the application.

Mr. Harris stated that you have before you these suggested changes that deal with six items that were in the staff comments. So the Planning Commission needs to either include these changes in the motion or not. My suggestion is that you should add to the language in the motion after the word staff comments, including the changes requested by the developer. My second suggestion would be to include in the motion the reference that was made to the Tree Preservation Zone Plan.

Mr. Ross stated our Fire Chief Selberg said A. 4. could be deleted provided the maintenance is upheld for the emergency access. Regarding A.5., we can delete. A.6. needs to be moved prior to construction drawings approval, so we can get more calculates and other information that's part of their construction drawings and design documents. Item 3 can be deleted along with item 8. B.2. would need an amendment and get the information from the MLGW prior to a construction plan approval from the City.

Mayor Palazzolo asked where the 15 feet came from with the neighboring subdivision. It was 50 feet that the church had granted at one point and time. Why is it no longer enforceable, but why not 25 feet. I walked the property, and it looks like a skinny neck tie.

Mr. Grant noted what we did is look at each lot with the typical building footprint of a house that will go on it. Also, the back of these lots falls off, so that's why there are drainage issues. What we looked at for a typical house on the lot is having a sloop 5 to 1 or 6 to 1. You have to get down to where you get the water away from the house and into the swales and a drainage structure.

Ms. Burrow moved to approve the Preliminary and Final Subdivision Plat for 45 Lots in two phases for Chapel Cove Subdivision, subject to the Board's discussion, staff comments, including the six changes presented by the developer and staff comments expressed thereto and subject to utility provider approval, the tree preservation zone plan, the plans filed with the application, and the declarations of covenants and restrictions to be recorded and shown on the plat.

Seconded by Mayor Palazzolo.

Chairman Harless asked for a roll call.

Mr. Clark voted yes; I appreciate the Grants meeting with the developers and the homeowners coming to speak to us tonight and the representation from Devonshire Gardens. This will be great for the City.

Mr. Hernandez voted yes; I appreciate the neighbors along with the adjoining property and developers working together, because not everyone gets what they want all the time.

Chairman Harless stated "Ladies and gentleman, I wish we could film this and take it to all our developers. The developer did what he was supposed to do," by talking out concerns first with neighbors. He took their ideas to make it a win-win for everybody.

Mayor Palazzolo voted yes; I do want to personally thank Phyllis and Bill Allen who invited us to come and walk through their property. They gave us access to the site. I took advance of that on Saturday. I want to make the public aware that your Planning Commission members do make site visits. Rather they drive around or get out of their car and walk; they always have the plans with them. The real winner is the entire community and that we have access to our Johnson Road Park and to our green line. That we didn't have, rather it be for Bedford and Devonshire Gardens or this new development. I do appreciate everyone coming together.

The following letters were submitted as part of the record:



Mr. Cameron Ross
Director
Economic and Community Development

Dear Cameron:

I became aware of some comments reportedly made at the Planning Commission Subcommittee Meeting last week. Apparently, during that meeting there was some discussion about home fire sprinklers in which a developer gave reasons that they did not want to consider sprinklers for the homes in the proposed Chapel Cove Subdivision. I wish to provide some clarification in regards to some of the claims being made:

MYTH: Home sprinkler systems are too expensive.

TRUTH: In our area, they cost about \$1.00 to \$1.25 per square foot to install in new homes.

SOURCES: According the Home Fire Sprinkler Coalition, the national average cost of sprinkler systems installed in new construction is \$1.35 per square foot <http://homefiresprinkler.org/fire-sprinkler-answers/>

The National Fire Protection Association reports a national cost of \$1.35 per square foot down from 2008 when the national average cost was \$1.61 per square foot. <http://www.nfpa.org/>

According to the local chapter of the Society of Fire Protection Engineers, in Shelby County the average cost of residential sprinkler systems for new construction ranges from \$1.00 to \$1.25 per square foot.

MYTH: The water damage caused by sprinklers will be more extensive than fire damage and will cause my insurance rates to go up.

TRUTH: Fire sprinkler systems are installed to stricter standards than regular domestic water supply. Therefore, the chance of a leak due to system malfunction is extremely low.

SOURCE: In a report provided by NFPA, the American Housing Survey reported that 4.6% of all occupied homes, including apartments, have sprinkler systems. Less than 5% of those homes reported damage from sprinklers in the absence of fire.



According to the Home Safety Council, www.homesafetycouncil.org, the insurance industry banks on the fact that having installed fire sprinklers not only protects against fire injuries and deaths; they also protect against fire damage. As an incentive for customers, insurance companies offer discounts ranging from 5% to 30% off the fire portion of homeowner premiums. This discount would not be possible if the risk of damage increased.

MYTH: All of the sprinkler heads will activate during a fire, resulting in extensive water damage.

TRUTH: This is a misconception. Only sprinkler heads near the fire will activate. Usually only a single sprinkler head is needed to keep a fire in check.

SOURCE: Hollywood has helped create this misconception as they often show a room or building completely engulfed in water due to all of the sprinkler heads activating. However, sprinkler heads are only activated by a heat sensor on each sprinkler head. The only exception would be a Deluge System this is designed to activate all heads in special occupancies in which a fire might quickly overcome a single sprinkler system, such as highly combustible storage. This is not used in homes, offices or stores.

According to the National Fire Incident Reporting System (NFIRS), 90% of all home fires are controlled or extinguished by one sprinkler head. A residential sprinkler head discharges approximately 13 to 14 gallons per minute. This is compared to a fire hose that can flow 150 – 1,000 gallons per minute, which would result in much higher water damage. Having a home fire sprinkler system drastically reduces the chance that fire department hose lines will be needed to extinguish the fire.

MYTH: Sprinkler systems do not actually save lives or reduce fire damage.

TRUTH: Residential sprinkler systems are designed for the primary purpose of saving lives. It is recognized that even with a quick fire department response time (once the fire is noticed), the fire will be able to rapidly grow to a major fire before the fire department could arrive. There is no other way to actually provide immediate protection (not just notification) to your family.

SOURCE: There are no recorded fire deaths in a home protected by a sprinkler system. According to a report of by NFPA, *U.S. Experience with Sprinklers*, property damage is reduced by 68% in homes protected by a sprinkler system.

City of Germantown, Tennessee

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We have found that there are still some people, especially some builders, that are misinformed about residential fire sprinklers. The resistance is usually due to additional costs and misunderstanding. As fire fighters, our sole concern is saving lives and property.

I realize that Fire Marshal Dwyer will continue to work with the City to assure that this development meets code requirements. Some of this could include the option of residential fire sprinkler for homes if the access is inadequate, such as an extended cove. Again, for us, the bottom line is protecting our citizens and saving lives.

I would appreciate it if you could pass along this information to the members of the Planning Commission so that they can be informed. Please let me know if I can provide any further information.

Sincerely,

A handwritten signature in cursive script that reads "John M. Selberg".

John Selberg
Fire Chief
Germantown Fire Department

Chairman Michael Harless
Objections to Chapel Cove Subdivision
July 1, 2016

Harmonious and Coordinated Development

During the June 28, 2016 meeting, WCP provided a draft set of Declaration of Covenants for Chapel Cove. In part, these Declarations included restrictive covenants which would guide and control building within Chapel Cove. A copy of the excerpt from these Declarations which includes these restrictive covenants is included at Rider B.

WCP representatives stated at this June 28 meeting that they will commit to implement these restrictive covenants at Chapel Cove. WCP represented to the Devonshire Gardens residents that they will similarly commit to the Planning Commission that it will file and implement these restrictive covenants.

Assuming that WCP honors this representation, these restrictive covenants assist in better ensuring the harmonious and coordinated development of residential structures in Chapel Cove. If WCP refuses or fails to formally adopt or commit to these restrictive covenants as drafted, then no controls will exist regarding buildings, building materials or uses. Objections to the absence of appropriate covenants are detailed in my June 20 objections and incorporated herein.

Nonetheless, as much as the draft restrictive covenants assist, critical distinctions remain between the proposed Chapel Cove development and Devonshire Gardens.

Devonshire Gardens provides amenities including a grand Clubhouse, a tennis court, and a three tier pool. The dedicated Devonshire Gardens common areas provide a park-like setting with paths around these amenities. Chapel Cove will have no similar offerings or common areas for its residents. The vast majority of houses constructed in Devonshire Gardens well exceed 5,000 sq. ft. With a proposed 4,000 sq. ft. minimum in Chapel Cove, perhaps this same dynamic will develop or perhaps the average size of construction will be much closer to 4,000 sq. ft.

Accordingly, it is an undeniable fact that these two subdivisions will differ in what is offered to and available for its residents while construction may differ significantly in terms of size of residences. Even with restrictive covenants, there are no assurances of harmonious and coordinated development in these immediately adjacent subdivisions. With the variance, Chapel Cove will squeeze in 45 lots where only 30 would be authorized.

As such, a greenbelt or natural buffer is necessary as protection against development which may well fail to result in harmonious or coordinated construction. Devonshire Gardens is established as a premier, higher end residential subdivision with the amenities noted above. Chapel Cove will not and cannot offer these same or similar amenities as 100% of the development is dedicated to lots to be sold by WCP. The subdivisions will necessarily be different in character and feel. A greenbelt zone is required between these developments under these circumstances.

Michael J. Geiger
3055 Devonshire Way
Germantown, TN 38139
July 1, 2016

VIA email

Michael Harless, Chairman
Germantown Planning and Economic Development Commission
City of Germantown
Germantown, Tennessee 38138

Re: Planning Commission Case No.: 16-620
Project Name: Chapel Cove Subdivision
Applicant: Wilson Crossing Partners, LLC
Objections to Final Subdivision Plat Approval

Dear Chairman Harless and Commission Members:

Please accept these objections and comments regarding the above-referenced proposed Chapel Cove Subdivision. Wilson Crossing Partners, LLC ("WCP") is the developer seeking the variance and approval of its plans. WCP's proposal, while perhaps substantially improved during this process, still falls short in the following key areas: failure to ensure harmonious and coordinated development within Germantown; and failure to preserve the "naturalized and designed beauty" of Germantown as mandated in the City's Vision 2020 Plan.

As a procedural matter, these objections are in addition to my objections filed on June 20, 2016 prior to the Planning Commission Subcommittee meeting held on June 22, 2016. These objections specifically incorporate these June 20, 2016 objections. A copy of the June 20, 2016 objections are attached at Rider A for immediate reference. Please note that while I submitted the June 20, 2016 objections, the Devonshire Gardens Board of Directors subsequently adopted those objections as the Board's position.

Background

My family has resided in Germantown since moving to Tennessee in 1998. We have resided in Devonshire Gardens since 2006. We are long term residents and vested in the City. I am a member of the Board of Directors of Devonshire Gardens. Our goal is for the City to succeed, flourish and establish itself as the premier residential community for years to come. We believe that the Planning Commission plays a vital role in establishing the harmonious and

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Chairman Michael Harless
Objections to Chapel Cove Subdivision
July 1, 2016

Long Term Planning

The City's Vision 2020 Plan mandates that the City officials and Commissions influence the future with a goal of Germantown becoming and remaining a "community of residential neighborhoods with naturalized and designed beauty". WCP's current proposal provides nothing to achieve this goal. Indeed, if approved as requested, the proposal will destroy the natural growth areas currently existing between Devonshire Gardens and the Church property. The WCP proposal would in no manner prevent clear cutting of lots or areas.

As the Planning Commission evaluates this proposal of WCP in light of the mandated Vision 2020 requirements, certain facts require consideration for long term planning. The interests of WCP are, by definition, short term. WCP seeks to acquire the property, develop the property, and sell the lots on the property for \$200,000 per lot. WCP has been clear on the point that neither WCP nor the Grants intend to build any houses within Chapel Cove. Just as the Music Man, WCP will sweep into town, collect money, and be gone.

In contrast, the interests of Devonshire Gardens citizens are already established and, in many instances, already long term. The Devonshire Gardens residents have already invested in purchasing their homes. The Devonshire Gardens residents have been and will continue to pay taxes in the City. We live here. We are part of the fabric. We are stakeholders for the long term and not for some quick investment. We are the ones with property values that may be negatively impacted.

The monetary, short term interests of WCP must not and cannot be placed above the long range needs of the Devonshire Gardens residents who are already vested and committed to the City.

The greenbelt area under consideration is full of mature and even old growth trees and greenery. Once destroyed, such conditions cannot be replicated for generations to come. Such little space in Germantown remains with old growth areas and undisturbed mature trees. To authorize or allow its destruction so that WCP can benefit financially would represent a disservice to the citizens of Germantown. Such actions would be an abandonment of the guiding mandates for this Planning Commission.

At the June 28 meeting, WCP provided a revised development plan which included slightly deeper lots along the eastern side of the Chapel Cove subdivision. WCP opined that with the lots being 10 feet deeper, builders will be more inclined to maintain trees along the back of property boundaries. Yet, no commitment or obligation of preservation would be in place.

More is required of WCP who stands before this Planning Commission seeking approval of a variance which would line the pockets of WCP with an additional \$3,000,000. An express condition of approval of the variance must be the establishment and maintenance of an appropriate greenbelt along the east and north sides of the proposed development. While WCP will be gone once lots are sold, the Devonshire Gardens residents remain and consideration must also be given to the future residents of both Devonshire Gardens and Chapel Cove.

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Chairman Michael Harless
Objections to Chapel Cove Subdivision
July 1, 2016

Please note, at the June 28 meeting, WCP agreed to "consider" a green belt or preservation zone requirement in its plans. As of the time of submission of these objections, no proposal had been received from WCP. As a Devonshire Gardens stakeholder, I continue to invite proposals to address such matters, but must present these objections based on the current record.

Drainage, Johnson Road Park Access, Restrictive Covenants, and Phasing of Construction

Numerous additional matters have been raised regarding the proposed development project of WCP. This communication will touch on such matters briefly. I defer to others who may file objections or concerns on these issues. I raise them to ensure that the Planning Commission is aware of such items and properly addresses them.

Drainage

At the June 28, 2016 meeting, WCP engineers provided some details concerning drainage for the project. While all details could not be fully developed at this juncture, WCP appears to have placed consideration on these issues and is plainly aware of the need to comprehensively address those issues.

Johnson Road Park Access

The revised plan presented on June 28 provides an access point to Johnson Road Park. Others within the Devonshire Gardens community agreed to work with WCP to determine the feasibility of access to the park for Devonshire Gardens residents.

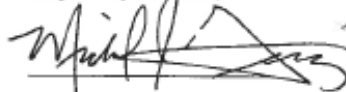
Restrictive Covenants

As described above, WCP committed to those restrictive covenants relating to building as reflected at Rider B. In the event WCP does not reaffirm this commitment without exception before the Planning Commission, steps must be taken to ensure that such restrictive covenants will be in place.

Phasing of Construction

WCP proposed to build out Phase 1 of its proposed development from Poplar Avenue to the first circle in Chapel Cove. Thereafter, WCP would build out the remainder of the development. The Devonshire Gardens residents agree with WCP on this phased approach.

Respectfully submitted,



Michael J. Geiger

second access road to Chapel Cove through Germantown Baptist Church property has been removed and access to Johnson Road Park has been removed. WCP intends to utilize all land to maximize the number of lots it can sell. Many specific issues raised at the April meeting have never been addressed by WCP. With this proposal before the Planning Commission, WCP's true intent becomes clear that concerns raised by stakeholders simply will not be addressed. Specific objections follow:

WCP's proposal fails to provide for coordinated and harmonious development of Germantown. WCP's proposal would require mere compliance with R zoning code, which is among the least restrictive codes. Permissible uses and building materials per R zoning code are forbidden to be used in Devonshire Gardens subdivision. The Devonshire Gardens subdivision Covenants are quite restrictive and expressly intended to result in a premium housing development. For Devonshire Gardens, those covenants require minimum square footage of living space exceeding 4,000 sq. ft. Exteriors on all sides must be of stone work. Above ground pools are not allowed. There is a minimum of three car garages with garage doors facing away from the street. As a result, Devonshire Gardens presents with the highest end houses in the City.

WCP's proposal with R zoning and no restrictions would allow for carports, above ground pools, frame houses, metal windows, and numerous other matters expressly precluded in Devonshire Gardens. WCP proposes to have one half of all the lots back up to houses in Devonshire Gardens. WCP has given absolutely no consideration to the disparate types of residential structures which will be adjacent to each other. When presented with this dynamic in April, WCP responded that it proposes to sell each lot for \$200,000 and at that price, quality will take care of itself. WCP's meaningless response provides no assurance in any manner for this Commission or the citizens in Devonshire Gardens.

The stated purpose of the Germantown Planning Commission is to review plans "for the purpose of guiding a coordinated, adjusted and harmonious development of the City". Permitting the "anything goes" development proposal of WCP to rest adjacent to the premium, covenant restricted Devonshire Gardens highest end residences cannot be argued to be coordinated in any fashion. An open carport next to an above ground pool, as permitted in WCP's proposal, immediately adjacent to the stone-work waterfall leading to an in ground pool in the backyard of a 5,500 sq. ft. residence in Devonshire strikes no one as "harmonious". Allowing WCP's proposal to proceed as submitted would be an abandonment of the stated purpose of this Commission.

Viewed in a larger context, Devonshire Gardens and Bedford Plantations are surrounded by a golf course to the east, Johnson Road Park to the north, Germantown Baptist Church to the west, and Poplar Avenue to the south. The proposed WCP development is the only realistic residential development in this area. Lower end houses as would be permitted with the WCP proposal would destroy the already established coordinated approach this Commission has worked to achieve and bring disharmony with disparate development. This Commission cannot approve the WCP proposal.

WCP fails to propose covenants or restrictions. WCP will not be involved in building houses in Chapel Cove. WCP's role is limited to developing the area and selling lots. As such, WCP possesses every financial incentive to avoid or limit any restrictions on its abilities. Indeed, WCP seeks to have the least restrictive R zone code apply to its proposal. As noted above, when presented with concern that lower end buildings and building materials would be used, WCP did not turn to covenants to ensure appropriate standards would be met. Instead, WCP relies on economics suggesting that anyone who pays \$200,000 for a lot will then only construct top quality housing. Perhaps WCP did not hear about the 2008-2009 recession where "economics" changed many perspectives.

Regardless, the appropriate manner to protect and preserve interests is through covenants and restrictions on development to ensure that minimum requirements are met. WCP will be gone once the lots are sold. WCP itself will have no control once lots are sold. WCP's position that the price of a lot will then dictate the building thereafter will only be ensured through requirements and not wishful thinking. If WCP believes its own words that the lot price will drive top quality building, then WCP should have no objection to a covenant which requires it. The Commission should have WCP stand up to its own representations.

WCP fails to account for drainage issues. Along the east side of the proposed WCP project, surface water drainage is an issue. Numerous Devonshire Gardens residents along that path have spent substantial sums to address the drainage which runs from south to north and eventually to retention ponds in Johnson Road Park. As understood, the WCP proposal will not comprehensively address drainage. If not addressed as a whole, the issues may fall to individual lot owners. The potential for disputes and instances of self-help is plain. Any plan needs to comprehensively address the drainage concerns. One proposed solution rests with the objection regarding the greenbelt area.

The disappearing greenbelt and Vision 2020. At present, a 50' dedicated greenbelt exists between Devonshire Gardens and the church property. WCP proposes to completely eliminate that greenbelt with its development. Contrary to WCP's economic interest to develop as many lots as large as possible, a greenbelt is necessary and appropriate between Chapel Cove and Devonshire Gardens. Foremost, WCP seeks R zone code permitted building. While objection is raised to that issue, anything less than the type of restrictions in Devonshire Gardens requires some physical set off between subdivisions. A greenbelt assists in accomplishing that task.

The 50' greenbelt further assists in the Commission meeting its own stated purpose of providing coordinated and harmonious development. Where development will be permitted that is not coordinated, then greenbelts represent one method to draw distinction between areas. Further, the Devonshire Gardens and Bedford Plantations subdivision are also separated at various points with greenbelt areas. To maintain the greenbelt would be harmonious among these three subdivisions.

In addition the City's Vision 2020 Plan directs that City agencies and Commissions are about influencing the future rather than simply preparing or adapting to

Michael J. Geiger
3055 Devonshire way
Germantown, TN 38139
901.219.5549
June 20, 2016

Michael K. Harless
Chair
Germantown Planning Commission
City of Germantown
Germantown, TN 38138

Re: Planning Commission Case No.: 16-620
Project Name: Chapel Cove Subdivision Phase 1&2
Applicant: Wilson Crossing Partners, LLC
Objections to Preliminary and Final Subdivision Plat Approval of 45
Lots in Two Phases

Dear Chairman Harless and Fellow Planning Commission Members:

Please accept these objections and concerns raised regarding the proposed plat approval for Chapel Cove Subdivision. The matter is listed as Agenda Item 2 for the June 22, 2016 meeting of the Planning Commission Subcommittee. I offer these objections as a long term City resident, and a residential property owner who resides in the Devonshire Gardens subdivision immediately adjacent to the proposed development.

I also serve on the Board of Directors of the Devonshire Gardens Homeowners Association. Given the timing of these developments, the Devonshire Gardens Board has not met to discuss these matters. That Board may ultimately submit separate objections or join these objections.

In general, the proposed development of Wilson Crossing Partners ("WCP") complicates neither with Germantown Vision 2020 nor the stated Purpose of the Germantown Planning Commission. WCP failed to account for the surrounding developments, failed to provide a coordinated development approach in the City and failed to account for fundamental safety and security issues. If permitted to proceed as proposed, the Chapel Cove development will result in negative property values for those who own property in the Devonshire Gardens and perhaps even Bedford Plantation subdivisions. The Planning Commission must act to protect these vested interests of established Germantown residents and require much more of WCP.

By way of background, representatives of WCP met with the Devonshire Gardens Board last April. The meeting was not intended to serve as a meeting with all Devonshire Gardens residents. WCP has never offered to meet with all Devonshire Gardens residents. At the April meeting, WCP presented a development proposal to our Board which differs from the current proposal before the Planning Commission. A

it. The 2020 Plan recognizes Germantown as a "community of residential neighborhoods with naturalized and designed beauty. . .". The existing 50' greenbelt has mature hardwood and native trees. The natural beauty cannot be replaced if destroyed. This Commission has an opportunity to meet the mandate of Vision 2020 with maintenance of this simple greenbelt.

Finally, maintaining the 50' greenbelt may well render moot the above-described drainage issues. At present, the drainage naturally meanders back and forth on Devonshire Gardens lots and Church property. The drainage stays in close proximity to the property lines. If the greenbelt is maintained, the drainage simply continues as in place. Presumably, no action would need be taken on that difficult and potentially costly issue for WCP.

WCP failed to provide notice of zoning variance. I understand that WCP will seek or has sought a zoning variance to permit this extended cove development. As an adjoining property owner, I have not received notice of any such effort. Perhaps that issue has not matured. Regardless, if a variance is sought, then this Commission and/or the BZA should mandate conditions to any variance to specifically address the concerns raised in these objections. One condition should be maintaining the 50' greenbelt.

Also, not as objection, but as a concern, I note that the WCP proposal now eliminates a second access road to the Chapel Cove subdivision. For any emergency situation, a second access road should be mandated. The traffic for this proposed subdivision would be forced to empty on to Poplar at or near the already dangerous Poplar – Poplar Pike intersection.

I appreciate the Planning Commission's consideration of these objections and concerns regarding the Chapel Cove proposed development. The problems are numerous with WCP's proposal. However, the solutions appear fairly easy with minimal covenants or restrictions consistent with WCP's prior assertions, and maintenance of the 50' greenbelt. Thank you.



Michael J. Geiger

cc: Forrest Owens
Cameron Ross
Planning Commission Members
Devonshire Gardens Board Members

PREPARED BY AND RETURN TO:
St. Wayne Clark, Jr.
Dinkelspiel, Farnsworth & Mohr, PLLC
3609 Kirby Parkway, Suite 100
Memphis, Tennessee 38120

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CHAPEL COVE**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHAPEL COVE (this "Declaration") is made as of this ___ day of _____, 2016, by _____ (the "Developer") for that certain residential development situated in the City of Germantown, Shelby County, Tennessee, more commonly known as CHAPEL COVE ("Chapel Cove").

WITNESSETH:

WHEREAS, Germantown Baptist Church, Inc., a Tennessee non-profit corporation, conveyed that certain parcel of real property (the "Property") situated in the City of Germantown, Shelby County, Tennessee, more particularly described on EXHIBIT "A", attached hereto and made a part hereof, to the Developer as evidenced by that certain _____ deed, dated _____, 20____, of record in the Register's Office of Shelby County, Tennessee (the "Register's Office"), as Instrument No. _____; and

WHEREAS, the Property has been divided into residential Lots (each a "Lot") as shown on that certain plat of the Property recorded in the Register's Office in Plat Book _____, Page _____; and

WHEREAS, the entire residential development is to be known as "Chapel Cove"; and

WHEREAS, Chapel Cove Homeowners Association, Inc., a Tennessee non-profit corporation (the "Association"), has been formed to perform the maintenance, operation, repair, and replacement of certain common area (the "Common Area"), as such will be shown on the plats of the Property and conveyed to the Association, and to administer the Property as provided by this Declaration; and

WHEREAS, the Association was created by the filing of those certain Articles of Incorporation (the "Articles"), attached hereto as EXHIBIT "B", with the Tennessee Secretary of State and is governed by those certain Bylaws of Chapel Cove Homeowners Association, Inc. (the "Bylaws"), attached hereto as EXHIBIT "C"; and

WHEREAS, the Common Area either has or will be conveyed to the Association by the Developer; and

WHEREAS, it is to the benefit, interest, and advantage of the Developer, the owner of record of each Lot (each a "Lot Owner"), and each and every person or other entity hereafter acquiring any interest in the Property that certain covenants, conditions, restrictions, easements, assessments, and liens governing and regulating the use and occupancy of the same be established, fixed, set forth, and declared as covenants running with the Property.

NOW, THEREFORE, in consideration of the premises, the Developer does hereby publish and declare that all of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations, and obligations all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the Property, and the said covenants, conditions, restrictions, uses,

subject to special assessments. In other words, until such time as annual assessments commence against a Lot pursuant to Article VI, Section 5 of this Declaration, such Lot shall not be subject to any special assessments.

Section 10. Initial Sales Assessments. In addition to the regular, annual assessments authorized by this Declaration, the Association shall levy an initial sales assessment, for the purpose of building the capital reserves of the Association, on the initial sale of Lots to Lot Owners who intend to own a Lot for residential purposes (whether to reside or lease such Lot). Such assessment shall be due upon the sale of such Lot. The assessment will be chargeable to the new Lot Owner and will be in the amount of **THREE HUNDRED AND 00/100 DOLLARS (\$300.00)**. Such assessment shall only be levied upon the initial sale of Lot from a Builder to a Lot Owner who intends to use the Lot for residential purposes and not for any subsequent sales.

ARTICLE VII RESTRICTIVE COVENANTS

Section 1. Residential Use. Except as may otherwise be provided herein in Article VII, Section 3(c), all Lots within the Property shall be known and described as residential lots except for the Common Area, which shall be for Common Area amenities.

Section 2. Architectural Standards.

- A. No structure shall be erected on any Lot other than one (1) single family residence and additional structures expressly permitted by this Declaration and the Rules and Regulations.
- B. All single family residences shall have a minimum of a three (3) car enclosed, side-loading garage.
- C. All single family residences shall have a minimum heated square footage of four thousand square feet (4,000 sq.ft.), exclusive of any open porches or garages.
- D. All roofs on all improvements constructed on a Lot shall be comprised of a dimensional shingle material. Accent roofs may be copper or standing seam metal roofs. All exterior colors for initial construction and any subsequent re-paintings (or re-colorings or renovation or restoration) must be earth tones or neutral colors. Re-roofings as to materials, weight, color, and texture must be approved as provided in this Declaration. No awnings on the front or sides of any house will be permitted except as otherwise approved as provided in this Declaration.
- E. All siding is to be of cementitious material. No aluminum columns or siding are permitted.
- F. Copper flashing and louvers shall be used on the front of each home.
- G. Additional structures may be erected in the rear yard (provided such accessory structures are no larger than 20'x 20' and have a brick façade [no metal or plastic buildings], and are constructed in the same manner as the primary improvements on the Lot with regard to foundation, colors, shingles, and paint) subject to the architectural approval provisions provided in this Declaration.
- H. No polished brass exterior lighting is permitted. No colored exterior lighting (except in the case of holidays) is permitted.
- I. All single family homes are to be eighty percent (80%) brick or stone veneer (painted brick is allowable).
- J. All single family residences constructed on a Lot must be substantially complete within eighteen (18) months from the date of commencement.
- K. For the purposes of this Declaration, the "rear yard of a Lot shall mean that portion of a Lot which lies behind the planar extensions of the last rear wall (i.e., opposite of the public right-of-way, or in the event the Lot is a corner Lot, opposite of the public right-of-way upon

which the main entrance to the residence is located) of the improvements constructed on the Lot.

- L. All windows shall have grids on the front and side windows. All windows shall have a profile that includes brick mold trim. Simulated Divided-Light (SDL) or true Divided Light (DL) windows are required on the front of each home.
- M. Aluminum windows are prohibited. Vinyl Clad, Aluminum Clad, Wood Windows, and Composite Windows are acceptable window materials.
- N. All mailboxes are to be identical in design and will be selected by the Developer.
- O. All driveways behind the drive inlet and sidewalk are to be washed aggregate.
- P. All exterior lights are to be constructed and maintained so as to provide illumination for that lot only and so as not to become a nuisance to the adjacent property owners.

Section 3. Prohibited Uses and Nuisances. In order to provide for a congenial occupation of the homes within the Property and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with the following provisions:

(a) The Property is hereby restricted to residential dwellings for residential use. All new buildings or structures erected upon the Property shall be of new construction, and no buildings or structures shall be moved from other locations onto the Property and no subsequent buildings or structures, other than single family houses shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any portion of the Property at any time as a residence, either temporarily or permanently. This provision shall not prohibit builders from placing temporary construction or sales trailers on Lots during the construction of improvements thereon or the sale of such Lot. This provision shall not prohibit builders from placing temporary construction or sales trailers on Lots during the construction of improvements thereon or the sale of such Lot. This provision shall not be construed to prohibit accessory structures permitted by Article VII, Section 2(F) of this Declaration.

(b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of the Property except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All pets shall be confined within homes or fenced areas or restrained by leash at all times. Each Owner shall prevent its pet(s) from soiling walks, paths, and all portions of the Common Area and, if so soiled, shall immediately clean and properly dispose of such waste. For the purposes of this Declaration, "household pets" shall include such traditional animals, such as dogs, cats, birds, and fish. No wildlife or domestic variations of farm animals shall be kept in or on the Property. Notwithstanding any of the foregoing, however, neither this Article VII, Section 3(b), any other provision of this Declaration, nor any rule or regulation of the Association shall be enforced, adopted or amended so as to prohibit or unlawfully restrict any right of the Owner or occupant of a Lot to keep and use a seeing eye dog or other assistive or service animal for purposes provided for in any local, state or federal law, statute or ordinance protecting the applicable person's right to do so.

(c) Advertising signs for the purpose of the sale of a single family residence as approved by appropriate governmental authorities are allowed. No "for rent" signs, billboards, commercial signs (excluding those used or permitted by the Developer), unsightly objects, or nuisances shall be erected, placed or permitted to remain in the Property nor shall the Property be used in any way or for any purposes which may endanger the health or unreasonably disturb the owner of any Lot or any resident thereof. No recurring business activity of any kind whatsoever, as determined by the Board, shall be conducted on any Lot (for the purposes of this Declaration, "recurring business activity" does not prohibit telecommuting, but does prohibit increased business traffic to and from the Lot as determined by the Board in its sole and reasonable discretion). Nothing in this provision or this Declaration shall be deemed to prohibit a Builder from placing "for sale" signs on any Lot owned by such Builder or larger directional

and marketing signs in the Common Areas of the Property for the purpose of selling and marketing homes. Additionally, nothing in this provision or this Declaration shall be deemed to prohibit a Builder from actively soliciting his Lots in the Property.

(d) All equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of the drives and street. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Wheeled garbage buggies, garbage cans, or other refuse shall be placed at or near any street for collection at reasonable times either the day before or the day of collection and said buggies shall be timely removed after collection.

(e) Radio, television transmission receiving towers and/or antennae are not acceptable and will not be approved or allowed. Without prior written approval and the authorization of the ACC, as such term is defined herein in Article IX, Section 1, no exterior satellite dish shall be placed, allowed, or maintained upon any portion of the improvements located upon a Lot in the Property nor upon any structure situated upon a Lot in the Property. In the event such approval is granted, the size and location must be approved by the ACC. This section is intended to comply with existing OTARD (Over the Air Reception Device) regulations as such may be amended from time to time. Anything in this Declaration to the contrary notwithstanding, a Lot Owner may install or have installed one (1) satellite dish, of less than one (1) meter in diameter, on the improvements on his or her Lot without any authorization or approval from the ACC provided such satellite dish is installed on the rear of such improvements and is otherwise not readily visible from public right-of-way to the front of such improvements.

(f) No recreational vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, or similar type items shall be kept on any portion of the Property or any Lot unless within the enclosed garage or behind a wood fence in the rear yard of a Lot. It is strictly prohibited to store or park junk or inoperable automobiles on or about any of said Lots. All motorized vehicles parked at the Property must be licensed and in operating condition.

(g) Grass, weeds, vegetation, and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris, and plants which die shall be promptly removed from such Lots. No excessive lawn ornaments of any kind will be permitted in yards facing streets or common areas without the written consent of the ACC, defined herein. The Association, at its option and its discretion, may mow and have dead trees and debris removed from such Lots and the Owner of such Lot shall be obligated to reimburse the Association, as appropriate, for the cost of such work should such Owner refuse or neglect to comply with the terms of this paragraph. The provisions of this section shall not apply to any Lot owned by the Developer or by a Builder.

(h) No obnoxious or offensive trade or activity shall be carried on upon any Lot in the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to other Lot Owners within the Property. No sound shall be emitted on any part of a Lot in the Property which is unreasonably loud or annoying. No odor shall be emitted on any part of the property which is noxious or offensive to others. For the purposes of this Declaration, construction work shall not be deemed a nuisance.

(i) No building material of any kind or character shall be placed or stored upon any of the said Lots until the Owner is ready to commence improvements.

(j) No basketball standards, backboards, goals other fixed sports apparatus shall be permitted to be affixed to the front of any houses. Any and all basketball goals shall be located in the rear yard of the Lot.

(k) Fences are to be of cedar wood, brick, or ornamental metal, or any combination thereof. No chain link fences are permitted. All wood fencing is to have a 2" minimum clearance under all portions. All brick fences are to have a 4"x6" open space at ground level 4'-0" on center minimum. All existing surface drainage must be maintained. Swales may be constructed to prevent drainage directly onto buildings, but in no case shall surface drainage be diverted or obstructed to prevent the shared sheet surface drainage from entering into or through any Lot by means of fences or on-site grading. No fencing of any type shall extend beyond the buildings lines of the front yards or side yards of corner lots. All fencing must have written approval from the ACC and be permitted by the appropriate governmental authority. If any approved fence is located on a property line between two Lots, it shall be maintained and repaired jointly by the owners of both Lots. No fences, hedges, pillars, or exterior walls shall be erected or maintained in the Property except such as are installed in accordance with the initial construction of the dwellings located thereon or as approved by the Board of Directors or their designated representatives.

(l) All buildings constructed on a Lot shall be no closer to the side property lines of the Lot than is permitted by the appropriate governmental authority.

(m) Clothes lines, temporarily installed basketball goals in the street, and excessive outdoor lighting are prohibited. Solar panels must be approved in advance by the ACC.

(n) There shall be no violation of any rules adopted by the Board of Directors and promulgated amongst the Members in writing.

(o) The Board of Directors of the Association may develop and maintain from time to time a written set of Rules and Regulations governing the day to day use of the Common Area by the Owners thereof. Such Rules and Regulations may be amended by a majority vote of the Board of Directors; however, such Rules and Regulations shall not unreasonably restrict an Owner's use of the Lots governed hereby. The Rules and Regulations shall be provided to all Lot Owners.

(p) Any and all covenants included on any plats of the Property or the Additional Property are hereby incorporated herein and are enforceable by the Association by and through its Board of Directors.

(q) No above ground swimming pools shall be allowed in the Property. The construction of any in ground swimming pool shall be subject to the provisions of Article IX of this Declaration.

(r) Stone, gravel, and artificial turf yards are strictly prohibited within the Property.

(s) No window mounted air conditioning or heating units shall be allowed, permitted, or installed on any improvements within the Property.

(t) A builder shall be liable to the Developer and the Association for keeping the public roads and rights-of-way in Chapel Cove in front of or adjacent to any Lots which they own clean and clear of any mud, dirt, and debris in accordance with any notices from the Tennessee Department of Environment and Conservation and/or any applicable governmental or administrative law, statute, regulation, or ordinance.

(u) The Developer reserves unto itself, during the Developer Control Period, the right to approve additional and separate restrictions at the time of sale or any time during the Developer Control

Period thereafter of any of the Lots, which restrictions may differ from Lot to Lot. This right shall not transfer to the Association nor any of its Members upon the termination of the Developer Control Period.

ARTICLE VIII
INSURANCE

The Association and each Lot Owner agree that (i) the insurance on the improvements on the Lots, including interior portions thereof, is the responsibility of the respective Lot Owners, and (ii) the Common Area shall be insured against risks as determined by the Association, including fire and extended coverage, in the amount of full insurable value. Public liability insurance shall also be maintained on the Common Area and shall be a common expense. Said insurance will be maintained by the Association for the use and benefit of the Lot Owners and absolute liability shall not be imposed on Lot Owners for damage on the Common Area. The premiums for any coverage regarding individual Lots and improvements thereon shall be an expense of individual Lot Owners. If it can be obtained, the Association shall maintain directors' and officers' liability coverage insurance. During the Developer Control Period, the Association shall insure the Developer in such amounts and with such coverages as deemed appropriate by the Developer in its sole and absolute discretion.

ARTICLE IX
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee (ACC) An Architectural Control Committee (the "ACC") is hereby established. The Developer or his assigns or appointees shall be the member(s) of the initial ACC. The Developer shall have the sole and absolute right to name and control the ACC during the Developer Control Period. Upon termination of the Developer Control Period, control of the ACC shall be handed over to the Association and the Board of Directors shall name the members of the ACC. In the event the Developer turns over control of the Association prior to the termination of the Developer Control Period, then the Developer, in its sole discretion may retain control of the ACC until the termination of the Developer Control Period. The ACC, upon turnover of the Association, shall be composed of three (3) individuals (at least a majority of whom must be Members). A non-Member professional, such as an architect or an engineer, may serve on the ACC. Director(s) may also serve on the ACC. Anything herein to the contrary notwithstanding, during the Developer Control Period, the Developer may, in its sole and absolute discretion waive the review and approval requirements of this Article IX as to any Builder (as such is defined in Article VI of this Declaration). The ACC may charge a Lot Owner for any professional fees or costs associated with the review of any Plans or Materials, as defined by this Article IX, with such fees or costs being deemed an assessment on such Lot, in accordance with the provisions of Article VI of this Declaration, if not paid within thirty (30) days of written notice of such fees or costs.

The affirmative vote of a majority of the membership of the ACC shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein. The Board, in its sole discretion, may override any decision of the ACC.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violations. No structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within the Property nor shall any existing structure, fence or barrier upon any Lots be altered in any way which changes the exterior appearance (which includes but is not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or deletions to improvements, nor shall there be any changes in landscaping, without the written consent of the ACC; nor shall any new use be commenced on any Lot unless plans and specifications (including a

description of any proposed new use) shall have been submitted to and approved in writing by the ACC. Such plans and specifications (the "Plans") shall be in such form and shall contain such information as may be required by the ACC, but in any event shall include:

- A site plan of the Lot showing the elevation, nature, exterior, color scheme, kind, shape, height, materials, and location with respect to said Lot (including proposed front, rear and side setback) of all structures, fences or barriers, and location of all parking spaces and driveways on the Lot; and
- The ACC may require: landscape and grading plans of the particular Lot.

The ACC may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the ACC at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the ACC to approve or disapprove any feature or matter subject to approval or to waive the exercise of the ACC's discretion as to any such matter, but no changes of policy shall affect the finality of any Lot or any plans or specifications previously submitted to and approved by the ACC but such approval shall not be deemed a waiver by the ACC in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval of any such plans or specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on the uses of the Lot in question. For the purposes of this Declaration, "landscaping" and the authority of the Association or the ACC to review and/or approve landscaping shall be limited to the planting of trees, removal of live trees, the landscaping or re-landscaping of the majority of an existing front yard as determined by the ACC, installation of irrigation systems, and the sodding or re-sodding of yards. The replacement (with substantially the same plantings) or removal of the remains of dead or damaged trees or vegetation does not require the consent or approval of the ACC.

In the event the ACC fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ACC as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and upon written notice from the ACC any such structure, fence or barrier so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

If thirty (30) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association, upon obtaining a judicial order, by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof, including attorney's fees and the expenses of enforcement, shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Register's Office. The Association shall have the right to

bring any action in law or equity, including but not limited to seeking injunctive relief, to extinguish any such violation of this Declaration.

The ACC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

Any agent of the ACC may, at reasonable times and upon reasonable notice, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the exterior maintenance of such Lot and the maintenance, construction or alteration of structure thereon are in compliance with the provisions of the restrictions provided in this Article IX, and no such person shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Association or any Owner of any Lot contained within the Property shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot in the Subdivision. Failure by any owner to enforce any such proceeding shall in no event be deemed a waiver of the right to do so thereafter.

Anything to the contrary herein notwithstanding, a builder (defined as an entity which owns a Lot primarily with the intent to improve such Lot for sale to a third party and does not, currently or in the past, reside on any improvements located upon such Lot) may comply with the provisions of this Article IX, Section 2 by providing the ACC with its standard elevations, colors and such building materials (unless otherwise waived by the ACC), and floor plans (collectively, the "Materials") for review and approval. The ACC shall review the Materials and approve or disapprove of the Materials in writing as otherwise provided herein. Individual Plans or site plans for each Lot shall not be necessary for builders. Provided the builder's Materials have been approved by the ACC, then the builder may opt to use any such Materials, in any combination, on any Lot owned by such builder within the Property without additional approval required from the ACC, provided such combination otherwise complies with the terms and provisions of this Declaration. Once the ACC has approved a builder's Materials in writing, such approval cannot be withdrawn. The failure of the ACC to act within the thirty (30) day review period provided in this Article shall be deemed the written approval of such submission.

Anything to the contrary herein notwithstanding, a builder need not submit the construction and installation of an initial fence on a Lot to the architectural review process outlined herein, provided such fence comply with any and all governmental provisions applicable to the Property, all zoning regulations, and this Declaration. In addition, any Lot Owner may install (including repairing or replacing an existing wooden fence) a wooden fence without ACC approval provided such fence: (i) is constructed of cedar wood planks (dog-eared; 2"x6" treated wood caps are permitted, but not required) and treated cross members, with the finished side facing outward from the Lot and (ii) is constructed such that it is located behind the front façade of the home. Under no circumstances, inclusive of corner Lots, may a fence be constructed closer to the street than the front yard setback.

Section 3. Architectural Control Committee's Duty. The primary duty of the ACC shall be to examine and approve or disapprove all plans, including site plans, for construction of improvements, except the construction of the initial single family residences, on Lots within the Property in accordance with the provisions of this Declaration.

Section 4. Exculpatory Provision. Neither the ACC, the Association, nor any agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provision, nor for any structural or other defects in any work

done according to such Plans and specifications. Neither the ACC, the Association, nor any agent thereof, shall be responsible in any way should any Plans approved by the ACC fail to substantially comply with the terms and provisions of this Declaration.

ARTICLE X **AMENDMENTS**

Section 1. Amendments. Amendments to this Declaration may be effected as follows:

Section 2. By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than thirty-five percent (35%) of the Members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by the affirmative vote of Lot Owners holding two-thirds (2/3) of all Owner votes. Records of all votes authorizing an amendment to this Declaration shall be kept with the minutes of the Association. No amendment to this Declaration may be made during the Developer Control Period without the written consent of the Developer.

Section 3. By The Developer. The Developer, during the Developer Control Period, may amend this Declaration, the Articles, or the Bylaws of the Association unilaterally in whole or in part in order to conform this Declaration to the requirements of any applicable governmental agency; to conform this Declaration to the requirements any mortgage lender; or to ensure, in its sole and absolute discretion, the reasonable development of the Property. In the event that the Developer is more than one (1) entity during the Developer Control Period, then all entities exercising any Developer Powers, as defined herein, must join in such amendment made by the Developer.

Section 4. Execution and Recording. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association and (ii) recorded in the Register's Office.

Section 5. Amendment to Add Additional Land. As provided in Article I, Section 3 of this Declaration, the Developer, during the Developer Control Period, may amend this Declaration to add additional property to the Property by changing the legal description of the Property. In such event, the Developer shall record an amendment in the Register's Office executed by the Developer and the Association, as provided in Article X, Section 4, amending EXHIBIT "A" attached hereto and substituting a new EXHIBIT "A". Such an amendment may add additional Common Area and Lots to the Property and the Association. Any and all such Additional Property so added to this Declaration shall be bound by the terms hereof as if it were originally included in and encumbered by this Declaration, as provided in Article I, Section 3.

ARTICLE XI **MISCELLANEOUS**

Section 1. Choice of Law. This Declaration has been executed in the State of Tennessee, and shall be construed, performed and enforced in accordance with the laws of the State of Tennessee.

Section 2. Severability. In the event any provision of this Declaration shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Declaration shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from this Declaration and the performance hereof are not adversely affected by the elimination of such provision(s).

**Letters of Opposition
to July 5, 2016 PC
Agenda Item #4B
(16-620)
Chapel Cove Subdivision,
Phases 1 & 2**



Pounder, Sheila <spounder@germantown-tn.gov>

Re: Devonshire Gardens and Chapel Cive

1 message

Rebecca McClendon <mccleendonrc@gmail.com>
To: spounder@germantown-tn.gov

Fri, Jul 1, 2016 at 3:57 PM

Ms Pounder,

Thank you for consideration of the residents of Devonshire Gardens concerns with the proposed development of Chapel Cove on adjacent property to Devonshire Way and Devonshire Cove.

I am a resident on Wetherby Drive and have concerns that no covenants have been committed on the proposed property that would ensure adequate governance to protect property values of the adjacent neighboring developments.

Further more, I have safety concerns on the functionality of egress for the proposed Chapel Cove on what already is a dangerous intersection with the church, Poplar Pike, and Devonshire Way. All too often drivers try to shortcut the traffic flow at heavy times by using the center turn lane as a resting spot for entering traffic creating very risky traffic conditions. Adding an egress to this troublesome area is risky without a controlled traffic signal- which would add costs to the city's strapped budgets. The developer should bear the full burden of cost of both the traffic study and traffic signal implementation if the proposed development is approved.

Lastly, there are significant watershed issues within the Devonshire Gardens properties. I express concerns that the CC developer has failed to ensure with definitive studies and future building adequate and sound financial commitment to both the city and adjacent property owners for preventing watershed drainage from Chapel Cove onto the adjacent properties.

I hope the review commission will consider these expressed concerns and disapprove the proposed development until adequate commitment both expressed in legally binding documents and financially committed in the form of bond are addressed by the developer.

Rebecca McClendon
3063 Wetherby Drive



Pounder, Sheila <spounder@germantown-tn.gov>

Re: Chapel Cove

1 message

Pam Bailey <pkbailey29@aol.com>
To: spounder@germantown-tn.gov

Fri, Jul 1, 2016 at 9:56 AM

- >
- > I agree with and adopt the objections to the Chapel Cove subdivision filed by Michael Geiger on July 1st, 2016.
- > I reviewed the revised plat at the meeting Keith Grant and his team organized for Devonshire on June 28th and saw an improvement to the Phase 2 plans due to the inclusion of an underground drainage pipe. While this increased the lot depth for some, I did not realize until later comparison with Devonshire's that the lot depth will still put the houses close to the back fence set back. This will probably not allow for much privacy/buffer especially with 5,000+ homes.
- > I like many had vacations scheduled long before notice of the July 5th meeting and therefore will not be in attendance. While I understand that Germantown Baptist has the right to sell what they own, we wish to insure that it will not decrease our home value or the privacy that we thought was permanent to our back yard view.
- > Pam Bailey
- > 3045 Devonshire Way
- >
- > Sent from my iPad

July 1, 2016

TO: Germantown Planning Commission

FROM: James Slaba and Alison Hammersla
3085 Devonshire Way
Germantown, TN 30139
(m) 901-831-4014, jslaba@outlook.com

RE: Objections to the Proposed Chapel Cove Subdivision

Please accept this letter with our objections to the proposed Chapel Cove subdivision. Unfortunately, we are out of town on July 5th, when the subdivision goes in front of the Commission again, and will be unable to speak to these in person.

We greatly appreciate the developer meeting with Devonshire residents earlier this week and supplying a copy of planned CC&Rs. The meeting eased our concerns with the quality of construction planned and type of housing anticipated, recognizing that the actual CC&Rs implemented are not under the purview of the Planning Commission. However, the meeting did not address two structural issues, which we request the Commission consider in decision-making:

1. **DRAINAGE:** This has been an ongoing issue between the church and adjacent residents. If it is not addressed comprehensively by the developer upfront, we expect a high probability of neighbor by neighbor disputes. The significance of the issue is further amplified if the buffer between the proposed subdivision and Devonshire is reduced.
2. **GREEN SPACE / BUFFER:** We understand that the 50" buffer agreement between the church and Devonshire does not apply if the land is developed for residential use. However, we implore the Commission to take steps to protect this space and enforce the full 50" buffer. Our primary issue is property value deterioration related to close proximity of the new home sites and removal of mature green space. Secondly, it will impact our neighborhood aesthetic, and, we believe, run counter to the smart planning development principles of the city.

Additionally, if there is anything the Commission can do to ensure the residential zoning aligns with the proposed construction quality and home type, it would also be appreciated. Given the planned CC&Rs presented by the developer, there does not appear to be downside to implementing more restrictive zoning.

Your consideration in this matter is greatly appreciated. Thanks. Jim & Alison



Pounder, Sheila <spounder@germantown-tn.gov>

Chapel Cove proposed development Objection

1 message

Bill Allen <ballen1864@aol.com>

Thu, Jun 30, 2016 at 12:19 PM

To: spounder@germantown-tn.gov, cross@germantown-tn.gov, mayor@germantown-tn.gov, fowens@germantown-tn.gov

Hi Sheila,

Thank you for meeting with me on Friday, June 24th in the Blue Room and allowing me to look over the plat submission details and application paperwork for the proposed Chapel Cove Subdivision. Now that I have obtained and read all of the documents concerning the proposed Chapel Hill development, I learned that Germantown Baptist Church was still the land owner according to the Planning Commission Official Application Form that was signed by a trustee of the church, James Kirby. The church was also stated as still owning the property in the letter to you, dated June 10, 2016 and the updated one of June 28, 2016, from Fisher Arnold Land Development and Storm Water engineer, Michael Rogers, requesting a variance in the requirements of the Subdivision Regulations regarding the maximum length of a cove. The letter writer states that this request is based on hardship and practical difficulty of developing a long linear piece of land. He states that the extended cove length will not be detrimental to the public safety, health or welfare or injurious to adjoining property because an emergency vehicle only route is being allowed by Germantown Baptist Church across their existing parking lot to the circular boundary drive into Chapel Cove, and that secondly, because the property is self contained, it would not have a negative impact on adjoining properties. The letter writer also states that the basis for the variance request is not the result of more inconvenience or financial disadvantage to the property owner. The request is based on lack of access to the northern portion of the property according to the last statement in the request. I noted that copies of this letter went to Keith Grant of Wilson Crossing Partners and Larry Vaughan and James Kirby both trustees (owners as such) of Germantown Baptist Church.

My position is one of disagreement to the above stated reasons that Michael Rogers gives for the basis of the variance request. I believe that the Chapel Cove property, while not being detrimental to the public safety, health, or welfare, **does** pose INJURIOUS to the aesthetic and monetary value of adjoining property. Injurious in that the developer, at the June 22 planning commission meeting, indicated that the 50 foot natural tree barrier, that Germantown Baptist Church and Devonshire Gardens had agreed to previously, would no longer exist. In fact, he would not put any natural barrier requirement in place through covenants or restrictions on Chapel Cove. The same developer again stated this same position to the 60-70 Devonshire Gardens homeowners present at the June 28 meeting between Wilson Crossing Partners and Devonshire Gardens homeowners. It became quite contentious at that point with many individual homeowners expressing their concerns for lack of a natural barrier between the back of their lots and a Chapel Cove lot. There is at present a natural woods barrier with the opposite subdivision property to the east, Bedford Plantation, with Devonshire Gardens. Why can't there be one to the west of Devonshire Gardens? Injurious in the fact that a potential home builder, purchasing a lot from the WCP developer, could completely remove all trees and lower brush on his entire purchased lot starting at the property line with a Devonshire Gardens resident. Not only does it injure my emotional well being in having to endure the potential removal of 200 year old mature hardwoods for concrete and brick financial gain, it appears that this practice would be in defiance of the Vision 2020 Plan statement that Germantown is a "community of residential neighborhoods with naturalized and designed beauty". No naturalized tree barrier is, at this writing, being proposed by WCP as they seek to extend the cove closer to Devonshire homes. My home is located on a lot in Devonshire Cove that will directly abut the planned single cove of the Chapel Cove project. I believe that all parties involved should acquaint themselves with the intentions of the Vision 2020 Plan and its mandates so that the money and time invested in the designing of this Vision 2020 Plan is not wasted by uninformed minds. Since the Vision 2030 Plan will not be implemented until 2017, I refer to statements taken directly from the 75 pages of the Vision 2020 Plan currently in force:

Opening Vision 2020 Statement: Germantown is a safe, family-friendly community of residential neighborhoods with NATURAL and designed beauty that provides exceptional leisure, cultural, and recreational programs and venues.

Page 2: Community of Residential Neighborhoods: Residents have a strong sense of belonging and CONNECTEDNESS. (not only by proximity, but by naturalized green features)

Natural and Designed Beauty: Top-quality parks and GREEN SPACES exist throughout the city.

Page 4: Pride in Germantown: Citizens are active in City government by participating in policy development, governance and planning for the future. Citizens are well informed about City vision, goals, plans, programs and activities.

Page 6: Core Values, SPIRIT in Action:

Planning Commission Minutes

July 5, 2016

Page 42

and developer if a Preservation Zone similar to the one given to the residents of Ashmont Drive by the developer, Bryan Johnson, to separate the current Windstone development from Ashmont homeowners is put in place by the developer of Chapel Cove. Congratulations to Bryan Johnson for working out a harmonious solution that allows for a preserved natural area that brought connectedness and belonging to both neighborhoods in a peaceful manner and influenced the future. His problem solving should be taken to heart by all those involved in this matter. Again I quote the city Vision 2020 statement: Initiative: Anticipating and preventing potential problems by creating and implementing new solutions and tackling problems head on. There is a solution to be had if it is searched for in an honest and straightforward manner. As a citizen of Germantown and Devonshire Garden homeowner, I implore you to go the extra mile. Seek co-ordinated, adjusted, and above all harmonious development in this undertaking before you.

This letter is intended for all members of the Planning Commission and related City of Germantown Staff.

Thank You,

Phyllis Allen
2975 Devonshire Cove
Germantown, TN 38139
bellen1864@aol.com
home: 751-3719 cell: 355-7124

June 30, 2016



Pounder, Sheila <spounder@germantown-tn.gov>

Invitation

1 message

Bill Allen <ballen1864@aol.com>

Wed, Jun 29, 2016 at 5:20 PM

To: cross@germantown-tn.gov, fowens@germantown-tn.gov, mayor@germantown-tn.gov, spounder@germantown-tn.gov

Dear Mr Ross,

This is Phyllis Allen. I met you this past Monday when you brought out the submission papers for Chapel Cove for me to pick up. I do appreciate that Sheila Pounders called me yesterday to say that the new updated set had come in for me to pick up. Thanks for including the warranty deed dated Feb 1999 and the original agreement between Germantown Baptist Church and Devonshire Gardens from 1999. We had a long meeting with Keith Grant and the Devonshire homeowners last night. Many of my neighbors were grateful to look at the large drawings and ask questions. I would estimate the number of Devonshire home owners in attendance at 60 to 70. Bill Watkins and Michael Geiger were the main speakers for the neighborhood, both representing from the home owners association board. Many residents were able to ask Keith Grant direct questions and get answers, whole and partial.

I realize that this project is just one of many who demand the attention of your office and the Planning Commission. I believe that as city paid staff you, Sheila Pounder, Tim Gwiltney and others have done an in depth job on Chapel Cove in order to make appropriate and meaningful comments to the members of the planning commission. It is the ultimate responsibility of the planning commission to make an informed decision and vote on Chapel Cove. I understand that the purpose of the Planning Commission is to guide a coordinated, adjusted and harmonious development of Germantown as it reviews plans for residential and commercial projects and zoning changes. The choice of the word harmonious in the officially worded purpose calls to me. And in light of that calling, I issue the following invitation to help further the harmony between Devonshire Gardens, Chapel Cove/Keith Grant and the members of the Planning Commission. As they say, Knowledge is Power and Speaks Volumes. And my personal favorite: Prior Proper Planning Prevents Poor Performance (Boy Scouts of America). Come gain knowledge and create harmony.

I am inviting each member of the Planning Commission to investigate the neighboring land (Devonshire Gardens) and the surrounding greenbelt of Germantown Baptist Church property between now and the vote on July 5th. In order to facilitate an easy, accessible entrance to the greenbelt area and property beyond, please come to my address in Devonshire Cove, specifically 2975 Devonshire Cove. Here you will find ample parking in the cove, an easy walk up my driveway, through the unlocked iron gate to my backyard and steps to the unlocked iron gate leading into the greenbelt wooded area. There will be an ice chest of cold water bottles on the back patio, chairs for resting with overhead fans if needed, bug spray, etc. I will not talk to or interfere with the commissioners, as to unduly try to persuade by opinion my feelings on any pertinent matter. I shall remain in my home unless a directional question arises or am called upon for assistance. Please wear enclosed toed shoes and long pants. There is some occasional sprouts of poison oak to be avoided even on the dirt worn paths through the area to the cut grass fields beyond the 50 foot greenbelt. I have walked these paths many a time and they give you an excellent view of the church property and the adjoining Devonshire home backyards.

Please extend this invitation to each member of the Planning Commission; Mike Palazzolo, Forrest Owens, Michael Harless, William Bacon, Wm. Hale Barclay, Rick Bennett, Susan Burrow, David Clark, George Hernandez and David Harris. I only have emails for Mike Palazzolo and Forrest Owens. I realize that you have access to their emails. Please forward this email to them for me.

If you have any questions, please do not hesitate to call me at home at 901-751-3719 or call at 901-355-7124 or by email at ballen1864@aol.com

Thank You,

Phyllis Allen and Bill Allen

Wednesday, June 28, 2016



Pounder, Sheila <spounder@germantown-tn.gov>

Case Number & Project Name: (16-620) Chapel Cove Subdivision Phase 1 & 2

1 message

Brad Hill <bradhill48@gmail.com>

Wed, Jun 22, 2016 at 10:46 AM

To: mlisco@germantown-tn.gov, spounder@germantown-tn.gov, cross@germantown-tn.gov, prush@germantown-tn.gov

My name is Adrian Hill and my wife and I live at 3151 Devonshire Way. Our house backs up to this proposed development. Unfortunately I can't make the meeting tonight so I wanted to send you my comments on this development.

My wife and I just purchased this house on 4/30/16 and a big draw for us was the location, the quality of the neighborhood, and the "greenbelt". I fear there is a possibility the quality of the neighborhood could potentially be compromised if the development is allowed to proceed as proposed without additional considerations and requirements. With that said, I do believe the proposed development could be very complimentary to Devonshire and serve Germantown well should additional requirements be made of the developer.

1. When my wife and I purchased this property, we had no idea of this proposed development. We received notice of the development 3 days after we moved in and we were very disappointed. One of the main selling points of the house was the undeveloped area behind our house that was part of a "greenbelt". Unfortunately that will be gone and I believe the value of our home will be impacted. With the Greenbelt buffer gone, it is imperative that we protect the quality of the buildings that are built on these lots.
2. The Developer is not proposing any building restrictions on the lots. I think that is a potential detriment to the quality of the neighborhood, the area, and Germantown as a whole. I can't think of a recent neighborhood that has been built that has not included some type of declaration with restrictions on what can be built (including architectural requirement, size restrictions, etc.). Without these restrictions, the quality of our rear neighbors and the area prices are in jeopardy. Before the approval is given is the time to require the restrictions because after that, the City of Germantown can't do much to control the quality of what is built. Currently, there are numerous houses for sale that back up to this proposed development and they are having a tough time selling because no one knows what to expect from this development. It is possible the prices in Devonshire are already taking a hit due to this development.
3. Please require some level of master drainage by the developer. Our house has a 3' retaining wall in the back where we are lower than the developer's property. Currently the property naturally drains to the South and not to our property. We need to be sure that the natural flow of the property is not changed and it does not flow to our property.

I'm in real estate and have a background in development so I am not opposed to this property being developed. I just ask that the planning commission members put yourselves in our shoes (just bought a very expensive home that backs up to this property) and only allow this property to be developed in a way that complements the adjacent neighborhood and I ask that you put checks into place that make it difficult for the property to be developed in a way that is contrary to that goal.

Thank you!

Adrian Hill
3151 Devonshire Way
Germantown, TN 38139

Gentlemen:

I would like to reinforce the attached objections filed regarding the proposed Chapel Cove development. I agree with all points that have been made. I recognize and respect that advantages to the seller, developer, and the City of GT with the proposed development. I only ask that you consider everything possible to allow an option for development without negatively impacting our investment in our neighborhood.

Upon purchasing our home, 3095 Devonshire Way, which backs up to the GT Baptist Church property, we understood that a minimum "green belt" would always be maintained. We did not recognize that certain residential development could undo that commitment. We are very disappointed but understand that the GT Baptist Church certainly has the right to sell their property. Now, with the change from the original plan of access/egress and lot number, the proposed project would most certainly damage the investment we have made in our property. Maintaining a significant greenbelt of separation must be a requirement for this project to proceed.

I urge you to do everything possible to support this new development in our City AND protect the investment that our family and our entire neighborhood has already made in our community. I believe mutual achievement is possible, but not without your engagement and leadership.

Thanks very much.

William Kenley
Senior Vice President/CEO

7691 Poplar Avenue
Germantown, TN 38139

Direct 901-516-6967 | Fax 901-516-6669



Pounder, Sheila <spounder@germantown-tn.gov>

Chapel Cove Subdivision

1 message

jorbke@comcast.net <jorbke@comcast.net>
To: spounder@germantown-tn.gov

Fri, Jul 1, 2016 at 10:46 AM

Sheila,

We attended the meeting on June 23 on the proposed Chapel Cove subdivision. However we were unable to attend the June 28 meeting with the developer and will not be able to attend the upcoming July 5th meeting. We fully concur with the concerns stated by Mr. Geiger at the meeting on June 23. Since previous commitments prevent us from attending, we fully support any concerns presented by Mr. Geiger. We trust that the Germantown Planning Commission will do what is best for ALL of it's citizens regarding this matter.

Wayne and Jo Orbke
3105 Devonshire Way
Germantown, TN 38139

July 1, 2016

Louis and Angela Correale

2982 Devonshire Cove

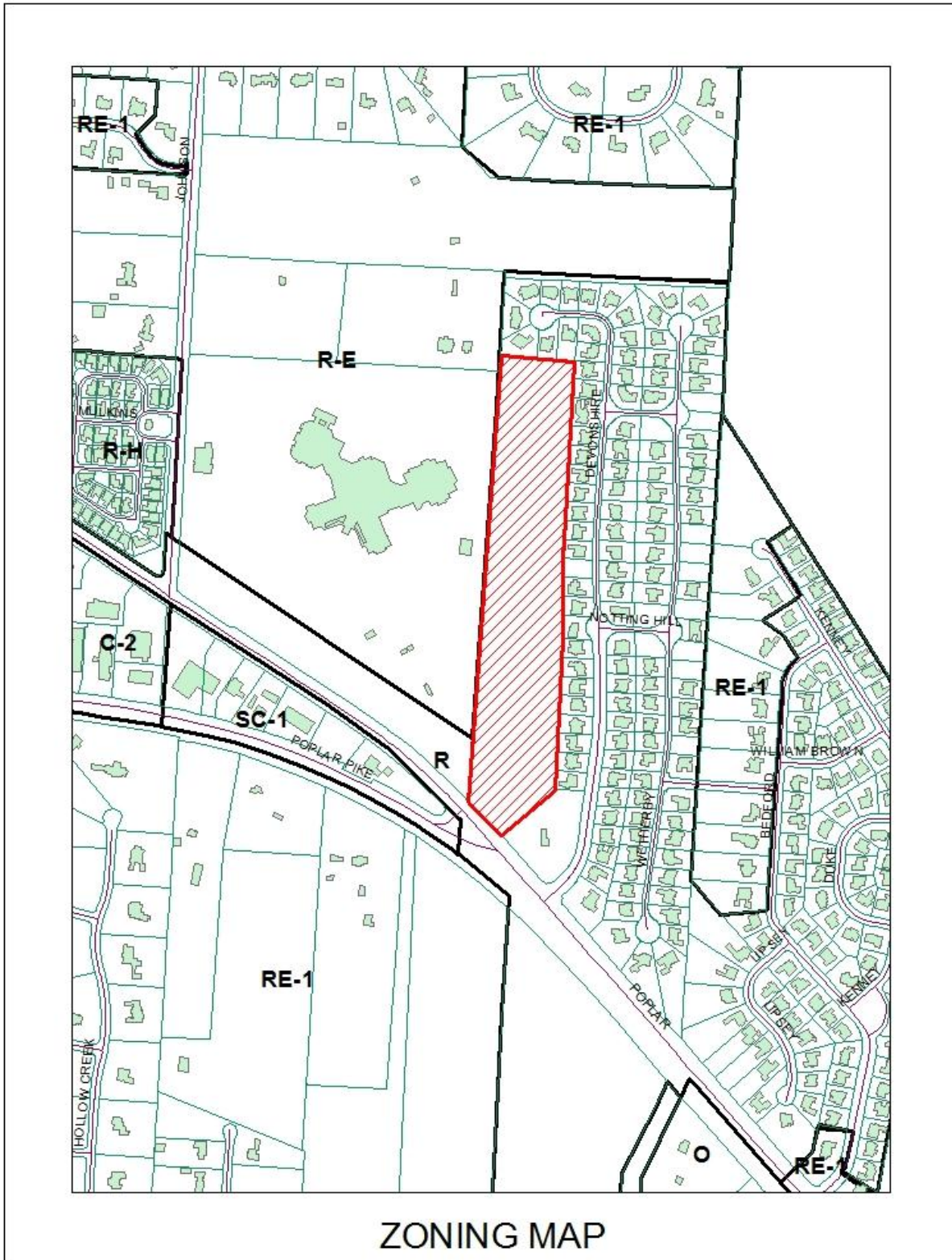
Germantown, Tn 38139

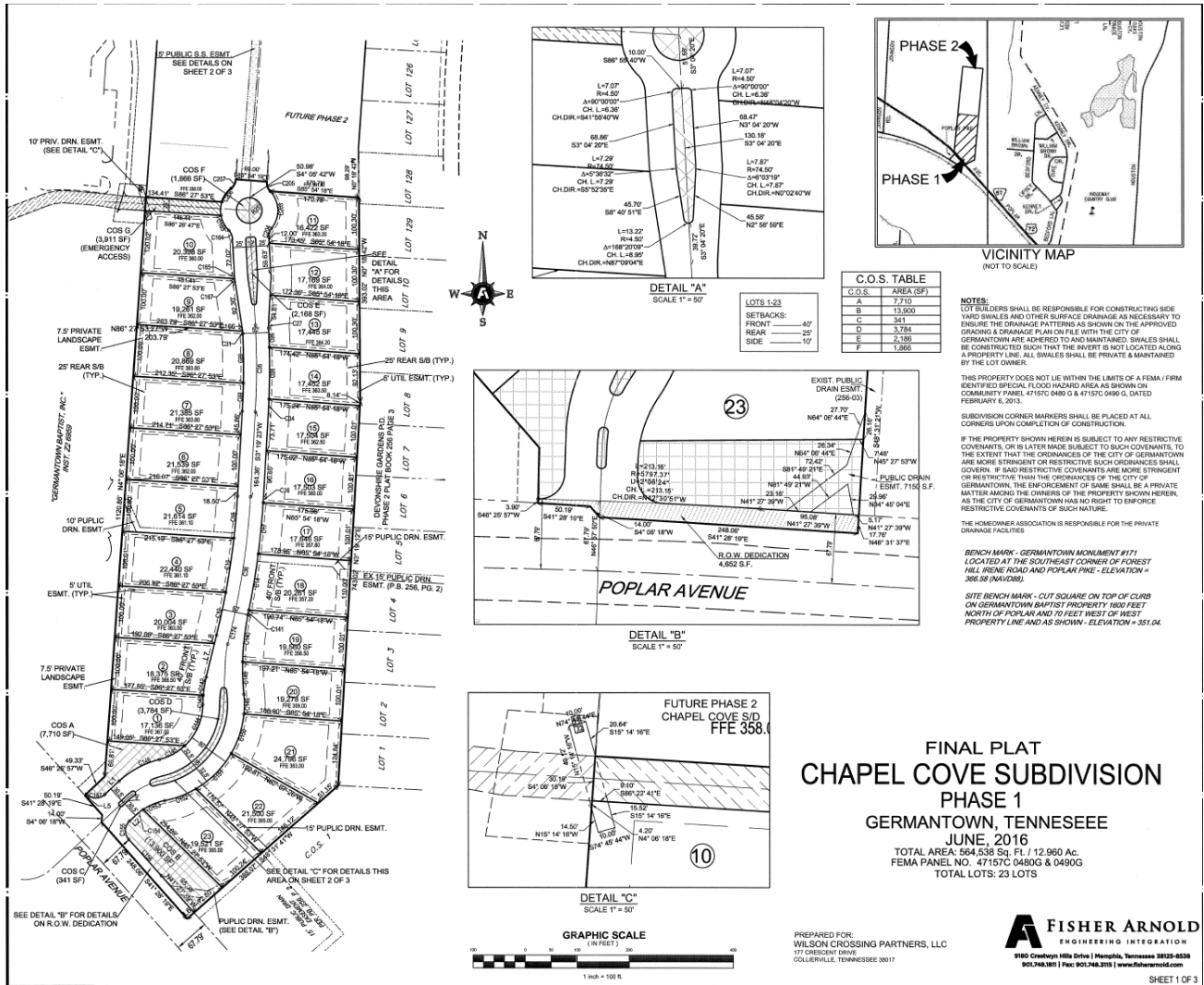
RE: Chapel Cove Opposition

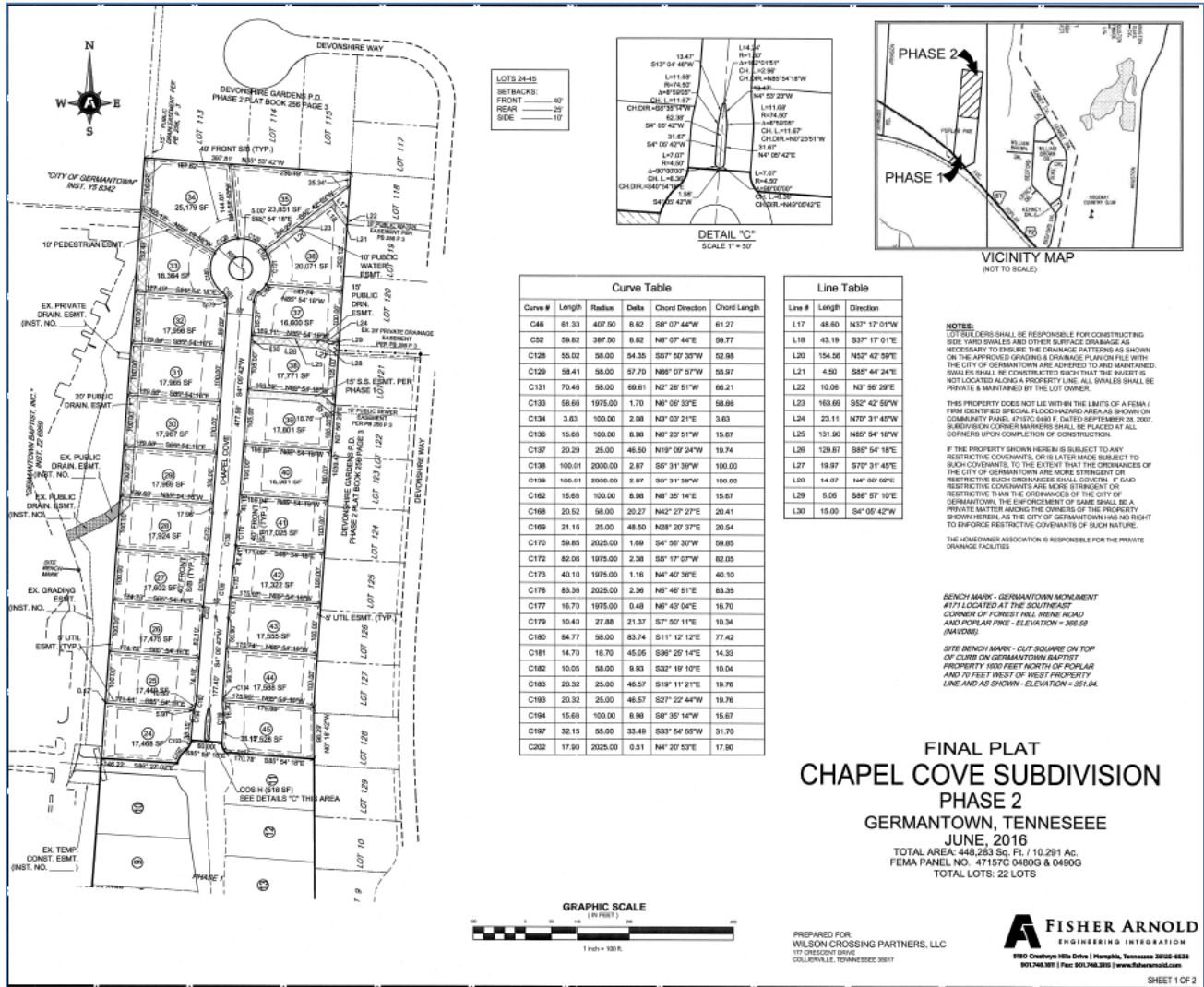
Germantown Planning Commission Members:

We are OPPOSED to the variance requests for Chapel Cove for the following reasons:

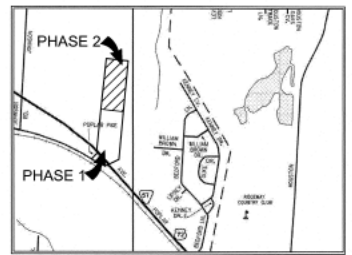
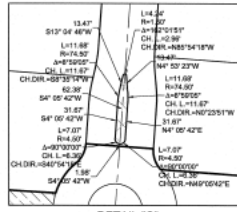
- The variance request to extend the street to allow 50% more homes is not based on a hardship but rather a financial gain for the developer. The developer has stated He will not develop the subdivision unless he receives the variance. The reason being, after all the expenses his profit lies in the last 15 lots.
- The variance request to not fully develop the infrastructure is based solely on the developer's un-willingness to expend the funds during a questionable economy and his uncertainty about the developments success.
- The loss of the originally proposed green belt between the church property and Devonshire: The developer has no plans to maintain the originally intended green belt. Although he may have the legal right to do so, the intent of the green belt was to protect the value of homes in Devonshire.
- The developer stated he intends to sell lots at 200k and the homes will be valued at 900k. How many people are willing to spend 900k in this economy? Between Chapel Cv and other subdivisions close by we will need nearly 90 new home buyers and that is very unlikely. Moreover, less than 1/5 a percent of the buying public can afford a 900k home. Devonshire offers amenities like pool house, club house, swimming pool, tennis courts, meditation garden etc. and we do not command 900k. Chapel Cove is offering nothing! We do not need another Legends Subdivision like in Collierville.
- Who will maintain the emergency access through the church parking lot? Who will pay to repair the access when the emergency vehicles damage it? Remember a parking lot is not constructed to the same ridged standards as a roadway. Moreover, during large church events will emergency vehicles have un-obstructed access? What will happen to the gate on the Northwest property line? Will it remain or will emergency vehicles have to go around to Poplar to access the right of way?
- We have been in real-estate business for 32 years and a home builder/developer for 21 years, we know the market and Chapel Cove will become an eyesore when it sits uncompleted for years. Not to mention how it will reduce the property values of both Devonshire, Bedford and other surrounding subdivisions such as the Highlands and Grove Park.







LOTS 24-45
 SETBACKS:
 FRONT - 40'
 REAR - 20'
 SIDE - 10'



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C46	81.33	407.00	6.62	S89° 07' 44"W	61.27
C52	59.62	307.50	6.62	N89° 07' 44"E	69.77
C128	59.02	98.00	54.35	S50° 52' 30"W	52.98
C129	58.41	98.00	57.70	N89° 07' 37"W	55.97
C131	70.48	98.00	68.81	N2° 29' 51"W	68.21
C133	58.69	1975.00	1.70	N8° 50' 32"E	58.69
C134	3.63	100.00	2.08	N8° 50' 32"E	3.63
C136	15.69	100.00	6.98	N8° 50' 32"E	15.67
C137	20.29	25.00	46.50	N19° 02' 24"W	19.74
C138	100.01	2000.00	2.87	S8° 31' 38"W	100.00
C139	106.01	2000.00	2.87	S8° 31' 38"W	100.00
C162	15.69	100.00	6.98	N8° 35' 14"E	15.67
C168	20.52	68.00	20.27	N42° 27' 27"E	20.41
C169	21.16	25.00	48.50	N28° 20' 37"E	20.54
C170	59.85	2025.00	1.69	S4° 50' 30"W	59.85
C172	82.00	1975.00	2.38	S5° 17' 07"W	82.00
C173	40.10	1975.00	1.16	N4° 40' 38"E	40.10
C176	83.39	2025.00	2.38	N8° 49' 51"E	83.35
C177	16.70	1975.00	0.48	N8° 49' 04"E	16.70
C179	10.40	27.88	21.37	S2° 52' 11"E	10.34
C180	84.77	98.00	83.74	S11° 12' 12"E	77.42
C181	14.70	18.70	45.06	S36° 25' 14"E	14.33
C182	10.00	98.00	9.83	S23° 19' 10"E	10.04
C183	20.32	25.00	46.57	S19° 11' 21"E	19.76
C189	20.32	25.00	46.57	S27° 22' 44"W	19.76
C194	15.69	100.00	6.98	S8° 35' 14"W	15.67
C197	32.19	95.00	33.49	S33° 54' 59"W	31.70
C202	17.90	2025.00	0.51	N4° 20' 53"E	17.80

Line Table		
Line #	Length	Direction
L17	48.80	N33° 17' 01"W
L18	43.19	S33° 17' 01"E
L20	154.56	N52° 42' 59"E
L21	4.50	S85° 44' 24"E
L22	10.06	N3° 56' 29"E
L23	163.69	S52° 42' 59"W
L24	23.11	N70° 31' 45"W
L25	131.90	N85° 54' 18"W
L26	129.67	S85° 54' 18"E
L27	19.97	S70° 31' 45"E
L30	14.07	N4° 00' 00"E
L29	5.05	S85° 57' 10"E
L30	15.00	S4° 05' 42"W

NOTES:
 LOT 101 (ERS) SHALL BE RESPONSIBLE FOR CONSTRUCTING SIDE YARD SWALES AND OTHER SURFACE DRAINAGE AS NECESSARY TO ENSURE THE DRAINAGE PATTERNS AS SHOWN ON THE APPLICABLE GRADING & DRAINAGE PLAN ON FILE WITH THE CITY OF GERMANTOWN ARE ADHERED TO AND MAINTAINED. SWALES SHALL BE CONSTRUCTED SUCH THAT THE BEST IS NOT LOCATED ALONG A PROPERTY LINE. ALL SWALES SHALL BE PRIVATE & MAINTAINED BY THE LOT OWNER.
 THIS PROPERTY DOES NOT LIE WITHIN THE LIMITS OF A FEMA I FIRM IDENTIFIED SPECIAL FLOOD HAZARD AREA AS SHOWN ON COMMUNITY PANEL 4715C-0480G, DATED SEPTEMBER 28, 2007. SUBDIVISION CORNER MARKERS SHALL BE PLACED AT ALL CORNERS UPON COMPLETION OF CONSTRUCTION.
 IF THE PROPERTY SHOWN HEREIN IS SUBJECT TO ANY RESTRICTIVE COVENANTS, OR IS LATER MADE SUBJECT TO SUCH COVENANTS, TO THE EXTENT THAT THE COVENANTS OF THE CITY OF GERMANTOWN ARE MORE STRINGENT OR RESTRICTIVE THAN THE COVENANTS OF THE CITY OF GERMANTOWN, THE ENFORCEMENT OF SAME SHALL BE A PRIVATE MATTER AND THE OWNERS OF THE PROPERTY SHOWN HEREIN, AS THE CITY OF GERMANTOWN HAS NO RIGHT TO ENFORCE RESTRICTIVE COVENANTS OF SUCH NATURE.
 THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR THE PRIVATE DRAINAGE FACILITIES.

BENCHMARK - GERMANTOWN MONUMENT #171 LOCATED AT THE SOUTHEAST CORNER OF FOREST HILL REINE ROAD AND POPULAR PINE - ELEVATION = 366.58 (NAVD83)

SITE BENCHMARK - CUT SQUARE ON TOP OF CURB ON GERMANTOWN BAPTIST PROPERTY 160 FEET NORTH OF POPULAR AND 7 FEET WEST OF WEST PROPERTY LINE AND AS SHOWN - ELEVATION = 351.64

**FINAL PLAT
 CHAPEL COVE SUBDIVISION
 PHASE 2
 GERMANTOWN, TENNESSEE
 JUNE, 2016
 TOTAL AREA: 448,283 Sq. Ft. / 10.291 Ac.
 FEMA PANEL NO. 47157C: 0480G & 0480G
 TOTAL LOTS: 22 LOTS**



PREPARED FOR:
 WILSON CROSSING PARTNERS, LLC
 177 CROSSCROSS DRIVE
 COLLETSVILLE, TENNESSEE 38017

FISHER ARNOLD
 ENGINEERING INTEGRATION
 8100 Creechway Hills Drive | Memphis, Tennessee 38125-6538
 901.763.3910 | Fax: 901.748.3705 | www.fisherarnold.com



June 28, 2016

Ms. Shelia Pounder, City Planner
Department of Economic and Community Development
City of Germantown
1920 S. Germantown Road
Germantown, Tennessee 38138

**RE: Chapel Cove Subdivision, Phases 1 & 2
Preliminary & Final Plat Planning Commission Submittal**

Dear Ms. Pounder:

On behalf of the developer, Wilson Crossing Partners, LLC, Fisher Arnold hereby submits a Preliminary and Final Plat application for the Chapel Cove Subdivision. Since the Planning Commission sub-committee we have made several revisions to the plans to address staff comments, including shifting the north section of Chapel Cove westward fifteen feet (15') to create additional depth for the lots abutting Devonshire Gardens in order to address some of the Devonshire Garden residents' concerns. Additionally, tonight we will be conducting a Neighborhood Meeting at the Devonshire Gardens clubhouse to present these updated plans as well as present the draft declaration of restrictions and covenants that show the architectural and other restrictions that will ensure the homes constructed with Chapel Cove are of the character and quality of those in surrounding neighborhoods, including Devonshire Gardens.

As stated in previous submittals, in conjunction with this request for Subdivision Plat approval, we are petitioning the Planning Commission to grant a variance in the requirements of the Subdivision Regulations regarding the maximum length of a cove. We are requesting the maximum cove length to be 2,240 feet instead of 1,200' as required by the Subdivision Regulations. We base our justification of the request for the variance on the hardship and practical difficulty of the long, linear and narrow shape of the property, surrounded by fully developed properties that do not provide any connectivity. We have taken steps to offset this variance by establishing an ingress/egress easement thru the Germantown Baptist Church property to connect back with Poplar Avenue and we are also proposing a round-about to aide in vehicular circulation.

9180 Crestwyn Hills Drive
Memphis, TN 38125

901.748.1811
Fax: 901.748.3115
Toll Free: 1.888.583.9724

www.fisherarnold.com

Ms. Shelia Pounder
June 28, 2016
Page 2

According to Section 17-8 -Variances of the City of Germantown Zoning Ordinance, five (5) items have to be addressed in granting a variance:

1. The variance will not be detrimental to the public safety, health or welfare or injurious to adjoining property.

Our proposal meets this requirement in that we have provided an ingress/egress easement approximately at the half way point of the proposed subdivision road, providing better access by emergency vehicles if necessary. Since the property is self-contained, the proposed development will not have a negative impact on adjoining properties.

2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other properties.

Our property is unique in its size and shape, in that it is long and narrow. It is approximately 2,375 feet long by 400' wide without any street stubs from existing neighborhoods. This length and lack of connectivity is unique to this site and not applicable to other properties.

3. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result if the strict letter of this chapter is carried out.

Lack of connectivity to adjacent neighborhoods and a secondary point of access creates a hardship to the owner of the property that would not allow the rear portion of this property to be developed or utilized to its full potential if the strict letter of this chapter is adhered to. Provisions such as establishment of an ingress/egress easement to provide additional emergency access have been provided to minimize the length of the requested variance.

4. The variance will not in any manner vary the provisions of the zoning ordinance.

The proposed subdivision does not vary the provisions of the zoning ordinance and will adhere to the provisions of the zoning ordinance as related to R – Residential Low Density zoning district.

5. The basis of for the request is not the result of more inconvenience or financial disadvantage to the property owner.

The request is based on a lack of access to the northern portion of the property.

Ms. Shelia Pounder
June 28, 2016
Page 3

In association with this application, please find this original and eighteen (18) copies of this cover letter, along with nineteen (19) copies of the following: completed Planning Commission application form (including ownership disclosure form), completed Final Plat Review checklist, the Planning Commission Sub-committee staff comments with applicant responses, property deed and declaration of covenants between Germantown Baptist Church and Devonshire Gardens, draft easement agreements, easement plat and descriptions for easements being granted by Germantown Baptist Church, and four (4) full-sized and fifteen (15) half-sized copies of the Final Plat and construction plans.

We look forward to presenting this application to the Planning Commission on July 5, 2016. If you or staff have any questions or need additional information, please let me know.

Sincerely,
Fisher Arnold



Michael Rogers, PE, RLS, LEED AP BD+C, CPESC

Attachments

Cc: Mr. Keith Grant, Wilson Crossing Partners, LLC
Mr. Larry Vaughan & Mr. James Kirby, Germantown Baptist Church



**CITY OF
 GERMANTOWN
 TENNESSEE**

1930 South Germantown Road • Germantown, Tennessee 38138-2815
 Phone (901) 757-7200 Fax (901) 757-7292 www.germantown-tn.gov

DATE RECEIVED: _____
 RECEIVED BY: _____

**PLANNING COMMISSION
 OFFICIAL APPLICATION FORM**

TYPE OF APPLICATION	
<p>(Check <input checked="" type="checkbox"/> all that apply):</p> <p> <input type="checkbox"/> Sketch Plan; <input type="checkbox"/> Preliminary Site Plan; <input type="checkbox"/> Final Site Plan <input type="checkbox"/> Minor Subdivision; <input checked="" type="checkbox"/> Preliminary Plat; <input checked="" type="checkbox"/> Final Plat <input type="checkbox"/> Grading/Tree Removal; <input type="checkbox"/> WTP (Wireless Transmission Facility) <input type="checkbox"/> Rezoning From: _____ To: _____ <input type="checkbox"/> Other: _____ </p>	
<p>***** IS THIS SITE WITHIN A SMART CODE AREA: (Circle One) YES NO (Please note - if yes, than follow Smart Code Application Instructions to complete this form for submittal)</p>	
<p>PLANNED USE DEVELOPMENT'S (PUD) ONLY:</p> <p> <input type="checkbox"/> PUD Outline Plan (Master Plan); <input type="checkbox"/> PUD Amendment to Outline Plan; <input type="checkbox"/> PUD Preliminary Plan (individual phases); <input type="checkbox"/> Final Plan (individual phases); Phase: _____ of _____ Date of PUD Outline Plan (Master Plan) Approval: _____ Other: _____ </p>	
PROJECT INFORMATION (Provide Additional Pages as Needed)	
<p>Project Name: <u>Chapel Cove Subdivision, Phases 1 & 2</u></p> <p>Address/Location: <u>North side of Poplar Avenue 397.5' west of Devonshire Way</u></p> <p>Project Description: <u>A single family residential development of 45 lots to be developed in 2 phases</u></p>	
<p>No. of Acres: 20.45 <u>23.25</u> Parcel Identification Number(s): <u>G0232 00454</u></p>	
<p>PLEASE ATTACH A LETTER EXPLAINING THE PROJECT, IN DETAIL, AND LISTING ALL VARIANCES REQUESTED FROM THE SUBDIVISION AND ZONING REGULATIONS.</p>	
OWNER/LESSEE/DEVELOPER INFORMATION	
<p>Owner Name (Print): <u>Germantown Baptist Church</u> Address: <u>9450 Poplar Ave., Germantown, TN 38139</u> Phone No.: <u>(901) 756-9450</u> Email Address: <u>lvbaughan@germantownbaptist.org</u> Signature of Owner: <u>James L. Kirby, Trustee</u> Lessee Name (Print): _____ Address: _____ Phone No.: _____ Email Address: _____ Signature of Lessee: _____ </p>	
<p>Developer Name (Print): <u>Wilson Crossing Partners, LLC</u> Address: <u>177 Crescent Drive, Collierville, TN 38017</u> Phone No.: <u>(901) 854-0525</u> Email Address: <u>Kgrant@grantnewhomes.com</u> Signature of Developer: <u>Heath Grant</u> </p>	
<p>PLEASE ATTACH A COPY OF THE DEED REFLECTING OWNERSHIP OF THE SUBJECT REAL PROPERTY</p>	

AGENT/REPRESENTATIVE INFORMATION	
Name: <u>Michael Rogers</u>	Title: <u>Principal</u>
Company Name: <u>Fisher Arnold</u>	Address: <u>9180 Crestwyn Hills Dr, Memphis, TN 38125</u>
Phone No.: <u>901-748-1811</u>	Email Address: <u>mrogers@fisherarnold.com</u>
Who will represent this proposal at the Planning Commission meeting? <u>Michael Rogers</u>	
ENGINEER/SURVEYOR INFORMATION	
Engineer Name: <u>Fisher Arnold - Michael Rogers</u>	Address: <u>9180 Crestwyn Hills Dr., Memphis, TN 38125</u>
Phone No. <u>901-748-1811</u>	Email Address: <u>mrogers@fisherarnold.com</u>
Surveyor Name: <u>Fisher Arnold - Michael Rogers</u>	Address: <u>9180 Crestwyn Hills Dr., Memphis, TN 38125</u>
Phone No.: <u>901-748-1811</u>	Email Address: <u>mrogers@fisherarnold.com</u>

DISCLOSURE OF OWNERSHIP INTERESTS

In order to assist staff and appointed and elected officials of the City of Germantown in complying with Ordinances of the City relating to conflicts of interest, the following information is required to be furnished:

- For Profit Entities.** If the Applicant (including all owners, lessees and developers) submitting this Application ("Applicant") is a for-profit entity, i.e. sole proprietor, general partnership, limited partnership, corporation, limited liability company, RE.LT., a trust, or any other form of for-profit business entity, the authorized representative of the Applicant must list below the respective names and business or home addresses of all persons or entities which own 10% or more of the ownership interests in the Applicant. (If another business entity owns 10% or more of the ownership interests in the Applicant, all persons owning a 10% or more interest in such last mentioned entity must be identified by name and business or home address.) (If a trust owns a 10% or more interest in the Applicant, all beneficiaries of 10% or more of the trust assets must be identified by name and business or home address.) The amount of ownership interest does not have to be disclosed.

Applicant: Wilson Crossing Partners, LLC
Address: 177 Crescent Drive - Collierville, TN 38017

Owner: Germantown Baptist Church
Address: 9450 Poplar Avenue - Germantown, TN 38139

Lessee: N/A
Address: _____

Developer: Wilson Crossing Partners, LLC
Address: 177 Crescent Drive - Collierville, TN

Persons or Entities Owning 10% or More of the Ownership Interests of the Applicant:

Name	Business or Home Address
<u>Keith Grant</u>	<u>3675 Bedford Lane, Germantown, TN 38139</u>
<u>David Grant</u>	<u>3189 Bedford Lane, Germantown, TN 38139</u>
<u>Richard Grant</u>	<u>9182 Belle Fleurs Cove, Germantown, TN 38139</u>
<u>Kim Grant Brown</u>	<u>3024 Wetherby Cove N., Germantown, TN 38139</u>

Chairman Harless asked if there was any old business to come before the Commission. There were none.

Chairman Harless asked if there was any new business to come before the Commission. There were none.

Chairman Harless asked if there were any liaison reports. There were none.

ADJOURNMENT: The meeting adjourned at 7:30 p.m.