

AGENDA
GULFPORT CITY PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
THURSDAY, MAY 27, 2021 AT 4:30 PM

- A. Prayer**
- B. Pledge of Allegiance**
- C. Call to Order**
- D. Determination of a Quorum**
- E. Confirmation of Agenda**

E1. Proof of Publication

- F. Adoption of Minutes**

F1. Planning Commission Meeting - April 22, 2021

- G. Hearing of Cases**

G1. Public Declaration of Appeal Process of Chairman

Any person or any officer, department or agency of the City aggrieved by any decision of the Planning Commission may, within fifteen (15) days thereafter, appeal there from to the Mayor and City Council by filing with the Planning Commission a written notice of appeal specifying the decision from which the appeal is taken. In case of such appeal, the Planning Commission shall cause a transcript of the proceedings in the case to be certified to the Mayor and City Council, and the matter will be heard on said transcripts. The filing fee for an appeal is based on the actual cost of the required official transcript and any related miscellaneous charges. Any appeal shall be in writing and submitted to the Department of Urban Development-Planning Division stating what decision is being appealed and detailing how you are aggrieved.

G2. Anyone speaking today is asked to complete a "Speaker's Card".

Please provide the completed card at the time you speak to the Planning Commission. City staff personnel can assist in any questions you may have or in completing the card. This public meeting is open to all for comment.

G3. Routine Agenda

1. Resubdivision 2105PC083:

Resubdivision 2105PC083, by owners Miriam & James Merritt, tax parcel 0711O-03-077.000, Divide into 3 parcels, 703 Alston Ave, Zoned T3 (Sub-Urban Zone), Ward 2

2. Planning Commission Approval 2105PC084:

Planning Commission Approval 2105PC084, by owners Victoria & Willie Smith, tax parcel 0808F-01-001.093, Request home occupation for consulting services, 15196 Barbara Dr, Zoned R-1-10 (Single-family), Ward 7

3. General Plan 2105PC085:

General Plan 2105PC085, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000 and 0908E-01-001.001, Approval of General Plan for a 24-lot, 4-outparcel Subdivision (Florence Gardens Phase IX), Alphabet Rd, Zoned R-1-15 (Single-family) and R-1-10 (Single-family), Ward 6

4. Planning Commission Approval 2105PC086:

Planning Commission Approval 2105PC086, by agent Matt Kowalchyk, tax parcel 0809K-01-001.009, Request for tattoo parlor use, 9471 Three Rivers Rd, Zoned B-4 (Highway business), Ward 3

5. Planning Commission Approval 2105PC087:

Planning Commission Approval 2105PC087, by agent Alice Carlisle, tax parcel 0810B-03-043.000, Requests mobile home use, North Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

6. Planning Commission Approval 2105PC088:

Planning Commission Approval 2105PC088, by owner Robert Mingo, tax parcel 0810E-03-071.002, Requests mobile home use, Illinois Ave, Zoned R-1-5 (Single-family), Ward 3

7. Zoning Map Amendment 2104PC071:

Zoning Map Amendment 2104PC071, by agent Chris Fore, tax parcels 0808N-04-053.000 and 0808M-01-002.000, Request to rezone from B-2 (General business) to I-1 (Light industry), 15215 Dedeaux Rd, Ward 7

G4. Other Business

H. Adjournment

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

PREVIEW FOR AD NUMBER IPL00226280**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM. Thursday, May 27, 2021, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Zoning Map Amendment

2104PC071, by agent Chris Fore, tax parcels 0808N-04-053.000 and 0808M-01-002.000, Request to re-zone from B-2 (General business) to I-1 (Light industry), 15215 Dedeaux Rd, Ward 7

Resubdivision 2105PC083, by owners Miriam & James Merritt, tax parcel 0711O-03-077.000, Divide into 3 parcels, 703 Alston Ave, Zoned T3 (Sub-Urban Zone), Ward 2

Planning Commission Approval

2105PC084, by owners Victoria & Willie Smith, tax parcel 0808F-01-001.093, Request home occupation for consulting services, 15196 Barbara Dr, Zoned R-1-10 (Single-family), Ward 7

General Plan 2105PC085, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000 and 0908E-01-001.001, Approval of General Plan for a 24-lot, 4-outparcel Subdivision (Florence Gardens Phase IX), Alphabet Rd, Zoned R-1-15 (Single-family) and R-1-10 (Single-family), Ward 6

Planning Commission Approval

2105PC086, by agent Matt Kowalchuk, tax parcel 0809K-01-001.009, Request for tattoo parlor use, 9471 Three Rivers Rd, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval

2105PC087, by agent Alice Carlisle, tax parcel 0810B-03-043.000, Requests mobile home use, North Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

**Planning Commission Approval
2105PC088**, by owner Robert Min-
go, tax parcel 0810E-03-071.002, Re-
quests mobile home use, Illinois Ave,
Zoned R-1-5 (Single-family), Ward 3
This the 5th day of May 2021
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

<< Click here to print a printer friendly version >>

MINUTES
GULFPORT CITY PLANNING COMMISSION
Thursday, April 22, 2021, 4:30 P.M.
CITY HALL COUNCIL CHAMBERS

- A. **Prayer:** The Planning Commission led a prayer.
- B. **Pledge of Allegiance:** The Pledge of Allegiance was recited.
- C. **Call to Order:** The meeting of the Planning Commission was called to order at **4:30pm.**
- D. **Determination of a Quorum:** A roll call was performed and a quorum was determined.

BOARD MEMBERS PRESENT:

WM. PRINCE JONES
TIM DAIGLE JR.
CHARLIE HEWES
JOHN ANTHONY
KEITH WILLIAMS
DOUG HANCOCK
BJ SELLERS
VIRGINIA ADOLPH
BRANDON ELLIOTT

BOARD MEMBERS ABSENT:

HAROLD SPANN

STAFF MEMBERS PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
MATILDA WELCH

COURT REPORTER:

NORMA SOROE

E. **Confirmation of Agenda:**

F. **Adoption of Minutes:**

A motion by **Mr. Daigle** to approve Minutes of the **March 25, 2021**, meeting was seconded by **Mr. Elliott** and carried unanimously.

G. **Hearing of Cases:**

G1. The PUBLIC DECLARATION OF APPEAL PROCESS was read by the Chairperson: Any person or any officer, department or agency of the City aggrieved by any decision of the Planning Commission may within fifteen (15) days thereafter appeal there from to the mayor and City Council by filing with the Planning Commission a written notice of appeal specifying the decision from which the appeal is taken. In case of such appeal, the Planning Commission shall cause a transcript of the proceedings in the case to be certified to the mayor and City Council, and the matter will be heard on said transcripts. The filing fee for an appeal is based on the actual cost of the required official transcript and any related miscellaneous charges. Any appeal shall be in writing and submitted to the Department of Urban Development–Planning Division stating what decision is being appealed and detailing how you are aggrieved.

G2. The Chairperson asked for anyone speaking at the meeting to complete a Speaker's Card.

G3. Routine Agenda

1. Resubdivision 2104PC052:

by owner Elliott Land Development, LLC, tax parcel 0811G-02-016.000, Divide into eight new parcels, Thorton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Speaking for the Petition: Tyler Robinson

Speaking against the Petition: Scott Menard

Motion: Mr. Daigle – To approve applicant request.

Second: Mr. Anthony

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Recused
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

2. Planning Commission Approval 2104PC053,

by owners Crissy & James Ahern, tax parcel 0808F-01-001.127, Request home occupation for real estate business, 14866 McBride Cv, Zoned R-1-10 (Single-family), Ward 7

Speaking for the Petition: Crissy Ahern

Speaking against the Petition: None

Motion: Mrs. Adolph – To approve applicant request.

Second: Mr. Anthony

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Yea
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

3. Planning Commission Approval 2104PC061:

by owners Apache Barnes & Marcus Taylor, tax parcel 0907I-05-098.000, Request mobile home use, George Ave, Zoned R-1-5 (Single-family), Ward 6

Speaking for the Petition: Apache Barnes

Speaking against the Petition: None

Motion: Mr. Jones – To approve applicant request.

Second: Mrs. Adolph

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Yea
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

4. Resubdivision 2104PC068:

by owner Gregory Smith, tax parcel 1011D-03-005.000, Divide into 10 new parcels, Township Rd and Phillips Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Speaking for the Petition: Greg Smith

Speaking against the Petition: None

Motion: Mrs. Adolph – To approve applicant request.

Second: Mr. Sellers

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Yea
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

5. Resubdivision 2104PC072:

by agent Carl LaRosa, tax parcels 0810N-05-002.000 and 0810N-05-001.000, Divide into 2 parcels, 3330 25th Ave and 2400 34th St, Zoned I-1 (Light industry), Ward 3

Speaking for the Petition: Carl LaRosa

Speaking against the Petition: None

Motion: Mr. Hewes – To approve applicant request.

Second: Mr. Daigle

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea

WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Yea
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

6. Planning Commission Approval 2104PC073:

by owners Sarah & John Walsh, tax parcel 0911E-01-035.000, Request home occupation for real estate business, 715 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Speaking for the Petition: Sarah Walsh

Speaking against the Petition: None

Motion: Mrs. Adolph – To approve applicant request.

Second: Mr. Sellers

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Yea
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

7. Zoning Map Amendment 2104PC074:

by agent Lawrence C. Rumsey, tax parcel 0807F-01-004.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15221 South Swan Rd, Ward 7

Speaking for the Petition: Larry Rumsey

Speaking against the Petition: None

Motion: Mr. Elliott – To approve applicant request.

Second: Mr. Sellers

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Yea
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

8. Zoning Map Amendment 2104PC075:

by Heinrich and Associates, tax parcels 0707H-01-014.000, 0707H-01-012.000, and 0707H-01-013.000, Request to rezone from R-1-15 (Single-family) and B-4 (Highway business) to completely B-4, S Swan Rd, Ward 7

Speaking for the Petition: Keith Dern

Speaking against the Petition: None

Motion: Mr. Hewes – To deny request based on the property in not on highway. Please not that B-4 is (Highway Business) zoning district.

Second: Mr. Elliott

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Yea
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

9. General Plan 2104PC076:

by agent Heinrich & Associates, tax parcels 0711N-02-103.001, 0711N-02-103.002, 0711N-02-103.003, 0711N-02-103.004, 0711N-02-103.005, 0711N-02-103.006, 0711N-02-103.007, 0711N-02-103.008, and 0711N-02-103.009, Approval of General Plan for 6-lot subdivision (Beachplace), W Beach Blvd & Finley St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Speaking for the Petition: Keith Dern

Speaking against the Petition: Charles Hite, Bethany Cammack

Motion: Mr. Sellers – To approve applicant request.

Second: Mr Anthony

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Yea
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

10. Resubdivision 2105PC077:

by agent Heinrich & Associates, tax parcels 0711O-03-072.000 and 0711O-03-099.000, Divide into 7 new parcels, W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Speaking for the Petition: Keith Dern

Speaking against the Petition: None

Motion: Mr. Daigle – To approve applicant request with conditions.

Second: Mr. Hancock

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Recused
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Yea
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

11. Special Exception 2103SE036:

by owners Kyle & Emily Fitzpatrick, tax parcel 0708A-01-016.001, Request day care use, Old Hwy 49, Zoned R-O (Residence-office), Ward 7

Speaking for the Petition: Kyle Fitzpatrick

Speaking against the Petition: None

Motion: Mr. Jones – To approve applicant request.

Second: Mr. Hewes

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Yea
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

**12. General Plan 2103PC045:
(Deferred to March meeting)**

by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908F-01-001.000, Approval for General Plan for 18-lot subdivision (Florence Gardens Phase VIII) with 9 outparcels, Music St, Zoned T4+ (General Urban Zone "Plus"), R-1-10 (Single-family), and R-2 (Single-family), Ward 6

Speaking for the Petition: Nick Gant

Speaking against the Petition: None

Motion: Mr. Hancock – To approve applicant request.

Second: Mr. Jones

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Recused
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

H. Adjournment

There being no further business, a Motion was made by **Mr. Hancock** to adjourn, seconded by **Mr. Hewes** and carried unanimously. The meeting adjourned at **5:45pm .**

WILLIAM PRINCE JONES, Secretary

Date: _____

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 27, 2021

Re: Resubdivision 2105PC083:

Resubdivision 2105PC083, by owners Miriam & James Merritt, tax parcel 0711O-03-077.000,
Divide into 3 parcels, 703 Alston Ave, Zoned T3 (Sub-Urban Zone), Ward 2

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2105PC083

Hearing Date: May 27, 2021

Current Zoning/Use: T3 / Vacant

Legal: Resubdivision 2105PC083, by owners Miriam & James Merritt, tax parcel 0711O-03-077.000, Divide into 3 parcels, 703 Alston Ave, Zoned T3 (Sub-Urban Zone), Ward 2

TECHNICAL DETAILS

The applicant requests to subdivide existing parcel into three separate parcels at 703 Alston Avenue, zoned T3 (Sub-Urban Zone) which allows for single-family use. The existing parcel consist of 32,034.20 square feet, with a lot width of 225.00 feet adjacent to Alston Avenue and a lot width of 142.50 square feet adjacent to Ford Street.

SmartCode Ordinance requires that the minimum lot width shall be 60 feet and a minimum lot size of 8,712 square feet. In review of the Resubdivision Certificate provided by the applicant, Lot "A" will consist of 12,373.97 square feet with a lot width of 86.86 feet, Lot "B" 9,253.86 square feet, with a lot width of 65.00 feet and Lot "C" to contain 10,406.37 square feet with a lot width of 73.14 feet. Thus, all newly created lots meet the minimum lot size and lot width requirements. Further, the applicant has submitted a notarized affidavit that verifies that there are no restrictive covenants that shall prohibit the Resubdivision of said property. Also, all newly created parcels will have direct access to a dedicated public street and property is serviced by City of Gulfport water and sewer at this time.

The Gulfport Subdivision Regulations require that:

1. Each new lot created is in compliance with appropriate zoning ordinances, building codes, and restrictive covenants, if any;
2. Each new lot created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new lot created shall have available capacity for water and sewer

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant states there are no protective or restrictive covenants which would prevent the resubdivision of the parcels.

EXECUTIVE SUMMARY:

In review of all necessary documents provided by the applicant and review of the Resubdivision Certificate provided, the applicant meets the required city standards to subdivide said parcel.

Technical Report

Resubdivision

Any approval should consider these conditions:

1. Live Oak Trees need to be protected and preserved.
2. Provide separate sewer and water services.

DEPARTMENTAL CONDITIONS

Engineering: Conditions (See Public Works Comments). Memo dated 5/14/21.

Public Works: Provide separate sewer and water services. Memo dated 5/14/21.

Traffic and Safety: No conditions. Memo dated 5/14/21.

Building Code Services: No conditions. Memo dated 5/14/21.

GIS: No conditions. Memo dated 5/11/21.

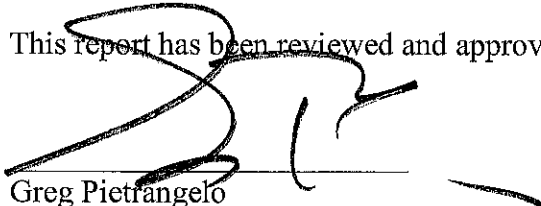
Police Department: No comment as of 5/14/21.

Fire Department: No conditions. Memo dated 5/11/21.

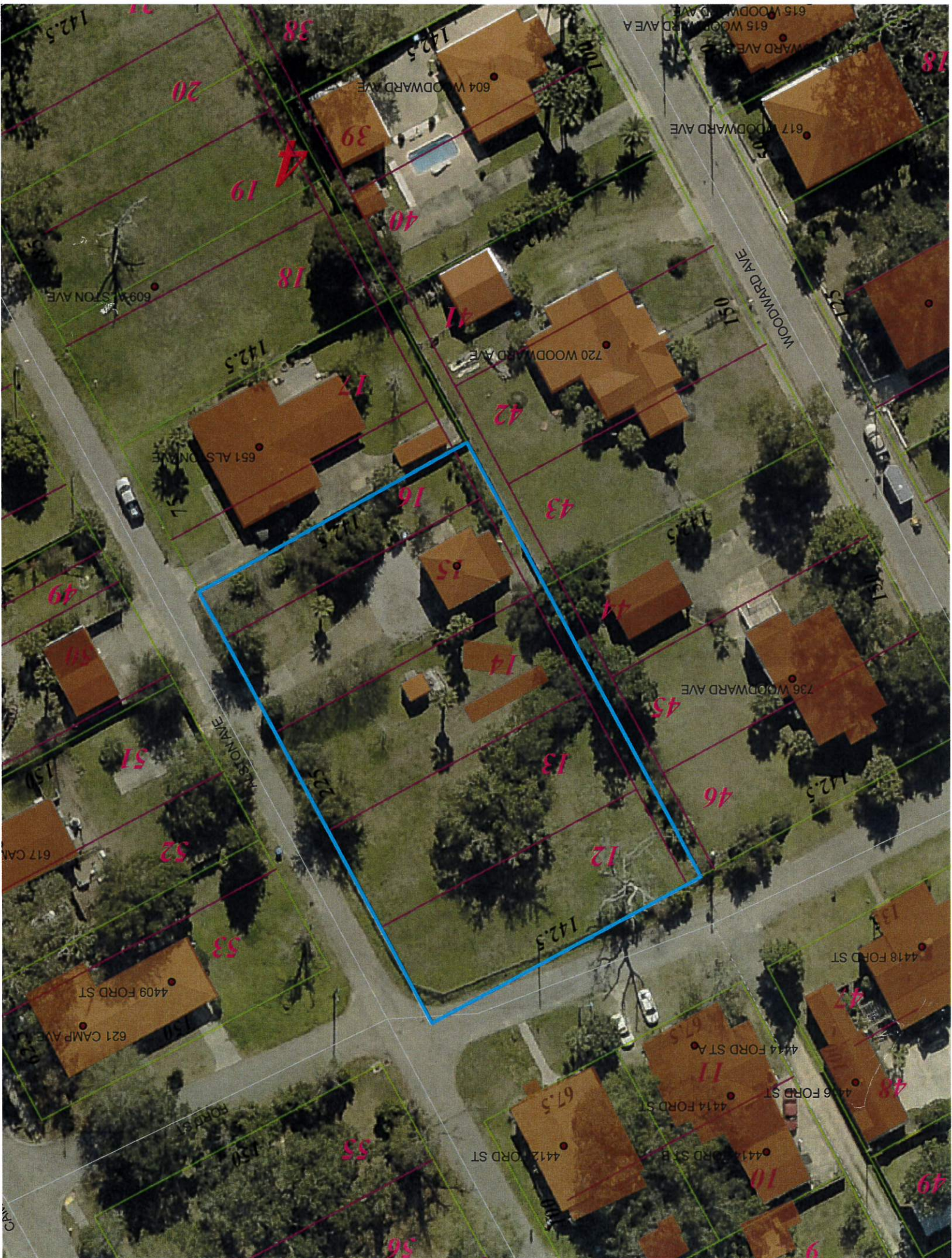
City Arborist: Live Oak Trees need to be protected and preserved.
Memo dated 5/10/2021.

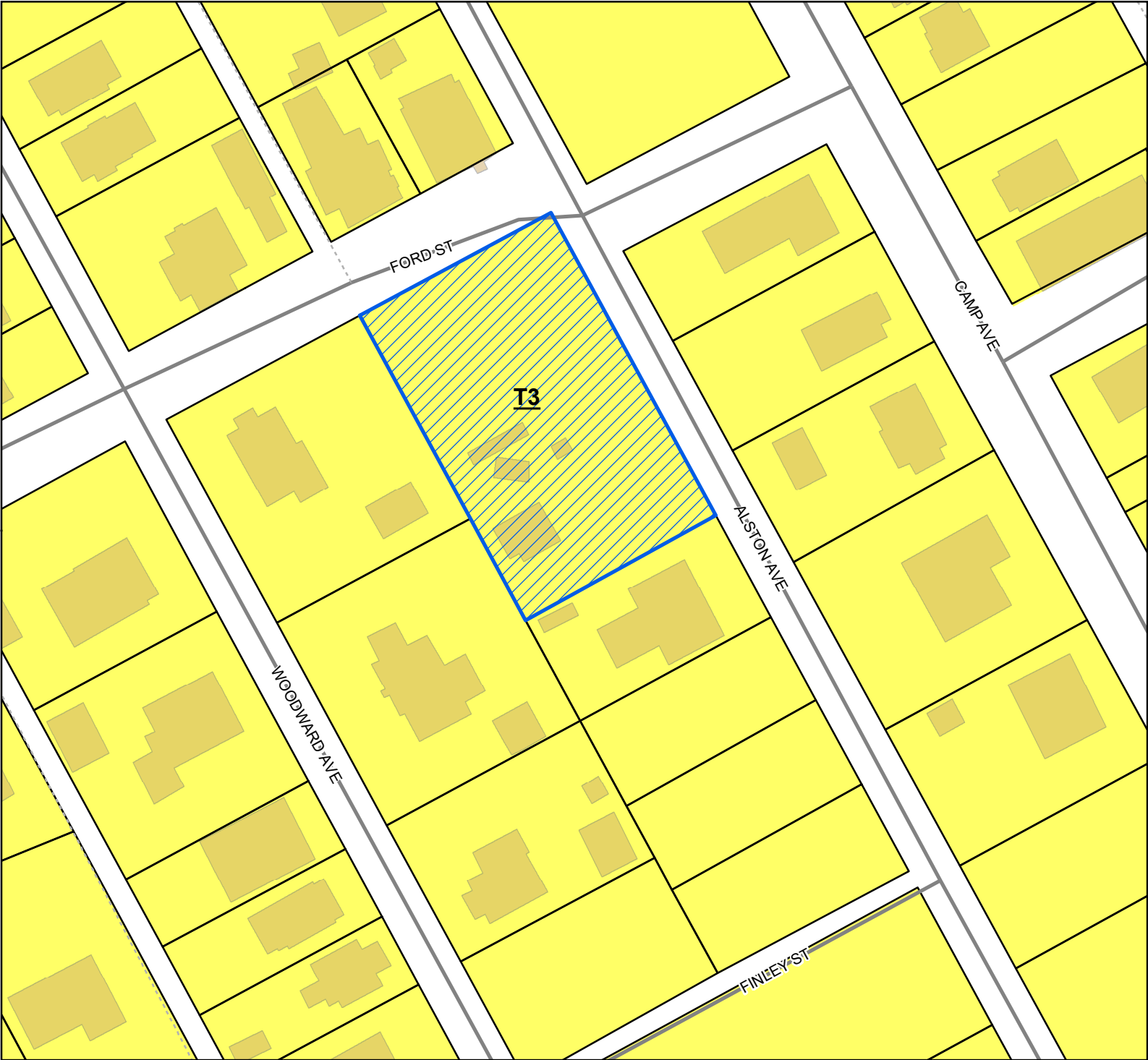
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department





Site

Street

Alley

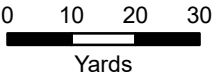
Parcels

Buildings

Smart Code

T3

Site Information
0710N-03-077.000
Zoning: T3 (Sub-urban Zone)
Size: 3.45 acres
Flood: 0.2%, AE



1 inch = 90 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	7	1	1	0	-	0	3	-	0	7	7	•	0	0	0
					-			-				•			
					-			-				•			

For Staff Use Only

Case Number: 2105PC083Date Received: 4/5/21

Receipt Number: _____

Received By: CLZoning: T3Ward: 2 Flood: AE, 0.2%Size: 32,034 ft²

(If necessary, use separate sheet of paper)

Address of Property Involved: 703 Alston Avenue, Gulfport, MS 39501Lot(s) 12 to 15, 1/2 of 16, Block(s) 4, Subdivision Gaston Point Beach AddGeneral Location: West Gulfport

GENERAL DESCRIPTION OF REQUEST:

subdivide above parcel into 3 parcels (lots) total.

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

Miriam A. Merritt

Printed Name of Owner

13928 Puerto Drive

Mailing Address

Ocean Springs, MS 39564

City

State

Zip code

N/A

228-697-2397

Home Phone

Work/Cell Phone

mandyfmeritt@gmail.com

Email

Signature of Owner

AGENT

Printed Name of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.



SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

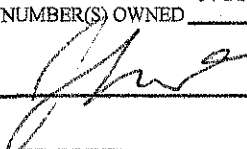
I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) James E. Merritt

ADDRESS (STREET, CITY, STATE, ZIP CODE) 13928 Puerto Drive, Ocean Springs, MS 39564

PHONE # (H) 662-902-6002 (cell) (W) 228-697-2484

TAX PARCEL NUMBER(S) OWNED 0711O-03-077.000

SIGNATURE: 

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: _____

GENERAL AFFIDAVIT

The within named persons (Affiant), Miriam A. Merritt, James E. Merritt, who are residents of Jackson County, State of Mississippi, personally came and appeared before me, the undersigned Notary Public, and makes this his/her statement, testimony and General Affidavit under oath or affirmation, in good faith, and under penalty of perjury, of sincere belief and personal knowledge that the following matters, facts, and things set forth are true and correct, to the best of his/her knowledge:

Gaston Beach Subdivision Addition has no covenants according to the title search abstractor. We were informed that there is nothing filed of record as covenants.

Dated this 5th day of March, 2021,

[Signature]
Signature of Affiant

===== State of

Mississippi
County of Harrison

Subscribed and sworn to, or affirmed, before me on this 5th day of March, 2021 by
Affiant [Signature]

Cassie J. Malley
Signature of Notary Public
5/8/24

My Commission Expires:

Dated this 5th day of March, 2021,

[Signature]
Signature of Affiant

=====

State of Mississippi
County of Harrison

Subscribed and sworn to, or affirmed, before me on this 5th day of March, 2021 by

Affiant [Signature]

Cassie J. Malley
Signature of Notary Public
5/8/24

My Commission Expires:



REVIEWED

SCANNED



John 1st Judicial District
Instrument 2020 15139 D --J1
Filed/Recorded 11/25/2020 02:19 P
Total Fees \$ 25.00
3 Pages Recorded

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantors:
Paul J. Ellis
703 Alston Avenue
Gulfport, MS 39501
(228) 424-1999

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantees:
Miriam A. Merritt
James E. Merritt
13928 Puerto Drive
Ocean Springs, MS 39564
(228) 697-2397

File No. Z209032N

INDEXING INSTRUCTIONS: A parcel of land situated in Sec-08, T-08, R-08, 1st JD, Harrison County, MS

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT**

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of **TEN AND NO/100 DOLLARS (\$10.00)**, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged that I, **Paul J. Ellis**, do hereby sell, convey and warrant unto **Miriam A. Merritt** and **James E. Merritt**, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Legal Description attached hereto as Exhibit "A".

This being the same property as that conveyed to Paul J. Ellis, by instrument recorded in Deed Book 4, at Page 15, Land Deed Records of First Judicial District of Harrison County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantor quitclaims any and all oil, gas, and other minerals owned, if any, to Grantees. No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the Office of the Chancery Clerk of First Judicial District of Harrison County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS MY SIGNATURE, on this the 23rd day of November, 2020.

Paul J. Ellis
Paul J. Ellis

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY, APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Paul J. Ellis, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 23rd day of November, 2020.

(AFFIX SEAL)



My commission expires: _____

Cassie J. Malley
NOTARY PUBLIC

DEED ACCEPTED BY:

Miriam A. Merritt
Miriam A. Merritt, Grantee

James E. Merritt
James E. Merritt, Grantee

Exhibit "A"

Legal Description

Lots Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and the North-Half of Lot Sixteen (16), of Block Four (4), Gaston Point Beach addition to the City of Gulfport, as per map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, and the East one-half (1/2) of that portion of an all fifteen (15) feet in width running in a Northerly and Southerly direction through the said Block Four (4) which joins the said lots on the West side thereof, as reflected by said map or plat, and which was vacated on August 20, 1953, subject to a retained easement, by order which is recorded in Book 372 at Page 52 of the Land Deed Records in the office of the aforesaid Chancery Clerk.

A RESUBDIVISION OF LOTS 12 THROUGH 15
AND THE NORTH ONE-HALF OF LOT 16,
BLOCK 4, GASTON POINT ADDITION, A
32,034.20 SQUARE FEET PARCEL, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI, INTO LOTS
"A", "B" AND "C". SAID PARCEL BEING
REFERRED TO AS TAX PARCEL NO.
07110-03-077.000, ADDRESS-
703 ALSTON AVENUE



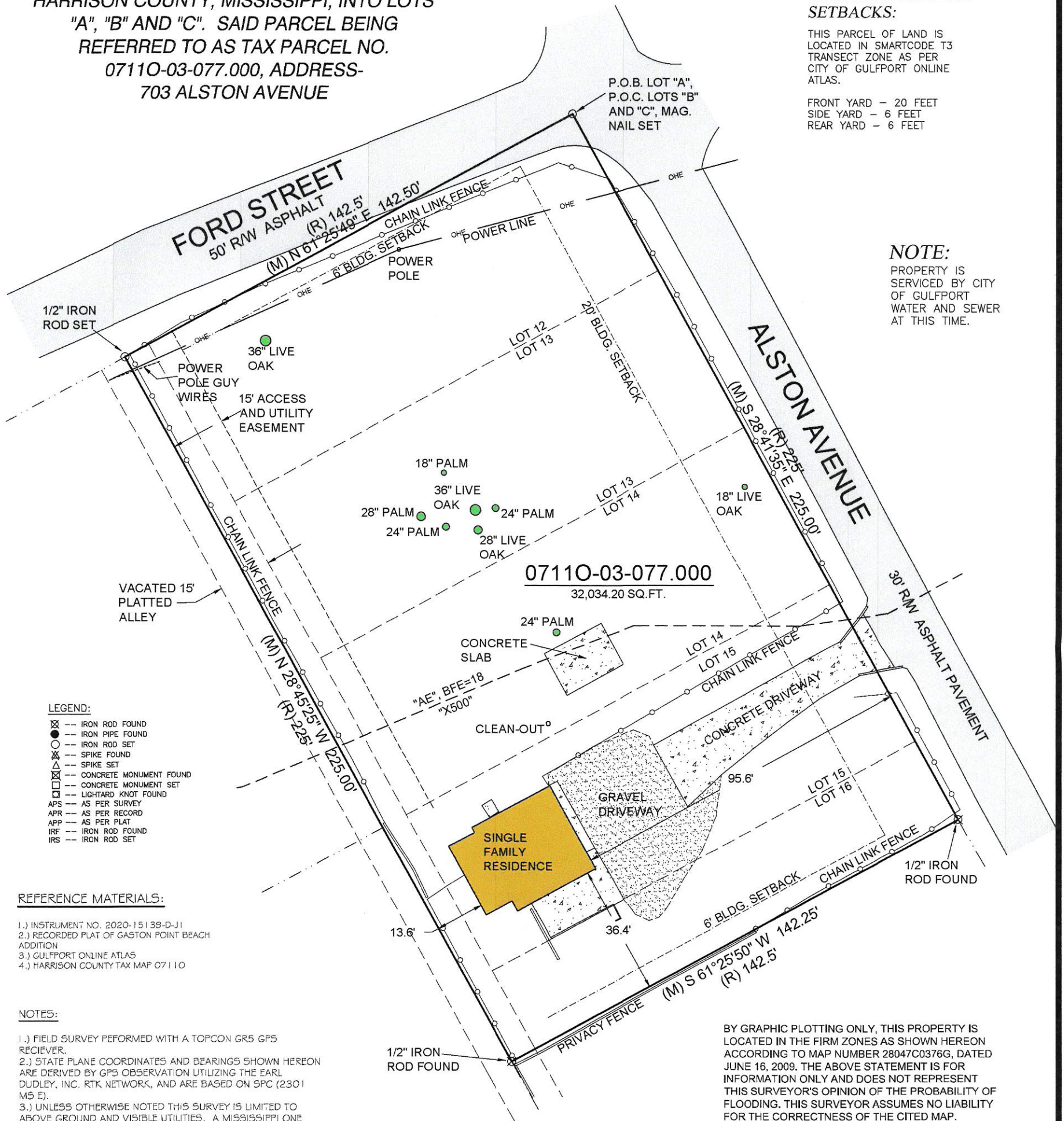
**MINIMUM BUILDING
SETBACKS:**

THIS PARCEL OF LAND IS
LOCATED IN SMARTCODE T3
TRANSECT ZONE AS PER
CITY OF GULFPORT ONLINE
ATLAS.

FRONT YARD - 20 FEET
SIDE YARD - 6 FEET
REAR YARD - 6 FEET

NOTE:

PROPERTY IS
SERVICED BY CITY
OF GULFPORT
WATER AND SEWER
AT THIS TIME.



REFERENCE MATERIALS:

- 1.) INSTRUMENT NO. 2020-15139-D-11
- 2.) RECORDED PLAT OF GASTON POINT BEACH
ADDITION
- 3.) GULFPORT ONLINE ATLAS
- 4.) HARRISON COUNTY TAX MAP 07110

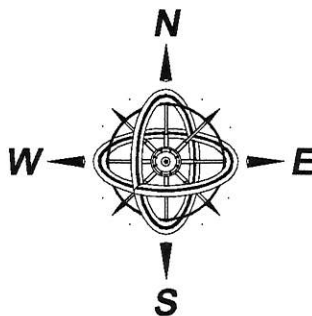
NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON GR5 GPS
RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON
ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL
DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301
M5 E).
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO
ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE
CALL SHOULD BE MADE BEFORE ANY DIGGING @
1-800-227-6477.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND
DETERMINATION AND ET CETERA TO BE PRESCRIBED BY
APPROPRIATE GOVERNING BODIES.

CLIENT: JAMES E. MERRITT
AND MIRIAM A. MERRITT
DATE OF FIELD SURVEY:
3/30/2021
DRAWN BY: CAC
JOB NUMBER: 18285.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649



SCALE 1" = 30'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

**GPS OBSERVATION
NOTE**

DATE OF FIELD WORK: 3/30/2021
TOPCON VR RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

A RESUBDIVISION OF LOTS 12 THROUGH 15
AND THE NORTH ONE-HALF OF LOT 16,
BLOCK 4, GASTON POINT ADDITION, A
32,034.20 SQUARE FEET PARCEL, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI, INTO LOTS
"A", "B" AND "C". SAID PARCEL BEING
REFERRED TO AS TAX PARCEL NO.
07110-03-077.000, ADDRESS-
703 ALSTON AVENUE

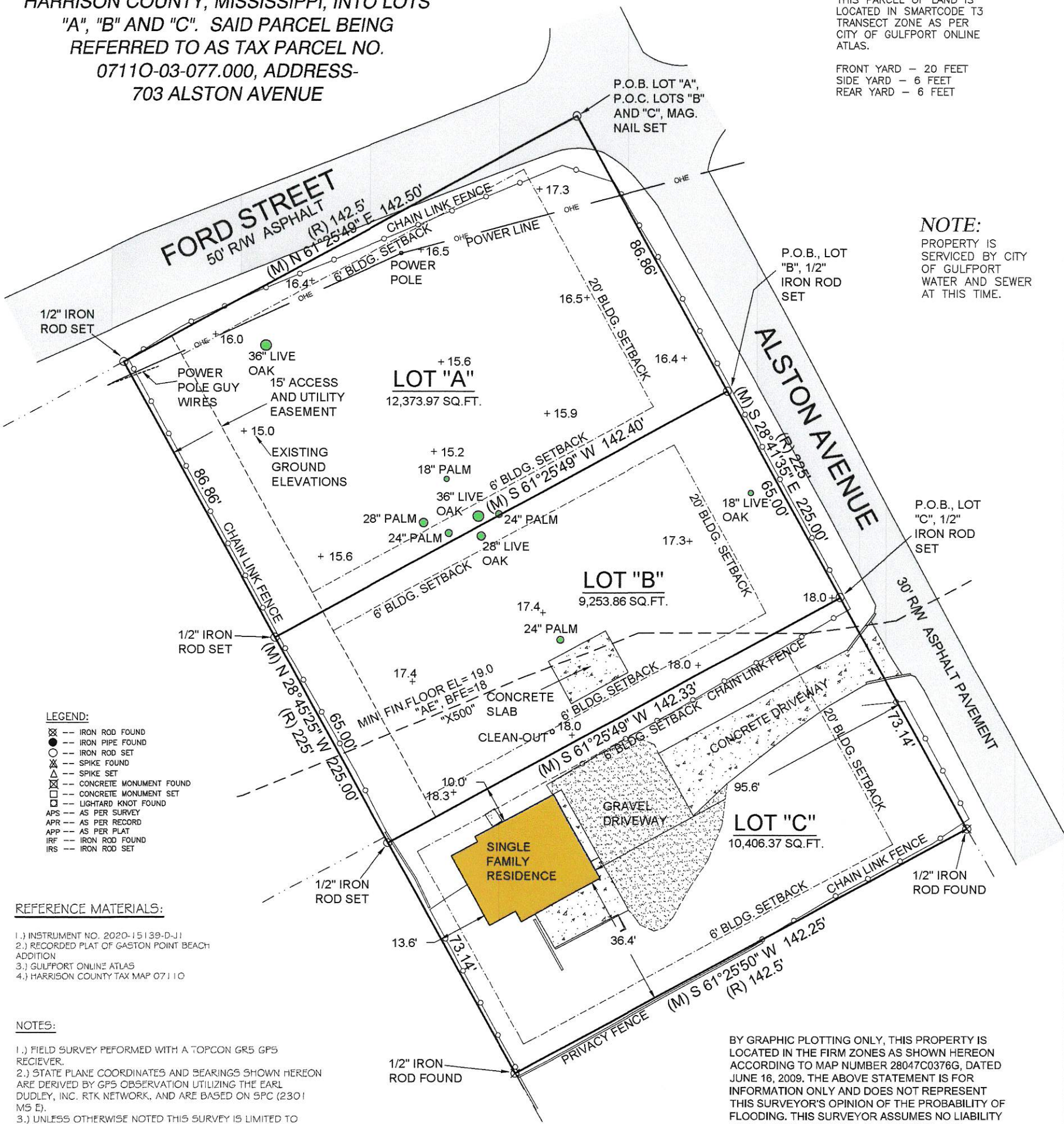


**MINIMUM BUILDING
SETBACKS:**

THIS PARCEL OF LAND IS
LOCATED IN SMARTCODE T3
TRANSECT ZONE AS PER
CITY OF GULFPORT ONLINE
ATLAS.

FRONT YARD - 20 FEET
SIDE YARD - 6 FEET
REAR YARD - 6 FEET

NOTE:
PROPERTY IS
SERVICED BY CITY
OF GULFPORT
WATER AND SEWER
AT THIS TIME.



REFERENCE MATERIALS:

- 1.) INSTRUMENT NO. 2020-15139-D-11
- 2.) RECORDED PLAT OF GASTON POINT BEACH
ADDITION
- 3.) GULFPORT ONLINE ATLAS
- 4.) HARRISON COUNTY TAX MAP 07110

NOTES:

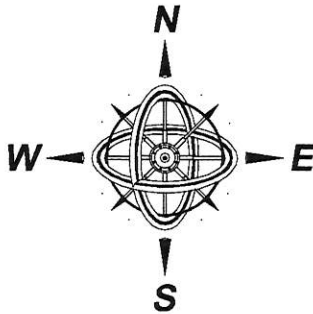
- 1.) FIELD SURVEY PERFORMED WITH A TOPCON GR5 GPS
RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON
ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL
DUDLEY, INC. RTK NETWORK, AND ARE BASED ON 5PC (2301
MS E).
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO
ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE
CALL SHOULD BE MADE BEFORE ANY DIGGING @
1-800-227-6477.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND
DETERMINATION AND ET CETERA TO BE PRESCRIBED BY
APPROPRIATE GOVERNING BODIES.

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS
LOCATED IN THE FIRM ZONES AS SHOWN HEREON
ACCORDING TO MAP NUMBER 28047C0376G, DATED
JUNE 16, 2009. THE ABOVE STATEMENT IS FOR
INFORMATION ONLY AND DOES NOT REPRESENT
THIS SURVEYOR'S OPINION OF THE PROBABILITY OF
FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY
FOR THE CORRECTNESS OF THE CITED MAP.

CLIENT: JAMES E. MERRITT
AND MIRIAM A. MERRITT
DATE OF FIELD SURVEY:
3/30/2021
DRAWN BY: CAC
JOB NUMBER: 18285.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649



SCALE 1" = 30'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

**GPS OBSERVATION
NOTE**

DATE OF FIELD WORK: 3/30/2021
TOPCON VR RECIEVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

A RESUBDIVISION OF A 32,034.20 SQUARE
FEET PARCEL, CITY OF GULFPORT, FIRST
JUDICIAL DISTRICT OF HARRISON COUNTY,
MISSISSIPPI, INTO LOTS "A", "B" AND "C".
SAID PARCEL BEING REFERRED TO AS TAX
PARCEL NO. 07110-03-077.000, ADDRESS-
703 ALSTON AVENUE

**GPS OBSERVATION
NOTE**

DATE OF FIELD WORK: 3/30/2021
TOPCON VR RECIEVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON
THE RECORDED SUBDIVISION PLAT IN
CASES OF REGULAR SUBDIVISIONS LOTS.
BOUNDARY SURVEYS OF PROPERTIES NOT
A PART OF A REGULAR SUBDIVISION ARE
BASED UPON TITLE INFORMATION PROVIDED
BY THE PARTY REQUESTING THE SURVEY.
BOUNDARY SURVEY PLATS REFLECT
INFORMATION DISCOVERED BY THE
SURVEYOR IN THE NORMAL COURSE OF
WORK AND DOES NOT NECESSARILY SHOW
EVERY POSSIBLE CONDITION AFFECTING THE
PROPERTY. EASEMENTS, SERVITUDES,
BUILDING ORDINANCES, ZONING, AND
OTHER LEGAL ENCUMBERMENTS MAY EXIST.
CONSULT A TITLE ATTORNEY IF YOU WISH
TO DISCOVER ALL THE LEGAL
ENCUMBERMENTS ATTACHED TO ANY
PROPERTY.

CLIENT: JAMES E. MERRITT
AND MIRIAM A. MERRITT
DATE OF FIELD SURVEY:
3/30/2021
DRAWN BY: CAC
JOB NUMBER: 18285.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE

BILOXI, MS 39532 PHONE: 228-234-1649

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED
BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
- 2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "AS SHOWN
HEREON" ACCORDING TO MAP NUMBER 28047C0376G
DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY:
GRID NORTH BY GPS OBSERVATION. ALL LINES RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR
A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE
CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS
EXPRESSED OR IMPLIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE
AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS
THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED
SURVEYOR'S SEAL.

RECORD DESCRIPTION, DEED 2020-15139-D-J1

Lots Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and the North-Half of Lot Sixteen (16), of Block Four (4), Gaston Point Beach addition to the City of Gulfport, as per map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, and the East one-half (1/2) of that portion of an all fifteen (15) feet in width running in a Northerly and Southerly direction through the said Block Four (4) which joins the said lots on the West side thereof, as reflected by said map or plat, and which was vacated on August 20, 1953, subject to a retained easement, by order which is recorded in Book 372 at Page 52 of the Land Deed Records in the office of the aforesaid Chancery Clerk.

**LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION:
LEGAL DESCRIPTION: LOT "A", AS PER SURVEY DIMENSIONS**

ALL OF LOT 12 AND A PORTION OF LOT 13, BLOCK 4, GASTON POINT BEACH ADDITION
SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI,
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE
PLANE GRID NORTH (MS EAST ZONE 2301):

BEGINNING AT A MAG. NAIL SET AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE ALONG
THE EAST LINE OF LOTS 12 AND 13, ALSO BEING THE WEST MARGIN OF ALSTON AVENUE,
S28°41'28"E 86.86' TO AN IRON ROD SET; THENCE S61°25'49"W 142.40' TO AN IRON ROD SET IN THE
CENTERLINE OF THE VACATED ALLEY LYING ADJACENT TO SAID LOTS; THENCE ALONG SAID
CENTERLINE, N28°45'25"W 86.86' TO AN IRON ROD SET ON THE SOUTH MARGIN OF FORD STREET;
THENCE ALONG SAID SOUTH MARGIN, N61°25'49"E 142.50' TO THE POINT OF BEGINNING,
CONTAINING 12,373.97 SQUARE FEET. BEING SUBJECT TO A 15 FEET WIDE ACCESS AND UTILITY
EASEMENT ACROSS THE WEST 15 FEET OF HEREIN DESCRIBED PROPERTY.

LEGAL DESCRIPTION: LOT "B", AS PER SURVEY DIMENSIONS

A PORTION OF LOTS 13, 14 AND 15, BLOCK 4, GASTON POINT BEACH ADDITION SUBDIVISION, CITY
OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID
NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL SET AT THE NORTHEAST CORNER OF LOT 12, BLOCK 4, GASTON
POINT BEACH ADDITION SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI; THENCE ALONG THE WEST MARGIN OF ALSTON AVENUE, S28°41'35"E 86.86'
TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG THE WEST MARGIN
OF ALSTON AVENUE, S28°41'35"E 65.00' TO AN IRON ROD SET; THENCE S61°25'49"W 142.33' TO AN
IRON ROD SET IN THE CENTERLINE OF THE VACATED ALLEY LYING ADJACENT TO SAID LOTS;
THENCE ALONG SAID CENTERLINE, N28°45'25"W 65.00' TO AN IRON ROD SET; THENCE N61°25'49"E
142.40' TO THE POINT OF BEGINNING, CONTAINING 9,253.86 SQUARE FEET. BEING SUBJECT TO A 15
FEET WIDE ACCESS AND UTILITY EASEMENT ACROSS THE WEST 15 FEET OF HEREIN DESCRIBED
PROPERTY.

LEGAL DESCRIPTION: LOT "C", AS PER SURVEY DIMENSIONS

A PORTION OF LOTS 15 AND 16, BLOCK 4, GASTON POINT BEACH ADDITION SUBDIVISION, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID
NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL SET AT THE NORTHEAST CORNER OF LOT 12, BLOCK 4, GASTON
POINT BEACH ADDITION SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI; THENCE ALONG THE WEST MARGIN OF ALSTON AVENUE, S28°41'35"E
151.86' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG THE WEST
MARGIN OF ALSTON AVENUE, S28°41'35"E 73.14' TO AN IRON ROD FOUND ON THE SOUTH LINE OF
THE NORTH 1/2 OF SAID LOT 16; THENCE ALONG SAID SOUTH LINE, S61°25'50"W 142.25' TO AN IRON
ROD FOUND ON THE CENTERLINE OF THE VACATED ALLEY LYING ADJACENT TO SAID LOTS;
THENCE ALONG SAID CENTERLINE, N28°45'25"W 73.14' TO AN IRON ROD SET; THENCE N61°25'49"E
142.33' TO THE POINT OF BEGINNING, CONTAINING 10,406.37 SQUARE FEET.

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF TAX PARCEL # 07110-03-077.000, LOCATED IN GASTON POINT BEACH ADDITION TO GULFPORT, MS. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF FORD STREET AND ON THE WEST SIDE OF ALSTON AVENUE. THE AD VALOREM TAX PARCEL NUMBERS OF THE SUBJECT PROPERTY IS 07110-03-077.000. THE CASE FILE NUMBER IS

A RESUBDIVISION OF A 32,034.20 SQUARE FEET PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "A", "B" AND "C". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 07110-03-077.000, ADDRESS- 703 ALSTON AVENUE

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT JAMES E. MERRITT IS ONE OF THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 31st DAY OF March, 2021.

BY: JAMES E. MERRITT

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT MIRIAM A. MERRITT IS ONE OF THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 31st DAY OF March, 2021.

BY: MIRIAM A. MERRITT

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED JAMES E. MERRITT, WHO ACKNOWLEDGED THAT HE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC ID # 45440 GRETCHEN W. VASQUEZ Commission Expires April 23, 2024

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED MIRIAM A. MERRITT, WHO ACKNOWLEDGED THAT SHE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC ID # 45440 GRETCHEN W. VASQUEZ Commission Expires April 23, 2024

THE APPLICANTS HEREBY COVENANT AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY:

BY: JAMES E. MERRITT

THIS 31st DAY OF March, 2021.

BY: MIRIAM A. MERRITT

THIS 31st DAY OF March, 2021.

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT PLANNING COMMISSION ON THE DAY OF , 2021.

BY: KEITH WILLIAMS THE CITY OF GULFPORT'S PLANNING COMMISSION CHAIRMAN

BY: GREG HOLMES THE CITY OF GULFPORT'S PLANNING DIVISION ADMINISTRATOR

CERTIFICATE OF APPROVAL BY THE COUNCIL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT CITY COUNCIL AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE DAY OF , 2021.

ATTEST:

BRITTANY RODGERS THE CITY OF GULFPORT'S CLERK OF COUNCIL

F.B. "RUSTY" WALKER, IV THE CITY OF GULFPORT'S COUNCIL PRESIDENT

CERTIFICATE OF APPROVAL BY THE MAYOR

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS DAY OF , 2021.

BILLY HEWES THE CITY OF GULFPORT'S MAYOR

PREPARED BY:

CLIFFORD A. CROSBY, PLS 716 LIVE OAK DRIVE BILOXI, MS 39532 PHONE: 228-234-1649

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI"

WITNESS MY SIGNATURE AND SEAL THIS 30th DAY OF March, 2021.

CLIFFORD A. CROSBY, MS PLS 2539

CLIENT: ELISITY DEVELOPMENT, LLC DATE OF FIELD SURVEY: 7/28/2017 DRAWN BY: CAC JOB NUMBER: 20355.dwg

RE: Resubdivision 2105PC083, by owners Miriam & James Merritt, tax parcel 0711O-03-077.000, Divide into 3 parcels, 703 Alston Ave, Zoned T3 (Sub-Urban Zone), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 27, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

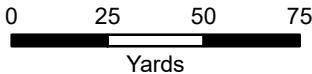
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, May 27, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

Mail	PPIN	Parcel ID (083)	Name	Address	City	State	ZIP
Y	90956	07110-03-077.000	MERRITT MIRIAM A & JAMES E	13928 PUERTO DRIVE	OCEAN SPRINGS	MS	39564
N			Adjacent Property Owners				
Y	24158	07110-03-061.000	FERRER MARK	511 KEYWOOD CIRCLE	FLOWOOD	MS	39232
Y	24151	07110-03-067.000	SANZIN JAMES A JR & MELISSA P	609 CAMP AVE	GULFPORT	MS	39503
Y	24152	07110-03-066.000	MASTROIANNI PETER M & BERNADETTE J	615 CAMP AVE	GULFPORT	MS	39501
Y	24156	07110-03-063.000	ACL PROPERTIES NO 3 LLC	2910 WEST HAWTHORNE RD	TAMPA	FL	33611
Y	26895	07110-03-080.000	ERICKSON JOHN A & CHERRILL L	811 ALSTON AVE	GULFPORT	MS	39501
Y	98406	07110-03-077.001	MCKAY PATRICIA & OTTS CHAD	651 ALSTON AVE	GULFPORT	MS	39501
Y	26955	07110-03-093.000	MYERS EDWARD S & CYNTHIA L	11568 REED ROAD	WHITEHOUSE	OH	43571
Y	26956	07110-03-092.000	GAUT JAMES W & SUZANNE M	720 WOODWARD AVENUE	GULFPORT	MS	39501
Y	24154	07110-03-064.000	SMALLWOOD JOHN M & JOY R	1600 HASKELL AVE UNIT 2	DALLAS	TX	75204
Y	90959	07110-03-090.000	MORAIS ANTONIO A & ROCIO T	4416 FORD ST	GULFPORT	MS	39501
Y	26902	07110-03-088.000	HOLDEN TERI L	812 WOODWARD AVE	GULFPORT	MS	39501
Y	26957	07110-03-091.000	CONRY KAREN M	736 WOODWARD AVE	GULFPORT	MS	39501
Y	24153	07110-03-065.000	BAILEY SUSAN S	617 CAMP AVE	GULFPORT	MS	39501
Y	24157	07110-03-062.000	RETTIG ALEXANDER	823 CEDAR CT	NEW RICHMOND	WI	54017
Y	26897	07110-03-078.000	COUCH HARRISON W & JODY L	12336 CAMBRIDGE COURT	GULFPORT	MS	39503
Y	24150	07110-03-068.000	PEREZ RICHARD R & EILEEN M	605 CAMP AVE	GULFPORT	MS	39501
Y	26901	07110-03-089.000	DURCE LAUREN RK & JASON	808 WOODWARD AVE	GULFPORT	MS	39501
Y	26896	07110-03-079.000	QUICK PATRICIA A ETAL	4414 FORD ST	GULFPORT	MS	39507
Y	26940	07110-03-076.000	JOHNSON JEANNE R	P O BOX 1051	CLEVELAND	TN	37364
N	144937	07110-03-076.001	JOHNSON JEANNE	PO BOX 1051	CLEVELAND	TN	37361



Legend

-  Site
-  Adjacent Properties
-  Street
-  Alley
-  Buildings



1 inch = 150 feet



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MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 27, 2021

Re: Planning Commission Approval 2105PC084:

Planning Commission Approval 2105PC084, by owners Victoria & Willie Smith, tax parcel 0808F-01-001.093, Request home occupation for consulting services, 15196 Barbara Dr, Zoned R-1-10 (Single-family), Ward 7

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2105PC084

Hearing Date: May 27, 2021

Current Zoning/Use: R-1-10 / Single-family home

Legal: Planning Commission Approval 2105PC084, by owners Victoria & Willie Smith, tax parcel 0808F-01-001.093, Request home occupation for consulting services, 15196 Barbara Dr, Zoned R-1-10 (Single-family), Ward 7

TECHNICAL DETAILS

The applicant requests approval for a home occupation business where they will conduct administrative duties at the home and then visit clients at their homes to provide assistance with chores, errands, and other similar services for "single parent outreach." They state that no clients will come to their home, and that the utilities and services will not be increased. Engineering and Public Works said they would need to know the number and frequency of client visits to the home, but the applicant has stated in their summary that they will not have customers come to the home. Furthermore, Building Code Services has stated that if any customers are to visit the home, they require a sprinkler system and a fire wall separating the office area from the home.

EXECUTIVE SUMMARY

The application meets the requirements for a home occupation business that requires Planning Commission approval.

Any approval should consider these conditions:

1. No customers within home. If serving customers in home, a 13D sprinkler would be required along with a 1-hour fire separation between home and office area.

DEPARTMENTAL CONDITIONS

Engineering: Disapprove: Need number and frequency of visits. Memo dated 14 May 2021.

Public Works: Disapprove: Provide number + frequency of visits by clients/customers. Memo dated 14 May 2021.

Traffic and Safety: No conditions. Memo dated 14 May 2021.

Building Code Services: Conditions: No customers within home. If serving customers in home a 13D sprinkler would be required along with 1 hour fire separation of home to office area. Memo dated 12 May 2021.

Technical Report
PLANNING COMMISSION APPROVAL

GIS: No conditions. Memo dated 11 May 2021.

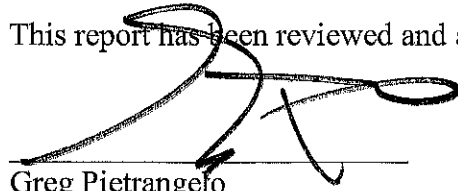
Police Department: No comment as of 14 May 2021.

Fire Department: No conditions. Memo dated 11 May 2021.

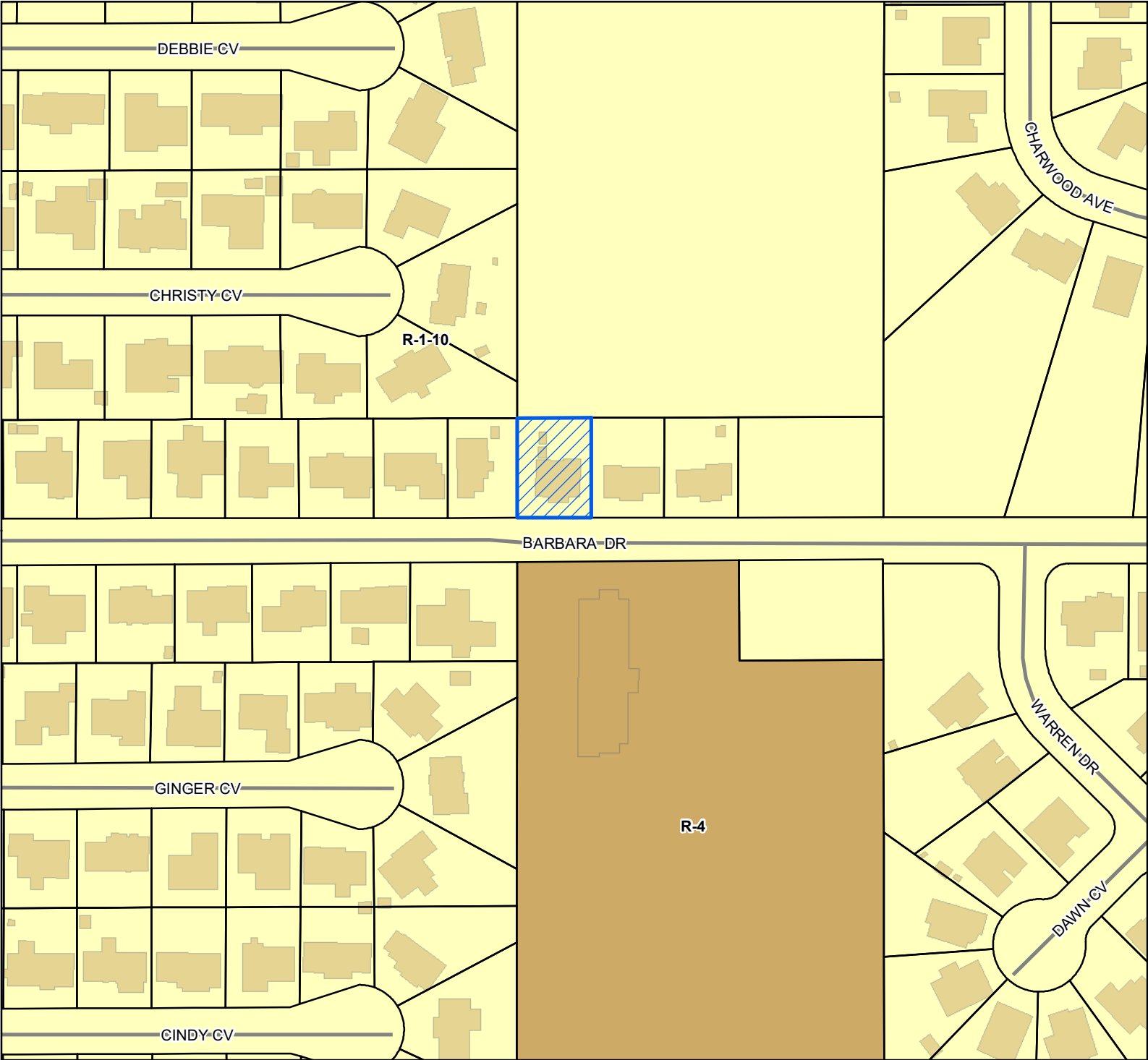
City Arborist: No conditions. Memo dated 10 May 2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

A handwritten signature in black ink, appearing to read 'Greg Pietrangelo', is written over a horizontal line.

Greg Pietrangelo
Director of Urban Development Department



Site

Street

Parcels

Buildings

Zoning

R-1-10 - Single Family Residence (Low Density)

R-4 - General Residence (High Density)

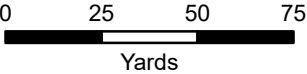
Site Information

0808F-01-001.093

Zoning: R-1-10 (Single-family)

Size: 8,625 square feet

Flood: X



1 inch = 150 feet



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CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

For Staff Use Only

Case Number: 2105PC 084Date Received: 4/6/21

Receipt Number: _____

Received By: CLZoning: R-1-10Ward: 7 Flood: XSize: 8,680 ft²

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL #

0	8	0	8	F

 -

0	1

 -

0	0	1

 •

0	9	3

(If necessary, use separate sheet of paper)

Address of Property Involved: 15196 Barbara Drive

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: 15196 Barbara Drive, Gulfport, MS 39503

GENERAL DESCRIPTION OF REQUEST:

TO provide Administrative Services to assist Single-parents
with food, clothes etc.

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

AGENT

Printed Name of Owner

Victoria Smith

Mailing Address

15196 Barbara Drive

City State Zip code

Gulfport, MS 39503

Home Phone

Work/Cell Phone

(228) 669-1285

Email

V.R.Smith777@gmail.com

Signature of Owner

Printed Name of Agent

Mailing Address

City State Zip code

Home Phone

Work/Cell Phone

Email

Signature of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.



SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) Victorie Smith

ADDRESS (STREET, CITY, STATE, ZIP CODE) 15796 Barbours Drive

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: Victorie Smith

NAME OF OWNER (PRINT) Willie Smith

ADDRESS (STREET, CITY, STATE, ZIP CODE) 15796 Barbours Drive

PHONE # (H) (228) 669-1535 (W) _____

TAX PARCEL NUMBER(S) OWNED _____

* SIGNATURE: Willie Smith

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU _____

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name:

Victoria Smith

Address:

15196 Barkane Drive, Guffey MO 65033

Phone: (Home)

(228) 669-8285

(Work/Cell)

If rented, then the name of owner or manager is required, along with a letter of approval from same: _____

Name of business or service to be used as home occupation:

Single parent outreach service

Nature of business:

Assisting single parents. providing administrative services, scheduling appointments

Please fill in all the appropriate blanks:

Hours of operation: 8:00 a.m. until 5:00 p.m.

9:00^{am} - 11:00 am Tues & Thursdays

Earlier than 8:00 a.m. _____

Give hours: _____

Later than 5:00 p.m.: _____

Give hours: _____

Method of conducting business:

Telephone: ☒

Mail order: _____

Personal computer: ☒Appointment: ☒

Traffic generation:

Is there any delivery of goods or products to the residence? NOIf so, specify the number and frequency of deliveries: 0

Describe size of vehicle making deliveries: _____

Is service by appointment only or are there drop-by visits by customers or clientele? _____

Yes, by appointment only over the phone to pick up items

Specify number and frequency of visits by clients and customers: _____

Is everything made, manufactured, or provided on site? NO

Is special equipment required in production? NO

If so, described it, giving size of motor, etc. NO

Are sales made from the premises? NO

If sales are made from other places, indicate on what basis:

Local stores on consignment: NO

Arts and crafts or flea markets: NO

Trade shows: NO

Other: NO

Is there a Protective Covenant that exists that prohibits a home occupation at the proposed located?

Yes _____ No ✓

I certify the above to be true and accurate as it pertains to this application. I recognize that failure to comply with the assurances made in this application may result in the denial or removal of the permit after due notice and public hearing thereon.

Printed Name: _____

Victoria Smith

Signature: _____

Victoria Smith

Date: _____

4/5/21

15196 Barbara Dr

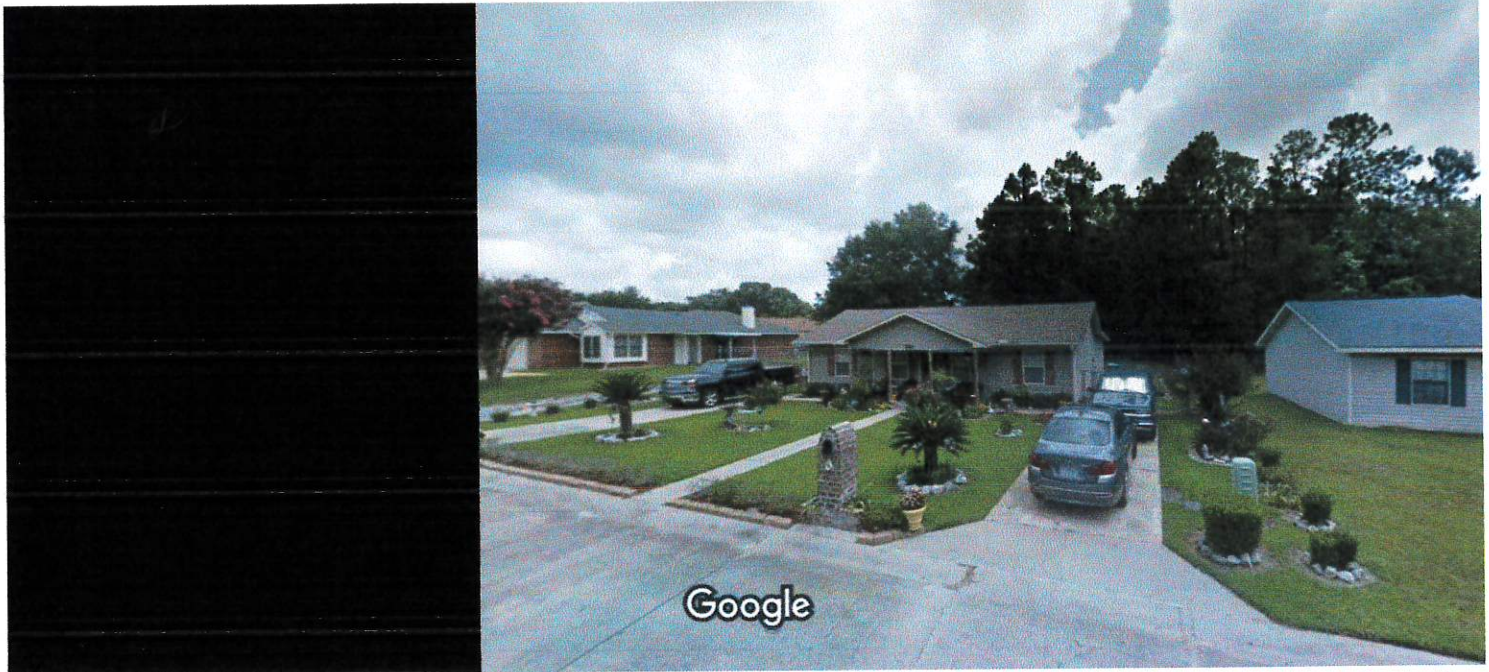
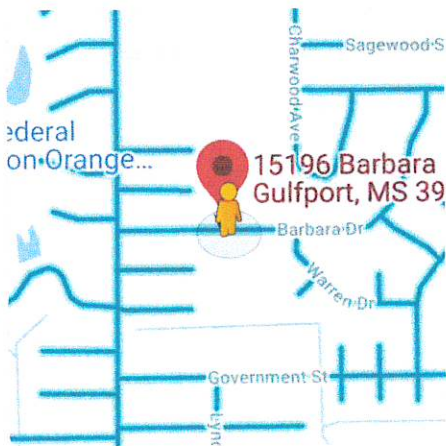


Image capture: Jun 2019 © 2021 Google

Gulfport, Mississippi



Street View





DELBERT HOSEMANN
Secretary of State

STATE OF MISSISSIPPI

CERTIFICATE OF EXEMPTION

I, C. Delbert Hosemann, Secretary of State of Mississippi, in accordance with the provisions of the laws of the State of Mississippi, do hereby certify that

SINGLE PARENT OUTREACH SERVICES OF AMERICA INC.

File Number 100031568

has filed a Notice of Exemption from registration as a charitable organization under the Mississippi Regulation of Charitable Solicitations Act.

THE SECRETARY OF STATE DOES NOT APPROVE OR ENDORSE THIS
ORGANIZATION OR ANY OTHER CHARITABLE ORGANIZATION.

Given under my hand and seal of office
this th day of

C. Delbert Hosemann, Jr.
C. DELBERT HOSEMANN, JR.
Secretary of State

F0088

2019030985

Fee: \$ 25



DELBERT HOSEMANNN
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136

Business ID: 645216
Filed: 02/06/2019 03:34 PM
C. Delbert Hosemann, Jr.
Secretary of State

TELEPHONE: (601) 359-1633

Non-Profit Status Report

Business Information

Business ID: 645216

Business Name: SINGLE-PARENT OUTREACH
SERVICES OF AMERICA

State of Incorporation: MS

Business Email:
singleparentoutreachservices@gmail.com

Phone: (***)***_****

FEIN: **_*****

Principal Address:

15196 Barbara Drive
gulfport, MS 39503

Non-Profit Activities:

This organization assist single parent families with food, clothing, jobs, resources, and financial assistance to promote overall well-being of the parents and their children.

Yes: No:

Does this Non-Profit have members? ☒ ☐

Is this Non-Profit Corporation approved by the IRS under section 501(c)(3)? ☐ ☒

Does this Non-Profit Corporation solicit donations? ☒ ☐

Registered Agent

Name: Victoria Smith

Address: 15196 Barbara Drive,
gulfport, MS 39503



Area Map

Printed 4/6/2021

0808F-05-022.000

0808F-05-021.000

0808F-01-002.000

21

40

75

80

80

15206 BARBARA DR

0808F-05-023.000

108.46

0808F-01-001.093

15196 BARBARA DR

108.5

0808F-01-001.001

15188 BARBARA DR

108.5

75

80

80

BARBARA DR

115

0808F-05-037.000

46

240

0808F-01-001.000



1 inch = 30 feet

- Addresspoints **Harrison_HughRes_2020.sid**
- ~ Minor/Residential **RGB**
- WaterFeatures Red: Band_1
- Parcels Green: Band_2
- Blue: Band_3

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Emma E. Strong

From: Victoriyah Smith <v.r.smith777@gmail.com>
Sent: Tuesday, April 20, 2021 10:31 AM
To: Emma E. Strong
Subject: Re: Planning Commission Approval for Home Occupation application

Caution! This message was sent from outside of the City of Gulfport email system. Be careful where you click.

Thanks for reaching out about the additional needed information.

In regards to transportation and access, all appointments will be done by telephone and do not require that any person (s) come to 15196 Barbara Drive, Gulfport, MS 39503. The water supply and waste disposal will remain intact, nothing will change in these areas due to the city of Gulfport and waste management having the oversight for providing these services. I have lived at this address for 21 years. Fire and police protection is provided in my area through the city of Gulfport and will be utilized if needed. Also, my neighborhood has neighborhood watch in effect. In addition, the proposal will not cause any undue traffic congestion, or create a hazard, because no clients will be coming to the property, I am providing virtual and online administrative services. I feel that the proposal is in harmony with orderly and appropriate development due to the mission of the proposal to assist single parents with resources that may be needed.

If you need further information, please let me know.

Thanks again and have a blessed day.

On Tue, Apr 20, 2021 at 10:01 AM Emma E. Strong <estrong@gulfport-ms.gov> wrote:

Hello,

I am reviewing your application for your home occupation business, and a required response is missing. You can see the full application here <http://www.gulfport-ms.gov/forms/planning&zoning/PZPlanningCommissionApprovalForHomeOccupationsApp.pdf>

We need a response to item F, which is copied below for your convenience.

Your supplemental application must address the following issues in a written statement:

Explain how the site plan is appropriate with regard to:

- Transportation and access

- Water supply
- Waste disposal
- Fire and Police protection
- Other public facilities
- Why the proposal will not cause undue traffic congestion or create a traffic hazard.
- Why the proposal is in harmony with the orderly and appropriate development of the district in which the use is located.

You can send an email response to this, and I can print it out and add it to your application, or you can come in to the office and provide a hard copy to be added to the application. Please get this item to us as soon as possible.

Thank you,

Emma Strong (she/her)

Planner II, E911 Address Coordinator

Department of Urban Development

City of Gulfport, Mississippi

228-868-5710, Ext. 6586

SCANNED



Julien K. Byrne III
1st Judicial District
Instrument 2013 5293 D - J1
Filed/Recorded 8/2/2013 08:51 A
Total Fees \$ 12.00
2 Pages Recorded

PREPARED BY:
Julien K. Byrne III
Attorney at Law
311 East Second St.
Pass Christian, MS 39571
(228) 452-9408
Mississippi Bar Number: 7654

RETURN TO:
Julien K. Byrne III
Attorney at Law
311 East Second St.
Pass Christian, MS 39571
(228) 452-9408

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

REVIEWED

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, WE, **WILLIE D. SMITH, JR. and wife, VICTORIA SMITH, 15196 Barbara Dr., Gulfport, MS 39503, 228-669-1555,** do hereby sell, convey and warrant unto **WILLIE D. SMITH, JR. and wife, VICTORIA SMITH, 15196 Barbara Dr., Gulfport, MS 39503, 228-669-1555,** as joint tenants with full rights of survivorship and not as tenants in common, the following described real property situated in Harrison County, Mississippi, described as:

Commence at the NE corner of Lot 33, NORTHWOOD HILLS CENTRAL SUBDIVISION, Harrison County, Mississippi, Plat Book 29, page 17A for the POINT OF BEGINNING, and thence run East 80.0 feet; thence run South 108.49 feet to a point; thence run West 80.0 feet to a point; thence run North 108.49 feet back to the POINT OF BEGINNING. This property is designed Parcel #1 with a parcel number of 0808F-01-001.001. And located in Section 4, Township 7 South, Range 11 West, Harrison County, Mississippi

INDEX AS FOLLOWS: Pl. of NW1/4 of SE1/4, Sec.4,T7S, R11W

The above described property is conveyed subject to restrictions, reservations and easements of record.

It is agreed and understood that the taxes for the current year have and all subsequent years taxes are

specifically assumed by the Grantee herein.

WITNESS our signatures this 1 day of August, 2013.

Willie D. Smith Jr
WILLIE D. SMITH, JR.

Victoria Smith
VICTORIA SMITH

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **WILLIE D. SMITH, JR. and wife, VICTORIA SMITH**, who acknowledged that they executed the above and foregoing instrument of writing on the day and year therein written.

Given under my hand and official seal of office this 1 day of August, 2013.

Frances J. McArthur
NOTARY PUBLIC

My commission expires June 3, 2015

AFFIX SEAL



TITLE NOT EXAMINED

RE: Planning Commission Approval 2105PC084, by owners Victoria & Willie Smith, tax parcel 0808F-01-001.093, Request home occupation for consulting services, 15196 Barbara Dr, Zoned R-1-10 (Single-family), Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 27, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

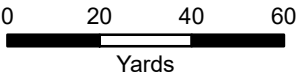
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, May 27, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	117492	0808F-01-001.093	SMITH WILLIE D JR & VICTORIA (Owner)	15196 BARBARA DR	GULFPORT	MS	39503
Adjacent Property Owners							
Y	52215	0808F-05-036.000	BEATTY ROBERT PAUL & DEBORAH K	15217 BARBARA DR	GULFPORT	MS	39503
Y	52200	0808F-05-021.000	CAPUANO PAUL K	15211 CHRISTY COVE	GULFPORT	MS	39503
Y	85274	0808F-01-001.000	CARLOW MANOR INC	120 REYNOIR ST	BILOXI	MS	39533-1189
Y	107754	0808F-01-001.004	CATHOLIC DIOCESE OF BILOXI	1790 POPPS FERRY ROAD	BILOXI	MS	39532
	85275	0808F-01-002.000	CATHOLIC DIOCESE OF BILOXI	1790 POPPS FERRY ROAD	BILOXI	MS	39532
Y	52214	0808F-05-037.000	CORONA HAROLD L & WF	15209 BARBARA DR	GULFPORT	MS	39503
Y	52212	0808F-05-024.000	HARRISON PATTY F	15212 BARBARA DR	GULFPORT	MS	39503
Y	104066	0808F-01-001.001	HOLMES MARY ELAINE	15188 BARBARA DR	GULFPORT	MS	39503
Y	52211	0808F-05-025.000	JOHNSON DARIEN L SR	15220 BARBARA DRIVE	GULFPORT	MS	39503
Y	52199	0808F-05-022.000	LUCANGELI ANTONIO	15208 CHRISTY CV	GULFPORT	MS	39503
Y	52213	0808F-05-023.000	PETERSEN JOLINE	15206 BARBARA DR	GULFPORT	MS	39503
Y	52228	0808F-05-052.000	SHUMAN HOMER E	15208 GINGER CV	GULFPORT	MS	39503
Y	107753	0808F-01-001.003	STATE OF MISS 6/8/2020	P O BOX 136	JACKSON	MS	39205
Y	117491	0808F-01-001.092	SU DON	15180 BARBARA DR	GULFPORT	MS	39503
Y	52227	0808F-05-038.000	TREVINO ANDRES L	H-4A NORWOOD VILLAGE APTS	GULFPORT	MS	39503



Legend

-  Site
-  Adjacent Properties
-  Street
-  Buildings



1 inch = 125 feet



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MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 27, 2021

Re: General Plan 2105PC085:

General Plan 2105PC085, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000 and 0908E-01-001.001, Approval of General Plan for a 24-lot, 4-outparcel Subdivision (Florence Gardens Phase IX), Alphabet Rd, Zoned R-1-15 (Single-family) and R-1-10 (Single-family), Ward 6

Technical Report
General Plan
(Florence Gardens Phase IX)

GENERAL INFORMATION

Case File Number: 2105PC085

Hearing Date: May 27, 2021

Current Zoning/Use: R-1-5 / Vacant Property

Legal: General Plan 2105PC085, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000 and 0908E-01-001.001, Approval of General Plan for a 24-lot, 4-outparcel Subdivision (Florence Gardens Phase IX), Alphabet Rd, Zoned R-1-15 (Single-family) and R-1-10 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 24-lot 4-outparcel 15.94-acre residential subdivision, named Florence Gardens Phase IX, which is extracted from approximately 166 acres. This new subdivision is a continuation of Florence Gardens residential development.

Regulations state that the minimum property size for new single family home in this zoning district is 10,000 square feet with a front yard setback of 25 feet and a side and rear yard setback of 8 feet. In review of the General Plan, the applicant meets or exceeds the city's requirements for this zoning district. Street access created for this a straight-of-way that is connected to an existing roadways and provides an ingress and egress off of O'Neal Road.

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant states that the covenants for the existing Florence Gardens subdivision will apply for this request.

Any approval should consider these conditions:

1. Provide construction plans at time of permitting.
2. Provide all state and federal permits
3. Construction and development shall comply with all City Codes and Ordinances.

DEPARTMENTAL CONDITIONS

Engineering: Conditions: will need construction plans at time of permitting. Provide all state and federal permits. Memo dated 5/14/2021.

Public Works: Conditions: need construction plans at time of permitting. Memo dated 5/14/2021.

Traffic and Safety: No conditions. Memo dated 5/14/2021.

Technical Report
General Plan
(Florence Gardens Phase IX)

Building Code Services: Conditions: construction and development shall comply with all City Codes and Ordinances. Memo dated 5/10/2021.

GIS: No conditions. Memo dated 5/13/2021.

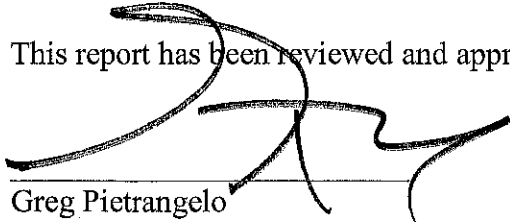
Police Department: No comments as of 5/10/2021.

Fire Department: No conditions. Memo dated 5/11/2021.

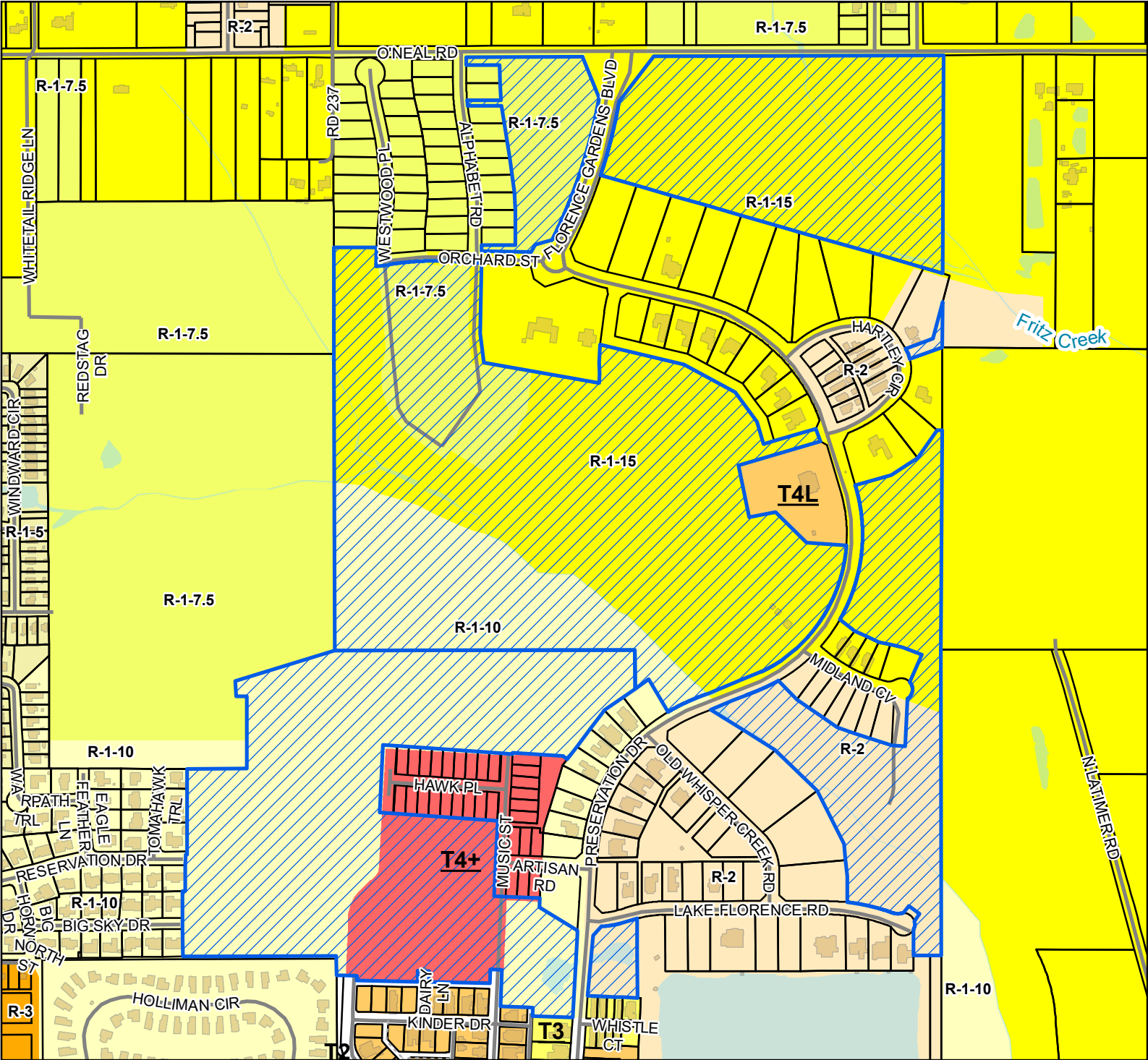
City Arborist: No conditions. Memo dated 5/10/2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Legend

- Site
- Street
- Alley
- Parcels
- Buildings
- Water Features

Smart Code

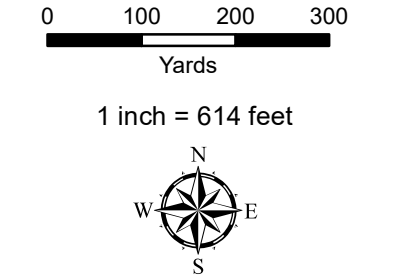
- T4+
- T4L
- T3
- T2

Zoning

- R-1-10 - Single Family Residence (Low Density)
- R-1-15 - Single Family Residence District (Low Density)
- R-1-5 - Single Family Residence District (Medium Density)
- R-1-7.5 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)
- R-3 - General Residence (High Density)

Site Information

0908C-01-001.000
0908E-01-001.001
Zoning: R-1-15 (Single-family)
R-1-10 (Single-family)
Size: 166 acres
Flood: X, AE, A



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CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

For Staff Use Only

Case File #: 2105 PC 085Date Received: 4/6/21

Receipt #: _____

Received By: LLZoning: R-1-10

Ward: _____ Flood: _____

Size: _____

APPLICATION FOR GENERAL SUBDIVISION PLAN

Property Information

TAX PARCEL #	0	9	0	8	C	-	0	1	-	0	0	1	●	0	0	0
	0	9	0	8	E	-	0	1	-	0	0	1	●	0	0	1
						-			-				●			

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: South of Orchard Street; North of Hawk Place; Near western property boundary

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into twenty-four (24) lots for the purpose of sale from home development

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

Florence Gardens, LLC

Printed Name Of Owner
12321 Preservation Drive

Mailing Address

Gulfport MS 39503

City State Zip code
(228) 539-5039 (Office)

Home Phone Work/Cell Phone

Email

Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

Printed Name Of Agent
131 Rue Magnolia

Mailing Address

Biloxi MS 35930

City State Zip code
(228) 436-7612

Home Phone Work/Cell Phone

nick@bmaengineers.com

Email

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.



SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

STATE OF MISSISSIPPI

COUNTY OF HARRISON

I, Nick Gant, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with Tax Parcel # 0908E-01-001.001 or 0908C-01-001.000.

Nick Gant

BROWN, MITCHELL & ALEXANDER

DATE: 04/06/2021

PROJECT ENGINEER

TITLE

SWORN TO AND SUBSCRIBED TO ME before this 6th day of April, 2021.

Gadyanne Galle

NOTARY PUBLIC



April 5, 2021

City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Covenants
Florence Gardens (Tax Parcel: 0908C-01-001.000 and 0908E-01-001.001)
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located West of Florence Gardens Boulevard; South of Orchard Street, Gulfport, Mississippi (also being tax parcel: 0908C-01-001.000 and 0908E-01.001.001).

With this letter, Brown, Mitchell, & Alexander, declares that the covenants for the existing Florence Gardens subdivision will apply for this request.

Sincerely,



Brown, Mitchell, & Alexander, Inc.
131 Rue Magnolia
Biloxi, MS 39530
(228) 436-7612


NOTARY PUBLIC

April 5, 2021

City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Authority to Act as Agent
Florence Gardens (Tax Parcel: 0908E-01-001.001 and 0908C-01-001.000)
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Orchard Street; North of Hawk Place, Gulfport, Mississippi (also being tax parcel: 0908E-01-001.001 and 090C-01-001.000).

With this letter, Florence Gardens, LLC, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining General Subdivision Plan approval with the City of Gulfport.

Sincerely,



Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738


NOTARY PUBLIC



LIMITED LIABILITY COMPANY AUTHORIZING RESOLUTION

I, Martin C. Goldin, certify that I am the manager of the below named limited liability company organized under the laws of Mississippi, Federal Employer I.D. No. 41-2163665, engaged in business under the trade name of FLORENCE GARDENS LLC, and that the following is a correct copy of the resolution adopted at a duly and properly called meeting held on June 20, 2018 of all managers/members of the limited liability company as provided in the operating agreement:

1. The persons named below, so long as they act in a representative capacity as agents of this limited liability company, are authorized to sign any and all documents necessary to effectuate the sale and purchase of property located in Harrison County, Mississippi, including but not limited to agreements, closing statements, contracts for the sale of real estate, and warranty deeds.
2. The persons named below, so long as they act in a representative capacity as agents of this limited liability company, are authorized to sign any and all documents necessary to effectuate borrowing money for real estate ventures for property located in Harrison County, Mississippi, including but not limited to notes, deeds of trust, joint venture agreements, and Letters of Credit.
3. This resolution shall continue to have effect until express written notice of its rescission or modification.

AGENTS:

Martin C. Goldin	12321 Preservation Drive	Gulfport, MS 39503
Alan H. Goldin	12321 Preservation Drive	Gulfport, MS 39503
Ryan M. Goldin	12321 Preservation Drive	Gulfport, MS 39503
Ana L. Johnson	12321 Preservation Drive	Gulfport, MS 39503

IN WITNESS WHEREOF, I have hereunto subscribed my named and affixed the seal of this Limited Liability Company on June 20, 2018.


Martin C. Goldin, Member/Manager

ATTEST:


Alan H. Goldin, Member

Prepared By and Return to:
William C. Smith III
Roger W. Williams
WATKINS & EAGER PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Master Deed Restrictions

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," establishes these Master Deed Restrictions ("Master Deed Restrictions") on the 31st day of March, year of 2006. These Master Deed Restrictions are filed in lieu and in place of the Declaration of Covenants, Conditions and Restrictions for Florence Gardens, which were filed in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi on July 19, 2005 as Instrument Number 2005 17258 D. The aforesaid Declaration of Covenants, Conditions and Restrictions for Florence Gardens is hereby cancelled and terminated and of no further force of effect. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots or Parcels in Florence

Gardens and have joined in the execution of these Master Deed Restrictions to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to these Master Deed Restrictions.

STATEMENT OF PURPOSE:

- A. The Founder is developing upon real property in Harrison County, Mississippi, a new neighborhood development to be known as Florence Gardens. If all phases are completed, Florence Gardens would eventually comprise approximately 355 acres (the "Master Plan Area"), including the property described on Exhibit A.
- B. This development is intended to establish pedestrian-friendly neighborhoods through the design of a range of lot sizes, narrower streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix, in part, commercial and residential uses in a way which provides the essentials of life and enlivens the community.
- C. Detailed guidelines, to be known as the Florence Gardens Design Standards, or simply the Design Standards, regulate setbacks, porches, outbuildings, building materials, construction and design and other matters essential for the creation of outdoor and civic spaces and an attractive neighborhood. Each Parcel owner, by constructing a building in accordance with the Florence Gardens Design Standards, helps form the outdoor spaces of this community, which will enhance the value of all property within Florence Gardens.
- D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty Lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.
- E. To ensure the proper application of the Florence Gardens Design Standards and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.
- F. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period and until all of the Master Plan Area has been sold by Founder, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control will be continued throughout the lifetime of the community. The Development Period shall commence with the filing of the Master Deed

Restrictions and continues so long as Founder owns any property, Lot or Parcel in the Master Plan Area.

IMPOSITION OF DEED RESTRICTIONS:

The Founder hereby subjects to these deed restrictions all property within the Master Plan Area described on Exhibit A (and, in accordance with Section 1.2, any additional property which is subject to these Master Deed Restrictions), including each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") and limited common areas ("Limited Commons") created or to be created. These Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed. All property within the Master Plan Area shall be sold, held and conveyed subject to the terms, conditions, rights, reservations and obligations set forth herein which shall run with the land and be binding on all parties owning any part, Parcel or Lot in Florence Gardens.

ARTICLE I:

Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. To aid in understanding the relationships between terms, terms are grouped functionally. Additional terms which apply only to one article or section will be defined as they appear.

1.2. Documents.

(a) Master Plan. The Master Plan is the plan or layout for the development of the Master Plan Area. The Master Plan is subject to change.

(b) Master Deed Restrictions. These Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Design Standards during the development stage and to impose other restrictions designed to further the development of Florence Gardens. The reference to a deed herein shall refer to a deed as the context may require.

(c) Declaration. Each "Declaration" shall be a Declaration of Charter, Easements, Covenants and Restrictions, which provides for the ongoing operation and

maintenance of a portion of Florence Gardens. The Neighborhood (as defined in 1.4 Land Definitions, below) will have its own separate Declaration, which will be recorded after these Master Deed Restrictions. Other portions of Florence Gardens, including mixed use and commercial development may have a separate Declaration as well. The "Declaration" does not refer to the Declaration of Covenants, Conditions and Restrictions for Florence Gardens recorded on July 19, 2005, which has been terminated and is of no further force or effect.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument which may be recorded by the Founder, the Association or, with the approval of the Founder or the Association, the owner of the property, all in accordance with the applicable Declaration provision to make additional property subject to any such Declaration.

(e) Design Standards. The "Design Standards" or "Florence Gardens Design Standards," as further described below in Section 3.1, regulate land use, architecture and environment within Florence Gardens.

1.3 Parties.

(a) Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns. The Founder may also be an Owner for so long as the Founder is record owner of any Parcel. Founder may also refer to Founder's successors and assigns if Founder so designates.

(b) Association. As further described in Section 1.6, the Neighborhood Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to the Declaration. The Town Center Declaration may also establish an Association or other management entity. Each Association may accept title to and own land within the Master Plan Area designated as Commons and be responsible for maintaining it and enforcing the Declaration. It is contemplated that there may be other Associations including, but not limited to condominium Associations. The term "Association" herein may refer to both the singular and the plural, as the case may be.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel or Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.4 Land Definitions.

(a) Florence Gardens. "Florence Gardens" is all of the property made subject to the Master Deed Restrictions. Florence Gardens initially comprises the Master Plan Area; however, additional land may be added at any time in accordance with the terms of the Master Deed Restrictions.

(b) Master Plan Area. The "Master Plan Area" comprises approximately 355 acres, including the property described as Exhibit A to these Master Deed Restrictions, intended for development as a single, unified traditional neighborhood development.

(c) Neighborhood. The "Neighborhood" shall be the primarily residential District of Florence Gardens, which shall be subject to the Neighborhood Declaration sometimes referred to as the Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood.

(d) District. A "District" is a general type of land use within the Master Plan Area such as Neighborhood (residential) and Town Center (mixed used and commercial). Other Districts may include apartments, condominiums or other land uses. Each District may be subject to a separate Declaration at the sole option of the Founder.

(e) Town Center. The "Town Center" or other name that is adopted by the Founder is intended to be the mixed-use and commercial District of Florence Gardens and, if developed, may be subject to a separate Declaration at the sole option of the Founder.

(f) Commons. "Commons" or "Common Areas" comprises real property or property interests within the Neighborhood, Town Center or other Districts designated as Commons, Common Areas or identified as common area on any plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. Commons also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons.

(g) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Commons which comprises real property within a District designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of Lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by the Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

(h) Zone. "Zones" are smaller contiguous areas within Florence Gardens of distinct character, building type or within a specific location. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone. Zones will be established or created at the sole discretion of the Founder.

(i) Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominiums, apartments, commercial or other mixed use designations whose owners may form their own association.

j) Parcel. A "Parcel" is the smallest portion of land which may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable Lots on the recorded subdivision plat which encompasses the Parcel. Once improved, the Parcel includes any buildings or other permanent improvements. Each condominium unit shall be considered a Parcel; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Parcel.

The Founder may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel. The Founder may designate Parcels for residential, commercial, mixed use, condominium or other such land use.

(k) Property. "Property" as used sometimes herein shall be the land subject to these Master Deed Restrictions as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

(l) Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multi-family residential or community or recreation facilities. Other uses are permissible in the discretion of the Founder.

(m) Residential Unit. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an

apartment or condominium unit, and a residential dwelling within a mixed-use building. Residential Units may be established at the discretion of the Founder.

(n) Condominium. "Condominium" means that form of ownership of property under which units of improvements are subject to ownership by different owners and there is appurtenant to each unit as part thereof an undivided share in the common areas. The Founder for itself and its successors and assigns may establish Parcels or Lots as condominiums in any Zone or District.

(o) Fines. "Fines" or fines constitute a lien and are enforceable in the same manner as assessments.

1.5 Design Review Definitions.

(a) Design Review Committee. The "Design Review Committee" is the panel established by these Master Deed Restrictions to administer the Design Standards.

(b) Design Standards. The "Design Standards" establishes the plan for the development of Florence Gardens through its regulation of land use, architecture and environment, as further described in Section 3.1. The Design Standards do not need to be recorded to be effective but shall be available from the Design Review Committee. The Design Standards may be changed from time to time by the Founder or the Design Review Committee.

(c) Development Period. The Development Period begins immediately upon recording of this instrument and continues until

(i) six months after the Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business; or

(ii) the Founder terminates its rights concerning the Development Period by written, recorded notice.

During the Development Period, the Founder shall select the members of the Design Review Committee, and shall have the right to amend, alter and change the Master Deed Restrictions or any other document, Declaration, rule, or guideline at any time without the consent of any person, party or entity.

1.6 Association Definitions.

(a) Association. Any District Declaration shall each establish an entity to maintain the portion of the Commons contained within the area made subject to the

respective Declaration, and to enforce the Declaration. To accomplish this each District Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to that Declaration. The Town Center Declaration or other commercially oriented Districts may establish either an Association or a management entity. When used in this instrument, the term "Association" may include such an entity, unless the context requires otherwise. The name of the Association is as provided in the applicable Declaration.

(b) Member. Each Owner is a "Member" of the Association, as provided in the Declaration.

(c) Board. "Board" is the Board of Directors of the Association.

(d) Articles. "Articles" are the Articles of Incorporation of the Association.

(e) Bylaws. "Bylaws" are the Bylaws of the Association.

(f) Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in the applicable Declaration.

(g) Assessments. "Assessments" is the collective term for the following Association charges:

(i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.

(ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, or for Zone charges.

(iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

(iv) Other Assessments. Other Assessments may be charged as provided in these Master Deed Restrictions or in the applicable Declaration.

ARTICLE II: | Development Plan

2.1 Mixed Use.

(a) Separate Declarations. The Founder intends to develop residential, condominium, rental apartment, mixed-use and commercial Districts within the Master Plan Area, all of which are intended to be an integral part of the community. These Districts will each be submitted and subject to separate Declarations to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, to establish budgets, and to establish for each an Association or other management entity.

(b) Cooperation. Operation of Florence Gardens will require cooperation between the District Associations or other management entities including any merchants' associations, if any. It is anticipated that the entities will meet on a regular basis to discuss activities and common concerns.

2.2 Property Subject to Master Deed Restrictions.

(a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "Florence Gardens," and shall consist initially of the Master Plan Area.

(b) Additional Property. The Founder may, from time to time in its sole discretion, add any qualified property to Florence Gardens ("Additional Property") by the recording of a supplemental instrument submitting the qualified property to these Master Deed Restrictions. Any of the following properties, if owned by the Founder, or a related or affiliated entity (or with the consent of the owner and the Founder), shall be considered "Qualified Properties":

(i) property, any portion of which is within one mile of any portion of Florence Gardens, whether or not contiguous (including property separated from Florence Gardens by a public street, body of water or other property); or

(ii) any other property with a reasonable relationship to Florence Gardens as determined by Founder.

(c) Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Founder and the owners of all property within the property to be withdrawn, along with any necessary governmental approvals.

2.3 Submission of Property to Declaration. The Founder intends that any property within Florence Gardens which is conveyed or leased to a party other than the Founder be made subject to a Declaration. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founder shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the purchase and sale

agreement or other instrument, or, if no such agreement exists, consistent with other similar property within Florence Gardens.

2.4 Master Plan. The Master Plan and conceptual drawings represent the current intent of the Founder for the development of Florence Gardens. However, the Master Plan and conceptual drawings are subject to change and may be modified based on market conditions, governmental or engineering requirements, changing land use conditions and other modifications which may be made as development progresses all at the sole discretion of Founder.

ARTICLE III: | Design Standards

3.1 Establishment of Design Standards. The Founder has established the Design Standards, which comprises the following, all as may be amended from time to time:

(a) The Architectural Regulations, which guide the design of buildings and other “vertical” improvements and describe the materials of which these improvements may be constructed; and

(b) Landscape Regulations, which regulate erosion control, stormwater detention, irrigation, landscape lighting, preservation of existing trees, the planting of new trees and plants, walkways, pathways, gardens and any other such “horizontal” improvements.

(c) Design Review Procedures which describe the review process for compliance with all of the above.

In addition, the Founder shall promulgate a Master Plan and the Founder and/or the Design Review Committee shall promulgate such other rules and regulations regarding setbacks, Lot coverage and other matters.

All construction within the Master Plan Area shall comply with the Design Standards in effect at the time of the submittal, unless a variance is granted as provided herein.

3.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, recreational use or retail, office, mixed use, restaurants, schools, private clubs, hotels, bed and breakfasts or other commercial use, shall be determined based on the Design Standards and the terms of the applicable Declaration. At the Founder’s discretion, the Founder shall record the determination of permitted uses at the time of the Parcel’s addition to Florence Gardens, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make

such a determination of record, the Design Standards, or the approval of the building or modification under Article IV, may describe permitted uses. Uses may be revised by modification of the Design Standards in accordance with Section 3.4; however, no such modification shall require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 [Intentionally Deleted]

3.4 Modification of the Design Standards. With the consent of the Founder, the Design Review Committee may revise any part of the Design Standards from time to time for any of the following reasons:

- (a) To make changes which the Design Review Committee believes will better accomplish the objectives of Florence Gardens;
- (b) To include new materials or techniques deemed to be suitable to Florence Gardens;
- (c) To adjust for market conditions; or
- (d) To recognize changing land use conditions over time, both from within and outside Florence Gardens.

3.5 Applicable Governmental Codes. It is the intent of the Founder that the Design Standards be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder and the Design Review Committee shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Standards.

ARTICLE IV: | Review Procedure

4.1 Design Review Committee. The Design Review Committee shall have a minimum of three members as follows:

(a) Founder's Appointees. The Founder shall appoint all of the members during the Development Period, as defined in Section 1.5. Founder's appointees shall serve at the pleasure of the Founder.

(b) Association's Appointees. At the sole discretion of the Founder during the Development Period, The Neighborhood, Town Center and any other District Associations may be permitted to appoint one or more members who are not affiliated with the Founder to the Design Review Committee. Such appointees, if permitted by Founder, shall vote on matters based upon the authority granted them by the Founder.

After the Development Period, assuming that a Town Center Association and other District Associations are formed, the Neighborhood Association shall appoint members to the Design Review Committee who are not Owners within the Town Center or any other Districts. The Neighborhood will retain the voting power of sixty percent (60%) of the total members of the Design Review Committee. The Town Center Association shall appoint members with the voting power of twenty percent (20%) of the total members' voting power. The other District Associations shall collectively by any method they agree appoint members with the voting power of twenty percent (20%) of the total members' voting power, each voting their respective percentages either as a block or by individual Association as they determine in their sole discretion. In the event that there is only other District Associations or the Town Center Association in effect at end of the Development Period, but not both, then the Neighborhood will retain the voting power of eighty percent (80%) until such time as there are either a Town Center or other District Associations established at which time the Neighborhood Association's voting power will be reduced to sixty percent (60%).

Any of the Town Center and District Associations may establish a Design Review subcommittee of the Design Review Committee that has powers established in this Article IV. Membership of the respective Design Review subcommittees must include the voting members of the Design Review Committee who are members of a District Association.

4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Design Review Committee must review and approve construction plans, the contractor and/or builder, and specifications for all improvements on any Parcel within the Master Plan Area. No construction on any Parcel shall begin and no improvements on any Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved. Also, if following approval there is a change in designers, architects or builders, or the Parcel is sold to another party, then the new parties are subject to the same obligations as set forth herein and the new designer, architect or builder must be acceptable to the Design Review Committee.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Design Review Committee.

(c) Scope. The Design Standards shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size, shape and architectural style of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, walls, outbuildings, drainage, paving and landscaping and all finish materials. The Design Standards may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

- (i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
- (ii) driveways, walks, patios and other ground surface materials;
- (iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
- (iv) fountains, swimming pools, whirlpools or other pools;
- (v) privacy walls or other fences and gates;
- (vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
- (vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
- (viii) signage of any type; and
- (ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops and backboards, and backboards, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design. Anything to the forgoing notwithstanding, the Founder and the Design Review Committee each has the authority to require and enforce certain energy efficient standards and security and communication standards and modify those standards from time to time in its sole discretion.

(e) Trees. The Design Review Committee may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Committee shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed. Setback lines, easements and right of ways

may be altered by the Founder or the Design Review Committee to accomplish the foregoing.

(f) Drainage. The Property has been designed as a low impact development which provides, among other things, for bio-retention cells and swales to facilitate surface water management. All plans shall comply with applicable drainage, water conservation, erosion control and storm water detention requirements. No alteration of existing grade or any planting, fences or other improvements which alter the flow of water shall be permitted without the express consent of the Design Review Committee. Notwithstanding the above, or anything contained herein, the Design Review Committee, the Founder, and the Associations shall not be liable for any adverse physical conditions, drainage, soil or other issues relating to a Lot or Parcel and construction or development thereon, nor are the Design Review Committee, the Founder and the Association liable to repair any such conditions.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

(h) Sidewalks. The Master Plan provides for a "Walkway System" within the Property. Portions of the Walkway System will be located in the rights of way adjacent to the front and side property line of Parcels or within the boundaries of the Parcels. The Founder will design the Walkway System which might include a hard walking surface, landscaping, irrigation, lighting and benches, among other improvements. The Founder will provide to the Owner of each Parcel a specific design for the segment of the Walkway System that will be located on or adjacent to any portion of his/her Parcel. Each Owner will be responsible for the cost of the construction and installation of the Walkway System adjoining his/her Parcel and will be required to construct the improvements upon demand by Founder and/or the Design Review Committee according to the approved plans and specifications designed by Founder.

4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Committee. Plans and specifications for review shall be submitted in the form required by the Design Review Committee.

(b) Uniform Procedures. The Design Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Committee may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Standards and overall quality of design. If the Design Review Committee rejects an application due to overall design quality, despite compliance with the Design Standards, the Design Review Committee shall make suggestions for improving the design.

(d) Variances. The Design Review Committee may grant variances from the Design Standards based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Committee shall make best efforts to notify the applicant of its decision within the time allowances set out in its Design Standards and/or other rules and regulations promulgated by the Review Board. However, a delay in reviewing an application shall not be deemed approval for construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Design Review Committee shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All Fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. All Fines constitute a lien and are enforceable in the same manner as an assessment. Upon correction of all deficiencies, the Design Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. The Design Review Committee is not responsible under any circumstances for any non-compliance by Owner with respect to governmental requirements.

4.4 Approval of Architects, Builders.

(a) Generally. The creation of the Florence Gardens streetscape depends on the quality of design and construction and adherence to the Design Standards. While architects, designers and builders may be selected by the Owner, at the sole option of the Founder, which privilege may be withdrawn or modified on all or portions of the Property at any time, no architect, designer or builder may be used without the express written consent of the Founder or the Design Review Committee. Approval of architects, designers and builders is necessary to insure quality construction and a reasonable spirit of cooperation. The Founder or the Design Review Committee will publish applications, rules and procedures governing the approval of architects, designers and builders from time to time.

(b) Architects. Architects must be approved by the Founder or the Design Review Committee before submitting plans on behalf of his Owner/client. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Standards, all as determined in the Founder's and Design Review Committee's sole discretion.

(c) Builders. Builders must be approved by the Founder or by the Design Review Committee before building in Florence Gardens. Approval may be withheld for any reason or no reason in their sole unfettered discretion. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations and build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in Fines, forfeiture of the deposit and revocation of the right to build in Florence Gardens.

4.5 Enforcement.

(a) Fines. The Design Review Committee may require the builder or Owner to post a deposit from which the Design Review Committee may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Committee, the Founder or the Association may require the Owner to resolve the dispute

through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, costs and expenses even if the relief requested is not granted.

(c) Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Committee, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Founder or the Association shall have the right to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Founder or the Association, as applicable. The Parcel shall be subject to a lien for the cost if not paid. The Founder or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Standards may be granted in particular circumstances; however, such variances shall not create a precedent for other applications. The Founder or its assignee shall have the unfettered right to interpret the Design Standards.

4.6 Liability. The Design Review Committee may act in its sole discretion in approving or disapproving all plans and specifications submitted to it. Neither the Design Review Committee, nor any individual member thereof, shall be liable to any person for any official act of the Design Review Committee in connection with submitted plans and specifications, except to the extent the Design Review Committee or any individual member thereof acted with malice or wrongful intent.

Approval by the Design Review Committee does not necessarily assure approval by the appropriate governmental authority. Notwithstanding that the Design Review Committee has approved the plans and specifications, neither the Design Review Committee nor any of its members, nor the Founder, shall be responsible or liable to any Owner, builder, contractor or any other party with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve.

Neither the Association, the Design Review Committee or any agent thereof, the Founder or any of its partners, employees, agents or consultants shall be responsible in any way for defects in any plans or specifications submitted, including drainage, revised or approved in accordance with the provisions of the Design Standards, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Design Review Committee shall be defended and indemnified by the Association in any such suit or proceeding.

No approval of plans and specification and no information in the Florence Gardens Design Standards shall be construed as representing or implying that such plans, specification or standards will, if followed, result in a properly designed Residential Unit or other structure. Such approvals and standard shall in no event be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner.

4.7 Town Center. If a Town Center is developed, the Founder, during the Development Period, or the Town Center Association, after the Development Period, may at any time establish a separate Town Center Design Review Subcommittee, which shall operate in the same manner, and have the same powers, as the Design Review Committee established by these Master Deed Restrictions but which shall have jurisdiction over only that property within the Town Center. During the operation of such Town Center Design Review Subcommittee, the original Design Review Committee shall continue to be the Design Review Committee for Florence Gardens and shall continue to review and approve any construction or modification within the Neighborhood, while any construction or modification within the Town Center must be reviewed and approved by the Town Center Design Review Committee but shall not be required to be reviewed or approved by the Design Review Committee except that the Design Review Committee shall have final authority over all matters that relate to enforcement of the intent of Founder's Statement of Purpose for Florence Gardens, and to the extent that any matters addressed by the Town Center Design Review Subcommittee shall conflict with the Founder's Statement of Purpose, in the sole opinion of the Design Review Committee, the Design Review Committee shall have final authority over those matters. If the Founder or Town Center Association fail to establish such a Town Center Design Review Subcommittee, or if such board ever ceases operation, then all construction or modification within the Town Center shall be subject to review by the original Design Review Committee.

4.7a. Other Districts. Any Districts established by the Founder shall, for design review purposes, be entitled to the same method of autonomy for design review authority as the Town Center and may establish a Design Review Subcommittee. In such cases the

District Design Review Subcommittee and the Design Review Committee shall have the same scope of authority and rights as provided in 4.7, above.

4.8 Financial Support. The Associations shall pay the professionals and staff reasonable compensation for serving on the Design Review Committee, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Associations shall set the Design Review Committee's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Committee to which any excess fees shall be contributed. The Design Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

4.9 Environmental Protection. To secure the natural beauty of the Property, the Design Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be hazards or threats to the environment including but not limited to such items as the application of certain fertilizers, pesticides or other chemicals. Failure of any Owner or tenant of Owner to comply with the requirements of such rules and regulations shall constitute a breach of this instrument. The Design Review Committee may further prohibit or restrict the introduction, planting or cultivation or vegetative species that the Design Review Committee in its sole discretion considers invasive or otherwise undesirable.

Areas determined to be jurisdictional wetlands by the US Army Corps of Engineers will be designated on the recorded plat for each Lot containing wetlands. Areas designated as wetlands within a Parcel may not be drained, filled, dredged, altered or otherwise impacted in any way without the express consent through the issuance of the appropriate permit(s) by the US Army Corp of Engineers and/or the Mississippi Departments of Marine Resources and/or any other state or federal regulatory agency that may have jurisdiction over wetlands. Normal mowing in wetland areas is, however, permitted.

The Association and the Founder, during the Development Period, hereby reserves unto itself a perpetual and releasable right and license on, over and under all Property including Parcels for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Founder shall be paid by the respective Owner(s) of the Parcel(s) upon which the violation occurs.

4.10 Applicability to the Founder. Notwithstanding anything contained herein to the contrary, the Founder is not obligated by and subject to the provisions of this Article IV.

ARTICLE V: | Covenant to Complete
Building on Parcel

5.1 Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for community development and to discourage speculation which results in empty Lots or Parcels, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Design Review Committee within a limited period of time (the "Construction Period"), as described in Section 5.2, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the appropriate governing authority.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Founder, who may assign these rights at any time to the Design Review Committee or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Founder or any entity related to or affiliated with the Founder. At the end of the Development Period as defined in Section 1.5, all of the Founder's rights under this Article V shall be automatically assigned to the applicable Association or management entity.

5.2 Construction Time Limit. Unless otherwise specified in the deed or other recorded instrument from the Founder, Owner shall:

(a) Submit initial plans and begin the design review process within twenty-one (21) months from the closing date of the purchase of the Parcel;

(b) Begin construction of a primary building on the Parcel, in accordance with approved plans and specifications, within twenty-four (24) months from the closing date (the "Construction Start Date");

(c) Diligently pursue construction once construction has begun; and

(d) Substantially complete the building, including landscaping, within twelve (12) months from the Construction Start Date for Residential Parcels, and within eighteen months for Special Use Parcels and other Parcels (the "Required Completion Date").

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (a), (b) and (d), shall be extended for casualty, extreme material shortages, extreme weather conditions other significant matters beyond the builder's control or by the approval of the Founder or Design Review Committee.

5.3 Enforcement. If Owner fails to comply with the requirements of Section 5.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Founder shall have the following options:

(a) As to 5.2 (a) and (b): the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel.

(b) As to 5.2 (c) and (c): Unless Owner has obtained a Certificate of Completion and Release as provided in Section 4.3, and except as provided in Section 5.4, Founder may exercise its rights against Owner as provided below at any time before the Required Completion Date or within two (2) years after the Required Completion Date (i) if the improvements are complete but do not conform to the plans approved by the Design Review Committee, or (ii) if the improvements made do conform with the approved plans but remain incomplete. Founder may preserve its enforcement rights by recording, within two (2) years after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Founder may assign any or all of its rights under this Section 5.3, and may exercise any of its rights through an assignee or other designee.

Founder may repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel, plus the Fair Market Value, as defined below, of any improvements made in accordance with plans approved by the Design Review Committee. Any mortgage or lien on the Parcel, all closing costs for the repurchase and a resale fee equal to 10% of the Fair Market Value of any improvements made on the Parcel in accordance with plans approved by the Design Review Committee shall be deducted from the amount required to be paid to Owner by Founder.

Fair Market Value shall be defined as the value established by an independent appraiser, selected in the manner provided below (the "Independent Appraiser"), who is experience in appraising residential properties of the character and qualify of the properties developed in Florence Gardens. The method of selection the Independent Appraiser shall be as follows: Owner shall be given an opportunity to select an appraiser qualified with the experience as provided above, or in the absence of the Owner or unwillingness of the Owner to make such selection in a timely manner, an alternate shall be selected by

Founder, who is not related to Founder in any way, to make the appraiser selection on behalf of Owner; Founder will select a qualified appraiser; and the two appraisers will then, by agreement, select a third appraiser who will become the Independent Appraiser.

(c) If an improvement is commenced and construction is then abandoned for more than thirty (30) days or construction is not completed by the Required Completion Date, after the proper notice is given, the Association may impose a Fine of not less than \$500 per day on the Owner of the Parcel until construction is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment or delayed construction is for circumstances beyond the Owner's control. Such charges shall be a Special Assessment and a lien against the Parcel as provided.

The remedies provided in this section are at the Founder's option and may be exercised together or separately as Founder deems appropriate, and are not intended in any way to limit the remedies under Section 4.5 (b).

5.4 Subordination to Mortgage.

(a) Effect. Founder and any designee or assignee of Founder's rights under Section 5.3 agrees to subordinate its right of repurchase to the first mortgage or deed of trust liens of an institutional lender (specifically including FNMA, FHLMA, any bank, savings and loan association, credit union or other such institution) under the terms of this section, which shall be effective whether or not noted in the deed. A lender in granting a mortgage or other lien subject to this right of repurchase agrees to these terms. Except as described in this section, the right of repurchase by Founder or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while lender's mortgage or other lien encumbers the Parcel, Founder shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Founder or its applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien.

(c) Mortgage Foreclosure. If lender seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Founder has not provided a release and satisfaction of its rights as provided in Section 5.1, Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Section 5.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Parcel and may be enforced against Lender or any subsequent Owner.

(d) Extension. If lender has acquired title through a foreclosure or a deed in lieu, then lender may give notice to Founder that it wishes to extend the Required Completion Date. Founder shall be given thirty (30) days after such notice from lender in which to exercise a repurchase right by payment to lender of the amount obtained or bid by the lender in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Section 5.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period provided in Section 5.2 as follows:

- (i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.
- (ii) If construction of the primary building has begun, lender shall have a new Construction Start Date of four (4) months from the date of the foreclosure or deed in lieu, to allow lender to contract with a builder and to complete the design review process for any modifications to the approved plans and specifications. Lender or lender's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 5.2 (d), beginning from the new Construction Start Date.

Subject to the extended dates, Founder's rights of enforcement under Section 5.3 shall continue as a restriction on the Parcel.

5.5 Resale Restriction. If Owner desires to sell its Parcel before construction is complete and before Owner has obtained the Certificate of Completion and Release, Owner is required to notify Founder or the Association of its intention to sale and when a agreement to purchase has been concluded, Owner is required to provide Founder or the Association with the name and address of the Owner's purchaser. In such an event, the new Owner shall be subject to all of the terms, conditions and restrictions as set forth herein, except that the Plan Submittal Date, Construction Start Date and Completion Date will be subject to amendment by the Founder or the Design Review Committee, in their sole discretion, upon the submission and approval of a revised application by the new Owner in accordance with the provisions of Article IV, above.

If an Owner fails to give the required notice prior to the sale of a Parcel upon which construction of improvements has not been completed and a Certificate of Completion

and Release has not been granted, then the Founder shall have available all remedies at law and in equity, against both the original Owner and the subsequent Owner. In addition, in such an event the Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the date of the original closing of the sale from the Founder to the original Owner and all of Founder's rights, including those provided in 5.3, above, shall be preserved and binding on the new Owner.

ARTICLE VI: | Founder's Additional
Reserved Rights

6.1 Easements in Favor of the Founder. The easements reserved in this Section 6.1 are subject and subordinate to those reserved in Section 6.2. The easements provided by this section are intended to permit the Founder to continue and complete construction of the Master Plan Area, whether or not that property is ultimately submitted to a Declaration. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, Florence Gardens and the Master Plan Area (including property separated from Florence Gardens by a public road, private road, water or other natural or manmade barrier), whether or not such properties are developed as part of Florence Gardens:

(a) Private Roads and Paths. A nonexclusive easement for use of any roads or streets which are not accepted for dedication to the public and which are intended for automobile traffic (other than alleys or other similar access roads which are intended for use only by residents on that road), along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths. If such roads become a primary means of access to a community which is not made part of Florence Gardens, and Florence Gardens does not similarly use the roads of such community, such community shall contribute its pro rata share of the cost of Florence Gardens road maintenance.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Florence Gardens and the Master Plan Area for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. These

easements may also be used for telecommunications, telephone, cable or internet services, including but not limited to the construction of facilities, as may be owned, approved or developed by Founder or its assigns and designees.

(c) Police Powers. A blanket easement throughout Florence Gardens for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within Florence Gardens to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The entity which exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Founder and shall not be construed to obligate Founder to take any affirmative action to correct conditions.

(e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of Florence Gardens or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance and improvement of the Commons at the Founder's discretion and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Continued Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Master Plan Area.

(h) Founder's Rights and Reservations. No provisions in the Articles, the Bylaws, these Master Deed Restrictions or any Declaration shall limit, and no Owner or the Association shall interfere with, the right of Founder to subdivide or re-subdivide any portions of the Master Plan Area, or any part, Parcel or Lot of Florence Gardens to complete or alter improvements or refurbishments to and on the Commons and common facilities or any portion of the Master Plan Area owned by Founder, or alter the construction plans and designs, or construct such additional improvements or add future phases as Founder deems advisable during development period of the Master Plan Area.

Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, temporary construction trailers and sales offices as may be reasonably necessary for the conduct of Founder's business or completion of the work and disposition of the Parcels by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Parcel hereby acknowledges that the activities of Founder may temporarily or permanently constitute an inconvenience or nuisance to the Owners and each Owner hereby consents to such inconvenience or nuisance. These Master Deed Restrictions shall not limit the right of the Founder at any time prior to acquisition of title to a Parcel by a purchaser from Founder to establish on that Parcel, and Commons, additional licenses, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Master Plan Area. The Founder need not seek or obtain Association or Board approval of any improvement constructed or placed by Founder on any portion of the Master Plan Area. The rights of the Founder under these Master Deed Restrictions may be assigned by Founder to any successor and any interest or portion of Founder's interest in a portion of the Master Plan Area by a recorded, written assignment. Notwithstanding any other provision of this these Master Deed Restrictions, the prior written approval of Founder will be required before any amendment to this Section 6.1(h) shall be effective while Founder owns a Lot or any part of a Parcel of Florence Gardens. Founder shall be entitled to the nonexclusive use of the Commons without further cost, for access, egress, ingress, use or enjoyment, in order to show the Master Plan Area to its prospective purchasers and carry out the Master Plan Area as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Parcel, an irrevocable, special power of attorney to Founder to execute and record all documents and maps necessary to allow Founder to exercise its rights under this Section 6.1(h). This Section 6.1(h) shall be applicable for so long as the Founder owns any portion of the Master Plan Area.

(i) Reservation of Easement Rights by the Founder. The Founder, for itself and its assigns, hereby reserves a nonexclusive easement and right of way in, through, over, and across any area shown as an easement on a plat and in, through, over, and across any Commons for the purposes of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, telecommunication facilities, gas lines, storm drains, television cables, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to Florence Gardens and to other real property in the vicinity of the Master Plan Area. The Founder hereby reserves for itself and its assigns a nonexclusive easement and right of way over any and all streets and roads of the Master Plan Area for purposes of vehicular and pedestrian ingress and egress to any other lands or property

owned by the Founder, its members and assigns, or any related or affiliated entities of the Founder or its members. Any and all instruments of conveyance made by the Founder to the Association with respect to any Commons shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Founder, the Association shall from time to time execute, acknowledge, and deliver to the Founder or its assigns such further assurances of this reservation as may be necessary.

(j) Conveyance of Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights of way over any Commons for the installation, operation and maintenance of sanitary sewers, water pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances for any and all purposes benefiting Florence Gardens and other real property in the vicinity thereof as may be considered necessary or appropriate by the Founder or Board of Directors for the orderly maintenance, preservation and enjoyment of any Commons and for the preservation of the health, safety, convenience, and welfare of the Owners of the Parcels, or the Founder.

6.2 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain and have access to a sales office, a management office and an unlimited number of models within Florence Gardens. These facilities may be located on any Parcel or any Commons in Florence Gardens and may be relocated from time to time at the Founder's discretion. The Founder shall have the right to use any Parcel, the clubhouse and other Commons for sales, management and other purposes as it deems necessary in its sole discretion. The sales office, management office and models may be owned by different entities, including builders and other entities unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for Florence Gardens. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising Florence Gardens.

6.3 Commercial Use of Images. The Founder reserves the following rights:

(a) Commons. The exclusive right to grant permission, charge for or collect fees for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods); and

(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Florence Gardens which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting its independent permission for any part of Florence Gardens owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of Florence Gardens in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of Florence Gardens or Mississippi, the development of tourism or commerce or any other similar purpose.

6.4 Name.

(a) Change. The Founder shall have the right to change the name, Florence Gardens, for all or any part of the property subject to these Master Deed Restrictions. Founder may, but is not required to, amend these Master Deed Restrictions to reflect the name change.

(b) Trademark. The Founder reserves the right to trademark the name "Florence Gardens" its logo or other name, logo or slogan of the community as a trade name owned by the Founder. An Owner of a business in the Town Center or other commercial District may use the trademarked name to describe the location of the business, and may advertise its business as being located "in Florence Gardens" or other trademarked name. If requested by the Founder, Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name. Owner may not use the trademarked name in any other manner without the express permission of the Founder, which may be arbitrarily denied.

ARTICLE VII: | General Provisions

7.1 Assignment. Founder may assign all or any portion of its rights at any time for all or part of the Master Plan Area to a related entity, to a successor Founder, or to the Association.

7.2 Additional Property. Unless a notice is recorded specifically to the contrary, the submission of additional property to a Declaration for Florence Gardens shall automatically extend the provisions of these Master Deed Restrictions to the additional property as well. Founder may, but is not required to, record a notice in the public records extending these Master Deed Restrictions to the additional property or may modify these Master Deed Restrictions as to the additional property.

7.3 Amendment.

(a) By Members. Except as otherwise specified, these Master Deed Restrictions or other Declarations or covenants or restrictions contemplated herein may be amended only with the written consent of the owners of either two-thirds of the Parcels or two-thirds of the land by acreage within the Master Plan Area whichever approval can be more readily obtained. During the Development Period, the written consent of the Founder shall be required as well for any amendment. For the purposes of this definition, the term "Parcel" may include lots which are not yet platted or improved but which are indicated on the Master Plan for future development.

(b) By the Founder. Notwithstanding anything contained herein to the contrary and to the extent permitted by law, and without limiting the generality of the foregoing, the Founder specifically reserves the absolute and unconditional right to amend these Master Deed Restrictions without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Master Deed Restrictions' provisions or correct errors.

(c) Limitations. Whenever any action described in these Master Deed Restrictions requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific consent of the Founder. After assignment of Founder's rights under Articles III and IV to the Association, those provisions shall be amended as provided in the Declaration.

(d) Recording. Any amendment shall take effect upon recording in the public records.

(e) Liens. All fines, liens and assessments as contemplated herein, or in any

other Declaration or by any Association, shall be a lien on the Parcel or Lot to which it applies and is collectible by such action at law or in equity, including foreclosure, as shall afford the aggrieved party a property remedy.

(f) Resort Designation. Founder hereby reserves the right to request that all or part of Florence Gardens be designated a resort or resort destination as defined under the laws of the State of Mississippi. No Owner of any Lot or Parcel of Florence Gardens shall have the right to object to any such request by Founder.

(g) Duration; Termination. The covenants and restrictions contained in these Master Deed Restrictions shall run with and bind Florence Gardens and the Master Plan Area and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Master Deed Restrictions as of a specified date.

7.4 Enforcement. In addition to the various enforcement rights specified in this instrument, Founder may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under these Master Deed Restrictions or to seek damages.

7.5 Green Space Areas. It is the intention of the Founder that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence on the Property be maintained and enhanced by designation of certain areas of the Common Area as Green Space, Green Belts or Conservation Areas (collectively as used herein, "Green Space") as designated on the plats of the Property filed by the Founder for record with the Chancery Clerk of Harrison County.

No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Founder and the Association expressly reserve the right to erect wildlife feeding stations, to plant small patches of cover and food crops for wildlife, to make access trails or paths or boardwalks through Green Space and Common Area for the purpose of permitted observation and study of wildlife, hiking and non-motorized bike riding, to erect small signs throughout the Green Space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the Community Use and enjoyment of the Green Spaces. The Founder and the Association, shall have the right, but shall not be obligated, to protect from erosion all Green Space by planting trees, plants, shrubs and

other ground cover where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Founder and/or the Association, respectively. The right is likewise reserved to the Founder and/or the Association to take steps necessary to provide and insure adequate drainage ways in the Green Space and Common Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by the assessment of the Association in accordance with the provisions of this Declaration.

The use of the Common Areas, Common Facilities and Green Spaces by the Owners, their invited guests and invites shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Founder and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

7.6 Venue. All disputes, legal proceedings or arbitration shall be filed in Harrison County, Mississippi.

(Signature Page Follows)

In witness whereof, the Founder has executed these Master Deed Restrictions as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute these Master Deed Restrictions as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to these Master Deed Restrictions.

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Florence Gardens Phase 1-A is recorded in Book 46 at Page 17, Harrison County, Mississippi.

Florence Gardens Phase 1-B is recorded in Book 47 at Page 8, Harrison County, Mississippi.

Prepared By and Return to:
William C. Smith III
Roger W. Williams
Watkins & Eager PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Declaration of Charter, Easements, Covenants and Restrictions For The Residential Neighborhood of Florence Gardens

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," makes this Declaration on the 31st day of March, year of 2006.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a neighborhood development to be known as Florence Gardens. It is contemplated that Florence Gardens will be comprised of two principal Districts: the Neighborhood, which is the primarily residential District; and Town Center or something similar, which brings together a mixture of commercial and residential uses. There may be other or additional

Districts of the community. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix commercial, civic and residential uses in a way that enlivens the Neighborhood.

B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while Town Center, if developed, shall be subject to a separate Declaration. The residential units within Town Center are to be made members of the Neighborhood association on a limited basis so that the residents can enjoy the recreational facilities and activities of the Neighborhood.

C. The Neighborhood will have an owners' association to own and maintain certain Commons and Limited Commons.

Florence Gardens is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Florence Gardens.

D. The Founder records this Declaration for the Neighborhood, and establishes an owners' association to enhance Neighborhood life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the Neighborhood, and to allow for self-governing of the Neighborhood by its Owners.

DECLARATION:

The Founder, who except as set forth hereinbelow, is the owner of all of the property described on Exhibit "A" (the "Neighborhood"), hereby submits and subjects the Neighborhood to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the Property comprising the Neighborhood shall be held, sold, conveyed and subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots in Florence Gardens and have joined in the execution of this Declaration to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to this Declaration.

ARTICLE I: Definitions

1.1 Articles. "Articles" are the Articles of Incorporation of the Association.

1.2 Assessments. "Assessments" is the collective term for the following Association charges:

- a) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.
- b) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Limited Common or Zone charges, if any.
- c) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements, emergency expenses or other matters, in accordance with the provisions of Section 10.4.
- d) Other Assessments. Any other assessment which may be charged in accordance with this Declaration.

1.3 Association. "Association" is the Florence Gardens Residential Neighborhood Owners Association, Inc., a Mississippi nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Neighborhood and enforcing the Declaration.

1.4 Board. "Board" is the Board of Directors of the Association. The Board shall be appointed by the Founder during the Development Period.

1.5 Building. "Building" is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Florence Gardens Design Standards, a Building may be attached to another Building and share party walls. The Florence Gardens Design Standards may permit the construction of two or more Buildings or two or more Residential Units on a Lot. Interpretation of the Florence Gardens Design Standards is in the unfettered discretion of the Founder or its assignee.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association.

1.7 Commons. "Commons" or "Common Area" comprises real property within the Neighborhood as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons may include areas dedicated to the public to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.7(a) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Common Area which comprises real property within the Neighborhood, if any, designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by this Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

1.8 Neighborhood Roads. "Neighborhood Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. Most of the Neighborhood Roads are intended to be dedicated to the public. Any Neighborhood Roads not dedicated to the public shall be part of the Commons or Limited Commons. The Plat or Plats should be reviewed for more detailed information about roads and streets.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Florence Gardens.

1.10 Design Standards. The "Design Standards" or "Florence Gardens Design Standards" establish the plan for the development of Florence Gardens through its regulation of land use, architecture and environment. The Florence Gardens Design Standards are originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Florence Gardens Design Standards do not need to be recorded to be effective but shall be available from the Florence Gardens Design Review Committee. The Design Standards may be amended from time to time by Founder or the Florence Gardens Design Review Committee.

1.11 Design Review Committee. The "Design Review Committee" is the panel established to administer the Florence Gardens Design Standards, as established by the Master Deed Restrictions and described in Article IV.

1.12 Development Period. Development Period, as defined in this Declaration and the Master Deed Restrictions and other Declarations contemplated herein, shall mean the period of time commencing with the execution hereof and continuing for six (6) months after Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business. The Development Period may sometimes be referred to as the Construction Period.

1.13 Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns.

1.14 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately

identifiable parcels on the recorded subdivision plat(s) of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominium, apartments, commercial or other mixed use designations whose owners may form their own association.

1.15 Master Deed Restrictions. The Founder, as the grantor of deeds within Florence Gardens, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Florence Gardens Design Standards during the development stage and to impose other restrictions designed to further the development of the Neighborhood.

1.16 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to reasonable change based on market conditions, governmental requirements and other modifications that may be made as development progresses.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 355 acres intended for development as a single, unified neighborhood development to be known as Florence Gardens.

1.18 Member. Each Owner is a "Member" of the Association, as provided in Articles VI and VII of this Declaration.

1.19 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. The "Neighborhood" is the real property described on *Exhibit A*. The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.21 Neighborhood Meeting. The "Neighborhood Meeting" is the public meeting of Members for discussion and voting, as described in Article VII.

1.22 Owner. "Owner" is the record owner, whether one or more persons or entities, of the title to any Parcel within the Neighborhood. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.23 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units.

1.23 (a) Plat. The official map or plat of Florence Gardens or any part thereof.

1.23 (b) Property. Property as used herein shall be the land subject to these covenants as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

1.24 [Intentionally Deleted]

1.25 Residential Unit. A "Residential Unit" is an individual Residential Unit and shall include a townhouse or other attached Residential Unit (such as each half of a duplex unit), an apartment or condominium unit, a Residential Unit within a mixed-use building, or an assisted living facility unit (but not a nursing home). Residential Units may be established at the discretion of the Founder.

1.26 Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or Neighborhood or recreation facilities or such other use as the Founder establishes from time to time.

1.27 Supplemental Declaration. "Supplemental Declaration" is any declaration that may be recorded by the Founder or the Association in accordance with Article II to add Additional Property to the Neighborhood.

1.28 Zone. "Zones" are smaller, contiguous areas within the Neighborhood of distinct building type, character or within a specific location. The Founder, in its sole discretion, may elect to develop or utilize Zones in the development of Florence Gardens and the Neighborhood. The Founder or its assigns shall form and establish zones as it deems necessary. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

ARTICLE II:

Property comprising the Neighborhood

2.1 Property. The real property that shall be held, transferred, conveyed, leased and occupied subject to this Declaration consists initially of that real described on *Exhibit A*.

2.2 Development Plan.

(a) Property. The property that comprises the Master Plan Area is intended for development as a single, unified neighborhood development and is intended to include

both residential and commercial properties. Portions of the Master Plan Area that are primarily commercial may be submitted to this Declaration in accordance with Section 2.3, or may be submitted to a separate declaration and maintained by a separate association. The number and type of associations shall be determined by the Founder or its assignees.

2.3 Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to add to the Neighborhood any part of the Master Plan Area as "Additional Property." This reserved development right may be exercised with respect to different portions of the Master Plan Area at different times. No assurances are made as to the boundaries of those portions or order in which the portions will be added. Exercising any development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

The Founder may also add to the Neighborhood contiguous property, or property any portion of which is within one mile of any portion of the Neighborhood (including any property separated from the Neighborhood by a public street, body of water or other property) or any other property with a reasonable relationship to the Neighborhood. The Founder may also add individual Residential Units (such as apartments or condominium units above stores or offices) that are within primarily commercial portions of the Master Plan Area, even if the land surrounding the units is not added.

(b) By Members. Additional property of any type may be added to the Neighborhood by a majority vote of the Board. The Founder must approve of the addition of any additional property so long as it owns any of the Master Plan Area or any of Florence Gardens.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. If individual Residential Units that are within primarily commercial portions of the Master Plan Area are added, the amount of assessments to be paid by such

units may be reduced, based upon a reasonable estimate of the units' usage of the Commons as determined by Founder or its successors and assigns.

2.4 [Intentionally Deleted]

2.5 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration during the Development Period, or at any later time by the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character. During the Development Period the Founder shall make all determinations concerning Zones.

ARTICLE III:

Easements

3.1 Easements in Favor of the Association. The Founder hereby reserves for the Association and its assigns the following easements, which shall benefit the Neighborhood, the Founder or its successors and assigns:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, electricity and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. During the Development Period this easement may be altered, terminated, amended or assigned as Founder deems appropriate.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons and Limited Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Florence Gardens is intended to maximize land usage and sense of Neighborhood by providing squares and parks while also offering smaller but private yards for individual use. As provided by the Florence Gardens Design Standards, certain buildings within the Neighborhood may be attached as townhouses, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association and/or Founder may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Florence Gardens Design Review Committee. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Party Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it serves to separate Parcels on their property line. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and

maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for all insurance requirements, painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Florence Gardens Design Standards.

(e) Yard Easements. To allow most efficient use of a Lot while complying with governmental setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such easements may be designated on the plat, the Florence Gardens Design Standards or on the deed from the Founder to the first Owner other than the Founder. Such use easements may be up to four feet wide and shall run along a boundary line, but shall not encroach upon more than one boundary line. In addition, the Owner of such a Lot subject to an easement shall be the beneficiary of a similar easement along another portion of the Lot, unless the Lot is a corner Lot or is larger than the surrounding Lots. Subject to regulation under the Florence Gardens Design Standards, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place air-conditioning equipment, fences, decks or patios and other fixtures (but not a primary structure) upon the easement area.

(f) Roof Overhang; Footings. For certain building types, such as sideyard or zero-lot-line houses, which are to be built along a property line, the Florence Gardens Design Standards may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Standards and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

(g) Townhouse or Row house Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and watertightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new building, but the maintenance of this connection shall be a shared expense between adjacent property owners.

ARTICLE IV:

Commons

4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons or Common Area, including in certain instances Limited Common Area. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons, including the Limited Commons, and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the commons as provided in paragraph 4.4 (C), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel. Only certain Owners shall have a right of easement and use as to the Limited Commons.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential

Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant.

4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) Open-Air Market and Festivals. The Founder reserves, for itself or its various assigns, the right to use portions of the Commons as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Founder also reserves, for itself or its various assigns, the right to use portions of the Commons for festivals or other events intended to enrich and enliven the Neighborhood. Founder further reserves a right of access through the Commons for all such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

(d) No Commercial Use. Except as specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold. Notwithstanding the foregoing, Founder, during the Development Period, shall have the right to change the use, designation and configuration of the Commons.

4.5 Neighborhood Road Regulation. To the extent permitted by Florence Gardens, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Design Review Committee, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Neighborhood Roads. To the extent permitted by Florence Gardens and applicable law the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages

any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. If the damage was intentional and not the result of a reasonable accident, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for intentional damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. Each Owner, by taking title to a Parcel, and the Association by its joinder in the Declaration and each person using any such facility agrees that neither Founder nor any entity designing, constructing, owning, operating or managing the Commons and Limited Commons shall be liable to the Owner or the Association or any invitee of the Owner or the Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Commons or the Limited Commons or to the usage thereof. This release of liability shall apply without limitation, to any such claim arising in whole or in part from the negligence of Founder or any other entity or person designing, constructing, managing, operating or owning the Commons and Limited Commons. Each Owner and the Association agree to indemnify and hold harmless Founder and any other entity designing, constructing, managing, operating or owning the Commons and Limited Commons against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Commons and Limited Commons as originally designed and constructed and as same may be altered in design, layout and construction from time to time.

ARTICLE V:

Neighborhood Planning and Administration of The Design Standards

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Florence Gardens Design Standards as the guide for all construction within the Master Plan Area and create the Florence Gardens Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Florence Gardens Design Review Committee.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Florence Gardens shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Florence Gardens Design Standards during the

Development Period. At the end of the Development Period, the Founder shall assign to the Association its rights to enforce the Florence Gardens Design Standards, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing members of the Florence Gardens Design Review Committee and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

ARTICLE VI:

Owners' Association

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Mississippi law, and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, and as further limited by exclusive reservations in favor of the Founder, provide the following services or engage in the following activities:

(a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal; laundry equipment or service;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Neighborhood Roads which are not dedicated roads or lighting of dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Neighborhood;

(d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way, sidewalks, drainage areas, traffic signage and other public or private properties located within reasonable

proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to the Neighborhood, or as otherwise agreed to by the Association; and

(f) any other service allowed by law to be provided by a homeowners' association organized under the appropriate governing law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not re-institute or terminate the service for five years unless also approved by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founder, or any affiliate of Founder or any entity in which Founder owns an interest, for the performance of all or any portion of the management of the Association and its maintenance, repair obligations and other services. The cost of the contracts shall be included within the General Assessment, Special Assessment, or Individual Parcel Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership. The Members of the Association shall be and consist of every Person who is or who becomes, an Owner of record of the title to a Parcel and is included in the definition of an Owner hereunder. When more than one Person owns or holds an interest or interests in a Parcel, then all such Persons shall be Members.

6.5 Action by Members. The Association shall have two classes of voting Members. Class A Members shall consist of all Members, except the Founder. The Class B Member(s) shall be the Founder. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of this Declaration requires a vote of a specified

percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

6.6 Members' Voting Rights . Except as otherwise specifically provided in the Articles or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to cast one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote cast for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot except for condominium unit(s) as provided in Section 6.11 hereof. The vote for each Lot may not be divided or fractioned.

(b) Until such time as the Founder executes, delivers and files of record a relinquishment of its voting rights as a Class B Member hereunder, the Class B Members shall be the Founder who shall be entitled to one vote for each Lot owned by Founder and in addition two votes for each one vote of a Class A Member.

6.7 Membership Appurtenant to Real Property . The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

6.8 Voting Conflict Between Members . If the title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

6.9 Termination and Reinstatement of Class B Members . If on any one or more occasions all Class B memberships should terminate or the Class B Member should relinquish its rights hereunder, and if after any such termination or relinquishment, the Founder, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Founder as a Class B Member shall be fully reinstated with a full vesting of all rights previously relinquished, and following each such occasion, the Founder, or the nominee or nominees, if any, of the Founder, shall continue to be Class B Members with all rights vested herein until such time as the Founder

thereafter relinquishes such rights. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Founder, and their nominee or nominees, if any, shall have all rights and powers of Class B membership, as herein provided.

6.10 Other Voting Provisions. The Articles and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

6.11 Condominium Unit(s). In the event a Residential Unit or other improvement constituting a condominium unit(s) is constructed on a Lot, then upon conveyance of the condominium unit(s), each Owner of the condominium unit shall be entitled to one vote appurtenant to such condominium unit; provided, however, in such instance there shall not be a vote appurtenant to the common areas which are a part of such condominium unit(s). In no event shall the total number of votes appurtenant to a Lot upon which condominium units are located exceed the number of condominium units on such Lot. Further, in the event an Owner of a condominium unit on a Lot owns more than one such condominium unit on the same Lot, then such Owner shall be entitled to only one vote for all condominium units owned by such Owner on the Lot.

6.12 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder; Selection during the Development Period. The Founder shall appoint and remove the initial officers and members of the Board and shall elect the Board during the Development Period. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the development period, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

6.13 Classes of Votes.

(a) Intent. It is anticipated that a single Owner, alone or with affiliates, may own condominiums or other Parcels and thereby control a significant number of votes, which could unduly influence the election of owner representatives from the remaining Parcels. Furthermore, if the Neighborhood includes a significant number of apartment units, it is deemed desirable that tenants participate in the operation of the Neighborhood.

(b) Block Vote. If, after the Development Period any Owner, alone or with affiliates, controls at least 20% of the votes of the Association, that Owner shall select

one member or 20% of the Board, whichever is greater, but shall not vote for any other members of the Board. If such Owner controls at least one third of the votes of the Association, that Owner shall select two members or one third of the Owner-selected members of the Board, whichever is greater, but shall not vote for any other members of the Board. In all membership votes other than election of Board members, such Owner shall be entitled to cast votes in the same manner as any other Owner. The Founder shall elect all board members during the Development Period.

(c) Tenants. Tenants within the Neighborhood may at any time form a Tenant Advisory Committee and may elect one delegate as a non-voting member of the Board of the Association. If, after the end of the Development Period the number of rental units equals at least one third of the total Residential Units in the Neighborhood, then the number of directors shall be increased so that tenants may elect one voting member of the Board of the Association.

(d) Calculation. For purposes of paragraph (b), the calculation of numbers of Board members shall not include the tenant delegate. For example, if a condominium or apartment building owner controlled one-third of the votes, the Board could comprise two members elected by the condominium or apartment building Owner, four members elected by other Owners, and one member elected by tenants.

6.14 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

6.15 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

6.16 Limitation of Liability and Indemnification.

The Association shall indemnify every officer, director and committee member, Founder, Founder Members, Founder employees and agents against any and expenses, including counsel fees and expenses, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, illegal activities, or bad faith. The officers, directors or committee members shall have no personal liability with respect to any contract or commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be

exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled.

ARTICLE VII: Decision Making

7.1 Neighborhood Meeting.

(a) When called. After the Development Period the Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property	Section 2.3
Repeal of Additional Services	Section 6.2
Election of the Board of Directors	Section 6.12
Approval of General Assessments when increased more than 15%	Section 8.4
Ratification of expenditures for capital improvements	Section 8.6
Approval of Zone expenses	Section 8.7
Amendment of Declaration	Section 13.1
Dedication of the Commons	Section 13.2
Merger into, or Dedication of Commons to, Municipality	Section 13.4
Termination of the Declaration	Section 13.5

(b) Quorum. Voting at a Neighborhood Meeting requires presence of members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Commons.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be

waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication which may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Neighborhood Meeting or other voting procedure.

ARTICLE VIII: Association Budget

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies, taxes,

licenses, fees and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorated basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder. The Founder is authorized to establish an assessment for the first year and collect same at the closing and conveyance of the Lot to an Owner.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founder, and petitions signed by at least 10% of all Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Neighborhood Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by

a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under paragraph 8.4 (C), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Florence Gardens Design Review Committee is required for all capital improvements. This section shall not limit the right of the Founder to make improvements to the Commons.

8.7 Zone Expenses.

(a) Capital Improvements. Any Zone may, by two-thirds (2/3) vote of the Members within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Zone.

(b) Additional Services. Any Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association.

(c) Combined Zones; Smaller Groups. Zones may be combined or join together for such assessments. If more than one Zone is to vote, the Board shall determine whether approval and assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

(d) Assessment Levy. Any assessment so approved shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment. Assessments may be collected at the time of the sale to the first non-Founder owner.

(e) Limited Common Area Assessment. Notwithstanding anything contained herein to the contrary, the Owners located adjacent to or affected by the Limited

Common Area shall be subject to and pay a Limited Common Area Assessment for the cost of maintenance of the Limited Common Area and related expenses. This Limited Common Area Assessment is automatic and can not be waived or voted out by the Owners.

8.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE IX:

Allocation of Expenses

9.1 Generally. The common expenses of the Association shall be generally allocated among Parcels on a pro-rata basis, with each Parcel responsible for and being assessed an equal amount for the General Assessment. This method of assessment shall apply to residential Lots in the Neighborhood upon which are built individual residential units. Parcels which consist of other types of residential units such as apartments or condominiums may be assessed in a different manner, as determined and set forth in a Supplemental Declaration within which condominiums, apartments or other such uses are planned. Founder shall in its sole discretion set and determine the method and allocation of Assessments for such other uses in said Supplemental Declarations.

9.2 [Intentionally Deleted]

9.3 Special Use Parcels. Assessments for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

9.4 Exempt Parcels. Parcels that are used by non-profit entities primarily for the benefit of residents of the Neighborhood may have a zero allocation, at the discretion of the Founder. The Founder may grant such exempt status of record at any time up to and including the time of conveyance of the parcel to someone other than the Founder. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. The Association also has the authority to grant exempt status for qualified entities upon terms and conditions established by the Association.

9.5 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founder may by Supplemental Declaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Neighborhood. If individual Residential Units which are within primarily commercial portions of the Master Plan Area are added and the property surrounding such units is not

added, the amount of assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

ARTICLE X:

Covenants for Maintenance Assessments

10.1 Obligation for Assessments. The Founder, for each Parcel or Lot owned within the property submitted and subject to this Declaration or Supplemental Declaration hereby covenants for each subsequent Owner, and each Owner of any Parcel of Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration,
- (c) Individual Parcel Assessments for any charges particular to that Parcel, including, but not limited to assessments for use and maintenance of Limited Common Area, and
- (d) other Assessments as allowed in the Declaration,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full. The assessment may be collected at the time the Lot is conveyed to the Owner or non-Founder party or entity.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels on a pro-rata basis as provided in Article IX ("Allocation of Expenses").

Notwithstanding any provisions in this Article to the contrary, Founder, so long as it owns a Lot shall have a choice of payment of its share of the Assessments. It may in its sole determination either (a) pay the difference in the amount of the receipts due from Owners and the amount of the actual costs of operations, or (b) it may pay the full annual Assessment for each Lot it owns.

In the event that any financial deficiency occurs in the operation of the Association as a result of the non-payment of Assessments by Owners who owe the Assessment but have

not paid them, the Founder may, but is in no way obligated to do so, advance these sums temporarily to the Association. In such event, the advance will be considered a loan from the Founder and the Association and each Owner and Member of the Association is liable for the repayment of that loan on terms acceptable to the Founder including reasonable interest

10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments. Notwithstanding the foregoing, the Founder may set, estimate and collect assessments at the time of the conveyance of a Lot or Parcel to an Owner in the manner as set forth below.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro-rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone in accordance with Section 8.7, or any other charges designated in this Declaration as an Individual Parcel Assessment, including charges relating to use and maintenance of Limited Common Area.

10.6 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founder or the builder, and at all subsequent transfers of title, the purchaser of the Parcel shall contribute an amount equal to at least six months of annual Assessments. The exact amount of the capital contribution shall be determined by the Founder during the Development Period and the Board thereafter. This capital contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for capital expenses of the Association and for working capital for the Association, and shall not be considered a pre-payment of Assessments. This capital contribution is separate and apart from Assessments. The Founder may also determine to collect tax assessments as a lump sum or other method

10.7 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel. Notwithstanding the foregoing, the Founder's Members shall not be held personally liable for any Assessment Charge owed by the Founder.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. Notwithstanding the foregoing, any Assessment Charge due on any property owned by Founder shall not be a lien and may not be enforced upon recording of a claim of lien.

(c) Suit for Payment; Foreclosure of Lien. The Association and/or Founder may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association and/or Founder have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid. The Association and/or Founder may bring such action at law or in equity or both as shall allow for the

complete enforcement of this Declaration. Notwithstanding the foregoing, Founder may not lose the right of use of any of the Commons for itself, its employees or agents.

10.8 Transfer Fee and Certificate of Payment. Upon the sale or other transfer of any Parcel (other than the sale of Parcel by the Founder) there shall be paid to the Association a "Transfer Fee" equal to one dollar (\$1.00) for every ten thousand dollars (\$10,000.00) of the purchase price of the Parcel (including the cost of the improvements constructed thereon). This Transfer Fee shall be remitted to the Association immediately following the closing of the sale or other transfer of a Parcel, together with the full name and address of the new Owner of the Parcel.

Also, prior to the sale of any Parcel in the Neighborhood, the closing attorney or other party handling the closing of the sale and purchase must contact the Association to determine the status of the Assessments against the property and similar matters and to receive a certificate of payment. This procedure must be followed for any sale or transfer of a Parcel in the Neighborhood.

The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI:

Use of Parcels

The following covenants are designed to protect the quality of life for all Owners within the Neighborhood and to set a standard for reasonable cooperation within the Neighborhood.

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant, hotels, bed and breakfasts, health spas, private clubs, recreational use or other commercial use, shall be determined based on the Florence Gardens Design Standards and the plat, subject to the zoning requirements of the appropriate governmental agency or entity. At the Founder's discretion, the Founder shall make the determination of record at the time of the Parcel's addition to the Neighborhood, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the Florence Gardens Design Standards, or the approval of the Building or modification under this Declaration, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, home-based businesses that do not generate significant noise, odor, parking problems, increased traffic or which encourages vehicles other than automobiles (as defined herein), shall be

permitted in any residential area. Signage for home-based business shall be regulated under the Florence Gardens Design Standards. The type of home-based business allowed and/or encouraged in Florence Gardens shall be determined by the Board of Directors in its sole discretion. The Board's decision is final, not appealable to any court or other authority and may be arbitrary and capricious.

11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. The Association and/or Founder may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its content, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership, unless otherwise determined in the Association's sole discretion.

11.3 Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Florence Gardens Design Standards or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. Except for uniform mail boxes and address numbers approved by the Association and such signs as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted in or on the dwelling, the Parcel or any improvement on the Parcel, including "For Sale" or "For Lease" signs of the Owner or realtor representing an Owner. Builders or realtors of builders of newly constructed dwellings may place "For Sale" signs on the designated property of a design and size individually and specifically approved by the Association. Inappropriate signs or signs not in good repair will be removed by the Association. The

Association may change sign design requirements at any time.

Notwithstanding the foregoing, the restrictions of this Section shall not apply to Founder, its agents and affiliates during the Development Period.

The Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration including but not limited to speed limit signs, directional signs and no parking signs.

(c) Parking and Vehicles.

(i) No Parking Zone. The Neighborhood has been designed with a roadway system that minimizes the impact on the natural beauty of the Property, therefore on-street parking at any times throughout the Neighborhood is prohibited. Additional off-street guest parking will be provided by the Founder at selected locations throughout the Property. In addition, for large private gatherings, guests of Owners may request approval of the Association to reserve and use designated parking areas developed with the Common Facilities. Failure to conform to the no-parking areas will be a violation of the Declaration. Notwithstanding the foregoing, Founder during the Development Period and the Association after the Development Period may provide rules and guidelines concerning temporary parking for contractors, builders and their vendors while constructing, remodeling or performing maintenance on Owner's houses or the Commons.

(ii) Parking for Residential Units. Each single family Residential Unit to be constructed on a Lot having an area greater than 12,000 square feet shall provide for enclosed (garage) parking for a minimum of two automobiles. Each single family attached Residential Unit and each single family detached Residential Unit to be constructed on a Lot having an area of 12,000 square feet or less shall provide for enclosed (garage) parking for a minimum of one automobile. Off-street parking shall be required for each Residential Unit. The number of off-street parking spaces, excluding the use of the driveway that provides access to the garage(s), will be a minimum of two on each Lot having an area greater than 12,000 square feet, and one on each Lot having an area of 12,000 square feet or less. Anything to the contrary notwithstanding, the Founder or the Design Review Committee may increase the enclosed parking or off-street parking requirements on any Residential Unit.

The Committee will have the authority to consider variances to the number of enclosed parking spaces and off-street parking spaces on Lots that it deems to have unusual circumstances or where it believes in its sole opinion that the required parking standard will contribute to a poor design solution for the Lot.

Owners and their guests must park in their provided off-street parking or may park in spaces as provided within the Common Areas if prior approval has been obtained from the Association.

(iii) **Other Motorized Vehicles.** The Board shall have authority to promulgate rules and regulations to govern the parking upon any Lot, on the street or within any portion of the Commons of motor homes, tractors, trucks (other than three quarter ton and small pickup trucks which are considered automobiles) commercial vehicles of any type, campers, motorized campers, trailers, boats and other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other forms of transportation devices (collectively "Other Motorized Vehicles"). Furthermore, although not expressly prohibited hereby, the Board may at any time, promulgate rules and regulations banning Other Motorized Vehicles or any specific type included in the definition of Other Motorized Vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. Any Motorized conveyance that cannot be licensed for use on public streets will be prohibited from use on all streets and Common Areas for the Neighborhood.

(iv) **Restrictions on the Use of Certain Vehicles.** All Terrain Vehicles, four wheelers, motorized go-carts and other similar vehicles may not be ridden anywhere on the Property. Motorcycles, use for transportation, may be ridden from the entrance to their destination and parked and must be equipped with a muffler.

(v) **Repair of Vehicles.** Owners, their tenants and Invites shall not repair or restore any vehicle of any kind upon which any Lot, Residential Unit, or within any portion of the Commons, except within enclosed garages or workshops or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(d) **Sports Equipment.** Play structures, such as basketball hoops and backboards and swing sets, must be kept in good repair and may be limited, in accordance with the Florence Gardens Design Standards, to back yards or alleys. Large play structures such as skateboard ramps that are visible from outside the Parcel may be prohibited.

11.4 **Leasing.** Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding, may be rented by the owner, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation, the Association may attach rentals and may evict the tenant as if it were a tenant violation hereunder.

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Neighborhood in the sole determination of the Association. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. The Florence Gardens Design Standards may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Neighborhood during art festivals, craft fairs, block parties and other special events which are encouraged, subject to regulation by the Florence Gardens Design Standards. No other camping is permitted within the Neighborhood unless designated campgrounds are added to the property.

11.7 Outside Burning. Exterior fires are prohibited at all times. No Owner shall permit any condition upon its Property which creates a fire hazard or is in violation of fire prevention regulations. Notwithstanding the foregoing, the restrictions of this Section shall not apply to the Founder relative to the Founder's development activities on the Property including but not limited to the construction of roadways and Commons and the installation of utilities services.

11.8 Exterior Lights. The design and location of permanent exterior lighting and other types of landscape lighting shall be subject to the approval of the Design Review Committee. Neither these nor any other illumination devices shall be located anywhere on the structure or grounds of any Lot in such a manner to adversely illuminate or affect the nighttime environment of any adjoining Property. The Design Review Committee will promulgate rules and regulations concerning the temporary use of exterior lights for seasonal occasions. Each single family residential unit shall include one or more natural gas fueled coach lights at the front entrance of the residential unit. The design and location of the coach light(s) shall be subject to the applicable provisions of the Design Standards.

11.9 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or Association rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not

limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner, his family, his tenants, or invitees shall knowingly use, generate, manufacture, store, release, dispose of, transport to or from or permit to exist in, on, under or about his Lot, the Commons or any portion of the Property and Hazardous Materials except in compliance with the Environmental Laws.

11.10 Rules and Regulations.

(a) Generally. The writing of rules is one way to address specific issues that arise within the Neighborhood. The Association and/or Founder may adopt or amend rules and regulations interpreting or expanding upon the basic principles of this Article and other portions of this Declaration. Rules should strive to address the problem in the least restrictive way. The Board should review the Rules and Regulations regularly and remove or amend those that are unnecessary or overly restrictive.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 25% of the Members, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Neighborhood or furnished to each Owner.

(d) Responsibility. Each Owner and the Owners' family members, guests and tenants are required to abide by the covenants contained in this Declaration, which are covenants running with the land, and any Rules and Regulations adopted by the Association. Each Owner is responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

11.11 Enforcement. In order to enforce the Declaration, the Board may take any of the following actions:

(a) Fines. The Board has the right to assess fines up to the maximum allowed by law and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. However, the primary goal of this chapter is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(b) Pets. If the Board finds that a pet causes an unsafe condition or

unreasonable disturbance or annoyance, it may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from Florence Gardens.

(c) Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Florence Gardens Design Standards and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(e) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction. The Association, the Founder and their successors and assigns shall have the right to bring such action at law and/or in equity so as to afford the aggrieved party a proper remedy. The party adjudicated at fault shall pay all costs, expenses and fees incurred in enforcing this Declaration or any Declaration contemplated herein.

ARTICLE XII:

Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year. Insurance can protect the Association's assets and financial security. However, insurance is a large, and sometimes volatile, item on the Association's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. Changes in replacement costs or anticipated liabilities can make old insurance inadequate. In rare cases, if coverage becomes too expensive, the Association may make a decision to drop certain coverage or to take a higher deductible. In any event, the Board is expected to exercise the "prudent person" principle in determining how to deal with insurable risks of the Association.

12.2 Severability of Interest. Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that prevents the insurer from denying the claim of an insured because of negligent act of other insured.

12.3 Types of Insurance. The Association should consider the following types of coverage:

(a) Casualty Insurance. The Board should consider whether the Commons include structures or other improvements that can and should be insured against casualty loss. Certain improvements, such as green space or landscaping, may not be insurable. However, buildings or other structures usually are insurable. Endorsements for fire and extended coverage, vandalism, malicious mischief, flood (if in a flood-prone area) and windstorm should be obtained where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining Florence Gardens. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the

Association and advisory members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.4 Parcel Coverage. Each Owner shall obtain casualty insurance for improvements on the Parcel. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Florence Gardens Design Review Committee or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within 30 days after a casualty, the Association may, in accordance with the provisions of paragraph 11.9(C) ("Corrective Action for Parcel Maintenance"), remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

ARTICLE XIII:

Amendment, Redevelopment and Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy except in cases where Founder deems it necessary during the Development Period. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the Neighborhood's benefit, these new provisions should be incorporated into the Declaration.

When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(b) By the Founder. During the Development Period the Founder specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Declaration's provisions, correct errors or modify same due to market conditions.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific written consent of the Founder.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Dedication.

(a) Neighborhood Roads. If any portion of the Neighborhood Roads has not previously been dedicated to the public, the Founder or Association shall have the right to

convey title to or dedicate the Neighborhood Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Founder during the Development Period and by the Board upon consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association after the Development Period.

(c) Alleys; footpaths. At least twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(d) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency.

13.3 Redevelopment.

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%) of the votes in the Association, the Founder and a majority of the mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable. The requirements of this section are not applicable to vacant land, Lots or Parcels owned by the Founder.

(b) Definitions. Redevelopment is the process of rebuilding all or a portion of the Neighborhood, known as a Redevelopment Area, in accordance with a revised Florence Gardens Design Standards, combined with the offer to purchase the property of any dissenting Parcel Owners. A Redevelopment Area must be a defined, logical section for redevelopment comprising a Zone or Zones, or the entire Neighborhood. The plan may allow buildings that are currently in serviceable condition to remain but require that such buildings, if rebuilt or remodeled in the future, to be rebuilt in accordance with the redevelopment plan. The plan for redevelopment may include termination of the

Déclaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Founder may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Redevelopment; When Available. Redevelopment shall be available only upon the occurrence of one of the following:

(i) Any time after thirty (30) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least two-thirds, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. If the necessary approvals are not obtained within ninety (90) days after the casualty, the damage must be repaired in accordance with Section 12.5 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Approvals. After the Development Period, redevelopment requires the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes within the Redevelopment Area and mortgagees holding mortgages on a majority, by assessment interests, of the Parcels encumbered by such mortgages. If the plan is approved, consenting Owners must rebuild in accordance with the redevelopment plan, and, unless the plan provides otherwise, must participate in the purchase of dissenting Owners' Parcels. Prior to the end of the Development Period redevelopment also requires the approval in writing of the Founder, which may be granted or withheld in its sole discretion.

(e) Redevelopment Corporation. The plan may include formation of a redevelopment corporation or other entity to purchase the Parcels of dissenting Owners. Unless otherwise agreed, the consenting Owners would be required to contribute to the capital of the redevelopment corporation in proportion to their General Assessments, as a portion of all consenting Owners. The plan may authorize the Association, on behalf of the redevelopment corporation, to collect the Owners' shares as an Individual Parcel Assessment.

(f) Option to Purchase. Upon approval of the redevelopment plan, the redevelopment corporation or other designee of the consenting Owners shall deliver an option to purchase to all remaining Owners of Parcels within the Redevelopment Area. The option to purchase must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The recipient of such an option shall, within 30 days, choose either to join the consenting Owners, or to sell the Parcel to the consenting Owners. Failure to agree to the sale within 30 days shall be deemed to be agreement to join the consenting Owners. The sale price shall be paid in cash or upon terms approved by the

seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(g) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and the designee of the consenting Owners within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(h) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(i) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers and any other relief at law or in equity may be entered in any court of competent jurisdiction.

(j) Limitation. Redevelopment shall be subject to applicable zoning and other governmental regulation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.4 Formation of Municipality. If all or substantially all of Florence Gardens is incorporated as a municipality or other local government unit, the following would apply:

(a) Merger of Association. Members of the Association may, by majority vote, dissolve the Association or, if allowed by law, merge the Association into the municipality. Upon such dissolution or merger, all the Commons shall be dedicated to the public and the municipality shall have all the rights and obligations of the Association provided by this Declaration.

(b) Dedication without Merger. Alternatively, Owners could approve by majority vote a plan by which Commons are dedicated to the public, but the Association would retain some of its powers and duties, such as architectural review and enforcement of the covenants and restrictions.

(c) No Dedication. If no dedication is approved, the Association and Commons shall be maintained without change.

13.5 Duration: Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners and the Founder.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association and the Founder, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 13.3.

13.6 Re-recording. Unless this Declaration is terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Mississippi law to preserve its effect.

13.7 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV:

General Provisions

14.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Neighborhood as a Neighborhood of the highest quality. The italicized portions at the beginning of each Article, if any, and all headings

are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Master Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, if any, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on one-half or more of all Parcels encumbered by a mortgage. Specifically, there is no requirement to obtain the consent of mortgagees to amend, alter or change this Declaration.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Mississippi.

14.8 Sidewalks and Walking Trails. Owners are responsible for the construction of sidewalks or walking trails where such sidewalks or walking trails abut the street side boundary line(s) of the Owner's Lot or are incorporated into an easement within the Lot as shown in the plans for the Neighborhood. Completion of the sidewalk or walking trail shall correspond to the completion of the driveway for the Lots and shall be built in strict conformance with the Design Standards and construction plans developed under the direction of the Founder or Design Review Committee. If the acceptance of the sidewalk or walking trail maintenance and repair is made by the Association, City of Gulfport, or other governmental agency having jurisdiction, the Owner's responsibility to keep the sidewalk or walking trail in repair shall be terminated.

14.9 Residential Unit Sizes and Setbacks.

(a) The minimum square feet of heated living area to be contained within any Residential Unit or any Lot shall not be less than 1100 square feet if one level Residential Unit and 1400 square feet if a multi level Residential Unit. The Founder, in its sole discretion, may increase or decrease the minimum square feet of heating living area by Zone ,street or by groups of contiguous parcels or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the

alternative, the Founder may enforce the minimum square feet by the use of deed restrictions on individual Lots.

(b) Any building setback dimensions that violate the ordinances or other regulations established by the City of Gulfport or other governmental agency having jurisdiction will require a variance from the City or governmental agency having jurisdiction which variance may not be granted; however, in no event, except as provided in (c) below, shall any Residential Unit or other building be erected on any Lot nearer than three feet from the Lot line, ten feet from the rear lot lines or three feet from the side lot lines except for Residential Units constructed as attached single family structures or zero lot line structures which set backs may be zero feet. On corner lots, the set back on the side yard adjacent to the street must be a minimum of ten feet.

(c) For some Lots, neighborhoods or streets in the Neighborhood it may be impossible or inadvisable to enforce the above stated set back requirements due to the natural terrain, lot configurations, proximity of adjacent structures or other considerations that the Design Review Committee deems appropriate. Therefore, notwithstanding anything else herein to the contrary, the Design Review Committee or the Founder may establish or approve specific deviations (both increases and decreases) to said set back requirements which it believes to be beneficial to a specific Lot, neighborhood, street or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the alternative by the use of deed restrictions on individual Lots.

14.10 Venue. Any disputes, legal matters or arbitration shall be conducted or litigated in Harrison County, Mississippi

(Signature Page Follows)

In witness whereof, the Founder has executed this Declaration as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute this Declaration as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to this Declaration.

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Florence Gardens Phase 1-A, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 46 at Page 17, reference to which is hereby made in aid of and as a part of this description.

Florence Gardens Phase 1-B, a subdivision according the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 47 at Page 8, reference to which is hereby made in aid of and as a part of this description.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



[Signature]
1st Judicial District
Instrument 2005 13959 D -J1
Filed/Recorded 4 4 2005 3 53 P
Total Fees 14.00
5 Pages Recorded

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, SEAWAY DEVELOPMENT COMPANY, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto FLORENCE GARDENS, LLC, a Mississippi limited liability company, the following described real property situated and being located in the First Judicial District, Harrison County, State of Mississippi, as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to any and all recorded restrictive covenants, easements, rights of way, and oil, gas and mineral reservations of record.

The taxes for the current year are assumed by the Grantee.

WITNESS THE SIGNATURE of the duly authorized member of said company this the 1st day of November, 2004.

SEAWAY DEVELOPMENT COMPANY, LLC

BY:

[Signature]
Martin C. Goldin, Member

3405H-09

~~3262-H~~

0908C-01-001.000
0908B-01-006.000

EXHIBIT A
Page 1

PARCEL I

Being one and the same as that parcel acquired by Warranty Deed from William Russell Love and Amanda Collins Love dated January 22, 1999, and recorded in Deed Book 1439 at Page 11:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP FOUND AT THE NORTHWEST CORNER OF SECTION 1, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE WEST LINE OF SAID SECTION 1, S00°24'10"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH MARGIN, N89°12'31"E 344.74' TO AN IRON ROD FOUND; THENCE S01°10'15"W 871.18' TO AN IRON ROD FOUND; THENCE S89°08'57"E 149.99' TO AN IRON ROD FOUND; THENCE S01°10'45"W 442.60' TO AN IRON ROD LYING ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG SAID SOUTH LINE, S89°50'03"W 477.00' TO AN IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG THE WEST LINE OF SECTION 1, N00°24'10"E 1312.39' TO THE POINT OF BEGINNING, CONTAINING 11.661 ACRES.

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EXHIBIT A
Page 2

PARCEL II

Being one and the same as that parcel acquired by Warranty Deed from Adrian O'Neal, et al, Trustees of the Edon Family Trust, dated September 28, 1998, and recorded in Deed Book 1426 at Page 205:

A PARCEL OF LAND BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, LYING SOUTH OF THE SOUTH MARGIN OF O'NEAL ROAD, AND ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP LOCATED AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 2, $500^{\circ}13'23''$ W $25.04'$ TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST SECTION LINE, $500^{\circ}24'10''$ W $2549.62'$ TO A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE FURTHER ALONG SAID EAST SECTION LINE, $500^{\circ}08'28''$ E $1319.91'$ TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, $N89^{\circ}53'59''$ W $1348.42'$ TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, $N00^{\circ}11'30''$ W $1327.36'$ TO A LIGHTARD KNOT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, $S89^{\circ}46'21''$ W $1329.38'$ TO A WOOD FENCE CORNER POST FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, $N00^{\circ}35'03''$ W $1343.79'$ TO AN IRON ROD FOUND AT A FENCE CORNER POST, BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, $N00^{\circ}37'03''$ W $838.84'$ TO AN IRON PIPE FOUND; THENCE $N00^{\circ}24'31''$ E $451.93'$ TO AN IRON PIPE FOUND ON THE SOUTH MARGIN OF O'NEAL ROAD; THENCE ALONG SAID SOUTH MARGIN OF O'NEAL ROAD, $N89^{\circ}46'16''$ E $2715.42'$ TO THE POINT OF BEGINNING, CONTAINING 204.433 ACRES. SAID PROPERTY BEING SUBJECT TO A 5 ACRE SOUTHERN NATURAL GAS CORP. RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 AND DESCRIBED IN DEED BOOK 187, PAGE 530.

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EXHIBIT A
Page 3

PARCEL III

Being one and the same as that parcel acquired by Alan H. Goldin, et al., by Warranty Deed from Lewis N. Vance and Jeff Vance dated July 15, 1998, and recorded in Deed Book 1416 at Page 417:

All of the NW 1/4 of the SE 1/4, all of the SW 1/4 of the SE 1/4, a portion of the NE 1/4 of the SW 1/4; Section 2, Township 7 South, Range 11 West; also a portion of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; said parcels of land being more particularly described as follows: For the Point Of Beginning, Commence at a light wood post located at the northeast corner of the NW 1/4 of the SE 1/4 of said Section 2; thence S 00°08'18" W 2667.72 feet along the east line of the W 1/2 of the SE 1/4 of said Section 2; thence continue S 00°08'18" W 1217.01 feet along the east line of the NW 1/4 of the NE 1/4 of said Section 11, to a point located on the southeast right-of-way of a 100-foot wide easement to Mississippi Power Company; thence S 67°22'17" W 258.00 feet along said southeast right-of-way of a 100-foot wide easement to Mississippi Power Company, to a point located on the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence S 89°27'02" W 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°26'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.26 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'05" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46, Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 269.51 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

Together with a non-exclusive, perpetual easement for ingress and egress more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi; thence South 89°57'10" East a distance of 334.29 feet to a point of beginning; thence Northeasterly along the arch of a curve to the right whose radius is 110.57 feet and delta angle is 89°35'04", a distance of 172.88 feet to a point; thence South 0°22'06" East a distance of 50 feet to a point; thence Southwesterly along the arch of a curve to the right whose radius is 60.57 feet and delta angle is 89°35'04" a distance of 94.57 feet to a point; thence North 89°57'10" West a distance of 50 feet to the point of beginning.

AND ALSO, the following parcel which is conveyed by quitclaim, without warranty and may be subject to claims of others:

A parcel of land within the SW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, lying North of the Mississippi Power Company easement and described as starting at the SE corner of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West and run West a distance of 465.6 feet for the point of beginning; thence continue West a distance of 203.9 feet; thence run South 84.3 feet; run thence Northeast along the Southern boundary of the Mississippi Power Company easement a distance of 220.6 feet to the point of beginning

PERMITS/INSP PAYMENT RECPT#: 10611830
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 04/06/21 TIME: 14:44
CLERK: sgill DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 305.00

AMOUNT PAID: 305.00

PAID BY:

PAYMENT METH: CHECK
REFERENCE: 21657

AMT TENDERED: 305.00
AMT APPLIED: 305.00
CHANGE: .00

PERMITS/INSP PAYMENT RECPT#: 10611833
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 04/06/21 TIME: 14:46
CLERK: sgill DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 10.00

AMOUNT PAID: 10.00

PAID BY:

PAYMENT METH: CREDIT CARD

REFERENCE:

AMT TENDERED: 10.00

AMT APPLIED: 10.00

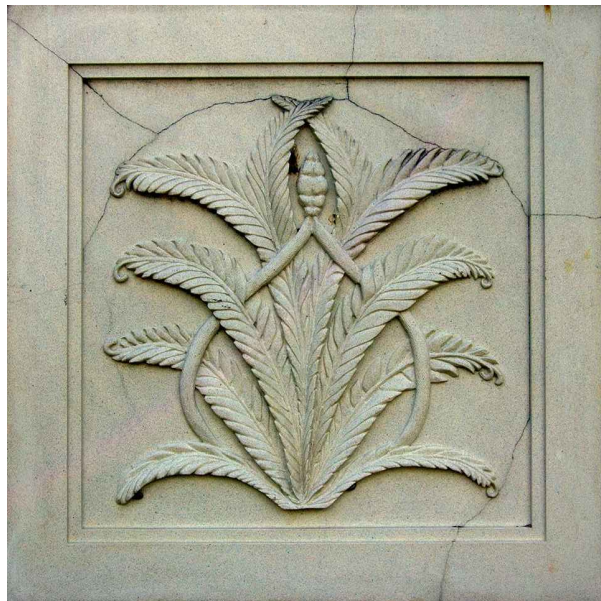
CHANGE: .00

SITework PLANS

FOR

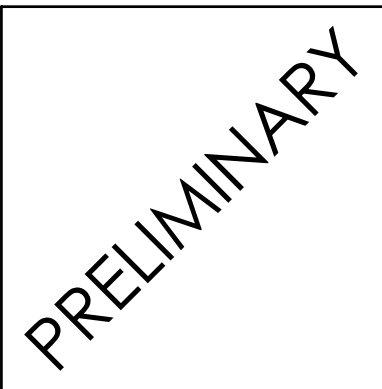
FLORENCE GARDENS
PHASE IX
GULFPORT, MISSISSIPPI

PREPARED FOR



FLORENCE GARDENS, LLC

12321 PRESERVATION DRIVE GULFPORT, MS 39503
PH (228) 539-5039



APRIL, 2021



BROWN, MITCHELL
& ALEXANDER, INC.

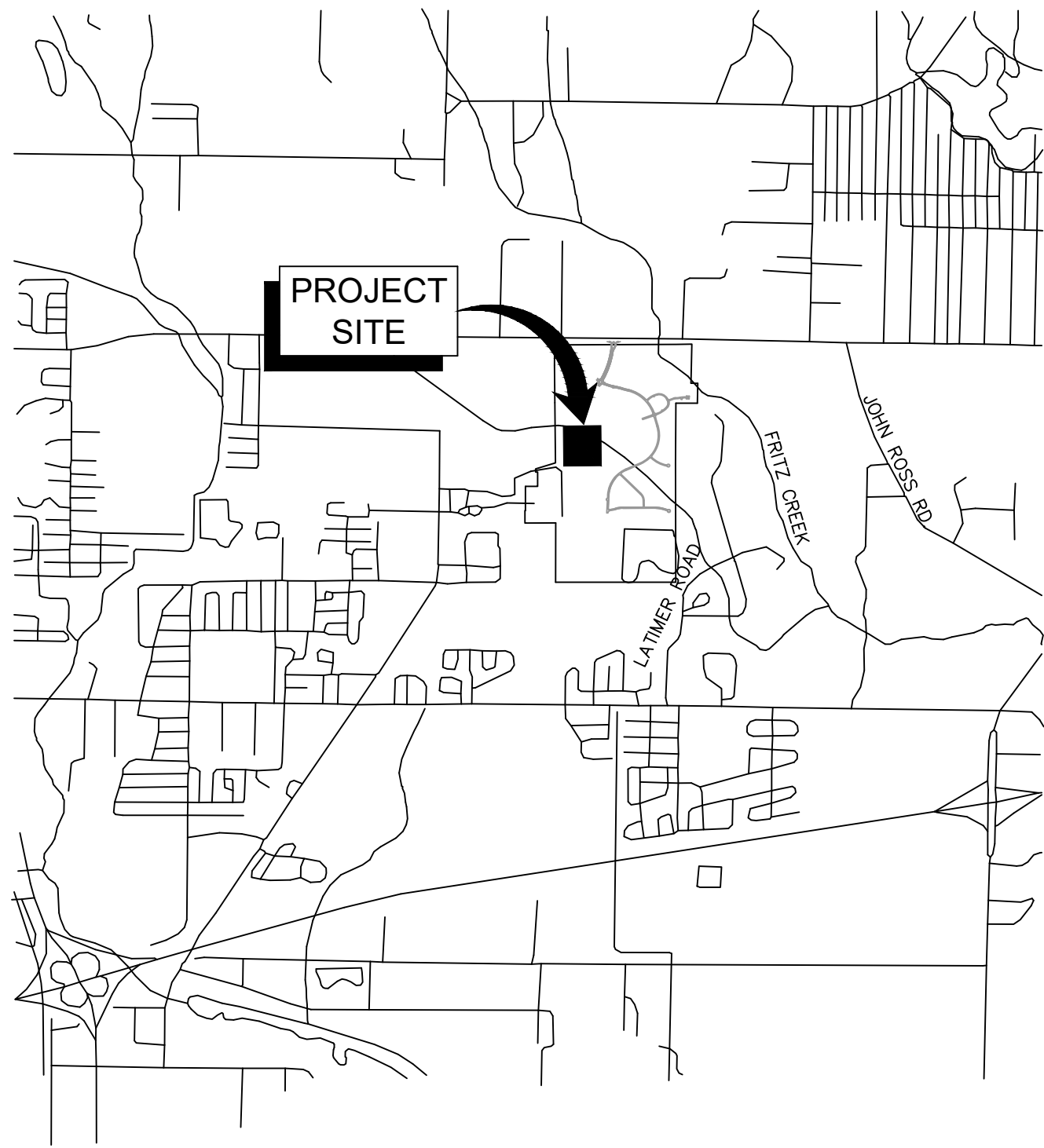
CONSULTING ENGINEERS

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612

3221 Market Street
Pascagoula, MS 39567
(228)864-7612

LOCATION MAP



SCALE: 1" = 1000' NORTH

SHEET INDEX

DESCRIPTION	SHEET NO.
TITLE / LOCATION MAP / SHEET INDEX	C-001
EXISTING CONDITIONS / DEMOLITION PLAN	C-101
SITE LAYOUT PLAN	C-121
GRADING & DRAINAGE PLAN	C-131
EROSION CONTROL PLAN	C-141
SITE UTILITY PLAN	C-151
PLAN / PROFILE	C-201
X-SECTIONS / ROAD SECTIONS	C-301
ENLARGED PLANS	C-401
CONSTRUCTION DETAILS	C-501
CONSTRUCTION DETAILS	C-502

BMA No. 3405-21

SET NO. _____



GENERAL NOTES

- CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) OR (811) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO INITIATING CONSTRUCTION ACTIVITIES. THE OWNER MUST BE CONTACTED SEPARATELY TO LOCATE THEIR PRIVATELY OWNED UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO UTILITIES THAT RESULT FROM CONTRACTOR'S WORK. ANY COST ASSOCIATED WITH REPLACING/REPAIRING DAMAGED UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE.
2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION. FOR A LIST OF PUBLIC AND PRIVATE UTILITIES, SEE BELOW:
- | | |
|-------------------------------|--------------|
| AT&T (BELL SOUTH) | 228-557-6123 |
| MISSISSIPPI POWER COMPANY | 228-867-6343 |
| COAST ELECTRIC | 228-832-1761 |
| CENTERPOINT | 228-896-7500 |
| CABLE ONE | 228-374-5900 |
| CITY OF GULFPORT PUBLIC WORKS | 228-868-5742 |
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE ALL UTILITIES WITHIN THE PROJECT LIMITS LOCATED AND THOSE LOCATIONS UPDATED AS NECESSARY DURING THE PROJECT.
4. ADJUSTMENTS TO PRIVATE UTILITIES (I.E. GAS, POWER, ELECTRIC, COMMUNICATION, ETC.) SHALL BE MADE BY OTHERS BUT SHALL BE COORDINATED BY CONTRACTOR.
5. CONTRACTOR SHALL DISPOSE OFF-SITE ALL MATERIAL, MISCELLANEOUS TRASH & DEBRIS FROM ALL AREAS WITHIN THE LIMITS OF WORK. ALL SUCH WORK AND DISPOSAL SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ANY LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, CODES, RULES OR REGULATIONS THAT APPLY TO ANY PORTION OF CONSTRUCTION OF THIS PROJECT.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ANY LOCAL, STATE AND FEDERAL PERMITS OR LICENSES REQUIRED FOR CONSTRUCTION OF THIS PROJECT, OTHER THAN THOSE OBTAINED BY THE OWNER.
8. BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER AND SHALL OBTAIN A WRITTEN INTERPRETATION OR CLARIFICATION FROM THE ENGINEER BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.
9. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE ENGINEER.
10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN THE UNDERCUT AREA AND THE UNDERCUT DEPTH AROUND SUBSURFACE STRUCTURES AND LINES. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES OR LINES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
11. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN A SAFE AND HEALTHY WORK SITE.
12. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BRACING, SHORING, OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS, EQUIPMENT, AND LABOR FOR DESIGNING, DRAWING, AND CONSTRUCTING THE
13. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL MEANS & METHODS, AS WELL AS, PROPER CONSTRUCTION SEQUENCING. THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBMITTING A PROGRESS SCHEDULE OUTLINING THE INTENDED SEQUENCE OF CONSTRUCTION.
14. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CURRENT GULFPORT CONSTRUCTION STANDARDS.

ROADWAY & CONCRETE WORK

1. BASE AND PAVEMENT FOR STREET INTERSECTION AND ADJACENT ROAD TURNSHOTS SHALL MATCH THE PROPOSED ROADWAY.
2. WHERE MILLING OF THE ROADWAY IS REQUIRED, THE CONTRACTOR SHALL PROVIDE OUTLETS IN THE EXISTING SHOULDERS AT SUFFICIENT INTERVALS TO PREVENT POOLING OR STANDING WATER ON THE MILLED SURFACE. ANY ASSOCIATED COST SHALL BE ABSORBED IN MILLING.
3. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT AT CONNECTIONS TO EXISTING PAVEMENT.
4. ALL RADII ARE TO BE FIELD DETERMINED. RADII SHOWN ON THE PLANS ARE APPROXIMATE.
5. ALL CONCRETE SHALL BE CLASS "B", 3,000 PSI UNLESS OTHERWISE NOTED. ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED 1/4", UNLESS OTHERWISE NOTED. MATERIALS, PLACEMENT AND CURING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
6. EDGES OF ASPHALT AND CONCRETE TO BE REMOVED SHALL BE CUT AT ADJACENT PAVEMENT, WALKWAYS AND DRIVEWAYS. OTHER SURFACES TO REMAIN MUST BE SAW CUT. SAW CUTTING OF ASPHALT AND CONCRETE SHALL BE ABSORBED IN THE APPLICABLE DEMOLITION PAY ITEM.
7. CRUSHED STONE BASE WILL BE PAID BASED ON THE LINES AND GRADES SHOWN ON THE PLANS.

EARTHWORK

1. ALL SOILS DISTURBED SHALL BE COMPACTED TO 95% PER ASTM D 1557 IN 8" LIFTS BENEATH ROADWAY AND 92% PER ASTM D 1557 IN 8" LIFTS FOR DISTURBED SOILS BEYOND THE ROADWAY

SURFACE DRAINAGE & GRADING

1. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE ON THE SITE AT ALL TIMES DURING THE COURSE OF THE PROJECT.
2. CONTRACTOR SHALL PREVENT SURFACE WATER AND SUBSURFACE OR GROUNDWATER FROM FLOWING INTO EXCAVATIONS AND FROM FLOODING PROJECT SITE AND SURROUNDING AREA. CONTRACTOR SHALL NOT ALLOW WATER TO ACCUMULATE IN EXCAVATIONS. CONTRACTOR SHALL REMOVE WATER TO PREVENT SOFTENING OF FOUNDATION BOTTOMS, UNDERGROUND FOOTINGS, AND SOIL CHANGES DETRIMENTAL TO STABILITY OF SUBGRADE AND FOUNDATIONS. CONTRACTOR SHALL PROVIDE AND MAINTAIN PUMPS, WELL POINTS, SUMPS, SUCTION AND DISCHARGE LINES, AND OTHER Dewatering system components NECESSARY TO CONVEY WATER AWAY FROM EXCAVATIONS. CONTRACTOR SHALL ESTABLISH AND MAINTAIN TEMPORARY DRAINAGE DITCHES AND OTHER DIVERSIONS OUTSIDE EXCAVATION LIMITS FOR EACH STRUCTURE. CONTRACTOR SHALL NOT USE TRENCH EXCAVATIONS AS TEMPORARY DRAINAGE DITCHES, Dewatering SYSTEMS AND ESTABLISHMENT AND MAINTENANCE OF TEMPORARY DRAINAGE SHALL NOT BE MEASURED FOR SEPARATE PAYMENT AND SHOULD BE ABSORBED IN OTHER BID ITEMS.
3. THE CONTRACTOR SHALL VERIFY EXISTING GRADES AND ELEVATIONS FOR TIE IN POINTS TO EXISTING PAVEMENT AND NOTIFY ENGINEER OF ANY VARIATIONS GREATER THAN 0.1' TWO (2) WEEKS PRIOR TO ANY FINAL GRADING, BASE, OR PAVEMENT CONSTRUCTION TO ALLOW FOR NECESSARY REVISIONS TO THE GRADING PLAN BY THE ENGINEER.
4. IF SPECIFIC GRADES OR SLOPES ARE NOT SHOWN FOR WORK IN ANY AREA, CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE IS ACHIEVED AND TIE INTO EXISTING CONDITIONS WITH A MINIMUM SLOPE OF 1% IN GRASSED AREAS AND 0.5% ON PAVED SURFACES, UNLESS SHOWN OTHERWISE ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
5. AREAS AROUND DRAINAGE STRUCTURES, INTAKES, AND OUTFALLS SHALL BE GRADED TO PROMOTE POSITIVE DRAINAGE.

SUBSURFACE DRAINAGE

1. TOE WALLS ARE REQUIRED AT ALL UPSTREAM AND DOWNSTREAM FLARED END SECTIONS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
2. ALL REINFORCED CONCRETE PIPE JOINTS ARE TO BE WRAPPED IN TYPE V GEOTEXTILE FABRIC, 24" WIDTH. ALL REINFORCED PIPE (ROUND AND ARCH) SHALL BE SUPPLIED WITHOUT LIFTING (PICK-UP) HOLES
3. FLARED END SECTIONS (ALL SIZES) MAY BE FURNISHED WITH EITHER BELL & SPIGOT OR TONGUE & GROOVE JOINTS.
4. ALL "VARIIES" DIMENSIONS DEPEND DIRECTLY ON PIPE SIZE, THICKNESS, AND DEPTH OF PIPE.
5. PIPE LENGTHS ARE MEASURED FROM INSIDE FACE OF BOX TO INSIDE OF BOX.
6. ALL PIPES SHALL BE FLUSH WITH THE INTERIOR FACE OF THE BOX.
7. CONTRACTOR SHALL VIDEO ALL NEW STORM DRAIN LINES 42" AND SMALLER AND ALL NEW ARCH STORM DRAIN LINES 65" X 40" AND SMALLER. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
8. CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL DRAINAGE STRUCTURES AS DIRECTED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AND THE COST SHALL BE ABSORBED.
9. NO IMPROVEMENT SHALL INTERFERE OR BLOCK DRAINAGE.
10. TOP ELEVATIONS OF INLETS AND BOXES ARE APPROXIMATE. FINAL GRADE SHALL BE FIELD DETERMINED AT NO ADDITIONAL COST TO MATCH FINISH GRADE AND PROVIDE PROPER DRAINAGE.
11. PAYMENT FOR STEPS AND INSTALLATION OF STEPS IN DRAINAGE STRUCTURES SHALL BE AN ABSORBED ITEM. STEPS ARE REQUIRED IN ANY BOX DEEPER THAN 3'.
12. REPAIR TO EXISTING DRAINAGE STRUCTURES TO Tie IN NEW DRAINAGE LINES SHALL BE ABSORBED IN THE COST OF THE NEW PIPE.
13. RECONNECTING EXISTING PIPES TO NEW DRAINAGE STRUCTURES SHALL BE ABSORBED, INCLUDING ANY DISCOVERED PIPES THAT NEED TO BE CONNECTED.

UTILITIES GENERAL

1. CONTRACTOR SHALL EXPLORE AHEAD (SURFACE AND SUBSURFACE) 200 FEET OF THE PIPE BEING LAID SO THAT NECESSARY ADJUSTMENTS CAN BE MADE IN THE ALIGNMENT OF THE PIPE IN CASE OF CONFLICTS WITH EXISTING STRUCTURES, UTILITIES, OR ANY OTHER KNOWN OR UNKNOWN OBSTRUCTIONS.
2. CONTRACTOR SHALL CAREFULLY CHECK ALL WATER, SEWER, DRAINAGE AND UNDERDRAIN CROSSINGS AND SHALL INSTALL ALL WATER SERVICES, SEWER SERVICES, WATER PIPES), ETC. AT AN ELEVATION WHICH WILL AVOID ALL CONFLICTS AND IN ACCORDANCE WITH MINIMUM COVER AND SLOPE REQUIREMENTS.
3. CONTRACTOR SHALL COORDINATE CONNECTION TO EXISTING WATER AND SEWER SYSTEM WITH THE OWNER OF THE UTILITIES AND ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING AT HIS OWN EXPENSE ANY DAMAGED SANITARY SEWER PIPES AND APPURTENANCES, STORM DRAIN PIPES AND APPURTENANCES, WATER PIPES AND APPURTENANCES, DRAINAGE STRUCTURES, OR ANY OTHER EXISTING UTILITIES OR STRUCTURES, IN THE OPINION OF THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE, WAS DAMAGED BY THE CONTRACTOR. CONTRACTOR SHALL HAVE ON HAND AT ALL TIMES THE NECESSARY FITTINGS AND ACCESSORIES NEEDED TO PERFORM EMERGENCY REPAIR ON ANY EXISTING SANITARY SEWER PIPE, WATER PIPE, STORM DRAIN, FORCE MAIN, SERVICES, ETC. SHOULD THE PIPE(S) OR SERVICE(S) BE DAMAGED DURING CONSTRUCTION.
5. AT ALL LOCATIONS WHERE PIPE AND/OR FITTINGS COME IN CONTACT WITH CONCRETE, THE TWO MATERIALS SHALL BE SEPARATED BY 1/8" INCH SUEIT RUBBER.

WATER UTILITIES

1. IF WATER PIPE(S) CROSSING SANITARY SEWERS CANNOT MAINTAIN 18" VERTICAL SEPARATION ABOVE THE SEWER PIPE OR IF IT CROSSES UNDER SEWER PIPE, THE WATER PIPE MUST BE DUCTILE IRON. (PER THE SPECIFICATIONS AND DETAILS)

SEWER UTILITIES

1. THE CONTRACTOR SHALL NOT OPERATE ANY VALVE OR PUMP STATION, PLUG ANY SEWER PIPE OR DISCONTINUE ANY SERVICE WITHOUT SPECIFIC PERMISSION FROM THE OWNER OR HIS AUTHORIZED REPRESENTATIVE.
2. ALL MANHOLES SHALL BE A MINIMUM FOUR FEET (4') IN DIAMETER UNLESS OTHERWISE NOTED ON THE DRAWINGS. LARGER DIAMETER MANHOLES SHALL BE USED WHERE PIPE DIAMETER, DEPTH OF CUT OR THE CONNECTION OF AN INTERIOR DROP ASSEMBLY DICTATE. LARGER MANHOLES SHALL BE USED ON ANY MANHOLE SIXTEEN FEET (16') OR GREATER IN DEPTH.
3. CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL SEWER MANHOLES AT NO ADDITIONAL COSTS.
4. ALL MANHOLES WITHIN THE FLOOD ZONE SHALL HAVE WATERTIGHT MANHOLE CASTINGS.
5. CONTRACTOR SHALL VIDEO INSPECT NEW SANITARY SEWER MAINS AND SERVICES INSTALLED AS PART OF THE PROJECT. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

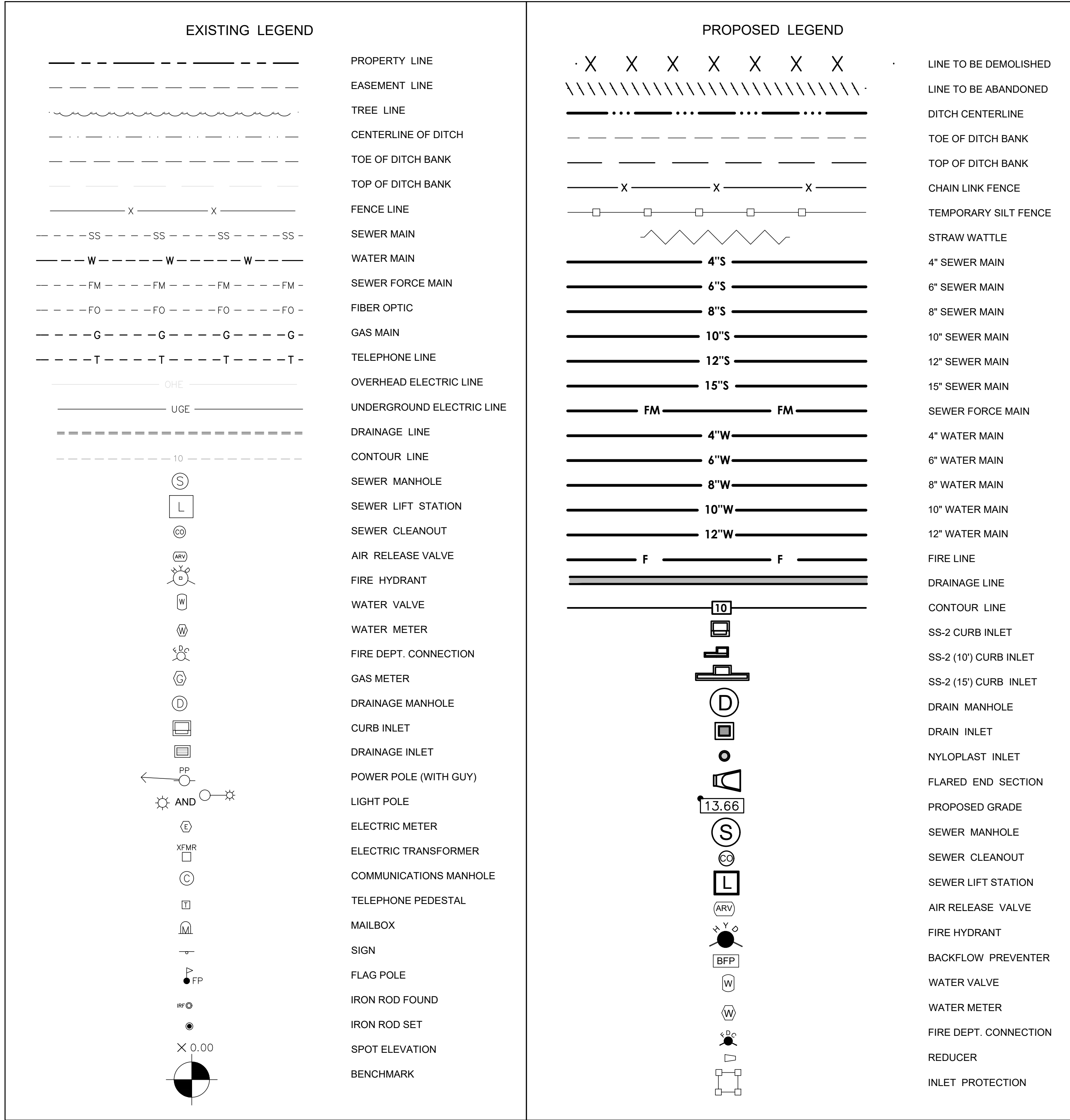
EROSION CONTROL

1. CONTRACTOR SHALL STRICTLY ADHERE TO THE STORMWATER POLLUTION PREVENTION PLAN AND THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) PERMIT. OMISSIONS TO THESE PLANS DO NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PROVIDING PROTECTION OF ONSITE AND OFFSITE DRAINAGE SYSTEMS FROM SEDIMENT TRANSPORT. ANY FAILURES OF THE PROTECTIVE MEASURES SHOWN ON THESE PLANS OR IN THE SPECIFICATIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. ANY CORRECTIVE MEASURES REQUIRED TO STAY IN COMPLIANCE OF THE MDEQ PERMIT SHOULD BE COORDINATED WITH THE ENGINEER. THE CONTRACTOR WILL BE REQUIRED TO INSPECT AND SUBMIT REPORTS ON SITE CONDITIONS PER THE STORMWATER PERMIT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING THEIR OWN EROSION CONTROL PLAN BASED ON THE SEQUENCE OF CONSTRUCTION AND SUBMIT SAID PLAN TO THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AT THE BEGINNING OF THE PROJECT AND PROVIDE MODIFIED/UPDATED EROSION CONTROL PLANS NOTING FAILURE AND CORRECTIVE ACTIONS DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMING TO THE REQUIREMENTS OF THE GENERAL STORMWATER PERMIT.
3. THE CONTRACTOR SHALL MONITOR THE SITE FOR COMPLIANCE WITH THE CNOI AND SHALL PRODUCE REPORTS IN ACCORDANCE WITH THE CNOI.
4. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE AND REMOVAL OF ANY TEMPORARY EROSION CONTROL MEASURE(S) NECESSARY TO CONTROL SILTATION.
5. CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCES AROUND THE PERIMETER OF ALL VEGETATED AREAS WHICH ARE DISTURBED AND SHALL PREVENT SILTATION OF ADJACENT DRAINAGE SYSTEMS AND CHANNELS WITH SILT FENCING. THE USE OF HAY BALES IS PROHIBITED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROLS DURING THE ENTIRE COURSE OF THE PROJECT PER ACCEPTABLE/APPROVED STORMWATER BEST MANAGEMENT PRACTICES. THE (BMPs) SHALL BE IN ACCORDANCE WITH MDEQ'S PLANNING AND DESIGN MANUAL FOR THE CONTROL OF EROSION, SEDIMENT AND STORMWATER.
6. SILT FENCES SHALL BE INSTALLED AND PROPERLY MAINTAINED AROUND ALL STOCKPILED MATERIALS.
7. ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY, EASEMENTS AND/OR PROJECT LIMITS SHALL BE GRASSED PER THE SPECIFICATIONS. ACCEPTANCE SHALL BE BASED ON SATISFACTORY GROWTH AND COVERAGE OF SEED(S) PLANTED.
8. EXISTING VEGETATION SHALL BE MAINTAINED AND PROTECTED WHEREVER POSSIBLE.
9. WHERE APPLICABLE ALL CONSTRUCTION TRAFFIC SHALL ENTER/EXIT THE SITE THROUGH THE CONSTRUCTION ENTRANCE. A CONSTRUCTION ENTRANCE IS REQUIRED AT ALL ACCESS POINTS ON THE SITE.
10. CONTRACTOR SHALL KEEP ALL ADJACENT ROADWAYS CLEAN OF DIRT AND DEBRIS AT ALL TIMES AND SHALL SWEEP STREETS DAILY, IF NECESSARY.
11. TEMPORARY OR PERMANENT VEGETATIVE PRACTICES SHALL BE IMPLEMENTED WITHIN IMMEDIATELY WHEN A DISTURBED AREA WILL BE LEFT UNDISTURBED FOURTEEN DAYS OR MORE.
12. TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL NOT BE REMOVED UNTIL PERMANENT EROSION CONTROLS ARE ESTABLISHED ON ALL DISTURBED AREAS. FINAL APPROVAL ON THE PROJECT WILL NOT BE MADE UNTIL ALL TEMPORARY EROSION CONTROLS ARE REMOVED AND PERMANENT EROSION CONTROLS ARE EFFECTIVELY ESTABLISHED.
13. ALL EQUIPMENT REPAIR AND MAINTENANCE SHALL BE PERFORMED OFFSITE.
14. RECEPTACLES SHALL BE PROVIDED TO PROPERLY DISPOSE OF ALL TRASH AND WASTE. ALL CONSTRUCTION DEBRIS SHALL BE PICKED UP AT THE END OF EACH DAY AND SHALL BE REMOVED COMPLETELY FROM THE SITE AT THE END OF THE PROJECT.

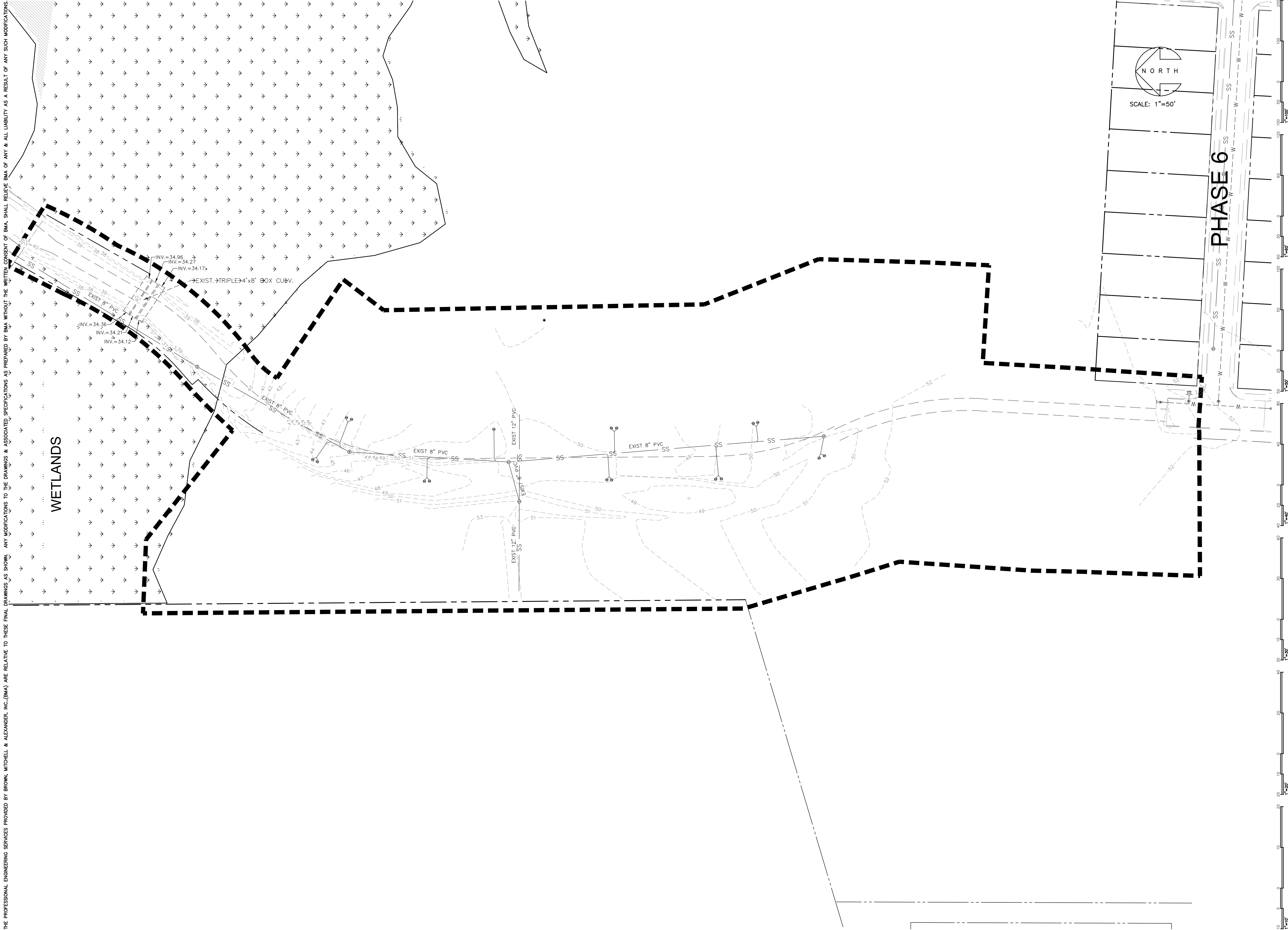
15. TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED PRIOR TO THE START OF ANY WORK. IF IT WILL BE REQUIRED TO REMOVE THEM TEMPORARILY DUE TO CONSTRUCTION ACTIVITIES, ONCE THOSE ACTIVITIES ARE COMPLETED OR AT THE END OF THE WORK DAY, THE TEMPORARY CONTROLS SHALL BE REINSTALLED IMMEDIATELY.
16. ADDITIONAL EROSION AND SEDIMENT CONTROLS MAY BE DEEMED NECESSARY IF THE CONTROLS FOUND IN THIS STORMWATER MANAGEMENT PLAN ARE PROVEN TO BE INEFFECTIVE.
17. CONDITIONED SEDIMENT SHALL BE REMOVED FROM CONTROLS WHEN IT REACHES ONE-HALF THE HEIGHT OF THE CONTROL. THE SEDIMENT SHALL BE PROPERLY DISPOSED OF SO AS NOT TO CAUSE SEDIMENTATION IN ANOTHER LOCATION.
18. EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED WEEKLY AND FOLLOWING ANY RAIN EVENT. NON-FUNCTIONING, INEFFECTIVE OR DAMAGED CONTROLS SHALL BE REPAIRED, REPLACED OR SUPPLEMENTED WITH FUNCTIONAL CONTROLS WITHIN 24 HOURS OF DISCOVERY.
19. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT MIGRATES INTO THE STORM DRAIN SYSTEM.
20. ANY SEDIMENT THAT HAS MIGRATED OFFSITE WHETHER ONTO PUBLIC OR PRIVATE PROPERTY SHALL BE REMOVED IMMEDIATELY UPON DISCOVERY.
21. ALL EROSION CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS.

PERMANENT AND TEMPORARY TRAFFIC CONTROL

1. MAINTENANCE OF TRAFFIC SHALL INCLUDE ALL SIGNS, BARRICADES, TEMPORARY PAVEMENT MARKINGS, WARNING LIGHTS, PERSONNEL, MAINTENANCE LIMESTONE, TRAFFIC CONTROL DEVICES, SUPERVISION, AND OTHER ITEMS CONCERNING TRAFFIC CONTROL. THERE SHALL BE NO OTHER PAYMENTS MADE FOR THIS WORK. TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD).
2. CONTRACTOR SHALL INVENTORY ALL EXISTING SIGNS AND LOCATIONS WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL REMOVE, SAFELY STORE TO PREVENT DAMAGE AND REINSTALL ANY STREET SIGNS IMPACTED BY THE PROJECT. ONLY SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REMOVED. ANY SIGNS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. ALL SIGNS REPLACED MUST CONFORM TO MUTCD.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING THEIR OWN TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE LATEST MUTCD BASED ON THE SEQUENCE OF CONSTRUCTION AND SUBMIT IT TO THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AT THE BEGINNING OF THE PROJECT AND PROVIDE MODIFIED/UPDATED TRAFFIC CONTROL PLANS.
4. STRIPED MARKINGS ON BARRICADES WITH STRIPE ANGLING DOWNWARD ON A 45-DEGREE ANGLE DOWN AWAY FROM THE OBSTRUCTION OR ANGLE DOWN IN THE DIRECTION OF TRAFFIC DETOUR IS EXPECTED TO FOLLOW.
5. ALL CONSTRUCTION SIGNS SHALL BE IN PLACE BEFORE THE START OF ANY CONSTRUCTION AND SHALL BE PROPERLY MAINTAINED AND REMAIN IN PLACE FOR THE EXTENT OF THE PROJECT.
6. REPLACEMENT OF LOST OR DAMAGED CONSTRUCTION SIGNS OR DEVICES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. LOST OR DAMAGED SIGNS SHALL BE REPLACED IMMEDIATELY. NO PAYMENT SHALL BE MADE FOR SUCH REPLACEMENT OR REPAIR.
7. ALL SIGNS THAT CONFLICT WITH THE CONSTRUCTION OF THE PROJECT SHALL BE COVERED/REMOVED AND RESE BY THE CONTRACTOR. COST TO BE ABSORBED IN MAINTENANCE OF TRAFFIC.
8. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING, AND CONSTRUCTING THE FACILITY SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.
9. ORANGE FLOURESCENT SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGENDS AND BORDER ON WHITE BACKGROUNDS.
10. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.
11. ALL PLASTIC DRUMS AND CONES SHALL HAVE A BALLASTING COLLAR MADE FROM RECYCLED TRUCK TIRES OR OTHER SUITABLE MATERIAL.
12. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.



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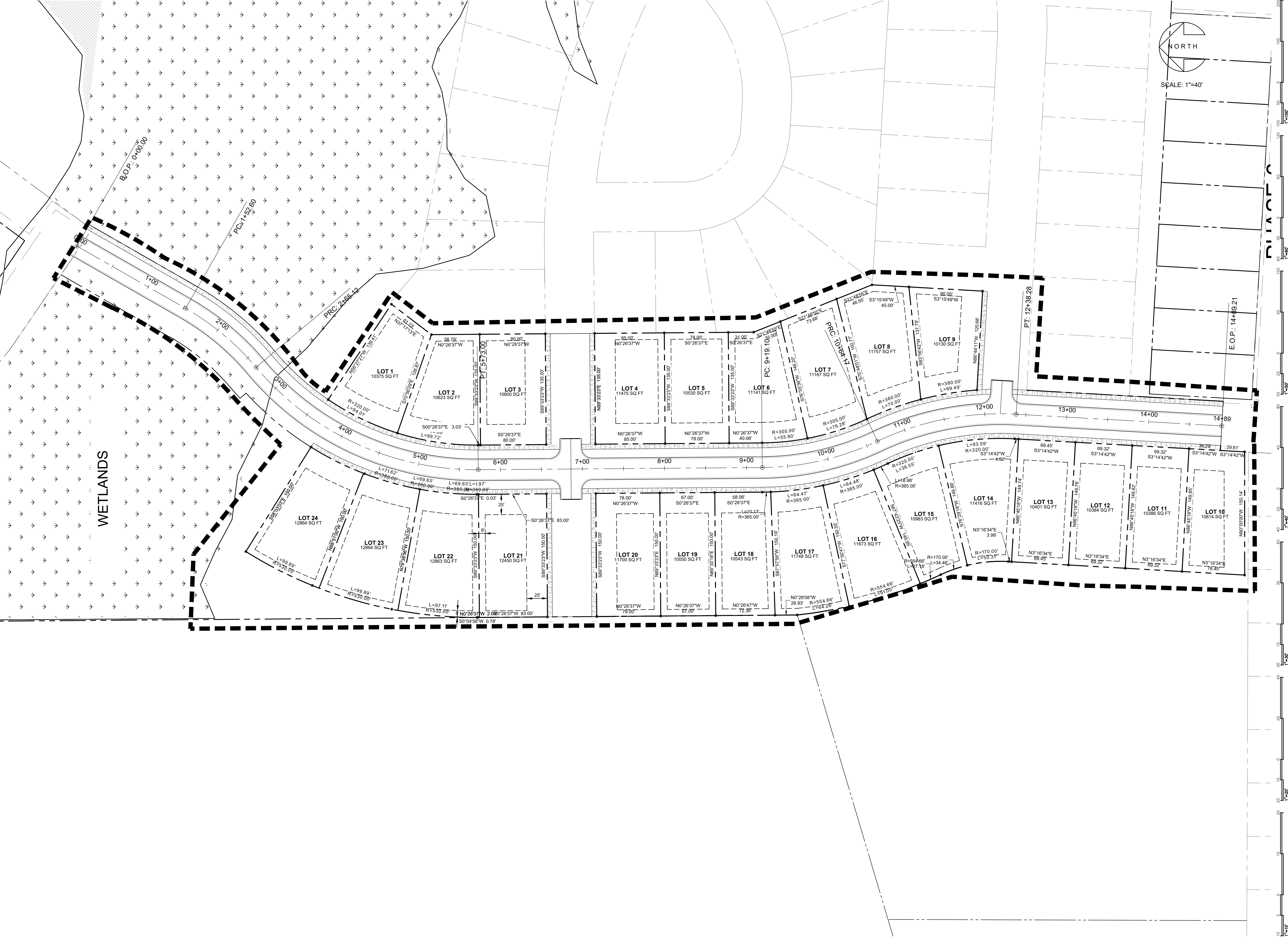
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SITE PLAN & SHEET LAYOUT

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GRADING AND DRAINAGE PLAN

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EROSION CONTROL PLAN

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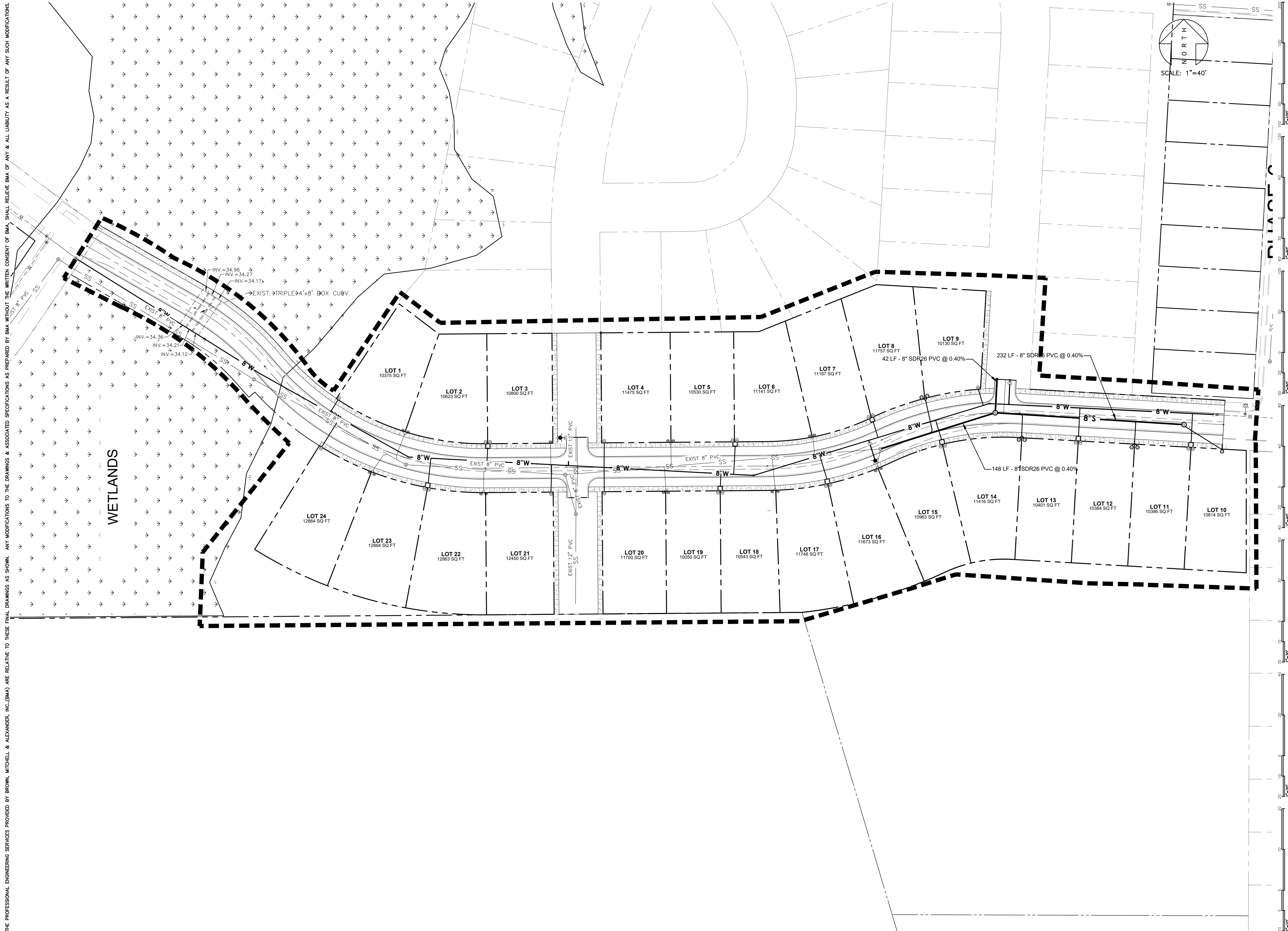
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SEAL

REV	DATE	BY

FLORENCE GARDENS

PHASE IX

GULFPORT, MISSISSIPPI

3405-24 SITE UTILITIES

CAD
ENG
DATE
SCALE
BMA#
FILE

DAC
BJS
1-25-21
1"=40'
3405-24
3405-24 SITE

SHEET

C-151

SEAL

REV	DATE	BY

FLORENCE GARDENS

PHASE IX

GULFPORT, MISSISSIPPI

DATE **DAC**

ENG **BJS**

DATE **1-25-21**

SCALE **1"=40'**

BMA# **3405-24**

FILE **3405-24 SITE**

SHEET

C-151

FLORENCE GARDENS

PHASE IX

GULFPORT, MISSISSIPPI

SITE UTILITIES

**401 Cowan Road,
Gulfport, MS 39507
(228)864-7612**

**131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612**

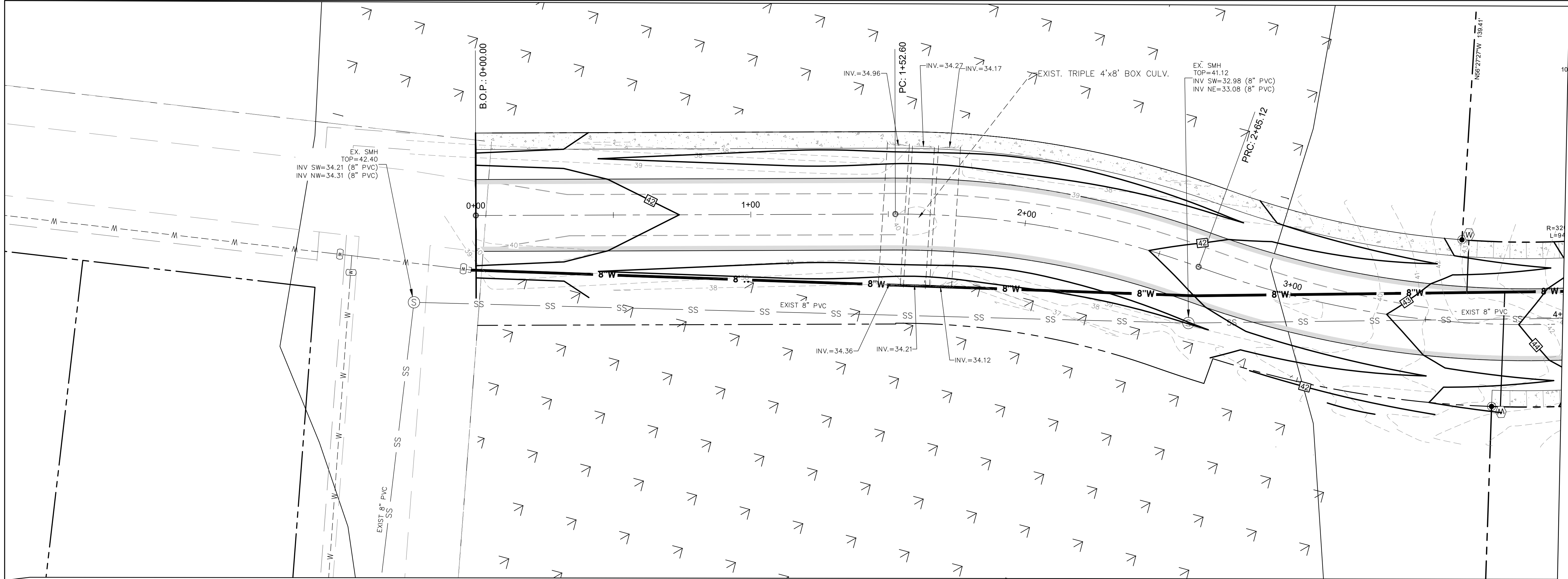
**BROWN, MITCHELL
& ALEXANDER, INC.**

CONSULTING ENGINEERS

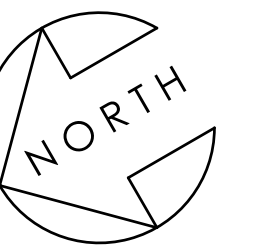
**3221 Market Street
Gulfport, MS 39567
(228)864-7612**

www.bmaengineers.com

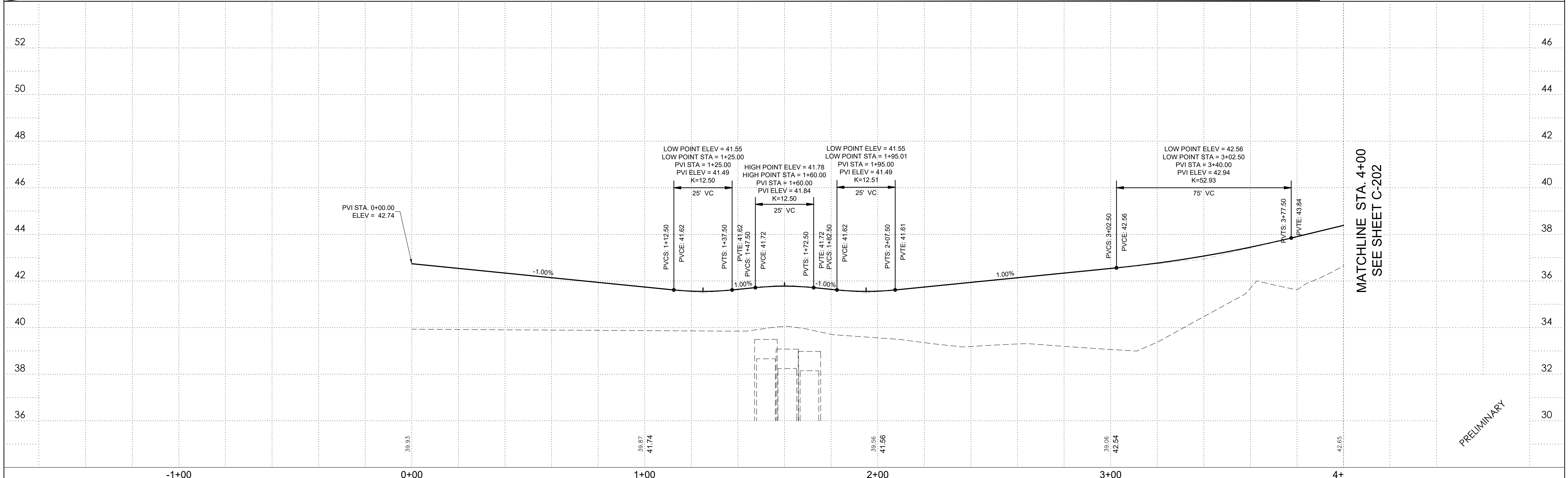
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



MATCHLINE STA. 4+00
SEE SHEET C-202



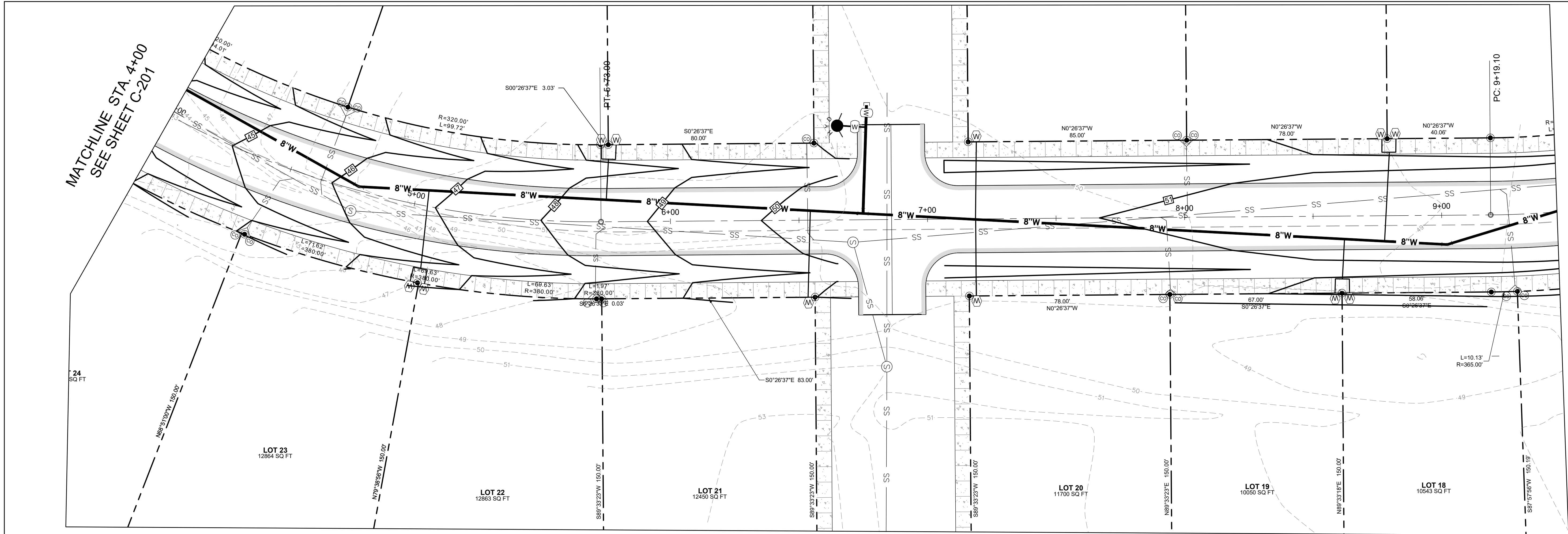
SCALE: HORIZ. 1"=20'
VERT. 1"=2'



MATCHLINE STA. 4+00
SEE SHEET C-202

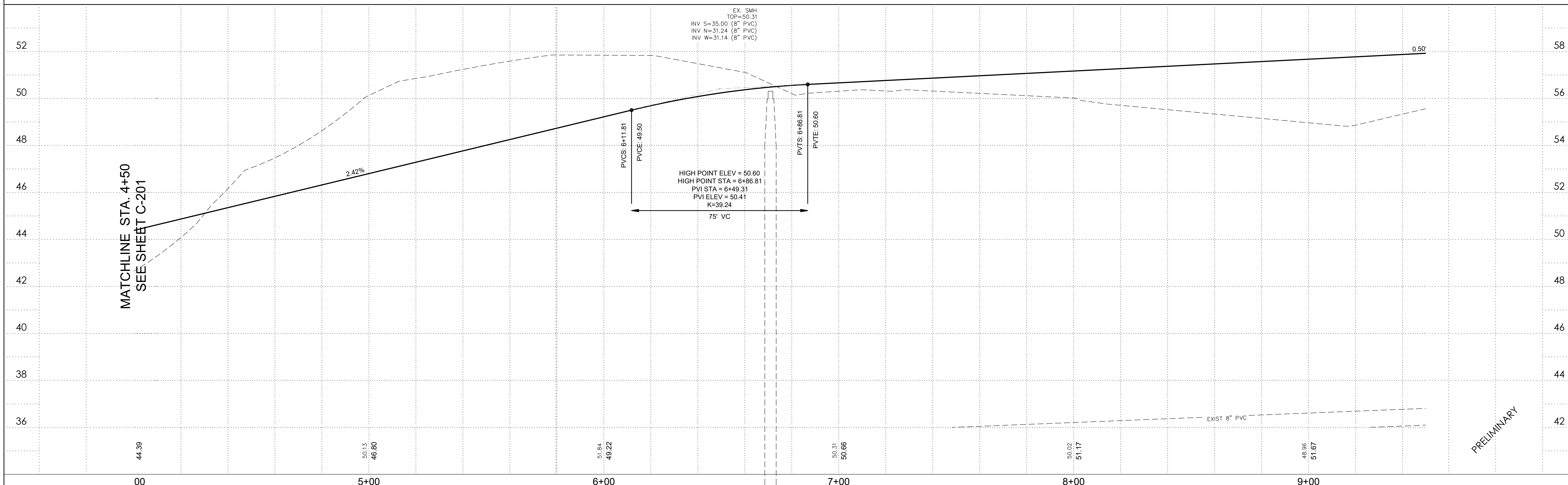
PRELIMINARY

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

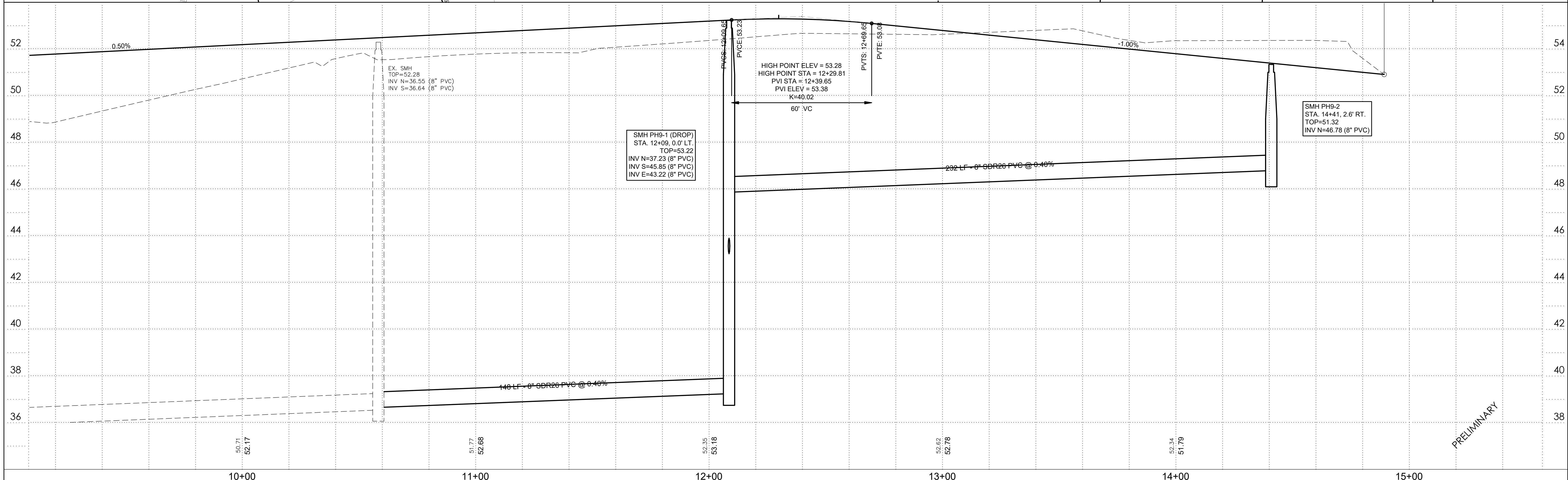
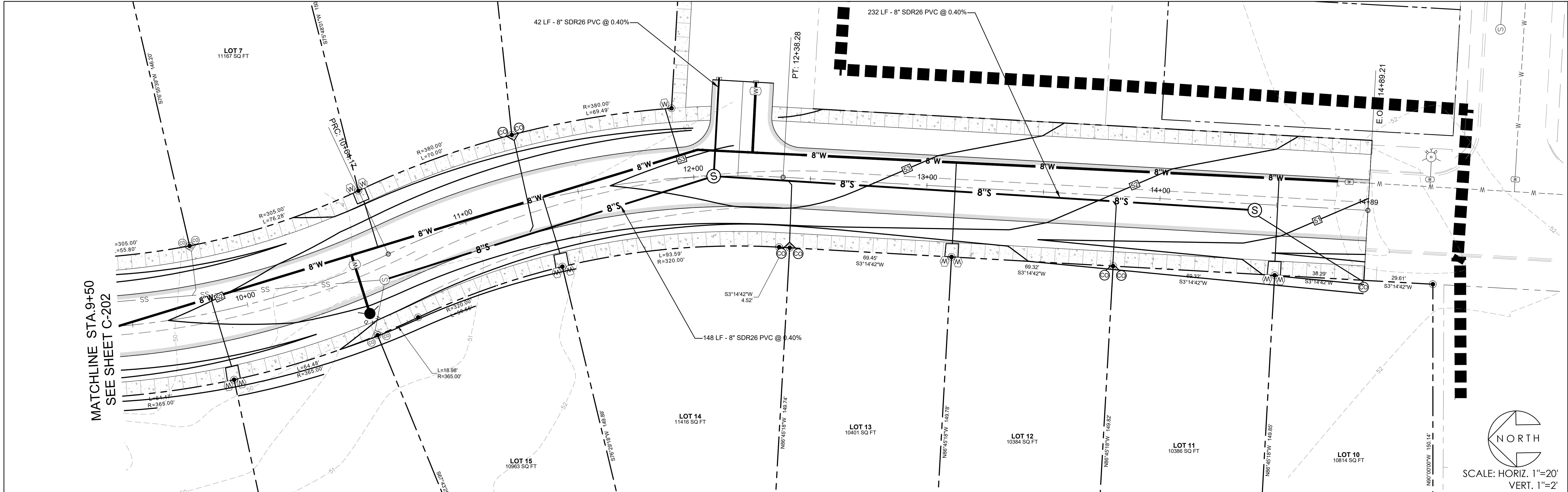


NORTH

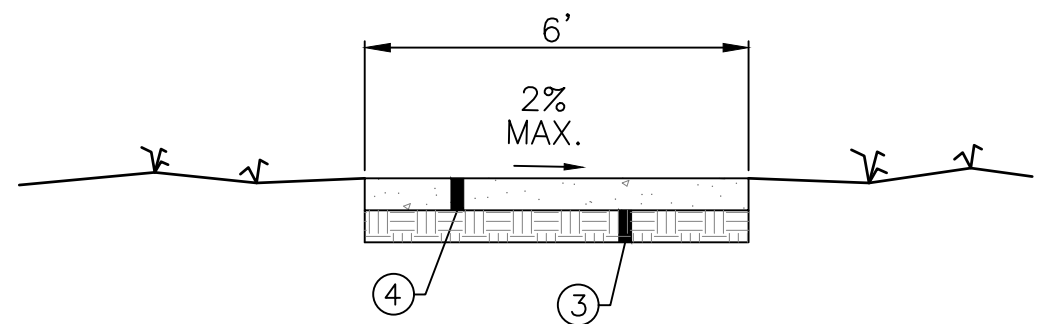
SCALE: HORIZ. 1"=20'
VERT. 1"=2'



THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

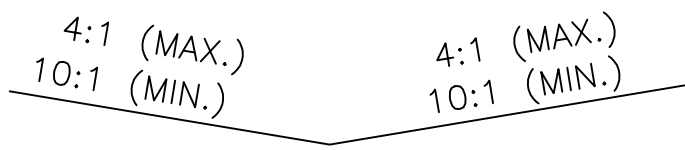


THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



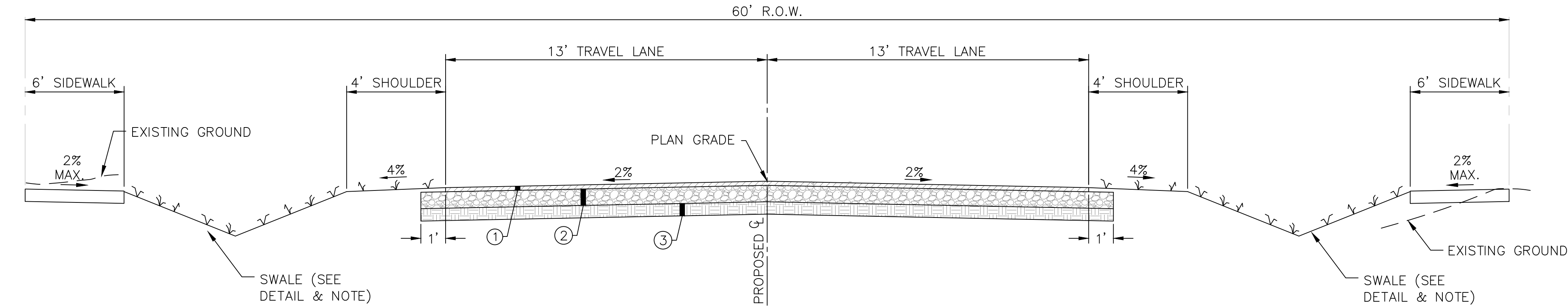
TYPICAL SIDEWALK DETAIL

- √ AREA TO BE VEGETATED PER SPECIFICATIONS
- ③ 6" PREPARED SUBGRADE (COMPACTED TO 95% MODIFIED PROCTOR)
 - ④ CONCRETE SIDEWALK (4" THICK)



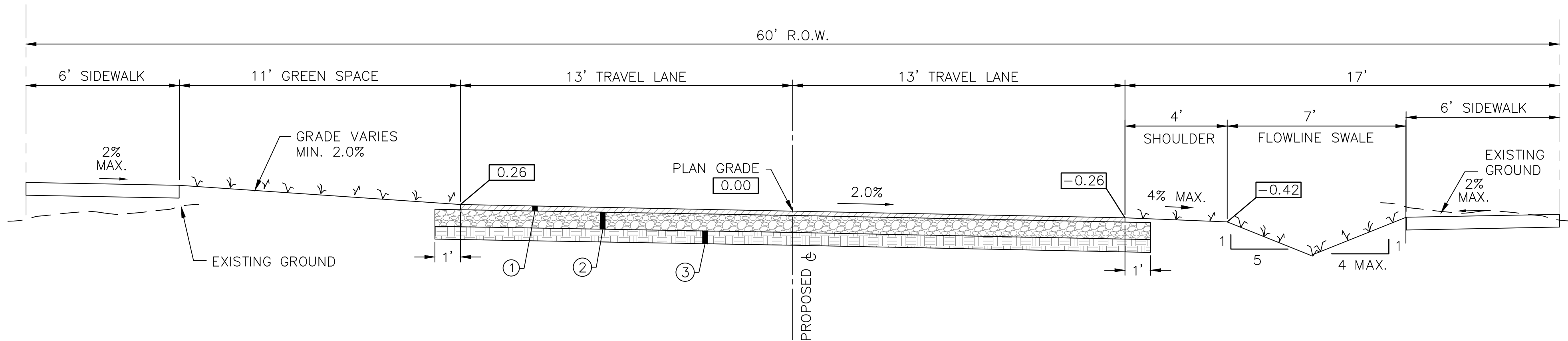
TYPICAL SWALE SECTION
N.T.S.

NOTE: SWALE SLOPES MAY VARY FROM 4:1 (MAX.) TO 10:1 (MIN.) IN ORDER TO AVOID UNNECESSARY TREE REMOVAL.



ALPHABET ROAD
SCALE: 1" = 3'

- ① 3" HMA SURFACE
- ② 10" SOIL CEMENT BASE (SEE SPECIFICATIONS FOR MIXING AND CONSTRUCTION REQUIREMENT)
- ③ 6" PREPARED SUBGRADE (COMPACTED TO 95% MODIFIED PROCTOR)



ALPHABET ROAD
SCALE: 1" = 3'

- ① 3" HMA SURFACE
- ② 10" SOIL CEMENT BASE (SEE SPECIFICATIONS FOR MIXING AND CONSTRUCTION REQUIREMENT)
- ③ 6" PREPARED SUBGRADE (COMPACTED TO 95% MODIFIED PROCTOR)

√ AREA TO BE VEGETATED PER SPECIFICATIONS

- ① 3" HMA SURFACE
- ② 10" SOIL CEMENT BASE (SEE SPECIFICATIONS FOR MIXING AND CONSTRUCTION REQUIREMENT)
- ③ 6" PREPARED SUBGRADE (COMPACTED TO 95% MODIFIED PROCTOR)

BMA
BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS



SEAL

REV DATE BY

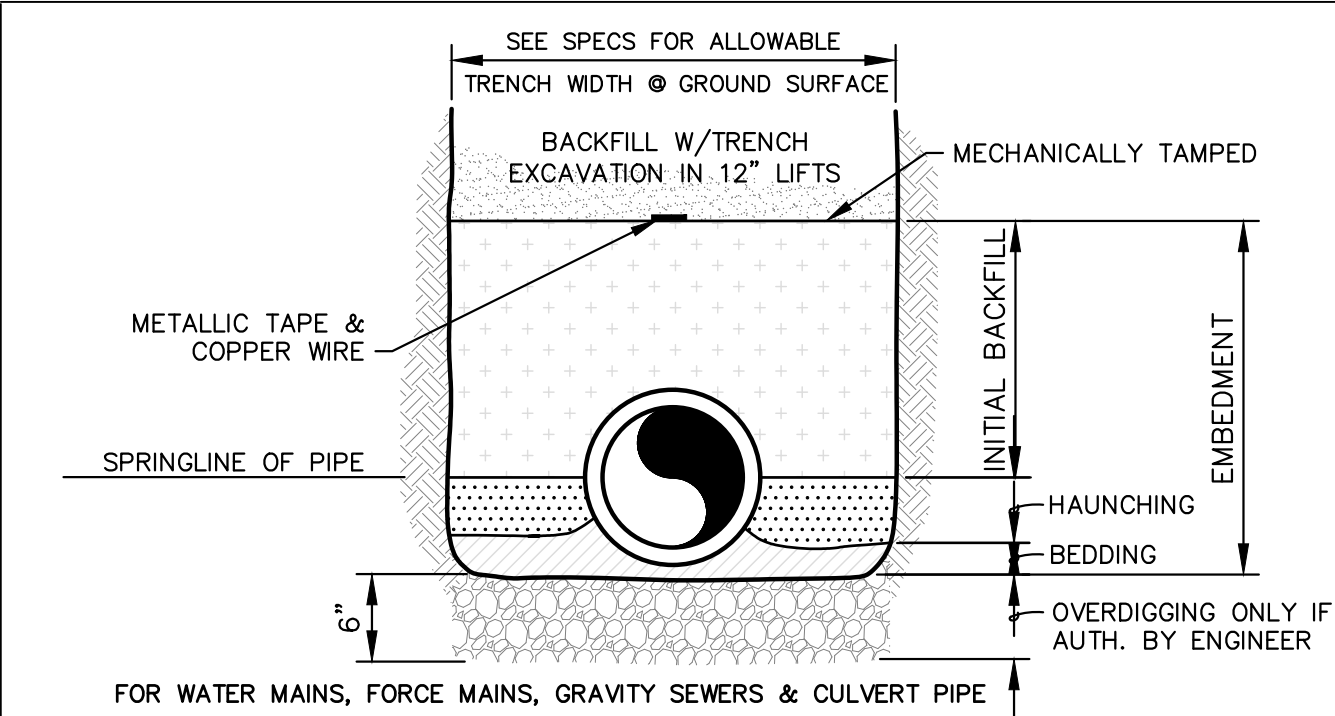
FLORENCE GARDENS
PHASE IX
GULFPORT, MISSISSIPPI
X-SECTIONS / ROAD SECTIONS

CAD ENG DATE SCALE BMA# FILE
DAC BJS 1-25-21 1"=20' 3405-24 3405-24 SITE

SHEET

C-301

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



PIPE EMBEDMENT AND BACKFILL

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAVED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 90 PERCENT STANDARD PROCTOR (95% UNDER EXISTING OR PROPOSED STRUCTURES, ROADS, DRIVING SURFACES OR SIDEWALKS) WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 90 PERCENT STANDARD PROCTOR (95% UNDER EXISTING OR PROPOSED STRUCTURES, ROADS, DRIVING SURFACES OR SIDEWALKS) FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

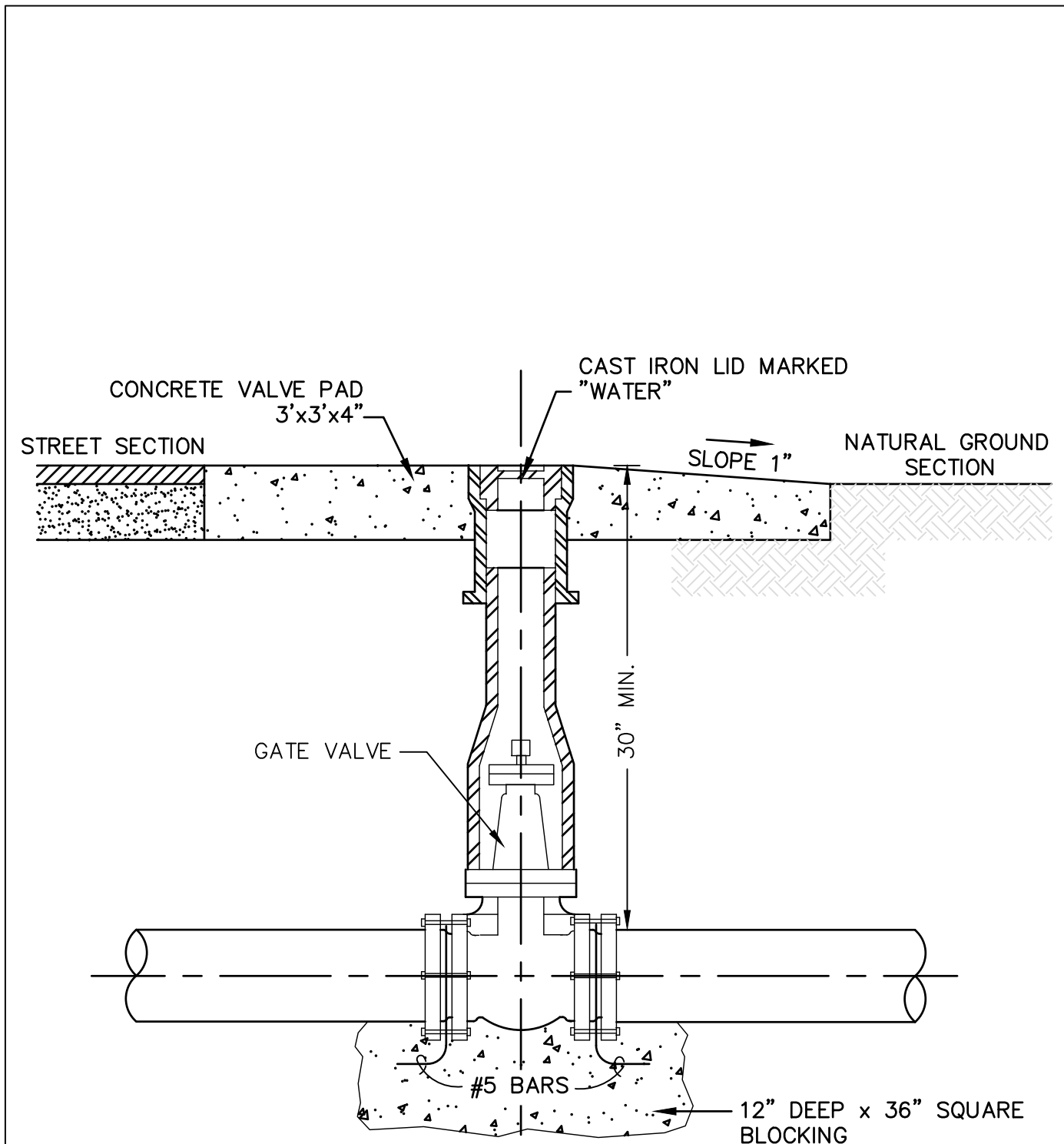
METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

PIPE EMBEDMENT & BACKFILL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: PIPEBED2	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



ENGINEERING & PUBLIC WORKS DEPARTMENT
4000 HERMES AVENUE, GULFPORT, MS 39507
PH: 228-868-5812 FAX: 228-868-5822

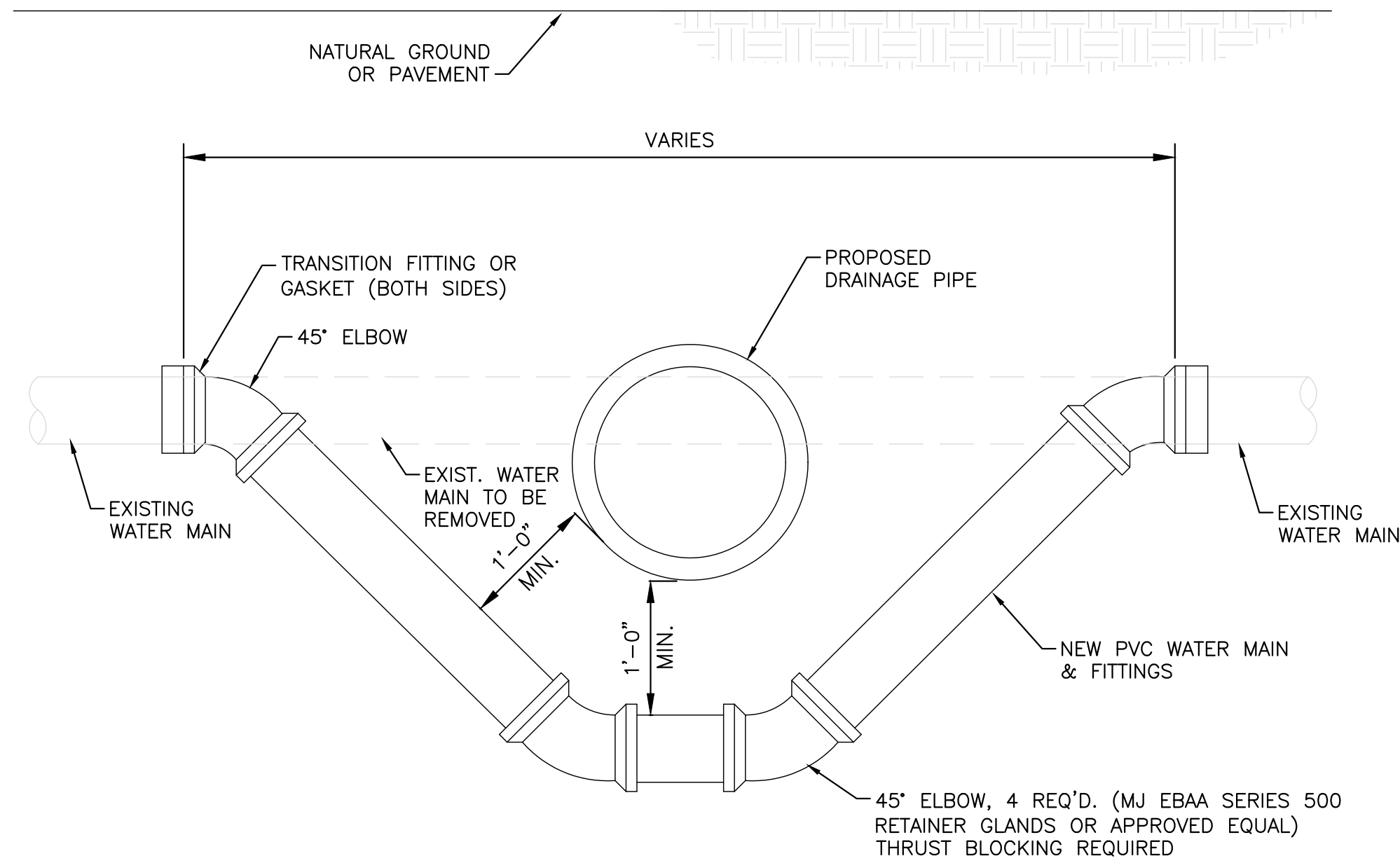


TYPICAL GATE VALVE ASSEMBLY		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02663	
DR. BY:	FILE: GATEVALVE	

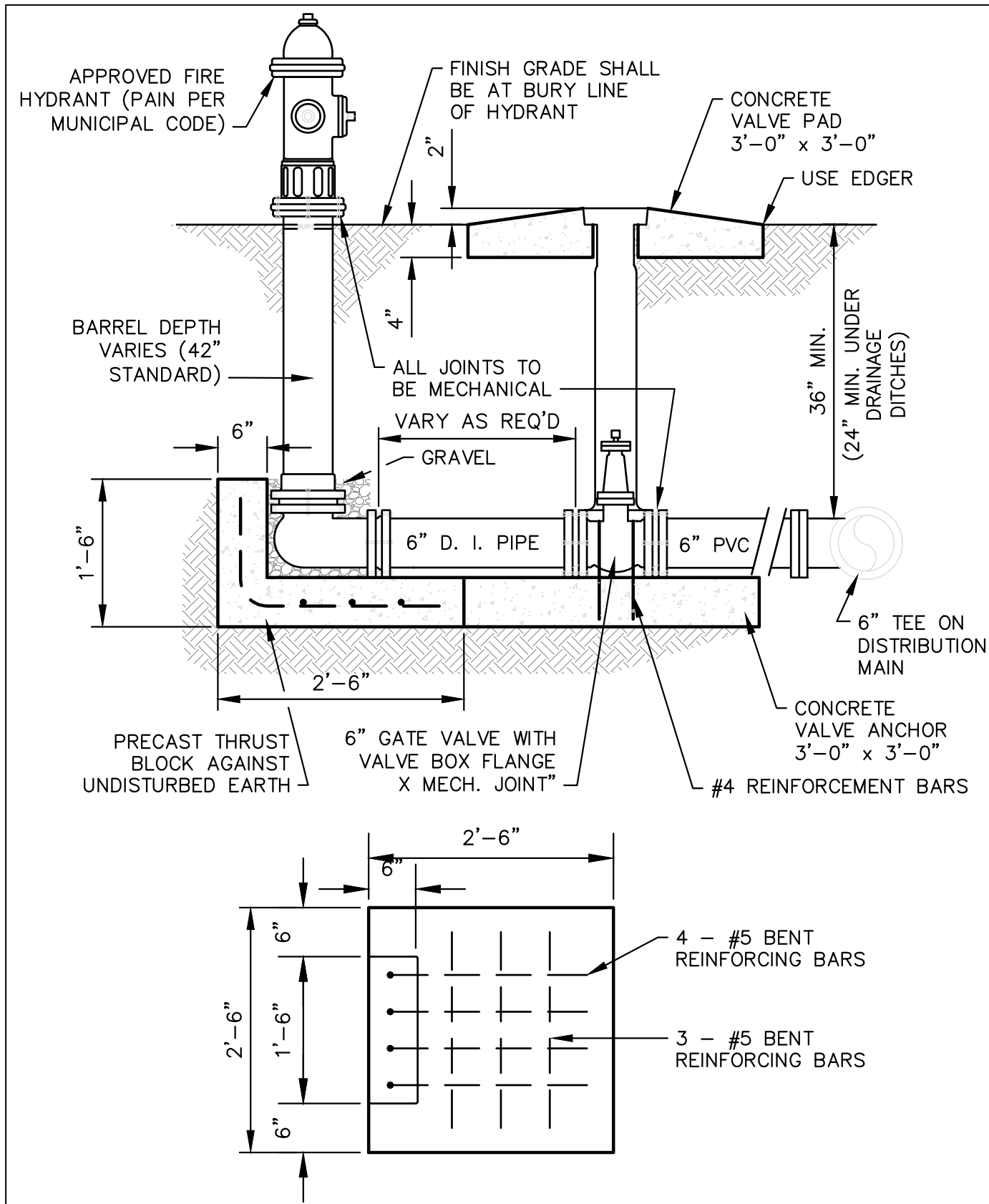
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



ENGINEERING & PUBLIC WORKS DEPARTMENT
4000 HERMES AVENUE, GULFPORT, MS 39507
PH: 228-868-5812 FAX: 228-868-5822



WATER MAIN ADJUSTMENT
SCALE: 1" = 1'
NOTE: THIS ADJUSTMENT TO BE USED ONLY WHEN REQUIRED BY ENGINEER.

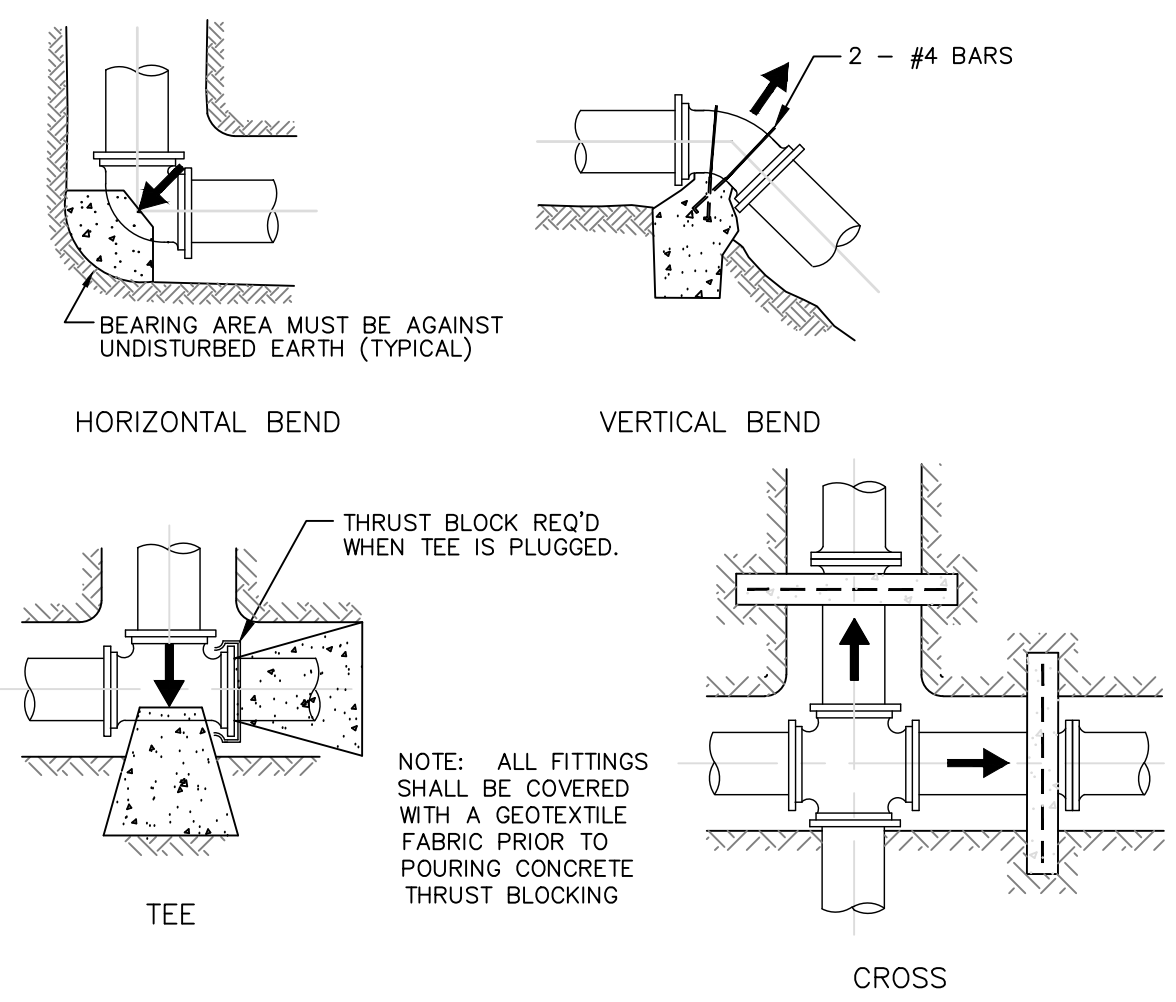


FIRE HYDRANT ASSEMBLY		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02664	
DR. BY:	FILE: FIERYHD	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



ENGINEERING & PUBLIC WORKS DEPARTMENT
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PH: 228-868-5812 FAX: 228-868-5822



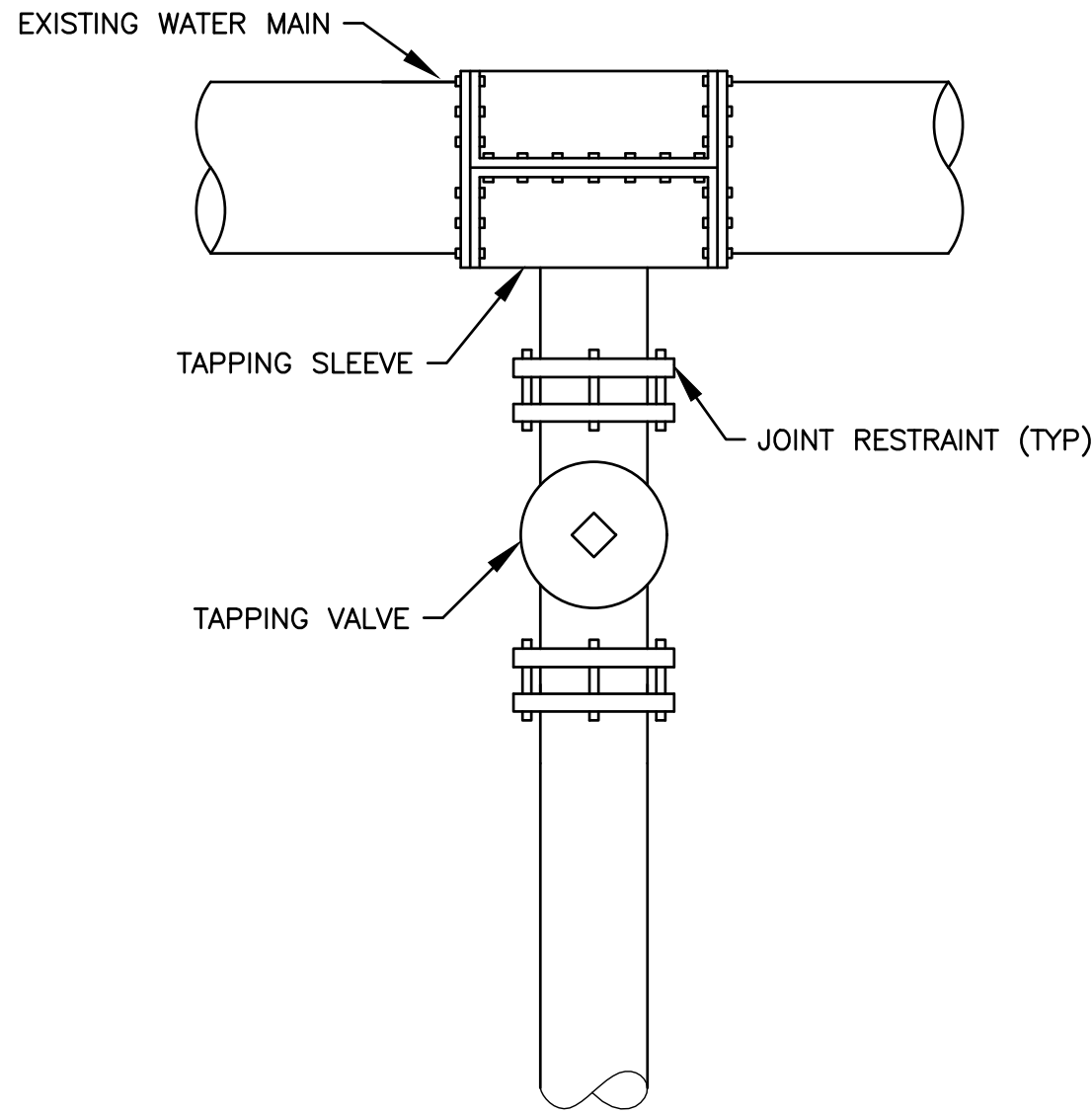
BEARING AREAS FOR THRUST BLOCKING IN SQUARE FEET						
FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.6	3.9	5.6	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5

WATER MAIN THRUST BLOCKING		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: BLOCKING	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



ENGINEERING & PUBLIC WORKS DEPARTMENT
4000 HERMES AVENUE, GULFPORT, MS 39507
PH: 228-868-5812 FAX: 228-868-5822

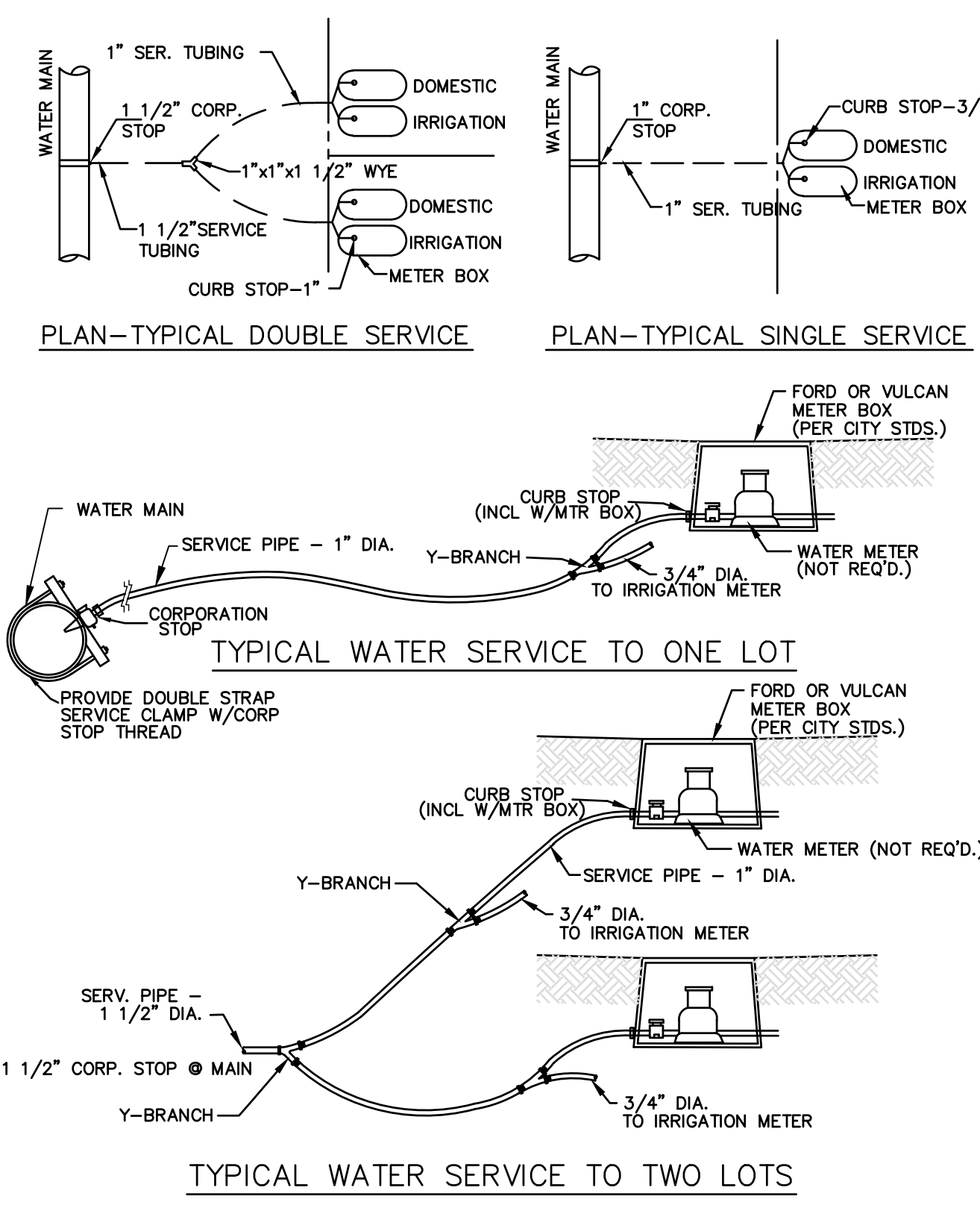


TAPPING VALVE & SLEEVE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02662	
DR. BY:	FILE: TAPVALVE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



ENGINEERING & PUBLIC WORKS DEPARTMENT
4000 HERMES AVENUE, GULFPORT, MS 39507
PH: 228-868-5812 FAX: 228-868-5822



TYPICAL WATER SERVICES		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02661	
DR. BY:	FILE: WTRSRV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



ENGINEERING & PUBLIC WORKS DEPARTMENT
4000 HERMES AVENUE, GULFPORT, MS 39507
PH: 228-868-5812 FAX: 228-868-5822



SEAL

REV	DATE	BY

**FLORENCE GARDENS
PHASE IX**
GULFPORT, MISSISSIPPI

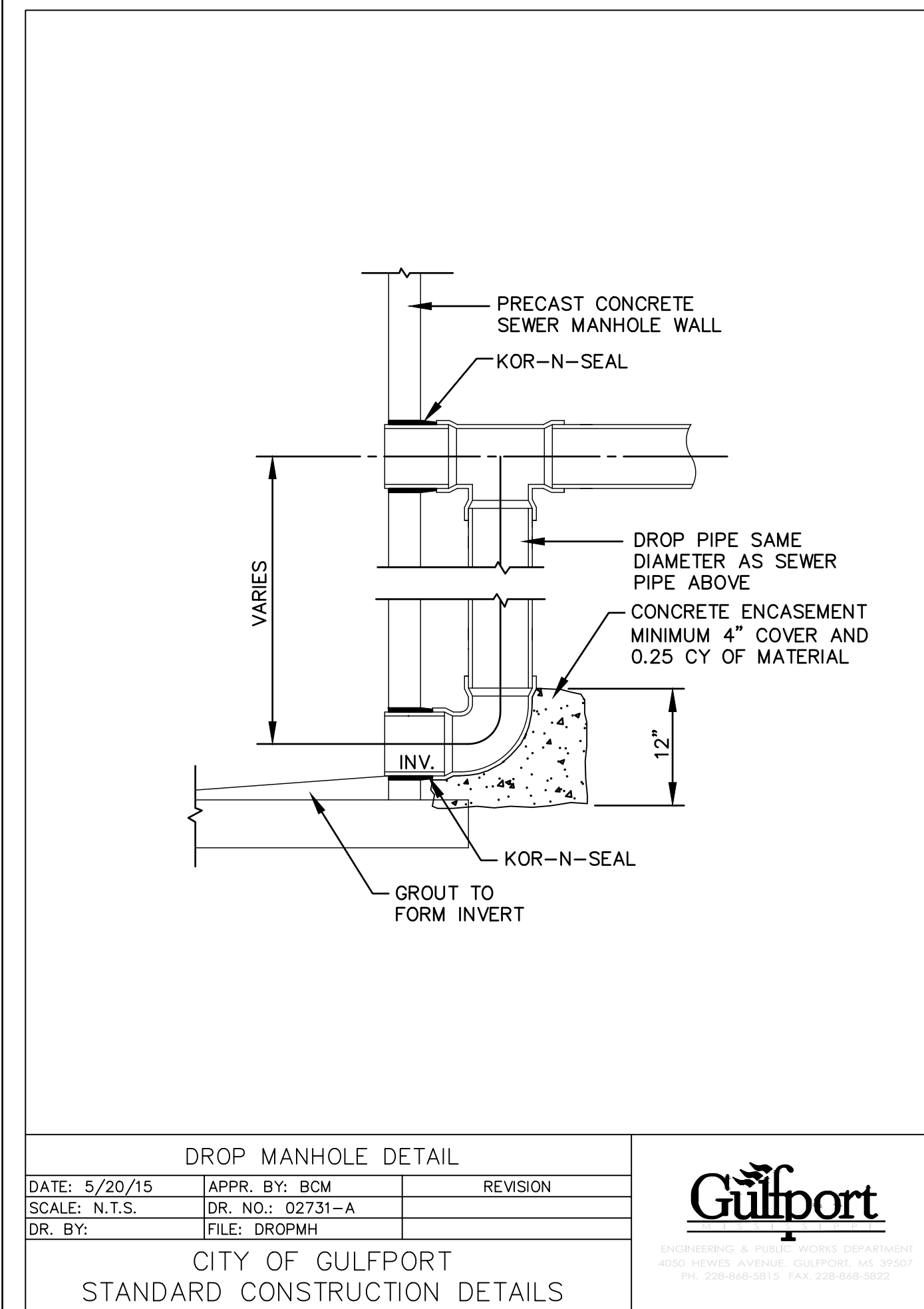
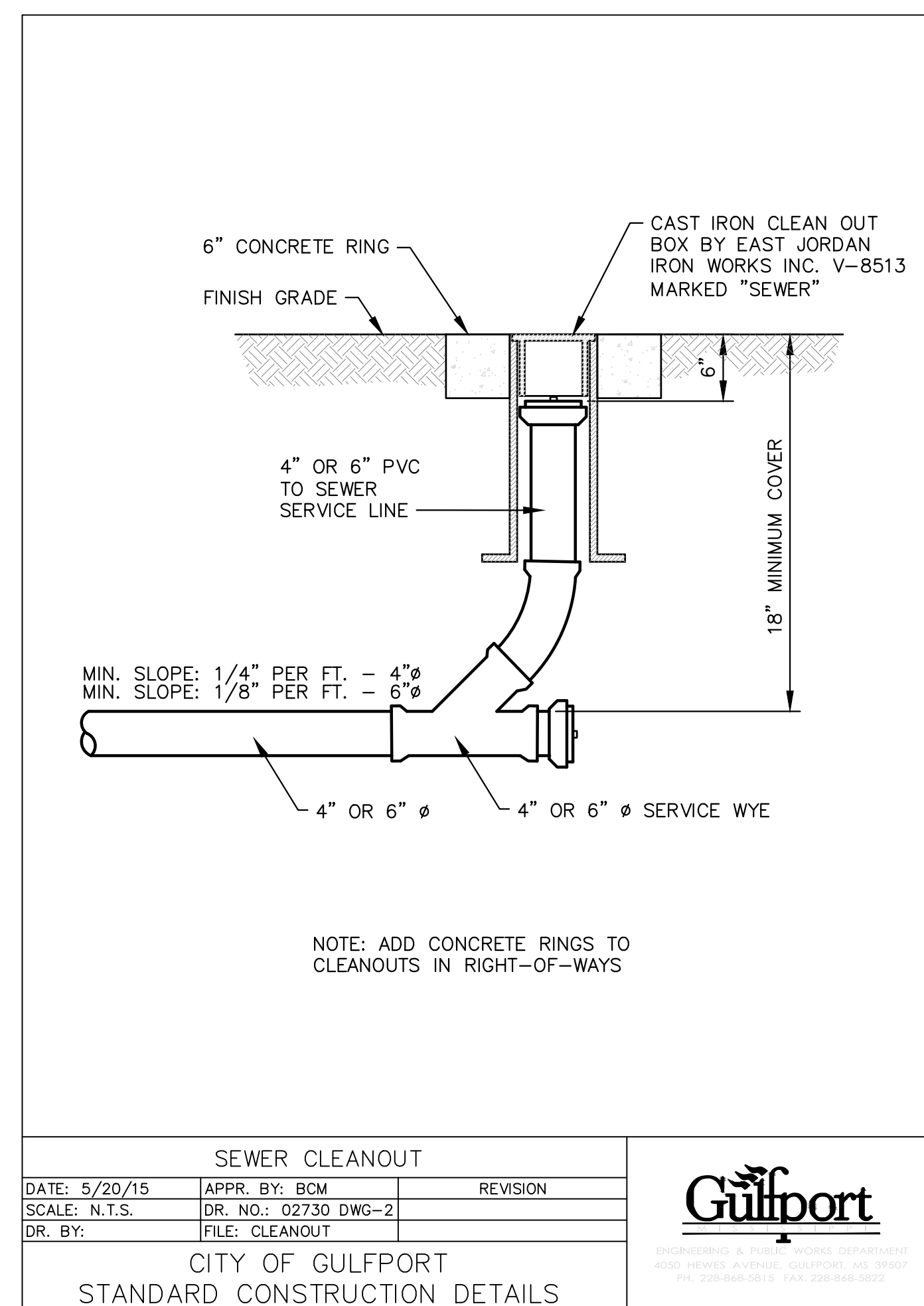
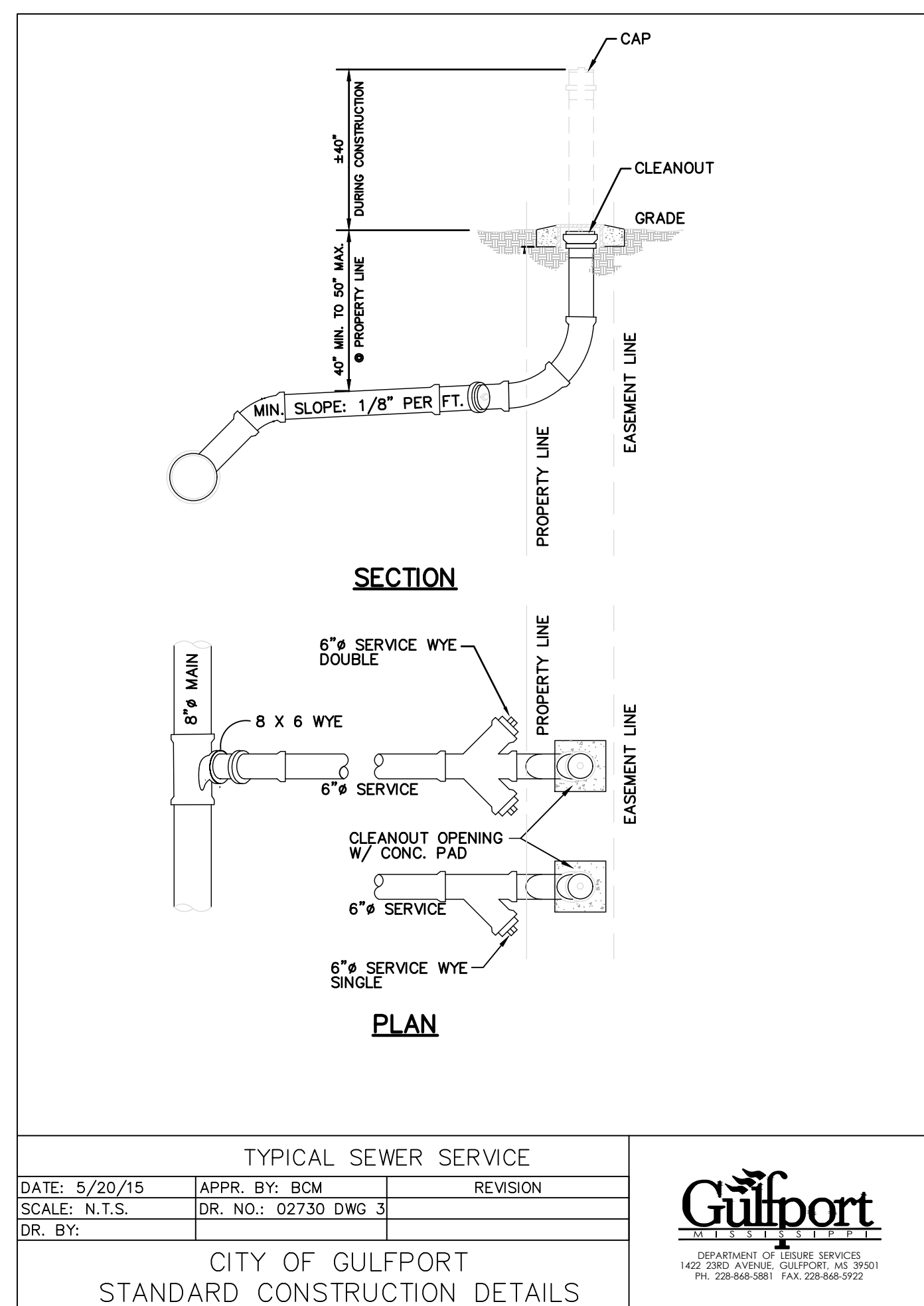
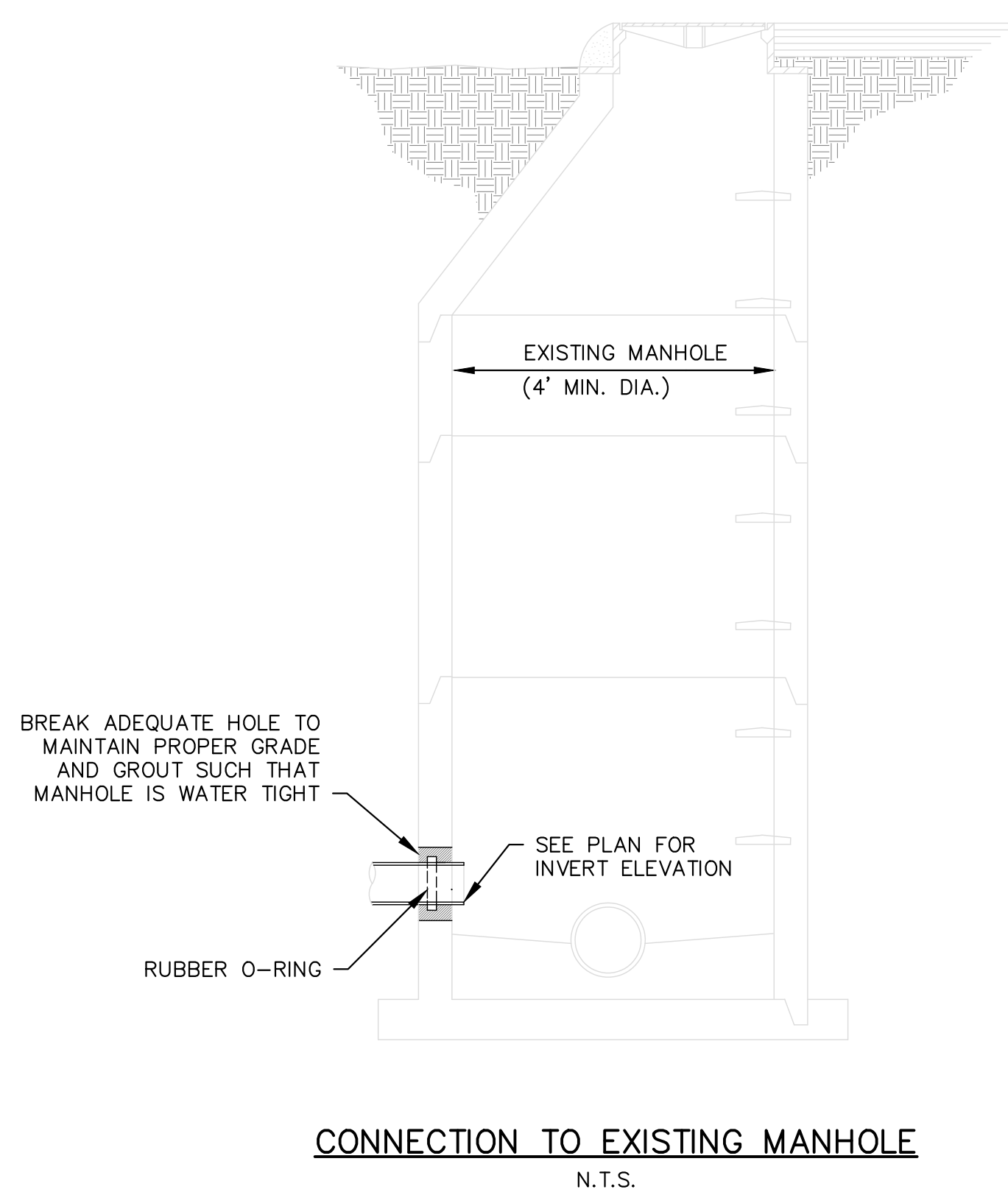
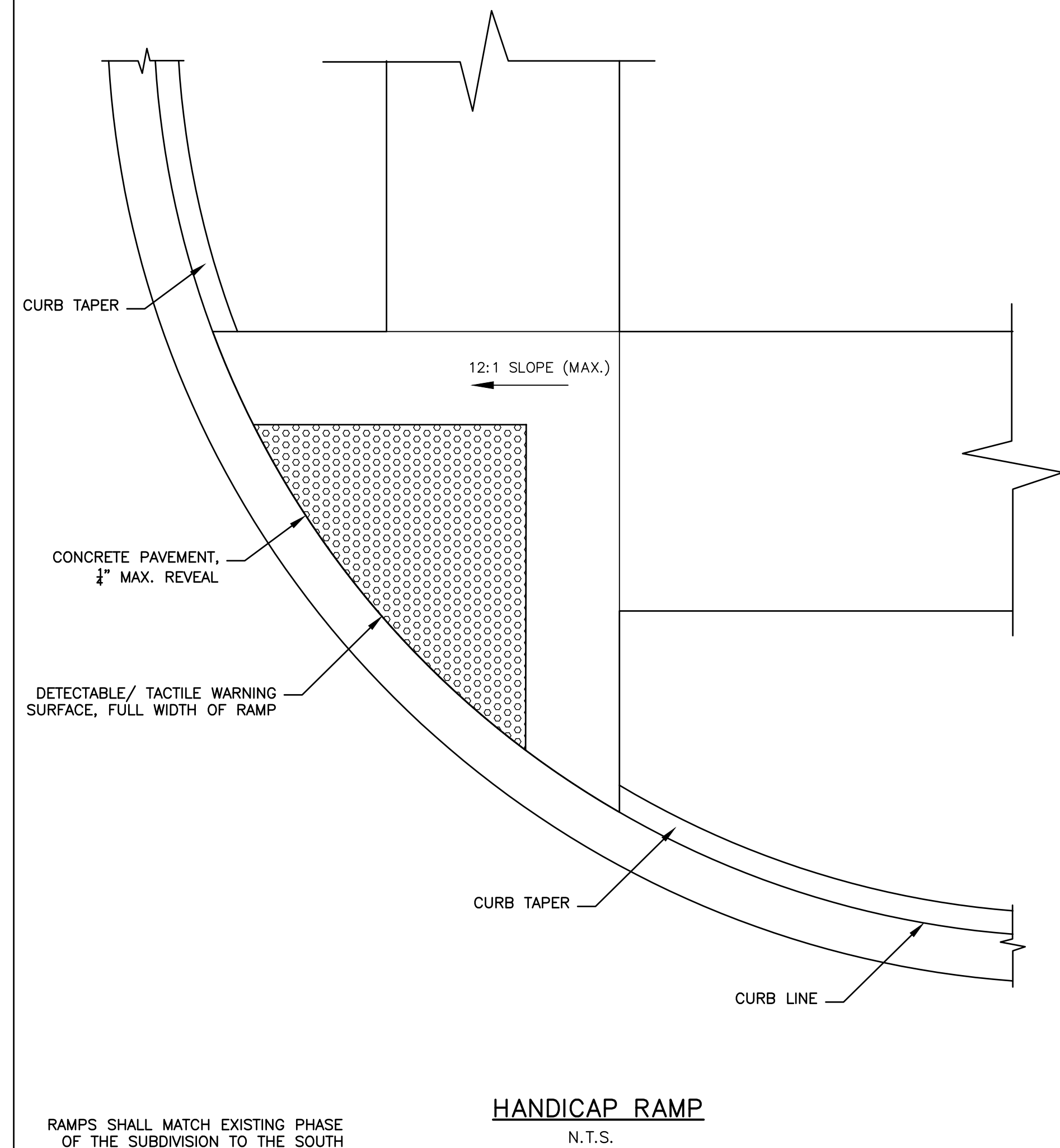
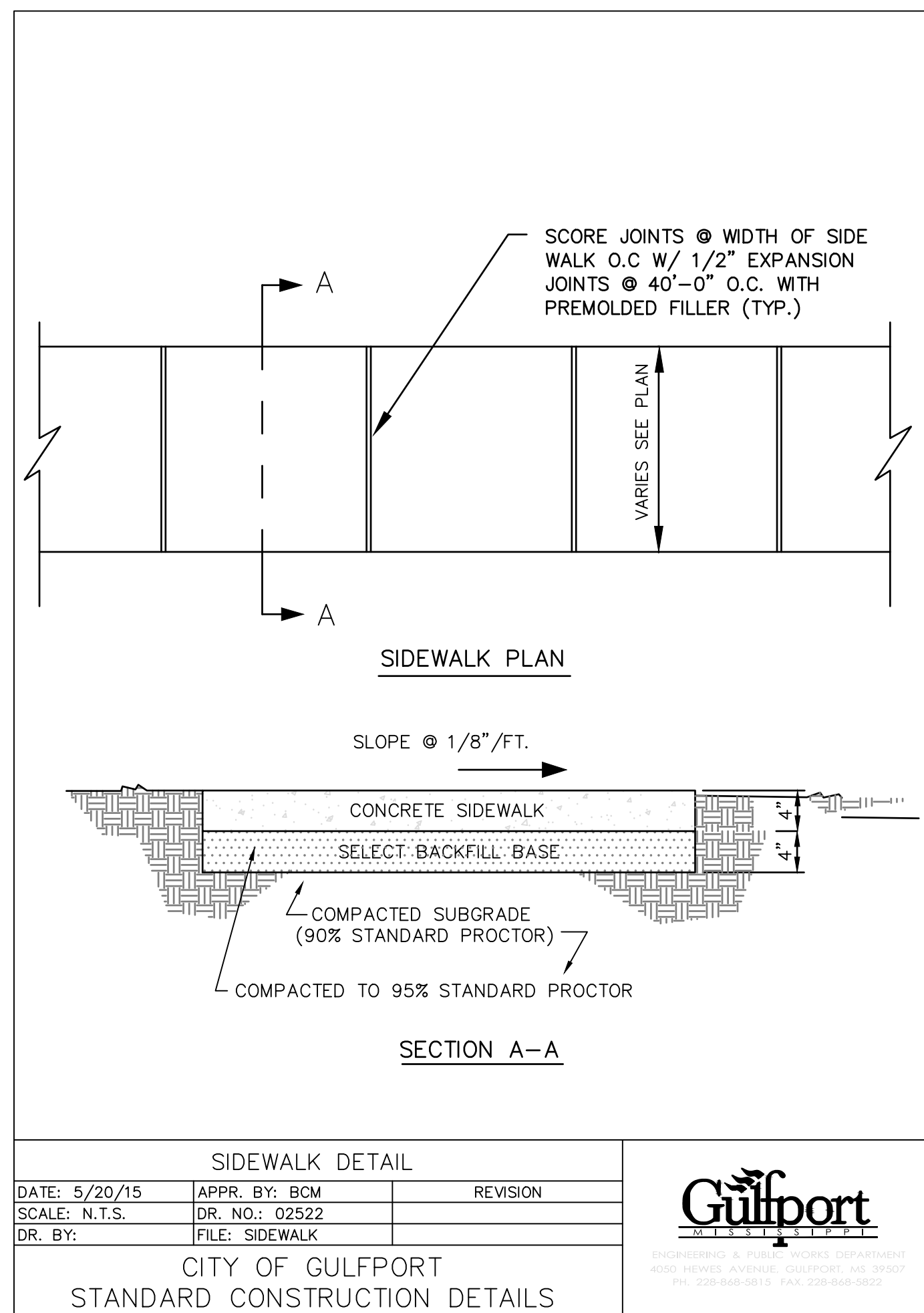
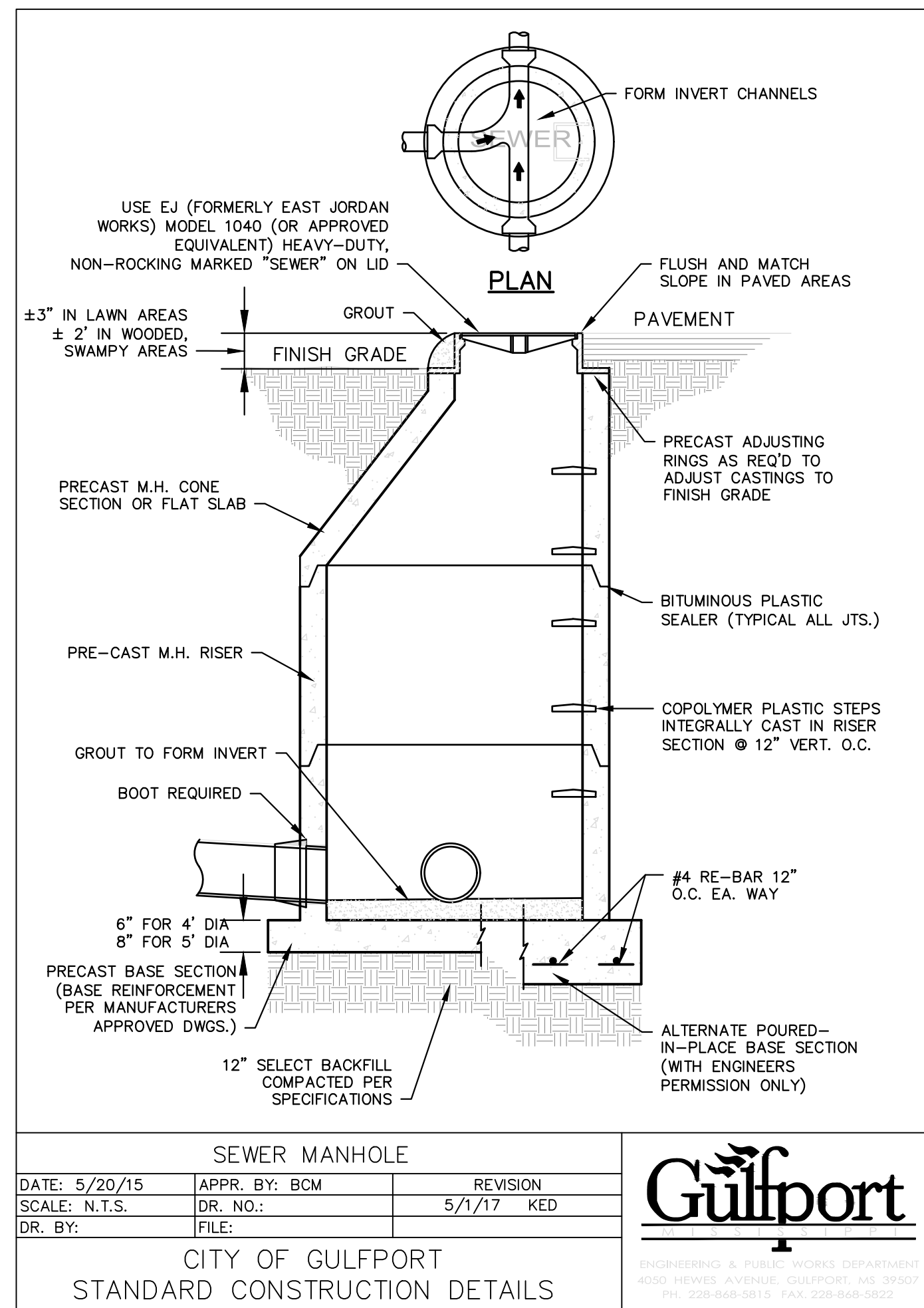
CAD	DAC
ENG	BJS
DATE	1-25-21
SCALE	AS SHOWN
BMA#	3405-24
FILE	3405-24 SITE

SHEET

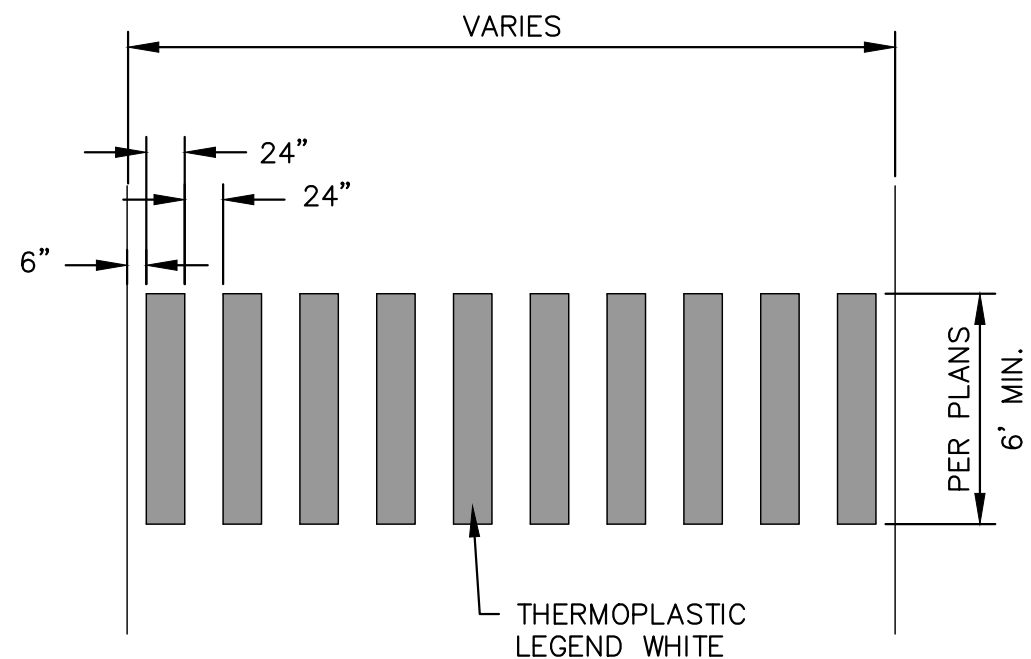
C-501

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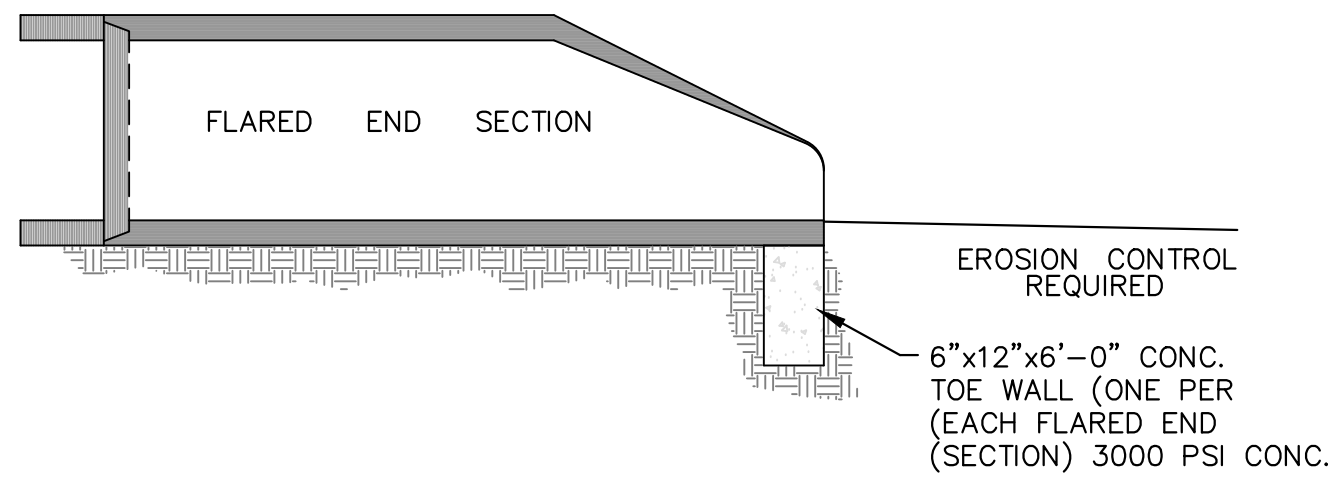
401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)844-7612
131 Rue Magnolia
Biloxi, MS 39250
(228)436-7612



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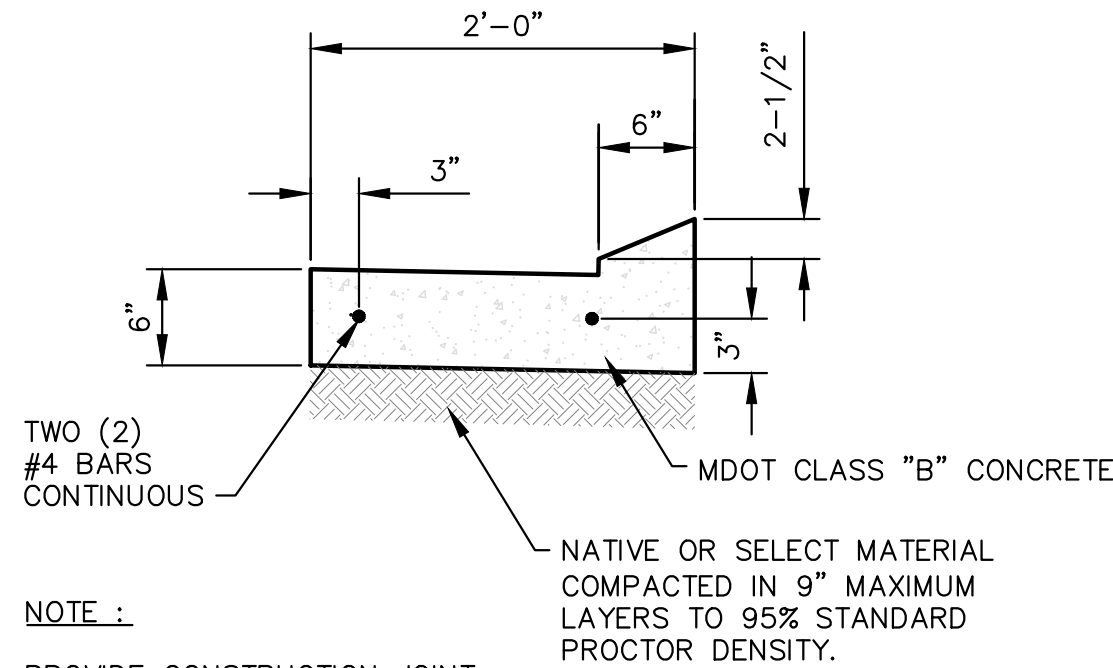


CROSSWALK MARKING DETAIL
SCALE: 1" = 5'



TOEWALL SECTION				
DATE: 5/11/95	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 2534			
DR. BY:				

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



NOTE:

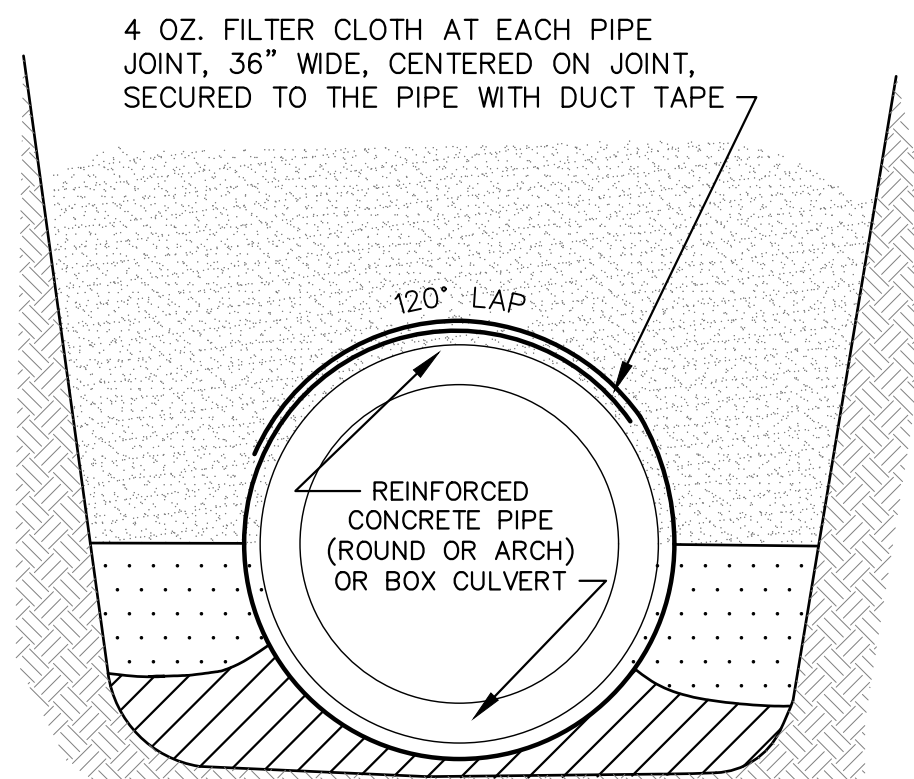
PROVIDE CONSTRUCTION JOINT
AT 10' O.C., 1/2" EXPANSION
JOINT AT 50' O.C. MAX.

MOUNTABLE CURB & GUTTER DETAIL			
DATE: 5/20/15	APPR. BY: BCM	REVISION	
SCALE: N.T.S.	DR. NO.: 02521		
DR. BY:	FILE: MNTCURB		

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



ENGINEERING & PLANNING DEPARTMENT
4050 HERMES AVENUE, GULFPORT, MS 39507
TEL: 228-868-5815 FAX: 228-868-5822

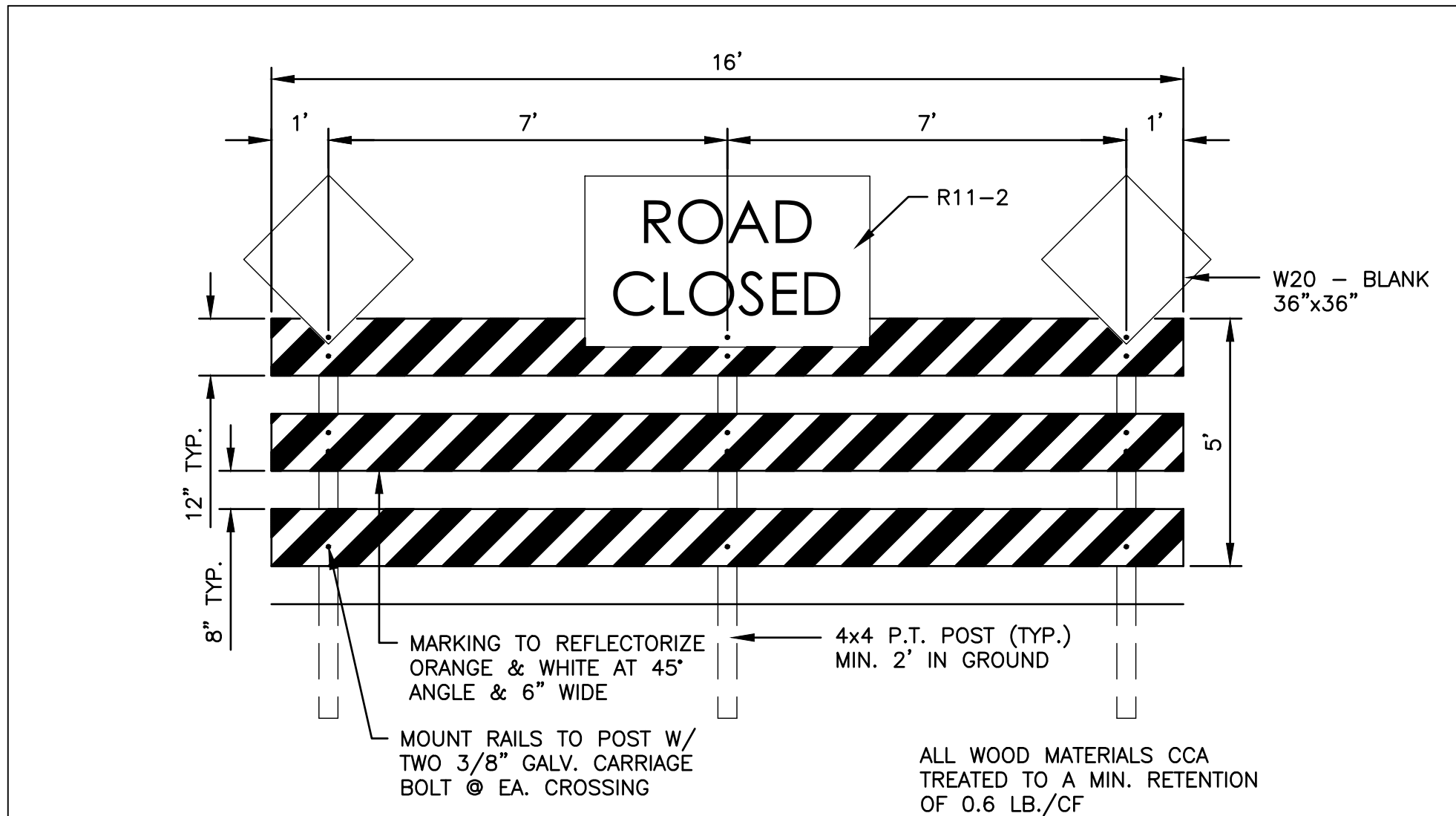


STORM DRAIN PIPE WRAP			
DATE: 5/20/15	APPR. BY: BCM	REVISION	
SCALE: N.T.S.	DR. NO.: 02722 DWG 1		
DR. BY:	FILE: PIPE WRAP		

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



ENGINEERING & PLANNING DEPARTMENT
4050 HERMES AVENUE, GULFPORT, MS 39507
TEL: 228-868-5815 FAX: 228-868-5822

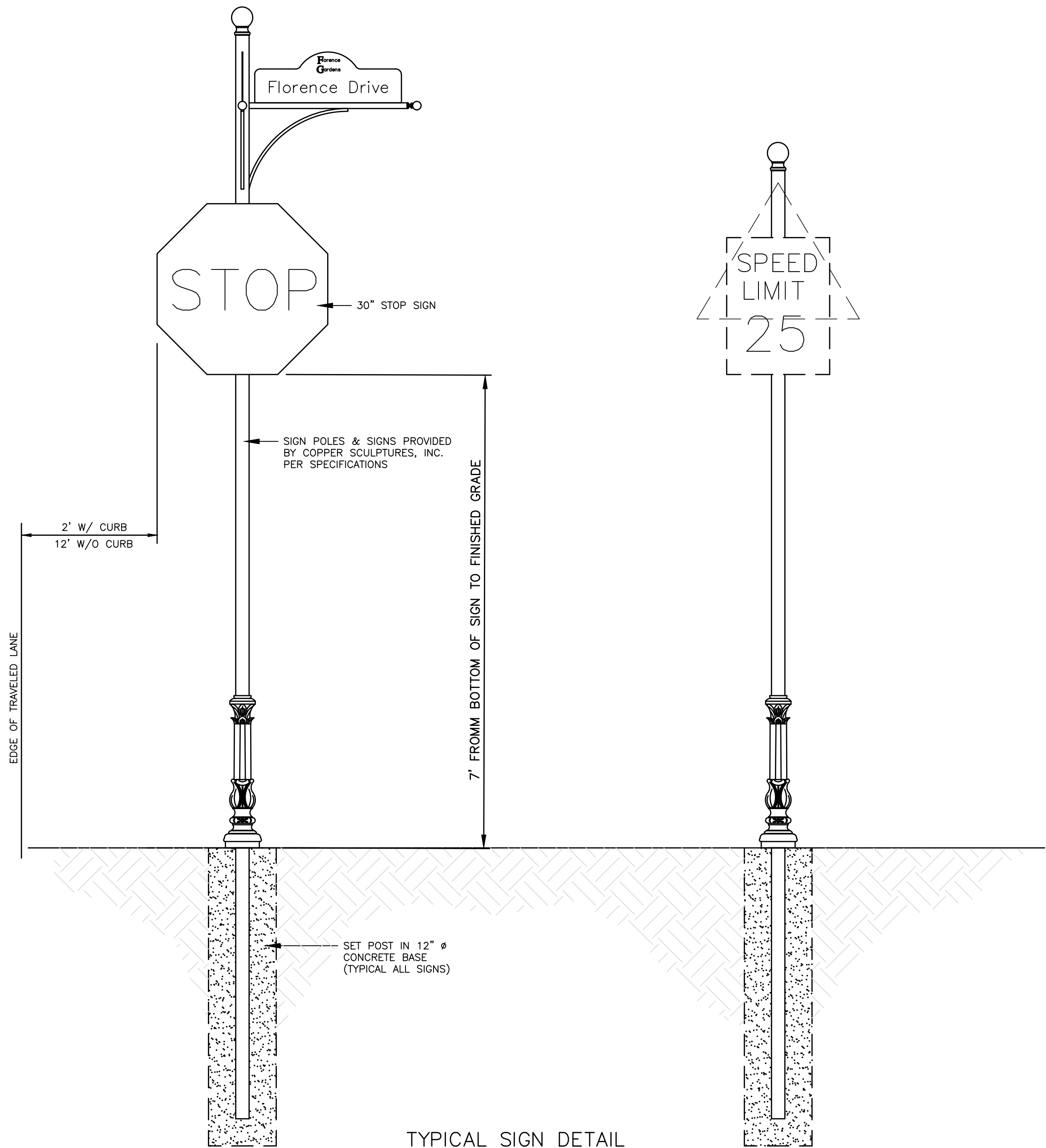


BARRICADE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585 DWG.-2	
DR. BY:	FILE: BARRICADE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



ENGINEERING & PLANNING DEPARTMENT
4050 HERMES AVENUE, GULFPORT, MS 39507
TEL: 228-868-5815 FAX: 228-868-5822



TYPICAL SIGN DETAIL
N.T.S.



SEAL

REV DATE BY

FLORENCE GARDENS
PHASE IX
GULFPORT, MISSISSIPPI
CONSTRUCTION DETAILS

CAD DBC
ENG BJS
DATE 1-25-21
SCALE AS SHOWN
BMA# 3405-24
FILE 3405-24 SITE

SHEET

C-504

BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com

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Suite A,
Gulfport, MS 39507
(228)864-7612
131 Rue Magnolia
Bldg. MS 39530
(228)436-7612

3221 Market Street
Gulfport, MS 39507
(228)864-7612

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
			Florence Gardens, LLC (Owner)	12321 Preservation Dr	GULFPORT	MS	39503
			Brown, Mitchell & Alexander, INC	131 Rue Magnolia	BILOXI	MS	35930
n			Adjacent Property Owners				
	129006	0908C-01-001.011	BAKER DONALD G & MARY A -TRUSTEES-	13059 HARTLEY CIR	GULFPORT	MS	39503
	53688	0908E-01-063.000	BALDWIN CLAUDIA V	113 BIG SKY DR	GULFPORT	MS	39503
	105582	0907N-01-003.003	BANKS ANNEITTA E	15350 HWY 49 N	GULFPORT	MS	39503
	144635	0908C-01-001.046	BARANELLO JOHN PAUL & PAMELA ANN	8502 NORTH EAST PINES DR	MERIDIAN	MS	39305
	129031	0908F-01-018.000	BARBAY TROY & JILL JOIA	12366 THREE RIVERS RD	GULFPORT	MS	39503
	134514	0908F-01-002.039	BATEMAN SHERRY DIANA & PHILLIP E	13145 WHISTLE COURT	GULFPORT	MS	39503
	129045	0908F-01-032.000	BENTZ JULIE	13095 LAKE FLORENCE DR	GULFPORT	MS	39503
	141424	0908F-01-071.000	BLACKMORE PAUL HOWARD & CHERIE LYNN	13337 KINDER DR	GULFPORT	MS	39503
	129050	0908C-01-001.024	BORMANN LEAANN	13058 MIDLAND COVE	GULFPORT	MS	39503
	134520	0908F-01-002.045	BRISTER GARY A	13213 WESTMINSTER BLVD	GULFPORT	MS	39503
	129010	0908C-01-001.015	BRODSKY ELIA & KAYCI A SLAGEL	12444 PRESERVATION DR	GULFPORT	MS	39503
	130173	0908C-01-001.028	BROSIG THOMAS J & ROBIN MIDCALF	12485 PRESERVATION DR	GULFPORT	MS	39503
	129044	0908F-01-031.000	BURRELL ANDREW C & ASHLEY	12562 LAKE VILLIAGE DRIVE	GULFPORT	MS	39507
	137357	0907N-01-001.060	CHAMBERLAIN DEBORAH R	13000 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129005	0908C-01-001.010	CHAPMAN ANDREW O & MARIANNA K	13055 HARTLEY CIRCLE	GULFPORT	MS	39503
	129003	0908C-01-001.008	CHAPUIS WILLIAM LYNN & BRENDA S	P O BOX 3121	GULFPORT	MS	39505
	53694	0908E-01-049.000	CLIFTON ROBERT VINCENT	136 RESERVATION DRIVE	GULFPORT	MS	39503
	129051	0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA C/O	2003 BOTTS DR	ARLINGTON	TX	76012
	134515	0908F-01-002.040	COBB DAPHNE	13141 WHISTLE COURT	GULFPORT	MS	39503
	145327	0908C-01-001.062	COOLEY MICHAEL T & WEEKS AMBER M	12505 ALPHABET RD	GULFPORT	MS	39503
	134521	0908F-01-002.046	CREEL JAMES E & NANCY A	13146 WHISTLE COURT	GULFPORT	MS	39503
	129002	0908C-01-001.007	CROMWELL JASON & JOANIE	P O BOX 3597	GULFPORT	MS	39505
	129001	0908C-01-001.006	CUTRER TERRY L & PAMELA S	4907-A COURTHOUSE RD	GULFPORT	MS	39507
	144646	0908C-01-001.057	DEL RIO EDDY M & LISA Y	12512 WESTWOOD PLACE	GULFPORT	MS	39503
	134530	0908F-01-002.055	DEMOLA MICHAEL C & SUZANNE	11993 MUSIC ST	GULFPORT	MS	39503
	129016	0908C-01-001.021	DENNIS PADRICK D & MARY M	12473 PRESERVATION DR	GULFPORT	MS	39503
	56925	0908D-01-015.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
n	16132	0908E-01-001.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
	129000	0908C-01-001.005	DOUGLAS DAVID EUGENE & GRACE ELAINE	13024 HARTLEY CIR	GULFPORT	MS	39503
	53710	0908E-01-046.000	EDWARDS SANDRA M	103 TOMAHAWK TRAIL	GULFPORT	MS	39503
	145193	0908E-01-001.112	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
n	145191	0908E-01-001.110	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
n	145184	0908E-01-001.103	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
n	145187	0908E-01-001.106	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39503
n	145188	0908E-01-001.107	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
n	145189	0908E-01-001.108	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
n	145326	0908C-01-001.061	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
n	145329	0908C-01-001.064	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
n	145331	0908C-01-001.066	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
n	145658	0908C-01-001.071	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
n	145663	0908C-01-001.076	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
n	145664	0908C-01-001.077	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
n	145666	0908C-01-001.079	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	129004	0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	GULFPORT	MS	39503
	53689	0908E-01-062.000	ESCOBAR MAURICIO	20280 LENNIA CUEVAS RD	SAUCIER	MS	39574
	53693	0908E-01-050.000	EVANS VIRGINIA H	134 RESERVATION DR	GULFPORT	MS	39503
	130174	0908C-01-001.029	FAIRLEY CLAYTON & REBECA	19219 ROAD 223	SAUCIER	MS	39574
	105585	0907N-01-003.006	FAMILY WORSHIP CENTER OF GULFPORT I	15011 PARKWOOD DRIVE	GULFPORT	MS	39503
	134519	0908F-01-002.044	FERREIRA ALEJANDRO E	13138 WHISTLE CT	GULFPORT	MS	39503
	56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	130171	0908C-01-001.026	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
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n	129041	0908F-01-028.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	133015	0908F-01-045.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
n	133041	0908F-01-040.004	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	129043	0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
n	133009	0908C-01-001.034	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	133040	0908F-01-040.003	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	133038	0908F-01-040.001	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	141415	0908F-01-062.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
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n	100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	144637	0908C-01-001.048	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145194	0908E-01-001.113	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145196	0908E-01-001.115	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145166	0908E-01-001.085	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145167	0908E-01-001.086	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145168	0908E-01-001.087	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145169	0908E-01-001.088	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145170	0908E-01-001.089	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145171	0908E-01-001.090	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145172	0908E-01-001.091	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
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n	145186	0908E-01-001.105	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145183	0908E-01-001.102	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145175	0908E-01-001.094	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
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n	145177	0908E-01-001.096	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145178	0908E-01-001.097	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
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n	145180	0908E-01-001.099	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145181	0908E-01-001.100	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145182	0908E-01-001.101	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145665	0908C-01-001.078	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	145661	0908C-01-001.074	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145667	0908C-01-001.080	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503

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n	145654	0908C-01-001.067	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145655	0908C-01-001.068	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145656	0908C-01-001.069	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145657	0908C-01-001.070	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145662	0908C-01-001.075	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	134534	0908F-01-002.059	FLORENCE GARDENS RES NEIGHBORHOOD	12321 PRESERVATION DR	GULFPORT	MS	39503
	106587	0908F-01-001.001	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39505
	2973	0908G-01-003.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503
	129008	0908C-01-001.013	FOX DUNCAN	12396 PRESERVATION DRIVE	GULFPORT	MS	39503
	141425	0908F-01-072.000	FREEMAN JUDY E	13333 KINDER DR	GULFPORT	MS	39503
	141422	0908F-01-069.000	GAGNON MARK & SUSAN	13568 WINDROSE CIRCLE	GULFPORT	MS	39503
	129014	0908C-01-001.019	GIBSON JASON & ERIN L	12469 PERSEVTION DR	GULFPORT	MS	39503
n	129015	0908C-01-001.020	GIBSON JASON THOMAS & ERIN LYNN	12469 PRESERVATION DR	GULFPORT	MS	39503
	134517	0908F-01-002.042	GIBSON TOM & PAM	13129 WHISTLE CT (58)	GULFPORT	MS	39503
	141335	0908F-01-055.000	GILREATH MICHAEL H & CYNTHIA	13307 KINDER DR	GULFPORT	MS	39503
	137359	0907N-01-001.062	GOLD COMPANIES LLC	196 BIENVILLE BLVD	BOURG	LA	70343
	129024	0908F-01-011.000	GOLDIN ALAN H & HOPE U	12223 PRESERVATION DR	GULFPORT	MS	39503
	133021	0908F-01-051.000	GOLDIN JASON	13099 LAKE FLORENCE RD	GULFPORT	MS	39503
	140955	0908C-01-001.037	GOLDIN MARTIN C	12503 PRESERVATION DR	GULFPORT	MS	39503
	127922	0908F-01-005.000	GOLDIN SCOTT LEE	12207 PRESERVATION DRIVE	GULFPORT	MS	39503
	134528	0908F-01-002.053	GRAY PHILLIP W & LILLIAN K	11990 MUSIC ST	GULFPORT	MS	39503
	127921	0908C-01-001.004	GUIROLA LOUIS JR & STEPHANIE	12453 PRESERVATION DR	GULFPORT	MS	39503
n	127930	0908F-01-002.000	GULFPORT CITY OF				0
	133037	0908F-01-037.001	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
n	129052	0908F-01-037.000	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
	134531	0908F-01-002.056	HARWELL WILLIAM D IV & MELISSA	18294 WILD TURKEY COVE	SAUCIER	MS	39574
	133013	0908F-01-043.000	HENRY ROBERT C & DALYCE M	12187 PRESERVATION DR	GULFPORT	MS	39503
	134524	0908F-01-002.049	HERBERT ARTHUR J III & ELLEN G	11991 PRESERVATION DR	GULFPORT	MS	39503
	141334	0908F-01-054.000	HINES OWEN CLARK JR & KELLY FLYNN	13311 KINDER DRIVE	GULFPORT	MS	39503
	129009	0908C-01-001.014	HINKEBEIN ANDREW & THECLA	12440 PRESERVATION DRIVE	GULFPORT	MS	39503
	141333	0908F-01-053.000	HOLLEY NEIL E	13315 KINDER DR	GULFPORT	MS	39503
	56942	0908E-02-001.000	HOLLIMAN PLACE LLC	P O BOX 349	OXFORD	MS	38655
	129034	0908F-01-021.000	HOLMAN JAMES M & MELISSA A	13134 LAKE FLORENCE RD	GULFPORT	MS	39503
	129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
	141427	0908F-01-074.000	JACKSON AVERY & LAUREN	13323 KINDER DR	GULFPORT	MS	39503
	141423	0908F-01-070.000	JOHNSON ROSALIND D	2021 ALPHABET RD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	53708	0908E-01-048.000	KIRCH LINDA & PROCTOR ALAN -TRUSTEE	133 RESERVATION DR	GULFPORT	MS	39503
	134527	0908F-01-002.052	KROLL DONALD A & MARLENE B	11994 MUSIC STREET	GULFPORT	MS	39503
	144645	0908C-01-001.056	KSB CONTRACTING INC	P O BOX 7416	GULFPORT	MS	39506
	144636	0908C-01-001.047	LANDON HOMES LLC	9113 OLD CCC CAMP ROAD	OCEAN SPRINGS	MS	39564
	134513	0908F-01-002.038	LAWSON DAVID W & ANN G	13149 WHISTLE CT	GULFPORT	MS	39503
	145328	0908C-01-001.063	LEIGH STANLEY & WYNELL	12530 ALPHABET RD	GULFPORT	MS	39503
	129025	0908F-01-012.000	LIEBERMAN STACY RESIDENCE TRUST	14231 SEAWAY RD STE 7000	GULFPORT	MS	39503
	105581	0907N-01-003.007	LOFTIN JIM H & CONSORCIA S-TRUSTEES	14481 AUTUMN CHASE	GULFPORT	MS	39503
	130172	0908C-01-001.027	LOVELL FRANK A & NANCY D	40 54TH ST	GULFPORT	MS	39507
	134526	0908F-01-002.051	MALONE RICHARD A	11998 MUSIC STREET	GULFPORT	MS	39503
	141413	0908F-01-060.000	MARSHALL CHAD E & JARRID HILL	13318 KINDER DR	GULFPORT	MS	39503
	141414	0908F-01-061.000	MASSEY CHARLES P	13322 KINDER DR	GULFPORT	MS	39503
	127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
	53687	0908E-01-064.000	MCKINNEY JOHNNY F	111 BIG SKY DR	GULFPORT	MS	39503
	137354	0907N-01-001.057	MCQUEEN GOLDENA MARTHENA	13015 TURTLE CREEK PKWY	GULFPORT	MS	39503
	145325	0908C-01-001.060	MELLO JOAQUIN NICOLAS & NICOLE T	12521 ALPHABET RD	GULFPORT	MS	39503
	141412	0908F-01-059.000	MICHELLI MADELEINE	13314 KINDER DRIVE	BILOXI	MS	39532
	129007	0908C-01-001.012	MITCHELL ROBERT ARTHUR	13063 HARTLEY CIR	GULFPORT	MS	39503
	53705	0908E-01-043.000	MOODY ARTIES JONES JR & SHARON L	100 TOMAHAWK TRAIL	GULFPORT	MS	39503
	137356	0907N-01-001.059	MY COTTAGE HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	53704	0908E-01-042.000	NOERNBERG WILLIAM E II & ASHLIE RENEE V	131 RESERVATION DR	GULFPORT	MS	39503
	127919	0908C-01-001.002	OTERO MICHAEL & STACEY L	12461 PRESERVATION DR	GULFPORT	MS	39503
	137358	0907N-01-001.061	PHAN JENNIFER HUYEN & HO GIAU THI N	13008 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129033	0908F-01-020.000	POOLE CRYSTAL DANIEL & MARCUS	13140 LAKE FLORENCE ROAD	GULFPORT	MS	39503
	134522	0908F-01-002.047	RAGLAND JOHN D & SHELLEY	13150 WHISTLE CT	GULFPORT	MS	39503
	93312	0907O-01-023.023	RANKIN OTIS G & DEBRA S	12530 O'NEAL RD	GULFPORT	MS	39503
	53690	0908E-01-061.000	RAY MARK STEVEN & DARI STARLING	145 GARY ST	GULFPORT	MS	39503
	141426	0908F-01-073.000	RICE SIDNEY EARL JR & SHELLY	13327 KINDER DR	GULFPORT	MS	39503
	134516	0908F-01-002.041	RIDDLE DONALD S & KATHLEEN M	13137 WHISTLE COURT	GULFPORT	MS	39503
	141336	0908F-01-056.000	ROGERS RANDALL S & SELENA R	13303 KINDER DR	GULFPORT	MS	39503
	129017	0908C-01-001.022	SERNA MARVIN JR	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
	144647	0908C-01-001.058	SPIERS BENNIE P & DEBRA J	12508 WESTWOOD PL	GULFPORT	MS	39503
	133005	0908C-01-001.030	STANICH CHARLES A & ROXANNE Q	3505 FORREST PRESERVE CIR	GAUTIER	MS	39553
	129047	0908F-01-034.000	SUROWIEC WALTER JOSEPH	13081 LAKE FLORENCE RD	GULFPORT	MS	39503
	129027	0908F-01-014.000	SWANGER DAWN & BRANDON	63 SHORELINE LN	GULFPORT	MS	39503
	53709	0908E-01-047.000	TATE BARBARA E & TURNER CARLOTTA	101 TOMAHAWK TRAIL	GULFPORT	MS	39503

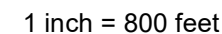
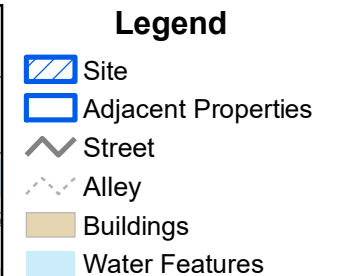
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	137355	0907N-01-001.058	TATE COREY RENEE JR	13009 TURTLE CREEK PKWY	GULFPORT	MS	39503
	53707	0908E-01-045.000	TOLAR TERRY	2620 RUE PALAFOX	BILOXI	MS	39531
	129026	0908F-01-013.000	TRAN JOHN H & TRAN H NGUYEN-TRUSTEE	12215 PRESERVATION DR	GULFPORT	MS	39503
	144239	0907N-01-001.099	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
n	144238	0907N-01-001.098	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
	88504	0907N-01-001.000	TURTLE CREEK SUBDIVISION LLC	P O BOX 4579	HOUSTON	TX	77210
	129032	0908F-01-019.000	VANN MICHAEL A & THERESA	13144 LAKE FLORENCE RD	GULFPORT	MS	39503
	56888	0908B-01-008.000	W C FORE TRUCKING CO INC	14270 CREOSOTE RD	GULFPORT	MS	39503
	129046	0908F-01-033.000	WALTZ ROBERT D & BRENDA M	13087 LAKE FLORENCE DRIVE	GULFPORT	MS	39503
	53706	0908E-01-044.000	WANZO VICTORIA L & WILLIE JR	102 TOMAHAWK TRAIL	GULFPORT	MS	39503
	145195	0908E-01-001.114	WARD DORIS DUNCAN	13225 ARTISAN RD	GULFPORT	MS	39503
	129049	0908C-01-001.023	WARD PHILLIP	13062 MIDLAND COVE	GULFPORT	MS	39503
	142564	0908C-01-001.038	WESSON AUGUSTUS & ASHLEY	13050 HARTLEY CIRCLE	GULFPORT	MS	39503
	134523	0908F-01-002.048	WETZEL RAUN JOSEPH & VICTORIA R	11995 PRESERVATION DR	GULFPORT	MS	39503
	134518	0908F-01-002.043	WHITEMAN BRIDGET M & RALPH ANDREW	13130 WHISTLE COURT	GULFPORT	MS	39503
	145330	0908C-01-001.065	WINTER DAVID S & ANNE H	12514 ALPHABET DR	GULFPORT	MS	39503
	118589	0907N-01-003.008	YOCOM BRADLEY A & JEANIE M	13188 O'NEAL ROAD	GULFPORT	MS	39503
n	105584	0907N-01-003.005	YOCOM BRADLEY ALLEN & JEANIE MARIE	13188 O'NEAL RD	GULFPORT	MS	39503

RE: General Plan 2105PC085, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000 and 0908E-01-001.001, Approval of General Plan for a 24-lot, 4-outparcel Subdivision (Florence Gardens Phase IX), Alphabet Rd, Zoned R-1-15 (Single-family) and R-1-10 (Single-family), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 27, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, May 27, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 27, 2021

Re: Planning Commission Approval 2105PC086:

Planning Commission Approval 2105PC086, by agent Matt Kowalchyk, tax parcel 0809K-01-001.009, Request for tattoo parlor use, 9471 Three Rivers Rd, Zoned B-4 (Highway business), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2105PC086

Hearing Date: May 27, 2021

Current Zoning/Use: B-4 / Commercial strip mall

Legal: Planning Commission Approval 2105PC086, by agent Matt Kowalchuk, tax parcel 0809K-01-001.009, Request for tattoo parlor use, 9471 Three Rivers Rd, Zoned B-4 (Highway business), Ward 3

TECHNICAL DETAILS

The applicant requests Planning Commission approval to open a tattoo parlor in a B-4 zone. They have provided a notarized statement that the proposed location meets the ordinance requirements regarding location. Specifically, tattoo parlors must be at least 1,000 feet away from "any church, school kindergarten, funeral home, day care center, museum or learning center, educational facility, or library." Staff review has found no evidence to disprove this statement. Uses within this buffer include a department store (Walmart), several restaurants, a car dealership, general retail stores, general offices, and undeveloped wetlands. More than half of the square footage of this buffer area appear to be parking lot or driving surfaces.

Although the Chart of Permitted Uses in the Zoning Ordinance denotes an "X" for Special Exception for a tattoo parlor in a B-4 district, the text clearly states "A tattoo parlor will be allowed with planning commission approval in B-2 and B-4 zoning districts."

The applicant has provided a statement that the existing utilities and transportation access are adequate for the proposed use. The building has a sprinkler and alarm system. The property is close to public transit routes and stops.

EXECUTIVE SUMMARY

The application meets the requirements for Planning Commission approval for a tattoo parlor. The proposed location is sufficient distance away from any restrictive uses, as determined by the Zoning Ordinance.

Any approval should consider these conditions:

1. All construction and Building Codes shall be complied with for occupancy.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 14 May 2021.

Public Works: No conditions. Memo dated 14 May 2021.

Technical Report
PLANNING COMMISSION APPROVAL

Traffic and Safety: No conditions. Memo dated 14 May 2021.

Building Code Services: Conditions: All construction and Building Codes shall be complied with for occupancy. Memo dated 12 May 2021.

GIS: No conditions. Memo dated 11 May 2021.

Police Department: No comment as of 14 May 2021.

Fire Department: No conditions. Memo dated 11 May 2021.

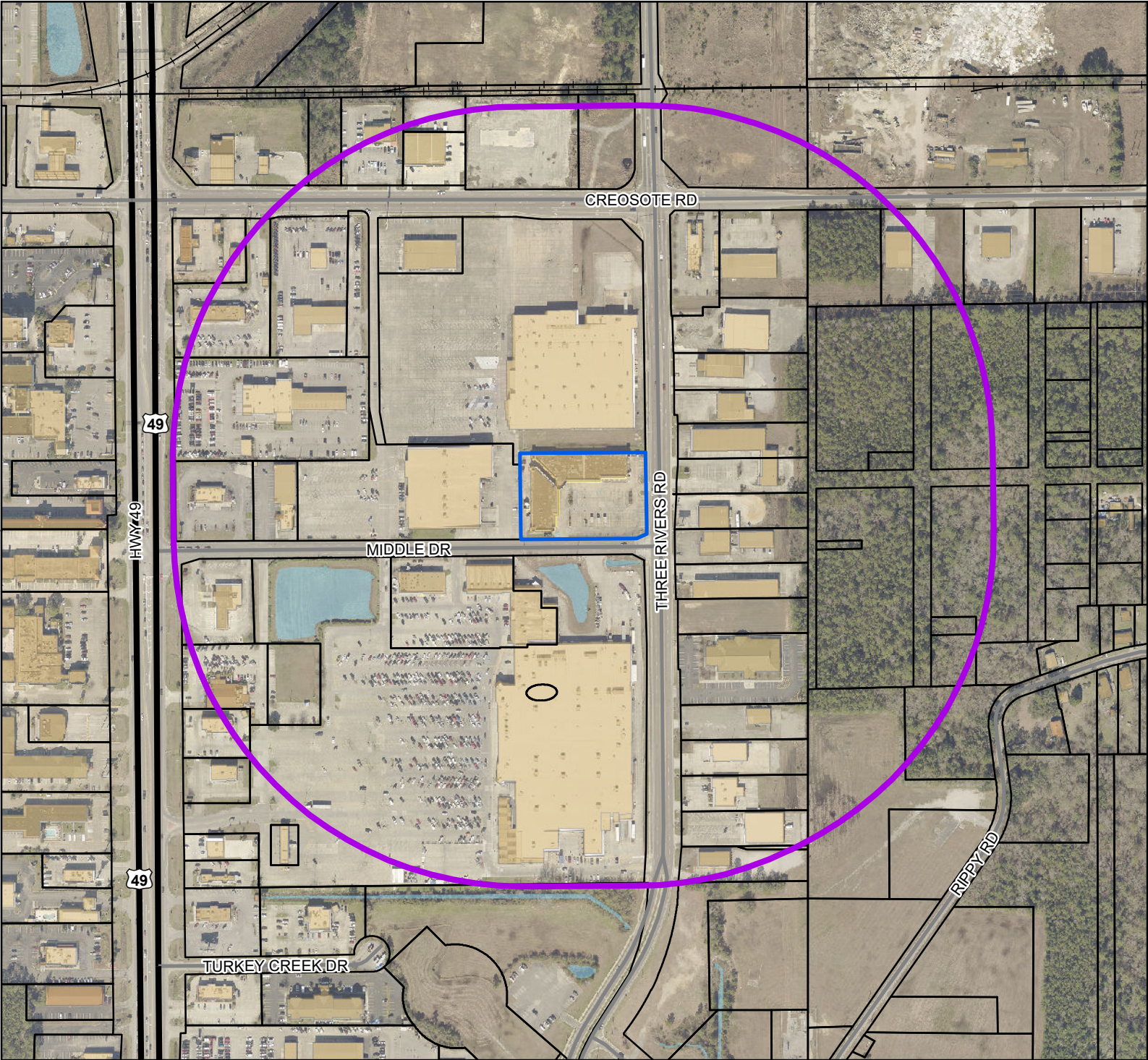
City Arborist: No conditions. Memo dated 10 May 2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

A handwritten signature in black ink, appearing to read 'Greg Pietrangelo', written over a horizontal line.

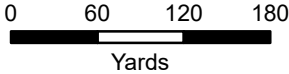
Greg Pietrangelo
Director of Urban Development Department



- Site
- 1,000-foot Buffer
- US or State Highway
- Street
- Railroad
- Parcels
- Buildings
- Water Features

Analysis Information

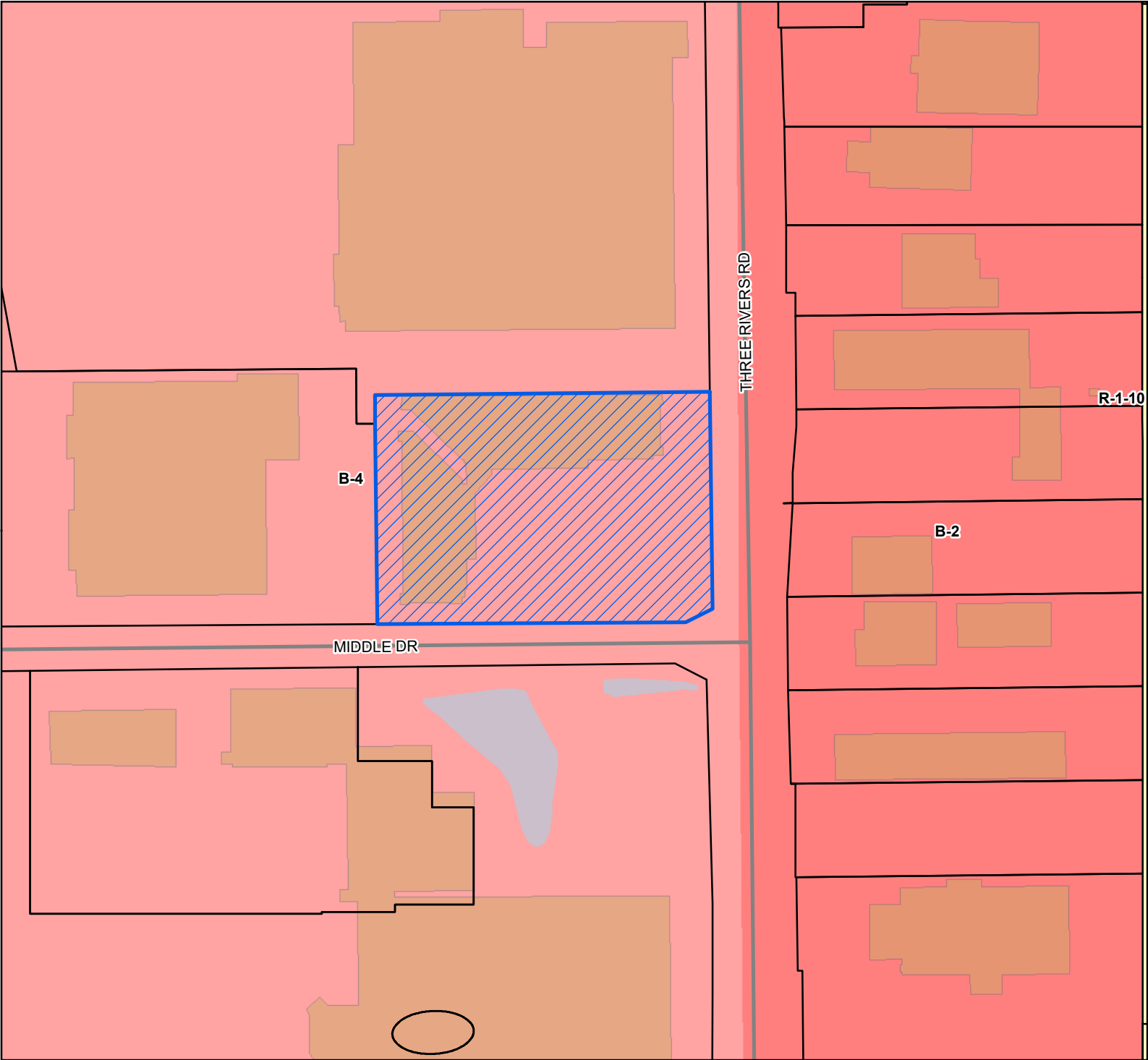
Uses within the buffer include department store, restaurant, car dealership, general retail, general office, medical and dental clinics, undeveloped wetlands.



1 inch = 400 feet



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Site

Street

Parcels

Buildings

Water Features

Zoning

B-2 - General Business District

B-4 - Highway Business District

R-1-10 - Single Family Residence (Low Density)

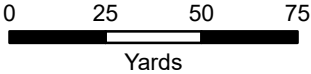
Site Information

0809K-01-001.009

Zoning: B-4 (Highway business)

Size: 2.06 acres

Flood: 0.2 % Annual



1 inch = 150 feet



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CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL #

0	8	0	9	K

 -

0	1

 -

0	0	1

 .

0	0	9

For Staff Use Only
Case Number: 2105 PC086
Date Received: 6 Apr 2021
Receipt Number: _____
Received By: ES
Zoning: B-4
Ward: 3 Flood: 0.2%
Size: 2.1 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: 9471 Three Rivers Road, Gulfport, MS

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: See attached Exhibit "A"

GENERAL DESCRIPTION OF REQUEST:

Request approval for the addition of a new tenant, Good Cat Tattoo, to be located in the
currently existing Unit C of the facility.

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

Oakland Land & Development, LLC

Printed Name of Owner

P. O. Box 952

Mailing Address

Natchez MS 39121

City State Zip code

601-442-6648 601-807-0600

Home Phone Work/Cell Phone

oaklandland@gmail.com

Email

[Signature]
Signature of Owner

AGENT

Matt Kowalchuk

Printed Name of Agent

308 8th St

Mailing Address

LONG BEACH MS 39560

City State Zip code

228 383 4295

Home Phone Work/Cell Phone

matt@goodcattattoo.com

Email

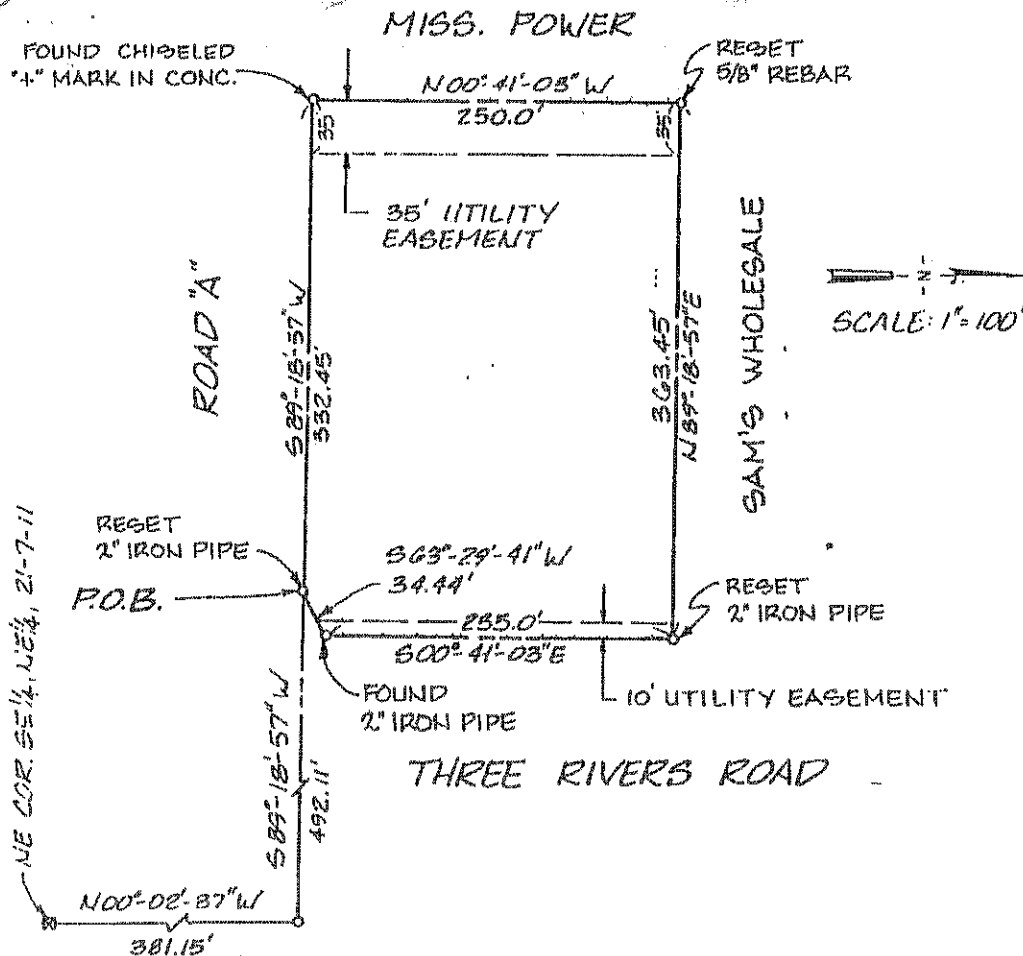
[Signature]
Signature of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.

☐

SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

Exhibit "A"



Legal Description

2.081 Acre Parcel in Northwest Corner of Road "A" and Three Rivers Road Intersection.

Commencing at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 Section 21, Township 7 South, Range 11 West, Harrison County, Mississippi; thence North 00° 02' 37" West 381.15 feet; thence South 89° 18' 57" West 492.11 feet to the point of beginning of the parcel to be described; thence continue South 89° 18' 57" West 332.45 feet along North rights-of-way of unplatted Road "A"; thence North 00° 41' 03" West 250 feet (East line of Mississippi Power Company); thence North 89° 18' 57" East 363.45 feet; thence South 00° 41' 03" East 235 feet along West rights-of-way of proposed extension of Three Rivers Road; thence South 63° 29' 41" West 34.44 feet to the point of beginning.

This parcel is in and a part of the Northeast 1/4 of the Northeast 1/4 of Section 21, Township 7 South, Range 11 West, Harrison County, Mississippi, and contains 2.081 Acres.

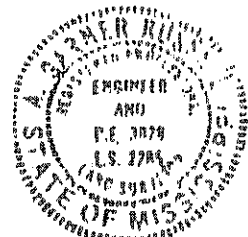
Subject to an easement for utility purposes over the West 35 feet and East 10 feet of the above described parcel.

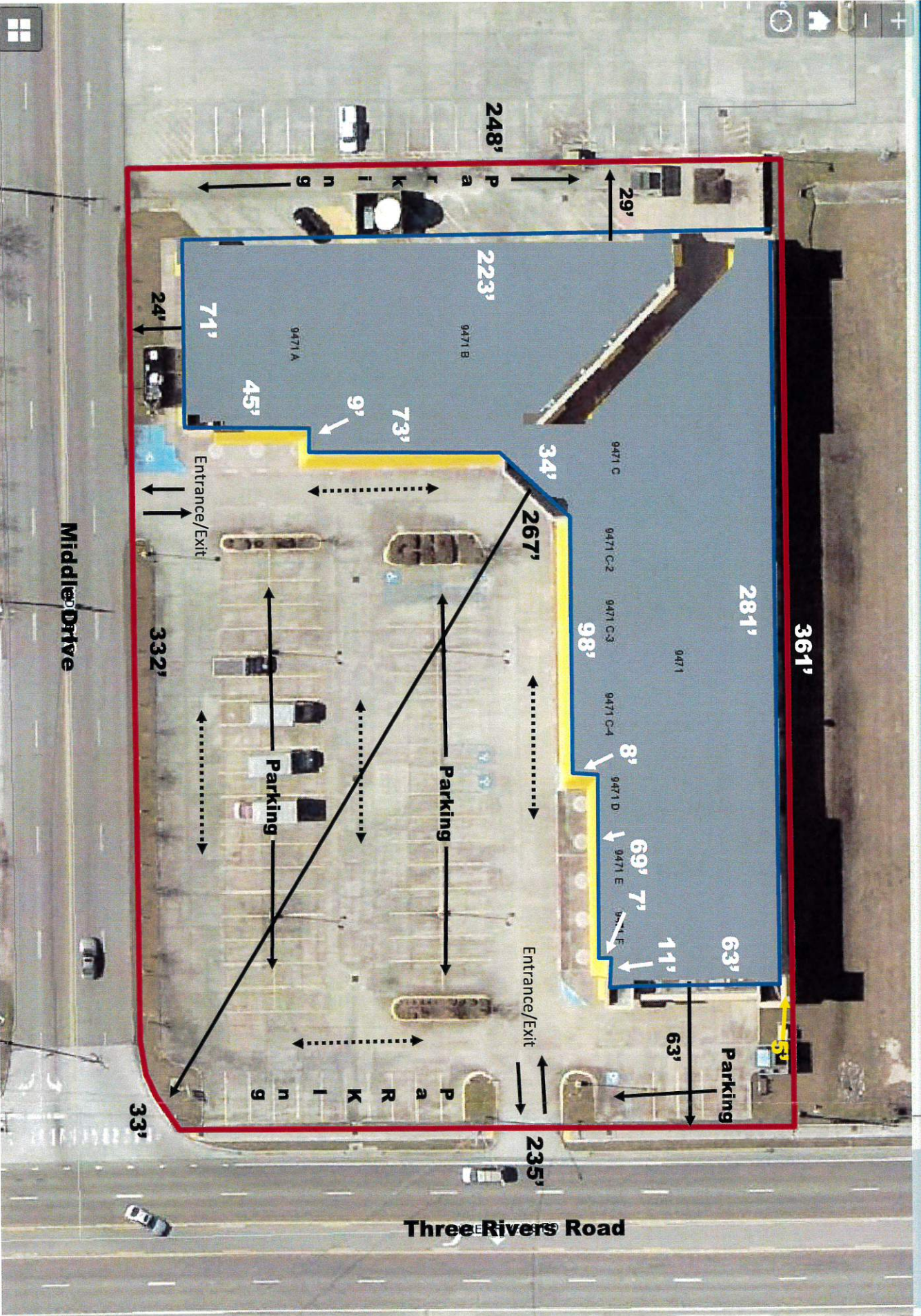
THIS IS TO CERTIFY that the data shown hereon are the results of a survey made under my supervision, that all data is true and correct to the best of my knowledge and belief.

A. Garner Russell

A. Garner Russell, P.E.
Mississippi Registration No. 3828
Land Surveyor No. 2285
July 29, 1987

REVISED: 1-26-89 - *A. Garner Russell*





Good Cat Tattoo Business Plan

1. Mission Statement

- a. Good Cat Tattoo will be Gulfport's high quality tattoo shop. Everyone on our team strives for excellence every day not only in the work they do, but in the relationships they form with their clients. The shop will be able to handle any client's needs from a small novelty tattoo to a large monument of a tattoo by providing full customization of designs. Piercing is available and a full range of jewelry options.

2. Summary

- a. **Phase 1** - Single location tattoo shop with at least 3-5 (as space provides) artists and piercer/manager. Shop will follow a 60/40 model. Artists and Piercer will work by appointment only and may elect to do same-day appointments (aka "walk-ins"). Employees will be subcontracted with expected income of \$50-\$80+k annually. Intent is to provide enough income to semi-retire (\$60k annually) while supporting the needs of the shop itself, including but not limited to shop supplies and artist supplies, rent, utilities, promotional material, licensing, etc.
- b. **Phase 2** - Phase will start when financially the shop is making excess and the extra will be put back into the shop. This phase will include replacing workstations, tools, building materials, signage, lighting, etc. with premium items. Shop will follow a 60/30/10 model there-in after. (60% Artist, 30% shop, 10% help [apprentices, managers, exterior services, investors])
- c. **Phase 3** - Second location following knowledge gained from previous phases. This phase is purely conceptual at this point and is only using a "sky is the limit" model.

3. Market Analysis

- a. There are only 2 other tattoo shops in Gulfport on Highway 49. Iron Dial is north of Lyman in Saucier and Jack & Diane's is south of Gulfport-Biloxi International Airport just north of 28th St. Iron Dial is a newer tattoo shop whose work is average and lacks some solid fundamentals. They are based on a traditional style of tattoo shop. Jack & Diane's has been around the coast for over 30 years. This also has its disadvantages because the artists there get habitually stuck in their ways and stop progressing their art. It's another "if you didn't know any better" shop.
- b. Moving west of Cowan-Lorraine Rd. you will find a lot more shops of reputable quality. However, none of them will treat the clients better nor provide the artists with everything they need to produce top-quality award-winning artwork. Happy artists make happy clients.
- c. We are looking to open near the I-10/HWY 49 Corridor where there is a pocket, absent of tattoo shops.

4. Structure

- a. The company is solely owned by Matt Kowalchuk and formed as an LLC. The "employees" or Artists and Piercers will be subcontractors. Matt will act as manager until a hired manager is deemed necessary.

OAKLAND LAND & DEVELOPMENT, LLC
P.O. BOX 952
NATCHEZ, MS 39121
Contact No. 601-442-6648

April 1, 2021

City of Gulfport
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501

To whom it may concern:

Oakland Land & Development, LLC (Oakland) is the owner of Three Rivers Place, a currently existing commercial business center located at 9471 Three Rivers Road in Gulfport, MS.

With this letter, we will address the issues as outlined in the Application for Planning Commission Approval as they relate to the attached site plan.

1. The center is located adjacent to Three Rivers Road and Middle Drive which are serviced by all forms of public transportation.
2. The utilities were previously installed when the center was constructed. Currently electrical service is provided by Mississippi Power and Light Company, with water and sanitary sewer services supplied by the City of Gulfport. Oakland currently contracts with Waste Pro for dumpster services provided for use by our tenants for waste disposal.
3. The buildings themselves are sprinkled, with an alarm system that is monitored and serviced by E Fire services. Fire protection and police protection are provided by the Gulfport Fire Department and Gulfport Police Department.
4. The buildings and parking area have two entrance/exit locations, one on Three Rivers Road and one on Middle Drive. Both Middle Drive and Three Rivers Road have been substantially improved in recent years through expansion and repairs. The addition of our proposed tenant will not adversely affect the flow of traffic in the area or create any traffic hazards over or above the risks associated with the everyday use of a vehicle. If anything, the use of our facility by the current tenants has probably decreased the traffic flow anticipated when the center was constructed.

5. As the center is constructed and located in a fully developed commercial area, the addition of a new tenant should in no way affect the harmony that presently exists in the area.

Thank you for your help.

Sincerely,
Oakland Land & Development, LLC

A handwritten signature in blue ink, appearing to read "Jeff Burkhalter", is written over a horizontal line.

Jeff Burkhalter

Good Cat Tattoo
308 8th St
Long Beach, MS 39560
228-383-4295

April 6, 2021

City of Gulfport
Urban Development – Planning Division
1410 24th Avenue
Gulfport, MS 39501

To whom it may concern:

Good Cat Tattoo will be located in Suite C at 9471 Three Rivers Road in Gulfport, MS.

Any part of such establishments or facilities, including any parking lot or space used thereby, shared or otherwise, shall not be located closer than one thousand (1,000) feet to any church, school kindergarten, funeral home, day care center, museum or learning center, educational facility, or library. This distance shall be measured from closest point on the nearby structure or closest point on parking lot or space to closest point on adjacent or nearby parking lot or space, whichever is closer.

Thank you
Good Cat Tattoo


Matt Kowalchyk







Designation of Agent

I, Oakland Land & Development, LLC
Jeff Blumheller - Member - Manager being owner of the property 9471 Three Rivers Dr
PRINT NAME PRIMARY ADDRESS OR PARCEL Gulfport, MS 39503
which is the subject of this application hereby authorize Matt Kowalchuk to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

Such representation shall be for all purposes concerning any manner, right, or obligation relating to this petition. This designation authorizes my agent to make verbal or written representations and/or declarations on my behalf, and I shall be legally bound by said verbal or written representations and/or declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.

Signature

5/5/21

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 5th day of April, 20 21

Notary Public

April 7, 2023

Commission Expiration



Oakland Land & Development, LLC

PO Box 952

Natchez, MS 39121

Phone: 601-442-6648 fax: 601-442-3961

April 6, 2021

City of Gulfport

Zoning Board of Adjustments & Appeals & Planning Commission

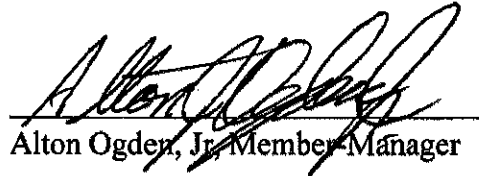
RE: Cool Cat Tattoo

To whom it may concern,

As to the matter of Cool Cat Tattoo and their filings with the planning commission of Gulfport, MS, I, Jeff Burkhalter, Member-Manager, have the authority to act on behalf of myself and Alton J. Ogden, Jr, Member-Manager for all intents and purposes regarding the property located at 9471 Three Rivers Road in Gulfport, MS. Should you have any questions please do not hesitate to give me a call.



Jeff Burkhalter, Member-Manager



Alton Ogden, Jr, Member-Manager



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
OAKLAND LAND AND DEVELOPMENT, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	705809
Status:	Good Standing
Effective Date:	04/20/2001
State of Incorporation:	Mississippi
Principal Office Address:	

Registered Agent

Name
ALTON J OGDEN JR 280 HIGHLAND BLVD, PO BOX 952 NATCHEZ, MS 39121

Officers & Directors

Name	Title
Jeff L Burkhalter P.O. BOX 952 NATCHEZ, MS 39121	Member
Alton J Ogden P.O. BOX 952 NATCHEZ, MS 39121	Member
ALTON J OGDEN JR 280 HIGHLAND BLVD_PO BOX 952 NATCHEZ, MS 39121	
JEFF L BURKHALTER 280 HIGHLAND BLVD PO BOX 952 NATCHEZ, MS 39121	

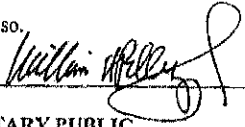
UNOFFICIAL

STATE OF MISSISSIPPI

BOOK 1597 PAGE 1 29

COUNTY OF HARRISON

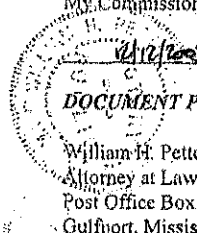
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 28th day of August, 2002, in my jurisdiction, the within named ALAN OGDELL who acknowledged that he is the President of Belle Exploration, Inc. and that he acknowledged that they execute the above and foregoing instrument after having been authorized by the corporation to do so.


NOTARY PUBLIC

My Commission Expires:

8/12/2003

DOCUMENT PREPARED BY:

 William H. Pette, Jr.
Attorney at Law
Post Office Box 1326
Gulfport, Mississippi 39502-1326
(228) 863-7373
(228) 863-7355 [fax]

UNOFFICIAL

GRANTOR: Belle Exploration, Inc.
P.O. Box 952
Natchez, MS 39121
(601)442-6646

GRANTEE: Oakland Land and Development, L.L.C.
P.O. Box 952
Natchez, MS 39121
(601)442-6648

2. SECTIONAL INDEX —

Part of the NE 1/4 of the NE 1/4 of section 21 T7S, R11W, First Judicial District of Harrison County, Mississippi.

UNOFFICIAL

BOOK 1597 PAGE 28

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



1st Judicial District
Instrument Number 2002 6589 D
Filed 8 29 2002 1 19 P
Total Fees 8.00
Book 1597 Page 28-29 Recorded 8 30 02

WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars [\$10.00] cash-in-hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, BELLE EXPLORATION, INC. does hereby warrant, sell, and convey unto OAKLAND LAND AND DEVELOPMENT, L.L.C., A Mississippi Limited Liability Company, the following described real property situated in the First Judicial District of Harrison County, Mississippi, and being more fully described as follows:

A parcel of land situated in the First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the NE corner of the SE 1/4 of the NE 1/4 of Section 21, Township 7 South, Range 11 West, Harrison County, Mississippi; thence N 00 degrees 02' 37" W 381.15 feet; thence S 89 degrees 18' 57" W 492.11 feet to the point of beginning of the parcel to be described; thence continue S 89 degrees 18' 57" West 332.45 feet along the north R.O.W. of Interstate Road A; thence N 11' 13" W 250 feet (east line of Mississippi Power Corp) thence N 89 degrees 18' 57" E 363.45 feet; thence S 00 degrees 41' 03" E 235 feet along west R.O.W. of proposed extension of Three Rivers Road; thence S 63 degrees 29' 41" W 34.44 feet to the point of beginning. This parcel is in and a part of the NE 1/4 of the NE 1/4 of section 21, Township 7 South Range 11 West, Harrison County, Mississippi.

This conveyance is subject to any and all applicable covenants, rights-of-way, easements, restrictions and reservations of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

WITNESS OUR SIGNATURES, this the 28th day of August, 2002.

Belle Exploration, Inc.

by: [Signature]
its: President

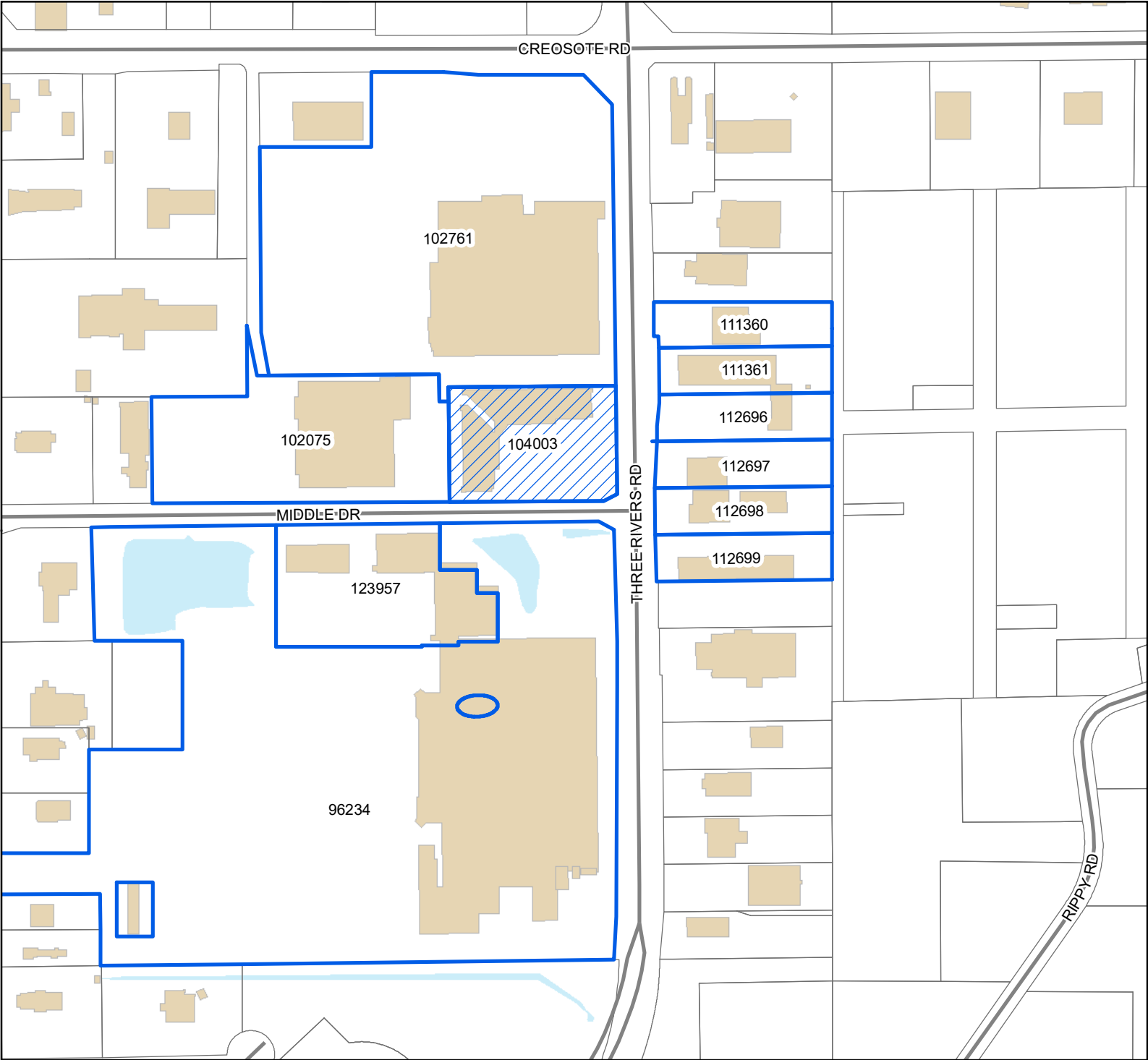
RE: Planning Commission Approval 2105PC086, by agent Matt Kowalchyk, tax parcel 0809K-01-001.009, Request for tattoo parlor use, 9471 Three Rivers Rd, Zoned B-4 (Highway business), Ward 3

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 27, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

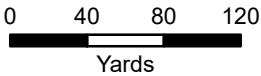
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, May 27, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	104003	0809K-01-001.009	OAKLAND LAND & DEV LLC (Owner)	P O BOX 952	NATCHEZ	MS	39121
Y			Matt Kowalkchyk (Agent)	308 8th St	Long Beach	MS	39560
Adjacent Property Owners							
Y	123957	0809K-01-001.039	9350 HWY 90 LLC	P O BOX 161150	AUSTIN	TX	78716
Y	102075	0809K-01-001.005	BROKENBURN INC	1390 HUDSON LANE	MONROE	LA	71201
Y	112697	0809K-01-001.022	HOWARD'S PAINT & DECORATING INC	9434 THREE RIVERS RD	GULFPORT	MS	39507
Y	102761	0809K-01-001.007	LCN ATH GULFPORT (MULTI) LLC C/O LCN CAPITAL PARTNER LP	888 7TH AVE 4TH FLOOR	NEW YORK	NY	10019
Y	112699	0809K-01-001.024	MATTINA PROPERTIES LLC	1829 PASS RD	BILOXI	MS	39531
Y	111360	0809K-01-001.018	MUNN DAVID L SR & TINA M	9466 THREE RIVERS RD	GULFPORT	MS	39503
Y	112698	0809K-01-001.023	REALTY INTERNATIONAL LLC ATTN: DR BASSAM BAROUDI	P O BOX 4045	GULFPORT	MS	39502
Y	111361	0809K-01-001.019	ROADRUNNER LLC	9454 THREE RIVERS RD	GULFPORT	MS	39503
	112696	0809K-01-001.021	ROADRUNNER LLC	9454 THREE RIVERS RD	GULFPORT	MS	39503
Y	96234	0809K-01-001.001	WAL-MART REAL ESTATE BUSINESS TRUST	702 SW 8TH ST	BENTONVILLE	AR	72716



Legend

- Site
- Adjacent Properties
- Street
- Buildings
- Water Features



1 inch = 300 feet



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MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 27, 2021

Re: Planning Commission Approval 2105PC087:

Planning Commission Approval 2105PC087, by agent Alice Carlisle, tax parcel 0810B-03-043.000, Requests mobile home use, North Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2105PC087

Hearing Date: May 27, 2021

Current Zoning/Use: R-1-5 / Vacant lot

Legal: Planning Commission Approval 2105PC087, by agent Alice Carlisle, tax parcel 0810B-03-043.000, Requests mobile home use, North Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

TECHNICAL DETAILS

The applicant requests approval from the Planning Commission in order to place a mobile home on a property that is zoned R-1-5. Upon staff review and aerial imagery, the proposed parcel has been undeveloped with (no previous) dwelling structures only a temporary FEMA trailer. The surrounding neighborhood to the subject property is a mixed use of single-family and mobile homes.

EXECUTIVE SUMMARY

Although the surrounding neighborhood is a mixed use of single-family and mobile homes, there are more single-family homes than mobile homes. While there are mobile homes present in the area, the 9 vacant lots on this street segment may follow the development decision of this property.

Any approval should consider these conditions:

1. Mobile home shall comply with wind load requirements and state regulations.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 5/17/21.

Public Works: No conditions. Memo dated 5/14/2021.

Traffic and Safety: No conditions. Memo dated 5/14/2021.

Building Code Services: Mobile home shall comply with wind load requirements and state regulations. Memo dated 5/12/2021.

GIS: No conditions. Memo dated 5/11/2021.

Police Department: No comments as of 5/17/21.

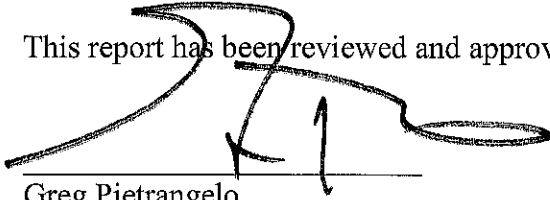
Technical Report
PLANNING COMMISSION APPROVAL

Fire Department: No conditions. Memo dated 5/11/2021.

City Arborist: No conditions. Memo dated 5/10/2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

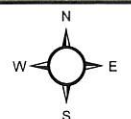
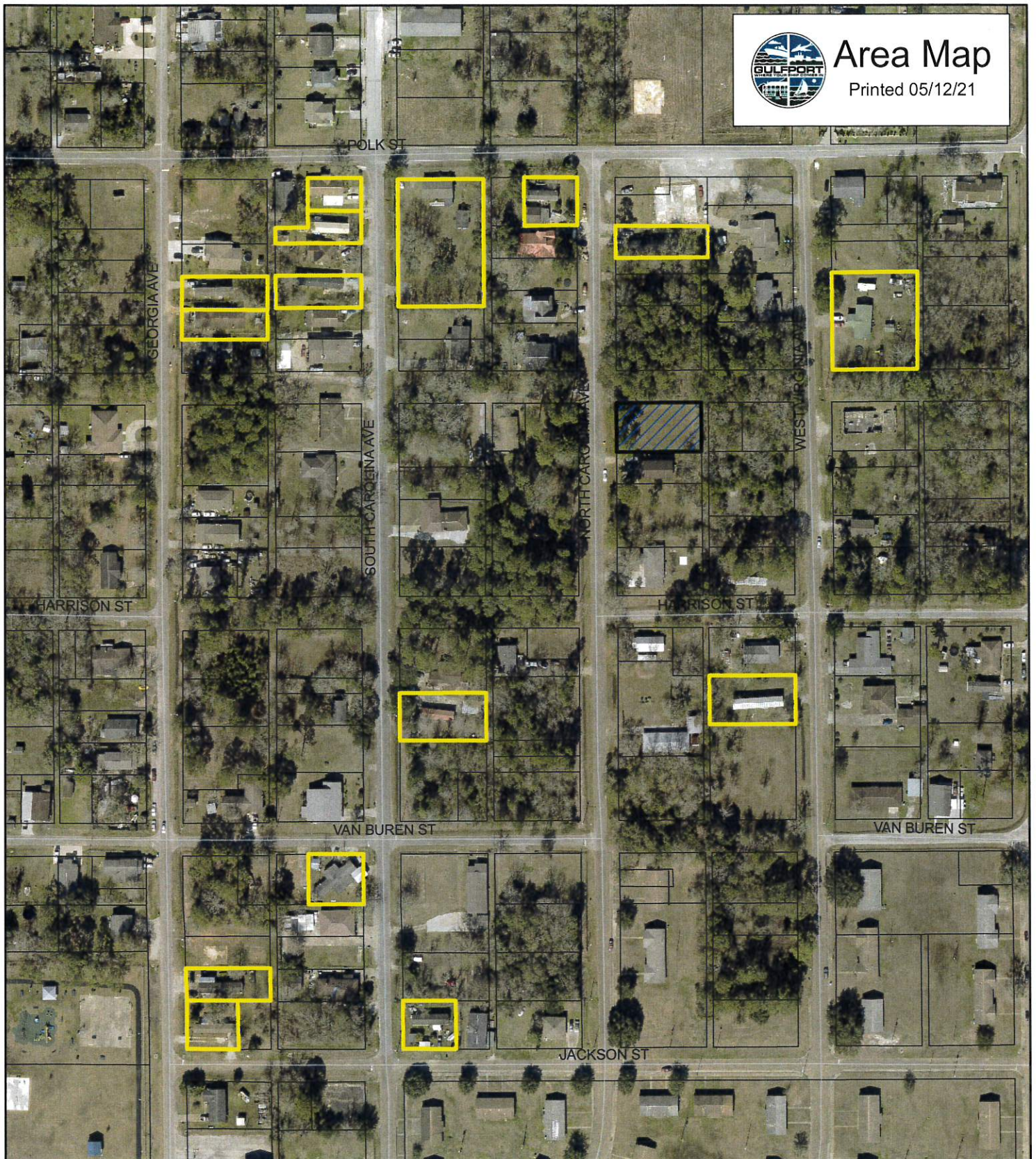
A handwritten signature in black ink, appearing to read 'Greg Pietrangelo', written over a horizontal line.

Greg Pietrangelo
Director of Urban Development Department



Area Map

Printed 05/12/21

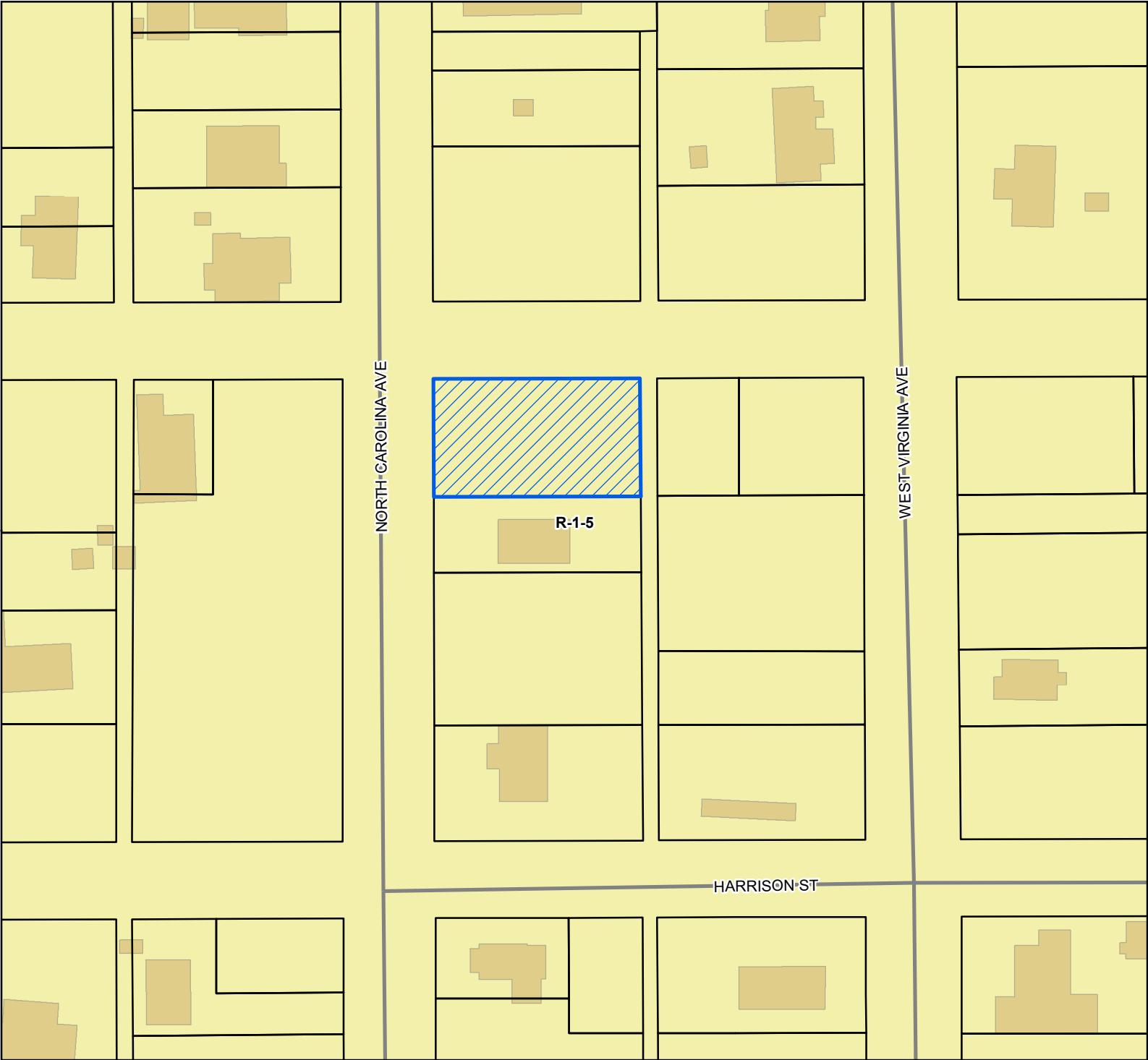


1 inch = 200 feet

- Mobile Homes
- Applicant's Property
- Minor/Residential
- Parcels

DATA DISCLAIMER:

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 Site

 Street

 Parcels

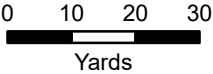
 Buildings

Zoning

R-1-5 - Single Family

 Residence District (Medium Density)

Site Information
0810B-03-043.000
Zoning: R-1-5 (Single-family)
Size: 10,238 sq ft
Flood: X



1 inch = 90 feet



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CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR PLANNING COMMISSION APPROVAL

For Staff Use Only

Case Number: 2105 PC 087Date Received: 6 Apr 2021

Receipt Number: _____

Received By: ESZoning: R-1-5Ward: 3 Flood: XSize: 10,238 sf

(If necessary, use separate sheet of paper)

Property Information

TAX PARCEL #

0	8	1	0	B

 -

0	3

 -

0	4	3

 •

0	0	0

Address of Property Involved: 0 CarolinaLot(s) 17-21, Block(s) 161, Subdivision _____General Location: North Gulfport Polk St + N. Carolina

GENERAL DESCRIPTION OF REQUEST:

would like to move a mobile home off property
2 siblings living in them. ~~One is a 2 bed room~~
~~and is a 3 bedroom.~~ (see attached memo)

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

AGENT

Delphenia Locking
Printed Name of Owner

2279 Bill Horn Way
Mailing Address

El Paso TX 79936
City State Zip code

9073425608
Home Phone

Dale Locking@yahoo.com
Email

[Signature]
Signature of Owner

Alice Carlisle
Printed Name of Agent

2817 55th Ave
Mailing Address

Gulfport, MS 39501
City State Zip code

228-213-6111
Home Phone

10thony@gmail.com
Email

[Signature]
Signature of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.

☐

SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

April 6, 2021

City of Gulfport

Reference: Block 161 lots 17, 18, 19, 20, and 21

Parcel: 0810B-03-043.000

Section 27/28-7-11

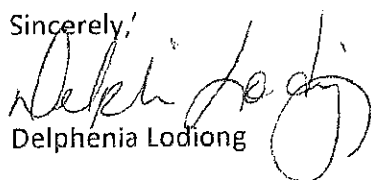
North Gulfport 150-25- Block 161

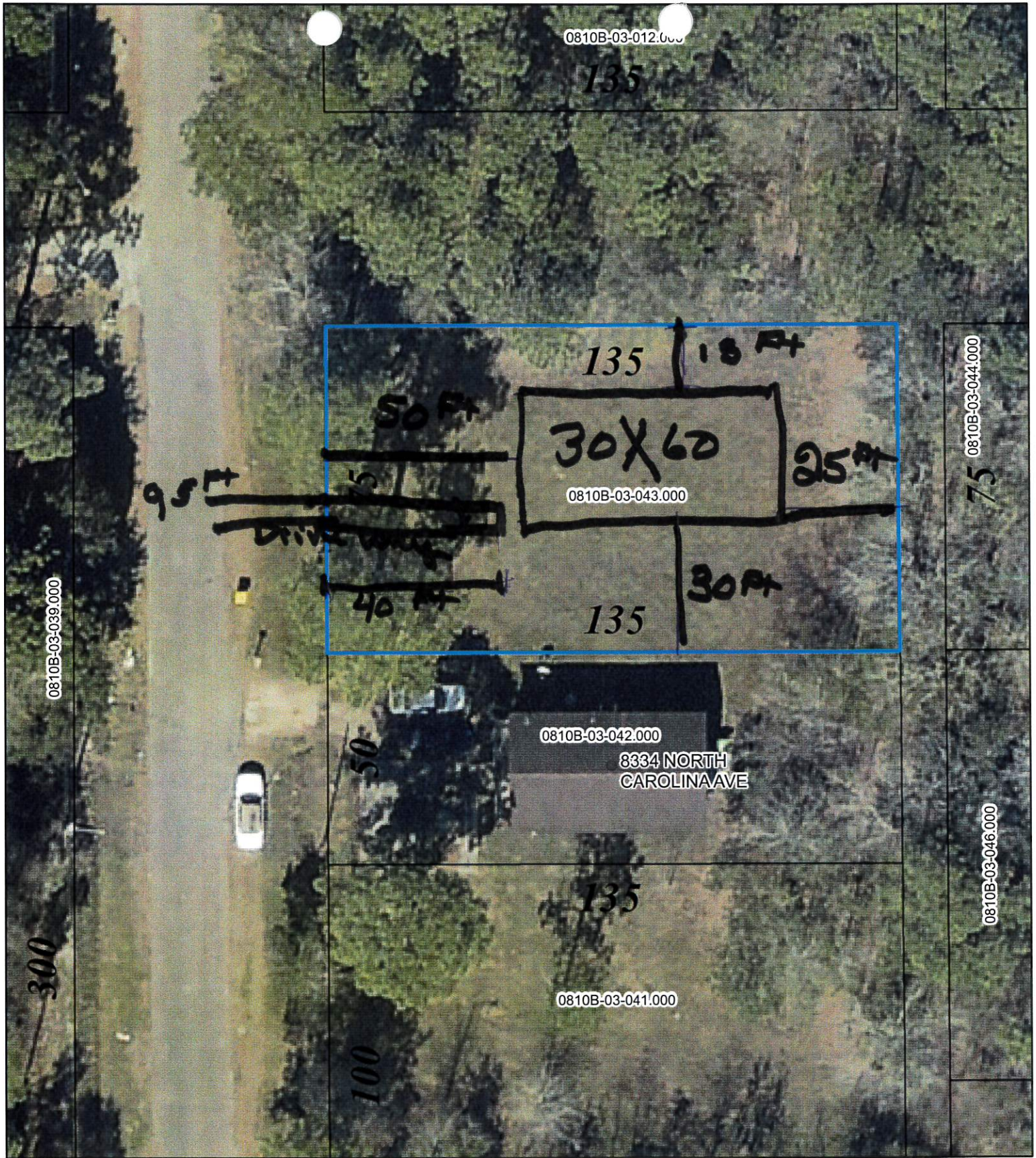
1st Judicial District

As the sole owner of the property, I am looking to put a trailer on property. On lot 18 and 17, and lots 19 20 and 21 will be a 30 x 60 foot, 3 bedroom double wide trailer. There will be one drive way leading up to the trailer. Please note that there are several trailers within a 2 block radius. These lots are off a major road in North Gulfport (Polk Street), therefore access and transportation is very easy accessible. Because it is in North Gulfport it is on public water ns Sewage and will not impact the supply of water in that area. There is public waste disposal which runs twice a week and will be utilized. Fire and Police protection is provide for every resident in the area and will not cause an increase in public service. Other public facilities would be public schools and parks in the area. This is a very quiet street and because both families have only one vehicle it will not create undue traffic congestion or a traffic hazard. Vehicles will be parked in driveway as described in section 21. The trailer will meet the region requirements of being wind stage II. If approved for the trailer the 3 bedroom will be installed in July 2021. It is our hopes that the trailer will be approved to meet the immediate needs of my family.

Thank you in advance for your vote. I can be reached at (907) 3425608 for any questions. My mother Alice Carlisle is acting as an Agent since I am unable to attend.

Sincerely,


Delphenia Lodiong



Area Map

● Address points ☐ Parcels

Q.S.



Printed 4/6/2021

1 inch = 30 feet

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Designation of Agent

I, Delphenra Lo Dong PRINT NAME being owner of the property 0 North Carolina PRIMARY ADDRESS OR PARCEL 39601
which is the subject of this application hereby authorize Alice Carlisle PRINT NAME to act as my
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

Such representation shall be for all purposes concerning any manner, right, or obligation relating to this
petition. This designation authorizes my agent to make verbal or written representations and/or
declarations on my behalf, and I shall be legally bound by said verbal or written representations and/or
declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in
approval or denial of said petition.

Signature

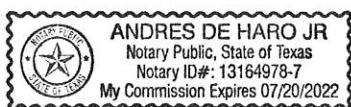
Date

Texas El Paso
STATE OF ~~MISSISSIPPI~~ | COUNTY OF ~~HARRISON~~

Given under my hand and seal of office this the 20 day of April, 20 21

Notary Public

Commission Expiration





1st Judicial District
 Instrument 2021 868 D -J1
 Filed/Recorded 1/20/2021 04:35 P
 Total Fees \$ 26.00
 2 Pages Recorded

Prepared by:
 Vivian Mack-Smokes
 12064 Carnegie Avenue
 Gulfport, MS 39503
 770-289-8611

Return to:
 Delphemia Lodiong
 2279 Bill Horn Way
 EL Paso, TX 79936
 907-342-5608

Indexing information:
 Lots 17 to 21 INC BLK 161 North
 Gulfport SECS 27/28-7-11 S/T/R 27-07-11
 North Gulfport BLKS 150-250
 BLOCK 161

QUITCLAIM DEED
 Under Miss. Code Ann. § 89-1-39

This quitclaim deed, executed this day of January , 2021 by the grantor,
 Jenell M. Mack
 8371 Texas Avenue
 Gulfport, MS 39503
 228-324-3856

in consideration of \$10.00
 Ten dollars
 does hereby convey to the grantee,
 Delphenia Lodiong
 2279 Bill Horn Way
 EL Paso, TX 79936
 907-342-5608

the following real parcel of land, situated in Harrison County, Mississippi described as:
 Lots 17 to 21 INC BLK 161 North Gulfport SECS 27/28-7-11 S/T/R 27-07-11, North Gulfport BLKS
 150-250 BLOCK 161 on file and of record in the office of the Chancery Clerk of the First Judicial
 District of Harrison County, Mississippi.

Commonly known as: Lots 17 TO 21 BLK 161 North Carolina Ave, North Gulfport

Parcel ID: 0810B-03-043.000

Source of title:

Records of the Chancery Clerk of Harrison County, Mississippi

In witness whereof, the grantor has signed and sealed these presents on the day first above written.

Jenell M. Mack
 Signature
 Jenell M. Mack
 Print name
 Grantor
 Capacity

 Signature

 Print name

 Capacity

 Signature

 Print name

 Capacity

 Signature

 Print name

 Capacity

Construe all terms with the appropriate gender and quantity required by the sense of this deed.

STATE OF Mississippi }
 COUNTY OF Harrison }

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of January, 2021, within my jurisdiction, the within named Jenell M. Mack

 who acknowledged that he/she/they executed the above and foregoing instrument.

Rebecca Green
 Notary Public

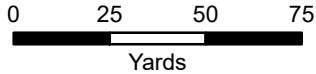
Print name
 My commission expires:



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			DELPHENIA LODIONG (OWNER)	2279 BILL HORN WAY	EL PASO	TX	79936
Y			ALICE CARLISE (AGENT)	2817 55TH AVE	GULFPORT	MS	39501
			Adjacent Property Owners				
	125909	0810B-03-046.001	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
	50162	0810B-03-011.000	BANKS JESSIE R	18193 CAMPBELL CIRCLE APT A	GULFPORT	MS	39501
	50167	0810B-03-012.000	BOOSE ROKELLE	315 31ST ST	GULFPORT	MS	39507
	50409	0810B-03-045.000	BRUMFIELD ARCHIE JR & WF	1673 VINE ST	BILOXI	MS	39531
	50164	0810B-03-009.000	HARVEY JULIETTE -EST-	8371 W VIRGINIA AVE	GULFPORT	MS	39501
	50170	0810B-03-019.000	LOFTON FALESCIA	8359 N CAROLINA AVE	GULFPORT	MS	39503
N	50171	0810B-03-018.000	LOFTON FALESCIA	8359 N CAROLINA AVE	GULFPORT	MS	39501
	50411	0810B-03-043.000	MACK JENELL M	8371 TEXAS AVE	GULFPORT	MS	39501
	50166	0810B-03-013.000	MARTIN AKECIA T & LOFTON WILLIE III	8359 N CAROLINA AVE	GULFPORT	MS	39501
	50407	0810B-03-047.000	MARTIN JANICE HALL ETAL	118 MICHAEL COURT	GULFPORT	MS	39501
	50410	0810B-03-044.000	MGCCC FOUNDATION	P O BOX 99	PERKINSTON	MS	39573
	50401	0810B-03-039.000	MONTGOMERY LEDELL & JULIA	25092 OLD HWY 49	SAUCIER	MS	39574
	50412	0810B-03-042.000	PITTMAN GREGORY	3601 MEADOWLARK	GULFPORT	MS	39501
N	50165	0810B-03-014.000	PITTMAN GREGORY	3601 MEADOWLARK DR	GULFPORT	MS	39501
	50402	0810B-03-038.000	POMMELLS DARLENE	4507 MICHIGAN AVE	GULFPORT	MS	39501
	50408	0810B-03-046.000	PULLEN VALINDA	198 KELLER AVE	BILOXI	MS	39530
	50163	0810B-03-010.000	SPEARS EARNESTINE -EST-	P O BOX 2502	GULFPORT	MS	39501
	50413	0810B-03-041.000	WALKER LARRY D ETAL	8320 N CAROLINA AVE	GULFPORT	MS	39501
N	50414	0810B-03-040.000	WALKER LARRY D ETAL	8320 N CAROLINA AVE	GULFPORT	MS	39501
	50168	0810B-03-020.000	WHITLOCK FANNIE R -EST-	8351 N CAROLINA AVE	GULFPORT	MS	39501



- Site
- Adjacent Properties
- Street
- Buildings



1 inch = 150 feet



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MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 27, 2021

Re: Planning Commission Approval 2105PC088:

Planning Commission Approval 2105PC088, by owner Robert Mingo, tax parcel 0810E-03-071.002, Requests mobile home use, Illinois Ave, Zoned R-1-5 (Single-family), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2105PC088

Hearing Date: May 27, 2021

Current Zoning/Use: R-1-5 / Vacant

Legal: Planning Commission Approval 2105PC088, by owner Robert Mingo, tax parcel 0810E-03-071.002, Requests mobile home use, Illinois Ave, Zoned R-1-5 (Single-family), Ward 3

TECHNICAL DETAILS

The applicant requests approval to place a mobile home on the subject property. Currently, the property is vacant and had what appears to be an accessory structure on it. The attached map will provide a better understanding of the proximity of mobile homes in the surrounding blocks.

EXECUTIVE SUMMARY

Several mobile homes exist in the surrounding blocks; however, they do not make up the majority of the housing stock.

Any approval should consider these conditions:

1. Mobile Homes shall comply with windload and State regulations.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 5/14/2021.

Public Works: No conditions. Memo undated.

Traffic and Safety: No conditions. Memo dated 5/14/2021.

Building Code Services: Mobile Homes shall comply with windload and State regulations. Memo dated 5/12/21.

GIS: No conditions. Memo dated 5/11/2021.

Police Department: No comments as of 5/14/2021.

Fire Department: No conditions. Memo dated 5/11/2021.

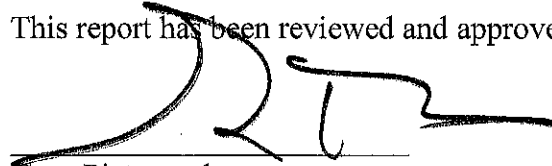
City Arborist: No conditions. Memo dated 5/10/2021.

h. 12

Technical Report
PLANNING COMMISSION APPROVAL

DIRECTOR APPROVAL

This report has been reviewed and approved by:

A handwritten signature in black ink, appearing to be 'GP', written over a horizontal line.

Greg Pietrangelo
Director of Urban Development Department



Area Map

Printed 5/12/2021

WISCONSIN AVE

MADISON ST

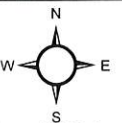
ILLINOIS AVE

INDIANA AVE

JEFFERSON ST

ADAMS ST

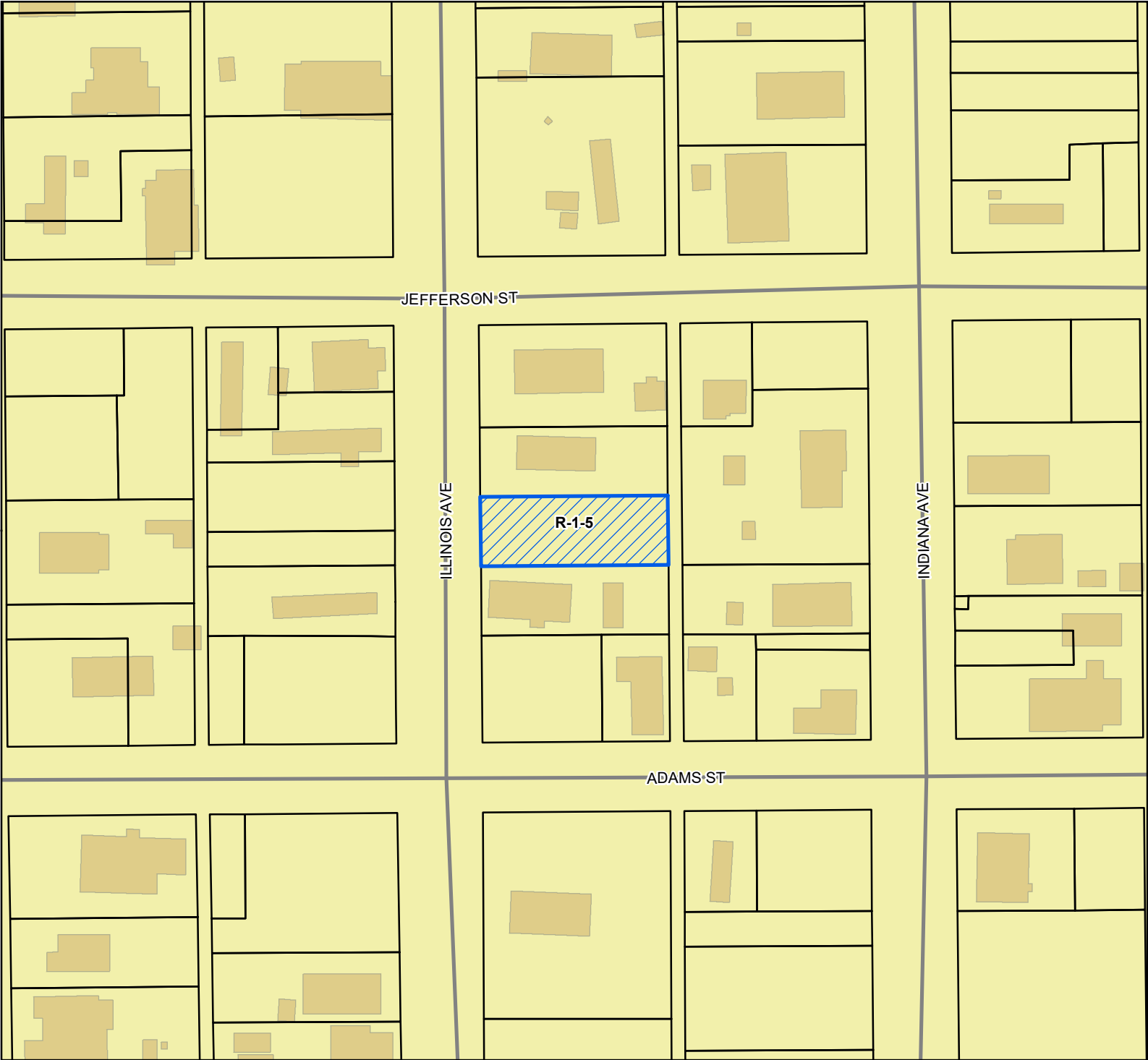
-  Mobile Homes
-  Subject Property
-  Minor/Residential
-  Water Features
-  Parcels



1 inch = 125 feet

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 Site

 Street

 Parcels

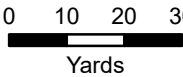
 Buildings

Zoning

R-1-5 - Single Family

 Residence District (Medium Density)

Site Information
0810E-03-071.002
Zoning: R-1-5 (Single-family)
Size: 6,750 sq ft
Flood: X



1 inch = 100 feet



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\$175.00



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL #

0	8	1	0	E

 -

0	3

 -

0	7	1

 •

0	0	2

For Staff Use Only
Case Number: 2105 PC.088
Date Received: 4/7/2021
Receipt Number: _____
Received By: SWP
Zoning: R-1-S
Ward: 3 Flood: X
Size: 6,748
(If necessary, use separate sheet of paper)

Address of Property Involved: Illinois Ave

Lot(s) 22 + 23, Block(s) _____, Subdivision _____

General Location: _____

GENERAL DESCRIPTION OF REQUEST: mobile Home 14x80

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

AGENT

Robert Mingo

Printed Name of Owner

14530 Three Rivers Rd 136

Mailing Address

Gulfport, MS. 39503

City

State

Zip code

228-806 0775

Home Phone

Work/Cell Phone

228-832-9027

Email

Robert Mingo

Signature of Owner

Printed Name of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.

☐

SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.



Area Map

Printed 04/07/21

0810E-03-071.000

0810E-03-070.000

0810E-03-071.001

0810E-03-068.000

0810E-03-071.002

0810E-03-072.000

0810E-03-073.000

0810E-03-074.000

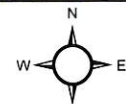
0810E-03-066.000

R-1-5

ILLINOIS AVE

• Addresspoints

▭ Parcels



1 inch = 25 feet

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[illegible]

Transportation and access

I already have process street

I already water supply.

Process.

I have waste disposal
process.

I also have fire and police.

Should not also
The proposal cause undue
Traffic Congestion or Traffic
hazard due to the location
Just 3 miles

Why the proposal is in harmony
With the orderly there of other
Trailer on the same street also
other in surround section.

My location is a perfect area.

PERMITS/INSP PAYMENT RECPT#: 10614685
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 04/07/21 TIME: 14:41
CLERK: sgill DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY: ROBERT MINGO
PAYMENT METH: CASH

REFERENCE:

AMT TENDERED: 75.00
AMT APPLIED: 75.00
CHANGE: .00

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

10-13-187

ENTER

WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS (\$10.00) cash to me in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, HOUSTON MINGO, do hereby sell, convey and warrant unto ROBERT MINGO, the following described real property with all improvements thereon, situated in Harrison County, First Judicial District, Mississippi, to-wit:

Lots 17 to 21, inclusive, and Lots 24 and 25 Block 372, NORTH GULFPORT SUBDIVISION as per the official map or plat thereof in the office of the Chancery Clerk of Harrison County, Mississippi.

Any outstanding ad valorem taxes are assumed by the grantee herein.

WITNESS my signature, this the 19th day of August, 1986.

Houston Mingo
HOUSTON MINGO

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority, a Notary Public, in and for the aforesaid jurisdiction, the within named, HOUSTON MINGO, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his free and voluntary act and deed.

Houston Mingo
HOUSTON MINGO

Sworn to and subscribed before me, this the 19th day of August, 1986.

Joseph Paul [Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES

GRANTOR

Houston Mingo
4218 Illinois Avenue
Gulfport, MS 39501

1049-188

GRANTEES

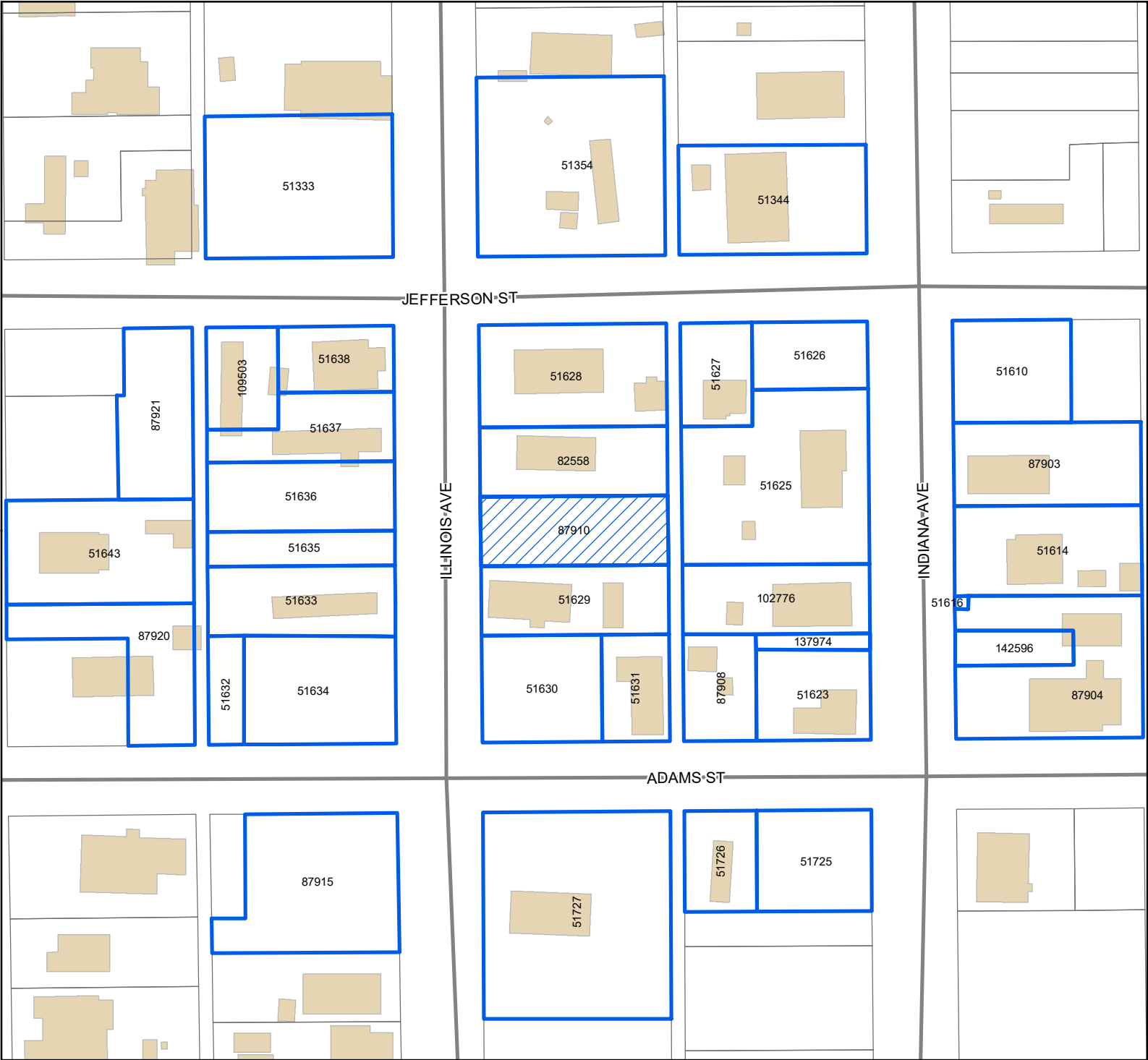
Robert Mingo
4218 Illinois Avenue
Gulfport, MS 39501

1517
5
STATEMENT OF FEES
First Page 2.00
Add. Page at \$1.00 1.00
Abstracting / Section
at \$1.00 1.00
Marginal Entry at .50 .50
Total Fees 4.00

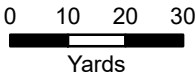
STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 4 o'clock
and 30 minutes P. M. on 19th day of Aug, A.D. 1986
and recorded Aug. 20, 1986 in Records of Deeds
Book 1047 Pages 187-188

G. N. Creel, Chancery Clerk
By Kathy Summers



- Legend**
- Site
 - Adjacent Properties
 - Street
 - Buildings



1 inch = 100 feet



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RE: Planning Commission Approval 2105PC088, by owner Robert Mingo, tax parcel 0810E-03-071.002, Requests mobile home use, Illinois Ave, Zoned R-1-5 (Single-family), Ward 3

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 27, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, May 27, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	87910	0810E-03-071.002	MINGO ROBERT (Owner)	10530 THREE RIVERS RD # 136	GULFPORT	MS	39503
			Adjacent Property Owners				
	51631	0810E-03-074.000	ACR INC	P O BOX 763	GULFPORT	MS	39502
	51626	0810E-03-069.000	ANDERSON MARIA	29972 SOUTH CAFE LINE RD	ALBANY	LA	70711
	51623	0810E-03-067.000	BROTHERN IDA MAE	4205 INDIANA AVE	GULFPORT	MS	39501
	87904	0810E-03-056.000	BUTLER DENOIS ALVIN JR	4204 INDIANA AVE	GULFPORT	MS	39501
n	142596	0810E-03-056.001	BUTLER DENOIS ALVIN JR	4204 INDIANA AVE	GULFPORT	MS	39501
	109503	0810E-04-013.001	CRAWFORD DENECEE D	3103 JEFFERSON STREET	GULFPORT	MS	39501
	87920	0810E-04-038.001	FRANKLIN GEORGE JR & CEOLA A	14110 URSULINE DR	GULFPORT	MS	39503
n	51616	0810E-03-054.001	GULFPORT CITY OF	2905 15TH ST	GULFPORT	MS	39501
	51727	0810E-03-075.000	HALL FRANK H & IOLA G	15403 ADAM ST	GULFPORT	MS	39501
	51630	0810E-03-073.000	HARPER LUEVELL D	4314 E RAILROAD AVE	GULFPORT	MS	39501
	51614	0810E-03-053.001	HOBSON BARBARA ANN	4210 INDIANA AVENUE	GULFPORT	MS	39501
	51725	0810E-03-064.000	JACKSON ELIZABETH	3009 W ADAM STREET	GULFPORT	MS	39501
	87921	0810E-04-040.000	JOHNSON JOHN H	4706 WISCONSIN AVE	GULFPORT	MS	39501
	51643	0810E-04-039.000	JOHNSON JOHN L & TOMIKA	P O BOX 231376	MONTGOMERY	AL	36123
	51629	0810E-03-072.000	JORDAN CAROLYN	2415 CARTER RD	BILOXI	MS	39531
n	51636	0810E-04-014.000	JORDAN CAROLYN	2415 CARTER RD	BILOXI	MS	39531
n	51634	0810E-04-017.000	JORDAN CAROLYN	2415 CARTER RD	BILOXI	MS	39531
n	51635	0810E-04-015.000	JORDAN CAROLYN	2415 CARTER RD	BILOXI	MS	39531
	51633	0810E-04-016.000	JORDAN CAROLYN HOLLIMAN	4213 ILLINOIS AVE	GULFPORT	MS	39501
	102776	0810E-03-067.001	LAWSON ALEXANDER & BONNIE	4203 INDIANA AVENUE	GULFPORT	MS	39501
n	137974	0810E-03-067.002	LAWSON ALEXANDER & BONNIE	4203 INDIANA AVE	GULFPORT	MS	39501
n	87908	0810E-03-066.000	LAWSON ALEXANDER K & BONNIE	4203 INDIANA AVE	GULFPORT	MS	39501
	51726	0810E-03-065.000	LOTT BEVERLY G	3009 WEST ADAM STREET	GULFPORT	MS	39501
	51627	0810E-03-070.000	MAGEE JIM	13115 MILES DR	GULFPORT	MS	39503
	87903	0810E-03-053.000	MCLAURIN DANIEL SR & BONNIE L	4214 INDIANA AVE	GULFPORT	MS	39501
	51628	0810E-03-071.000	MINGO ROBERT	10530 THREE RIVERS RD LOT 136	GULFPORT	MS	39503
n	82558	0810E-03-071.001	MINGO ROBERT E	10530 THREE RIVERS RD	GULFPORT	MS	39503
	51638	0810E-04-012.000	NELSON RUBY LEE E -EST-	4225 ILLINOIS AVE	GULFPORT	MS	39501
	87915	0810E-04-020.000	PARKMAN JOHN L C/O LINDA PARKMAN LEV 20180 LEWIS LANE	PICAYUNE	MS	39466	
n	51344	0810E-02-098.000	RESCUE MISSIONARY BAPT CHURCH				0
	51610	0810E-03-052.000	ROACH SANDY L & WF	4427 SOUTH OAKEWALD STREET UNIT CHICAGO	IL	60653	
	51354	0810E-02-123.000	ROBINSON DONALD RAY	4300 ILLINOIS AVE	GULFPORT	MS	39501
	51333	0810E-04-011.000	SPANN HAROLD & ANNETTE	4309 ILLINOIS AVE	GULFPORT	MS	39501
	51625	0810E-03-068.000	TAYLOR CLARENCE & WF	4213 INDIANA AVE	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
51637	0810E-04-013.000	WARD JOSEPH BENJAMIN	25429 PECAN RD	PASS CHRISTIAN	MS	39571	
51632	0810E-04-018.000	WILLIAMS THEODORE R JR ETAL	P O BOX 444	GULFPORT	MS	39502	

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 27, 2021

Re: Zoning Map Amendment 2104PC071:

Zoning Map Amendment 2104PC071, by agent Chris Fore, tax parcels 0808N-04-053.000 and 0808M-01-002.000, Request to rezone from B-2 (General business) to I-1 (Light industry), 15215 Dedeaux Rd, Ward 7

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2104PC071

Hearing Date: May 27, 2021

Current Zoning/Use: B-2 / Concrete products manufacture

Legal: Zoning Map Amendment 2104PC071, by agent Chris Fore, tax parcels 0808N-04-053.000 and 0808M-01-002.000, Request to rezone from B-2 (General business) to I-1 (Light industry), 15215 Dedeaux Rd, Ward 7

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 27.8 acres of property from B-2 (General business) to an I-1 (Light industrial) zone. Currently, the property is being used as an industrial business with concrete products manufacture on site. The current zoning does not allow for this use or the expansion of it, as is mentioned as a need in the application. Further, there are several unauthorized expansions of the facility as seen in historical imagery. This included doubling the lay down yard and several unpermitted building constructions.

According to the City's 2002 Comprehensive Plan, this area was intended to become commercial in the future land use plan, with some consideration given to the public fire department. Specifically meaning, the existing use of a concrete product manufacture was intended to leave the area, and the property was intended to become commercial.

The applicant has chosen public need as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. Need is addressed by the applicant as this expansion would provide "20+ jobs." The jobs that would be created if this property were commercial would likely exceed that number.

Technical Report

Zoning Map Amendment

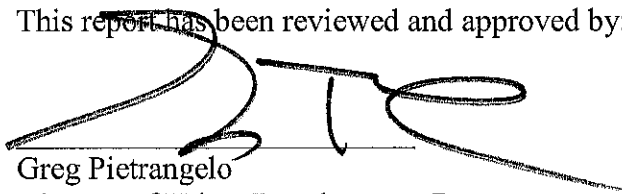
If the property was redeveloped as residential mixed use, the potential to increase the growth of the surrounding area is exponential. Nothing about the character of the neighborhood was addressed by the applicant as is required by case law. While not noted by the applicant, the increase in commercial activity can be seen through nearly a decade of aerial photography.

EXECUTIVE SUMMARY

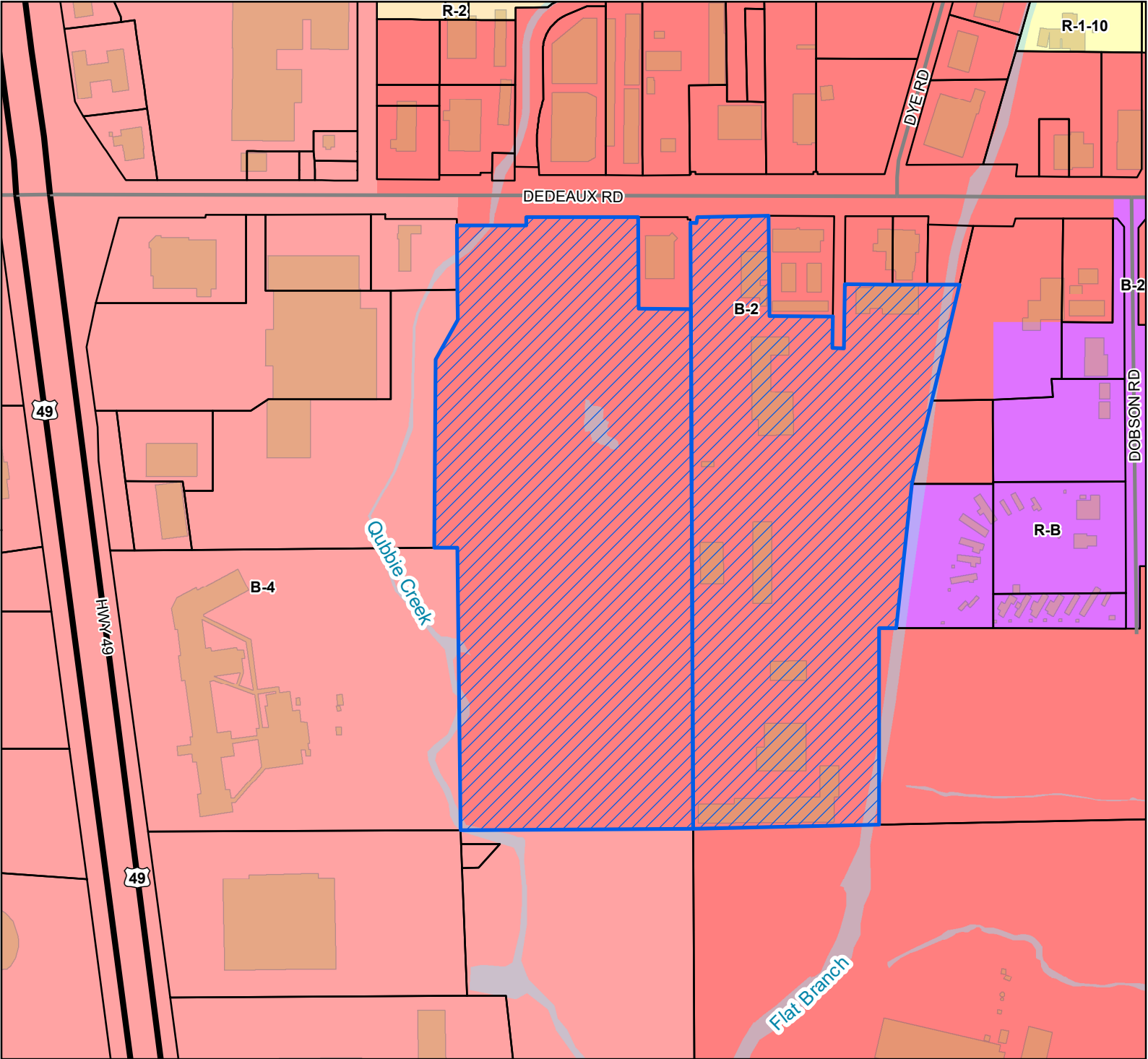
The future plan of the City's growth indicated that continuing this industrial use was not in the future. There is ample free space in the existing industrial areas that would allow for a relocation of this use with closer proximity to the interstate. The current location of an industrial site is not in harmony with the commercial and residential nature of the surrounding area. Approving this would negate many of the principles for which zoning regulations are intended. Furthermore, the city should enforce its current regulations and require the nonconforming use be reverted back to its pre-annexation footprint.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



 Site

 US or State Highway

 Street

 Parcels

 Buildings

 Water Features

Zoning

 B-2 - General Business District

 B-4 - Highway Business District

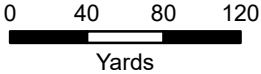
 R-1-10 - Single Family Residence (Low Density)

 R-2 - Single Family Residence District (Medium Density)

 R-B - Residence-Business District

Site Information

0808N-04-053.000
0808M-01-002.000
Zoning: B-2 (General business)
Size: 27.8 acres
Flood: X, AEFW, AE, 0.2% Annual



1 inch = 300 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

**APPLICATION FOR ZONING MAP
AMENDMENT/LAND USE
RECLASSIFICATION (SMARTCODE)**

Property Information

TAX PARCEL #

0	8	0	8	N
0	8	0	8	M

 -

0	4
0	1

 -

0	5	3
0	0	2

 .

0	0	0
0	0	0

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 2104PC071

Date Received: 3/2/21

Receipt #: _____

Received By: mw

Zoning: B-2

Ward: 7 Flood: REFUG, 0.2%

Address of Property Involved: 15215 & 15303 Dedeaux Rd, Gulfport MS 39503

Lot(s) See Attached Block(s) _____, Subdivision _____

General Location: 1/4 mile East of Hwy 49 South side Dedeaux Rd North of Community Rd West of Dobson Rd

GENERAL DESCRIPTION OF REQUEST:

Rezone B-2 parcels to I-1 for existing concrete manufacturer.
Existed prior to annexation

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

AGENT

GULF COAST LAND HOLDINGS, LLC

Printed Name Of Owner

PO Box 2401

Mailing Address

Gulfport MS 39505

City State Zip code

(228) 831-5833

Home Phone

Work/Cell Phone

catfore@designprecast.com

Email

catfore

Signature Of Owner

CHRIS FORE

Printed Name Of Agent

15215 Dedeaux Rd

Mailing Address

Gulfport MS 39503

City State Zip code

(228) 697-4765

Home Phone

Work/Cell Phone

catfore@designprecast.com

Email

catfore

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.



SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) PAT FORE FOR GULF COAST LAND HOLDINGS, LLC
ADDRESS (STREET, CITY, STATE, ZIP CODE) 15215 DEDEAUX RD, GULFPORT MS 39503
PHONE # (H) _____ (W) (228) 831-5833
TAX PARCEL NUMBER(S) OWNED 0808N-04-053.000, 0808M-01-002.000

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: CHRIS FORE

Gulf Coast Land Holdings, LLC

(27+ Acres total property includes a concrete Ready Mix business)

CURRENT OPERATIONS rests on 12.3 acres and has operated as a Ready Mix concrete business since April 1, 1983. This manufacturer currently employs 80+ employees in the manufacturing of pipe and bridge components. These operations were the same before annexation into the city and the area was large enough that it should have been zone I-1 or I-2. At the time and prior to annexation, there were adjoining properties that include steel fabrication, a lumbermill and a large auto salvage yard. With these additional sites, all operating as businesses within an INDUSTRIAL zone, we believe it was a **clerical error** and a lack of effort by the City to actually make proper site visits. The owner, however, operates his manufacturing business legally on this parcel since he is GRANDFATHERED in by virtue of EXISTING on the site prior to annexation.

ADDITIONAL SITE is 15.5 acres and adjoins the first site to the West and is bordered and BUFFERED from neighboring business by Qubbie Creek. This site is currently being used by the business as a lay down yard for current operations. This property is currently being used as a lay down yard by RITE. When viewing the site there is no visible difference or delineation in day-to-day operations.

NEED, The owner is requesting the Zoning be changed to INDUSTRIAL use for expansion of his current operations. The 15.5 acre site while already being used in the business does not allow for a building to be built to expand current operations. This expansion would add an additional 20+ jobs to our city. It is rare that companies expand in these uncertain times but in this case, we have a current employer operating on a site that does not allow for their continued growth.

**GULF COAST LAND HOLDINGS, LLC
WRITTEN CONSENT OF THE SOLE MEMBER AND MANAGER
IN LIEU OF A MEETING**

Pursuant to the provisions of the Revised Mississippi Limited Liability Company Act, the undersigned, being the sole member and manager (the "*Member and Manager*") of Gulf Coast Land Holdings, LLC, a Mississippi limited liability company (the "*Company*"), in lieu of holding a meeting of the Member and Manager, the call and notice of which are hereby expressly waived, does hereby consent to the following action undertaken in the name of and on behalf of the Company:

WHEREAS, the Member and Manager of the Company does hereby approve, authorize, empower and direct Pat Fore, III, as Member and Manager, in the name and on behalf of the Company, to do any and all other acts and things necessary to give effect to the following resolutions and the taking of such actions by the Company shall be conclusive evidence that the same are authorized hereby and are necessary, appropriate and in the best interests of the Company;

WHEREAS, any and all actions heretofore or hereafter taken in the name and on behalf of the Company by Pat Fore, III, as Member and Manager, in connection with or related to the matters set forth herein as contemplated by the following Resolution be, and are hereby adopted, affirmed, approved and ratified in all respects as the act of the Company. It is, therefore,

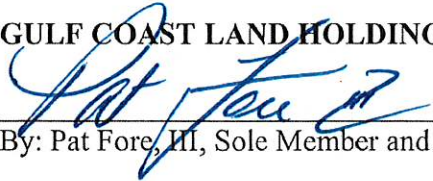
RESOLVED, that Chris Fore is authorized to represent and take action on behalf of the Company, as agent of the Company, in all instances involving the re-zoning of the property owned by the Company at 15215 Dedeaux Rd., Gulfport, MS 39503;

RESOLVED, that Chris Fore, as agent of the Company is hereby authorized to do any and all acts and things and to execute any and all agreements, consents and documents as in their opinion, or in the opinion of counsel to the Company, may be necessary or appropriate in order to carry out the purposes and intent of the foregoing resolution;

RESOLVED, that the undersigned, being the sole Member and Manager of Gulf Coast Land Holdings, LLC, a Mississippi limited liability company, does hereby unanimously consent in writing in accordance with Mississippi Limited Liability Company Act, Miss. Code Ann. § 79-29-101, *et seq.*, as may be amended, to the adoption of this Resolution and to the Company actions as set forth herein and direct that they shall, in all respects, be deemed valid Company actions. This resolution may be executed in multiple counterparts and delivered by electronic transmission with all electronic counterparts together having the effect of an original.

SO RESOLVED, effective as of the 31st day of March, 2021.

GULF COAST LAND HOLDINGS, LLC


By: Pat Fore, III, Sole Member and Manager



John
Judicial District
Instrument 2595 D
Filed/Recorded 4/22/2010 10:43 A
Total Fees \$ 12.00
2 Pages Recorded

SCANNED



PREPARED BY AND RETURN TO RILEY LAW FIRM
P O BOX 550 GULFPORT MS 39502 228-864-4511
Bar# 5359

INDEX: NE 1/4 of SW 1/4 of 9-7-11
STATE OF MISSISSIPPI
COUNTY OF Harrison

W A R R A N T Y D E E D

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned **DEDEAUX ROAD INVESTORS, LLC**, a Mississippi Limited Liability Company, P. O. Box 3226, Gulfport, MS 39505, 228-832-8302, does hereby sell, convey and warrant unto **GULF COAST LAND HOLDINGS, LLC** 15215 Dedeaux Road, Gulfport, MS 39503, 228-831-5833, the following described land and property located and being situated in the First Judicial District of Harrison County, State of Mississippi and being more particularly described as follows, to-wit:

A parcel of land situated in the NE 1/4 of the SW 1/4 of Section 9, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and more particularly described as follows, to-wit:

Beginning at an iron rod at the southeast corner of the NE 1/4 of the SW 1/4 of Section 9, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; thence South 89°28'00" West 501.84 feet to a point in Flat Branch Creek; thence North 00°16'00" West 605.19 feet to an iron rod; thence South 89°43'30" West 51.05 feet to an iron rod; thence North 00°15'41" West 415.04 feet to an iron rod; thence North 33°12'08" East 90.22 feet to an iron rod; thence North 00°16'00" West 215.85 feet to an iron rod on the south margin of Dedeaux Road; thence North 89°42'09" East 147.26 feet along said south margin to a concrete monument; thence North 00°35'18" West 16.92 feet to a concrete monument; thence continue along said south margin North 89°50'36" East 208.22 feet to an iron rod; thence along said south margin South 89°45'24" East 34.14 feet to an iron rod; thence departing said south margin

2

of Dedeaux Road South 00°16'00" East 198.74 feet to an iron rod; thence North 89°51'00" East 110.31 feet to an iron rod; thence South 00°25'55" East 1126.43 to the point of beginning. Said parcel contains 15.20 acres, more or less.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights of way, easements and the prior reservation of any oil, gas and other minerals.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantee, or its assigns, any deficit on an actual proration, and likewise, the Grantee agrees to pay to the Grantor, or its assigns, any amount overpaid by it.

WITNESS THE SIGNATURE of the above company by its member after being duly authorized so to execute and deliver the same, this the 16th day of April, 2010.

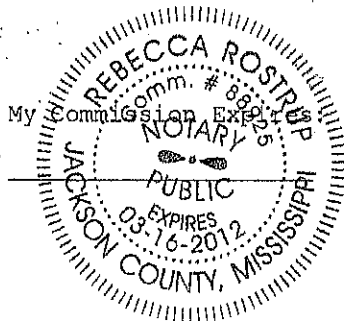
DEDEAUX ROAD INVESTORS, LLC

BY: _____

STATE OF MISSISSIPPI
COUNTY OF Harrison

PERSONALLY came and appeared before me, the undersigned authority in and for said county and state, on this 16 day of April, 2010, within my jurisdiction, the within named T. David Givens who acknowledged that he/she is Managing Member of Dedeaux Road Investors, LLC, a Mississippi Limited Liability Company, and that for and on behalf of the said Limited Liability Company, and as its act and deed he/she executed and delivered the above and foregoing instrument, after first having been duly authorized by said Limited Liability Company so to do.

Rebecca Rostrop
Notary Public





1st Judicial District
Instrument 2009 7626 D -J1
Filed/Recorded 10 27 2009 10 34 A
Total Fees 12 00
3 Pages Recorded

SCANNED



Prepared by:
Gerald M. Warren, Attorney
Attorney at Law
P. O. Box 1506
Gulfport, MS 39502
(228) 897-9975

Return to:
Gerald M. Warren, Attorney
Attorney at Law
P. O. Box 1506
Gulfport, MS 39502
(228) 897-9975

Indexing Instructions: SE 1/4 of Sec. 9, T7S, R11W

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

PAT H. FORE, III
P. O. Box 2401
Gulfport, MS 39505
(228) 831-5833

do hereby sell, convey and specially warrant unto

GULF COAST LAND HOLDINGS, LLC,
a Mississippi Limited Liability Company,
P. O. Box 2401
Gulfport, Mississippi 39505
(228) 831-5833

the following land and property, lying and being situated in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

PARCEL ONE:

The West 165 feet of the NW 1/4 of SE 1/4, Section 9, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, less 30 feet across the North end, as part of Dedeaux Road right-of-way.

2

Being the West 5 acres of said NW 1/4 of SE 1/4 of Section 9, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being the same property conveyed to Pat H. Fore (Pat H. Fore, Jr.) by Roy Harris and Mary Harris by Warranty Deed dated December 15, 1967, and recorded in Deed Book 601 at Page 295.

PARCEL TWO:

That certain parcel of land described as beginning at the Northwest corner of the NW 1/4 of the SE 1/4 of Section 9, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, running thence South 30 feet to the South side of Dedeaux Road, thence running East along the South side of Dedeaux Road 165 feet, thence South 230 feet to the point of beginning; thence South 1,060 feet, more or less, to the North line of the SW 1/4 of the SE 1/4 of Section 9, Township 7 South, Range 11 West; thence East 165 feet; thence North 1,060 feet, more or less to a point due East of the point of beginning; thence West 165 feet to the point of beginning located in Section 9, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being a combination of the same property (1) conveyed to Pat H. Fore, Sr. by Y. H. James and Mattie Lou James by Warranty Deed dated January 18, 1968, and recorded in Deed Book 620 at Page 266, and (2) conveyed to Wallace C. Fore by Y. Hailey James and wife, Mattie Lou James, by Warranty Deed dated January 19, 1971, and recorded in Deed Book 664 at Page 298.

PARCEL THREE:

Beginning at the Northwest corner of the SE 1/4 of Section 9, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, thence South 30 feet to the South side of the right-of-way of Dedeaux Road, thence East 330 feet along the South side of the right-of-way of Dedeaux Road, thence South 300 feet to the starting point; thence East 260 feet, more or less, to a point being 30 feet East of Kibbe Creek old run center and 300 feet South of the South side of the right-of-way of Dedeaux Road, thence in a Southwesterly direction along a line being 30 feet East of the center line of Kibbe Creek old run to the Southern border of the NW 1/4 of the SE 1/4 of Section 9, Township 7 South, Range 11 West, thence West 90 feet, more or less, to a point South of the starting point, thence North 990 feet, more or less, to the starting point; being three acres, more or less, and being the same property conveyed to Pat H. Fore, Jr. and Elizabeth Fore by Y. H. Harris and Mattie Lou Harris by Warranty Deed dated September 30, 1971, and recorded in Deed Book 687 at Page 314.

PARCEL FOUR:

Beginning at the Northwest corner of the NW 1/4 of the SE 1/4 of Section 9, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi; thence South 30 feet to the South side of the right-of-way of Dedeaux Road; thence East 330 feet along the South side of the right-of-way of Dedeaux Road; thence South 160 feet to the starting point; thence South 140 feet; thence

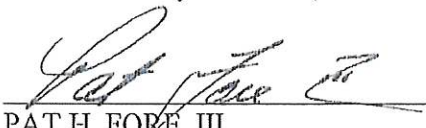
3

East to a point 30 feet East of the center of Kibby Creek old run, being 265 feet, more or less, to Cordell Anderson's West line and Pat H. Fore, Jr.'s Northeast corner; thence in a Northeasterly direction 140 feet, more or less, to a point which is 160 feet South of the South side of the right-of-way of the Dedeaux Road and 30 feet East of the center of Kibby Creek old run; thence West 265 feet, more or less, to the point of beginning, being one (1) acre, more or less, and being the same property conveyed to Pat H. Fore, Jr. by Y.H. James and Mattie Lou James by Warranty Deed dated October 30, 1974, and recorded in Deed Book 739 at Page 284.

THIS CONVEYANCE is subject to any and all recorded easements, rights-of-way, minerals reservations and restrictive covenants applicable to subject property.

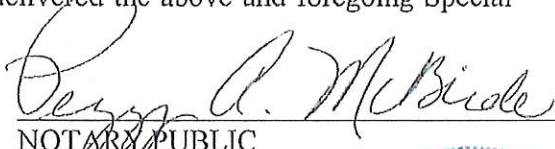
AD VALOREM TAXES for the current year are hereby prorated and assumed as of this date by the Grantee(s) herein.

WITNESS the signature(s) of the Grantor(s) on this the 23rd day of October, 2009.


PAT H. FORE, III

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 23rd day of October, 2009, within my jurisdiction, the within named PAT H. FORE, III, who acknowledged that he signed, executed and delivered the above and foregoing Special Warranty Deed on the day and year therein mentioned.


NOTARY PUBLIC
My Commission Expires:



PERMITS/INSP PAYMENT RECPT#: 10548680
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 03/02/21 TIME: 11:22
CLERK: tnorthng DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY: GULF COAST LAND HOLD
PAYMENT METH: CREDIT CARD

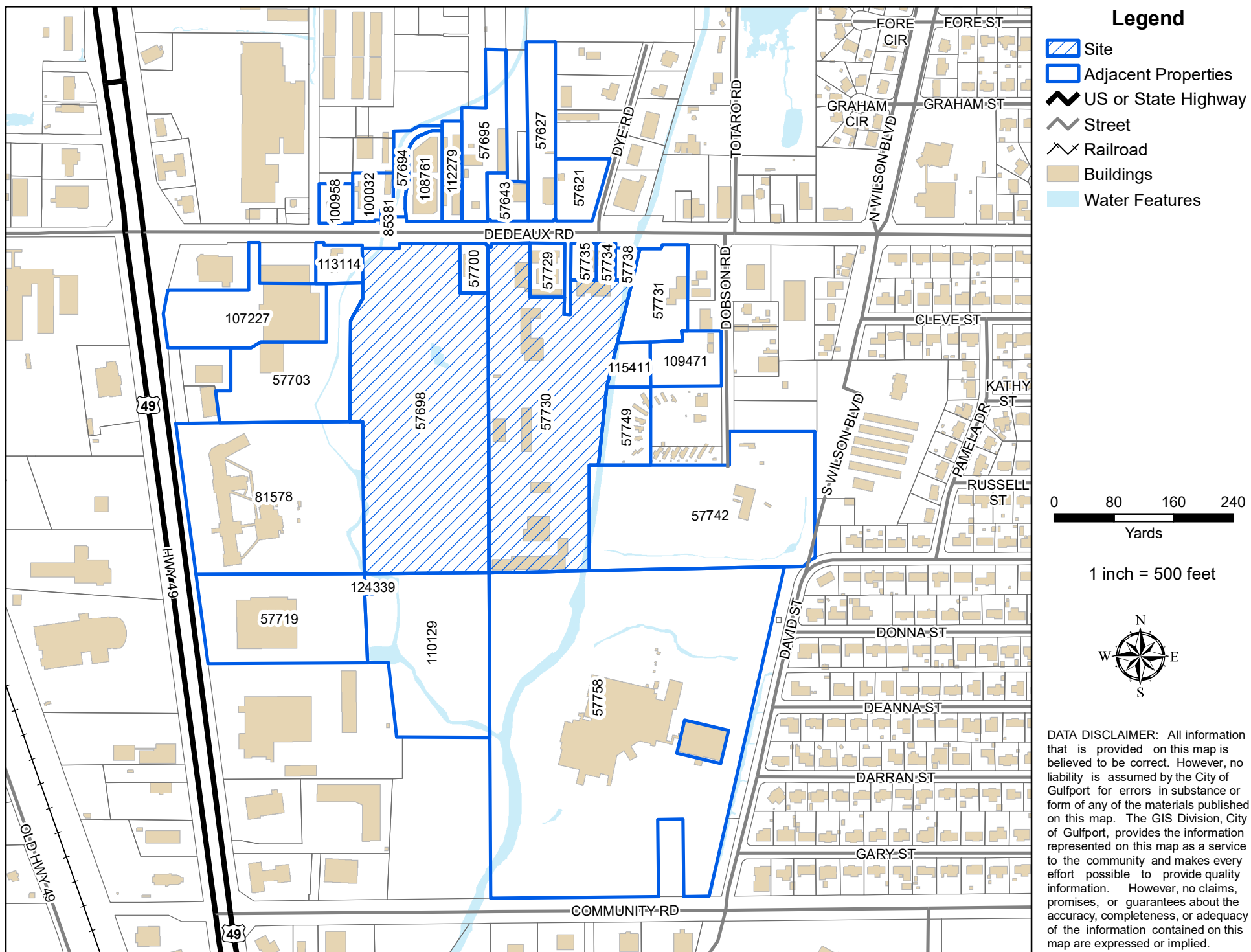
REFERENCE:

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	57730	0808N-04-053.000	GULF COAST LAND HOLDINGS LLC	P O BOX 2401	GULFPORT	MS	39505
	57698	0808M-01-002.000	GULF COAST LAND HOLDINGS LLC	15215 DEDEAUX RD	GULFPORT	MS	39503
			Chris Fore	15215 Dedeaux Rd	GULFPORT	MS	39503
n			Adjacent Property Owners				
	57643	0808K-03-126.000	AUTOZONE MS PROPERTIES INC #3852	DEPT 123 S FRONT ST	MEMPHIS	TN	39503
	57703	0808M-01-004.000	BBT PROPERTIES LLC	P O BOX 700	CENTREVILLE	MS	39631
	107227	0808M-01-004.003	BBT PROPERTIES LLC C/O RYAN LL	15 WEST 6TH ST STE 2400	TULSA	OK	74119
	57627	0808K-03-125.001	BEH INVESTMENTS LLC	15236 DEDEAUX RD	GULFPORT	MS	39503
	113114	0808M-01-004.004	COASTAL CAR WASH OF THE SOUTH LLC	P O BOX 962	LONG BEACH	MS	39560
	108761	0808L-02-039.001	DEDEAUX ROAD WEST LLC	12287 HWY 49	GULFPORT	MS	39505
n	112279	0808L-02-039.002	DEDEAUX ROAD WEST LLC	12287 HWY 49	GULFPORT	MS	39505
n	109471	0808N-04-039.001	GULFPORT CITY OF	P O BOX 4019	GULFPORT	MS	39502
n	124339	0808M-01-006.002	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
n	57731	0808N-04-040.001	GULFPORT CITY OF	P O BOX 4019	GULFPORT	MS	39502
n	115411	0808N-04-040.002	GULFPORT CITY OF	P O BOX 4019	GULFPORT	MS	39502
	100032	0808L-02-040.001	J & C WILLIAMS LP	1447 E PASS RD	GULFPORT	MS	39507
n	57735	0808N-04-046.000	JAMES JOHN D	P O BOX 2388	GULFPORT	MS	39505
	57734	0808N-04-045.000	JAMES JOHN D & CAROLYN JEAN	P O BOX 2388	GULFPORT	MS	39505
	57700	0808M-01-001.000	KCP RE LLC C/O SCHWARTZ,KALES ACCOUNT	6310 SAN VINCENTE BLVD SUITE 250	LOS ANGELES	CA	90048
	57749	0808N-04-054.000	LANIER STEVEN B	11213 DOBSON RD	GULFPORT	MS	39503
	110129	0808M-01-006.001	NICHOLS CHAD & CAROLYN & IVAN	1502 MILL RD	GULFPORT	MS	39507
	57742	0808N-04-037.000	NORTHEND TRUCK SALES INC C/O DOUGLAS	23220 S PINECREST RD	SAUCIER	MS	39574
	100958	0808L-02-040.002	PATEL PRASANT C	15326 DEDEAUX RD	GULFPORT	MS	39503
	57758	0808N-04-028.001	SINGING RIVER HEALTH SYSTEM C/O JACKSC	2915 CANTY ST SUITE R	PASCAGOULA	MS	39567
	57695	0808L-02-038.000	STANLEY MCCAFFREYS SIGN & PLASTIC	231 BRADFORD DRIVE	RICHLAND	MS	39218
	57738	0808N-04-044.001	T L C PROPERTIES INC	10571 OUTDOOR WAY	GULFPORT	MS	39503
	81578	0808M-01-002.001	TBD ACQUISITION II LLC C/O UNIVERSAL HEA	367 SOUTH GULPH RD	KING OF PRUSSIA	PA	19406
	57694	0808L-02-039.000	TELLUS DEVELOPMENT LTD	P O BOX 3226	GULFPORT	MS	39505
	57719	0808M-01-006.000	UNITED STATES POSTAL SERVICE	11110 HWY 49	GULFPORT	MS	39503
	57621	0808K-03-124.000	V F W POST #4526	15206 DEDEAUX RD	GULFPORT	MS	39503
	57729	0808N-04-048.000	VO SCOTT	18 FLEETWOOD RD	GULFPORT	MS	39503
	85381	0808L-02-042.000	WILLIAMS JOHN C	1447 E PASS RD	GULFPORT	MS	39507

2104PC071

Zoning Map Amendment



RE: Zoning Map Amendment 2104PC071, by agent Chris Fore, tax parcels 0808N-04-053.000 and 0808M-01-002.000, Request to rezone from B-2 (General business) to I-1 (Light industry), 15215 Dedeaux Rd, Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 27, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, May 27, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.