AGENDA

GULFPORT CITY PLANNING COMMISSION MEETING

CITY HALL COUNCIL CHAMBERS

THURSDAY, SEPTEMBER 23, 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. PC Proof of Publication

F. Adoption of Minutes

F1. Planning Commission Meeting -August 26, 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. Zoning Map Amendment 2108PC129:

Zoning Map Amendment 2108PC129, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request to rezone from R-2 (Single-family) to B-1 (Neighborhood business), 2137 E Pass Rd, Ward 2

2. Special Exception 2109SE137:

Special Exception 2109SE137, by agents Surjit Singh and Darshan Kaur, tax parcel 1008K-03-002.000, Request liquor sales use, 11594 Lorraine Rd, Zoned B-2 (General business), Ward 6

3. Planning Commission Approval 2109PC138:

Planning Commission Approval 2109PC138, by agent Atrilya W. Cohea, tax parcel 0810F-03-028.000, Request mobile home use, 8176 Mississippi Avenue, Zoned R-1-5 (Single-family), Ward 3

4. Resubdivision 2109PC141:

Resubdivision 2109PC141, by owner WBW Victory Place, LLC, tax parcel 0910I-03-040.003, Divide into two new parcels, Victory St, Zoned T4L (General Urban Zone "Limited"), Ward 2

5. Resubdivision 2109PC143:

Resubdivision 2109PC143, by owner T&D Homes LLC, tax parcel 0810D-03-008.000, Divide into two new parcels, 5107 W. Railroad Ave., Zoned R-1-5 (Single-family), Ward 3

6. Zoning Map Amendment 2109PC144:
Tabled to October 28, 2021 meeting.

Zoning Map Amendment 2109PC144, by agent Greg Smith, tax parcel 1011D-01-026.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), 157 Oleander Dr, Ward 2

7. Resubdivision 2109PC145:

Resubdivision 2109PC145, by agent Henrich & Associates, LLC, tax parcels 0808D-02-001.000 and 0808D-02-002.000, Divide into 6 new parcels, O'Neal Rd, Zoned R-1-10 (Single-family), Ward 7

8. Planning Commission Approval 2109PC146:

Planning Commission Approval 2109PC146, by agent Doris Hill, tax parcel 0901P-05-053.000, Request private lodge use, 400 Security Sq, Zoned T4+ (General Urban Zone "Plus"), Ward 2

9. General Plan 2109PC147:

General Plan 2109PC147, by agent Brown, Mitchell & Alexander, Inc., tax parcel 0908D-01-009.000, 0908D-01-010.000, 0908D-01-011.000, 0908D-01-015.000, 0908E-01-001.000 Approval of General Plan for a 28-lot subdivision (Forest Ridge Subdivision), O'Neal Road, Zoned R-1-15 (Sigle-family) and R-1-7.5 (Single-family), Ward 6

10. Zoning Map Amendment 2109PC148:

Zoning Map Amendment 2109PC148, by agent Lawrence C. Rumsey, tax parcel 0807F-01-003.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15201 S Swan Rd, Ward 7

11. <u>Zoning Map Amendment 2108PC127:</u>
<u>(Postponed from the August 26, 2021 meeting)</u>

Zoning Map Amendment 2108PC127, by owners Yvonne and Errol Smith, tax parcel 0711O-03-020.000, Request to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Ford St, Ward 2

G4. <u>Other Business</u>

H. Adjournment

 17-12

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.

ORDER DETAILS

Order Number:
IPL0039586
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
50.52
Payment Type:
Account Billed
User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
September 1, 2021 2:21:48 PM EDT
Amount:
50.52

SCHEDULE FOR AD NUMBER IPL00395860

September 8, 2021
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00395860

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 P.M., Thursday, September 23, 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 2108PC129, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request to rezone from R-2 (Single-family) to B-1 (Neighborhood business), 2137 E Pass Rd, Ward 2

Special Exception 2109SE137, by agents Surjit Singh and Darshan Kaur, tax parcel 1008K-03-002.000, Request liquor sales use, 11594 Lorraine Rd, Zoned B-2 (General business), Ward 6

Planning Commission Approval 2109PC138, by agent Atrilya W. Cohea, tax parcel 0810F-03-028.000, Request mobile home use, 8176 Mississippi Avenue, Zoned R-1-5 (Single-family), Ward 3

Resubdivision 2109PC141, by owner WBW Victory Place, LLC, tax parcel 0910I-03-040.003, Divide into two new parcels, Victory St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Resubdivision 2109PC143, by owner T&D Homes LLC, tax parcel 0810D-03-008.000, Divide into two new parcels, 5107 W. Railroad Ave., Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2109PC144, by agent Greg Smith, tax parcel 1011D-01-026.000, Request to rezone from T6 (Urban Core Zone) to T4+(General Urban Zone "Plus"), 157 Oleander Dr, Ward 2

Resubdivision 2109PC145, by agent Henrich & Associates, LLC, tax parcels 0808D-02-001.000 and 0808D-02-002.000, Divide into 6 new parcels, O'Neal Rd, Zoned R-1-10 (Single-family), Ward 7

Planning Commission Approval 2109PC146, by agent Doris Hill, tax parcel 0901P-05-053.000, Request private lodge use, 400 Security Sq, Zoned T4+ (General Urban Zone "Plus"), Ward 2

General Plan 2109PC147, by agent Brown, Mitchell & Alexander, Inc., tax parcel 0908D-01-009.000, 0908D-01-010.000, 0908D-01-011.000, 0908D-01-015.000, 0908E-01-001.000 Approval of General Plan for a 28-lot subdivision (Forest Ridge Subdivision), O'Neal Road, Zoned R-1-15 (Single-family) and R-1-7.5 (Single-family), Ward 6

Zoning Map Amendment 2109PC148, by agent Lawrence C. Rumsey, tax parcel 0807F-01-003.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15201 S Swan Rd, Ward 7

This the 1st day of September 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, August 26, 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 **4:32 pm**

D. Determination of a Quorum: A roll call was performed and a quorum was determined.

BOARD MEMBERS PRESENT:
WM. PRINCE JONES
CHARLIE HEWES
HAROLD SPANN
KEITH WILLIAMS
VIRGINIA ADOLPH
BJ SELLERS
BRANDON ELLIOTT
TIM DAIGLE JR.

BOARD MEMBERS ABSENT:
DOUG HANCOCK
JOHN ANTHONY

STAFF MEMBERS PRESENT:
GREG HOLMES
MATILDA WELCH
CORY LONG
NELISIA NEWELL

COURT REPORTER:
NORMA SOROE

E. Confirmation of Agenda:

F. Adoption of Minutes:

A **motion by Mr. Spann** to approve Minutes of the **July 22, 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. **<u>Resubdivision 2108PC119:</u>**

by owner Michael Brown, tax parcel 0708A-02-014.000, request to divide into two new parcels, 12375 Herring Rd. Zoned R-1-15 (Single-family), Ward 7

Speaking for the Petition: Michael Brown

Speaking against the Petition: None

Motion: Mr Daigle – To approve applicant request.

Second: Mr. Spann

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

Action: Motion carried unanimously.

2. **<u>Planning Commission Approval 2108PC126:</u>**
   <u>(Withdrawn by Administrator)</u>

by owner Coastal Properties, LLC, tax parcels 0711J-01-031.000 & 0711J-01-030.001, Request approval of a surface parking lot use, 43rd Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 1

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

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

Action:

3. **<u>Zoning Map Amendment 2108PC127:</u>**

by owners Yvonne and Errol Smith, tax parcel 0711O-03-020.000, Request to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Ford St, Ward 2

Speaking for the Petition: Emily Rhinelander

Speaking against the Petition: Jim Foster, Williams J. McCown

Motion: Mrs. Adolph – To table applicant request for future discussion.

Second: Mr. Spann

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

Action: Motion carried unanimously.

4. **<u>Zoning Map Amendment 2108PC128:</u>**

by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.001, Request to zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

Speaking for the Petition: Nick Gant

Speaking against the Petition:Mrs. Adolph (other)

Motion: Mr. Hewes – To approve applicant request.

Second: Mr. Jones

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

Action: Motion carried unanimously.

5. **<u>Planning Commission Approval 2108PC130:</u>**

by agent Andrea Gomez, tax parcel 0907H-02-025.000, Requests mobile home use, Three Rivers Rd, Zoned R-1-5 (Single-family), Ward 6

Speaking for the Petition: Andrea Gomez

Speaking against the Petition: None

Motion: Mr. Jones – To approve applicant request.

Second: Mr. Sellers

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

Action: Motion carried unanimously.

6. **<u>Resubdivision 2108PC132:</u>**

by owners Daniel Rube and Valerie Lane, tax parcels 0911C-01-046.000 & 0911C-01-047.000, Divide into two new parcels, 534 and 536 25th St, Zoned R-2 (Single-family), Ward 3

Speaking for the Petition: Valerie Lane

Speaking against the Petition: None

Motion: Mr. Hewes – To approve applicant request.

Second: Mrs. Adolph

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

Action: Motion carried unanimously.

7. **<u>Planning Commission Approval 2108PC133:</u>**

by agent Tina Lewis, tax parcel 0810B-03-036.000, Request approval for a mobile home use, 8332 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

Speaking for the Petition: Tina Lewis

Speaking against the Petition: None

Motion: Mr. Spann – To approve applicant request.

Second: Mr. Jones

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

Action: Motion carried unanimously.

8. **<u>General Plan 2108PC134:</u>**

by agent Heinrich and Associates, LLC, tax parcel 0808K-03-133.000, Approval of General Plan for a 58-lot 4-outparcel subdivision (Camden Court), Dye Rd, Zoned R-2 (Single-family), Ward 7

Speaking for the Petition: Bobby Heinrich

Speaking against the Petition: Richard Blair (other)

Motion: Mr. Hewes – To approve applicant request with the conditions that a tree replacement will be required and sprinklers shall be installed.

Second: Mr. Spann

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

Action: Motion carried unanimously.

9. **<u>Planning Commission Approval 2108PC135:</u>**

by owner Sharesa Storey, tax parcel 0811F-01-017.000, Requests home occupation for real estate sales use, 2016 19th St, Zoned R-O (Residence-office), Ward 3

Speaking for the Petition: Sharesa Storey

Speaking against the Petition: None

Motion: Mrs. Adolph – To approve applicant request with condition that no customers shall come to the home.

Second: Mr. Jones

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

Action: Motion carried unanimously.

10. **<u>Special Exception 2107SE114:</u>**
(Tabled from July 22, 2021 meeting)

by owner Lil' Tot's Day care and Creative Learning Center, LLC, tax parcel 0809J-01-042.001, Requests day care use, 14491 Creosote Rd, Zoned B-2 (General business), Ward 3

Speaking for the Petition: Adrian Crosby

Speaking against the Petition: None

Motion: Mr. Jones – To approve applicant request.

Second: Mr. Daigle

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

Action: Motion carried unanimously.

11. <u>Zoning Text Amendment 2109PC149:</u>

by City of Gulfport, City of Gulfport, Amendments to
the Comprehensive Zoning Ordinance, as amended, Section I. Definitions (B) Words and Phrases – Accessory Building or Use, and, to amend Section IV. Supplementary Regulations (A)(2)(i)

Speaking for the Petition: Greg Petrangilo

Speaking against the Petition: No

Motion: Mr. Elliott – To approve the applicant request.

Second: Mr. Hewes

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

Action: Motion carried unanimously.

H. <u>Adjournment</u>

There being no further business, a Motion was made by **<u>Mrs. Adolph</u>** to adjourn, seconded by **<u>Mr. Spann</u>** and carried unanimously. The meeting adjourned at **<u>5:46pm .</u>**

_____ Date: _____
WILLIAM PRINCE JONES, Secretary

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

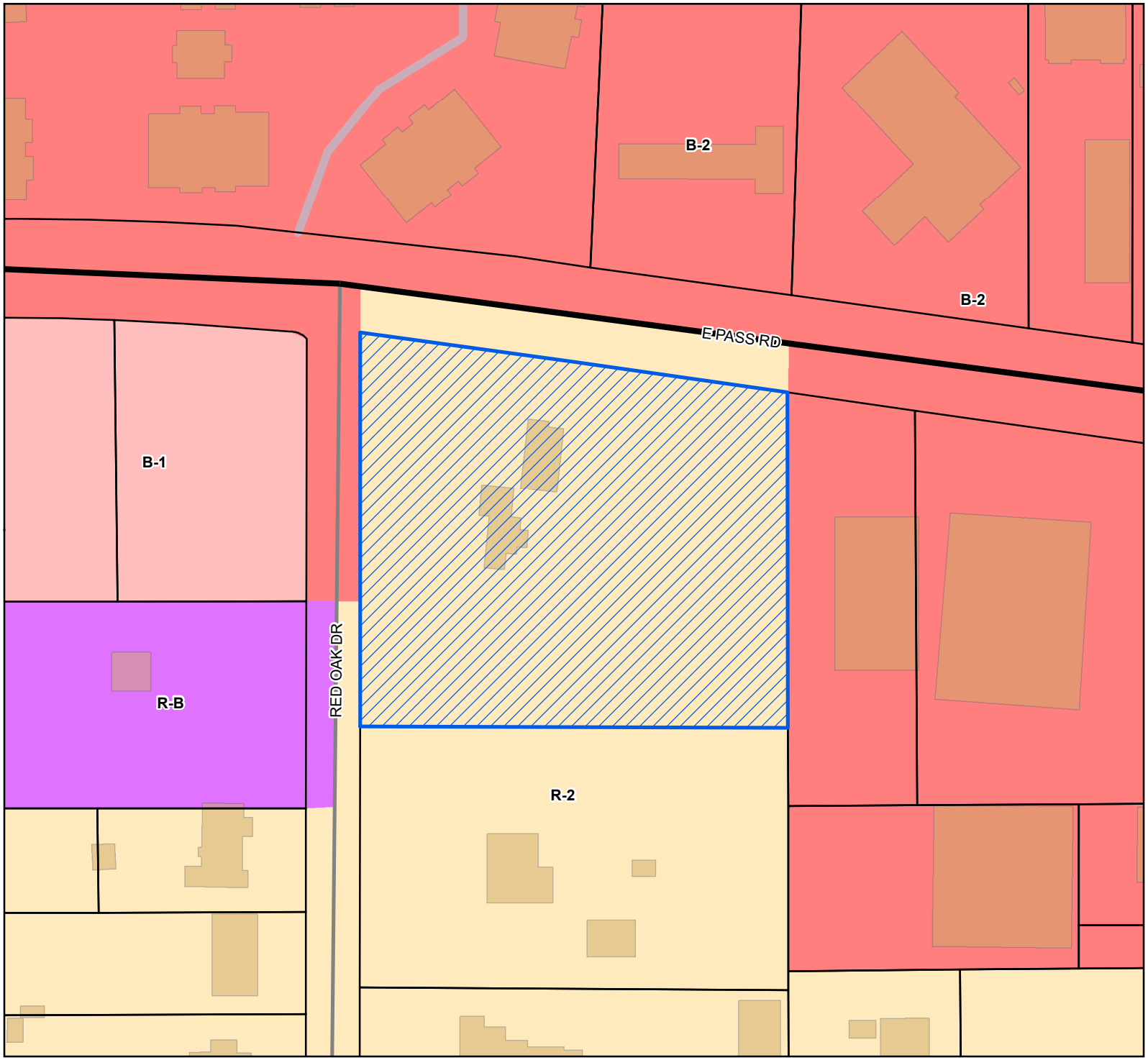
Date of Hearing: September 23, 2021

Re: <u>Zoning Map Amendment 2108PC129:</u>

Zoning Map Amendment 2108PC129, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request to rezone from R-2 (Single-family) to B-1 (Neighborhood business), 2137 E Pass Rd, Ward 2

2108PC129

Zoning Map Amendment



Site
US or State Highway
Street
Parcels
Buildings
Water Features

Zoning

B-1 - Neighborhood Business District
B-2 - General Business District
R-2 - Single Family Residence District (Medium Density)
R-B - Residence-Business District

Site Information

1010H-02-030.000
Zoning: R-2 (Single Family)
Size: 1.88 acres
Flood: X

0 10 20 30
Yards

1 inch = 100 feet

N
W E
S

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

For Staff Use Only

Case File #: 2108PC129

Date Received:

Receipt #:

Received By:

Zoning: R-2

Ward: 2 Flood:

APPLICATION FOR ZONING MAP AMENDMENT/LAND USE RECLASSIFICATION (SMARTCODE)

Property Information

TAX PARCEL # 1 0 1 0 4 – 0 2 – 0 3 0 . 0 0 0

(If necessary, use separate sheet of paper)

Address of Property Involved: 2137 E PASS RD, GULFPORT MS 39507

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: NORTH EAST CORNER RED OAK & PASS RD

GENERAL DESCRIPTION OF REQUEST:

CHANGE ZONING FROM R-2 TO B1

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 reauest.

OWNER

IVAN SPINNER
Printed Name Of Owner

440 GREEN TEAL CT
Mailing Address

Biloxi MS 39531
City State Zip code

954-662-3500
Home Phone Work/Cell Phone

insurance@gmail.com
Email

Signature Of Owner

AGENT

Garlon Pemberton
Printed Name Of Agent

9591 South Bayou Bend Dr
Mailing Address

Gulfport MS 39503
City State Zip code

228-324-2366 SAME
Home Phone Work/Cell Phone

lgtruckgroup@gmail.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.

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550

File#211037

Indexing Instructions:
W ½ of the SW 1/4 of the SE 1/4
Section 29, T7S, R10W, Harrison
County, 1st JD, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

THAT 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,

JAMES U. LEUENBERGER and KATHERINE JENNINGS
a/k/a KATHERINE A. JENNINGS
111 DOGWOOD DRIVE
GULFPORT, MS 39507
(228) 223-7254

do hereby grant, bargain, sell, convey and warrant, unto

GULF COAST EXOTIC AUTO, LLC
A MS Limited Liability Company
2137 E PASS ROAD
GULFPORT, MS 39507
(954) 662-3500

the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

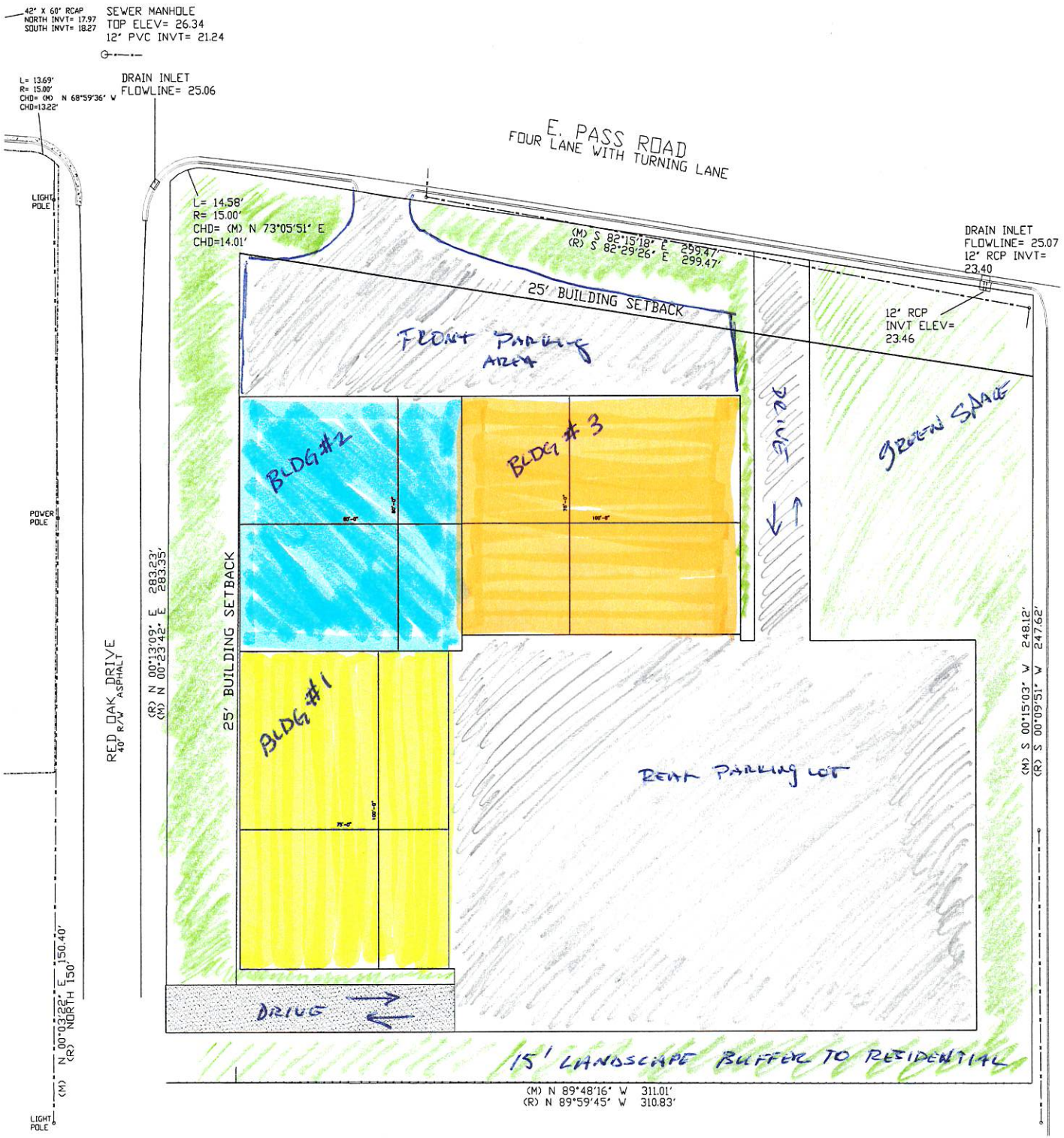
ATTACHED HERETO AS EXHIBIT "A"

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a

1. Change in Conditions:
    a. Over the last year we have been improving the properties to the West. With these improvements and new business coming into the area we believe that this is changing the area. Now the area has momentum we believe this momentum can and will continue moving East thus warranting the change in zoning for this parcel.
2. Increase in need for sites:
    a. Due to the improvements over the last year mentioned above we are seeing a growing demand for new business in the area. Business realize the traffic count on Pass Road and are wanting to be there but not in areas that look abandoned. We believe with continued improvement on Pass Road in the immediate area the demand for new space will continue to increase. At this current time all the spaces have lease contracts with NO vacancies.

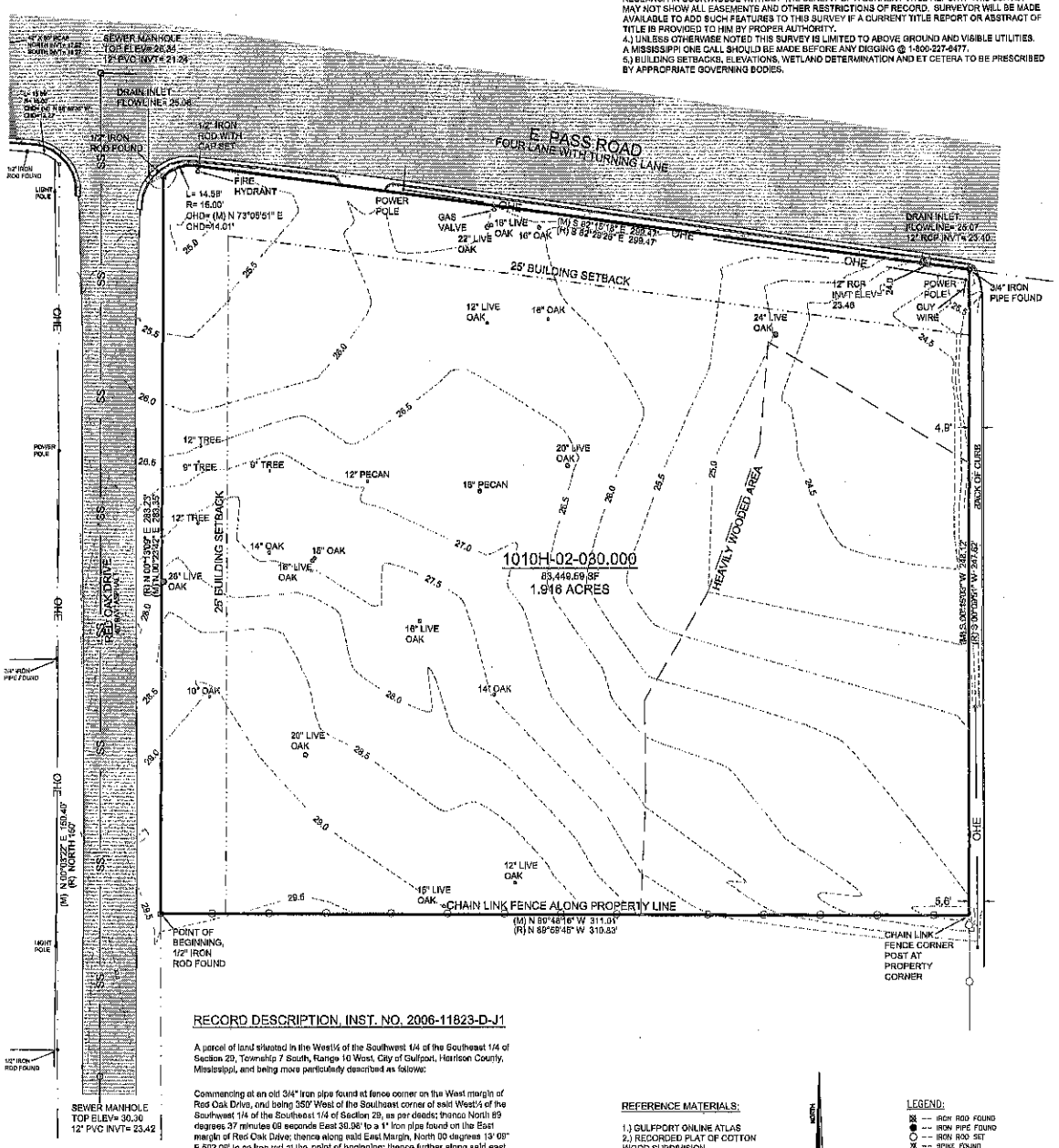
1. Interest:
    a. Garlon Pemberton, on behalf of Ivan Spinner.
2. Condition for change:
    a. Increase in need for sites
3. Development Schedule
    a. Upon completion of zoning change plans will be submitted within 60days for review and upon building permit being issued we will begin start of construction within 30 days. Estimated construction time frame will be 1 yr.
4. Effects of Amendment:
    a. Requesting a change from residential (R2) to business (B1). This lot has previously had an abandoned building with homeless people living in it. This was not safe for the surrounding areas due to not know who was coming and going. This will be a well lit and new building added to the community. There will be a 15' landscape buffer with a fence installed to the south of the property to ensure minimal impact on residential lots adjoining.
5. Error
    a. N/A


42" X 60" RCAP
NORTH INVT= 17.97
SOUTH INVT= 18.27
SEWER MANHOLE
TOP ELEV= 26.34
12" PVC INVT= 21.24
L= 13.69'
R= 15.00'
CHD= (M) N 68°59'36" W
CHD=13.22'
DRAIN INLET
FLOWLINE= 25.06
E. PASS ROAD
FOUR LANE WITH TURNING LANE
LIGHT POLE
L= 14.58'
R= 15.00'
CHD= (M) N 73°05'51" E
CHD=14.01'
(M) S 82°15'18" E 299.47'
(R) S 82°29'26" E 299.47'
DRAIN INLET
FLOWLINE= 25.07
12" RCP INVT= 23.40
12" RCP
INVT ELEV= 23.46
25' BUILDING SETBACK
FRONT PARKING AREA
BLDG #2
BLDG # 3
DRIVE
GREEN SPACE
POWER POLE
(R) N 00°13'09" E 283.23'
(M) N 00°23'42" E 283.35'
25' BUILDING SETBACK
RED OAK DRIVE
40' R/W ASPHALT
BLDG #1
REAR PARKING LOT
(M) S 00°15'03" W 248.12'
(R) S 00°09'51" W 247.62'
DRIVE
(M) N 00°03'22" E 150.40'
(R) NORTH 150'
15' LANDSCAPE BUFFER TO RESIDENTIAL
(M) N 89°48'16" W 311.01'
(R) N 89°59'45" W 310.83'
LIGHT POLE

30 0 15 30 60 120

NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
2.) ELEVATIONS SHOWN ARE BASED ON NAVD88, GEIOD 2009.
3.) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH IN COURTHOUSE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL BE MADE AVAILABLE TO ADD SUCH FEATURES TO THIS SURVEY IF A CURRENT TITLE REPORT OR ABSTRACT OF TITLE IS PROVIDED TO HIM BY PROPER AUTHORITY.
4.) 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.
5.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.



RECORD DESCRIPTION, INST. NO. 2006-11823-D-J1

A parcel of land situated in the West½ of the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at an old 3/4" iron pipe found at fence corner on the West margin of Red Oak Drive, and being 350' West of the Southeast corner of said West½ of the Southwest 1/4 of the Southeast 1/4 of Section 29, as per deeds; thence North 89 degrees 37 minutes 08 seconds East 30.96' to a 1" iron pipe found on the East margin of Red Oak Drive; thence along said East Margin, North 00 degrees 13' 00" E 502.09' to an iron rod at the point of beginning; thence further along said east margin, N 00 degrees 13'00" E 253.23' to an iron rod; thence along a curve of said east margin to the right, having a radius of 15' and an arc of 14.58', to an iron rod being N 75 degrees 29 ' 24" E 14.01' and lying on the south margin of Pass Road; thence along said south margin of Pass Road, S 82 degrees 29'26" E 299.47' to an iron rod at the northwest corner of Gloria Carr property; thence along the west line of said property, S 00 degrees 09'51" W 247.62' to an old chain-link fence corner post; thence along an old fence line, N 89 degrees 59'45" W 310.83' to the point of beginning, containing 1.912 acres.

REFERENCE MATERIALS:

1.) GULFPORT ONLINE ATLAS
2.) RECORDED PLAT OF COTTON WOOD SUBDIVISION
3.) RECORDED PLAT OF GREAT SOUTHERN GOLF ESTATES, UNIT 3
4.) INST. NO. 2017-6755-D-J1
5.) INST. NO. 2017-6759-D-J1
6.) DEED BOOK 1262, PAGE 328
7.) DEED BOOK 1296, PAGE 694
8.) DEED BOOK 1448, PAGE 407
9.) INST. NO. 2006-11823-D-J1

NORTH

LEGEND:

- -- IRON ROD FOUND
- -- IRON PIPE FOUND
- -- IRON ROD SET
- -- SPIKE FOUND
- -- SPIKE SET
- -- CONCRETE MONUMENT FOUND
- -- CONCRETE MONUMENT SET
- -- LIGHTARD KNOT FOUND
- (M) -- AS MEASURED
- (R) -- AS PER RECORD
- A/P -- AS PER PLAT
- IRF -- IRON ROD FOUND
- IRS -- IRON ROD SET

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S. DATE 6/16/2021

CLIFFORD A. CROSBY
No. 2003
PROFESSIONAL LAND SURVEYOR
STATE OF MISSISSIPPI

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" ACCORDING TO MAP NUMBER 28047C0268G DATED JUNE 16, 2009

SURVEY CLASS – "B"	FOR:	BEARINGS SHOWN HEREON ARE DERIVED BY:
SCALE: 1" = 30'	LG TRUCKING	GPS OBSERVATION, STATE PLANE GRID, MS EAST

CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649
EMAIL: cliffordcrosby@cablelone.net

DATE OF FIELD WORK:	6/05/2021
PARTY CHIEF: CC	
INSTRUMENT MAN: CC	
RODMAN: CC	
DRAWN BY: CAC	
DRAWING NUMBER: 19235 EAST OF RED OAK	
REVISED:	

To whom it may concern,

I Ivan Spinner, _____ to allow Garlon Pemberton of HP Development, LLC to act as our agent in any and all ways possible in regard to zoning, resub division, etc… for Parcel #1010H-02-030.00

_____
Katherine Leuenberger

James U. Leuenberger
JAMES U. LEUENBERGER

_____
Notary

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 32174
CELESTE PAIGE
Commission Expires
March 22, 2023
HARRISON COUNTY

To whom it may concern,

I Ivan Spinner, Agree to allow Garlon Pemberton of HP Development, LLC to act as our agent in any and all ways possible in regard to zoning, resub division, etc... for Parcel #1010H-02-030.00

Katherine Leuenberger

James U. Leuenberger
JAMES U. LEUENBERGER

Celeste Paige

Notary

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 32174
CELESTE PAIGE
Commission Expires
March 22, 2023
HARRISON COUNTY

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in the West One Half of the Southwest Quarter of the Southeast Quarter (W ½ of the SW 1/4 of the SE 1/4) of Section 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at an old 3/4" iron pipe found at a fence corner on the West margin of Red Oak Drive, and being 350 feet West of the Southeast Corner of said West One Half of the Southwest Quarter of the Southeast Quarter (W ½ of the SW 1/4 of the SE 1/4) of Section 29, as per Deeds; thence North 89 degrees 37 minutes 09 seconds East 39.98 feet to a 1" iron pipe found on the East margin of Red Oak Drive; thence along said East margin, North 00 degrees 13 minutes 09 seconds East 502.09 feet to an iron rod at the point of beginning; thence further along said East margin, North 00 degrees 13 minutes 09 seconds East 283.23 feet to an iron rod; thence along a curve of said East margin to the right, having a radius of 15 feet and an arc of 14.58 feet, to an iron rod being North 75 degrees 29 minutes 24 seconds East 14.01 feet and lying on the South margin of Pass Road; thence along said South margin of Pass Road, South 82 degrees 29 minutes 26 seconds East 299.47 feet to an iron rod at the Northwest Corner of Gloria Carr property; thence along the West line of said property, South 00 degrees 09 minutes 51 seconds West 247.62 feet to an old chain-link fence corner post; thence along an old fence line, North 89 degrees 59 minutes 45 seconds West 310.83 feet to the Point of Beginning, containing 1.912 acres, more or less.

Tax Parcel Number: 1010H-02-030.000

Return to:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 211037

computation of the true amount due, based on a 365 day year.

THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURES of the Grantors on this the 3rd day of June, 2021.

JAMES U. LEUENBERGER

KATHERINE JENNINGS A/K/A
KATHERINE A. JENNINGS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **JAMES U. LEUENBERGER and KATHERINE JENNINGS A/K/A KATHERINE A. JENNINGS**, who acknowledged that they signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 3rd day of June, 2021.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 32174
CELESTE PAIGE
Commission Expires
March 22, 2023
HARRISON COUNTY

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan			
1.☐ FHA 2.☐ RHS 3.☒ Conv. Unins. 4.☐ VA 5.☐ Conv. Ins.	6. File Number 211037	7. Loan Number 228001073750	8. Mortgage Insurance Case Number N/A

C. **Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
GULF COAST EXOTIC AUTO, LLC 2137 E PASS ROAD GULFPORT, MS 39507	JAMES U. LEUENBERGER JENNINGS K. LEUENBERGER	BANCORPSOUTH BANK 2909 13TH STREET GULFPORT, MS 39501

G. Property Location	H. Settlement Agent	
2137 E PASS ROAD GULFPORT, MS 39507 PT OF SECTION 29, T7S, R10W HARRISON COUNTY, 1ST JD, MS	SCHWARTZ, ORGLER & JORDAN, PLLC 12206 Highway 49, Gulfport, MS. 39503 Place of Settlement 12206 HWY 49 Gulfport, MS 39503	I. Settlement Date 06/03/2021 DD: 06/03/2021

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	270,000.00	401. Contract sales price	270,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	3,687.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	273,687.00	420. GROSS AMOUNT DUE TO SELLER	270,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money	500.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)	216,000.00	502. Settlement charges to seller (line 1400)	16,200.00
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/21 to 06/03/21	813.34	511. County taxes 01/01/21 to 06/03/21	813.34
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	217,313.34	520. TOTAL REDUCTION AMOUNT DUE SELLER	17,013.34
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	273,687.00	601. Gross amount due to seller (line 420)	270,000.00
302. Less amounts paid by/for borrower (line 220)	217,313.34	602. Less reduction amount due to seller (line 520)	17,013.34
303. CASH FROM BORROWER	56,373.66	603. CASH TO SELLER	252,986.66

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: To determine if you have to report the sale or exchange of your primary residence on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your primary residence, complete the applicable parts of Form 4797, Form 6252, and/or Schedule D (Form 1040).

You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN#

James U. Leuenberger
JAMES U. LEUENBERGER

L. SETTLEMENT CHARGES: File Number: 211037	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $ 270,000.00 @ 6.00 = 16,200.00		
Division of commission (line 700) as follows:		
701. $ 8,100.00 to SOUTHERN WAY REALTY		
702. $ 8,100.00 to SOUTHERN WAY REALTY		
703. Commission paid at Settlement		16,200.00
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN — P.O.C.		
801. 1st Mtg. Loan Origination Fee %		
802. Loan Discount Fee %		
803. Appraisal to BANCORPSOUTH BANK	1,648.00	
804. Credit Report to		
805. Lender's Inspection Fee to		
806. Flood Certification to		
807. Doc. Admin Fee to		
808.		
809.		
810.		
811.		
812.		
813.		
814.		
815.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from to @$ /day		
902. Mortgage Insurance Premium to		
903. Hazard Insurance Premium yrs. to		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER FOR		
1001. Hazard Insurance mo. @$ / mo.		
1002. Mortgage Insurance mo. @$ / mo.		
1003. City property taxes mo. @$ / mo.		
1004. County property taxes mo. @$ / mo.		
1005. Annual Assessments mo. @$ / mo.		
1006. mo. @$ / mo.		
1007. mo. @$ / mo.		
1008. Aggregate Reserve for Hazard/Flood Ins, City/Count		
1100. TITLE CHARGES		
1101. Settlement or closing fee to SCHWARTZ, ORGLER & JORDAN, PLLC	350.00	
1102. Abstract or title search to		
1103. Title Examination to		
1104. Title Insurance Binder to		
1105. Document preparation to		
1106. Notary fees to		
1107. Attorney's fees to		
(includes above item No:)		
1108. Title insurance to SCHWARTZ, ORGLER & JORDAN, PLLC	1,180.00	
(includes above item No:)		
1109. Lender's coverage 216,000.00 --- 648.00		
1110. Owner's coverage 270,000.00 --- 532.00		
1111. Title Exam/Abstract Fee SCHWARTZ, ORGLER & JORDAN, PLLC	285.00	
1112. Title Insurance Binder Fee SCHWARTZ, ORGLER & JORDAN, PLLC	85.00	
1113. Final Title Update Fee SCHWARTZ, ORGLER & JORDAN, PLLC	75.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees Deed $ 26.00 ; Mortgage $ 38.00 ; Releases $	64.00	
1202. City/county/stamps Deed $; Mortgage $		
1203. State tax/stamps Deed $; Mortgage $		
1204.		
1205.		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest Inspection to		
1303.		
1304.		
1305.		
1306.		
1307.		
1308.		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)	3,687.00	16,200.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in the transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

GULF COAST EXOTIC AUTO, LLC

By: IVAN SPINNER, Manager/Member

James U. Leuenberger
JAMES U. LEUENBERGER

JENNINGS K. LEUENBERGER

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SCHWARTZ, ORGLER & JORDAN, PLLC — 06/03/21

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code

PERMITS/INSP PAYMENT RECPT#: 10771174
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/08/21 TIME: 09:28
CLERK: bchapman DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY:
PAYMENT METH: CREDIT CARD

'ERENCE:

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

RE: Zoning Map Amendment 2108PC129, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request to rezone from R-2 (Single-family) to B-1 (Neighborhood business), 2137 E Pass Rd, Ward 2

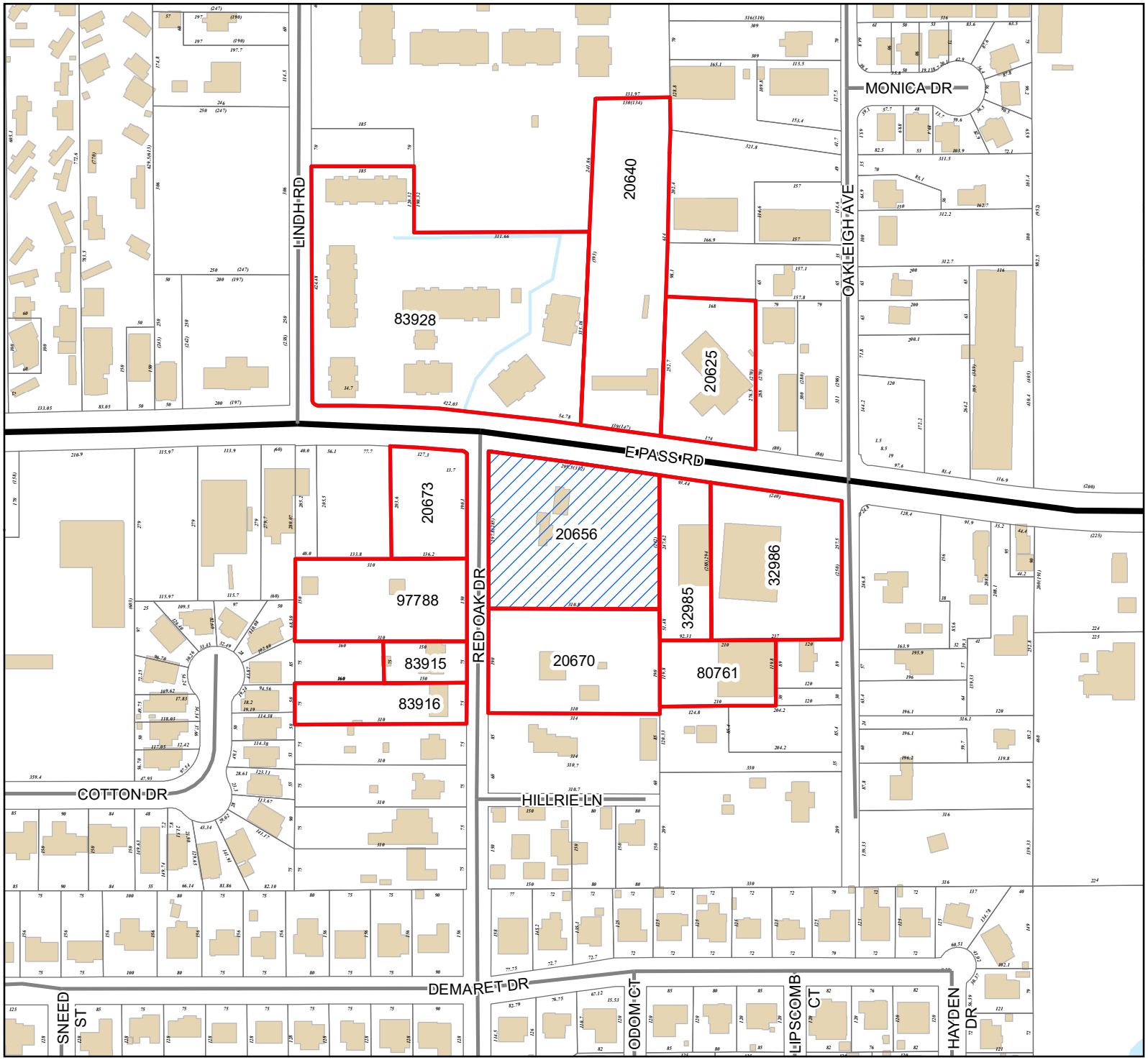
To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, September 23, 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, September 23, 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.

2108PC129

Zoning Map Amendment



Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Buildings
- Water Features

0 40 80 120

Yards

1 inch = 250 feet

N
W E
S

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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
			IVAN SPINNER (OWNER)	440 GREEN TEAL CT	BILOXI	MS	39531
			GARION PEMBERTON (AGENT)	9591 SOUTH BAYOU BEND DR	GULFPORT	MS	39503
			Adjacent Property Owners				
	32985	1010H-02-019.000	2159 E PASS LLC	60 EAST SIMPSON AVE,#2869	JACKSON	WY	83001
	32986	1010H-02-018.000	BELL ANTHONY	4 POVENIER PL	GULFPORT	MS	39507
n	80761	1010H-02-021.000	BELL ANTHONY W	4 POVENIER PLACE	GULFPORT	MS	39507
	20640	1010H-03-012.000	COASTAL CAR WASH OF THE SOUTH LLC	P O BOX 962	LONG BEACH	MS	39560
	83928	1010H-03-013.000	GULF POINTE PARTNERS LLC	C/O 1912 21ST AVENUE SOUTH STE 100	NASHVILLE	TN	37212
	20673	1010H-02-031.000	JSP LLC	P O BOX 2965	GULFPORT	MS	39505
n	97788	1010H-02-032.001	JSP LLC	P O BOX 2965	GULFPORT	MS	39505
	20656	1010H-02-030.000	LEUENBERGER JAMES U & JENNINGS K	806 AUGUSTINE DR	GULFPORT	MS	39507
	83915	1010H-02-032.000	PAGE JOHNNIE L	14068 OLD WOOLMARKET RD	BILOXI	MS	39532
	83916	1010H-02-033.000	PINGORA LOAN SERVICING LLC	5151 CORPORATE DR	TROY	MI	48098
	20625	1010H-03-009.000	ROSS-FIELD DIANE E	29 OLD OAK LN	GULFPORT	MS	39503
	20670	1010H-02-029.000	STEELE VINCE R & BRIMAGE CHERYL	628 RED OAK DR	GULFPORT	MS	39507

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

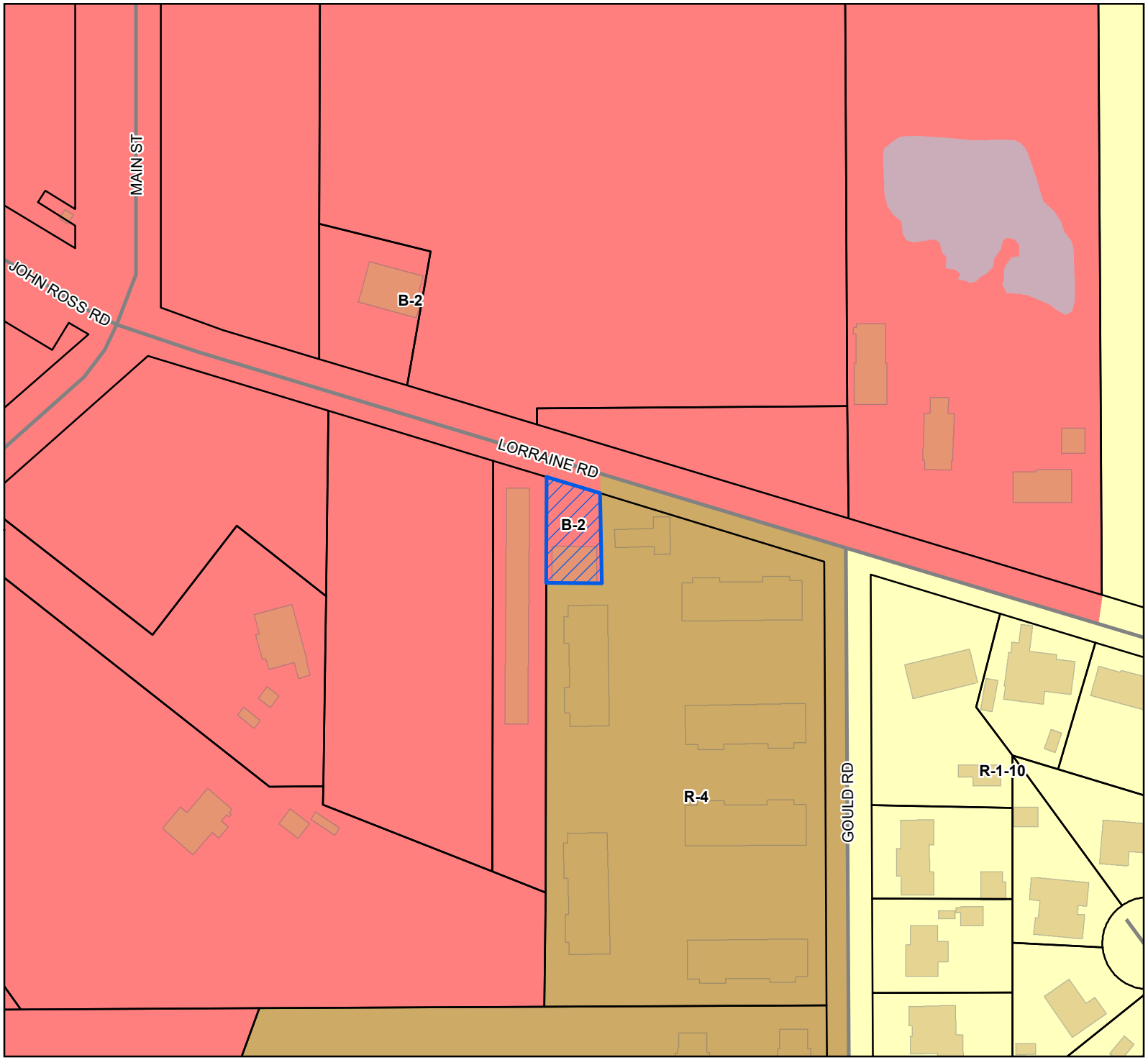
Date of Hearing: September 23, 2021

Re: **<u>Special Exception 2109SE137:</u>**

Special Exception 2109SE137, by agents Surjit Singh and Darshan Kaur, tax parcel 1008K-03-002.000, Request liquor sales use, 11594 Lorraine Rd, Zoned B-2 (General business), Ward 6

2109SE137

Special Exception



Site
Street
Parcels
Buildings
Water Features

Zoning

B-2 - General Business District
R-1-10 - Single Family Residence (Low Density)
R-4 - General Residence (High Density)

Site Information

1008K-03-002-000
Zoning: B-2 (General business)
Size: 6,275 square feet
Flood: X

0 25 50 75
Yards

1 inch = 150 feet

N
W E
S

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 SPECIAL EXCEPTION

For Staff Use Only

Case File #: 0109SE137

Date Received: 7/20/21

Receipt #:

Received By: MW

Zoning: B2

Ward: 6 Flood: X

Size: 6,278

(If necessary, use separate sheet of paper)

Property Information

TAX PARCEL # 1008K-03-002.000

Address of Property Involved: 11594 Lorraine Rd, Gulfport, Ms 39503

Lot(s)_____, Block(s)_____, Subdivision_____

General Location:_____

GENERAL DESCRIPTION OF REQUEST:

To use property for liquor sales.

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
Jay Randall McKnight	Surjit Singh and Darshan Kaur
Printed Name Of Owner	Printed Name Of Agent
22160 Hwy 53	12625 S Lake Forest Dr
Mailing Address	Mailing Address
Gulfport / Ms / 39503	Gulfport / Ms / 39503
City / State / Zip code	City / State / Zip code
228-697-0625	228-235-1002
Home Phone / Work/Cell Phone	Home Phone / Work/Cell Phone
jaymcknight228@gmail.com	smalhi1955@gmail.com
Email	Email
Signature Of Owner	**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 H. 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) Jay Randall McKnight | RPM Investments, LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE 22160 Hwy 53, Gulfport, Ms 39503

PHONE # (H) 228-697-0625 (W) _____

TAX PARCEL NUMBER(S) OWNED 1008K-03-002.000

SIGNATURE: _____

NAME OF OWNER (PRINT) John Casey Eure | Eure Properties, LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE 11839 Sleeping Deer Ln, Saucier, Ms 39574

PHONE # (H) 228-297-2849 (W) _____

TAX PARCEL NUMBER(S) OWNED 1008K-03-002.000

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: _____

State of Ms

County of Harrison

AFFIDAVIT OF SURJIT SINGH

Personally appeared before me, the undersigned authority, the within named, Surjit Singh, who first being duly sworn, deposes and states the following:

1. The proposed liquor store ("Store") is not located closer than 1,000 feet to any church, school, kindergarten, funeral home, day-care center, museum or learning center, educational facility, library, night club, dance hall, or other same or similar establishment or use as liquor store and/or free-standing lounge or tavern.
2. The Store as sufficient ingress and egress to the property and there is ample open space to traditionally enter and leave the property, both during regular business hours and during emergencies. Nothing with respect to the Store and the surrounding property effects traffic congestion or creates hazardous traffic conditions.
3. Vehicles will be parked in a designated off-street parking lot containing appropriate handicap parking spaces, railings and ramps. Parking at the Store is established and does not interfere with neighboring properties nor are there any issues as to excessive noise, glare, or odor that would affect adjoining properties and properties generally in the district.
4. The Store complies with all safety regulations as to exits and lighting and, further, security will be provided within business hours as required by Mississippi law as well as appropriate surveillance cameras located throughout the property.
5. Signage and proposed exterior lighting will not interfere with traffic safety, the surrounding properties in the district, nor will it have a negative economic effect on the same.
6. There are established commercial buildings immediately adjacent to the Store and no new construction is contemplated.
7. The building was constructed in 1975.
8. The Store was previously used as an unrelated commercial use without issue.
9. The Store's yard, open spaces, water supply and waste disposal systems are sufficient for the operation of the proposed business.
10. I own a substantially similar liquor store in Biloxi, Mississippi without issue.
11. I am keenly aware of the nature and values of adjacent properties and intend to create a seamlessly compatible business with each of them, including the larger surrounding area.
12. The proposed special exception will dove-tail with the purpose and intent of applicable zoning ordinances as the proposed Store is an already established building bringing no particular hardship upon surrounding owners. Granting a special exception would not be applicable generally to any other property within the same zoning district. Further, granting the special exception would neither be objectively detrimental to the public or injurious to other property owners and improvements in the neighborhood surrounding the same nor would it substantially increase the hazard from fire or other dangerous to the property or adjacent properties. No impairment to public health, safety, comfort, morals or general welfare of the neighborhood and/or city is more likely with the Store in operation and the Store will not diminish or impair surrounding property values. There is also little to no risk that presence of the Store will unduly increase traffic congestion on

the public streets surrounding the property or create a nuisance that results in increased public expenditures.

Further Affiant sayeth not.

Surjit Singh

SWORN TO AND SUBSCRIBED before me on this the 15th day of July, 2021.

Audrey Forrester

NOTARY PUBLIC

My Commission Expires: August 12, 2024

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 229565
AUDREY FORRESTER
Commission Expires
Aug. 12, 2024
HARRISON COUNTY

LORRAINE RD
(150)
(20)
338
(190)
(352)
60
62.5
111.4
100
252.5
11600 LORRAINE RD
11594 LORRAINE RD
11590 LORRAINE RD
60
11600 LORRAINE RD F-5
11600 LORRAINE RD F-4
11600 LORRAINE RD E-1
11600 LORRAINE RD E-2
11600 LORRAINE RD E-3
11600 LORRAINE RD E-4
11600 LORRAINE RD E-5
11600 LORRAINE RD E-6
11600 LORRAINE RD E-7
11600 LORRAINE RD E-8
11600 LORRAINE RD E-9
11600 LORRAINE RD E-10
11600 LORRAINE RD D-4
11600 LORRAINE RD D-2
(448)488
461.1
472.5(450)
461.4
11600 LORRAINE RD C-3

1st Judicial District
Instrument 2015 6396 D -J1
Filed/Recorded 9/21/2015 02:46 P
Total Fees $ 12.00
3 Pages Recorded

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File #151397

Indexing Instructions:
NW 1/4 of the NE 1/4, Section 7, T7S, R10W, Harrison County, 1st JD, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

THAT 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,

HENRY M. ROLLINS
14341 SWAN LANE
GULFPORT, MS 39503
(228) 617-8145

does hereby grant, bargain, sell, convey and warrant, unto

ATLAS REAL ESTATE SERVICES, LLC, A Mississippi Limited Liability Company
(as to a 66.667% interest) and
RPM INVESTMENTS, LLC, A Mississippi Limited Liability Company
(as to a 33.333% interest)
13372 DAMON COURT
BILOXI, MS 39532
(228) 297-9876

the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

ATTACHED HERETO AS EXHIBIT "A"

The Grantor hereby covenants that the property described herein constitutes no part of his homestead, nor is it contiguous thereto.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

Estimated county ad valorem taxes have been prorated between the parties as a part of the

consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURE of the Grantor on this the 17th day of September, 2015.

HENRY M. ROLLINS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **HENRY M. ROLLINS**, who acknowledged that he signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 17th day of September, 2015.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 32174 CELESTE PAIGE Commission Expires March 22, 2019 HARRISON COUNTY

EXHIBIT "A"
LEGAL DESCRIPTION

A lot or parcel of land fronting 62.5 feet on the South side of Lorraine Road lying and being situated in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), Section 7, Township 7 South, Range 10 West, Harrison County, Mississippi, and more particularly described as:

Commencing at the intersection of the South line of said Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) with the West line of Gould Road run South 88 degrees 24 minutes West along said South line 308 feet to an old buggy axle at a fence corner; thence North 00 degrees 21 minutes East along said fence line for 461.4 feet to the point of beginning of the property herein described and from said point of beginning run North 00 degrees 21 minutes East along said fence line 117.4 feet to a point on the South line of Lorraine Road; thence South 73 degrees 27 minutes East along the South line of Lorraine Road 62.5 feet to a point; thence South 00 degrees 21 minutes West 100 feet to a point; thence North 89 degrees 39 minutes West 60 feet to the point of beginning.

Tax Parcel Number: 1008K-03-002.000

Return to:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 151397

UNOFFICIAL

1st Judicial District
Instrument 2016 6396 D – J1
Filed/Recorded 9/21/2016 02:46 P
Total Fees $ 12.00
3 Pages Recorded

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File #151397

Indexing Instructions:
NW 1/4 of the NE 1/4, Section 7, T7S, R10W, Harrison County, 1st JD, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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UNOFFICIAL

HENRY M. ROLLINS
14341 SWAN LANE
GULFPORT, MS 39503
(228) 617-8145

does hereby grant, bargain, sell, convey and warrant, unto

ATLAS REAL ESTATE SERVICES, LLC, A Mississippi Limited Liability Company
(as to a 66.667% interest) and
RPM INVESTMENTS, LLC, A Mississippi Limited Liability Company
(as to a 33.333% interest)
13372 DAMON COURT
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UNOFFICIAL

UNOFFICIAL

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UNOFFICIAL

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My Commission Expires:

UNOFFICIAL

UNOFFICIAL

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Tax Parcel Number: 1008K-03-002.000

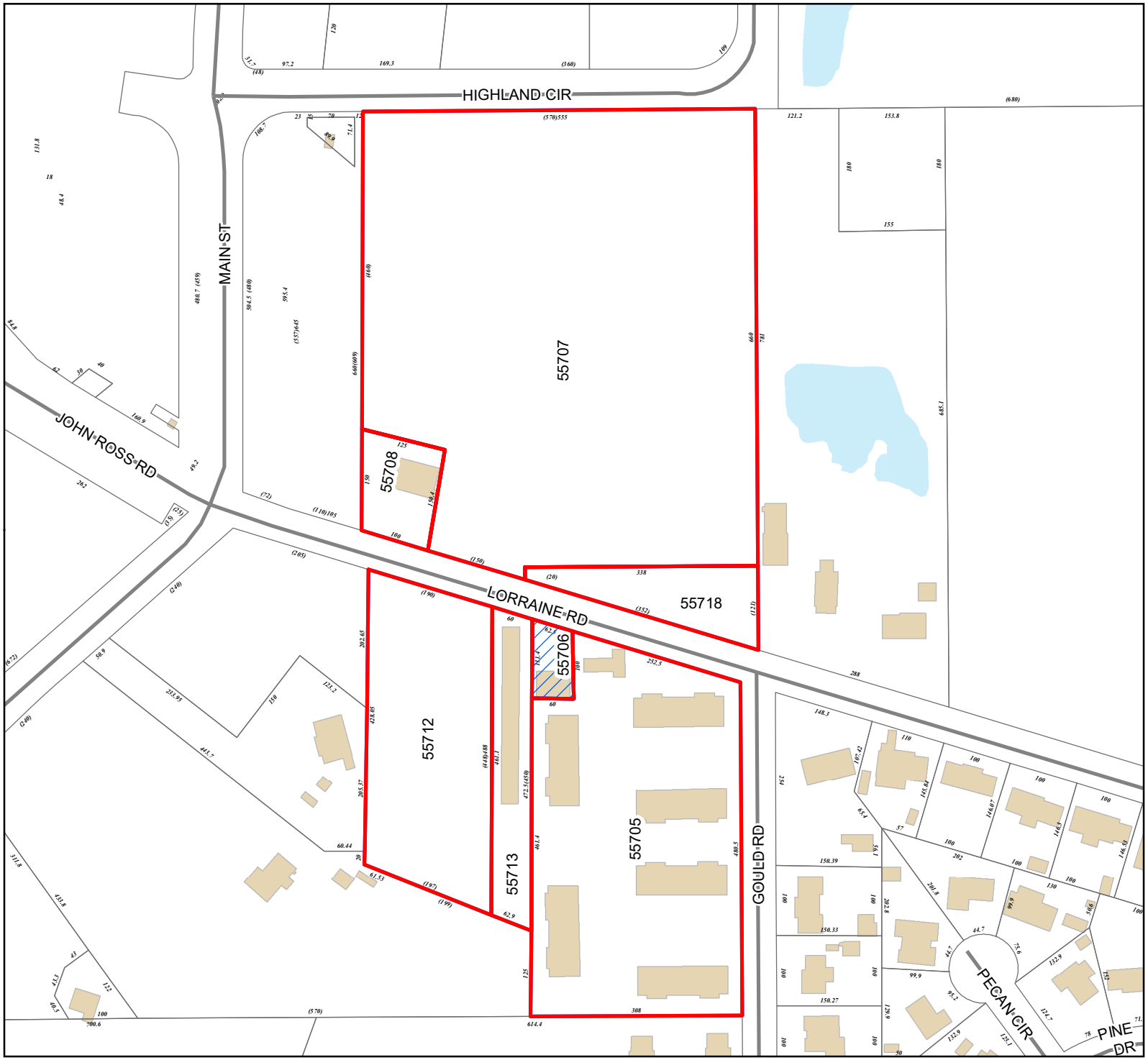
UNOFFICIAL

Return to:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 151397

UNOFFICIAL

2109SE137

Special Exception



Legend

- Site
- Adjacent Properties
- Street
- Buildings
- Water Features

0 30 60 90

Yards

1 inch = 200 feet

N
W E
S

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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			Jay Randall McKnight(Owner)	22160 hwy 53	GULFPORT	MS	39506
y			Surjit Singh & Darshan Kaur(Agent)	12625 s Lake Forest Drive	GULFPORT	MS	39503
			Adjacent Property Owners				
	55706	1008K-03-002.000	EURE PROPERTIES LLC	11839 SLEEPING DEER LANE	SAUCIER	MS	39574
	55708	1008K-01-005.000	LE NGOC & TAM T & LONG	2590 SANTA ROSA AVE	BILOXI	MS	39531
	55712	1008K-03-004.000	MORRISON DEVELOPMENT LLC	ATTN: LORI SHELTON	VICKSBURG	MS	39180
n	55707	1008K-01-004.000	MORRISON INVESTMENTS LLC	ATTN: LORI SHELTON	VICKSBURG	MS	39180
n	55718	1008K-01-003.000	MORRISON INVESTMENTS LLC	ATTN: LORI SHELTON	VICKSBURG	MS	39180
	55705	1008K-03-001.000	RIVER RIDGE TOWNHOMES LLC	11600 LORRAINE RD	GULFPORT	MS	39503
	55713	1008K-03-003.000	TOLAR TERRY & EILERMANN JANET	2620 RUE PALAFOX	BILOXI	MS	39531

RE: Special Exception 2109SE137, by agents Surjit Singh and Darshan Kaur, tax parcel 1008K-03-002.000, Request liquor sales use, 11594 Lorraine Rd, Zoned B-2 (General business), 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, September 23, 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, September 23, 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.

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

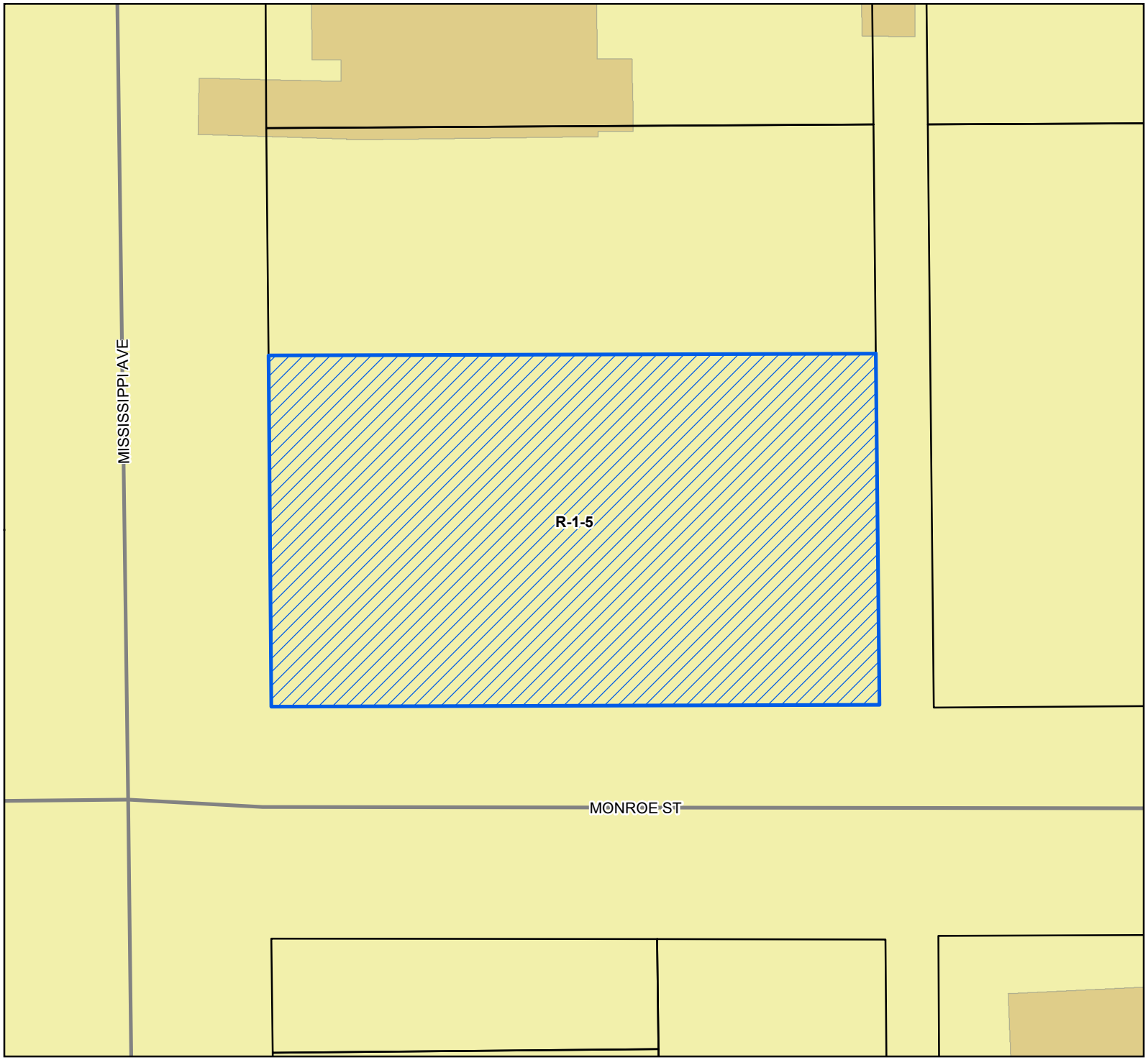
Date of Hearing: September 23, 2021

Re: **Planning Commission Approval 2109PC138:**

Planning Commission Approval 2109PC138, by agent Atrilya W. Cohea, tax parcel 0810F-03-028.000, Request mobile home use, 8176 Mississippi Avenue, Zoned R-1-5 (Single-family), Ward 3

2109PC138

Planning Commission Approval



Site
Street
Parcels
Buildings

Zoning

R-1-5 - Single Family Residence District (Medium Density)

Site Information

0810F-03-028.000
Zoning: R-1-5 (Single Family Zone)
Size: 10,078 sq ft.
Flood: X

0 5 10 15
Yards

1 inch = 30 feet

N W E S

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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: 2109PC.138
Date Received: 7/21/21
Receipt Number: 10795070
Received By: D.K
Zoning:
Ward: Flood:
Size:

Property Information

TAX PARCEL # 08 10F - 03 - 028.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 8176 Mississippi Ave Gpt. MS 39501

Lot(s) 28-32, Block(s) 212, Subdivision North Gulfport

General Location:

GENERAL DESCRIPTION OF REQUEST: 1475 sq ft // 4 Bed 2 bath Mobile Home installed

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
Joe Willie Patton	Atrilya W. Cohea
Printed Name of Owner	Printed Name of Agent
3504 Nunnally St.	402 East Stevens Circle
Mailing Address	Mailing Address
Gulfport MS 39501	Gulfport MS 39503
City State Zip code	City State Zip code
228-314-0420	228-609-0074
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
	atrilya@gmail.com
Email	Email
Signature of Owner	**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) Joe Willie Patton

ADDRESS (STREET, CITY, STATE, ZIP CODE) 3504 Dunnally St

PHONE # (H) 228-314-0420 (W)

TAX PARCEL NUMBER(S) OWNED The Oldest 0810F-03-028.000

SIGNATURE: J W Patton

NAME OF OWNER (PRINT) Brenda Patton

ADDRESS (STREET, CITY, STATE, ZIP CODE) 8187 Mississippi Ave Gpt. MS 39501

PHONE # (H) Brenda Patton (W) 228-831-8581

TAX PARCEL NUMBER(S) OWNED 0810F-03-028.000

SIGNATURE: Brenda Patton

NAME OF OWNER (PRINT) NANCY EVANS Mitchell

ADDRESS (STREET, CITY, STATE, ZIP CODE) 4619 ARKANSAS Ave

PHONE # (H) 228-697-6848 (W) 228-313-1760

TAX PARCEL NUMBER(S) OWNED 0810F-03-028.000

SIGNATURE: Nancy Evans Mitchell

(Use additional forms as needed)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 27943 JOHNNIE LEE POSEY Commission Expires Oct. 30, 2021 HARRISON COUNTY

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU: Atrilya W. Cohea

Johnnie Lee Posey NOTARY PUBLIC July 8, 2021

7/7/21

To whom this may concern,

The site plan is appropriate!

Mobile home has access to a public Road.

Supplied by Citywater

Waste is also supplied by the city.

Fire & police is also provided by the city...

public facilities...

It would not cause any Fraction because its a single public,

It has other mobile homes in the neighborhood..

A. W. Coker

7/7/21

To whom this may concern,

I Atrilya W. Cohea is acting as an (Agent) for Joe Willie Patton. with his property 8176 Mississippi Ave. Gulfport, MS 39501.

Johnnie Lee Posey
NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 27943
JOHNNIE LEE POSEY
Commission Expires
Oct. 30, 2021
HARRISON COUNTY

Joe Willie Patton
Signature

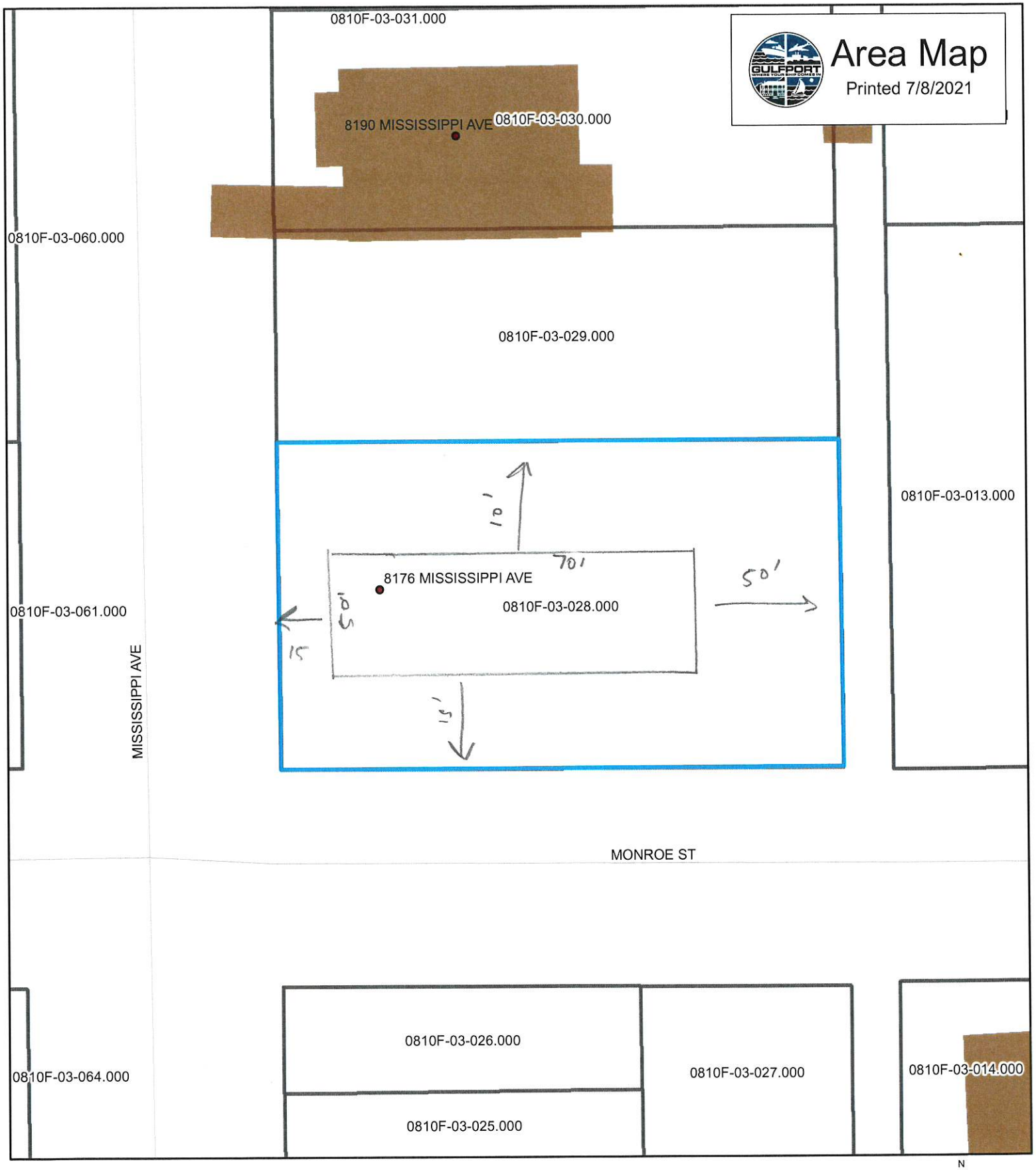
A. W. Cohea
Signature

July 8, 2021

228-609-0074
(Agent)

Area Map

Printed 7/8/2021



N
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1 inch = 30 feet

- Addresspoints
- Minor/Residential
- WaterFeatures
- Parcels

DATA DISCLAIMER:
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QUIT-CLAIM DEED

For and in the consideration of the sum of Ten ($10.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, I Willie J. Patton, do hereby sell, convey and quit claim unto Myrtle Lee Patton, Joe Willie Patton, Nancy Marie Patton, Brenda Elizabeth Patton, Arthur Ray Patton and Sammy Lee Patton the following described land situated and being in Harrison County, Mississippi, to-wit:

Lots 6, 7, 8, 9 and 10 in Block 271 of North Gulfport, in Harrison County, State of Mississippi, as shown on the Official Map or Plat thereof on file and of record in the Office of the Chancery Clerk of said County and State.

Lots 12, 13 and 14 in Block 334 of the Town of North Gulfport, as per the Official Map or Plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi, together with all improvements thereon.

Lots 12, 13, 14, 15 and 16 both inclusive in Block 200 of North Gulfport, in Harrison County, Mississippi, as shown on the Official Map or Plat thereof on file and of record in the Office of the Chancery Clerk of said County and State.

Lots 3, 4 and 5 in Block 214 of North Gulfport in Harrison County, Mississippi, as shown on the Official Map or Plat thereof on file and of record in the Office of the Chancery Clerk of said County and State.

The Grantor herein reserves unto himself a life estate in the above described property.

Willie J. Patton
WILLIE J. PATTON

STATE OF MISSISSIPPI

COUNTY OF HARRISON

This day personally came and appeared before me, the undersigned authority in and for said County and State, Willie J. Patton, who, acknowledged to me that he signed, executed, and delivered the foregoing instrument as his free act and deed on the day and year therein mentioned.

Given under my hand and official seal of office, this 25th day of May, 1983.

GEORGE W. LOCKE NOTARY PUBLIC HARRISON COUNTY, MISS.

George W. Locke
NOTARY PUBLIC

My commission expires:
March 14, 1983

Book 516 at Page 428

RE: Planning Commission Approval 2109PC138, by agent Atrilya W. Cohea, tax parcel 0810F-03-028.000, Request mobile home use, 8176 Mississippi Avenue, 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, September 23, 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, September 23, 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			JOE WILLIE PATTON(OWNER)	3504 NUNNALLY ST	GULFPORT	MS	39501
			ATRILYA W. COHEA(AGENT)	402 EAST STEVENS CIRCLE	GULFPORT	MS	39503
			Adjacent Property Owners				
	51065	0810F-03-029.000	CHRISTY E L	4600 RED START DR	GULFPORT	MS	39501
N	51063	0810F-03-031.000	DURR COLEMAN -EST-	C/O MAVIS L DURR	BATON ROUGE	LA	70807
	51064	0810F-03-030.000	DURR DOROTHY L -ESTATE-	8190 MISSISSIPPI AVE	GULFPORT	MS	39501
	51044	0810F-03-061.000	EVANS SAMUEL L	14417 AUTUMN CHASE	GULFPORT	MS	39503
	51043	0810F-03-062.000	GRAVES QUEEN E	2616 W GEORGE ST	GULFPORT	MS	39503
	87750	0810F-03-013.000	HARPER WILLIE C -EST-	8183 LOUISIANA AVE	GULFPORT	MS	39501
	51186	0810F-03-026.000	HILL GERALD	8162 MISSISSIPPI AVE	GULFPORT	MS	39501
N	51187	0810F-03-025.000	HILL GERALD ETAL	8162 MISSISSIPPI AVE	GULFPORT	MS	39501
	109336	0810F-03-065.002	JOHNSON LEVIE G III	P O BOX 2912	GULFPORT	MS	39505
N	51196	0810F-03-063.000	JOHNSON LEVIE G III	P O BOX 2912	GULFPORT	MS	39505
N	51194	0810F-03-064.000	JOHNSON LEVIE G III	P O BOX 2912	GULFPORT	MS	39505
N	113127	0810F-03-065.003	JOHNSON LEVIE G III	P O BOX 2912	GULFPORT	MS	39505
	51059	0810F-03-012.000	JONES LEANDER JR & BRELAND SHERRI	1045 TORTUGA DR	PENSACOLA	FL	32534
	51188	0810F-03-024.000	LEE WILLIE MAE	8154 MISSISSIPPI AVE	GULFPORT	MS	39501
	51185	0810F-03-027.000	MCFARLAND CHARLES	P O BOX 568	LONG BEACH	MS	39560
	51060	0810F-03-011.000	NIX CORA	2505 KNOX STREET	GULFPORT	MS	39503
	51061	0810F-03-033.000	NIX SARAH S	P O BOX 126	PERKINSTON	MS	39573
N	51066	0810F-03-028.000	PATTON JOE WILLIE	3504 NUNNALLY ST	GULFPORT	MS	39501
N	51045	0810F-03-060.000	PATTON JOE WILLIE ETAL	3504 NUNNALLY ST	GULFPORT	MS	39501
	101000	0810F-03-013.001	TOWNSEND JESSIE RUTH	8180 LOUISIANA AVE	GULFPORT	MS	39501
	51182	0810F-03-016.000	TRUE HOLINESS BAPTIST CHURCH	8167 LOUISIANA AVE	GULFPORT	MS	39503
N	51184	0810F-03-014.000	TRUE HOLINESS BAPTIST CHURCH	-TRUSTEES-	GULFPORT	MS	39501
	51181	0810F-03-017.000	WATSON ELIJAH E	8157 LOUISIANA AVE	GULFPORT	MS	39503
	51062	0810F-03-032.000	WORD OF POWER MINISTRIES	P O BOX 3537	GULFPORT	MS	39505
N	51046	0810F-03-059.000	WORD OF POWER MINISTRIES	P O BOX 3537	GULFPORT	MS	39505

2109PC138

Planning Commission Approval

Legend

- Site
- Adjacent Properties
- Street
- Buildings

0 10 20 30
Yards

1 inch = 90 feet

N
W E
S

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

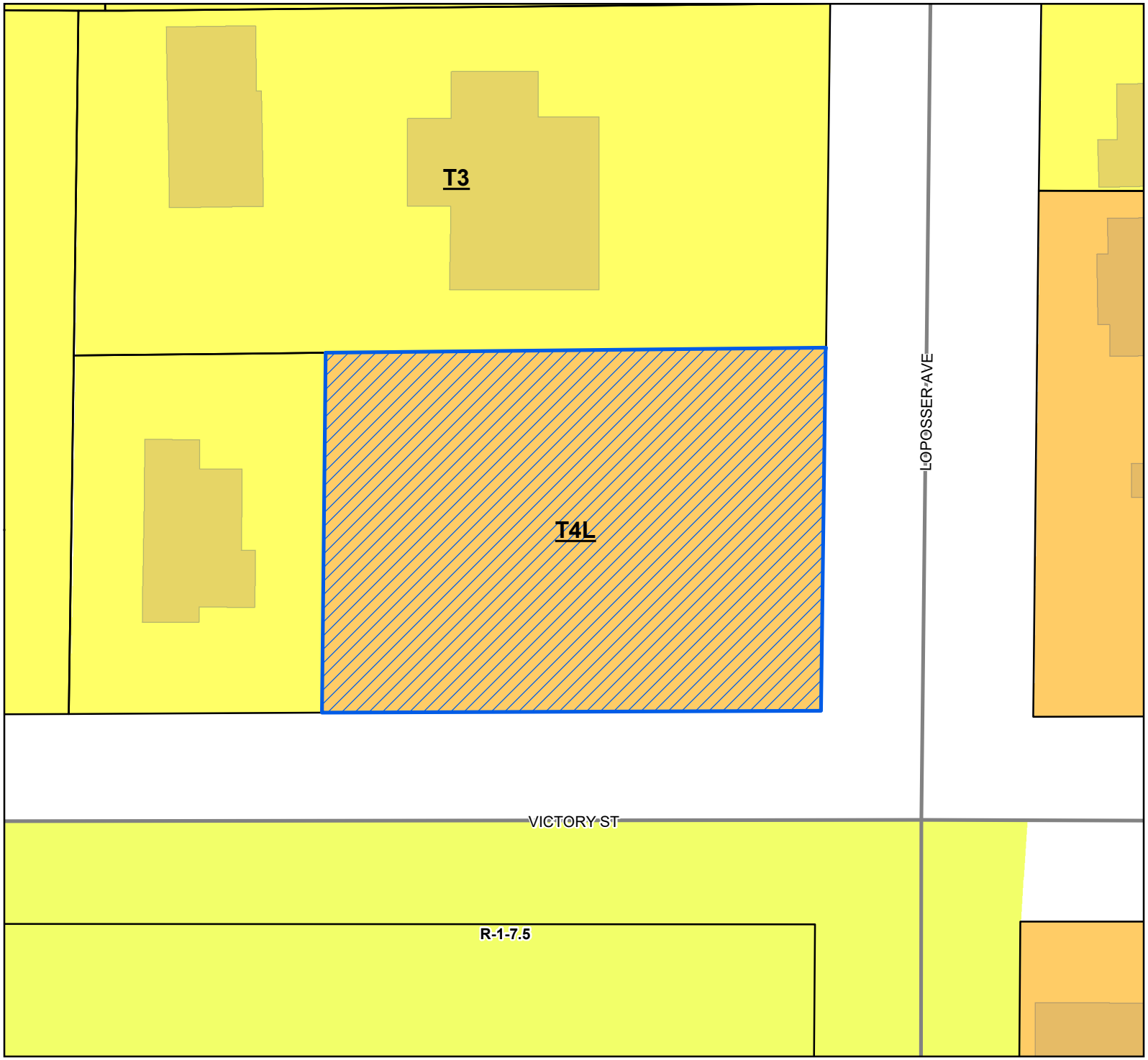
Date of Hearing: September 23, 2021

Re: **<u>Resubdivision 2109PC141:</u>**

Resubdivision 2109PC141, by owner WBW Victory Place, LLC, tax parcel 0910I-03-040.003, Divide into two new parcels, Victory St, Zoned T4L (General Urban Zone "Limited"), Ward 2

2109PC141

Resubdivision



Site
Street
Parcels
Buildings

Smart Code

T4L
T3

Zoning

R-1-7.5 - Single Family Residence District (Low Density)

Site Information

0910I-03-040.003
Zoning: T4L (General Urban Zone)
Size: 15,155 sq ft.
Flood: X

0 6 12 18
Yards

1 inch = 40 feet

N
W E
S

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.

$183.00

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

APPLICATION FOR RESUBDIVISION

Property Information

For Staff Use Only

Case Number: 2109PC141

Date Received: 7/23/21

Receipt Number:

Received By: MW

Zoning:

Ward: Flood:

Size:

TAX PARCEL # 09 10I – 03 – 040.003

(If necessary, use separate sheet of paper)

Address of Property Involved: NW corner of Lopasser Ave. and Victory St.

Lot(s) N/A, Block(s), Subdivision

General Location: Parcel No. 09I0I-03-040.003 North of Gulfport Hwy

GENERAL DESCRIPTION OF REQUEST:
Resubdivide property into two vacant lots.

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
WBW Victory Place, LLC	
Printed Name of Owner	Printed Name of Agent
140 Southern Circle	
Mailing Address	Mailing Address
Gulfport MS 39507	
City State Zip code	City State Zip code
228-234-7980 (cell)	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
wweatherly@dlg-pllc.com	
Email	Email
WBW Victory Place, LLC By: Mike B. Weatherly, Manager	
Signature of Owner	**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.

0910I-03-040.001
613 LOPOSSER AVE
0910I-03-040.002
0910I-03-040.003
LOPOSSER AVE
VICTORY ST
0910P-04-001.000

Gulfport MISSISSIPPI ONE COAST

Covenant Affidavit

I, WBW Victory Place, LLC, being owner or agent of the property #0910I-03-040.003

PRINT NAME PRIMARY ADDRESS OR PARCEL

which is the subject of this application, hereby state that this variance request is not in violation of any restrictive or protective covenants.

WBW Victory Place, LLC
By: [illegible], Manager 7/23/21

Signature *Date*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 23rd day of July, 20 21

Matilda Welch

Notary Public

STATE OF MISSISSIPPI
MATILDA ANN WELCH
ID NO. 93115
Commission Expires
10/09/2021
NOTARY PUBLIC
HARRISON COUNTY

10/09/21

Commission Expiration

1st Judicial District
Instrument 2014 8781 D -J1
Filed/Recorded 11/ 7/2014 10:10 A
Total Fees $ 12.00
7 Pages Recorded

Prepared by:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
MS Bar # 1866

Return to:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
File # 14-201

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

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 which is hereby acknowledged, **I**

Charles D. Kranz
17133 Carlton Cuevas Rd.
Gulfport, MS 39503
(228)-697-7114

do hereby sell, convey and warrant unto

WBW Victory Place, LLC
609 Rue Maupesant
Ocean Springs, MS 39564
(228)-234-7980

that certain tract, piece or parcel of land situated and being located in **First Judicial District of Harrison County**, State of Mississippi, more particularly described as follows, to-wit:

(See Exhibit A attached, Page 3)

The subject property is not the homestead of the grantor.

INDEXING INSTRUCTIONS: Southwest 1/4 of the Northeast 1/4 of Section 36, Township 7 South, Range 11 West, First Judicial District of Harrison County.

CERTIFIED TRUE COPY
JOHN McADAMS
CLERK, CHANCERY COURT
HARRISON COUNTY, MISS.
First Judicial District
By Becky Rossie DC

2

THIS CONVEYANCE is subject to any prior reservation or conveyance of oil, gas or other mineral rights and subject to all easement restrictions, reservations and covenants of record.

WITNESS MY SIGNATURE, this the 4th day of **November, 2014.**

Charles D. Kranz

Charles D. Kranz

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named **Charles D. Kranz** who acknowledged that he signed and delivered the foregoing Warranty Deed on the day and year therein written as his own free and voluntary act and deed.

GIVEN under my hand and official seal on this the 4th day of **November, 2014.**

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 8925 RONALD ANDREW MARION JR. Commission Expires April 13, 2016 JACKSON COUNTY

Exhibit "A"

SURVEY DESCRIPTION: Parcel CK1A: A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 7 South, Range 11 West and thence run North, along the Quarter Section line running North and South through the East half of said Section a distance of 252 feet to a point; thence West a distance of 30 feet to an iron pipe found marking the POINT OF BEGINNING which is the intersection of the West line of Loposser Avenue and the North line of Victory Street; thence from said point of beginning, South 89 degrees 45 minutes 52 seconds West along the North line of Victory Street a distance of 144.00 feet to an iron rod set; thence North 00 degrees 11 minutes 34 seconds East a distance of 103.92 feet to an iron rod set; thence North 89 degrees 20 minutes 25 seconds East a distance of 144.02 feet to an iron bolt found on the West margin of Loposser Avenue; thence South 00 degrees 11 minutes 34 seconds West along the West line of Loposser Avenue a distance of 104.99 feet to the point of beginning.

This being the same property designated as Parcel CK1A on the certificate of re-subdivision filed as instrument number 2012-5450-D-J1.

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 parcel CK1 in Section 36, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi into Parcels CK1A and CK1B. The subject property is generally described as being located East of East Oak Drive, North of Victory Street and West of Loposser Avenue. The ad valorem tax parcel number of the subject property are 0910I-03-040.001. The books and page numbers of the current deeds are, D.B. 552, pg. 253, D.B. 457, pg. 330 and D.B. 976, pg. 196. The Case File Number is 1207PL064

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION:

SURVEY DESCRIPTION: PARCEL CK1: A Parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 7 South, Range 11 West and thence run North, along the Quarter Section line running North and South through the East half of said Section a distance of 252 feet to a point; thence West a distance of 30 feet to an iron pipe found marking the POINT OF BEGINNING which is the intersection of the West line of Loposser Avenue and the North line of Victory Street; thence from said point of beginning, South 89 degrees 45 minutes 52 seconds West along the North line of Victory Street a distance of 144.00 feet to an iron rod set; thence North 00 degrees 11 minutes 34 seconds East a distance of 103.92 feet to an iron rod set; thence South 89 degrees 44 minutes 17 seconds West a distance of 73.00 feet to a P.K. nail set in the concrete base of a fence post; thence North 00 degrees 23 minutes 13 seconds East a distance of 101.01 feet to an iron rod set; thence North 89 degrees 48 minutes 19 seconds East a distance of 12.00 feet to an iron pipe found; thence North 89 degrees 45 minutes 27 seconds East a distance of 204.53 feet to an iron pipe found on the West margin of Loposser Avenue; thence South 00 degrees 07 minutes 14 seconds West along said West margin a distance of 99.93 feet to an iron bolt found; thence South 00 degrees 11 minutes 34 seconds West a distance of 104.99 feet to the point of beginning, having an area of 36855.0 square feet, 0.846 acres more or less.

NOTE: Parcel CK1 was part of a previous resubdivision certificate recorded as document 2007-0010382-D-Jt.
NOTE: The following Deed descriptions are part of the chain of title that Parcel CK1 was created from.

D.B. 552, pg. 253: Commencing at the North West corner of the N.E. 1/4 of the S.E. 1/4 in Section 36, Township 7 South, Range 11 West, and running thence North along the 1/4 section line, running North and South through the East half of said Section, a distance of 252 feet; thence West 235 feet to the place of beginning; thence running West, along the North side of a County Road, called Victory Street, a distance of 27 feet, more or less, thence North a distance of 205 feet; thence East a distance of 27 feet, more or less; thence South 205 feet, to the North side of Victory Street, the place of beginning.

D.B. 457, PG. 330: The South one-hundred and five (105) feet of the following described property to-wit:

Beginning at the North West Corner of the N.E. 1/4 of the S.E. 1/4 in Sec. 36, T 7 S, R 11 W, and running thence north, along the 1/4 line running north and south through the East half of said section, a distance of 252 feet; thence West 30 ft. to the point or place of beginning; thence running North along the west line of a newly laid out 60 ft. road, running North and South, a distance of 205 ft; thence running west a distance of 205 ft; thence running South a distance of 205 ft; to the North line of a newly laid out 60 ft. road, which runs East and West between Courthouse Road and Teagarden Road; and thence East along the North line of said East and West Road, a distance of 205 ft. to the point of beginning.

D.B. 976, pg. 196: That certain lot or parcel of land beginning at the northwest corner of the N.E. 1/4 of the S.E. 1/4 in Section 36, Township 7 South, Range 11 West, and running thence north, along the Quarter Section line running north and south through the east half of said section a distance of 357 feet; thence west 30 feet to the point or place of beginning which is the west line of a 60 foot road known as Loposser Avenue; thence running north 100 feet; thence running west 205 feet; thence running south 100 feet and thence running east 205 feet to the point of beginning. No mineral, oil or gas rights are conveyed in this deed, the same having been reserved by a former grantor.

LEGAL DESCRIPTIONS OF THE 2 PARCELS CREATED BY THIS RESUBDIVISION:

SURVEY DESCRIPTION: PARCEL CK1A: A Parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 7 South, Range 11 West and thence run North, along the Quarter Section line running North and South through the East half of said Section a distance of 252 feet to a point; thence West a distance of 30 feet to an iron pipe found marking the POINT OF BEGINNING which is the intersection of the West line of Loposser Avenue and the North line of Victory Street; thence from said point of beginning, South 89 degrees 45 minutes 52 seconds West along the North line of Victory Street a distance of 144.00 feet to an iron rod set; thence North 00 degrees 11 minutes 34 seconds East a distance of 103.92 feet to an iron rod set; thence North 89 degrees 20 minutes 25 seconds East a distance of 144.02 feet to an iron bolt found on the West margin of Loposser Avenue; thence South 00 degrees 11 minutes 34 seconds West along the West line of Loposser Avenue a distance of 104.99 feet to the point of beginning, having an area of 15041.6 square feet, or 0.345 acres, more or less.

SURVEY DESCRIPTION: PARCEL CK1B: A Parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 7 South, Range 11 West and thence run North, along the Quarter Section line running North and South through the East half of said Section a distance of 252 feet to a point; thence West a distance of 30 feet to an iron pipe found which is the intersection of the West line of Loposser Avenue and the North line of Victory Street; thence South 89 degrees 45 minutes 52 seconds West along the North line of Victory Street a distance of 144.00 feet to an iron rod set; thence North 00 degrees 11 minutes 34 seconds East a distance of 103.92 feet to an iron rod set for the POINT OF BEGINNING; thence from said point of beginning, North 89 degrees 20 minutes 25 seconds East a distance of 144.02 feet to an iron bolt found on the West margin of Loposser Avenue; thence North 00 degrees 07 minutes 14 seconds East along said West margin a distance of 99.93 feet to an iron pipe found; thence South 89 degrees 45 minutes 27 seconds West a distance of 204.53 feet to an iron pipe found; thence South 89 degrees 48 minutes 19 seconds West a distance of 12.00 feet to an iron rod set; thence South 00 degrees 23 minutes 13 seconds West a distance of 101.01 feet to a p.k. nail set; thence North 89 degrees 44 minutes 17 seconds East a distance of 73.00 feet to the point of beginning, having an area of 21813.4 square feet, or 0.501 acres, more or less.

CERTIFICATE: THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE ABOVE DESCRIBED PROPERTY, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

KENNY LENAZ ALSTON
PROFESSIONAL LAND SURVEYOR INC.
4602 KENDALL AVE.
GULFPORT, MS 39507
(228) 864-2645 VOICE AND FAX
NO. PLS-2529
STATE OF MISSISSIPPI

DATE OF FIELD SURVEY: 04/05/2012

KENNY L. ALSTON PROFESSIONAL PS-2529 SURVEYOR STATE OF MISSISSIPPI

REVIEWED

1st Judicial District
Instrument 2012 6450 D -J1
Filed/Recorded 9/19/2012 11:45 A
Total Fees $ 12.00
4 Pages Recorded

SCANNED

1207PL064

The applicant hereby covenants and agrees 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:

(Owner's Signature) PAUL CORERRO (Print Owner 's Name)

This 26 day of May 2012

ACKNOWLEDGEMENT

Before me, the undersigned, authorized in and for the State of Mississippi

County of Harrison, personally appeared the aforenamed Paul Corerro, who acknowledged that HE/SHE accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

NOTARY PUBLIC

My Commission Expires: 04-13-2016

STATE OF MISSISSIPPI KIMBERLY R. WARE NOTARY PUBLIC ID No. 59326 Commission Expires April 13, 2016 JACKSON COUNTY

Ratified and Approved by:

(Owner's Signature) TINA CORERRO (Print Owner 's Name)

This 26 day of May 2012

ACKNOWLEDGEMENT

Before me, the undersigned, authorized in and for the State of Mississippi

County of Harrison, personally appeared the aforenamed Tina Corerro, who acknowledged that HE/SHE accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

NOTARY PUBLIC

My Commission Expires: 04-13-2016

STATE OF MISSISSIPPI KIMBERLY R. WARE NOTARY PUBLIC ID No. 59326 Commission Expires April 13, 2016 JACKSON COUNTY

2

This Certificate of Resubdivision has been prepared by Kenny L. Alston Land Surveyor, 4602 Kendall Avenue, Gulfport, MS, 39507

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the 21st day of July, 2012

Gulfport City Planning Commission

Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the 21st day of August, 2012

ATTEST:

CLERK OF COUNCIL

ADOPT

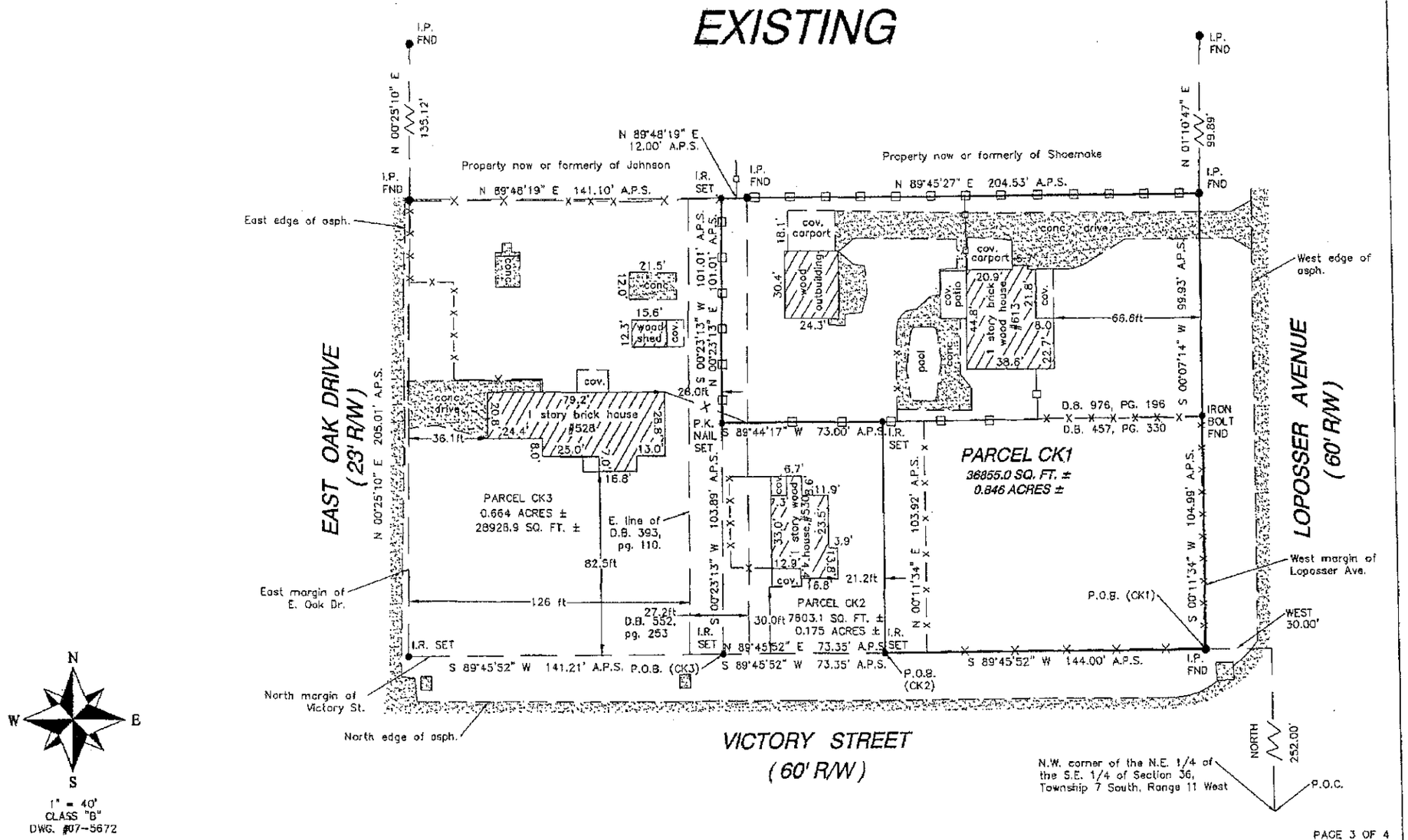
PRESIDENT

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this 22nd day of August, 2012

George Schloegel, MAYOR

CITY OF GULFPORT MISSISSIPPI

EXISTING


EAST OAK DRIVE
(23' R/W)
LOPOSSER AVENUE
(60' R/W)
VICTORY STREET
(60' R/W)
PARCEL CK1
36855.0 SQ. FT. ±
0.846 ACRES ±
PARCEL CK2
7803.1 SQ. FT. ±
0.175 ACRES ±
PARCEL CK3
0.664 ACRES ±
28928.9 SQ. FT. ±
Property now or formerly of Johnson
Property now or formerly of Shoemake
N 89°48'19" E 141.10' A.P.S.
N 89°48'19" E 12.00' A.P.S.
N 89°45'27" E 204.53' A.P.S.
S 89°44'17" W 73.00' A.P.S.
S 89°45'52" W 141.21' A.P.S.
S 89°45'52" W 73.35' A.P.S.
N 89°45'52" E 73.35' A.P.S.
S 89°45'52" W 144.00' A.P.S.
N 00°25'10" E 135.12'
N 01°10'47" E 99.89'
S 00°07'14" W 99.93' A.P.S.
S 00°11'34" W 104.99' A.P.S.
N 00°11'34" E 103.92' A.P.S.
S 00°23'13" W 103.89' A.P.S.
N 00°23'13" E 101.01' A.P.S.
N 00°25'10" E 205.01' A.P.S.
D.B. 976, PG. 196
D.B. 457, PG. 330
D.B. 393, pg. 110.
D.B. 552, pg. 253
P.O.B. (CK1)
P.O.B. (CK2)
P.O.B. (CK3)
P.O.C.
N.W. corner of the N.E. 1/4 of the S.E. 1/4 of Section 36, Township 7 South, Range 11 West
NORTH 252.00'
East edge of asph.
West edge of asph.
West margin of Loposser Ave.
East margin of E. Oak Dr.
North margin of Victory St.
North edge of asph.
WEST 30.00'
I.P. FND
I.R. SET
P.K. NAIL SET
IRON BOLT FND
1 story brick house #528
7 story brick house #613
1 story wood house #530
cov. carport
wood outbuilding
wood shed
cov. patio
pool
conc. drive
cov.
conc.
126 ft
66.6ft
82.5ft
36.1ft
26.0ft
27.2ft
30.0ft
21.2ft
1" = 40'
CLASS "B"
DWG. #07-5672

This property is subject to all local subdivision planning and zoning ordinances that could affect the above described property.

This survey does not reflect the existence or nonexistence of wetlands.

This property is subject to any and all recorded restrictive covenants, rights-of-ways and easements applicable to subject property that would be shown by a current title report.

NOTE: This survey prepared without the benefit of a current title report.

All bearings on this plat were based on a solar observation by the hour-angle method.

The property shown hereon appears to lie within zone X, community panel #285253-0268-G revised June 16, 2009 and does not imply that this property will or will not be free from flooding or damage. Flood zone information was scaled from F.E.M.A. flood maps. Kenny L. Alston Land Surveyor Inc. is not a party in determining the requirements for flood insurance on the property shown hereon.

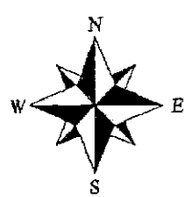
A.P.S. = As Per Surveyed
A.P.R. = As Per Record
X = Existing Elevation
I.R. = Iron Rod I.P. = Iron Pipe

NOTE: The above described parcel CK1A appears to lie in Smart zone T4L.

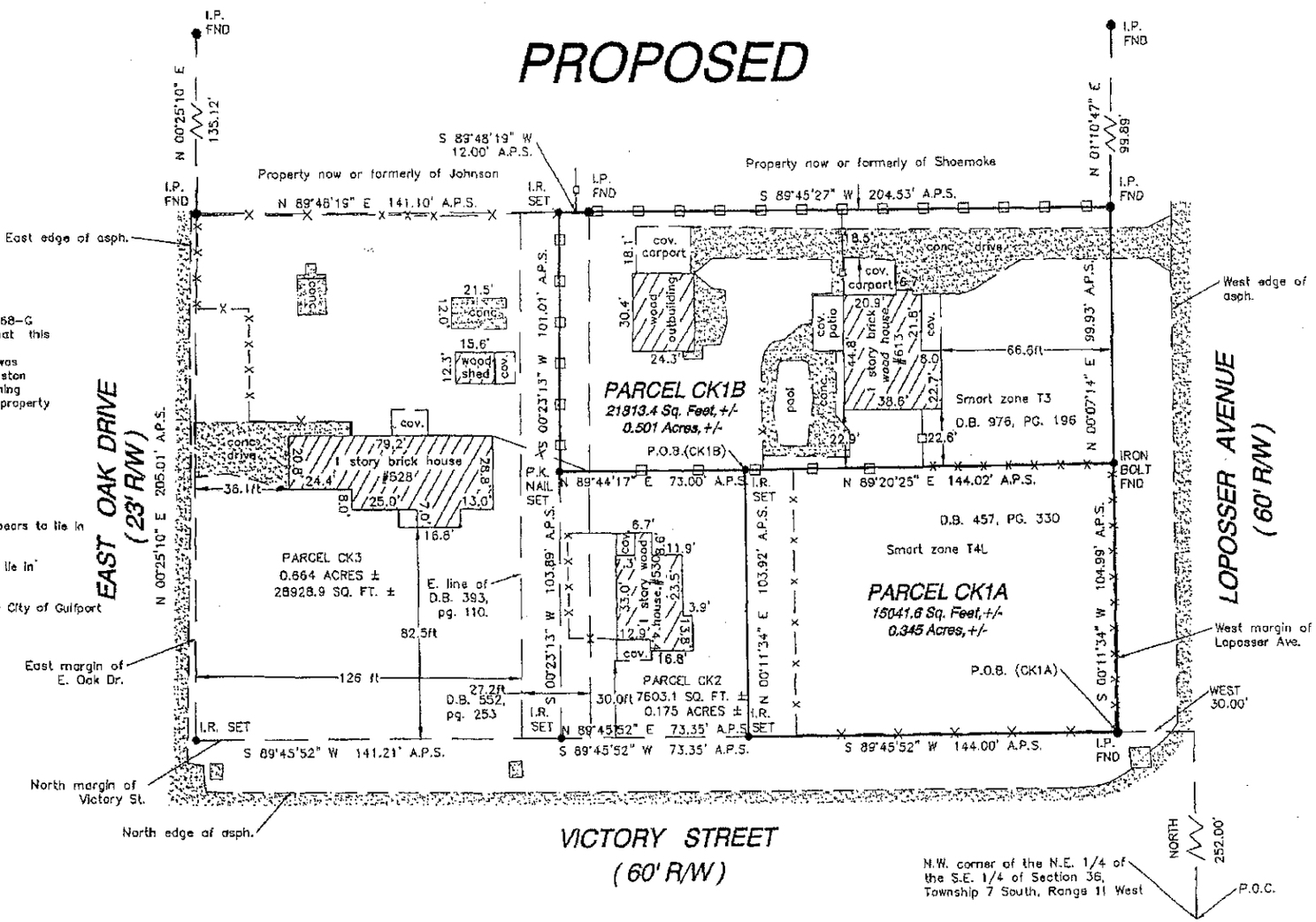
The above described parcel CK1B appears to lie in Smart zone T3.

Final determination must be verified with the City of Gulfport planning and zoning department.

NOTE: 8" sewer and 8" water is available at this location as per Water and Sewer service verification request #152538.



1" = 40'
CLASS "B"
DWG. #07-5672A



SURVEY OF:

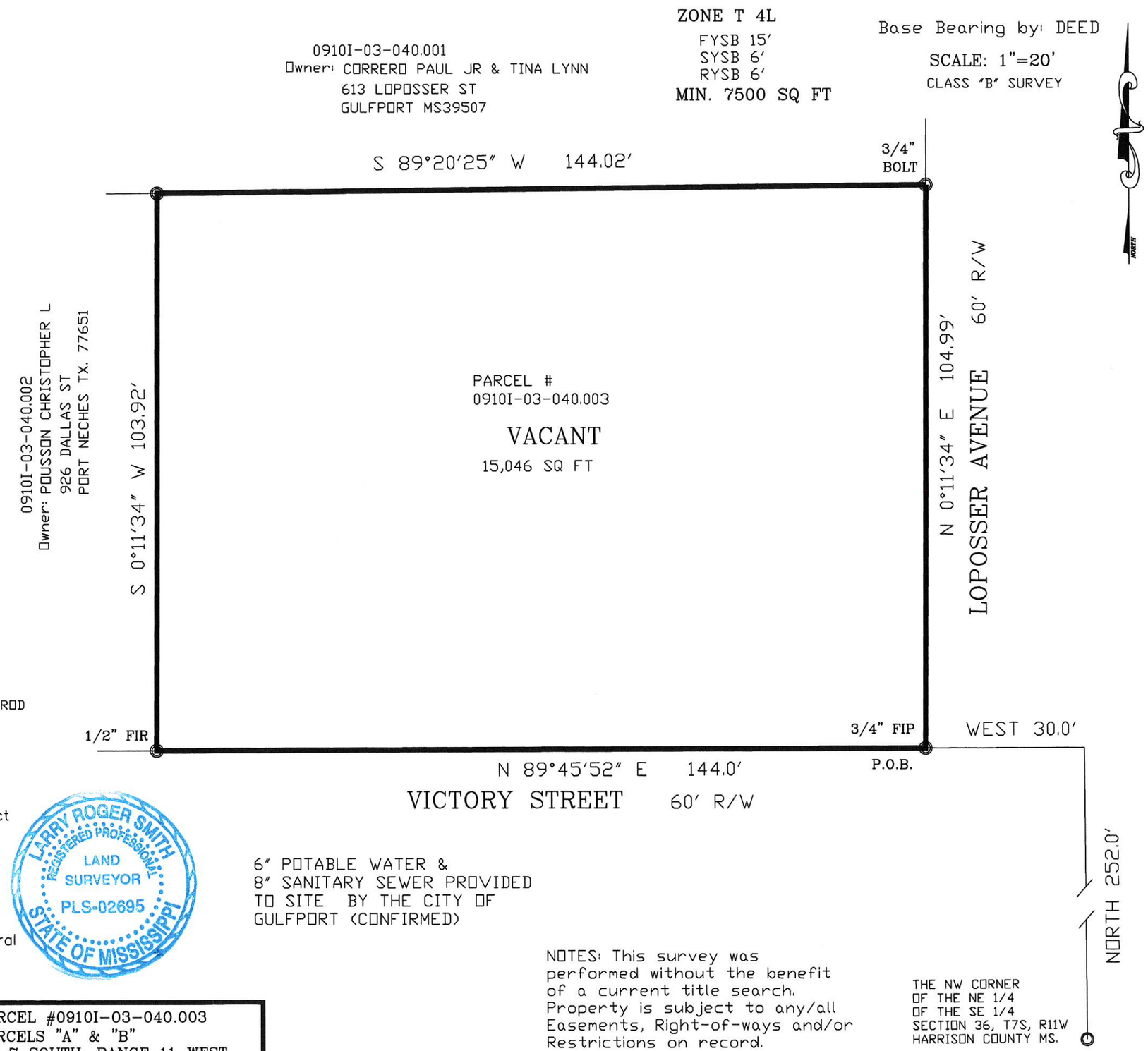
TAX PARCEL 0910I-03-040.003

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:
Commencing at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 7 South, Range 11 West and thence run North along the Quarter Section line running North and South through the East half of said Section a distance of 252 feet to a point; thence West a distance of 30 feet to an Iron pipe found marking the POINT OF BEGINNING which is the Intersection of the West line of Loposser Avenue and the North line of Victory Street; thence from said Point of Beginning S89°45'52"W along the North line of Victory Street a distance of 144.00 feet to an Iron rod; thence N00°11'34"E a distance of 103.92 feet to an Iron rod; thence N89°20'25"E a distance of 144.02 feet to an Iron Bolt found on the West margin of Loposser Avenue; thence S00°11'34"W along the West line of Loposser Avenue a distance of 104.99 feet to the Point of Beginning.

REFERENCES:

INST. 2014-8781-D-J1
SURVEY BY KENNY ALSTON
DATED : 04/05/2012
HARRISON CO. TAX MAP

FP FENCE POST
FIP FOUND IRON PIPE
FIR FOUND 1/2" IRON ROD



6" POTABLE WATER &
8" SANITARY SEWER PROVIDED
TO SITE BY THE CITY OF
GULFPORT (CONFIRMED)

NOTES: This survey was performed without the benefit of a current title search. Property is subject to any/all Easements, Right-of-ways and/or Restrictions on record.

THE NW CORNER
OF THE NE 1/4
OF THE SE 1/4
SECTION 36, T7S, R11W
HARRISON COUNTY MS.

CERTIFICATION

This is to CERTIFY that I have surveyed the property hereon described and delineated, and that the measurements and other data indicated are correct to the best of my knowledge and belief.

Larry R. Smith P.L.S. # 02695 Dated: 6/29/2021

LARRY ROGER SMITH
REGISTERED PROFESSIONAL
LAND
SURVEYOR
PLS-02695
STATE OF MISSISSIPPI

This property is located in Zone(s) "X", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0268G, revised 06/16/2009

LARRY SMITH
LAND SURVEYING
105 N. KERN DRIVE GULFPORT MS. 39503 PHONE: (228) 832-9643

RESUBDIVISION OF PARCEL #0910I-03-040.003
DIVIDED INTO TWO PARCELS "A" & "B"
SECTION 36 TOWNSHIP 7 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS.

SURVEY OF:
PROPOSED PARCELS A & B

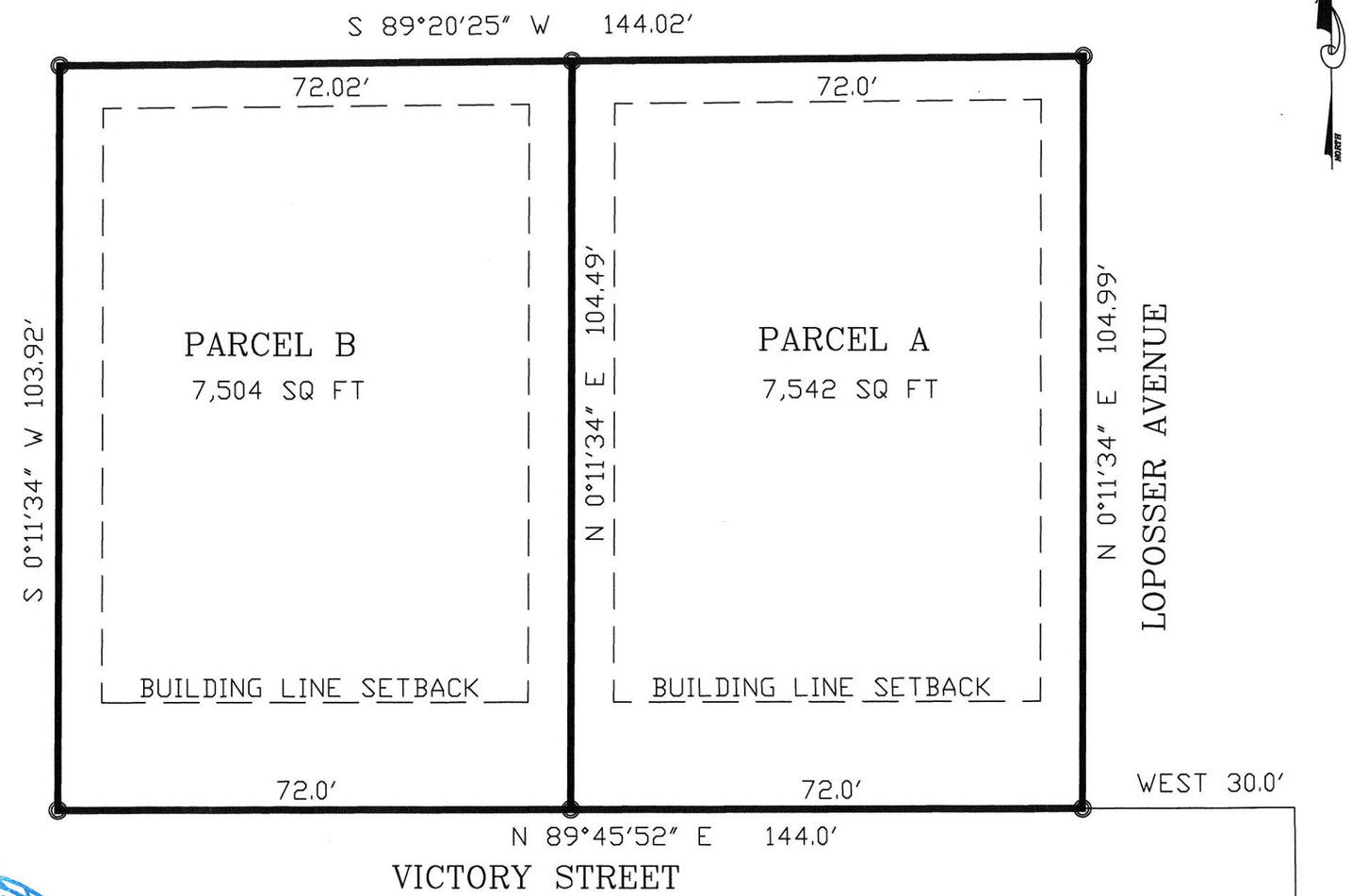
ZONE T 4L
FYSB 15'
SYSB 6'
RYSB 6'
MIN. 7500 SQ FT

SCALE: 1"=20'
CLASS "B" SURVEY
Base Bearing by: DEED

DESCRIPTION PARCEL A

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:
Commencing at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 7 South, Range 11 West and thence run North along the Quarter Section line running North and South through the East half of said Section a distance of 252 feet to a point; thence West a distance of 30 feet to an Iron pipe found marking the POINT OF BEGINNING which is the Intersection of the West line of Loposser Avenue and the North line of Victory Street; thence from said Point of Beginning S89°45'52"W along the North line of Victory Street a distance of 72.00 feet to an Iron rod; thence N00°11'34"E a distance of 104.49 feet to an Iron rod; thence N89°20'25"E a distance of 72.0 feet to an Iron Bolt found on the West margin of Loposser Avenue; thence S00°11'34"W along the West line of Loposser Avenue a distance of 104.99 feet to the Point of Beginning.

DESCRIPTION PARCEL B
A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:
Commencing at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 7 South, Range 11 West and thence run North along the Quarter Section line running North and South through the East half of said Section a distance of 252 feet to a point; thence West a distance of 30 feet to an Iron pipe found which is the Intersection of the West line of Loposser Avenue and the North line of Victory Street; thence S89°45'52"W along the North line of Victory Street a distance of 72.00 feet to the POINT OF BEGINNING; thence S89°45'52"W along the north line of Victory Street a distance of 72.0 feet to an Iron rod; thence N00°11'34"E a distance of 103.92 feet to an Iron rod; thence N89°20'25"E a distance of 72.02 feet; thence S00°11'34"W a distance of 104.49 feet to the Point of Beginning.



6" POTABLE WATER &
8" SANITARY SEWER PROVIDED
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GULFPORT (CONFIRMED)

THE NW CORNER
OF THE NE 1/4
OF THE SE 1/4
SECTION 36, T7S, R11W
HARRISON COUNTY MS.

CERTIFICATION

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Larry R. Smith P.L.S. # 02695 Dated: 6/29/2021

LARRY ROGER SMITH
REGISTERED PROFESSIONAL
LAND
SURVEYOR
PLS-02695
STATE OF MISSISSIPPI

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NOTES: This survey was performed without the benefit of a current title search. Property is subject to any/all Easements, Right-of-ways and/or Restrictions on record.

LARRY SMITH
LAND SURVEYING
105 N. KERN DRIVE GULFPORT MS. 39503 PHONE: (228) 832-9643

RESUBDIVISION OF PARCEL #0910I-03-040.003
DIVIDED INTO TWO PARCELS "A" & "B"
SECTION 36 TOWNSHIP 7 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS.

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Codes 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 a Parcel of land, into (2) Parcels A & B. The Subject Property is generally described as being located in the Southwest Quarter of the Northeast Quarter of Section 36, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi. Address: VICTORY STREET. GULFPORT, MS 39503 (West of Loposser Avenue/ North of Victory Street), On file and recorded in Instrument # 2014-8781-D-J1, in the office of the Chancery Clerk. The ad velorem tax numbers of the subject property is 0910I-03-040.003, The Case File Number is _____

DESCRIPTION - INSTRUMENT # 2014-8781

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:
Commencing at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 7 South, Range 11 West and thence run North along the Quarter Section line running North and South through the East half of said Section a distance of 252 feet to a point; thence West a distance of 30 feet to an Iron pipe found marking the POINT OF BEGINNING which is the Intersection of the West line of Loposser Avenue and the North line of Victory Street; thence from said Point of Beginning S89°45'52"W along the North line of Victory Street a distance of 144.00 feet to an Iron rod; thence N00°11'34"E a distance of 103.92 feet to an Iron rod; thence N89°20'25"E a distance of 144.02 feet to an Iron Bolt found on the West margin of Loposser Avenue; thence S00°11'34"W along the West line of Loposser Avenue a distance of 104.99 feet to the Point of Beginning.

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the ____ day of _____, 20 _____.

_____ _____

KEITH WILLIAMS
Chairman
Gulfport City Planning Commission

GREG HOMES
Planning Division Administrator

OWNER:

The applicants hereby covenants and agrees 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 Commision, its agents and/or employees concerning the petition for resubdivision of the real property described:

Ratified and Approved by:

WBW VICTORY PLACE LLC OWNER: William B. Weatherly, manager

WILLIAM WEATHERLY

This the 23 day of July, 2021

ACKNOWLEDGEMENT

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, Personally appeared the

aforenamed William B. Weatherly who acknowledged that He/She accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

Matilda Welch
NOTARY PUBLIC
My Commission Expires: 10/9/21

STATE OF MISSISSIPPI
MATILDA ANN WELCH
ID NO. 93115
Commission Expires
10/09/2021
NOTARY PUBLIC
HARRISON COUNTY

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_____,20_____.

ATTEST: ADOPT:

_____ _____

BRITTANY ROGERS
CLERK OF THE COUNCIL

F.B. "RUSTY" WALKER IV
COUNCIL PRESIDENT

CERTIFICATE OF APPROVAL BY THE MAYOR

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, This the _____ day of _____. 20 ____.

_____

BILLY HEWES
MAYOR (City of Gulfport)

THIS CERTIFICATE PREPARED BY: LARRY SMITH SHEET 3 OF 3

LARRY SMITH
LAND SURVEYING
105 N. KERN DRIVE GULFPORT MS. 39503 PHONE: (228) 832-9643

SURVEY OF:

TAX PARCEL 0910I-03-040.003

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:
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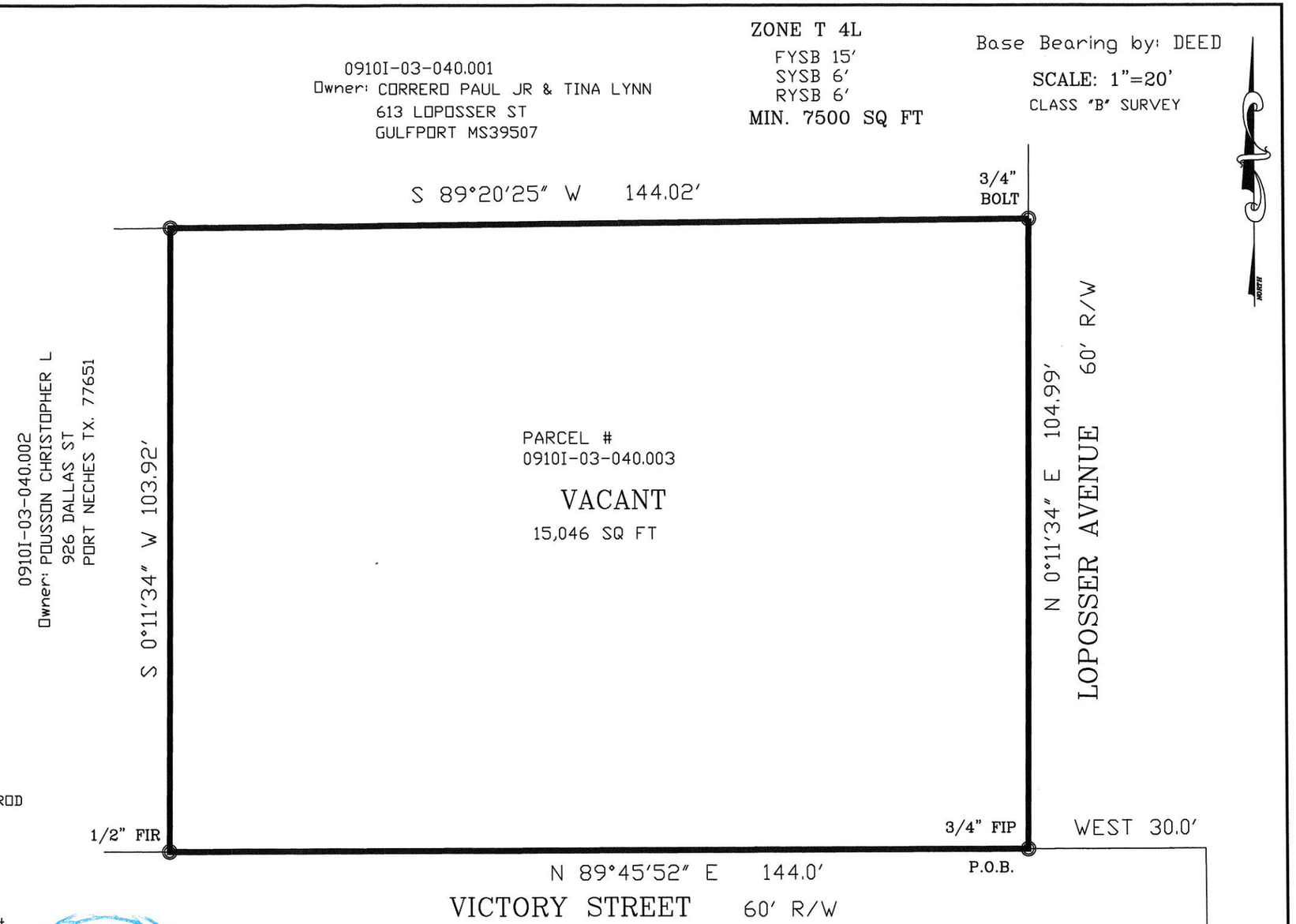
REFERENCES:

INST. 2014-8781-D-J1
SURVEY BY KENNY ALSTON
DATED : 04/05/2012
HARRISON CO. TAX MAP

FP FENCE POST
FIP FOUND IRON PIPE
FIR FOUND 1/2" IRON ROD



CERTIFICATION

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Larry R. Smith P.L.S. # 02695 Dated: 6/29/2021

LARRY ROGER SMITH
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS-02695
STATE OF MISSISSIPPI

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8" SANITARY SEWER PROVIDED
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THE NW CORNER
OF THE NE 1/4
OF THE SE 1/4
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HARRISON COUNTY MS.

LARRY SMITH
LAND SURVEYING
105 N. KERN DRIVE GULFPORT MS. 39503 PHONE: (228) 832-9643

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PROPOSED PARCELS A & B

ZONE T 4L
FYSB 15'
SYSB 6'
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MIN. 7500 SQ FT

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CLASS 'B' SURVEY
Base Bearing by: DEED

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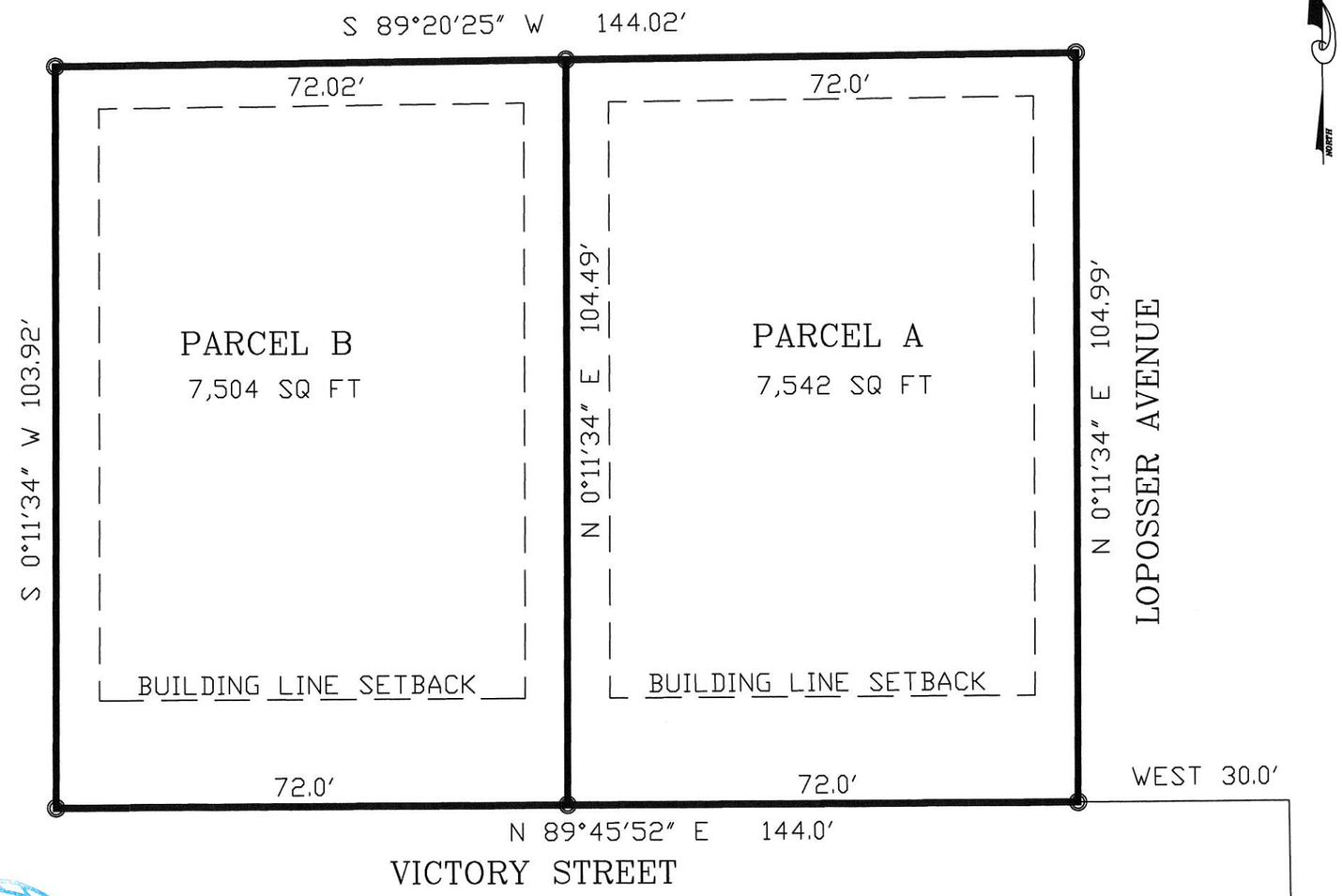

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PLS-02695
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LAND SURVEYING
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DIVIDED INTO TWO PARCELS "A" & "B"
SECTION 36 TOWNSHIP 7 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS.

RE: Resubdivision 2109PC141, by owner WBW Victory Place, LLC, tax parcel 0910I-03-040.003, Divide into two new parcels, Victory St, Zoned T4L (General Urban Zone "Limited"), Ward 2

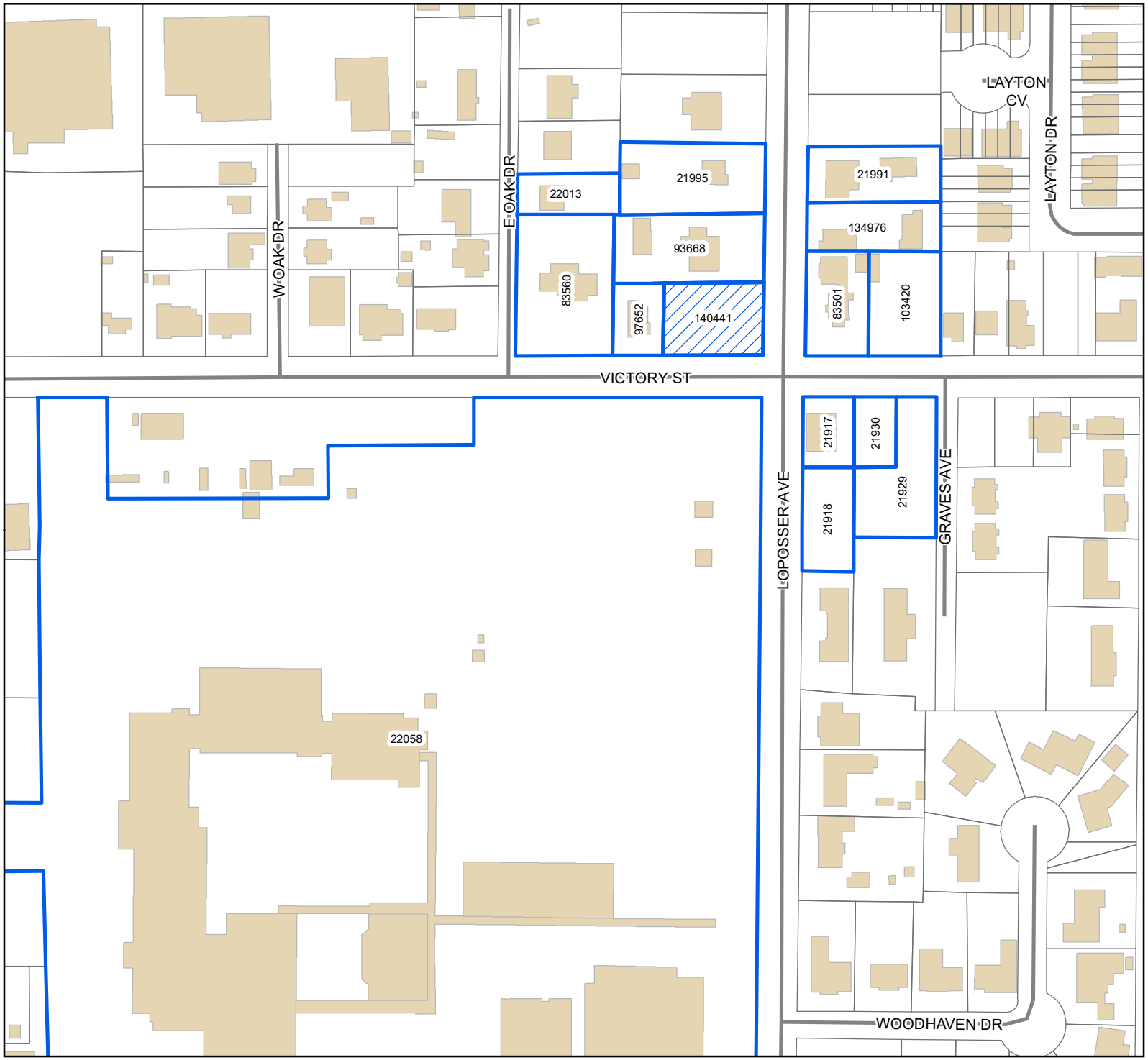
To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, September 23, 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, September 23, 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.

2108PC141

Resubdivision



Legend

- Site
- Adjacent Properties
- Street
- Buildings

0 30 60 90

Yards

1 inch = 200 feet

N
W E
S

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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
			WBW VICTORY PLACE LLC(Owner)	140 SOUTHERN CIR	GULFPORT	MS	39507
			Adjacent Property Owners				
	83501	0910I-02-020.000	COMERFORD ERIC	P O BOX 7272	GULFPORT	MS	39506
	93668	0910I-03-040.001	CORRERO PAUL JR & TINA LYNN	613 LOPOSSER ST	GULFPORT	MS	39507
	83560	0910I-03-040.000	DINKINS WAYNE	528 VICTORY STREET	GULFPORT	MS	39501
n	22058	0910P-04-001.000	GULFPORT MUNICIPAL SEP SCH DIST				0
	21918	0910I-02-048.000	MCBRIDE TERENCE	8754 LYBROOK COVE WEST	CORDOVA	TN	38016
	21991	0910I-02-019.000	OLIVER RHONDA J	10084 OLIVER ST	BAY ST LOUIS	MS	39520
n	134976	0910I-02-019.001	OLIVER RHONDA J	10084 OLIVER ST	BAY ST LOUIS	MS	39520
	97652	0910I-03-040.002	POUSSON CHRISTOPHER L	926 DALLAS ST	PORT NECHES	TX	77651
	21995	0910I-03-041.000	PULLIS DAVID J	7801 BEATRICE COURT	OCEAN SPRINGS	MS	39564
	103420	0910I-02-021.000	REYNOLDS LILLIE MAE -ETAL-	4860 REGENCY TRACE	ATLANTA	GA	30331
	21929	0910I-02-045.000	S & S REAL ESTATE LLC	P O BOX 4406	BILOXI	MS	39538
	22013	0910I-03-039.000	SELCREST INVESTMENTS LLC	4502 HARRISON AVE	GULFPORT	MS	39507
n	21930	0910I-02-046.000	STATE OF MISS 8/26/2013				0
	21917	0910I-02-047.000	SWAREK EMILY A	#8 BAYOU PLACE	GULFPORT	MS	39503

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: September 23, 2021

Re: **<u>Resubdivision 2109PC143:</u>**

Resubdivision 2109PC143, by owner T&D Homes LLC, tax parcel 0810D-03-008.000, Divide into two new parcels, 5107 W. Railroad Ave., Zoned R-1-5 (Single-family), Ward 3

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

APPLICATION FOR RESUBDIVISION

For Staff Use Only

Case Number: 2108 PC143
Date Received: 8/2/21
Receipt Number:
Received By: CL
Zoning: R-1-5
Ward: 3 Flood: X, 0.2%
Size: 16,874 ft²

Property Information

TAX PARCEL # 0810D-03-008.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 5207 West Railroad Ave

Lot(s) 6-10, Block(s) 96, Subdivision North Gulfport

General Location: On the corner of Polk St. and West Railroad Ave.

GENERAL DESCRIPTION OF REQUEST:
divide lots 6-10 in half 62.50 and 62.50

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
T&D Homes Thomas C. McNair Sr.	
Printed Name of Owner	Printed Name of Agent
16786 Ty Ridge Rd.	
Mailing Address	Mailing Address
Gulfport MS 39503	
City State Zip code	City State Zip code
228 617-2158	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Thomasmcnair@bellsouth.net	
Email	Email
Thomas C. McNair Sr.	
Signature of Owner	**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.

I Thomas C. McNair Sr.

is soler owner of T & D Homes

7-27-21

Thomas McNair Sr.

STATE OF MISSISSIPPI
SHEENA ROBINSON GILL
ID NO. 239597
Commission Expires
09/24/2024
NOTARY PUBLIC
HARRISON COUNTY

Gulfport MISSISSIPPI ONE COAST

Covenant Affidavit

I, Thomas C. McNair, being owner or agent of the property 0810D-03-008-000

PRINT NAME PRIMARY ADDRESS OR PARCEL

which is the subject of this application, hereby state that this variance request is not in violation of any restrictive or protective covenants.

Thomas C. McNair Sr. 7-27-21

Signature *Date*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 27th day of July, 20 21

Notary Public

STATE OF MISSISSIPPI
SHEENA ROBINSON-GILL
ID NO. 239597
Commission Expires
09/24/2024
NOTARY PUBLIC
HARRISON COUNTY

Sept. 24, 24

Commission Expiration

PREPARED BY:
Michael J. Yentzen
Esplanade Land & Title Co., LLC
1914 24th Avenue
Gulfport, MS 39501
(228) 594-8860
MS Bar # 100866

RETURN TO:
Michael J. Yentzen
Esplanade Land & Title Co., LLC
1914 24th Avenue
Gulfport, MS 39501
(228) 594-8860

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, I

SARAH L. MCLAURIN
3704 MEADOWLARK DRIVE
GULFPORT, MS 39503
228.547.7504

do hereby sell, convey, and warrant unto

T&D HOMES, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
16786 TY RIDGE ROAD
GULFPORT, MS 39503
228.617.2158

the following described land and property, lying and being situated in Harrison County, Mississippi, First Judicial District, more particularly and certainly described as follows:
(See Exhibit A attached)(Page 3)
Indexing instructions: LOTS SIX (6) THROUGH TEN (10), INCLUSIVE, BLOCK NINETY-SIX (96), NORTH GULFPORT, HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT.

This conveyance is subject to all covenants, restrictions, easements, rights of way and other matters of record. It is agreed and understood that the taxes for the current year have been prorated 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 Grantor agrees to pay said Grantee or its assigns any deficit on the actual proration.

WITNESS the signature of the Grantor on this the 8th day of February, 2021.

Sarah L. McLaurin
SARAH L. MCLAURIN – Grantor

EXHIBIT "A"

LEGAL DESCRIPTION: LOTS SIX (6) THROUGH TEN (10), INCLUSIVE, BLOCK NINETY-SIX (96), NORTH GULFPORT, A SUBDIVISION ACCORDING TO THE 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, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION, TOGETHER WITH ALL THE RIGHTS, PRIVILEGES, IMPROVEMENTS AND APPURTENANCES TO THE SAME BELONGING OR IN ANY WISE APPERTAINING (TAX PARCEL # 0810D-03-008.000).

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 8th day of February, 2021, within my jurisdiction, the within named SARAH L. MCLAURIN, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2022

NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 61223
MICHAEL J. YENTZEN
Commission Expires
May 26, 2022
HARRISON COUNTY

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCELS
#0810D-03-008.000
LOTS 6-10, BLOCK 96,
NORTH GULFPORT SUBDIVISION

5207 RAILROAD AVENUE
LOTS 6 THRU 10, BLOCK 96, NORTH GULFPORT
GULFPORT, MISSISSIPPI
PARCEL #0810D-03-008.000

OVERALL LEGAL DESCRIPTION OF LAND PRIOR TO RESUBDIVISION

Survey of Lots 6 through 10, inclusive, Block 96, North Gulfport Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, as recorded in Plat Book 3, Page 13 of the records of the First Judicial District. Said parcel contains 16874 square feet or 0.38 acres.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

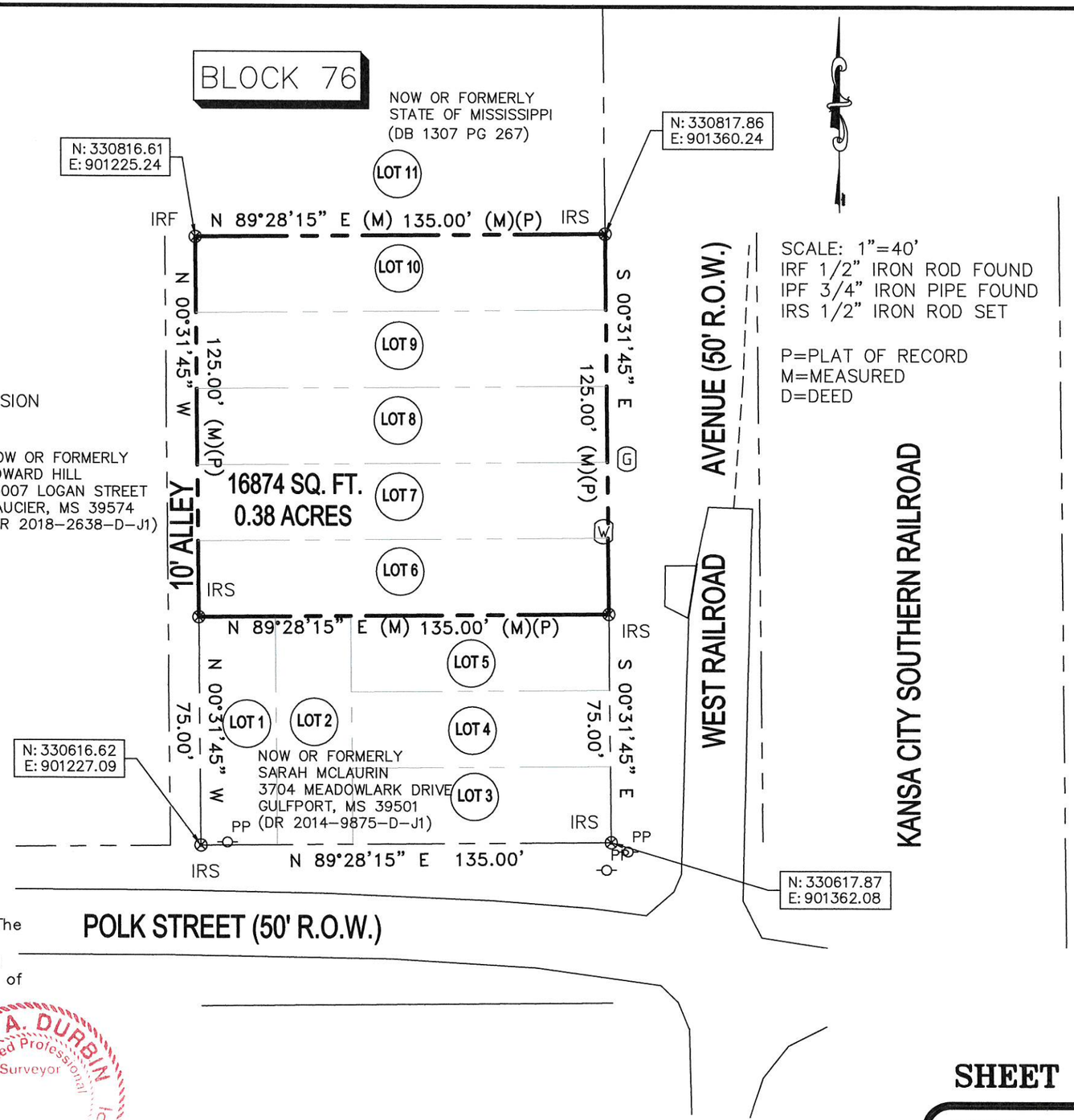
Bearings based on GPS Observation of the West margin of West Railroad Avenue, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" (0.2%) per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0261-G, Revised: 6/16/09.

This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
March 23, 2021
Revised: July 30, 2021

GARY A. DURBIN
Licensed Professional Surveyor
PS-2401
STATE OF MISSISSIPPI



SHEET 1 OF 3

10758

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632 Teelokgd@aol.com

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCELS
#0810D-03-008.000
LOTS 6-10, BLOCK 96,
NORTH GULFPORT SUBDIVISION

LEGAL DESCRIPTIONS OF PARCEL CREATED BY THIS RESUBDIVISION

LEGAL DESCRIPTION PARCEL "A"
(PER SURVEY)

A tract of land being Lots 9 and 10, and the North 1/2 of Lot 8, Block 96, North Gulfport Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, as recorded in Plat Book 3, Page 13 of the records of the First Judicial District. Said parcel contains 8437 square feet or 0.19 acres.

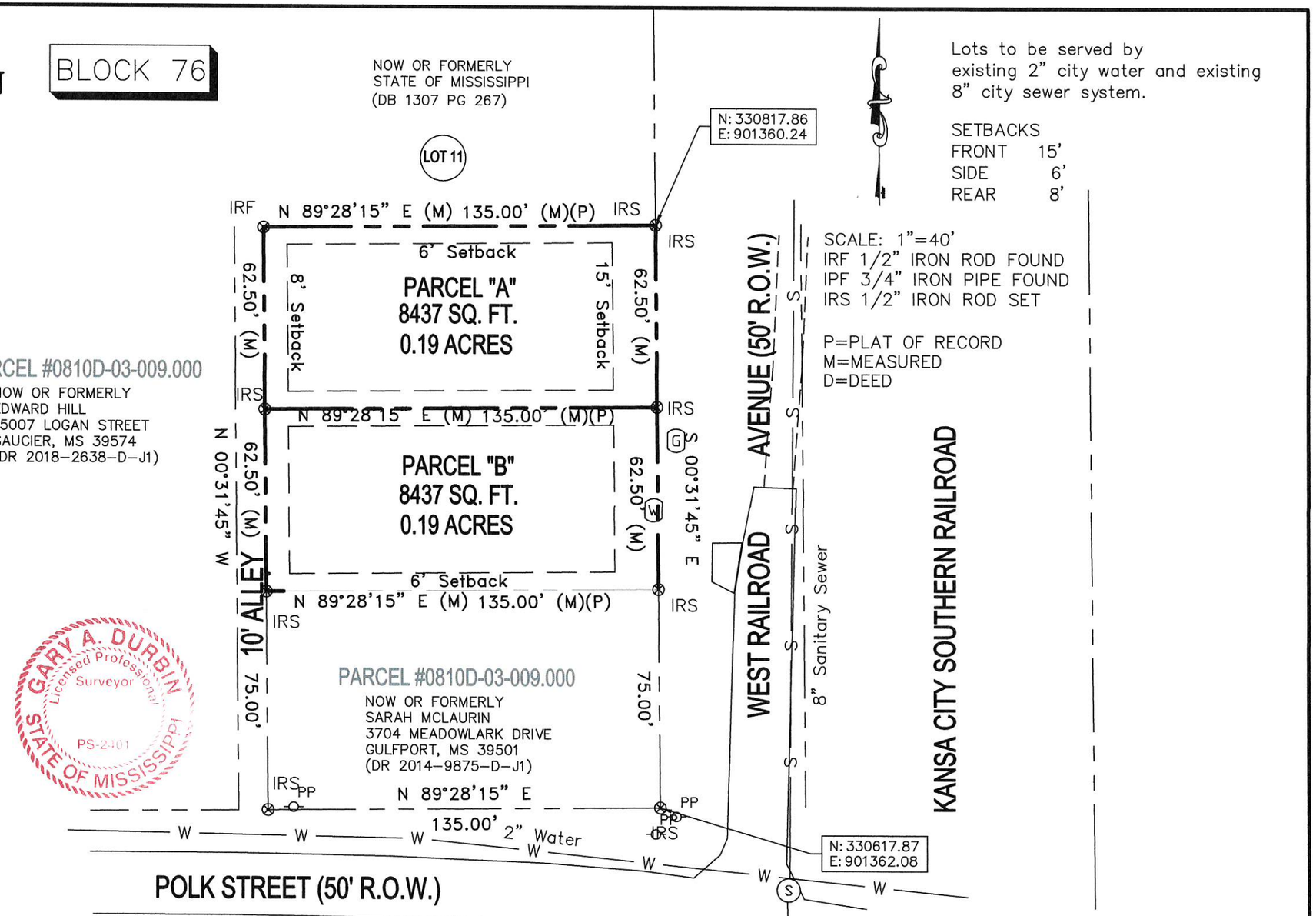
LEGAL DESCRIPTION PARCEL "B"
(PER SURVEY)

A tract of land being Lots 6 and 70, and the South 1/2 of Lot 8, Block 96, North Gulfport Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, as recorded in Plat Book 3, Page 13 of the records of the First Judicial District. Said parcel contains 8437 square feet or 0.19 acres.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

Bearings based on GPS Observation of the West margin of West Railroad Avenue, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" (0.2%) per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0261-G, Revised: 6/16/09.



This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
March 23, 2021
Revised: July 30, 2021

SHEET 2 OF 3 10758

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632 Teelokgd@aol.com

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCELS
#0810D-03-008.000
LOTS 6-10, BLOCK 96,
NORTH GULFPORT SUBDIVISION

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 Resubdivison of Parcels #0810D-03-008.000 of land in Lots 6-10, Block 96, North Gulfport Subdivision, City of Gulfport into Parcels A and B, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at 5207 West Railroad Avenue. The ad valorem tax parcel number of the subject property is 0810D-03-008.000. The case file number is _____.

OVERALL LEGAL DESCRIPTION OF LAND PRIOR TO RESUBDIVISION

TAX PARCEL #810D-03-008.000

Lots 6 through 10, inclusive, Block 96, North Gulfport Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, as recorded in Plat Book 3, Page 13 of the records of the First Judicial District. Said parcel contains 16874 square feet or 0.38 acres.

LEGAL DESCRIPTIONS OF PARCEL CREATED BY THIS RESUBDIVISION

LEGAL DESCRIPTION PARCEL "A" (PER SURVEY)

A tract of land being Lots 9 and 10, and the North 1/2 of Lot 8, Block 96, North Gulfport Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, as recorded in Plat Book 3, Page 13 of the records of the First Judicial District. Said parcel contains 8437 square feet or 0.19 acres.

LEGAL DESCRIPTION PARCEL "B" (PER SURVEY)

A tract of land being Lots 6 and 7, and the South 1/2 of Lot 8, Block 96, North Gulfport Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, as recorded in Plat Book 3, Page 13 of the records of the First Judicial District. Said parcel contains 8437 square feet or 0.19 acres.

The applicant hereby covenants and agrees 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:

Thomas McNair

THOMAS MCNAIR

This 2nd day of August, 2021.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforenamed THOMAS MCNAIR, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth. This 2nd day of August, 2021.

Notary Public

My Commission Expires: 10\09\2021

STATE OF MISSISSIPPI
SU-LIN BOLIN
ID NO. 119932
Commission Expires
10/09/2021
NOTARY PUBLIC
HARRISON COUNTY

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____day of _____, 2021.

Keith Williams, Chairman
Gulfport City Planning Commission

Gregory Holmes
Planning Division Administrator

APPROVAL

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: _____ ADOPT: _____

Brittany Rodgers, Clerk of Council — F.B. "Rusty" Walker, IV, President

Clerk of Council — President

This resubdivison plat and certificate of Resubdivison, having been submitted and approved by the Mayor, this _____day of _____, 2021

Billy Hewes, Mayor

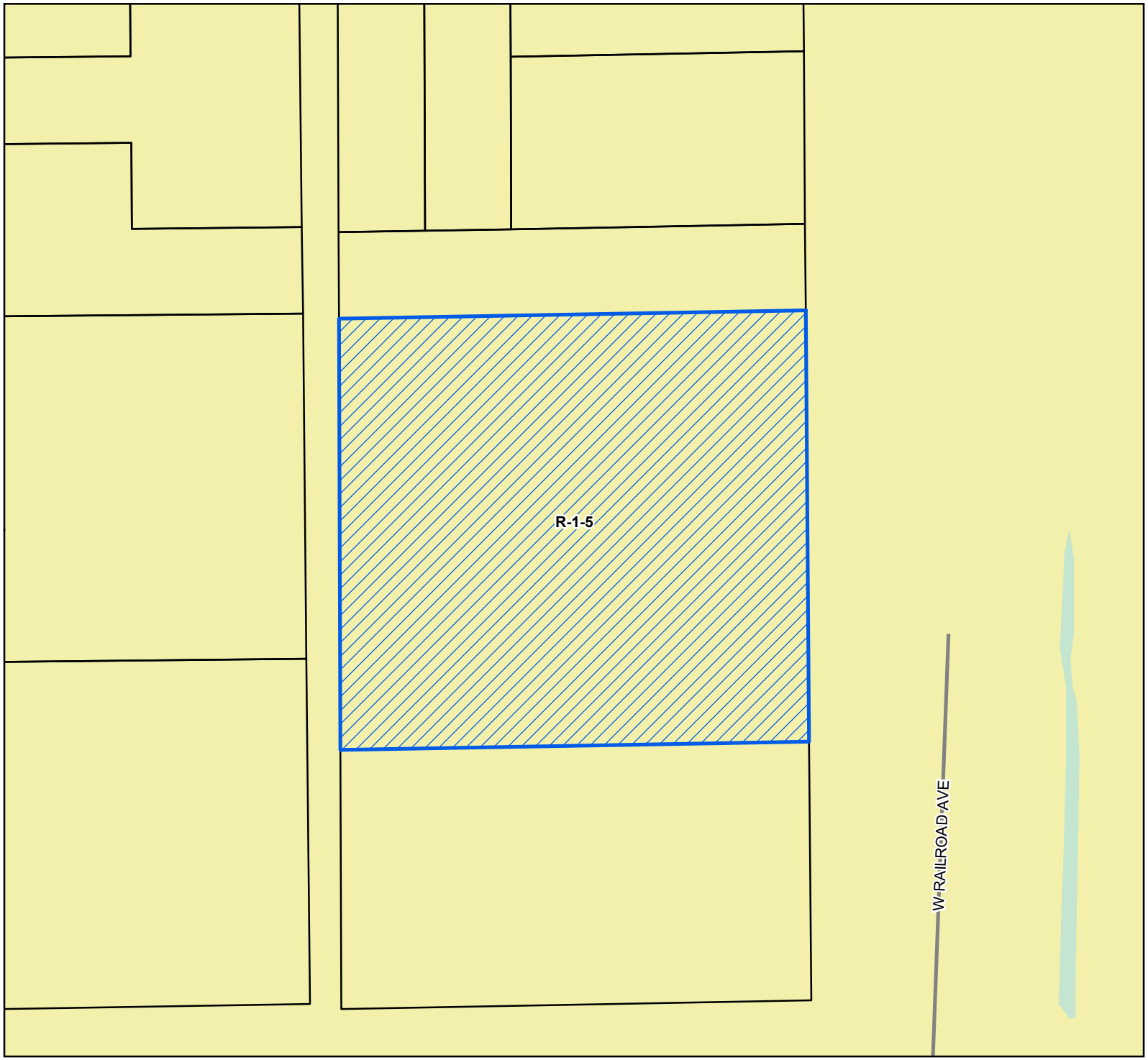
GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

SHEET 3 OF 3

10758

2109PC143

Resubdivision



Site

Street

Parcels

Water Features

Zoning

R-1-5 - Single Family Residence District (Medium Density)

Site Information

0810D-03-008.000
Zoning: R-1-5 (Single Family)
Size: 16,874 sq ft.
Flood: X, 0.2%

0 6 12 18
Yards

1 inch = 40 feet

N W E S

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.

RE: Resubdivision 2109PC143, by owner T&D Homes LLC, tax parcel 0810D-03-008.000, Divide into two new parcels, 5107 W. Railroad 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, September 23, 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, September 23, 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			T&D HOMES THOMAS C. MCNAIR SR	16786 TY RIDGE RD	GULFPORT	MS	39503
			Adjacent Property Owners				
	50031	0810D-03-015.000	BOBO PATRICIA M ETAL	607 RACOVE DR	TUPELO	MS	38801
	50077	0810D-03-011.000	BOOSE ROGER SR	14536 MADISON ST	GULFPORT	MS	39501
	87574	0810C-05-009.000	DEAN TOMMY LEE & BESSIE L	2511 TAYLOR ST	GULFPORT	MS	39501
	109502	0810D-03-010.001	HILL EDWARD C	15007 LOGAN ST	SAUCIER	MS	39574
	87507	0810D-02-035.000	JACKSON HOWARD -EST-	5022 OHIO AVE	GULFPORT	MS	39501
	50252	0810D-02-003.000	LAWSON ALEXANDER	4203 INDIANA AVE	GULFPORT	MS	39501
	50073	0810D-03-004.000	MCFARLAND CHARLES	P O BOX 568	LONG BEACH	MS	39560
	87532	0810D-03-009.000	MCLAURIN SARAH L	3704 MEADOWLARK DRIVE	GULFPORT	MS	39501
N	50069	0810D-03-008.000	MCLAURIN SARAH L	3704 MEADOWLARK DRIVE	GULFPORT	MS	39501
	50071	0810D-03-006.000	MILLER ANNA B	P O BOX 1307	TEMPLE HILLS	MD	20757
	50028	0810D-03-002.000	MISS TRANSPORTATION COMMISSION	C/O RIGHT OF WAY (TITLE SECTION)	JACKSON	MS	39215
	50078	0810D-03-010.000	NEW BIRTH HOLY MINISTRIES	P O BOX 8922	GULFPORT	MS	39507
	50253	0810D-02-001.000	PATTON ARTHUR RAY	8187 MISSISSIPPI AVE	GULFPORT	MS	39501
N	50254	0810D-02-002.000	PATTON ARTHUR RAY	8187 MISSISSIPPI AVE	GULFPORT	MS	39501
	87474	0810D-01-011.000	PEOPLE MISSION BAPTIST CHURCH	5101 ARKANSAS AVE	GULFPORT	MS	39501
N	87572	0810C-05-008.000	PEOPLE MISSION BAPTIST CHURCH	5101 ARKANSAS AVE	GULFPORT	MS	39501
	50075	0810D-03-013.000	PEPPER PROPERTIES LLC	1040 TINA LADNER VIC FAYE RD	PASS CHRISTIAN	MS	39571
	50070	0810D-03-007.000	PITTMAN GREGORY	36010 MEADOWLARK DR	GULFPORT	MS	39501
	50074	0810D-03-003.000	STATE OF MISS 5/24/2018	P O BOX 136	JACKSON	MS	39205
N	87534	0810D-03-012.000	STATE OF MISS 5/24/2018	P O BOX 136	JACKSON	MS	39205
N	50072	0810D-03-005.000	STATE OF MISS 8/26/2013				0

2109PC143

Resubdivision

Legend

- Site
- Adjacent Properties
- Street
- Railroad
- Buildings
- Water Features

0 25 50 75
Yards

1 inch = 150 feet

N
W E
S

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MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: September 23, 2021

Re: <u>Zoning Map Amendment 2109PC144:</u>
<u>Tabled to October 28, 2021 meeting.</u>

Zoning Map Amendment 2109PC144, by agent Greg Smith, tax parcel 1011D-01-026.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), 157 Oleander Dr, Ward 2

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)

For Staff Use Only

Case File #: 2109PC144

Date Received: 8/2/21

Receipt #:

Received By: CL

Zoning: T6

Ward: 2 Flood:

Property Information

TAX PARCEL # 10119-01-026.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 157 Oleander Drive

Lot(s) 53+54, Block(s), Subdivision Lakeland Subd.

General Location: North of US Hwy 90, West of Cowan Rd, South of Township Rd

GENERAL DESCRIPTION OF REQUEST:

Rezone property to T4+ from T6

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

Matthew Allen + Hillary Allen
Printed Name Of Owner

10812 Shaw Ct.
Mailing Address

Parker Co 80134
City State Zip code

720-883-7828
Home Phone Work/Cell Phone

hillaryallen@gmail.com
Email

Signature Of Owner

AGENT

Greg Smith
Printed Name Of Agent

PO Box 7704
Mailing Address

Gulfport Ms 39506
City State Zip code

228-263-3456
Home Phone Work/Cell Phone

gtsmith1225@gmail.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.

TO WHOM IT MAY CONCERN,

We, the undersigned owners of:

157 Oleander Drive, Gulfport, MS
Tax Parcel# 1011D-01-026.000
Lots 53 & 54

Do hereby authorize Greg Smith to act as our agent in Changing the zoning of the aforementioned property.

Matthew E. Allen

KRENCIDA MARIE JOHNSTON
Notary Public
State of Colorado
Notary ID # 20204031036
My Commission Expires 09-09-2024

Krencida Johnston
County of: Douglas

Hillary L. Allen

AMENDMENT OF SMART CODE ORDINANCE

E.
CONDITITIONS OF CHANGE

This area was rezoned in 2007 from Residential to the Smart Code, which restricts residential development and penalizes property owners. No Development has occurred. All business development along Cowan-Lorraine Road has been North of the railroad tracks and much of it North of Bayou Bernard. The business corridor has changed. This area would be better utilized by allowing some single-family housing. This would create more Affordable housing in this Area which is Needed/public Need.

F.

1. INTEREST

Matthew and Hillary Allen 100% Ownership

2. DEVELOPMENT SCHEDULE

Development of this property would begin with 180 days with completion within one year.

3. AFFECT OF AMENDMENT

This rezoning change should not negatively impact any of the surrounding properties. On the other hand, it should begin redevelopment of the area.

Notary Form

State of: Colorado

County of: Douglas

On 05 / 28 / 2021, before me, Krencida Johnston,
(notary)

Personally appeared, Matthew Allen and Hillary Allen,
(signers)

[X] Personally known to me

OR

[__] Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

KRENCIDA MARIE JOHNSTON
Notary Public
State of Colorado
Notary ID # 20204031036
My Commission Expires 09-09-2024

Krencida Johnston
Notary Signature

Krencida Johnston
Print Name

REVIEWED

SCANNED

1st Judicial District
Instrument 2021 5797 D -J1
Filed/Recorded 4/30/2021 08:05 A
Total Fees $ 26.00
4 Pages Recorded

Return To and Prepared By:
James C. Simpson, Jr.
Wise Carter Child & Caraway, P.A.
2510 14th Street, Suite 1125
Gulfport, MS 39501
(228) 867-7141

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS: Lots 53 and 54, Lakeland Subdivision; First Judicial District of Harrison County, Mississippi

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good, legal and valuable considerations, the receipt and sufficiency of which are hereby acknowledged,

**DENNIS DEXTER AS CO-TRUSTEE AND MAURICE MILLEUR
AS CO-TRUSTEE FOR AND ON BEHALF OF THE
DEXTER-MILLEUR REVOCABLE LIVING TRUST
DATED MAY 18, 2010
609 SW ARBORETUM CIR.
PORTLAND, OR 97221
(503) 477-8242**

do hereby sell, convey and warrant unto:

**MATTHEW E. AND HILLARY L. ALLEN
10812 SHAW CT.
PARKER, CO 80134
(720) 788-6272)**

STATE OF Oregon

COUNTY OF Multnomah

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State, within my jurisdiction, the within named DENNIS DEXTER, who acknowledged to me that he is Co-Trustee, and that for and on behalf of said Trust. and act and deed, he executed the above and foregoing instrument, after having been duly authorized by said company so to do.

SWORN TO AND SUBSCRIBED BEFORE ME this, the 23rd day of April, 2021.

Marie C. Gallaway

NOTARY PUBLIC

My Commission Expires:

July 02, 2023

OFFICIAL STAMP
MARIE C GALLAWAY
NOTARY PUBLIC - OREGON
COMMISSION NO. 989019
MY COMMISSION EXPIRES JULY 02, 2023

STATE OF Oregon

COUNTY OF Multnomah

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State, within my jurisdiction, the within named Maurice Milleur, who acknowledged to me that he is Co-Trustee, and that for and on behalf of said Trust, and act and deed, he executed the above and foregoing instrument, after having been duly authorized by said company so to do.

SWORN TO AND SUBSCRIBED BEFORE ME this, the 23rd day of April, 2021.

Marie C. Gallaway

NOTARY PUBLIC

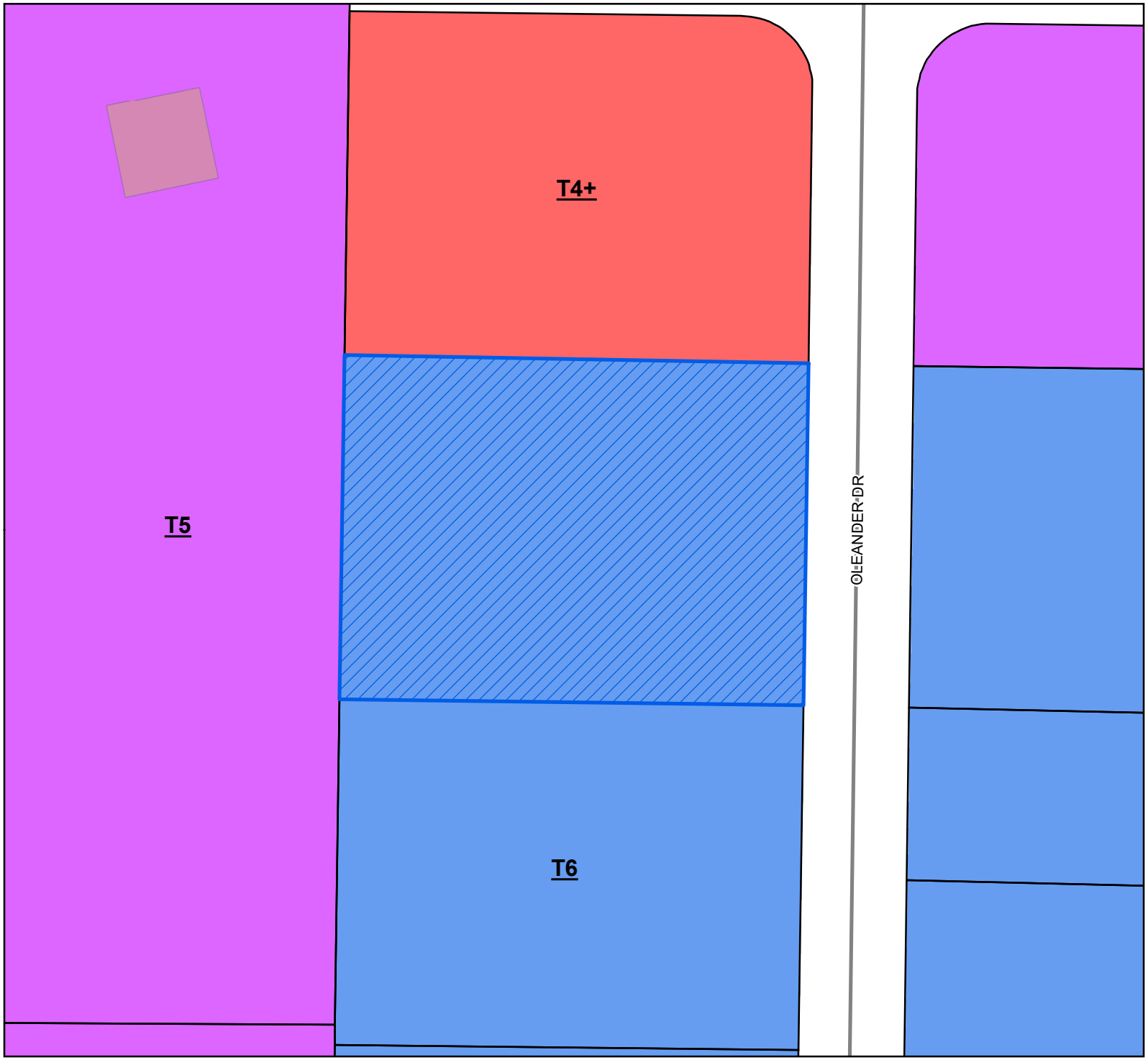
My Commission Expires:

July 02, 2023

OFFICIAL STAMP
MARIE C GALLAWAY
NOTARY PUBLIC - OREGON
COMMISSION NO. 989019
MY COMMISSION EXPIRES JULY 02, 2023

2109PC144

Resubdivision



Site
Street
Parcels
Buildings

Smart Code

T6
T5
T4+

Site Information

1011D-01-026.000
Zoning: R-1-5 (Urban Core Zone)
Size: 13,550 sq ft.
Flood: X, 0.2%

0 6 12 18
Yards

1 inch = 40 feet

N
W E
S

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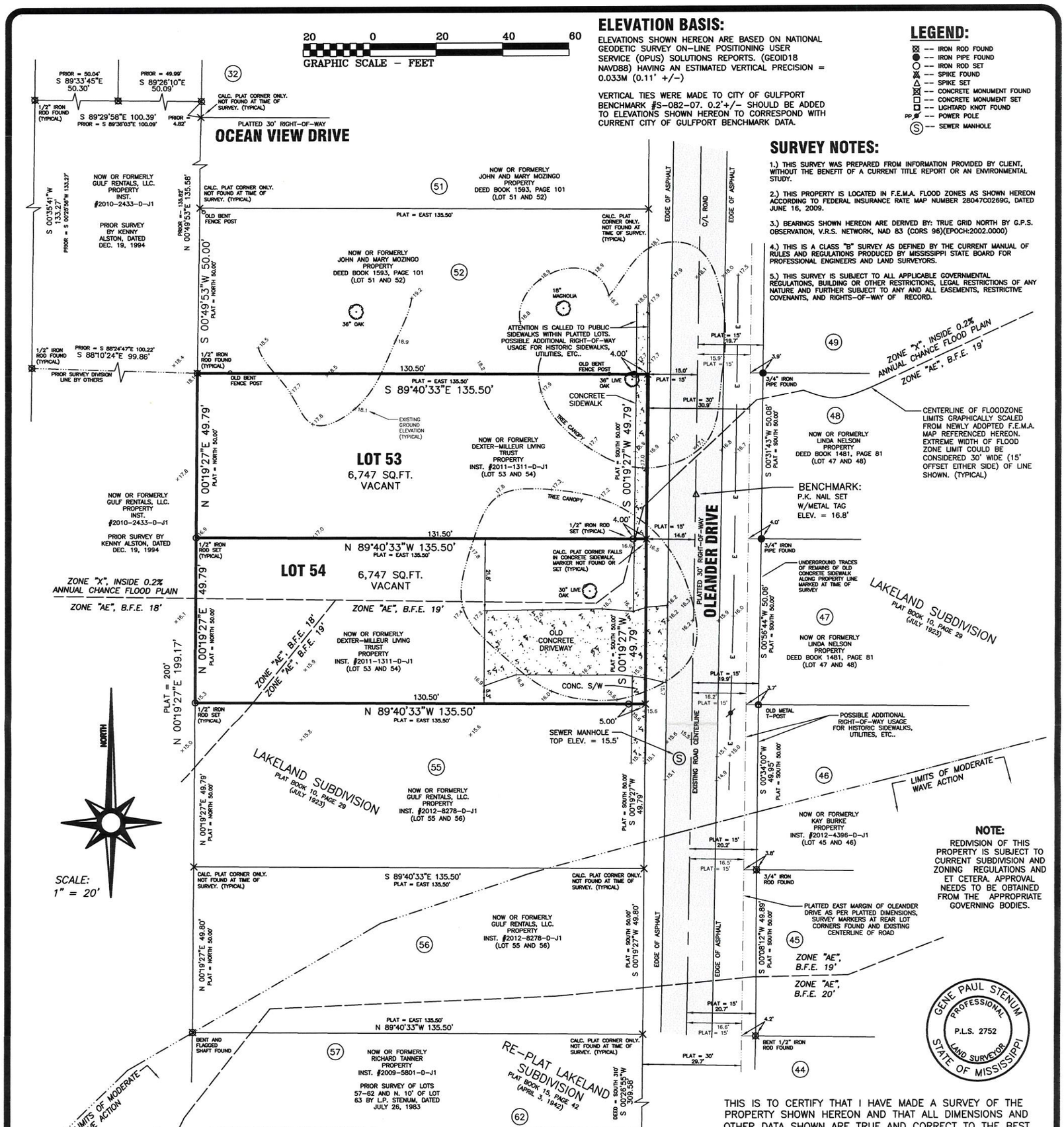


ELEVATION BASIS:

ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY ON-LINE POSITIONING USER SERVICE (OPUS) SOLUTIONS REPORTS. (GEOID18 NAVD88) HAVING AN ESTIMATED VERTICAL PRECISION = 0.033M (0.11' +/-)

VERTICAL TIES WERE MADE TO CITY OF GULFPORT BENCHMARK #S-082-07. 0.2'+/- SHOULD BE ADDED TO ELEVATIONS SHOWN HEREON TO CORRESPOND WITH CURRENT CITY OF GULFPORT BENCHMARK DATA.

LEGEND:

- -- IRON ROD FOUND
- -- IRON PIPE FOUND
- -- IRON ROD SET
- -- SPIKE FOUND
- -- SPIKE SET
- -- CONCRETE MONUMENT FOUND
- -- CONCRETE MONUMENT SET
- -- LIGHTARD KNOT FOUND
- -- POWER POLE
- -- SEWER MANHOLE

SURVEY NOTES:

1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.

2.) THIS PROPERTY IS LOCATED IN F.E.M.A. FLOOD ZONES AS SHOWN HEREON ACCORDING TO FEDERAL INSURANCE RATE MAP NUMBER 28047C0269G, DATED JUNE 16, 2009.

3.) BEARINGS SHOWN HEREON ARE DERIVED BY: TRUE GRID NORTH BY G.P.S. OBSERVATION, V.R.S. NETWORK, NAD 83 (CORS 96)(EPOCH:2002.0000)

4.) THIS IS A CLASS "B" SURVEY AS DEFINED BY THE CURRENT MANUAL OF RULES AND REGULATIONS PRODUCED BY MISSISSIPPI STATE BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

5.) THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

NOTE:

REDIVISION OF THIS PROPERTY IS SUBJECT TO CURRENT SUBDIVISION AND ZONING REGULATIONS AND ET CETERA. APPROVAL NEEDS TO BE OBTAINED FROM THE APPROPRIATE GOVERNING BODIES.

GENE PAUL STENUM
PROFESSIONAL
P.L.S. 2752
LAND SURVEYOR
STATE OF MISSISSIPPI

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GENE PAUL STENUM, P.L.S. #2752 — APRIL 23, 2021 DATE OF FIELD SURVEY

REFERENCE MATERIALS:

1.) HARRISON COUNTY TAX MAPS, 2010 EDITION.
2.) HARRISON COUNTY OWNERSHIP MAPS, 2009 EDITION.
3.) WARRANTY DEEDS LISTED AND DESCRIBED HEREON.
4.) PREVIOUS SURVEYS LISTED AND DESCRIBED HEREON.
5.) HARRISON COUNTY AERIAL TOPOGRAPHIC MAPS, 2002 EDITION.

DEED DESCRIPTION:
INSTRUMENT # 2011-0001311-D-J1

LOTS FIFTY-THREE (53) AND FIFTY-FOUR (54), OF LAKELAND SUBDIVISION, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON OF COUNTY, MISSISSIPPI.

EXPLANATION OF FLOOD ZONES

(OBTAINED FROM F.I.R.M. DESCRIBED HEREON)

ZONE	EXPLANATION
AE	SPECIAL FLOOD HAZARD AREAS. SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATIONS DETERMINED.
X	AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
LMWA	Limit of Moderate Wave Action (LimWA)–This is a line within the SFHA designated Zone AE on a DFIRM that marks the inland limit of the area inundated by the 1-percent-annual-chance, 1.5-foot breaking wave. The LimWA is provided on the DFIRM, for informational purposes, because these moderate waves can cause damage to structures; the damage would not be as severe as the damage caused by the 1-percent-annual-chance, 3- foot breaking waves.

A SURVEY OF LOTS 53 AND 54, LAKELAND SUBDIVISION, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

SCALE: 1" = 20'	APPROVED:	PARTY CHIEF:	DRAWN BY: MOG
DATE: APRIL 28, 2021	GPS	RPW	REVISED:

FOR: GREG SMITH
3923 WASHINGTON AVE.
GULFPORT, MS. 39506 PHONE: (228)263-3456

STENUM SURVEYING, LLC.
24008 SUCCESS ROAD
SAUCIER, MISSISSIPPI 39574 PHONE: (228) 392-5552

DRAWING NUMBER: 19153 LOT 53 AND 54.dwg

RE: Zoning Map Amendment 2109PC144, by agent Greg Smith, tax parcel 1011D-01-026.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), 157 Oleander Dr, Ward 2

To Applicants and Adjacent Property Owners:

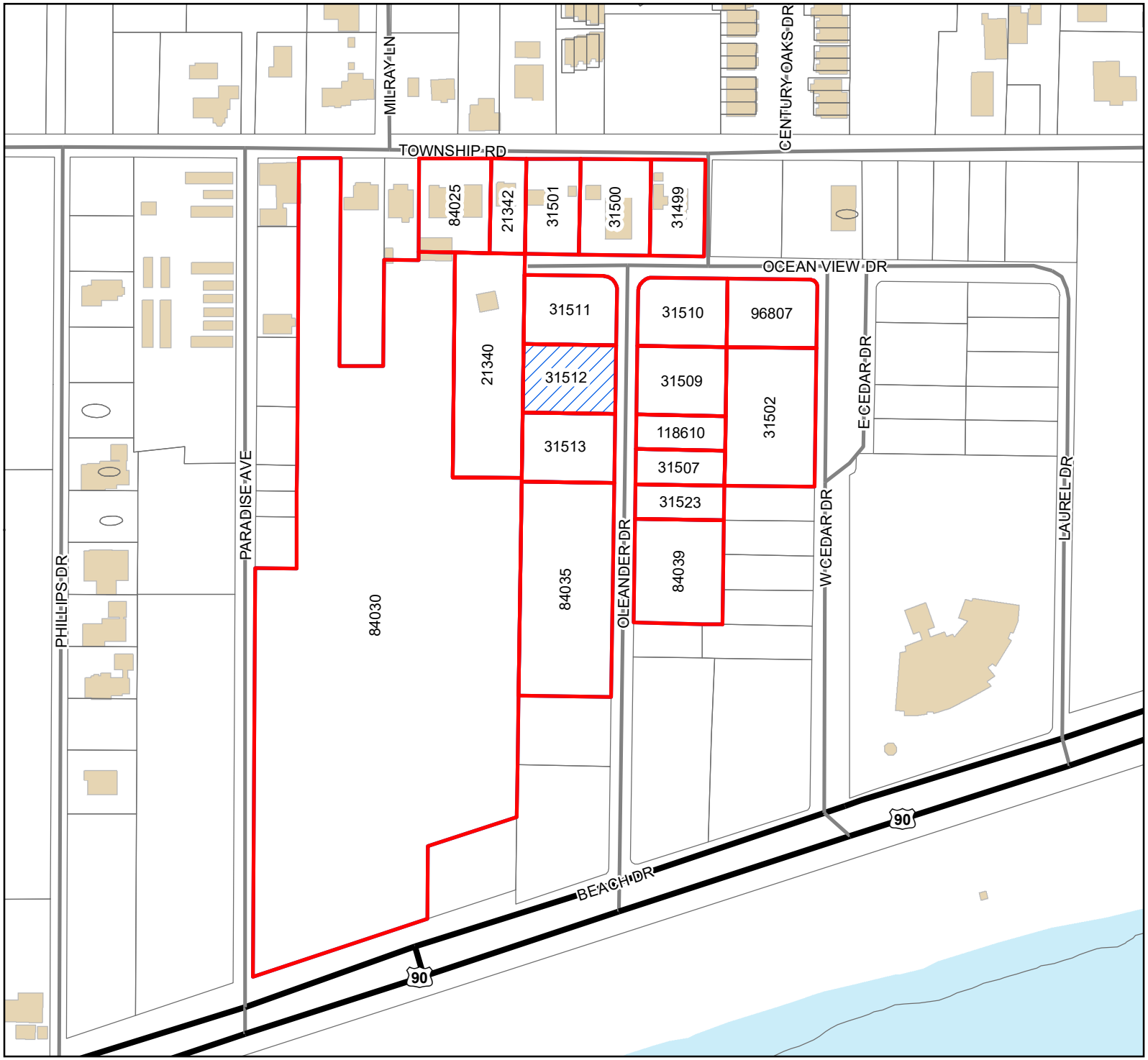
The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, September 23, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas.shtml then click the City of Gulfport Planning Commission for **Thursday, September 23, 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			MATTHEW & HILLARY ALLEN(OWNER)	10812 SHAW CT	PARKER	CO	80134
			GREG SMITH(AGENT)	PO BOX 7704	GULFPORT	MS	39506
			Adjacent Property Owners				
	84039	1011D-01-034.000	BELTWAY SOUTH INVESTMENTS LLC	141 WEBB LANE	FLOWOOD	MS	39232
	118610	1011D-01-038.001	BURKE KAY FRANCES	1163 NURSERY AVE	METAIRIE	LA	70005
N	31507	1011D-01-036.000	BURKE KAY FRANCES	1163 NURSERY AVE	METAIRIE	LA	70005
	31510	1011D-01-039.000	CHAVERS DENNIS	146 TEAGARDEN RD	GULFPORT	MS	39503
	31512	1011D-01-026.000	DEXTER DENNIS & MILLEUR M -TRUSTEES	609 SW ARBORETUM CIR	PORTLAND	OR	97221
	84030	1011D-01-023.000	DHAC REAL ESTATE LLC	853 E VALLEY BLVD	SAN GABRIEL	CA	91776
	31513	1011D-01-027.000	GULF RENTALS LLC	P O BOX 444	BILOXI	MS	39533
N	21340	1011D-01-024.000	GULF RENTALS LLC	P O BOX 444	BILOXI	MS	39533
	31499	1011D-01-008.000	HAYES JOHN S & NINA J	1111 OCEAN VIEW DR	GULFPORT	MS	39507
	31511	1011D-01-025.000	MOZINGO JOHN C III & MARY EVELYN	167 OLEANDER DR	GULFPORT	MS	39507
	31509	1011D-01-038.000	NELSON LINDA G	2501 GULF AVE #19	GULFPORT	MS	39501
	31523	1011D-01-035.000	PERKINS WILLIAM W & BETTY-TRUSTEES-	415 NATCHEZ RD	BROOKHAVEN	MS	39601
	31502	1011D-01-040.000	SMITH GREGORY	1444 MILL RD	GULFPORT	MS	39507
	96807	1011D-01-040.001	SMITH GREGORY T	PO BOX 7704	GULFPORT	MS	39506
	84025	1011D-01-012.000	SMITH ROBERT E JR	142 BENACHI AVE	BILOXI	MS	39530
	21342	1011D-01-011.000	SMITH ROBERT E JR	PO BOX 444	BILOXI	MS	39533
	31500	1011D-01-009.000	SUTTON CHARLES R & MARIA M	1039 OCEANVIEW DR	GULFPORT	MS	39507
	84035	1011D-01-028.000	TANNER RICHARD M	3631 PERRYMAN RD	OCEAN SPRINGS	MS	39564
	31501	1011D-01-010.000	TILLINGHAST RENA OLIVIA	20589 SCARBOROUGH RD	SAUCIER	MS	39574

2109PC144

Zoning Map Amendment



Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Buildings
- Water Features

0 30 60 90
Yards

1 inch = 200 feet

N
W E
S

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

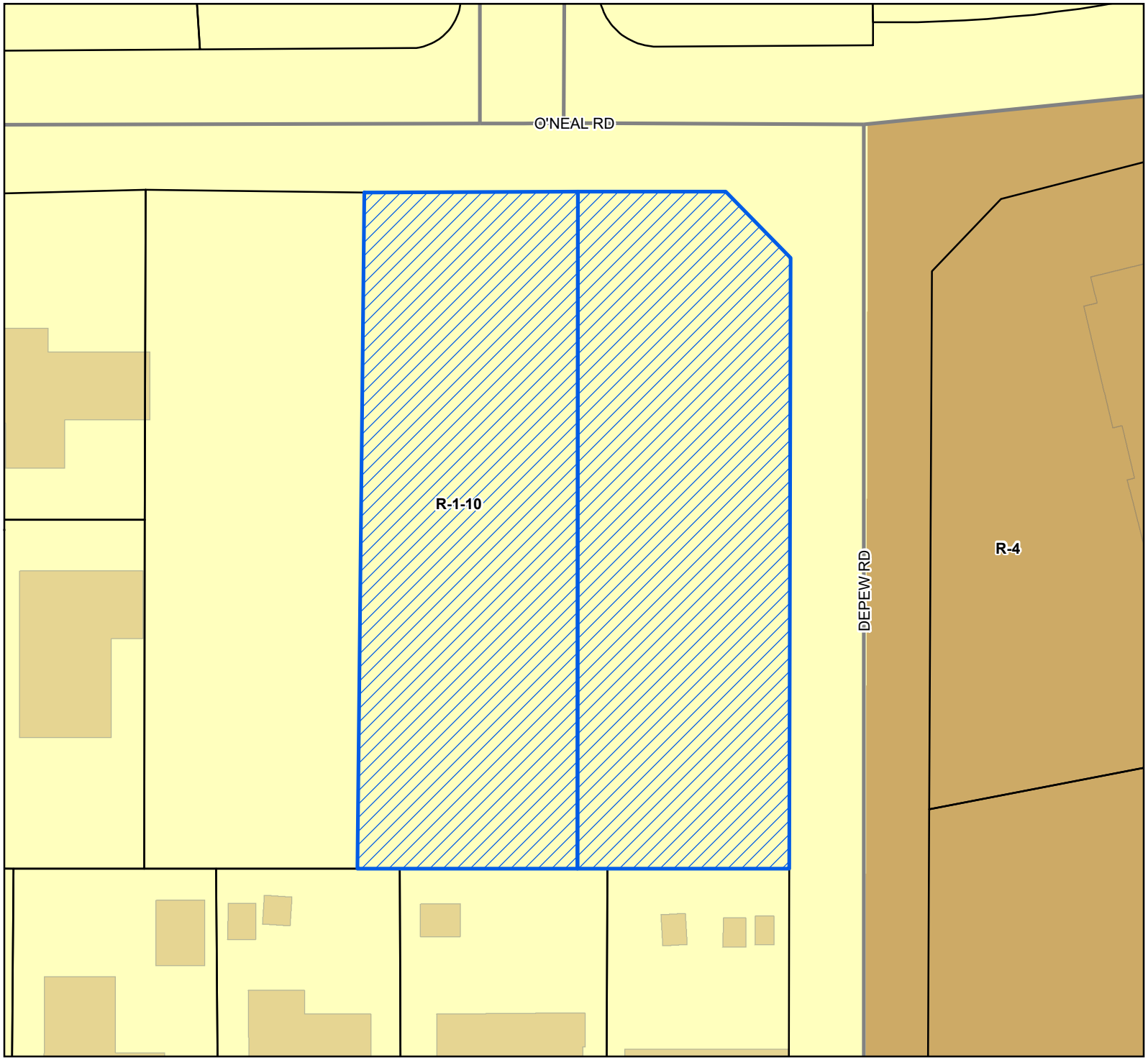
Date of Hearing: September 23, 2021

Re: **Resubdivision 2109PC145:**

Resubdivision 2109PC145, by agent Henrich & Associates, LLC, tax parcels 0808D-02-001.000 and 0808D-02-002.000, Divide into 6 new parcels, O'Neal Rd, Zoned R-1-10 (Single-family), Ward 7

2109PC145

Resubdivision



Site
Street
Parcels
Buildings
Water Features

Zoning

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

R-4 - General Residence (High Density)

Site Information

0808D-02-001.000
0808D-02-002.000
Zoning: R-1-10 (Single Family Zone)
Size: 1.25 acres
Flood: X

0 10 20 30
Yards

1 inch = 60 feet

N
W E
S

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Revision date ~~11/7/2020~~

$205.00

For Staff Use Only

Case Number: 2109PC145

Date Received: 8/3/21

Receipt Number:

Received By: CL

Zoning: R-1-10

Ward: Flood:

Size:

(If necessary, use separate sheet of paper)

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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL # 0 8 0 8 D – 0 2 – 0 0 1 . 0 0 0

0 8 0 8 D – 0 2 – 0 0 2 . 0 0 0

– – .

Address of Property Involved: N/A

Lot(s) 1-6, Block(s) 1, Subdivision James W Laird

General Location: S.W. corner of O'Neal Road and Depew Road

GENERAL DESCRIPTION OF REQUEST:

Request is to resubdivide the 2.00+/- acre property into 6 parcels. Each parcel will connect to the City of Gulfport's water and sewer lines located within the existing right-of-ways.

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
James W Laird	Heinrich & Associates, LLC (Bobby Heinrich)
Printed Name of Owner	Printed Name of Agent
9030 Valley View Drive	1806 23rd Ave.
Mailing Address	Mailing Address
Mobile AL 36695	Gulfport MS 39501
City State Zip code	City State Zip code
228-297-3279	228-896-6768
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
	bobby.h@heinrichassociates.net
Email	Email
James Laird	
Signature of Owner	**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.

JAMES W LAIRD
9030 Valley View Drive
Mobile, AL 36695

July 30, 2021

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

RE: **Agent Letter for James W Laird**
Tax Parcel No's.: 0808D-02-001.000 and 0808D-02-002.000
Southwest Intersection of O'neal Rd. and Depew Rd.
Gulfport, MS 39503

To Whom It May Concern:

Please allow this letter to serve as official notice that ***Heinrich & Associates, LLC and Blessed Investments Team, LLC,*** are authorized to act as agent on behalf of **James W Laird** in any Planning Commission or City Council matters.

If you have any questions, please do not hesitate to contact me.

Sincerely,

James W. Laird

Notary

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

JAMES W LAIRD
9030 Valley View Dr
Mobile, AL 36695

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisiction afroresaid, the within named James W Laird who, after being by me forst duly sworn, stated the following:

1. That there are no restrictive covenants prohibiting the resubidivision of the property located on Parcel No'S: 0808D-02-001.000 and 0808D-02-002.000.

Respectfully submitted:

By: James Laird
James W Laird

SWORN AND SUBSCRIBED before me, this the 3rd day of August 2021.

Yvonne Cowart
Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

BLESSED INVESTMENTS TEAM, LLC

CORPORATE RESOLUTION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named **Nelson Wayne Carr** who acknowledged that she is a member of **Blessed Investments Team, LLC**, A Mississippi Limited Liability Company, and for that and on behalf of the said company, and as its act and deed, they executed the above and foregoing instrument, after first have been duly authorized by said company so to do has authority to sign all city documents on behalf of said company.

Given under my hand and official seal of office, this the 3RD day of August 2021.

Nelson Wayne Carr, Member

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

UNOFFICIAL

1st Judicial District
Instrument 2011 5142 D – J1
Filed/Recorded 8/11/2011 01:39 P
Total Fees $ 12.00
3 Pages Recorded

Prepared by:

Alfred R. Koenenn
Perry, Murr, Teel & Koenenn
Post Office Box 7158
Gulfport, MS 39506
(228)896-0020
State Bar #4237

Return to:

Alfred R. Koenenn
Perry, Murr, Teel & Koenenn
Post Office Box 7158
Gulfport, MS 39506
(228)896-0020
State Bar #4237

INDEX INFORMATION:

North ½ of the Northwest 1/4 of Section 4, Township 7 South, Range 11 West

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

TITLE NOT EXAMINED

CO-EXECUTRIXES WARRANTY DEED

UNOFFICIAL

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned:

MARGARET J. FRAZIER AND
CORI LYNN WALKER
CO-EXECUTRIXES OF THE ESTATE OF
JOSIE E. LAIRD, DECEASED
14505 Old Highway 49
Gulfport, MS 39503
(228) 669-5623

said Co-Executrixes having been so appointed by Order of the Chancery Court under Cause Number 11-00446(3), does hereby sell, convey and warrant unto:

JAMES W. LAIRD
9030 Valley View Drive
Mobile, AL 36695
(251) 633-0273

the following described land and property located and being situated in the First Judicial District of Harrison County, Mississippi, and more particularly described as follows, to-wit:

UNOFFICIAL

UNOFFICIAL

2

Parcel I:

Parcel#0808D-02-001.000

That certain parcel of land situated in the First Judicial District of Harrison County, Mississippi, in the North ½ of the Northwest 1/4 of Section 4, Township 7 South, Range 11 West and being more particularly described as follows;

Commencing at the point where the South margin of O'Neal Road intersects with the East margin of U.S. Highway 49 and run thence East along the South margin of O'Neal Road a distance of 2170.1 feet to an iron pipe which is the place of beginning. From said point of beginning run thence East along the South margin of O'Neal Road a distance of 94 feet, run thence South a distance of 300 feet; thence West a distance of 94 feet; thence North a distance of 300 feet to the place of beginning.

Parcel II:

Parcel #0808D-02-002.000

That certain parcel of land situated in the First Judicial District of Harrison County, Mississippi, in the North ½ of the Northwest 1/4 of Section 4, Township 7 South, Range 11 West and being more particularly described as follows;

UNOFFICIAL

Commencing at the point where the South margin of O'Neal Road intersects with the East margin of U.S. Highway 49 and run thence East along the South margin of O'Neal Road a distance of 2076.1 feet to an iron pipe and the place of beginning. From said point of beginning run thence East along the South margin of O'Neal Road a distance of 94 feet, run thence South a distance of 300 feet; thence West a distance of 94 feet; run thence North a distance of 300 feet to the place of beginning.

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.

TAXES FOR THE CURRENT YEAR ARE HEREBY ASSUMED by the Grantee herein.

EXECUTED, this the 4th day of August, 2011.

Estate of Josie E. Laird

BY: Margaret J. Frazier
Margaret J. Frazier, Co-Executrix

BY: Cori Lynn Walker
Cori Lynn Walker, Co-Executrix

UNOFFICIAL

UNOFFICIAL

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, MARGARET J. FRAZIER, CO-EXECUTRIX OF THE ESTATE OF JOSIE E. LAIRD, who acknowledged that she signed, and delivered the above and foregoing Warranty Deed on the day and year therein mentioned having been duly authorized to do so.

GIVEN under my hand and official seal of office on this the 4th day of August, 2011.

Jennifer L. Taylor
Notary Public

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 4654 JENNIFER L. TAYLOR Commission Expires June 5, 2012 HARRISON COUNTY

My Commission Expires:

June 5, 2012

UNOFFICIAL

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, CORI LYNN WALKER, CO-EXECUTRIX OF THE ESTATE OF JOSIE E. LAIRD, who acknowledged that she signed, and delivered the above and foregoing Warranty Deed on the day and year therein mentioned having been duly authorized to do so.

GIVEN under my hand and official seal of office on this the 4th day of August, 2011.

Jennifer L. Taylor
Notary Public

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 4654 JENNIFER L. TAYLOR Commission Expires June 5, 2012 HARRISON COUNTY

My Commission Expires:

June 5, 2012

UNOFFICIAL

2109PC145

Resubdivison

Legend

- Site
- Adjacent Properties
- Street
- Buildings
- Water Features

0 40 80 120
Yards

1 inch = 250 feet

N
W E
S

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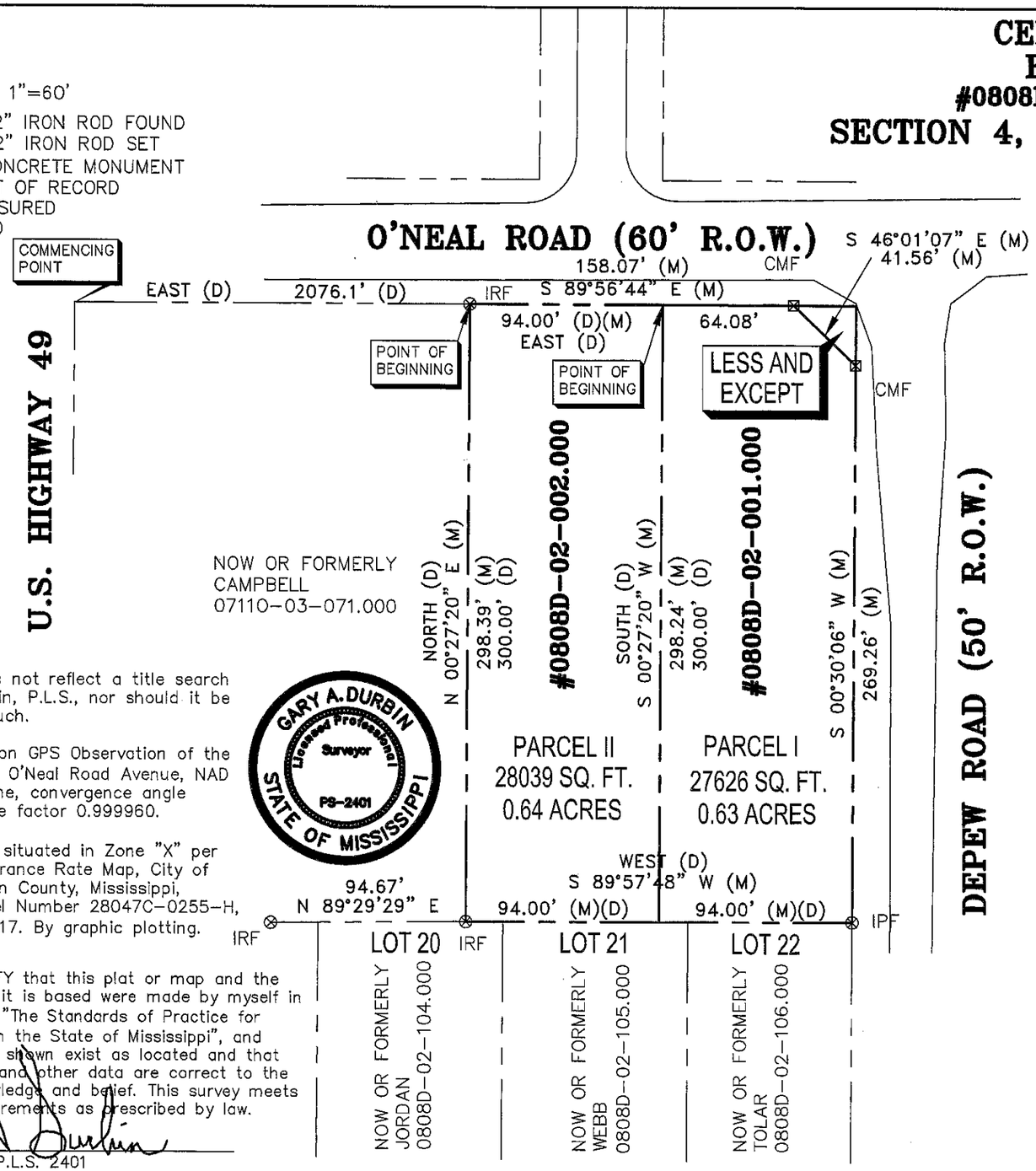
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			James W Laird(Owner)	9030 Vakkey View Drive	Mobile	AL	36695
y			Heinrich & Assocaites, LLC(Agent)	1806 23rd Ave	GULFPORT	MS	39501
			Adjacent Property Owners				
	57041	0808C-01-004.001	APPLEWHITE CLYDE W & SHERYL R	15240 O'NEAL RD	GULFPORT	MS	39503
	98458	0808D-02-004.001	BONEY JACQUELINE SUE SPARKMAN	15293 O'NEAL RD	GULFPORT	MS	39503
n	101878	0808D-02-004.002	BONEY JACQUELINE SUE SPARKMAN	15293 O'NEAL RD	GULFPORT	MS	39503
	57070	0808D-02-003.000	CAMPBELL JULIE	3711 KAYSON ST	SILVER SPRING	MD	20906
	57040	0808C-01-004.000	FRANKLIN POINT -LP-	P O DRAWER 30	LOUISVILLE	MS	39339
	52436	0808D-01-007.000	GIPSON CHARLES BARRY & TERRIE ANN	15292 O'NEAL RD	GULFPORT	MS	39503
	52437	0808D-01-008.000	HALL KAYLA NICOLE	15302 O'NEAL RD	GULFPORT	MS	39503
	52109	0808D-02-102.000	HODE HELEN R	12532 CRESTWOOD DR	GULFPORT	MS	39503
	52111	0808D-02-104.000	JORDAN JULIUS ETAL	12550 CRESTWOOD DR	GULFPORT	MS	39503
n	57072	0808D-02-001.000	LAIRD JAMES W	9030 VALLEY VIEW DR	MOBILE	AL	36695
n	57071	0808D-02-002.000	LAIRD JAMES W	9030 VALLEY VIEW DR	MOBILE	AL	36695
	52432	0808D-01-003.000	LEBERT REX C SR JO ANN L	12502 DEPEW RD	GULFPORT	MS	39503
	110543	0808C-01-004.003	RAC GULFPORT LLC &	3190 NE EXPRESS WAY STE 400	ATLANTA	GA	30341
	52433	0808D-01-002.000	REED DONALD P & CYNTHIA L	12512 DEPEW RD	GULFPORT	MS	39503
	52110	0808D-02-103.000	SAUCEDA THOMAS E	1773 POPPS FERRY RD APT K22	BILOXI	MS	39532
	52435	0808D-01-004.000	TAYLOR RON L & SHERRY A	12505 DEPEW RD	GULFPORT	MS	39503
	52113	0808D-02-106.000	TOLAR TERRY & EILERMANN JANET	2620 RUE PALAFOX	BILOXI	MS	39531
	52112	0808D-02-105.000	WEBB GLENDA M	12558 CRESTWOOD DR	GULFPORT	MS	39503

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCELS
#0808D-02-001.000 AND #0808D-02-002.000
SECTION 4, TOWNSHIP 7 SOUTH, RANGE 11 WEST

SCALE: 1"=60'

IRF 1/2" IRON ROD FOUND
IRS 1/2" IRON ROD SET
CMF CONCRETE MONUMENT
P=PLAT OF RECORD
M=MEASURED
D=DEED



This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

Bearings based on GPS Observation of the south margin of O'Neal Road Avenue, NAD 83, MS East Zone, convergence angle −0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C−0255−H, Revised: 12/21/17. By graphic plotting.

This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
August 1, 2021

OVERALL LEGAL DESCRIPTIONS OF LAND PRIOR TO RESUBDIVISION

TAX PARCELS #0808D−02−001.000 and #0808D−02−002.000
(DR 2011−5142−D−J1)

PARCEL I
That certain parcel of land situated in the First Judicial District of Harrison County, Mississippi, in the North 1/2 of the NW 1/4 of Section 4, Township 7 South, Range 11 West, and being more particularly described as follows:

Commencing at the point where the South margin of O'Neal Road intersects with the East margin of U.S. Highway 49 and run thence East along the South margin of O'Neal Road a distance of 2170.1 feet to an iron pipe which is the Place of Beginning, from said Point of Beginning run thence East along the South margin of O'Neal Road a distance of 94 feet, run thence South a distance of 300 feet, thence West a distance of 94 feet, thence North a distance of 300 feet to the Place of Beginning.

PARCEL II
That certain parcel of land situated in the First Judicial District of Harrison County, Mississippi, in the North 1/2 of the NW 1/4 of Section 4, Township 7 South, Range 11 West, and being more particularly described as follows:

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LESS AND EXCEPT

Beginning at the Northwest corner of that property conveyed to James Laird by deed recorded in Deed Book 1085, Page 458, Harrison County, Mississippi, said point being the present South margin of O'Neal Road at Station 32+35.7 of State Aid Project No. , and from said Point of Beginning run thence S 00°42'00" W along the West line of said Laird property 5.71 feet to a point which is 30 feet South of the centerline of the new right−of−way of O'Neal road, thence N 89°44'29" E and parallel to said centerline 64.07 feet, run thence S 45°27'26" E 41.56 feet to the West margin of Depew Road, run thence N 00°37'33" E along said West margin 34.49 feet, run thence N 89°56'50" W along the present South margin of O'Neal Road 94.0 feet to the Point of Beginning.

10821

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365−3632 Teelokgd@aol.com

NORTHWOOD HILLS
PHASE 3

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCELS
#0808D-02-001.000 AND #0808D-02-002.000
SECTION 4, TOWNSHIP 7 SOUTH, RANGE 11 WEST

SCALE: 1"=60'

IRF 1/2" IRON ROD FOUND
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CMF CONCRETE MONUMENT
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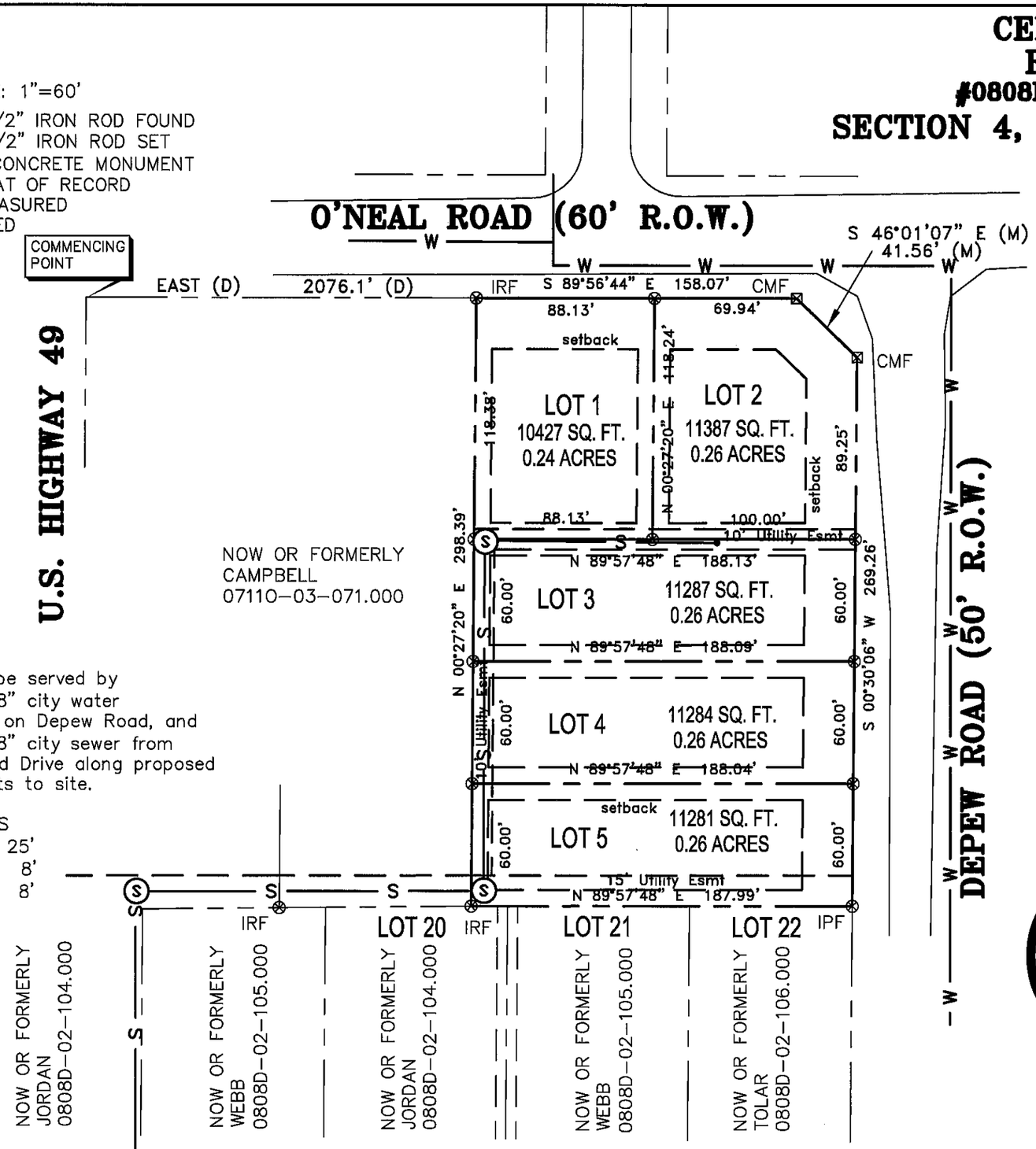

Lots to be served by existing 8" city water available on Depew Road, and existing 8" city sewer from Crestwood Drive along proposed easements to site.

SETBACKS
FRONT 25'
SIDE 8'
REAR 8'

LEGAL DESCRIPTIONS CREATED BY RESUBDIVISION

SEE SHEET 3 OF 4

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

Bearings based on GPS Observation of the south margin of O'Neal Road Avenue, NAD 83, MS East Zone, convergence angle −0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C−0255−H, Revised: 12/21/17. By graphic plotting.

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Gary A. Durbin, P.L.S. 2401
Class "B" Survey
August 1, 2021

GARY A. DURBIN
Licensed Professional Surveyor
PS-2401
STATE OF MISSISSIPPI

⊗ ALL CORNERS IRON RODS UNLESS OTHERWISE NOTED

10821

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632 Teelokgd@aol.com

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCELS
#0808D-02-001.000 AND #0808D-02-002.000
SECTION 4, TOWNSHIP 7 SOUTH, RANGE 11 WEST

LEGAL DESCRIPTIONS CREATED BY RESUBDIVISION

LOT 1 (PER SURVEY)

A parcel of land situated in the North 1/2 of the NW 1/4 of Section 4, Township 7 South, Range 11 West, First Judicial District of Gulfport, Mississippi, better described as follows, to-wit:

Commencing at an iron pipe situated on the West margin of Depew Road at the Northeast corner of Lot 22, Block 1, Northwood Hills Subdivision, Phase 3, per Plat Book 28, Page 37, thence S 89°57'48" W along the north line of said Northwood Hills Subdivision 187.99 feet to a point, thence N 00°27'20" E 180.00 feet to the Point of Beginning, thence N 00°27'20" E 118.38 feet to the South margin of O'Neal Road, thence S 89°56'44" E 88.13 feet, thence S 00°27'20" W 118.24 feet, thence S 89°57'48" W 88.13 feet to the Point of Beginning. Said parcel contains 10427 square feet or 0.24 acres.

LOT 2 (PER SURVEY)

A parcel of land situated in the North 1/2 of the NW 1/4 of Section 4, Township 7 South, Range 11 West, First Judicial District of Gulfport, Mississippi, better described as follows, to-wit:

Commencing at an iron pipe situated on the West margin of Depew Road at the Northeast corner of Lot 22, Block 1, Northwood Hills Subdivision, Phase 3, per Plat Book 28, Page 37, thence S 89°57'48" W along the north line of said Northwood Hills Subdivision 187.99 feet to a point, thence N 00°27'20" E 298.38 feet to the South margin of O'Neal Road, thence S 89°56'44" E 88.13 feet to the Point of Beginning, thence S 89°56'44" E 69.94 feet, thence S 46°01'07" E 41.56 feet to the West margin of Depew Road, thence S 00°30'06" W 89.25 feet, thence S 89°57'48" W 100.00 feet, thence N 00°27'20" E 118.24 feet to the Point of Beginning. Said parcel contains 11387 square feet or 0.26 acres.

LOT 3 (PER SURVEY)

A parcel of land situated in the North 1/2 of the NW 1/4 of Section 4, Township 7 South, Range 11 West, First Judicial District of Gulfport, Mississippi, better described as follows, to-wit:

Commencing at an iron pipe situated on the West margin of Depew Road at the Northeast corner of Lot 22, Block 1, Northwood Hills Subdivision, Phase 3, per Plat Book 28, Page 37, thence S 89°57'48" W along the north line of said Northwood Hills Subdivision 188.00 feet to a point, thence N 00°27'20" E 12.00 feet to the Point of Beginning, thence N 00°27'20" E 60.00 feet, thence N 89°57'48" E 188.13 feet to Depew Road, thence S 00°30'06" W 60.00 feet, thence S 89°57'48" W 188.09 feet to the Point of Beginning. Said parcel contains 11287 square feet or 0.26 acres.

LOT 4 (PER SURVEY)

A parcel of land situated in the North 1/2 of the NW 1/4 of Section 4, Township 7 South, Range 11 West, First Judicial District of Gulfport, Mississippi, better described as follows, to-wit:

Commencing at an iron pipe situated on the West margin of Depew Road at the Northeast corner of Lot 22, Block 1, Northwood Hills Subdivision, Phase 3, per Plat Book 28, Page 37, thence S 89°57'48" W along the north line of said Northwood Hills Subdivision 188.00 feet to a point, thence N 00°27'20" E 60.00 feet to the Point of Beginning, thence N 00°27'20" E 60.00 feet, thence N 89°57'48" E 188.09 feet to Depew Road, thence S 00°30'06" W 60.00 feet, thence S 89°57'48" W 188.04 feet to the Point of Beginning. Said parcel contains 11284 square feet or 0.26 acres.

LOT 5 (PER SURVEY)

A parcel of land situated in the North 1/2 of the NW 1/4 of Section 4, Township 7 South, Range 11 West, First Judicial District of Gulfport, Mississippi, better described as follows, to-wit:

Beginning at an iron pipe situated on the West margin of Depew Road at the Northeast corner of Lot 22, Block 1, Northwood Hills Subdivision, Phase 3, per Plat Book 28, Page 37, thence S 89°57'48" W along the north line of said Northwood Hills Subdivision 188.00 feet to a point, thence N 00°27'20" E 60.00 feet, thence N 89°57'48" E 188.04 feet to Depew Road, thence S 00°30'06" W 60.00 feet to the Point of Beginning. Said parcel contains 11281 square feet or 0.26 acres.

10821

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632 Teelokgd@aol.com

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCELS
#0808D-02-001.000 AND #0808D-02-002.000
SECTION 4, TOWNSHIP 7 SOUTH, RANGE 11 WEST

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 Resubdivison of Parcels #0808D-02-001.000 and 0808D-02-002.000 of land in Section 4, Township 7 South, Range 11 West in the City of Gulfport into Lots 1,2,3,4,5, and 6, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at Southwest corner O'Neal Road and Depew Road. The ad valorem tax parcel number of the subject property is 0808D-02-001.000 and 0808D-02-002.000. The case file number is 2109PC145.

LEGAL DESCRIPTIONS OF PARCEL PRIOR TO RESUBDIVISION

SEE SHEET 1 OF 4

LEGAL DESCRIPTIONS OF PARCEL CREATED BY THIS RESUBDIVISION

SEE SHEET 3 OF 4

The applicant hereby covenants and agrees 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:

BLESSED INVESTMENTS TEAM, LLC
NELSON WAYNE CARR – MEMBER

This 7TH day of SEPTEMBER, 2021.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforenamed JAMES W. LAIRD, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth. This 7TH day of September, 2021.

Notary Public My Commission Expires: 7/26/2025

STATE OF MISSISSIPPI
SHAWN INGRAM
NOTARY PUBLIC
Harrison County
Commission Expires
July 26, 2025
COMMISSION NUMBER 202060

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____day of _____, 2021.

Keith Williams, Chairman
Gulfport City Planning Commission

Gregory Holmes
Planning Division Administrator

APPROVAL

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, Clerk of Council

ADOPT: _____
F.B. "Rusty" Walker, IV, President

Clerk of Council

President

This resubdivison plat and certificate of Resubdivison, having been submitted and approved by the Mayor, this _____day of _____, 2021

Billy Hewes, Mayor

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

RE: Resubdivision 2109PC145, by agent Henrich & Associates, LLC, tax parcels 0808D-02-001.000 and 0808D-02-002.000, Divide into 6 new parcels, O'Neal Rd, 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, September 23, 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, September 23, 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.

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

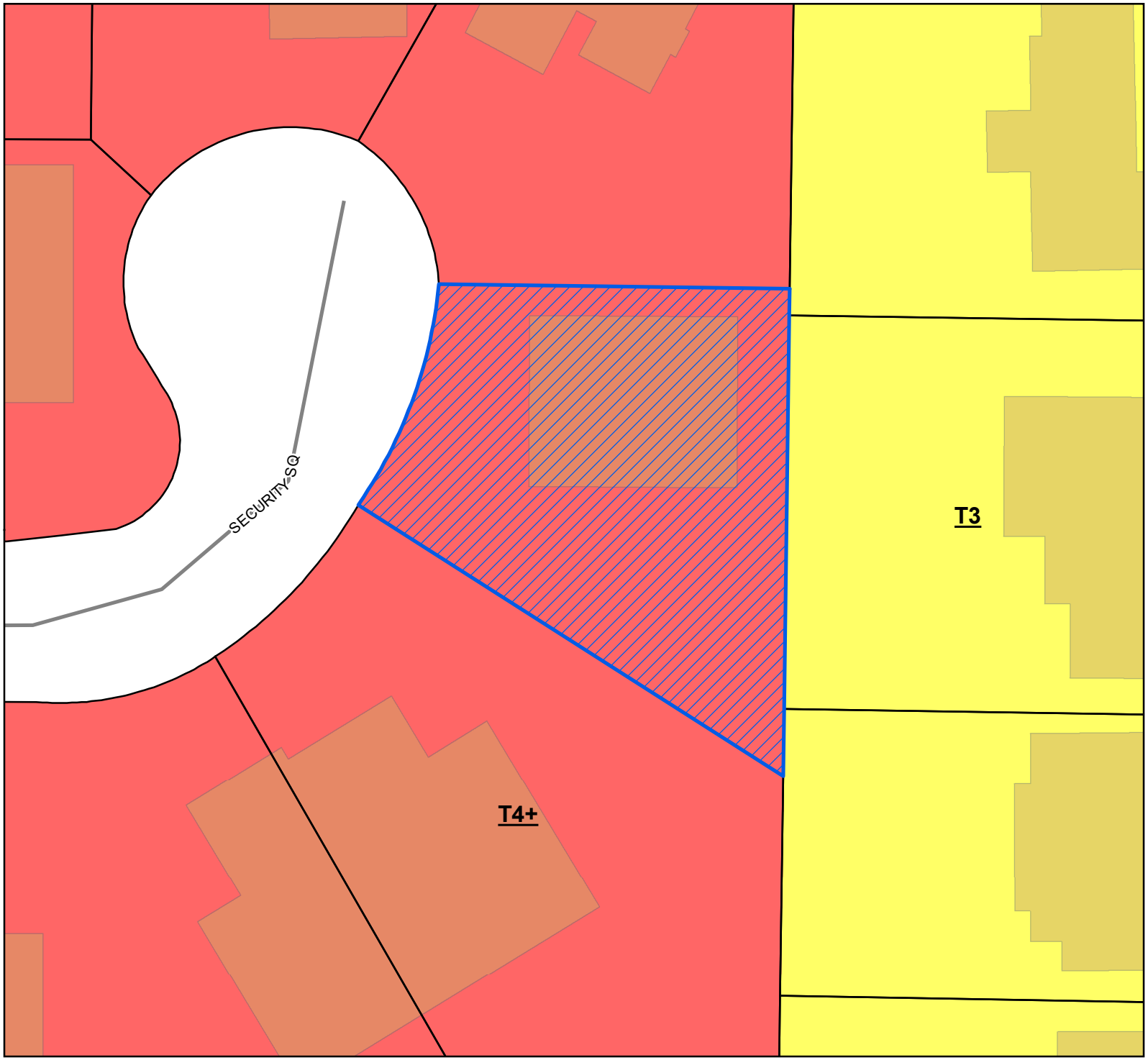
Date of Hearing: September 23, 2021

Re: **Planning Commission Approval 2109PC146:**

Planning Commission Approval 2109PC146, by agent Doris Hill, tax parcel 0901P-05-053.000, Request private lodge use, 400 Security Sq, Zoned T4+ (General Urban Zone "Plus"), Ward 2

2109PC146

Planning Commission Approval



Site
Street
Parcels
Buildings

Smart Code

T4+
T3

Site Information

0910P-05-053.000
Zoning: T4+ (General Urban Zone)
Size: 11,835 sq ft.
Flood: X

0 6 12 18
Yards

1 inch = 40 feet

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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 PLANNING COMMISSION APPROVAL

For Staff Use Only

Case Number: 2109PC146

Date Received: 8/3/2021

Receipt Number:

Received By:

Zoning:

Ward: Flood:

Size:

Property Information

TAX PARCEL # 0910P-05-053.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 400 Security Square, Gulfport, MS 39501

Lot(s) 6, Block(s) N/A, Subdivision Security Square Subdivision

General Location: Security Square Office Complex

GENERAL DESCRIPTION OF REQUEST: Private club use

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
Women's Club of Gulfport	Doris Hill
Printed Name of Owner	Printed Name of Agent
P.O. Box 6347	106 Big Sky Drive
Mailing Address	Mailing Address
Gulfport MS 39506	Gulfport MS 39503
City State Zip code	City State Zip code
None None	None 228-860-6455
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
None	dorishill25@gmail.com
Email	Email
Women's Club of Gulfport	Doris Hill
Signature of Owner	**Signature of Agent**

Website - www.womansclubofgulfport.com

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.

Women's Club of Gulfport
Application For Planning Commission Approval
Submission Requirements

Item A. Planning Commission Application: Document Attached

Item B. Site Plan: Documents Attached

Item C. Proof of Ownership: Documents Attached

Item D. Notarized Proof of Authority to Act as Agent: Document Attached

Item E. Additional Persons to be Notified: None Requested

Item F. Site Plan Appropriateness:

Transportation and access: Property is located on a City of Gulfport Street.

Water supply: City of Gulfport Water.

Waste disposal: City of Gulfport.

Fire and Police protection: City of Gulfport Police and Fire Departments.

Other public facilities.

Traffic congestion/hazard: Club meetings are generally held after 5 p.m. on weekdays and on weekends when most neighboring businesses are closed.

Harmony with the orderly and appropriate development of the district: The Women's Club of Gulfport organization dedicated to community improvement.

Item G. Cash or Check Made Payable to the City of Gulfport: Check Attached

Women's Club of Gulfport
Certification Executive Committee Resolution

I, Cheryl Boatner, do hereby certify:

1. That I am the duly elected and acting Secretary of the Women's Club of Gulfport, and
2. That the foregoing constitutes a resolution of the Executive Committee of the Women's Club of Gulfport, as duly adopted at a meeting of the Executive Committee, held on the 1st day of August. 2021.

IN WITNESS WHEREOF, I have hereunto subscribed by name, this 3rd day of August, 2021.

Cheryl Boatner

Cheryl Boatner, Secretary
Women's Club of Gulfport

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 3rd day of August, within my jurisdiction, the within named Cheryl Boatner, who acknowledged that she executed the above and foregoing instrument.

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 121098
MICHELLE WHITE
Commission Expires
08/03/2025
HARRISON COUNTY

(Affix official seal)

Michelle White

NOTARY PUBLIC

Women's Club of Gulfport
Executive Committee Resolution

Whereas, the Women's Club of Gulfport shall continue to operate and provide services to its community;

Whereas, the authority to represent the Women's Club of Gulfport shall be needed to speak in meetings of the City of Gulfport Urban Development Zoning Board and Planning Commission seeking Planning Commission approval for clubhouse building renovations;

Now, therefore, be it resolved that the Executive Committee of the Women's Club of Gulfport hereby authorizes Doris Hill, Club President, to act as agent on behalf the Women's Club of Gulfport in City of Gulfport Urban Development Zoning Board and Planning Commission meetings and to sign for and perform any and all responsibilities in relation to Planning Commission approval.

Approved: August 1, 2021

Location: 1901 15th Street, Gulfport, MS

Doris Hill, President

Sandra Pelas, President elect

Anna Sukmann, First Vice President

Laura Lambert, Second Vice President

Cheryl Boatner, Secretary

Marie Porter, Treasurer

Vanessa Wasson, Parliamentarian

Women's Club of Gulfport
Special Executive Committee Meeting
August 1, 2021

Executive Committee Members attending: Doris Hill, President; Sandra Pelas, President elect; Anna Sukmann, First Vice President; Laura Lambert, Second Vice President; Cheryl Boatner, Secretary; Marie Porter, Treasurer; and Vanessa Wasson, Parliamentarian.

A "Special' meeting of the Executive Committee was called to order by Doris Hill, President at 3:30 p.m. on Sunday, August 1, 2021. The meeting was held at St. Peter's by the Sea Episcopal Church Parish Hall, 1909 15th Street, Gulfport, MS 39501.

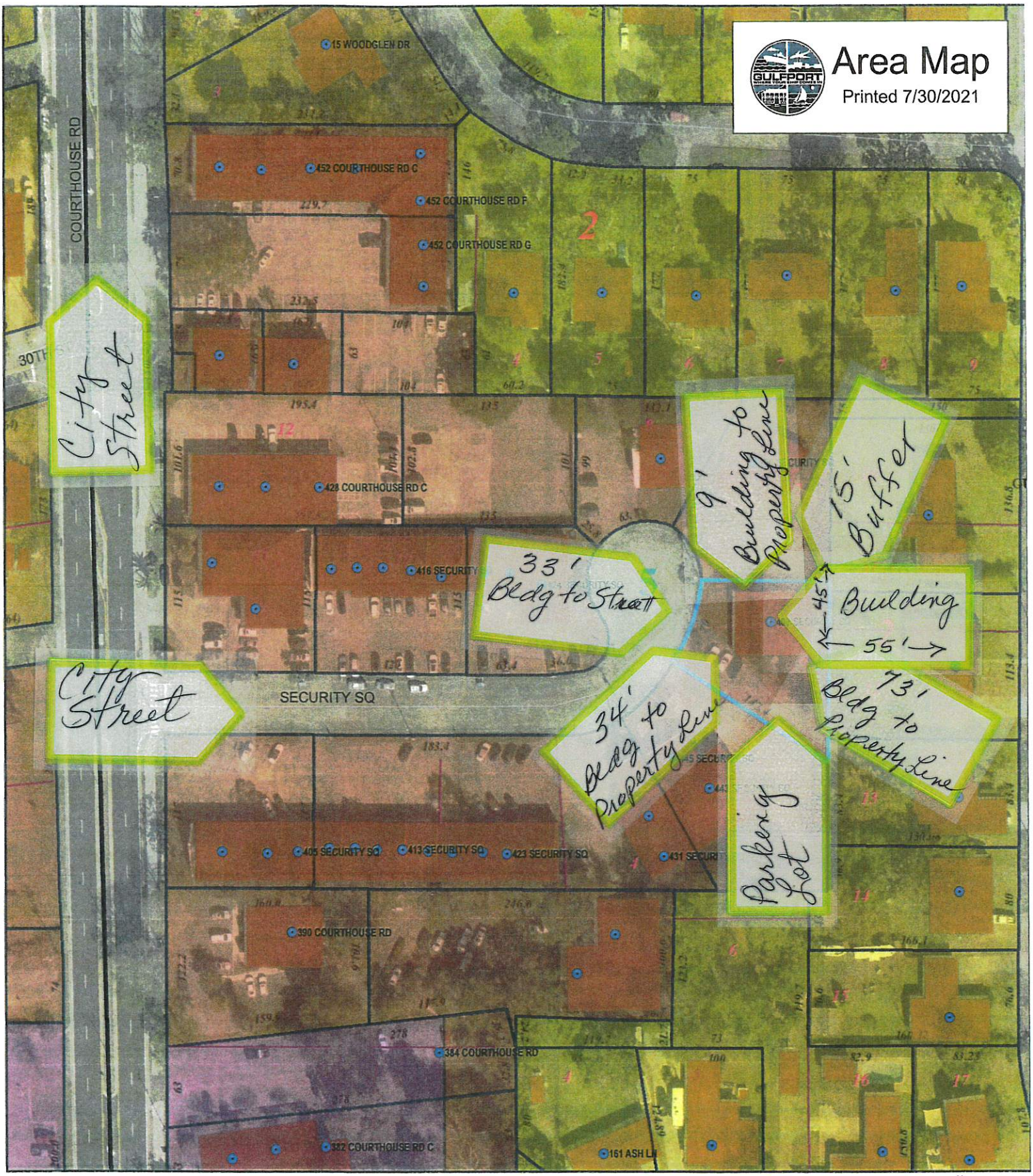
The special meeting was called to appoint Doris Hill, Club President, to act as "Agent" for the Women's Club of Gulfport representing the Club at City of Gulfport Urban Development Zoning Board and Planning Commission meetings. The Club is seeking approval by the Planning Commission to renovate the interior of our property located at 400 Security Square, Gulfport, MS 39507.

Sandra Pelas made the motion to appoint Doris Hill as Agent representing the Women's Club of Gulfport at City of Gulfport Zoning and Planning meetings. The motion was seconded by Anna Sukmann. The vote was unanimous in the affirmative.

There being no further business before the Executive Committee, the meeting was adjourned at 3:45 p.m.

Cheryl Boatner
Secretary

Cheryl Boatner



Addresspoints

Parcels

N
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1 inch = 100 feet

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Copy

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

Grantor:
ACL Properties No 2, LLC, a Mississippi limited liability company
2910 W Hawthorne Rd.
Tampa FL, 33611
(813) 390-7653

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

Grantee:
Women's Club of Gulfport, a Mississippi Non Profit Corporation
PO Box 6347
Gulfport, MS 39506
(225) 266-4301

File No. Z209171S

INDEXING INSTRUCTIONS: Lot 6, Security Square S/D, 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, **ACL Properties No 2, LLC, a Mississippi limited liability company,** does hereby sell, convey and warrant unto **Women's Club of Gulfport, a Mississippi Non Profit Corporation**, all of that certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lot 6, Security Square Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 32, at Page 9 thereof, reference to which is hereby made in aid of and as a part of this description.

This being the same property as that conveyed to ACL Properties No 2, LLC, a MS limited liability company, by instrument recorded in Instrument No. 2011-2036-D-J1, Land Deed Records 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 Grantee. 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 in the 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 15 day of December, 2020.

ACL Properties No 2, LLC, a MS limited liability company

Dianne C. Lykes

By: Dianne C. Lykes, Managing Member

Anne C. Lykes

By: Anne Chandler Lykes, Managing Member

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Hillsborough

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of Dec 2020, within my jurisdiction, the within named **Dianne C. Lykes and Anne Chandler Lykes**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that they executed the same in their representative capacities, and that by their signatures on the instrument, and as the act and deed of the person or entity upon behalf of which they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 15 day of Dec, 2020.

CARLOS VALDES NOTARY PUBLIC STATE OF FLORIDA

Commission Expires 11/19/2024

HH# 65708

(AFFIX SEAL)

My Commission expires: 11/19/2024

NOTARY PUBLIC

DEED ACCEPTED BY:

Sandra Pelas

Women's Club of Gulfport, a MS Non Profit Corporation, By: Sandra Pelas, Officer, Grantee

Doris Hill

Women's Club of Gulfport, a MS Non Profit Corporation, By: Doris Hill, Officer, Grantee

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
WOMEN'S CLUB OF GULFPORT	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	407062
Status:	Good Standing
Effective Date:	09/04/1917
State of Incorporation:	Mississippi
Principal Office Address:	

Registered Agent

Name

Jarrell, Jana
1 Pine Hill Circle
Gulfport, MS 39507

Officers & Directors

Name	Title
B C LAWLER	Incorporator
J C HARDY	Incorporator
N D GOODWIN	Incorporator
Donna Hutchings 901 39Th Avenue Gulfport, MS 39501	Director, Other
Ann Pierce 924 Bridge Street Gulfport, MS 39507	Director, Other
Jana Jarrell 1 Pine Hill Circle Gulfport, MS 39507	Director, Other

Requirements for Private Clubs

1. The name and objects of the club:

   Constitution – Article I

   The name of this organization shall be the **Women's Club of Gulfport**.

   Constitution – Article II

   The purpose of the organization shall be to promote social, educational, domestic, and philanthropic interests. Promote and contribute to civic improvement. Promote and follow the ideals and goals of the General Federation of Women's Clubs-Mississippi Federation of Women's Clubs (GFWC-MFWC).

2. The address of the club:

   Physical address: 400 Security Square, Gulfport, MS 39507

   Mailing address: P. O. Box 6347, Gulfport, MS 39506

3. The name of the secretary:

   Cheryl Boatner

4. The number of members:

   37 Members

5. Monthly calendar of events:

   Constitution - Article V

   The club shall hold one General Meeting the first (1st) Monday of each month from February 1st through the last day of January and/or when holidays interfere.

   Constitution – Article IV – Section G

   The Executive Committee will meet the 4th Monday of each month. Additional Executive Committee Meetings may be called by the President or a majority of the Executive Committee.

6. The rules of the club relating to:
   1. The election of members and the admission of temporary and honorary members:

      Constitution – Article III

      Membership is open to women who are at least 18 years of age. Members should support the ideals of the Club and should exhibit good moral character and intelligence.

      We have no specific rules relating to temporary and honorary members or guests.
   2. The terms of subscription and entrance fee, if any:

      Bylaws – Article I – Section A

Requirements for Private Clubs (continued)

Active members are those who have been duly received with dues paid and are subject to all rules and regulations of the Club as indicated by the Bylaws.
An active member shall participate in Club activities and take part in assignments. If they are unable to fulfill an obligation, they shall notify the President or the Chairman of the committee which they are assigned.
Bylaws – Article I – Section B
The club dues shall be forty-five dollars ($45) annually. Dues must be paid by the October General Meeting. Dues will be adjusted based on Mississippi Federation of Women's Clubs & General Federation of Women's Clubs.
Bylaws – Article I – Section C
A former member may be reinstated if she officially resigned after dues are brought current.

3. The cessation of membership:
   Any member may resign membership at any time. Any member failing to remit dues by January 31st (due at the October General Meeting) will be dropped from membership.
4. The hours of opening and closing:
   We have no set hours of operation. General and Executive Committee Meetings generally begin at 5:30 p.m., lasting approximately 1-2 hours. Additional meetings may be called as needed. Activities usually take place in the evenings.
5. The mode of altering the rules:
   Bylaws Article IV
   ROBERT'S RULES OF ORDER, REVISED shall be the adopted authority unless superseded by The Article of the Constitution.
6. The serving of alcohol at events:
   We do not have any specific rules relating to alcohol. However, we do not sell any type of alcohol at any event. Our August General Meeting is set aside as our "Annual Wine & Cheese Membership Drive". Invited guests, if they wish, may have 1 or 2 4 oz. servings of wine along with cheese, fruit, and various other light refreshments. Members are not prohibited from bringing alcohol to a club function; however, those occasions are extremely rare.

Requirements for Private Clubs (continued)

I, Cheryl Boatner, do certify:

1. That I am the duly elected and acting Secretary of the Women's Club of Gulfport, and
2. That the foregoing constitutes Requirements for Private Clubs as prepared by the Women's Club of Gulfport Executive Committee on the 1st day of August, 2021.

IN WHITNESS WHEREOF, I have hereunto subscribed by name, this 3rd day of August, 2021.

Cheryl Boatner, Secretary
Women's Club of Gulfport

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 3rd day of August, within my jurisdiction, the within named Cheryl Boatner, who acknowledges that she executed the above and foregoing instrument.

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID #121098
MICHELLE WHITE
Commission Expires
08/03/2025
HARRISON COUNTY

(Affix official seal)

NOTARY PUBLIC

RE: Planning Commission Approval 2109PC146, by agent Doris Hill, tax parcel 0901P-05-053.000, Request private lodge use, 400 Security Sq, Zoned T4+ (General Urban Zone "Plus"), Ward 2

To Applicants and Adjacent Property Owners:

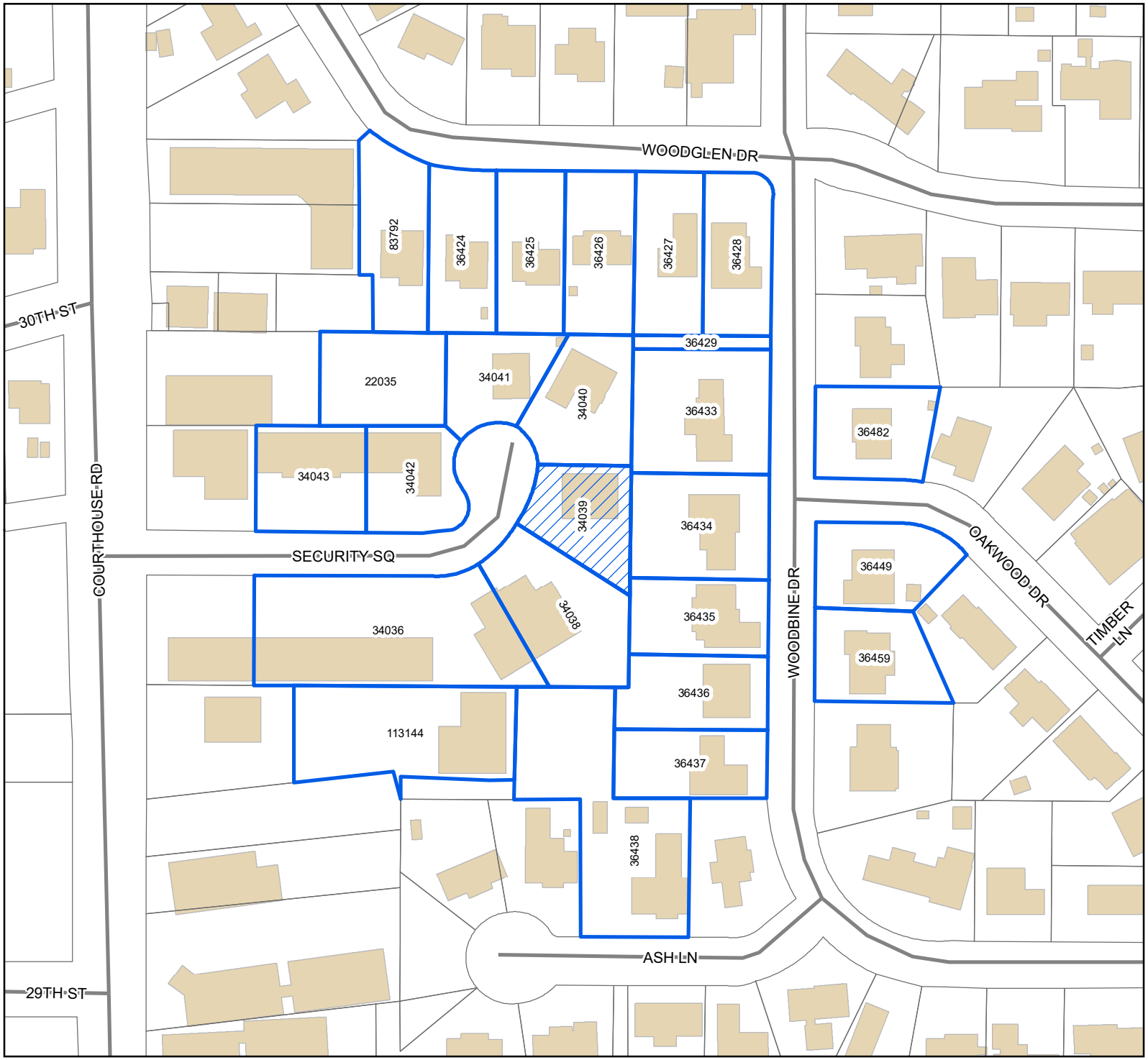
The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, September 23, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas.shtml then click the City of Gulfport Planning Commission for **Thursday, September 23, 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			Women's Club of Gulfport(Owner)	P.O. BOX 6347	Gulfport	MS	39506
Y			Doris Hill	106 Big Sky Drive	Gulfport	MS	39503
			Adjacent Property Owners				
	36436	0910P-05-023.000	BARNETT ROBERT M & MARY ANN BLOUNT	141 WOODBINE DR	GULFPORT	MS	39507
	36437	0910P-05-024.000	BLOUNT MARY ANN	141 WOODBINE DR	GULFPORT	MS	39507
	34041	0910P-05-054.003	BREAZEALE M SCOTT	430 SECURITY SQ	GULFPORT	MS	39507
	34038	0910P-05-052.000	CAMPBELL PAMELA T SALA -TRUSTEE-	7160 BRANFORD PLACE	GERMANTOWN	TN	38138
n	34042	0910P-05-054.002	CAMPBELL PAMELA T SALA -TRUSTEE-	7160 BRANFORD PLACE	GERMANTOWN	TN	38138
n	34043	0910P-05-054.001	CAMPBELL PAMELA T SALA -TRUSTEE-	7160 BRANFORD PLACE	GERMANTOWN	TN	38138
n	34036	0910P-05-051.000	CAMPBELL PAMELA T SALA -TRUSTEE-	7160 BRANFORD PLACE	GERMANTOWN	TN	38138
	36459	0910P-03-040.000	CARNEY CHARLES E	208 WOODBINE DR	GULFPORT	MS	39507
	36433	0910P-05-020.000	CHU LAI MING LAM	111 WOODBINE DR	GULFPORT	MS	39507
	34040	0910P-05-054.000	DAVIS ANDREA L DDS	28 PASS RD STE 300	GULFPORT	MS	39507
	36426	0910P-05-017.000	FORREST P J	807 WASHINGTON STREET	NATCHEZ	MS	39120
n	36429	0910P-05-019.001	GULFPORT CITY OF				0
	36434	0910P-05-021.000	HOMES ROBERT & CASSIE	1811 22ND AVE	GULFPORT	MS	39501
	36438	0910P-05-026.000	KOZAR JOEROME S & CHERI L	153 ASH LN	GULFPORT	MS	39507
	36449	0910P-03-039.000	LITTLE PATRICIA	3 OAKWOOD DR	GULFPORT	MS	39507
	36482	0910P-03-023.000	MAHAR PETER MICHAEL & SHEILA ROGERS	110 WOODBINE DR	GULFPORT	MS	39507
	36424	0910P-05-015.000	MARTIN PETER JR & ELIZABETH S ETAL	21 WOODGLEN DR	GULFPORT	MS	39507
	36427	0910P-05-018.000	MCFARLAND JOHN C & MARGIE A	31 WOODGLEN DR	GULFPORT	MS	39501
	36435	0910P-05-022.000	PATTERSON GLORIA L	128 WOODBINE DR	GULFPORT	MS	39507
	83792	0910P-05-014.000	RICHARDSON JONATHAN J	19 WOODGLEN DR	GULFPORT	MS	39507
	22035	0910P-05-055.000	ROMAGUERA GERARD A	186 EAST OAKRIDGE PARK	METAIRIE	LA	70005
	36428	0910P-05-019.000	ROSE TEDDY P	33 WOODBINE DRIVE	GULFPORT	MS	39507
	36425	0910P-05-016.000	STEWART JESSE W	25 WOODGLEN DR	GULFPORT	MS	39507
	113144	0910P-05-049.002	SUN COAST INVESTMENTS	12596 S LAKE FOREST DR	GULFPORT	MS	39503

2109PC146

Planning Commission Approval



Legend

- Site
- Adjacent Properties
- Street
- Buildings

0 25 50 75

Yards

1 inch = 150 feet

N W E S

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

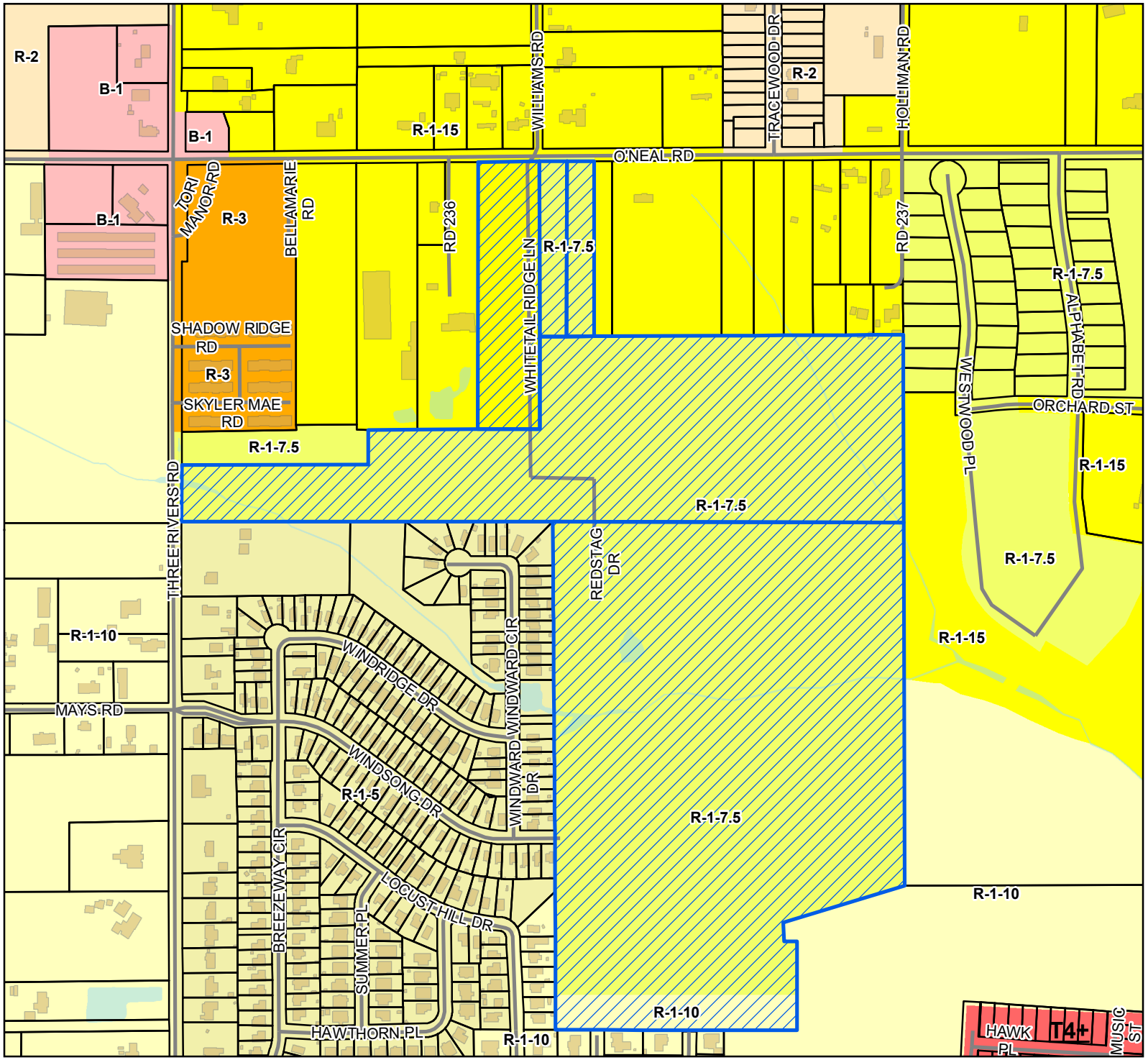
Date of Hearing: September 23, 2021

Re: **General Plan 2109PC147:**

General Plan 2109PC147, by agent Brown, Mitchell & Alexander, Inc., tax parcel 0908D-01-009.000, 0908D-01-010.000, 0908D-01-011.000, 0908D-01-015.000, 0908E-01-001.000 Approval of General Plan for a 28-lot subdivision (Forest Ridge Subdivision), O'Neal Road, Zoned R-1-15 (Sigle-family) and R-1-7.5 (Single-family), Ward 6

2109PC147

General Subdivision



Site
Street
Parcels
Buildings
Water Features

Smart Code

T4+

Zoning

B-1 - Neighborhood Business District
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

0908D-01-011.000
0908D-01-010.000
1908D-01.009.000
0908D-01-015.000
0908E-01-001.000
Zoning: R-1-15 R-1-7.5 (Single Family Zone)
Size: 84 acres

0 80 160 240
Yards

1 inch = 500 feet

N W E S

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 GENERAL SUBDIVISION PLAN

For Staff Use Only

Case File #: 2109 PC147

Date Received: 8/3/21

Receipt #:

Received By: CC

Zoning:

Ward: Flood:

Size:

Property Information

TAX PARCEL #

0	9	0	8	D	–	0	1	–	0	1	1	●	0	0	0
0	9	0	8	D	–	0	1	–	0	1	0	●	0	0	0
0	9	0	8	D	–	0	1	–	0	0	9	●	0	0	0

(If necessary, use separate sheet of paper)
0908D-01-015.000
0908E-01-001.000

Address of Property Involved:

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: South of O'Neal Road; West of Florence Gardens; North of Windsong; East of Three Rivers Road

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 28 lots for the purpose of sale from home development, resulting in 4 remant parcel pieces.

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
Florence Gardens, LLC	Brown, Mitchell & Alexander, Inc.
Printed Name Of Owner	Printed Name Of Agent
12321 Preservation Drive	131 Rue Magnolia
Mailing Address	Mailing Address
Gulfport MS 39503	Biloxi MS 39530
City State Zip code	City State Zip code
(228) 539-5039 Office	(228) 436-7612 Office
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
	nick@bmaengineers.com
Email	Email
Signature Of Owner	**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.

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
228-436-7612

www.bmaengineers.com

August 3, 2021

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

RE: Forest Ridge Subdivision (formerly White Track) – Corrective Work
Tax parcel Nos: 0908D-01-011.000; 0908D-01-010.000; 0908D-01-009.000; 0908D-01-015.000; and 0908E-01-001.000 – Gulfport, MS

Dear Mr. Holmes:

As a follow up to our recent discussions with City staff and as part of the General Plan submittal for a subdivision of 28 lots within the above referenced tax parcels, we are providing the initial corrective action list that we anticipate will comprise the necessary scope of work to bring this project into compliance with the City of Gulfport's requirements to approve a residential subdivision. The goal is to complete the project with the same general lot configuration, street configuration and utility system as approved under the original General Plan for the project site. Though your office is aware of the background of the earlier attempt to complete this project, the following is brief history of this development for the record.

The project area, which formerly had General Plan approval from the City of Gulfport under the name "White Track" was partially constructed in 2015. The City of Gulfport performed a Final Inspection on September 16, 2015 and produced a list of corrective work (ATTACHMENT A). Though some of that corrective work was completed, the project stalled and was never finished. The property has sat vacant for years. In June 2021, Florence Gardens, LLC purchased the property with the goal of completing the development. Prior to purchase, Brown Mitchell & Alexander, agent for Florence Gardens, LLC coordinated a re-inspection of the property with the City of Gulfport to re-evaluate the condition of the property. BMA produced an updated list of corrective work (ATTACHMENT B) that is intended to serve as the initial scope of work for the developer to complete.

It is our intention to complete the corrective work, bring the project into compliance with City of Gulfport requirements, then request a new final inspection. Once the City is satisfied with the work, a request for Final Plat request will be made.

Should there be any questions regarding this project or should the City require additional information, please do not hesitate to contact our office.

Sincerely,

Nicholas Gant, P.E.
Project Engineer

Department of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507
(228) 868-5740 phone
(228) 868-5822 fax

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	White Track Subdivision
TYPE OF INSPECTION:	Final Inspection
DATE:	September 16, 2015
PERSONS PRESENT:	Brent Ross, Department of Engineering Rick Mooney, Department of Engineering Jeremy Harrison, Department of Engineering John Thomas, Department of Public Works Joe Johnson, Department of Public Works Brian Jones, Department of Public Works Brian McKnight, Department of Public Works Cephus Finklea, Utility Partners

CHECKLIST ITEMS

STREETS & DRAINAGE:

1.	Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins?	☒.Yes	☐.No	☐.N/A
2.	Is street paving/concrete acceptable?	☐.Yes	☒.No	☐.N/A
3.	Is drainage pipe in ROW concrete?	☒.Yes	☐.No	☐.N/A
4.	Are catchbasin openings sized correctly?	☐.Yes	☒.No	☐.N/A
5.	Are curbs & gutter broken/settled?	☒.Yes	☐.No	☐.N/A
6.	Is rebar present in curb?	☒.Yes	☐.No	☐.N/A
7.	Are street lights present & spaced correctly?	☒.Yes	☐.No	☐.N/A
8.	Are lots graded to direct water to drainage systems?	☒.Yes	☐.No	☐.N/A
9.	Is/Are detention pond(s) holding water?	☒.Yes	☐.No	☐.N/A
10.	Is/Are the banks of detention pond(s) & ditches stabilized?	☐.Yes	☒.No	☐.N/A
11.	Are swales/ditches able to be maintained by residents?	☐.Yes	☐.No	☒.N/A
12.	Is erosion control provided at outfalls?	☐.Yes	☒.No	☐.N/A
13.	Are any extra easements required?	☐.Yes	☒.No	☐.N/A

WATER & SEWER:

1.	Are all water meters installed & with no broken/missing parts?	☐.Yes	☒.No	☐.N/A
2.	Are all water lines and appurtenances installed in accordance with city standards?	☒.Yes	☐.No	☐.N/A
3.	Are sewer cleanouts installed & with no broken/missing parts?	☒.Yes	☐.No	☐.N/A
4.	Are all manholes installed in accordance with city standards?	☐.Yes	☒.No	☐.N/A

TRAFFIC & SAFETY:

1. Are street name signs correct & in place? ☐.Yes ☒.No ☐.N/A
2. Are traffic control signs correct & in place? ☐.Yes ☒.No ☐.N/A

PUNCHLIST ITEMS

1. Remove silt from roads and gutters.
2. Area of asphalt pavement (southbound lane of Whitetail Ridge Lane) is damaged.
3. Road has settled near the end of Blacktail Bend and is currently holding silt and water.
4. Catch basin inlets are deeper than City standard of 5 inches.
5. There erosion around the catch basins.
6. Pipe seals are cracking in catch basins.
7. Numerous crack basins have cracks that must be repaired.
8. One catch basin has a large deposit of limestone which must be removed.
9. There is infiltration near storm drain pipes at several catch basins.
10. Curbing near O'Neal Road is cracked badly.
11. There is a sizable erosion rill in the sideslope of the detention pond.
12. All lots required the installation of a second water meter.
13. Water lines need to be flushed, chlorinated, and tested. Water was stagnant with a strong anaerobic odor during inspection.
14. Sewer main has deposits of rock and soil that need to be removed.
15. Sewer man holes 7, 8, and 9 are all flooded with storm water. Source of water must be identified and repaired.
16. Lift station pumps are not connected to power.
17. Lift station controller panel is not connected.
18. The ring in lift station well has a hole, and storm water is infiltrating into well.
19. Lift station fencing is in need of repair.
20. All traffic control signs are missing.
21. All street name signs are missing.
22. All street striping is missing.

SIGNED: Brent D. Ross **DATE:** 9/18/15

(ATTACHMENT B)

Forest Ridge Subdivision
2021 List of Corrective Work

A. GENERAL SITE / STREETS / LOTS
    a. Remove Rubbish / Debris from Right-of-way
    b. Repair Damaged Asphalt Pavement
    c. Repair Damaged Concrete Curb
    d. Grade Lots for Proper Drainage
    e. Clean Streets
    f. Install Street Signs

B. STORM DRAINAGE
    a. Clean and CCTV Storm drain pipes
    b. Repair Damaged Pipes / Inlets
    c. Grout Leaking Inlets
    d. Replace Missing Castings
    e. Re-grade Detention Basin
    f. Landscape / Provide permanent erosion control

C. WATER SYSTEM
    a. Pressure Test Water System
    b. Check fire hydrants are working properly
    c. Disinfect / Chlorinate Water System
    d. Properly install meter boxes for each lot

D. SEWER SYSTEM
    a. Drain water from system
    b. Clean and CCTV sewer mains
    c. Complete sewer tie-in (Method to be coordinated with City)
    d. Replace Missing Castings
    e. Grout leaking manholes
    f. Properly install sewer clean-outs

BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS

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Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

August 3, 2021

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

RE: Application for General Subdivision Plan
Forest Ridge Subdivision (Florence Gardens, LLC Ownership)
Gulfport, Mississippi

Dear Mr. Holmes:

Enclosed is a complete Application for General Subdivision Plan for Tax Parcel No(s). 0908D-01-011.000; 0908D-01-010.000; 0908D-01-009.000; 0908D-01-015.000; and 0908E-01-001.000. Please find attached the following:

- Application for General Subdivision Plan
- Proof of Ownership
- Authority to Act as Agent (Notarized)
- General Plan
- Protective Covenants
- Check in the amount of $335.00

BMA hereby requests, on behalf of our client, Florence Gardens, LLC to divide the parcel into 28 lots for the purpose of sale from home development, resulting in 4 remaining parcel pieces.

Should you have any questions or comments, please feel free to contact me at (228) 436-7612.

Sincerely,

Nicholas Gant, P.E.

Attachments

1st Judicial District
Instrument 2021-9190-D-J1
Filed/Recorded 06/28/2021 03:10 PM
Total Fees $28.00
7 Pages Recorded

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SPECIAL WARRANTY DEED

GRANTOR:	**FIRST BANK AND TRUST,** **a Louisiana state-chartered banking institution** **909 Poydras Street** **New Orleans, LA 70112** **Telephone: (985) 249-6777**
GRANTEE:	**FLORENCE GARDENS, LLC,** **a Mississippi limited liability company** **12321 Preservation Drive** **Gulfport, MS 39503** **Telephone: (228) 326-7292**
INDEXING INSTRUCTIONS:	**T7S, R11W, Section 2:** **NW ¼ NW ¼; NE ¼ NW ¼;** **SE ¼ NW ¼; NE ¼ SW ¼; and** **NW ¼ SW ¼**
INSTRUMENT PREPARED BY AND RETURN TO:	**MARK E. BOND** **MS STATE BAR #103992** **BALCH & BINGHAM LLP** **1310 25th Avenue** **Gulfport, MS 39501** **(228) 864-9900**

10388351.3

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, FIRST BANK AND TRUST, a Louisiana state-chartered banking institution ("**Grantor**"), does hereby sell, convey and warrant specially unto FLORENCE GARDENS, LLC, a Mississippi limited liability company ("**Grantee**"), fee simple title in and to the following described real property together with all of Grantor's rights to the timber, improvements and appurtenances thereon and any land lying in the bed of any highway, street, road, opened or proposed, in front of or abutting or adjoining such tract of land and to the fullest extent allowed by law all of its rights, licenses, permits, privileges, if any, as well as and any easements and appurtenances, if any, thereunto belonging, being situated in the First Judicial District of Harrison County, Mississippi, and described as follows, to-wit:

> Parcel 1: The South one-half (S1/2) of the Northeast (NE1/4) Quarter of the Northwest (NW1/4) Quarter of Section 2, Township 7 South, Range 11 West.
>
> ALSO: The South one-fourth (S1/4) of the Northwest (NW1/4) Quarter of the Northwest (NW1/4) Quarter.
>
> Less & except a lot measuring 125 feet by 700 feet in the Northwest corner of said tract; situated and being in Section 2, Township 7 South, Range 11 West, in Harrison County, Mississippi.
>
> Parcel 2: A parcel of land situated in Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, being more particularly described as follows, to-wit:
>
> Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 2, which is an intersection of the South line of Reservation Estates Subdivision, Part I, with the centerline of Three Rivers Road, thence Northerly along the centerline of Three Rivers Road approximately 1,860 feet to a point in said centerline; thence run East perpendicular to said centerline

approximately 30 feet to the East right-of-way line of Three Rivers Road and the Northwest corner of a part of Lingles Subdivision to a point; thence run North 0 degrees 13' 18" East 199.92 feet; thence run North 89 degrees 56' 40" East 192.42 feet; thence run N 0 degrees 14' 58" East 198.69 feet; thence run N 82 degrees 44' 30" East 9.51 feet; thence run N 0 degrees 22' 26" East 151.27 feet; thence South 89 degrees 42' 17" East 395.30 feet; thence run North 01 degrees 53' 17" East 266.73 feet; thence run North 89 degrees 34' 22" East 739.58 feet to the point of beginning. From said point of beginning, run thence North 89 degrees 34' 22" East 1,274.59 feet; thence run South 0 degrees 22' 05" East 1,343.41 feet; thence run South 74 degrees 52' 21" West 464.81 feet; thence run South 70.0 feet; thence run East 45.0 feet; thence run South 320.0 feet; thence run West 878.89 feet; thence run North 0 degrees 00' 06" West 1,845.19 feet to the point of beginning.

Parcel 3: The East 1/3 of the West 3/5 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 and the East 1/2 of the East 1/2 of the West 2/5 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 7 South, Range 11 West, Harrison County, Mississippi, said parcel being approximately 99 feet East and West and 660 feet North and South.

Parcel 4: A parcel of land situated and being located in the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows to wit:

Beginning at a point on the Easterly margin of Three Rivers Road that is 990.75 feet South of the North line of the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 2, Township 7 South, Range 11 West; thence run from said Point of Beginning North 89 degrees 37 minutes 02 seconds East 418.83 feet; thence run North 00 degrees 22 minutes 58 seconds West 25.42 feet; thence run South 89 degrees 41 minutes 07 seconds East 219.66 feet; thence run South 00 degrees 22 minutes 58 seconds East 22.75 feet; thence run North 89 degrees 37 minutes 02 seconds east 38.06 feet; thence run South 00 degrees 03 minutes 12 seconds East 125.00 feet; thence run South 89 degrees 37 minutes 02 seconds West 678.53 feet to the Easterly margin of Three Rivers Road; thence run North 00 degrees 03 minutes 12 seconds West 125.00 feet along the Easterly margin of Three Rivers Road to the Point of Beginning.

Being the same property as conveyed to Walter J. Campbell et al Quit Claim Deed dated 09/09/03, recorded in the office of the Chancery Clerk aforesaid in Deed Book 1642 at Page 295 thereof.

Parcel 5: The West 1/2 of the East 1/2 of the West 2/5 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi.

And Also the West 1/5 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi. Said parcel being approximately 66 feet East and West by 660 feet North and South.

Being the same parcel described by deed recorded as Instrument Number 2007-7203DJ1 and as Instrument Number 2007-12354DJ1.

AND ALSO:

The East 220 feet of the North 3/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi; having a width East and West of 220 feet and a depth North and South of 990 feet.

Being the same property described by deed recorded in Book 1584 at Page 271, Book 1450 at Page 145 and by Amended Scrivener's Affidavit of Correction recorded as Instrument No. 2005-14487D-J1.

It is the intention of Grantor to grant, convey, and warranty specially, and Grantor does hereby grant, convey, and warranty specially unto Grantee, all right, title and interest vested in Grantor by virtue of (i) that certain Substituted Trustee's Deed dated January 14, 2021, recorded January 20, 2021 as Instrument No. 2021 810D-J1; and (ii) that certain Substituted Trustee's Deed dated January 14, 2021, recorded January 20, 2021 as Instrument No. 2021 812D-J1.

This conveyance and special warranty provided is made subject to any and all restrictive covenants and conditions, easements, rights-of-way, prior conveyances or reservations of oil, gas and other minerals by predecessors in title to Grantor, matters that would be revealed by and true and accurate survey, matters visible on the ground and all other matters of record in Chancery Clerk's Office of Harrison County, Mississippi. This conveyance is made AS IS WHERE IS WITH ALL FAULTS and Grantor expressly disclaims any and all warranties and representations as to the condition of the real property and related rights, if any.

Taxes for the year 2021 have been prorated and are assumed by the Grantee.

Attached hereto as Exhibit "A" is a Certification by Corporate Secretary, Lisa Haley, authorizing James R. Noel, Vice President, to execute this instrument on behalf of Grantor.

[*This space left blank intentionally. Signature and acknowledgment to follow.*]

WITNESS MY SIGNATURE this the 25 day of June, 2021.

FIRST BANK AND TRUST,
a Louisiana state-chartered banking institution

BY: _____
Name: JAMES R. NOEL
Its: Vice President

STATE OF LOUISIANA

COUNTY/PARISH OF St. Tammany

Personally appeared before me, the undersigned authority in and for the said Parish and state, on this 25 day of June, 2021, within my jurisdiction, the within named James R. Noel, who acknowledged that he is Vice President of First Bank and Trust, a Louisiana state-chartered banking institution, and that for and on behalf of the said state-chartered banking institution, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said state-chartered banking institution so to do.

_____
NOTARY PUBLIC

My commission expires:
Lifetime Commission

CHARLES O. LEDET #50246
ST. TAMMANY PARISH
LIFETIME COMMISSION

CHARLES O. LEDET #50246
ST. TAMMANY PARISH
LIFETIME COMMISSION

10388351.3

CERTIFICATION BY CORPORATE SECRETARY

BE IT KNOWN, that I, **LISA HALEY**, Secretary of First Bank and Trust (the "Corporation"), a Louisiana state-chartered banking institution, having its Main Office located at 909 Poydras Street, New Orleans, Louisiana 70112.

HEREBY CERTIFY that pursuant to the by-laws of the corporation and a resolution of the Board of Directors passed on June 23, 2021, which remains in effect as of the date hereof,

JAMES R. NOEL

IN HIS CAPACITY as Vice President is authorized to execute on behalf of the Corporation as the Seller, all such documentation reasonably required for the sale of real estate described as undeveloped acreage, all known as Whitetail Ridge Subdivision, O'Neal Road, City of Gulfport, Harrison County, Mississippi to the Purchaser, Florence Gardens, LLC. The sale amount being $1,098,444.50.

THUS CERTIFIED UNDER MY HAND AND SEAL, in New Orleans, Louisiana, this 23 of June, 2021.

FIRST BANK AND TRUST

BY: Lisa Haley

Lisa Haley, Secretary of the Corporation

EXHIBIT

tabbies

"A"

Whitetail Ridge MS

July 27, 2021

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

RE: Authority to Act as Agent
Forest Ridge Subdivision – Application for General Subdivision Plan
Gulfport, Mississippi

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of O'Neal Road; West of Florence Gardens; North of Windsong; East of Three Rivers Road, Gulfport, Mississippi (also being tax parcel no(s): 0908D-01-011.000; 0908D-01-010.000; 0908D-01-009.000; 0908D-01-015.000; and 0908E-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

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 48972
GADYANNE FORTENBERRY
Commission Expires
April 29, 2025
HARRISON COUNTY

P:\3405-23\General Plan\LTR Authority to Act as Agent.docx

STATE OF MISSISSIPPI

COUNTY OF HARRISON

I, Ryan Goldin, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with Tax Parcel # 0908D-01-011.000; 0908D-01-010.000; 0908D-01-009.000; 0908D-01-015.000; and 0908E-01-001.000.

_____ DATE: 7-27-21
FLORENCE GARDENS, LLC

VICE PRESIDENT AND DIRECTOR OF OPERATIONS
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 27th day of July, 2021.

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 48972
GADYANNE FORTENBERRY
Commission Expires
April 29, 2025
HARRISON COUNTY

July 26, 2021

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

RE: Covenants
Forest Ridge Subdivision (Tax Parcels: 0908D-01-011.000; 0908D-01-010.000; 0908D-01-009.000; 0908D-01-015.000; and 0908E-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 O'Neal Road; West of Florence Gardens; North of Windsong; East of Three Rivers Road, Gulfport, Mississippi (also being tax parcel no(s): 0908D-01-011.000; 0908D-01-010.000; 0908D-01-009.000; 0908D-01-015.000; and 0908E-01-001.000).

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

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 280104
ANGELA JANETTE SHAW
Commission Expires
Feb. 21, 2025
HARRISON COUNTY

P:\3405-23\General Plan\LTR Covenant Declaration.docx

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, my 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 of 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 it 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 is 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 appeasable 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 on 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 Motorizes 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

Declaration 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.

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 not withstanding, 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 of 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 of 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 it 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.

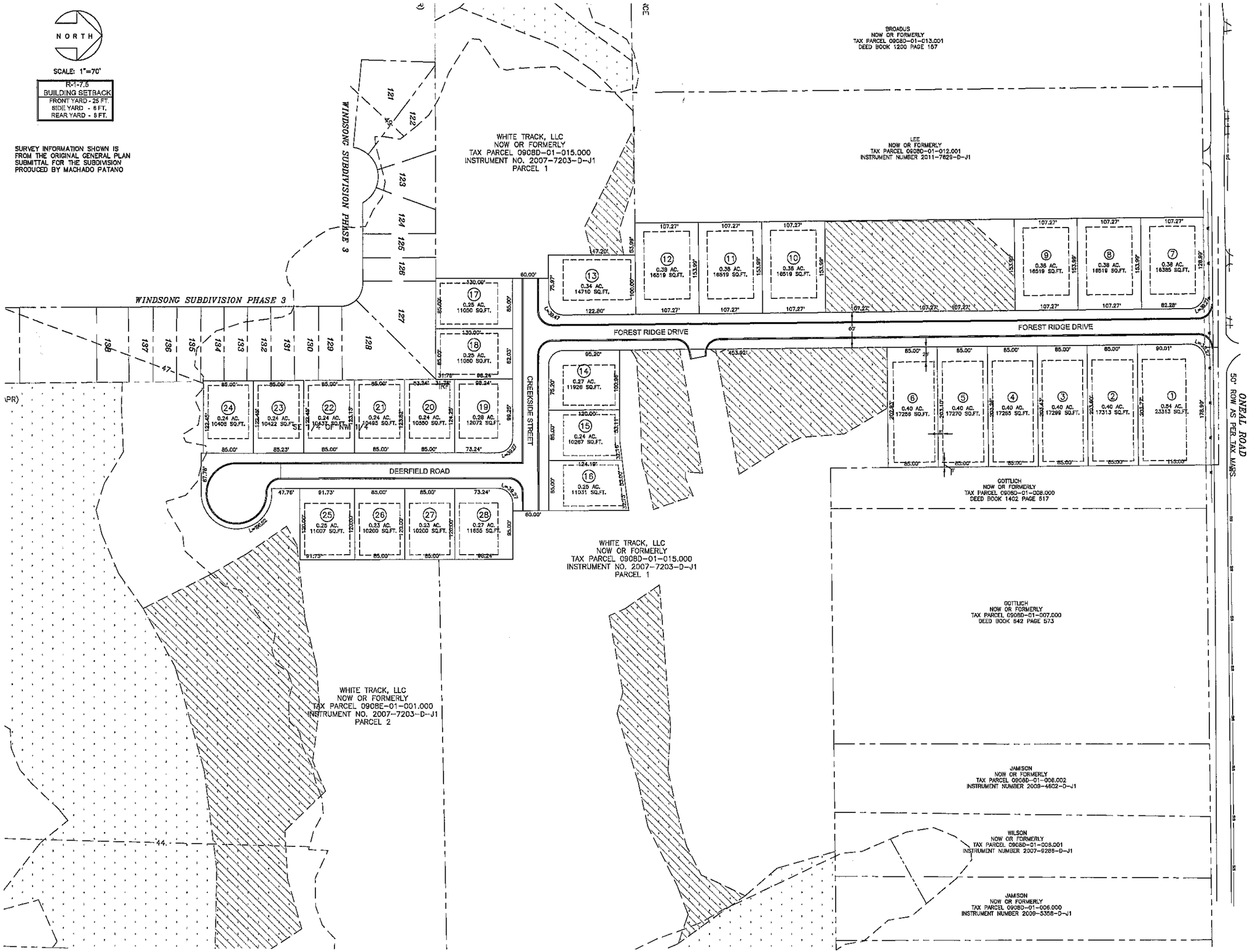
_____
Notary Public

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.



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.

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
401 Canvon 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
www.bmcengineers.com

SEAL

PRELIMINARY

REV	DATE	BY

FOREST RIDGE SUBDIVISION
PHASE I
GULFPORT, MS

GENERAL PLAN

CAD	EDD
ENG	NLG
DATE	08-03-21
SCALE	1"=70'
BMA#	3405-23
FILE	3405-23 GENERAL PLAN.DWG

SHEET
C-121

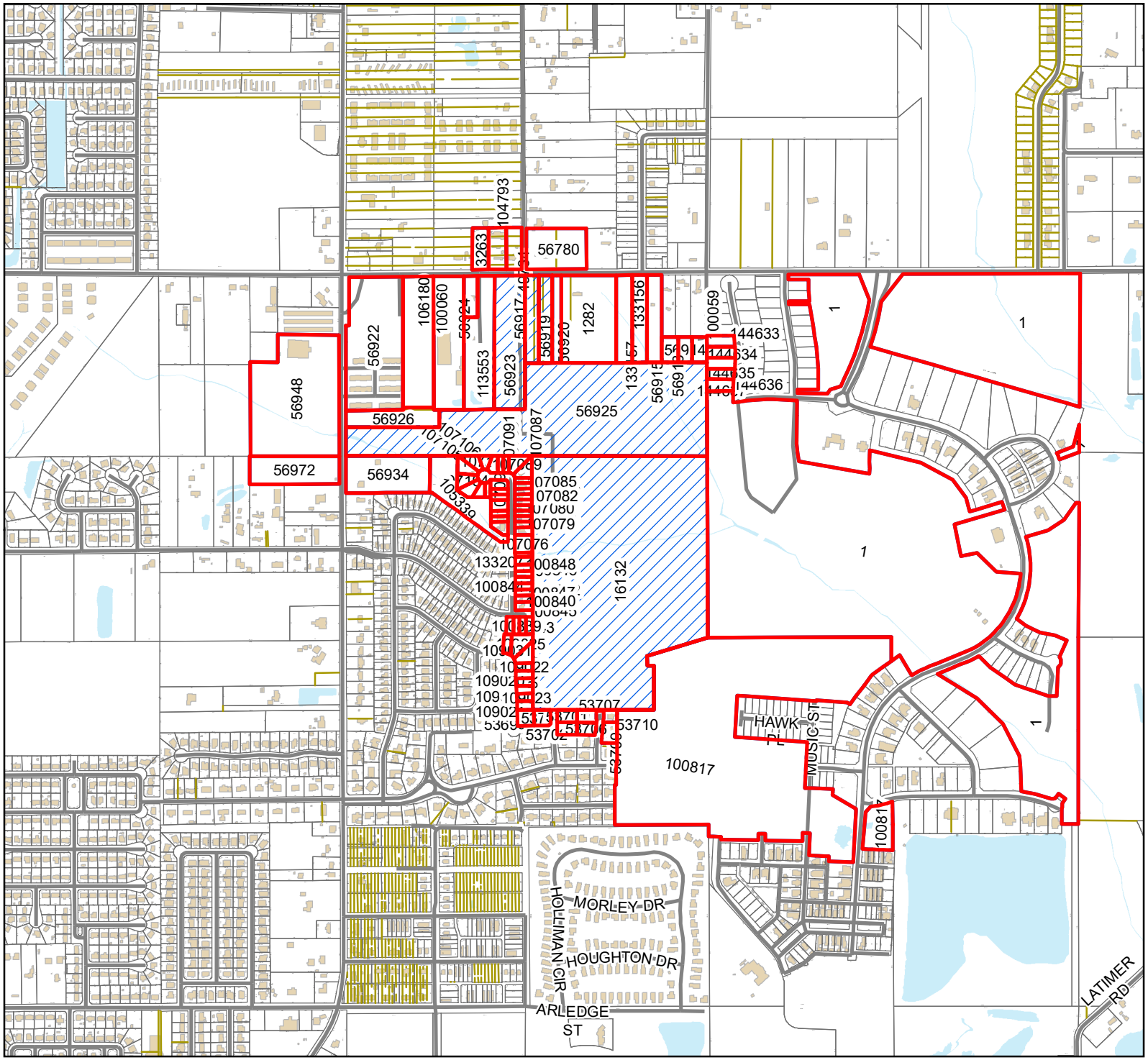
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			FLORENCE GARDENS, LLC(OWNER)	12321 PRESERVSTION DR	GULFPORT	MS	39503
			BROWN, MITCHELL & ALEXANDER,INC(AGENT)	131 RUE MAGNOLIA	BILOXI	MS	39530
			Adjacent Property Owners				
	100843	0908D-01-044.000	ALLEN INDUSTRIES LLC	P O BOX 511	SAUCIER	MS	39574
	56922	0908D-01-014.000	ASHTON APARTMENT PARTNERS LLC DBA	1912 21ST AVENUE SOUTH STE 100	NASHVILLE	TN	37212
	107086	0908D-01-140.000	BAHAM SHANNON J	12374 WINDWARD CIRCLE	GULFPORT	MS	39503
	144635	0908C-01-001.046	BARANELLO JOHN PAUL & PAMELA ANN	8502 NORTH EAST PINES DR	MERIDIAN	MS	39305
	100060	0908D-01-013.001	BROADUS LINDA JARRARD	18681 HWY 67	BILOXI	MS	39532
	106180	0908D-01-013.002	BROADUS LINDA JARRARD	18653 HWY 67	BILOXI	MS	39532
	107079	0908D-01-133.000	BROOKS BARBARA A	12344 WINDWARD DR	GULFPORT	MS	39503
	56780	0907M-01-008.000	CALHOUN BENNY R JR	13390 O'NEAL RD	GULFPORT	MS	39503
	53700	0908E-01-037.000	CHALOULT ROSEMARY B ROUSSEAUX	102 EAGLE LN	GULFPORT	MS	39503
	113553	0908D-01-012.001	CHEEKS GARY L & DORIS T	12502 ROAD 236	GULFPORT	MS	39503
N	56924	0908D-01-012.000	CHEEKS GARY L & DORIS T	12502 ROAD 236	GULFPORT	MS	39503
	107104	0908D-01-149.000	COOPER GEORGE S	12407 WINDWARD CIRCLE	GULFPORT	MS	39503
	100845	0908D-01-045.000	DALEY PROPERTIES LLC	911 WINBORN CHAPEL RD	LUCEDALE	MS	39452
	3263	0907M-02-011.001	DAVID JUDITH L	13438 O'NEAL AVE	GULFPORT	MS	39503
	100841	0908D-01-043.000	DE VILLA MARIA D VELEZ	2150 BAYWOOD DR	BILOXI	MS	39532
	56948	0808A-01-001.000	DESTINY CHURCH INC	12401 THREE RIVERS RD	GULFPORT	MS	39503
	56917	0908D-01-010.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
N	56919	0908D-01-009.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
N	56925	0908D-01-015.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
N	56926	0908D-01-013.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
N	56923	0908D-01-011.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
N	16132	0908E-01-001.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
	53710	0908E-01-046.000	EDWARDS SANDRA M	103 TOMAHAWK TRAIL	GULFPORT	MS	39503
	109023	0908E-01-001.042	EILERMANN JANET & TERRY TOLAR	14352 CHESTWOOD COVE	GULFPORT	MS	39503
	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	144634	0908C-01-001.045	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	144633	0908C-01-001.044	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	56914	0908D-01-003.000	FLOWERS KEVIN ETAL	12486 ROAD 237	GULFPORT	MS	39503
	109025	0908E-01-001.048	GIBSON MARTHA M	13408 LOCUST HILL DR	GULFPORT	MS	39503
N	109024	0908E-01-001.047	GIBSON MARTHA M	13408 LOCUST HILL DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	1282	0908D-01-007.000	GOTTLICH HUGO G -EST-	13363 ONEAL RD	GULFPORT	MS	39503
N	56920	0908D-01-008.000	GOTTLICH HUGO GEORGE -EST-	13363 O'NEAL RD	GULFPORT	MS	39503
N	133207	0908D-01-130.001	GULFPORT CITY OF	OCT 31,2005 SALE			0
	107105	0908D-01-148.000	HALL CLAYTON A	12404 WINDWARD CIR	GULFPORT	MS	39503
	107089	0908D-01-142.000	HANCOCK ANCE J & MICHELE A	12378 WINDWARD CIR	GULFPORT	MS	39503
	109020	0908E-01-001.045	HIGHTOWER KHALIL	13398 LOCUST HILL DR	GULFPORT	MS	39503
	100838	0908D-01-041.000	HILL STEPHANIE	13399 WINDSONG DRIVE	GULFPORT	MS	39503
	107106	0908D-01-147.000	HOOD CHARLES	12402 WINDWARD CIR	GULFPORT	MS	39503
	107092	0908D-01-145.000	HUBMANN MARY ANN -ESTATE-	12388 WINDWARD CIR	GULFPORT	MS	39503
	100849	0908D-01-052.000	HUDSON JENNIFER N	12316 WOODWARD DRIVE	GULFPORT	MS	39503
	133157	0908D-01-006.002	JAMISON RONNIE EARL	20546 JOHNSON RD	LONG BEACH	MS	39560
	109022	0908E-01-001.046	JENSEN JOHN M & SHARI LYNN	11408 JORDON RD	OCEAN SPRINGS	MS	39565
	53702	0908E-01-039.000	KENNEDY JOHN & RUTHIE N	1815 22ND AVE	GULFPORT	MS	39501
	105339	0908D-01-129.000	LAND TRUST FOR MISS COASTAL PLAIN	P O BOX 245	BILOXI	MS	39533
	144636	0908C-01-001.047	LANDON HOMES LLC	9113 OLD CCC CAMP ROAD	OCEAN SPRINGS	MS	39564
	100840	0908D-01-047.000	MCDONNELL BRIAN M	12294 WINWARD DRIVE	GULFPORT	MS	39503
	100844	0908D-01-049.000	MCGEE VICTOR T & JANICE R	12302 WINDWARD DR	GULFPORT	MS	39503
	56915	0908D-01-006.000	MCINNIS SYLVIA JEANETTE	14055 JOHN CLARK RD #3A	GULFPORT	MS	39503
	53699	0908E-01-036.000	MIGLIACCIO JAMES A & YOLANDA W	101 WARPATH TRL	GULFPORT	MS	39503
	56934	0908D-01-016.000	MITCHELL MELISSA	17581 OLD HIGHWAY 49	SAUCIER	MS	39574
	107082	0908D-01-136.000	MJP DEVELOPMENT LLC	15240 CREOSOTE RD	GULFPORT	MS	39503
	100846	0908D-01-050.000	MORGAN REBECCA LYNNE	12306 WINDWARD DR	GULFPORT	MS	39503
	107091	0908D-01-144.000	NECAISE JUSTIN DALE	12384 WINDWARD CIRCLE	GULFPORT	MS	39503
	107080	0908D-01-134.000	OLIVER MARY E	12350 WINDWARD CIR	GULFPORT	MS	39503
	107085	0908D-01-139.000	OLSON JAMES MICHAEL	12372 WINDWARD CIR	GULFPORT	MS	39503
	100847	0908D-01-046.000	PALMER RACHEL V	12288 WINDWARD DR	GULFPORT	MS	39503
	107077	0908D-01-131.000	PATHWAY RENTALS LLC	12410 BEAU FOREST DR	GULFPORT	MS	39503
	107090	0908D-01-143.000	PFLUG LISA	25580 ELMER LADNER RD	PASS CHRISTIAN	MS	39571
	107081	0908D-01-135.000	PORNOVETS MICHAEL J	12354 WINDWARD CIR	GPT	MS	39503
	109018	0908E-01-001.044	PRUITT LEON D & CATHY A	13394 LOCUST HILL DR	GULFPORT	MS	39503
	100839	0908D-01-042.000	SCOTT RACHAEL J	13395 WINDSONG DR	GULFPORT	MS	39503
	109031	0908E-01-001.051	SMITH RYAN C & AMY	13416 LOCUST HILL DR	GULFPORT	MS	39503
	107087	0908D-01-141.000	SPEARS JAMARIO	12376 WINDWARD CIRCLE	GULFPORT	MS	39503
	56913	0908D-01-004.000	SPOONER JOHN J & BETTIE F	11 PROGRESS RD	BROOKLYN	MS	39425
	100059	0908D-01-002.001	SPOONER JOHN JOSEPH JR	12488 ROAD 237	GULFPORT	MS	39503
N	107076	0908D-01-130.000	STATE OF MISSISSIPPI	OCT 31,2005 SALE			0

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	109021	0908E-01-001.041	STICKLER RICHARD L & JACKIE F	13374 LOCUST HILL DR	GULFPORT	MS	39503
	56972	0808A-01-018.000	STIVER DORIS M -EST-	12387 THREE RIVERS RD	GULFPORT	MS	39503
	107084	0908D-01-138.000	STREETER MELISSA M	12368 WINDWARD DRIVE	GULFPORT	MS	39503
	53709	0908E-01-047.000	TATE BARBARA E & TURNER CARLOTTA	101 TOMAHAWK TRAIL	GULFPORT	MS	39503
	109016	0908E-01-001.043	TAYLOR SHARINDA R	13386 LOCUST HILL DR	GULFPORT	MS	39503
	104793	0907M-02-010.001	THOMPSON KATIE L -EST-	14030 LUMPKIN RD	GULFPORT	MS	39503
N	53707	0908E-01-045.000	TOLAR TERRY	2620 RUE PALAFOX	BILOXI	MS	39531
	100842	0908D-01-048.000	TOLER TERRY & EILERMANN JANET	2620 RUE PALAFOX	BILOXI	MS	39531
	100848	0908D-01-051.000	TOMOHAWK PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
	107078	0908D-01-132.000	VALENCIA AARON	707 E POTTER DRIVE	PHOENIX	AZ	85024
	107083	0908D-01-137.000	VALENCIA AARON	12364 WINDWARD CIR	GULFPORT	MS	39503
	107107	0908D-01-146.000	VANDERMEER MICHELLE A	12396 WINDWARD CIR	GULFPORT	MS	39503
	53701	0908E-01-038.000	WALDROP FORREST T & MARY C	105 EAGLE LN	GULFPORT	MS	39503
	49734	0907M-02-010.000	WALKER JAMES L ETAL	13404 ONEAL RD	GULFPORT	MS	39503
	53706	0908E-01-044.000	WANZO VICTORIA L & WILLIE JR	102 TOMAHAWK TRAIL	GULFPORT	MS	39503
	133156	0908D-01-006.001	WILSON MICHAEL D	14121 S SWAN RD	GULFPORT	MS	39503

2109PC147

General Subdivision Plan



Legend

- Site
- Adjacent Properties
- Street
- Alley
- Buildings
- Water Features

0 160 320 480

Yards

1 inch = 1,000 feet

N W E S

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.

RE: General Plan 2109PC147, by agent Brown, Mitchell & Alexander, Inc., tax parcel 0908D-01-009.000, 0908D-01-010.000, 0908D-01-011.000, 0908D-01-015.000, 0908E-01-001.000 Approval of General Plan for a 28-lot subdivision (Forest Ridge Subdivision), O'Neal Road, Zoned R-1-15 (Single-family) and R-1-7.5 (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, September 23, 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, September 23, 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.

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

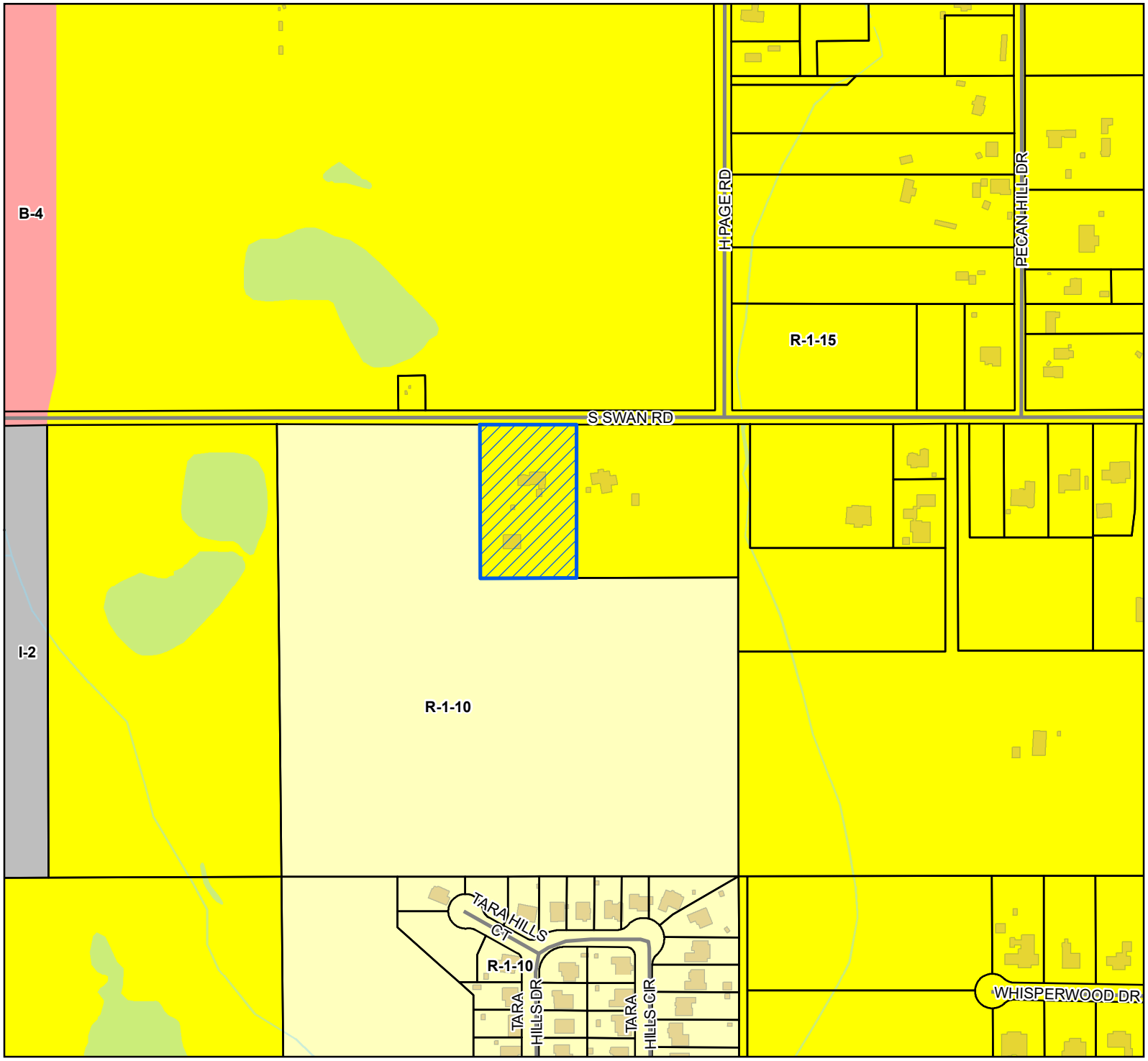
Date of Hearing: September 23, 2021

Re: <u>Zoning Map Amendment 2109PC148:</u>

Zoning Map Amendment 2109PC148, by agent Lawrence C. Rumsey, tax parcel 0807F-01-003.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15201 S Swan Rd, Ward 7

2109PC148

Zoning Map Amendment



Site
Street
Parcels
Buildings
Water Features

Zoning

B-4 - Highway Business District
I-2 - Heavy Industry District
R-1-10 - Single Family Residence (Low Density)
R-1-15 - Single Family Residence District (Low Density)

Site Information

0807F-01-003.000
Zoning: R-1-15 (Single Family)
Size: 2.8 acres
Flood: X

0 60 120 180
Yards

1 inch = 400 feet

N W E S

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)

For Staff Use Only

Case File #: 2109PC148

Date Received: 8/4

Receipt #:

Received By: GH

Zoning: R-1-15

Ward: 7 Flood: X

Property Information

TAX PARCEL # 0 8 0 7 F – 0 1 – 0 0 3 . 0 0 0

(If necessary, use separate sheet of paper)

Address of Property Involved: 15201 SOUTH SWAN ROAD, GULFPORT, MS. 39503

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: 4 miles North of I-10, 0.6 miles East of Highway 49 and 0.5 miles South of Highway 53

GENERAL DESCRIPTION OF REQUEST:

We are requesting this property be rezoned from R-1-15 to R-1-10 to match the abutting property Zoned R-1-10 to the South of the proposed 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			AGENT		
Kirk L Ladner			Lawrence C. Rumsey, P.E.		
Printed Name Of Owner			Printed Name Of Agent		
18226 Highway 53			910 Howard Avenue		
Mailing Address			Mailing Address		
Gulfport	MS	39503	Biloxi	MS	39530
City	State	Zip code	City	State	Zip code
1-228-832-2151	1-228-380-2151		1-228-432-9344	1-228-380-0559	
Home Phone	Work/Cell Phone		Home Phone	Work/Cell Phone	
			rcei@rumseyengineering.com		
Email			Email		
Kirk Ladner					
Signature Of Owner			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) Kirk L Ladner

ADDRESS (STREET, CITY, STATE, ZIP CODE 18226 Highway 53

PHONE # (H) 1-228-832-2151 (W) 1-228-380-2151

TAX PARCEL NUMBER(S) OWNED 0807F-01-003.000

SIGNATURE: Kirk Ladner

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: _____

Rumsey Consulting Engineering, Inc.
Planning, Surveying, Design
910 Howard Avenue • Biloxi, MS 39530
Tel: (228) 432-9344 • Fax: (228) 432-1189
e-mail: rcei@rumseyengineering.com

July 23, 2021

City of Gulfport
Urban Development and Planning
P.O. Box 1780
Gulfport, MS 39501

Attn: Greg Pietrangelo, Director

Re: 15201 S. Swan Road, Gulfport, MS 39503

Subject: Request for a Zoning Map Amendment

Dear Greg:

Submitted herewith are the following:

1. An Application For Zoning Map Amendment
2. A warranty deed showing proof of ownership
3. Statements addressing items E and F of the Application Requirements
4. Additional data and a map to be considered as part of the request
5. A list of adjacent property owners
6. A notarized Letter of Authority to act as Agent
7. A check in the amount of $175 to the City of Gulfport

As indicated in the application, the owner is asking that the City amend the zoning classification for this property from R1-15 to R1-10. This application is being submitted for consideration at the September Planning Commission meeting on September 23, 2021. If you require any additional information, please feel free to contact me at 228-432-9344.

Sincerely,

Lawrence C. Rumsey, P.E.

Attachments

1st Judicial District
Instrument 2011 4837 D – J1
Filed/Recorded 7/28/2011 03:22 P
Total Fees $ 12.00
2 Pages Recorded

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
15487 Oak Lane Drive, Suite 200-I
Gulfport, MS 39503
(228) 832-8550
File #110879

Indexing Instructions:
Pt of NW 1/4 of SE 1/4 of Sec. 28,
Township 6 South, Range 11 West,
Harrison County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

THAT 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,

PAUL C. SCHIPPEL, an unmarried man,
15201 South Swan Road
Gulfport, MS 39507
(228) 424-3841

does hereby grant, bargain, sell, convey and warrant, unto

KIRK LADNER,
18226 Highway 53
Gulfport, MS 39503
(228) 832-2151

the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

Commencing at the Northeast corner of the Northwest Quarter of the Southeast Quarter (NW 1/4 of the SE 1/4) of Section 28, Township 6 South, Range 11 West, Harrison County, Mississippi, and run thence West 466.69 feet to the Point of Beginning, being a P.K. nail in the centerline of South Swan Road; thence along said centerline run West 280.01 feet; thence South 466.69 feet; thence East 280.01 feet; thence North 466.69 feet to the Point of Beginning.

LESS AND EXCEPT that part of said property situated within the right-of-way of South Swan Road across the North margin thereof.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURE of the Grantor on this the 27th day of July, 2011.

PAUL C. SCHIPPEL

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, PAUL C. SCHIPPEL, who acknowledged that he signed, executed and delivered the above and foregoing instrument as his voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 27th day of July, 2011.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 5031 GLENDA C. GREGORY Commission Expires Jan. 28, 2012 HARRISON COUNTY

(SEAL)

My Commission Expires:

REQUEST FOR AMENDMENT TO COMPREHENSIVE ZONING ORDINANCE

The applicant for this zoning amendment is Kirk Ladner , 18226 Hwy 53, Harrison County, MS 39566. Mr. Ladner is the sole owner of the property located at 15201 S. Swan Road, Parcel ID No. 0807F-01-003.000.

Mr. Ladner's interest in this property is to develop it into R1-10 single family residential lots to address the needs for families moving to the Gulf Coast that are looking for property this size and value to fit their financial situations.

We have provided as an attachment a list of all adjacent property owners as taken from the Tax Assessor's online map.

Once the rezoning request is approved, Mr. Ladner estimates that the completion of the development of the property will take approximately 12 to 15 months. This includes surveying, design, review and approval process, construction and final approval. Mr. Ladner , at this time, plans to develop the property in one phase.

Once the rezoning request is approved, it is not anticipated that any adverse affect would be realized to any properties in the area. Already there are ten parcels of land (1005 lots) within a two mile radius of the property in question that have been developed into R1 or R1-10 equivalent developments. Rezoning of the property would not affect adjoining properties as they would still be zoned R1-15 and can develop into the 15,000 square foot parcels as required by that zoning and can co-exist as neighbors with parcels of a smaller size.

This request for an amendment to the Comprehensive Zoning Ordinance is not intended to correct an error in the original zoning.

RELEVANT DATA TO BE CONSIDERED FOR THE REZONING REQUEST

OWNER OF PROPERTY: Kirk Ladner

LOCATION OF PROPERTY:
15201 S. Swan Road; Approximately 4 miles north of I-10, 0.6 miles east of Highway 49, and 0.5 miles south of Highway 53

ACREAGE: 3.0 Acres

EXISTING ZONING: R1-15

NEIGHBORING DEVELOPMENTS:
Tara Hills Subdivision, Harrison Co. -Zoning R1
N. Swan Subdivision, Harrison Co.- Zoning R1
Crown Hill Subdivision, Harrison Co.- Zoning R1
Thorton Hill Subdivision, Harrison Co.- Zoning R1
Hatten Farms Subdivision, Harrison Co.- Zoning MPC (Master Planned Community)
Huntington Subdivision, Harrison Co.- Zoning R1
Hunters Chase Subdivision, Harrison Co.- Zoning R1
Swan Lake Subdivision, Harrison Co.- Zoning R1
S. Fork and N. Fork Subdivisions, Harrison Co.- Zoning R1
Tara Hills Subdivision, Gulfport- Zoning R1-10
S. Swan Country Estates, Gulfport- Zoning R1

These developments represent a total of 1095 residential lots, more or less, within two miles of the subject property with all but one development zoned as R1 or R1-10.

EXISTING UTILITIES:
Water and sewer willl be provided by the City of Gulfport. Every lot will have individual water and sewer service provided.

SALES OF R1-10 or EQUIVALENT LOTS:
According to MLS real estate data, there have been 197 sales of R1 or R1-10 or equivalent size lots as compared to 28 R1-15 or larger lots since 2019 in Gulfport and Harrison Co. This is a factor of 6 to 1.

PRICE POINT OF R1-10 HOMES
According to MLS real estate data the range of prices of R1 or R1-10 homes in the Gulfport and surrounding Harrison Co. area is $135,000 to $195,000.

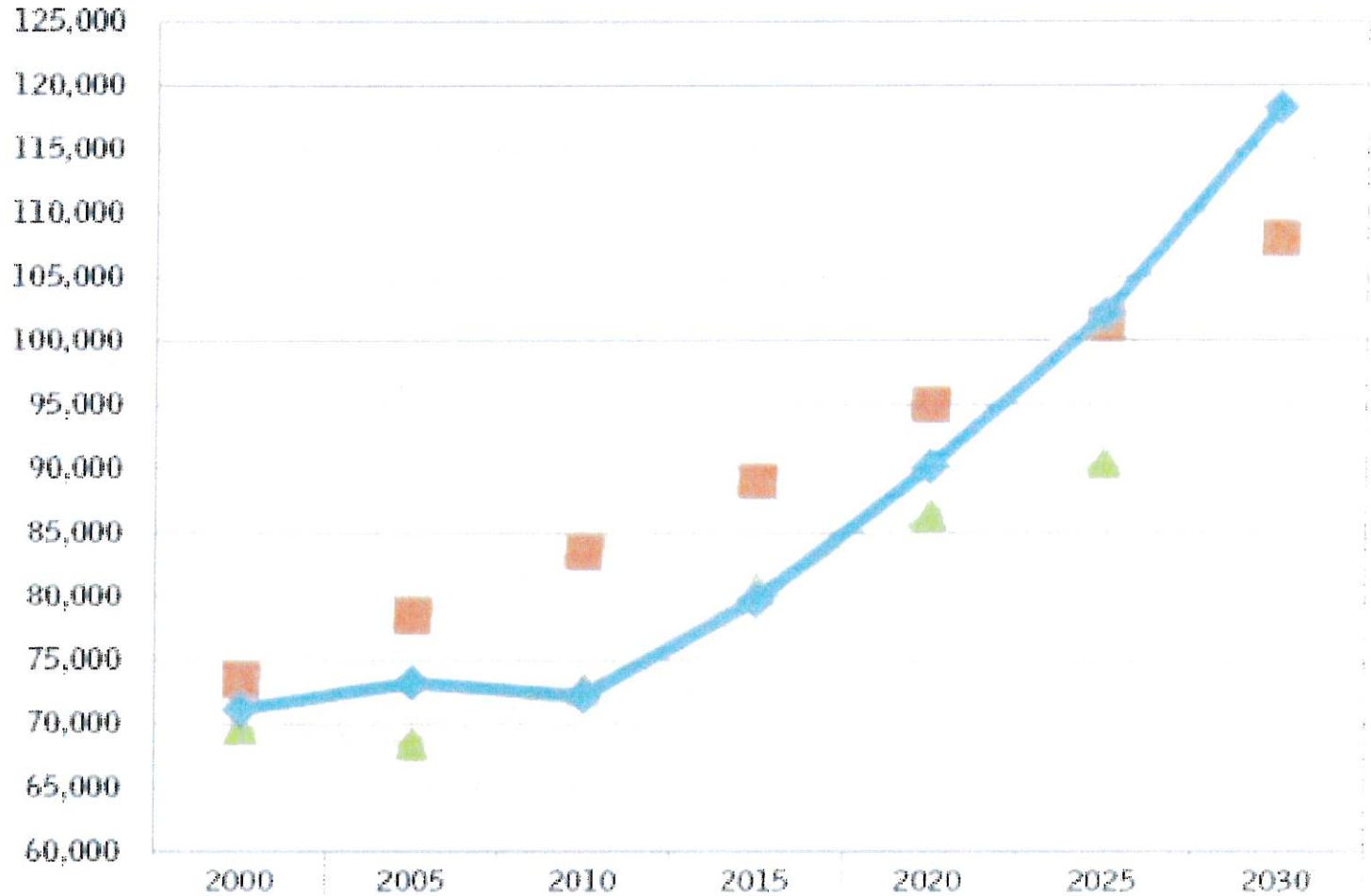
MEDIAN INCOME OF HOME BUYERS:
In order to qualify for a 30 year mortgage at these price points a family must have a median income of $65K to $70K.

PROJECTED POPULATION:
Figure 3.3 of the City of Gulfport's Comprehensive Plan indicates a population growth between 2020 and 2030 to be approximately 28,000 people. According to the Plan, the largest share of anticipated growth will be North of I-10 and in Harrison County North of Gulfport due in part to major investments in the Port of Gulfport, Stennis and Keesler AFB. At an average of 3.2 people per family, this equates to an additional need of 8,750 homes.

REASONS FOR REZONING REQUEST

It is the intent of the applicant to demonstrably show that the character of the neighborhood has changed since the original zoning and that based on the nature of Coast real estate activity over the past five years that there is a *public need* for the rezoning of this property.

Figure 3.4. Population Projections, 2000-2030



	2000	2005	2010	2015	2020	2025	2030
MDEQ (2006)	69,586	68,408	72,780	80,621	86,330	90,502	
GRPC (2007)	73,448	78,440	83,505	89,039	94,939	101,230	107,938
Census/City (2009)	71,127	73,230	72,172	79,684	90,155	102,002	118,249

Source: MDEQ 2006 Gulf Region Water and Wastewater Plan (2006); GRPC Traffic Analysis Zone Projections (2007); Census/City 2009 projections based on U.S. Census Bureau, 2008 Population Estimates and 20-year projections prepared by HDR Inc. for the City of Gulfport.

ACTING AGENT AUTHORIZATION FORM

I AUTHORIZE THE PERSON LISTED BELOW TO ACT AS MY AGENT IN ALL MATTERS REGARDING THE PROPOSED ZONING AMENDMENT FOR THE PROJECT AS DESCRIBED BELOW:

Name : Lawrence C. Rumsey

Location of Project: 15201 S. Swan Road, Gulfport, MS 39503

Address: 910 Howard Ave.

Biloxi, MS 39530

Phone No: 228-432-9344

Applicant Name: Kirk Ladner

Kirk Ladner

Before me, the undersigned authority in and for the State of Mississippi, County of Jackson, personally appeared the aforementioned, Kirk Ladner, who acknowledged that he signed and delivered the foregoing acting agent authorization form on the day and year therein mentioned.

Witness my signature and official seal of this office this 3rd day of August, 2021.

Cathleen O. Thomas

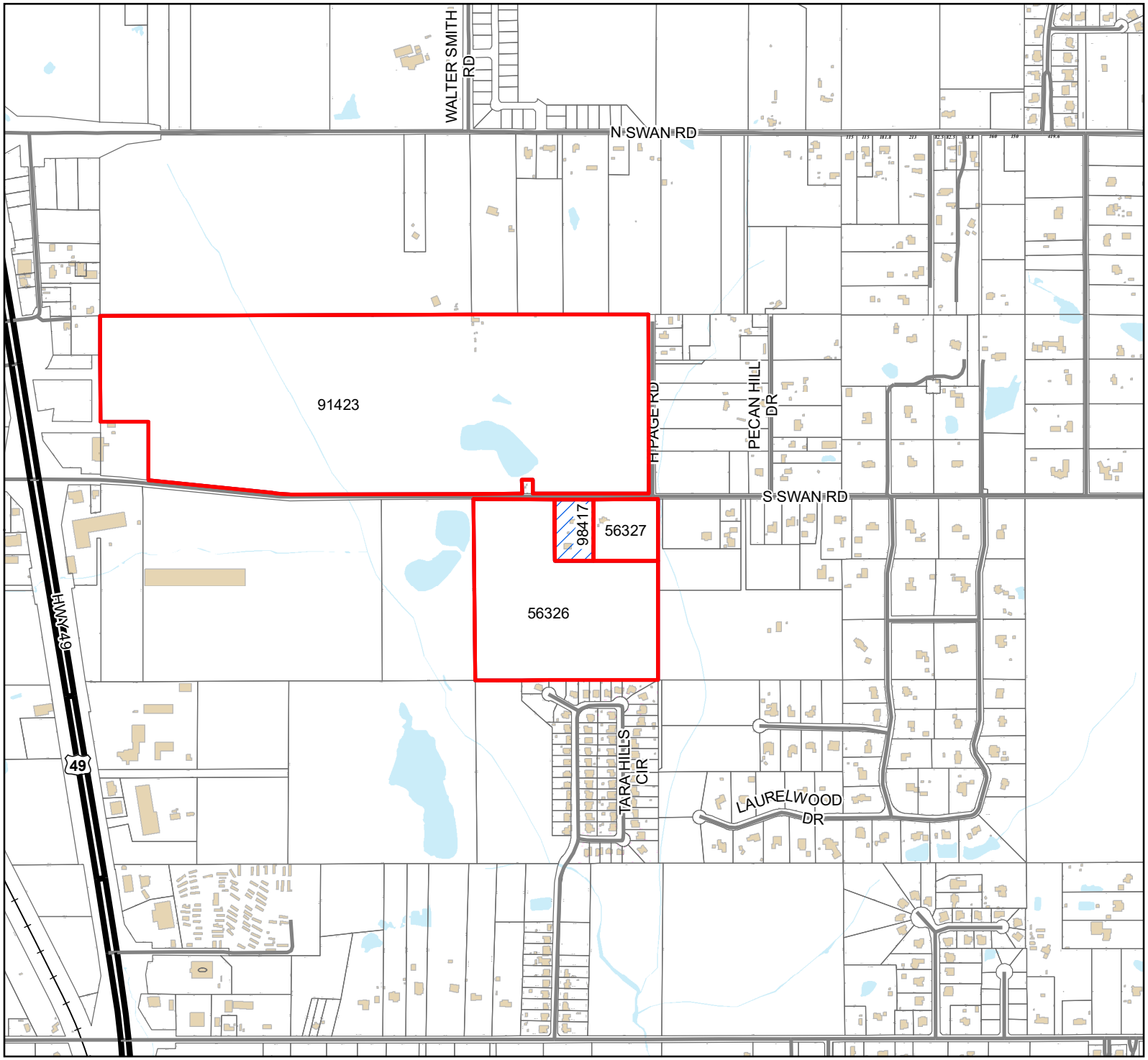
Notary Public

My Commission expires: 7-2-2025

STATE OF MISSISSIPPI
CATHLEEN O. THOMAS
ID NO. 105933
Commission Expires
07/02/2025
NOTARY PUBLIC
JACKSON COUNTY

2109PC148

Zoning Map Amendment



Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Railroad
- Buildings
- Water Features

0 160 320 480
Yards

1 inch = 1,000 feet

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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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			Kirk L Ladner	18226 HIGHWAY 53	GULFPORT	MS	39503
			Adjacent Property Owners				
	91423	0807D-01-001.000	DAY DRUG CO INC	P O BOX 247	GULFPORT	MS	39502
n	98417	0807F-01-003.000	LADNER KIRK	18226 HWY 53	GULFPORT	MS	39503
n	56326	0807F-01-004.000	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
	56327	0807F-01-002.000	MILES EDDIE WAYNE	15175 S SWAN RD	GULFPORT	MS	39503

RE: Zoning Map Amendment 2109PC148, by agent Lawrence C. Rumsey, tax parcel 0807F-01-003.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15201 S Swan 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, September 23, 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, September 23, 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.

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

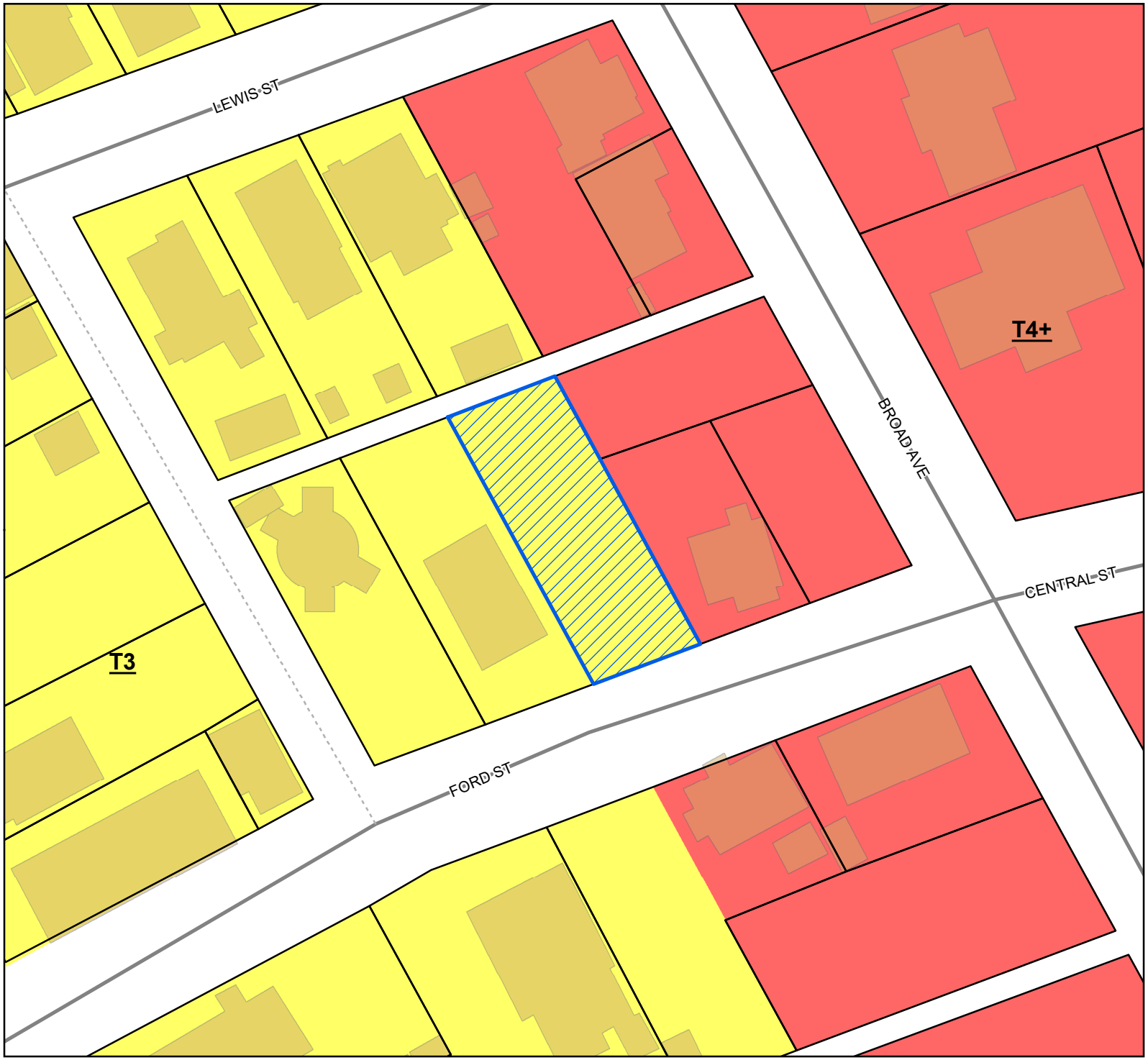
Date of Hearing: September 23, 2021

Re: <u>Zoning Map Amendment 2108PC127:</u>
<u>(Postponed from the August 26, 2021 meeting)</u>

Zoning Map Amendment 2108PC127, by owners Yvonne and Errol Smith, tax parcel 0711O-03-020.000, Request to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Ford St, Ward 2

2108PC127

Zoning Map Amendment



Site
Street
Alley
Parcels
Buildings

Smart Code

T4+
T3

Site Information

0711O-03-020.000
Zoning: T3 (Sub-urban Zone)
Size: 6,509 sq ft.
Flood: X

0 10 20 30
Yards

1 inch = 60 feet

N
W E
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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)

For Staff Use Only

Case File #: 2108PC127

Date Received: 7/6/2021

Receipt #:

Received By: JMB

Zoning:

Ward: Flood:

Property Information

TAX PARCEL # 071 10 - 03 - 020.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 4308 Ford Street

Lot(s) 8, Block(s) 7, Subdivision Beach Grove

General Location: N margin of Ford St; thence run N 28 degrees 00' W along the E ~~lt~~ line of said Lot 8 a distance of 76.83 ft. to the Point of Beginning. Thence Run S 80 degrees 55'50" W 52.25 ft to the Point of Beginning. Thence Run S 80 degrees ft to the W line of Lot 8, Block 7, Beach Grove Subdivision

GENERAL DESCRIPTION OF REQUEST:

CHANGE THE ZONING FROM T3 to a T4+ FOR THE PURPOSE OF A DUPLEX

~~Build a Duplex~~ ~~DU~~

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 reauest.

OWNER	AGENT
Yvonne Smith	
Printed Name Of Owner	Printed Name Of Agent
5169 St. Anthony Ave	
Mailing Address	Mailing Address
N.O. LA. 70122	
City State Zip code	City State Zip code
504-382-0289	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
heyefor@yahoo.com	
Email	Email
Yvonne Smith	
Signature Of Owner	**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) Yvonne Smith

ADDRESS (STREET, CITY, STATE, ZIP CODE 5169 St. Anthony Ave N.O, La 70122

PHONE # (H) 504-382-0789 (W) _____

TAX PARCEL NUMBER(S) OWNED 07110-03-020-000

SIGNATURE: Yvonne Smith

NAME OF OWNER (PRINT) Errol Dwayne Smith

ADDRESS (STREET, CITY, STATE, ZIP CODE 5169 St Anthony Ave

PHONE # (H) 504-628-8150 (W) _____

TAX PARCEL NUMBER(S) OWNED 07110-03-020-000

SIGNATURE: Errol D

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: Yvonne Smith

7/2/2021

Re: 4308 Ford Street Gulfport, Mississippi

To The City of Gulfport Zoning Department,

Please amend my application's description request to read: "change the zoning from T3 to a T4+ for the purpose of a duplex.

If I need anything further, please call me at 504-382-0789.

Thanks,

Yvonne Smith

Su-Lin Bolin

From: heyefor@yahoo.com
Sent: Tuesday, July 6, 2021 01:25 PM
To: Su-Lin Bolin
Subject: Re: Additional information required

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

Good afternoon Zoning Department,

E. 2. The character of the neighborhood has changed: Memorial Hospital is expanding in this area. South of us is the Wingate Beach Hotel, east of us across Broad Ave is the Gulf Haven Campground. Broad Ave is a thorough fare from Highway 90 to Pass Rd and our property is 3 properties to the west of Broad Ave with the 2 properties in between already zoned T4+.

F. 1. Interest: Yvonne & Errol Smith, 5169 St. Anthony Ave. New Orleans, La. 70122
F. 2. Development Schedule: My schedule for building this duplex is within 6 months.
F. 3. Effect of Amendment: Our property is adjacent to T4+ properties, to the east and the south. We feel a duplex is not taking away from the feel of single-family homes but creates a perfect balance between the commercial side of T4+ and T3.

F. 4. Does not apply to me.

Thanks,
Yvonne Smith
Yvonne Smith

On Jul 6, 2021, at 1:11 PM, heyefor@yahoo.com wrote:

Good afternoon Zoning Department,

E. 2. The character of the neighborhood has changed: Memorial Hospital is expanding in this area. South of us is the Wingate Beach Hotel, east of us across Broad Ave is the Gulf Haven Campground. Broad Ave is a thorough fare from Highway 90 to Pass Rd and our property is 3 properties to the west of Broad Ave with the 2 properties in between already zoned T4+.

F. 1. Interest: Yvonne & Errol Smith, 5169 St. Anthony Ave. New Orleans, La. 70122
F. 2. Development Schedule: My schedule for building this duplex is within 6 months.
F. 3. Effect of Amendment: Our property is adjacent to T4+ properties, to the east and the south. We feel a duplex is not taking away from the feel of single-family homes but creates a perfect balance between the commercial side of T4+ and T3.

Thanks,
Yvonne Smith
Yvonne Smith

REVIEWED

SCANNED

CHANCERY CLERK OF HARRISON COUNTY MISSISSIPPI

1st Judicial District
Instrument 2021 5713 D – J1
Filed/Recorded 4/28/2021 04:02 P
Total Fees $ 26.00
2 Pages Recorded

Our File #B210277
Prepared by & Return To: Schwartz, Orgler & Jordan, PLLC
PO Box 4682 Biloxi MS 39535, 228-388-7441

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Index: Exempt

WARRANTY DEED

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,

Myrolee Stanfield,

6231 E. 15th Street, Tuscon, AZ 85711, 520-256-4058

does hereby sell, convey and warrant unto

Yvonne H. Smith and Errol Dwayne Smith,

5169 St. Anthony Avenue, New Orleans, LA 70122, 504-382-0789,

as tenants by the entirety with full rights of survivorship and not as tenants in common, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lot Eight (8), Block Seven (7), BEACH GROVE ADDITION, as per the official 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 in Plat Book 4 at Page 40(Copy Book 2A at Page 166) thereof; reference to which is hereby made in aid of and as a part of this description.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

THE ABOVE described property is no part of the Homestead of the Grantor herein.

WITNESS MY SIGNATURE, on this the 21st day of April, 2021.

Myrolee Stanfield

Myrolee Stanfield

STATE OF Arizona

COUNTY OF Pima

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Myrolee Stanfield, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21st day of April, 2021.

Angela L Spatola

NOTARY PUBLIC

My Commission Expires: Jan 24 2024

ANGELA L SPATOLA
Notary Public - Arizona
Pima County
Commission # 576371
My Commission Expires January 24, 2024

CLASS "B" SURVEY

Underground utilities disclaimer

Information regarding the reputed presence, size, character and location of existing underground utilities and structures related to underground utilities is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures related to underground utilities shown hereon may be inaccurate and utilities and structures related to underground utilities not shown may be encountered. The owner, his employees, his consultants and his contractors shall hereby distinctly understand that the surveyor is not responsible for the correctness or sufficiency of this information regarding the underground utilities and structures related to underground utilities shown hereon.

THE BEARINGS ON THIS PLAT ARE BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 AS DERIVED FROM RTK GPS OBSERVATIONS OF EARL DUDLEY CORS CONTROL POINT EDBM, USING A COMBINED FACTOR OF 0.999963026 AND A CONVERGENCE ANGLE OF 00°08'45" AT N=312251.395, E=893166.200

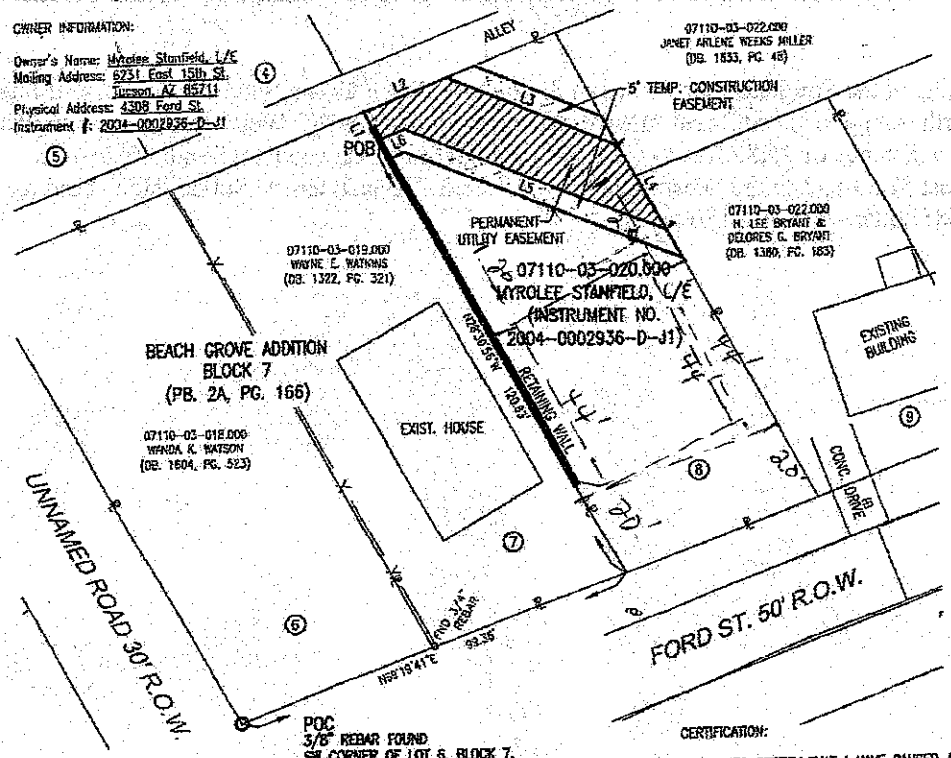
Title research disclaimer

All easements and rights of way of which the surveyor has knowledge have been shown hereon. As of the date of this survey, the surveyor has not been provided with a current title commitment. The surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or any other facts an accurate title search may disclose.

PROPOSED PERMANENT UTILITY EASEMENT
.022 ACRE (946 SQ. FT.)

OWNER INFORMATION:

Owner's Name: Myrolee Stanfield, L/E
Mailing Address: 6751 East 15th St.
Tucson, AZ 85711
Physical Address: 4308 Ford St.
Instrument #: 2004-0002936-D-J1



LINE TABLE		
LINE	BEARING	LENGTH
L1	N28°30'56"W	7.58'
L2	N68°43'50"E	21.66'
L3	S67°52'56"E	44.33'
L4	S28°30'56"E	23.65'
L5	N67°52'56"W	67.55'
L6	S69°37'03"W	6.81'

GRAPHIC SCALE

0 30

(IN FEET)
1 inch = 30 ft.

CERTIFICATION:

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE OF THE PROPERTY SHOWN HEREON AND THAT SAID SURVEY IS TRUE AND CORRECT TO MY KNOWLEDGE AND BELIEF.

James W. Mitchell, L.S.
Mississippi Registration No. 0248308
Date of Field Survey: [illegible]

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF MISSISSIPPI

UTILITY EASEMENT

Being a Utility Easement situated in Lot 8, Block 7 of Beach Grove Addition, a subdivision according to a map or plat on file in Plat Book 2A at Page 166 in the Office of the Chancery Clerk of Harrison County at Gulfport, Mississippi, and as conveyed to Myrolee Stanfield, L/E as per Instrument DR: 2004-0002920-D-J1 and being more particularly described as follows:

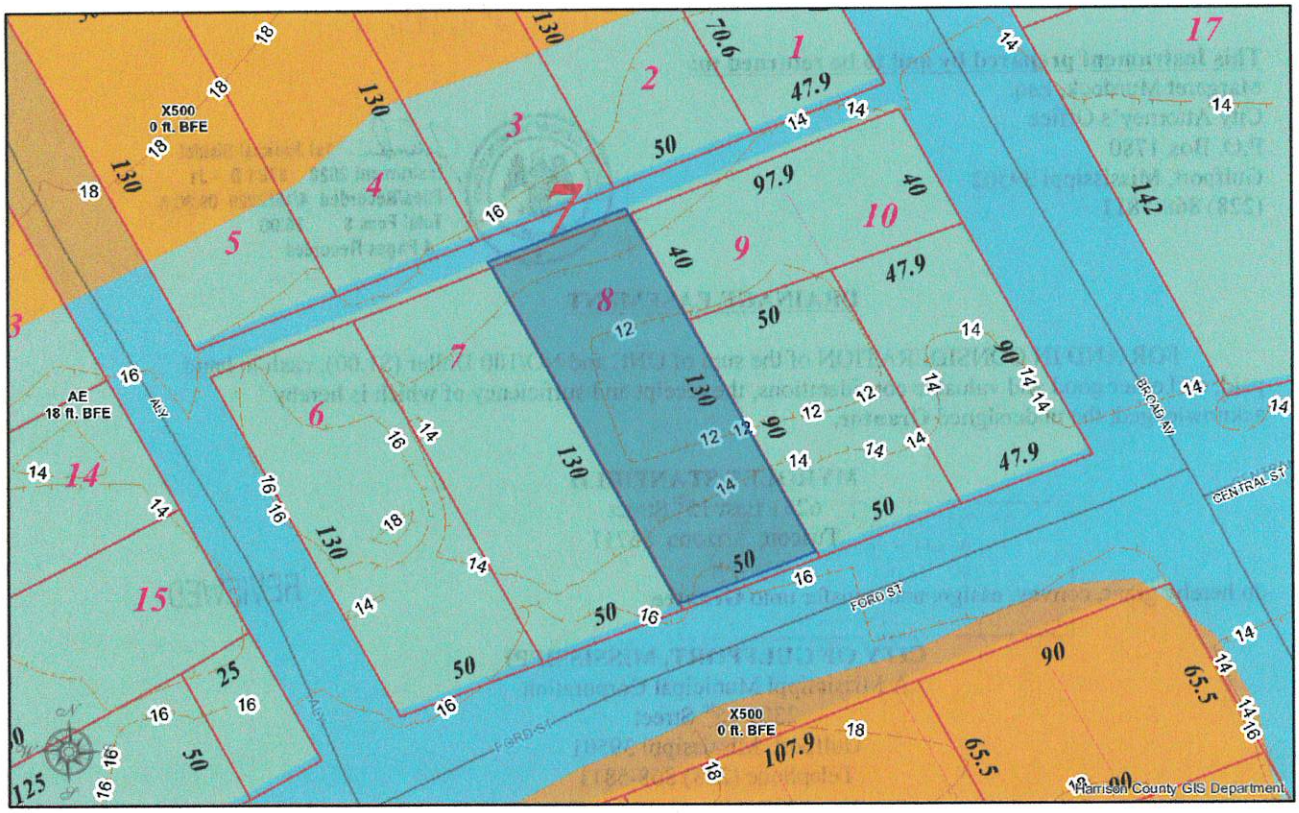
COMMENCING at a 3/8" rebar found marking the Southwest corner of Lot 6, Block 7 of the Beach Grove Addition, a subdivision according to a map or plat on file in Plat Book 2A at Page 166 in the Office of the Chancery Clerk of Harrison County at Gulfport, Mississippi; thence run North 69°19'41" East, along the South line of said Block 7 and the North right-of-way line of Ford Street (50' right-of-way) for a distance of 93.36 feet to the Southwest corner of Lot 8 of the above referenced subdivision; thence, leaving said South lot line and said North right-of-way line, run North 28°30'56" West, along the West line of said Lot 7 for a distance of 120.83 feet to the POINT OF BEGINNING of the herein described permanent utility easement; Thence, along said West lot line, continue North 28°30'56" West for a distance of 7.58 feet to a point at the Northwest corner of said Lot 8 and being along the South line of an existing alleyway; Thence, leaving said West lot line, run North 68°43'50" East along the North line of said Lot 8 and the South line of said existing alleyway for a distance of 21.66 feet to a point; Thence, leaving said North lot line and said South existing alleyway line, run South 67°52'56" East for a distance of 44.33 feet to a point on the East line of said Lot 8; Thence, along said East lot line, run South 28°30'56" East for a distance of 23.65 feet to a point; Thence, leaving said East lot line, run North 67°52'56" West for a distance of 67.55 feet to a point; Thence, run South 69°37'03" West for a distance of 6.81 feet to the POINT OF BEGINNING and containing 0.022 acres (946 sq. ft.), more or less.

MSEG
MISSISSIPPI ENGINEERING GROUP, INC.
143-A LeFleurs Square • Jackson, MS 39211
601-355-3516 • Fax 601-352-3945

CITY OF GULFPORT
HARRISON COUNTY, MISSISSIPPI
STORMWATER REPAIR & REPLACEMENT - AREA 1
PROJECT # C06-076

PARCEL	PROJECT #	SHEET #
07110-03-020.000	C06076	1
SCALE 1"=30'	DATE APRIL 6, 2010	

My Map



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAL FLURRY,TAX ASSESSOR.

MAP DATE: April 27, 2020

0 50 100
Feet

URBAN DEVELOPMENT
PLANNING DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5710
Fax: 228-868-5708

Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

August 14, 2020

Myrolee Stanfield
6231 East 15th Street
Tucson, AR 85711

Re: Warrant 2008SC078: by agent Fearn Property Specialist, LLC, tax parcel 0711O-03-020.000, front setback requirements and underneath parking in the second layer, 4308 Ford Street, Zoned T3 (Sub-Urban Zone), Ward 2

To Whom It May Concern:

At their hearing on **Friday, August 14, 2020,** the Mississippi City SmartCode Consolidated Review Committee considered the above referenced warrant request. This letter will officially notify you that the CRC **approved** the request with the following conditions:

1. A warrant for 2 feet to allow a 4-foot west side yard setback where 6 feet is required
2. A warrant for 2 feet to allow an 18-foot front setback where 20 feet is required
3. No proposed construction plan was provided, the hypothetical sketch provided is not part of the approved request
4. All warrants, shall be void if the project has not commenced within one year of approval. Commencement shall include securing and maintaining a building permit, certificate of occupancy, or privilege license for the use in the application and shall generally conform to the site plan as approved. The applicant should keep a copy of this letter with their property records for future reference.

Any interested party that may feel aggrieved by the decision of the Consolidated Review Committee may file a written notice of appeal on or before fifteen (15) calendar days after the date of the CRC hearing. The notice of appeal and reasons for objecting to the decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This notice of appeal shall be forwarded as part of the record with the record and decision from the Consolidated Review Committee to the Zoning Board of Adjustment and Appeals. The Zoning Board of Adjustment and Appeals shall make a final decision based upon the record as submitted. Please contact this office for further details on the appeal process.

If you have any questions or comments, please contact this office.

Sincerely,
City of Gulfport Planning Division

RE: Zoning Map Amendment 2108PC127, by owners Yvonne and Errol Smith, tax parcel 0711O-03-020.000, Request to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Ford St, 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, August 26, 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, August 26, 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
			SMITH YVONNE (OWNER)	5169 ST. ANTHONY AVE	NEW ORLEANS	LA	70122
			Adjacent Property Owners				
	PPIN_NUM	PARCEL_ID	ownerCalc	addCalc	CITY	STATE/	ZIP
	23438	0711O-03-016.000	GULF COAST HOUSES II LLC	2750 BIENVILLE BLVD	GULFPORT	MS	39501
	23442	0711O-03-022.000	TWILA LLC	1922 25TH AVE	GULFPORT	MS	39501
	23433	0711O-03-011.000	FINK SHERYL LYNNE FULLENWIDER	717 BROAD AVENUE	GULFPORT	MS	39501
	90951	0711O-03-031.000	BARKLEY JARE L SR	21 KAISER LN	GULFPORT	MS	39507
	27319	0711O-03-028.000	MANN JOHN C -EST-	4315 FORD ST	GULFPORT	MS	39501
	98904	0711O-01-020.001	GULF HAVEN OAKS LLC	P O BOX 1925	GULFPORT	MS	39502
	23447	0711O-03-025.000	HALVERSON JEFFREY M	4307 FORD ST	GULFPORT	MS	39501
	24138	0711O-03-041.000	HEBERT PHYLLIS D & JAMES M	612 CAMP AVE	GULFPORT	MS	39501
	23440	0711O-03-019.000	WATKINS WAYNE E	1909 E PASS RD #D-11	GULFPORT	MS	39507
	24139	0711O-03-040.000	HILGEMAN DEBRA	1302 35TH AVE	GULFPORT	MS	39501
	130647	0711O-03-043.001	WLOSZCYNSKI PIOTR	401 DELAWARE AVE	NEW OREANS	LA	70117
n	24134	0711O-03-043.000	WLOSZCZYNSKI PIOTR	401 DELAWAR AVE	NEW ORLEANS	LA	70117
	30476	0711O-01-019.000	ISLAMIC CENTER OF GULFPORT INC	4302 W BEACH BLVD	GULFPORT	MS	39501
	117716	0711O-03-010.001	WRIGHT JAMES B JR -TRUSTEE-	P O BOX 249	LONG BEACH	MS	39560
	23429	0711O-03-008.000	LANGDON ANNMARIE J	4314 LEWIS ST	GULFPORT	MS	39501
	23437	0711O-03-015.000	LANGDON CRAIG & ANNMARIE J	4315 LEWIS ST	GULFPORT	MS	39501
	23452	0711O-03-032.000	GULF SOUTH PEDIATRIC CARDIOLOGY LLC	5908 OLDE OAK VIEW	OCEAN SPRINGS	MS	39564
	23434	0711O-03-012.000	MANEVAL MARK WILSON	715 BROAD AVE	GULFPORT	MS	39501
	23439	0711O-03-018.000	WATSON WANDA K	4312 FORD ST	GULFPORT	MS	39507
	23445	0711O-03-024.000	POUNDERS JEFFREY S	621 BROAD AVE	GULFPORT	MS	39501
	23446	0711O-03-026.000	LAUPP MICHELE R	4471 EASTWOOD DR APT 1	AMELIA	OH	45102
	23436	0711O-03-014.000	ROBY JERRI	4307 LEWIS STREET	GULFPORT	MS	39501
	23443	0711O-03-021.000	MILLER JANET ARLENE WEEKS	4100 WASHINGTON AVENU	GULFPORT	MS	39507
	23444	0711O-03-023.000	DAVIS WALLACE & JONES MARJORIE DAVI	4100 WASHINGTON AVE	GULFPORT	MS	39507
	23441	0711O-03-020.000	STANFIELD MYROLEE	6231 EAST 15TH STREET	TUCSON	AZ	85711
	30475	0711O-01-017.000	BORZIK MARY C -TRUSTEE-	708 BROAD AVE	LONG BEACH	MS	39560
	24135	0711O-03-042.000	TORRES JOSEPH P JR & MARLYN BRIGNAC	232 MIANO LANE	GARYVILLE	LA	70051
	90950	0711O-03-017.000	WALKER ERNEST E & PATRICIA M	301 BRENTWOOD STREET	BRANDON	MS	39042
	23430	0711O-03-009.000	WESTCOTT ROY N	1217 TRENTON ST APT 23B	NEW ORLEANS	LA	70112
	90953	0711O-03-044.000	YENTZEN JOSEPH JR & NANCY G	23052 ARCADIA RD	PASS CHRISTIAN	MS	39571
n	146199	0711O-03-044.001	YENTZEN JOSEPH JR & NANCY G	23052 ARCADIA RD	PASS CHRISTIAN	MS	39571

2108PC127

Zoning Map Amendment

Legend

- Site
- Adjacent Properties
- Street
- Alley
- Buildings
- Water Features

0 25 50 75

Yards

1 inch = 150 feet

N W E S

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

Cory Long

From: Edward Grimble <edward.grimble@att.net>
Sent: Friday, August 13, 2021 11:25 PM
To: Urban Development - Planners; Rose Grimble; Edward Grimble SR
Subject: RE: Zoning Map Amendment 2108PC127

Warning! This message was sent from outside the City of Gulfport email system and we were unable to verify the sender.

Urban Development
Planning Division
P.O. Box 1780
Gulfport, MS 39502

City of Gulfport Planning Commission,

The Property Owners of 4315 Ford Street , disapproved of the rezoning of tax parcel 0711O-03-20.000 from T3 (Sub-Urban Zone) to T4+(General Urban Zone "Plus"), Ford Street, Ward 2. Our concern is that we don't understand the long tern impact of this request should it be approved and the future home owner sale this property later or if they changed their thoughts on their initial plan. We are not able to attend the hearing scheduled for 26 August 2021 in person, but we request this email represent our official position of diapproval concerning the application of the Smith rezoning request.

Thanks

4315 Ford Street
Gulfport, MS 39501
256-724-0141

Cory Long

From: Edward Grimble <edward.grimble@att.net>
Sent: Wednesday, September 8, 2021 4:00 PM
To: Urban Development - Planners; Rose Grimble; Edward Grimble SR
Subject: Fw: Zoning Map Amendment 2108PC127

Warning! This message was sent from outside the City of Gulfport email system and we were unable to verify the sender.

Department of Urban Development
Planning Division
P.O. Box 1780
Gulfport, MS 39502

City of Gulfport Planning Commission,

The Property Owners of 4315 Ford Street , disapproved of the rezoning of tax parcel 0711O-03-20.000 from T3 (Sub-Urban Zone) to T4+(General Urban Zone "Plus"), Ford Street, Ward 2. Our concern is that we don't understand the long tern impact of this request should it be approved and the future home owner sale this property later or if they changed their thoughts on their initial plan. We were not able to attend the hearing scheduled for 26 August 2021 in person, but we sent email with our concerns and disapproval. We received another letter indicating that the hearing was tabled for 23 September 2021. We will not be able to attend the 23rd September hearing as well and would like this followup email represent our official position of diapproval concerning the application of the Smith rezoning request.

Please, email the me the outcome of the hearing once determined.

Thanks!

4315 Ford Street
Gulfport, MS 39501

----- Forwarded Message -----
From: Edward Grimble <edward.grimble@att.net>
To: planners@gulfport-ms.gov <planners@gulfport-ms.gov>; Rose Grimble <rgrimble@redfcu.org>; Edward Grimble <edward.grimble@att.net>
Sent: Thursday, September 2, 2021, 11:03:12 PM CDT
Subject: Re: Zoning Map Amendment 2108PC127

Planning Commission POC,

Due to my wife and I could not attend the hearing can someone share the final outcome of the rezoning request?

Thnaks!

On Friday, August 13, 2021, 11:24:50 PM CDT, Edward Grimble <edward.grimble@att.net> wrote:

Urban Development
Planning Division
P.O. Box 1780
Gulfport, MS 39502

City of Gulfport Planning Commission,

The Property Owners of 4315 Ford Street , disapproved of the rezoning of tax parcel 0711O-03-20.000 from T3 (Sub-Urban Zone) to T4+(General Urban Zone "Plus"), Ford Street, Ward 2. Our concern is that we don't understand the long tern impact of this request should it be approved and the future home owner sale this property later or if they changed their thoughts on their initial plan. We are not able to attend the hearing scheduled for 26 August 2021 in person, but we request this email represent our official position of diapproval concerning the application of the Smith rezoning request.

Thanks

4315 Ford Street
Gulfport, MS 39501
256-724-0141

DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5710
Fax: 228-868-5708

Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

August 27, 2021

Yvonne & Errol Smith
5169 St. Anthony Ave
New Orleans, LA 70122

RE: Zoning Map Amendment 2108PC127, by owners Yvonne and Errol Smith, tax parcel 0711O-03-020.000, Request to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Ford St, Ward 2

To Whom It May Concern:

At their public hearing on **Thursday, August 26, 2021,** the Gulfport City Planning Commission **tabled** the hearing on the above referenced case.

The City of Gulfport Planning Commission will hold a public hearing to consider the above request at 4:30 P.M., **Thursday, September 23, 2021,** in the Council Chambers at the Gulfport City Hall, located at 2309 15th Street. A copy of the petition will be available for public review at the office of the Department of Urban Development – Planning Division located at 1410 24th Ave. in the Hardy building.

It is your option whether or not to appear personally and/or speak for or against the request at the scheduled hearing. If you are unable to attend the public hearing, you may submit your opinion in writing and request that it be read into the public record. If you desire, it is also your choice to be represented by an agent or attorney.

Any interested party that may feel aggrieved by the Planning Commission recommendation is entitled to have their objection considered by filing a written notice of objection on or before fifteen (15) days after the date of the Planning Commission hearing. The objection and reasons for objecting to the recommended decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This objection shall be forwarded as part of the record with the record and recommendation from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting.

If you have any questions or comments, please contact this office.

Sincerely,
City of Gulfport Planning Division

c. Adjacent property owners