

AGENDA
GULFPORT CITY PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
THURSDAY, NOVEMBER 18, 2021 AT 4:30 PM

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

F1. Planning Commission Meeting - October 28, 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 2108PC128:**

Zoning Map Amendment 2108PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.000, Request zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

2. 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

3. Resubdivision 2110PC157:

Resubdivision 2110PC157, by agent Jacques P. Pucheu, tax parcels 1009K-03-001.000, 1009L-02-001.000, Divide into 6 new parcels, Dolphin Lane and Creel Cr., Zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family), Ward 5

4. Planning Commission Approval 2110PC160:
Tabled to November 18, 2021 meeting

Planning Commission Approval 2110ZB160 , by owner Kaleb Fredericks, tax parcel 0810E-02-104.000, Request for duplex use, Monroe St, Zoned R-1-5 (Single-family), Ward 3

5. Zoning Map Amendment 2110PC162:

Zoning Map Amendment 2110PC162, by agent Felix L. Lee, tax parcels 0811E-02-018.000, 0811E-02-019.000, Request to rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1715 and 1721 29th Avenue, Ward 2

6. Resubdivision 2110PC163:

Resubdivision 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thornton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

7. Resubdivision 2110PC164:

Resubdivision 2110PC164, by agent William Tully Rhodes, tax parcel 0807I-01-007.000, Divide into seven new parcels, Duckworth Road, Zoned R-1-15 (Single-family), Ward 3

8. General Plan 2110PC165:

General Plan 2110PC165, by Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 and 0908E-01-001.001, Approval of General plan for 43-lot subdivision (Florence Gardens Phase X), Music St., Zoned R-1-7.5 (Single-family), Ward 6

9. Resubdivision 2110PC166:

Resubdivision 2110PC166, by agent Heinrich & Associates, tax parcel 0707O-01-004.000, Divide into 2 new parcels, 13558 John Clark Rd, Zoned R-1-15 (Single-family), Ward 7

10. Final Plat 2110PC167:
Removed by Administration

Final Plat 2110PC167, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-022.000, Approval of Final Plat for 19-lot subdivision (Gulfview Villas), E Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2.

11. Final Plat 2110PC168:
(Tabled to November 18, 2021 meeting)

Final Plat 2110PC168, by agent Heinrich and Associates, LLC, tax parcel 0808K-03-133.000, Approval for Zero Lot Line Final Plat for a 62-lot subdivision (Camden Court), Dye Rd, Zoned R-2 (Single-family), Ward 7

12. Final Plat 2110PC169:
Removed by Administration

Final Plat 2110PC169, by agent Heinrich & Associates, LLC., tax parcel 0911B-02-051.000, Approval of Final Plat for a 10-lot townhome development (Courtyards At The Courthouse Pier), Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

13. Planning Commission Approval 2111PC172:

Planning Commission Approval 2111PC172, by agent Heather L. Wilson, tax parcel 0808D-01-004.000, Requests home occupation for hobby sales of homemade soap, 12505 Depew Road, Zoned R-1-10 (Single-family), Ward 7

14. Planning Commission Approval 2111PC174:

Planning Commission Approval 2111PC174, by owner Hazel Ann Beavers, tax parcel 0711L-02-029.001, request home occupation for a mobile notary, 1608 Rhorer Ave. Zoned R-1-7.5 (Single-family), Ward 1

15. Final Plat 2111PC175:

Final Plat 2111PC175, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908D-01-009.000, 0908D-01-010.000, 0908D-01-011.000, 0908D-01-015.000, 0908E-01-001.000 Approval of Final Plat 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

16. Zoning Map Amendment 2111PC176:

Zoning Map Amendment 2111PC176 , by agent Freddie Fountain, tax parcel 0907J-01-001.005, Requests to rezone from R-1-15 (Single-family) to R-B (Residence business), Three Rivers Rd, Ward 6

17. General Plan 2111PC177:

General Plan 2111PC177, by owner River Point Estates, LLC, tax parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, and 1007O-01-028.008, Approval of

General Plan for a 7-lot subdivision (River Point Estates), O'neal Rd, Zoned R-E (Residence estate), Ward 6

18. Planning Commission Approval 2111PC179:

Planning Commission Approval 2111PC179, by owners Khristopher and Kayla Dedeaux, tax parcel 1008F-01-003.037, Request home occupation for online women's clothing boutique, 10830 Plummer Circle, Zoned R-1-10 (Single-family), Ward 6

19. Special Exception 2112SE181:

Special Exception 2112SE181, by agent Ryan Goldin, tax parcel 0910B-04-025.000, Requests a Day Care use, 55 51st St, Zoned R-1-7.5 (Single-family), Ward 4

G4. Other Business

H. Adjournment

MINUTES
GULFPORT CITY PLANNING COMMISSION
Thursday, October 28, 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 **4:30 pm**
- D. **Determination of a Quorum**: A roll call was performed and a quorum was determined.

BOARD MEMBERS PRESENT:

WM. PRINCE JONES
TIM DAIGLE JR.
VIRGINIA ADOLPH
DOUG HANCOCK
BJ SELLERS

BOARD MEMBERS ABSENT:

KEITH WILLIAMS
CHARLIE HEWES
BRANDON ELLIOTT
HAROLD SPANN
JOHN ANTHONY

STAFF MEMBERS PRESENT:

GREG HOLMES
CORY LONG
SU-LIN BOLIN

COURT REPORTER:

NORMA SOROE

On October 28, 2021 the Planning Commission Meeting was cancelled due to lack of quorum.

THESE MINUTES WERE APPROVED NY A VOTE OF THE PLANNING COMMISSION.

WILLIAM PRINCE JONES, Secretary

Date: _____

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: **Zoning Map Amendment 2108PC128:**

Zoning Map Amendment 2108PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.000, Request zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2108PC128

Hearing Date: November 18, 2021

Current Zoning/Use: R-1-10 / Vacant

Legal: Zoning Map Amendment 2108PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.000, Request to zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove**, by **clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 18.8 acres of property from R-1-10 (Single-family) district to a T4+ (General Urban Zone "Plus") zone. Currently, the property is vacant land and as stated by the applicant, the property was previously part of Smart Code Overlay (T4L & T3) zoning district. The applicant state a change in condition as warrant for this change in zoning due to the desire to create a denser populated area compared to the current zoning. This also allows the area to be similar in appearance to the T4+ layout to the adjacent south of the proposed rezoning area, helping with the overall appearance and master plan goal for Florence Gardens. On August 26, 2021, this case was approved by the Planning Commission. However, the applicant submitted an incorrect parcel number on the application. Therefore, the case had to be re-advertised in the Sun Herald and must be approved by the board.

According to Florence Gardens development schedule, construction will start November 1, 2021 through January 31, 2021.

Technical Report

Zoning Map Amendment

EXECUTIVE SUMMARY

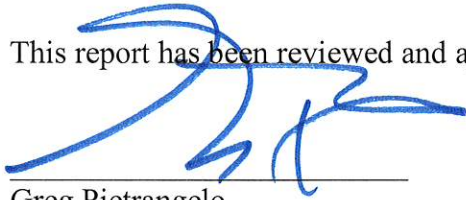
This area is currently zoned R-1-10 (Single-family) district and located adjacent to a T4+ (General Urban Zone "Plus") zoning district. Therefore, the rezoning would be in harmony with the existing area. Further, on August 26, 2021, this case was approved by the Planning Commission. However, the applicant submitted an incorrect parcel number on the application. Therefore, the case had to be re-advertised in the Sun Herald and must be approved by the board.

Any approval should consider these conditions:

1. Approval would grant applicant to rezone property from R-1-10 (Single-family) district to a T4+ (General Urban Zone "Plus") zoning district.

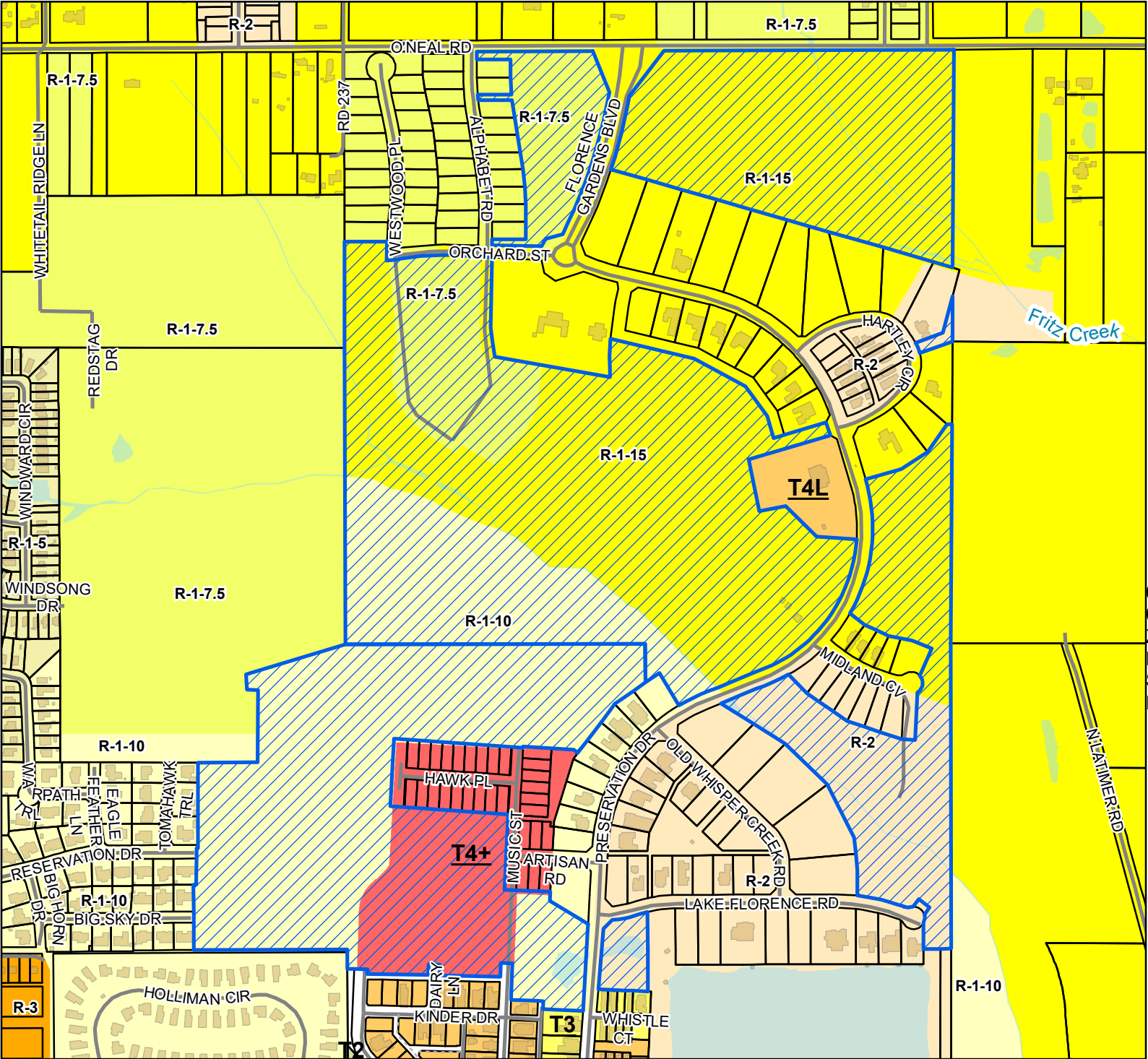
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo

Director of Urban Development Department



Site

Street

Alley

Parcels

Buildings

Water Features

Smart Code

T4+

T4L

T3

T2

Zoning

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

R-1-15 - Single Family Residence District (Low Density)

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

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

R-2 - Single Family Residence District (Medium Density)

R-3 - General Residence (High Density)

Site Information

0908E-01-001.001

0908C-01-001.000

Zoning: R-1-7.5 (Single Family)

R-1-15 (Single Family)

Size: 166.34 acres

Flood: X

0

90

180

270

Yards

1 inch = 615 feet

N

E

S

W

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 #: 2108pc 128Date Received: 9/17/21

Receipt #: _____

Received By: _____

Zoning: R-1-7.5 + R-175Ward: 6 Flood: X166.34

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

Property Information

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

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: West of Preservation Drive, East of Alphabet Road, North of Hawk Place, South of Fritz Creek**GENERAL DESCRIPTION OF REQUEST:**Rezone approximately 18.8 acres of property zones R-1-10 to T4+**OWNERSHIP AND CERTIFICATION:**

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

OWNER

Florence Gardens, LLC

 Printed Name Of Owner
 12321 Preservation Drive

Mailing Address

Gulfport MS 39503

 City State Zip code
 228-575-7738

 Home Phone Work/Cell Phone
 ryan@florencegardens.com

Email

Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

 Printed Name Of Agent
 131 Rue Magnolia

Mailing Address

Biloxi MS 39530

 City State Zip code
 228-436-7612

 Home Phone Work/Cell Phone
 nick@bmaengineers.com

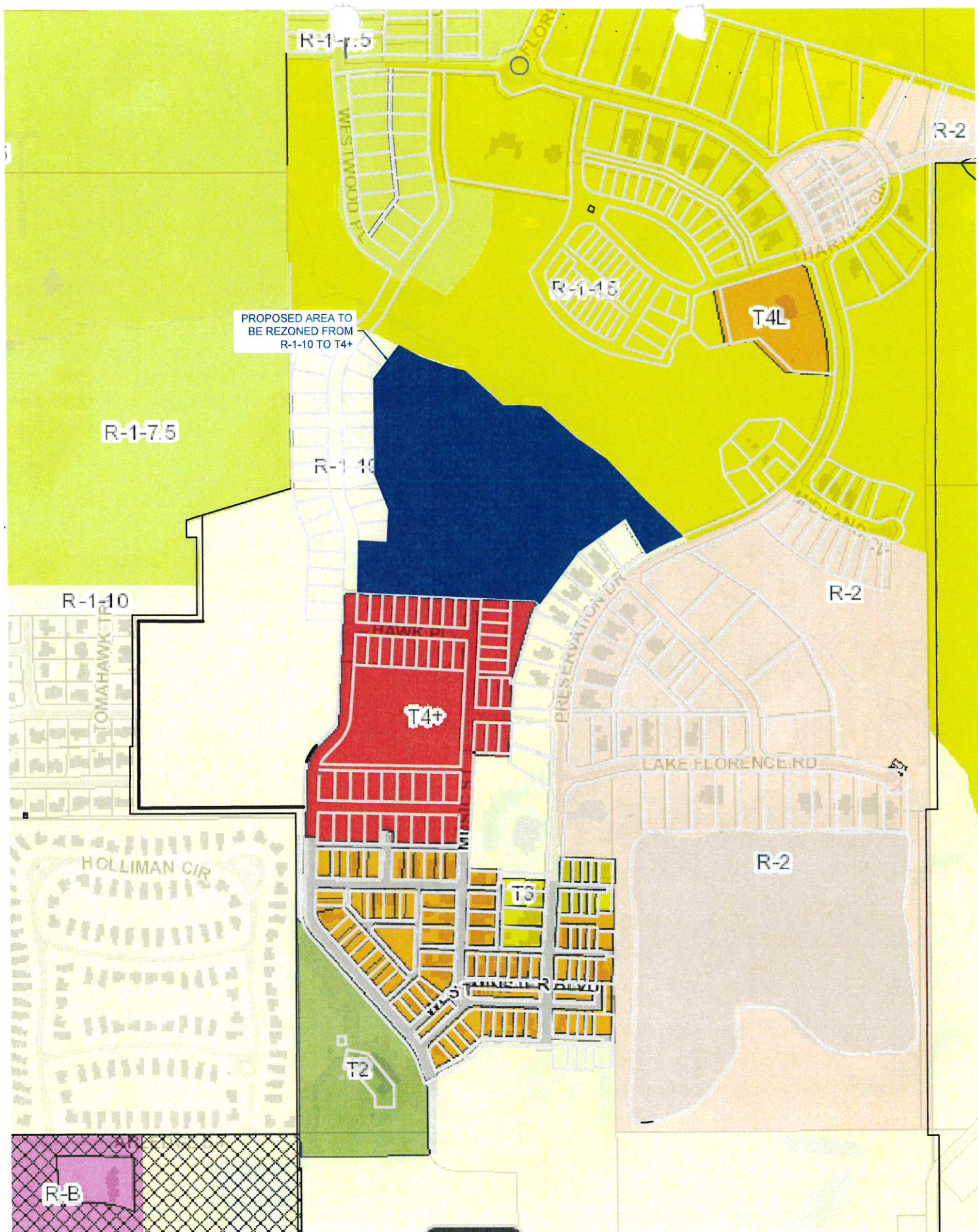
Email

Signature Of Agent

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

☐

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



June 30, 2021

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

**RE: Application for Zoning Map Amendment
Florence Gardens, LLC
Gulfport, Mississippi**

Dear Mr. Holmes:

Enclosed is a complete Application for Zoning Map Amendment for Tax Parcel No(s). 0908E-01-001.001 & 0908C-01-001.000. Please find attached the following:

- Zoning Map Amendment application,
- Proof of ownership,
- Notarized authority to act as agent for owner,
- Proposed site plan and
- Written statement for rezoning request.

BMA hereby requests, on behalf of our client, Florence Gardens, LLC to rezone approximately 18.8 acres of property that was previously part of Smart Code Overlay (T4L & T3) and currently zoned R-1-10 to T4+.

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

Sincerely,



Nicholas Gant, P.E.

Attachments

June 30, 2021

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

**RE: Statement for Rezoning Request
Florence Gardens, LLC
Gulfport, Mississippi**

Dear Mr. Holmes:

Brown, Mitchell & Alexander, Inc. (BMA) hereby requests, on behalf of our client, Florence Gardens, LLC to rezone approximately 18.8 acres of property (Parcel Nos. 0908E-01-001.001 & 0908C-01-001.000) that was previously part of Smart Code Overlay (T4L & T3) and currently zoned R-1-10 to T4+.

We are submitting this request due to a **Change in Condition**. The condition which warrants this change in zoning is due to the desire to create a denser populated area compared to the current zoning. This also allows the area to be similar in appearance to the T4+ layout to the adjacent south of the proposed rezoning area, helping with the overall appearance and master plan goal for Florence Gardens.

Please see attached proposed development schedule detailing the anticipated time schedule for beginning and completion and any successive stages in the development.

BMA will represent the applicant / owner in all matters involving this request for re-zoning in the above mentioned parcel. Owner: Florence Gardens, LLC, 12321 Preservation Drive, Gulfport, MS 39503.

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

Sincerely,



Nicholas Gant, P.E.
Project Engineer

Attachments

June 30, 2021

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

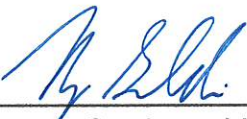
**RE: Rezoning Submittal
Florence Gardens (Tax Parcels: 0908E-01-001.001 & 0908C-01-001.001)
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located West of Preservation Drive; East of Alphabet Road; North of Hawk Place, Gulfport, Mississippi (also being tax parcels: 0908E-01-001.001 & 0908C-01-001.001).

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

Sincerely,



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


NOTARY



Florence Gardens, Development Schedule

ACTIVITY	START	FINISH	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL
Submit Rezoning Request	6-Jul	6-Jul	5 12 19 26	2 9 16 23 30	6 13 20 27	4 11 18 25	1 8 15 22 29	6 13 20 27	3 10 17 24 31	7 14 21 28	4 11 18 25	
Submit General Plan Application	6-Jul	3-Aug										
Planning Commission Rezoning Approval	6-Jul	26-Aug										
Planning Commission General Plan Approval	3-Aug	23-Sep										
Construction	1-Nov	31-Jan										
Final Plat Approval	1-Mar	28-Apr										

LIMITED LIABILITY COMPANY AUTHORIZING RESOLUTION

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

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

AGENTS:

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

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


Martin C. Goldin, Member/Manager

ATTEST:


Alan H. Goldin, Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



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

WARRANTY DEED

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

SEE ATTACHED EXHIBIT "A"

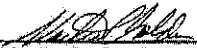
This conveyance is made subject to any and all recorded restrictive covenants, easements, rights of way, and oil, gas and mineral reservations of record.

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

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

SEAWAY DEVELOPMENT COMPANY, LLC

BY:


Martin C. Goldin, Member

3405H-09

~~3262-H~~

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

EXHIBIT A
Page 1

PARCEL I

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

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

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

A

EXHIBIT A
Page 2

PARCEL II

Being one and the same as that parcel acquired by Warranty Deed from Adrian O'Neal, et al, Trustees of the Edon Family Trust, dated September 28, 1998, and recorded in Deed Book 1426 at Page 206;

A PARCEL OF LAND BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, LYING SOUTH OF THE SOUTH MARGIN OF O'NEAL ROAD, AND ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP LOCATED AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 2, S00°13'23"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°24'10"W 2649.82' TO A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°08'28"E 1319.91' TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, N89°53'59"W 1346.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, N00°11'30"W 1327.36' TO A LIGHTARD KNOT FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, S89°46'21"W 1329.38' TO A WOOD FENCE CORNER POST FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°35'03"W 1343.79' TO AN IRON ROD FOUND AT A FENCE CORNER POST, BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°37'03"W 838.84' TO AN IRON PIPE FOUND; THENCE N00°24'31"E 451.93' TO AN IRON PIPE FOUND ON THE SOUTH MARGIN OF O'NEAL ROAD; THENCE ALONG SAID SOUTH MARGIN OF O'NEAL ROAD, N89°46'16"E 2715.42' TO THE POINT OF BEGINNING, CONTAINING 204.433 ACRES. SAID PROPERTY BEING SUBJECT TO A 5 ACRE SOUTHERN NATURAL GAS CORP. RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 AND DESCRIBED IN DEED BOOK 187, PAGE 530.

5

EXHIBIT A
Page 3

PARCEL III

Being one and the same as that parcel acquired by Alan H. Goldin, et al., by Warranty Deed from Lewis N. Vance and Jeff Vance dated July 15, 1998, and recorded in Deed Book 1416 at Page 417;

All of the NW 1/4 of the SE 1/4, all of the SW 1/4 of the SE 1/4, a portion of the NE 1/4 of the SW 1/4, Section 2, Township 7 South, Range 11 West; also a portion of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; said parcels of land being more particularly described as follows: For the Point Of Beginning, Commence at a light wood post located at the northeast corner of the NW 1/4 of the SE 1/4 of said Section 2; thence S 00°08'18" W 2867.72 feet along the east line of the W 1/2 of the SE 1/4 of said Section 2; thence continue S 00°08'18" W 1217.01 feet along the east line of the NW 1/4 of the NE 1/4 of said Section 11, to a point located on the southeast right-of-way of a 100-foot wide easement to Mississippi Power Company; thence S 67°22'17" W 268.00 feet along said southeast right-of-way of a 100-foot wide easement to Mississippi Power Company, to a point located on the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence S 89°27'02" W 842.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.36 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°28'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°58'19" W 687.36 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.26 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'05" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46, Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 289.51 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

Together with a non-exclusive, perpetual easement for ingress and egress more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi; thence South 89°57'10" East a distance of 334.29 feet to a point of beginning; thence Northeasterly along the arch of a curve to the right whose radius is 110.57 feet and delta angle is 89°35'04", a distance of 172.88 feet to a point; thence South 0°22'06" East a distance of 50 feet to a point; thence Southwesterly along the arch of a curve to the right whose radius is 60.57 feet and delta angle is 89°35'04" a distance of 94.57 feet to a point; thence North 89°57'10" West a distance of 50 feet to the point of beginning.

AND ALSO, the following parcel which is conveyed by quitclaim, without warranty and may be subject to claims of others:

A parcel of land within the SW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, lying North of the Mississippi Power Company easement and described as starting at the SE corner of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West and run West a distance of 465.6 feet for the point of beginning; thence continue West a distance of 203.9 feet; thence run South 84.3 feet; run thence Northeast along the Southern boundary of the Mississippi Power Company easement a distance of 220.6 feet to the point of beginning

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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

R. Goldin
FLORENCE GARDENS, LLC

DATE: 7-1-21

VP AND DIRECTOR OF OPERATIONS
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 1st day of July, 2021.

Anna Johnson
NOTARY PUBLIC
 JOHNSON
Commission Expires
July 19, 2022
HARRISON COUNTY

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			FLORENCE GARDENS, LLC (OWNER)	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
Y			BROWN, MITCHELL & ALEXANDER, INC (AGENT)	131 RUE MAGNOLIA	BILOXI	MS	39503
Adjacent Property Owners							
	129006	0908C-01-001.011	BAKER DONALD G & MARY A -TRUSTEES-	13059 HARTLEY CIR	GULFPORT	MS	39503
	53688	0908E-01-063.000	BALDWIN CLAUDIA V	113 BIG SKY DR	GULFPORT	MS	39503
	105582	0907N-01-003.003	BANKS ANNEITTA E	15350 HWY 49 N	GULFPORT	MS	39503
	144635	0908C-01-001.046	BARANELLO JOHN PAUL & PAMELA ANN	8502 NORTH EAST PINES DR	MERIDIAN	MS	39305
	129031	0908F-01-018.000	BARBAY TROY & JILL JOIA	12366 THREE RIVERS RD	GULFPORT	MS	39503
	134514	0908F-01-002.039	BATEMAN SHERRY DIANA & PHILLIP E	13145 WHISTLE COURT	GULFPORT	MS	39503
	129045	0908F-01-032.000	BENTZ JULIE	13095 LAKE FLORENCE DR	GULFPORT	MS	39503
	141424	0908F-01-071.000	BLACKMORE PAUL HOWARD & CHERIE LYNN	13337 KINDER DR	GULFPORT	MS	39503
	129050	0908C-01-001.024	BORMANN LEAANN	13058 MIDLAND COVE	GULFPORT	MS	39503
	134520	0908F-01-002.045	BRISTER GARY A	13213 WESTMINSTER BLVD	GULFPORT	MS	39503
	129010	0908C-01-001.015	BRODSKY ELIA & KAYCI A SLAGEL	12444 PRESERVATION DR	GULFPORT	MS	39503
	130173	0908C-01-001.028	BROSIG THOMAS J & ROBIN MIDCALF	12485 PRESERVATION DR	GULFPORT	MS	39503
	129044	0908F-01-031.000	BURRELL ANDREW C & ASHLEY	12562 LAKE VILLIAGE DRIVE	GULFPORT	MS	39507
	137357	0907N-01-001.060	CHAMBERLAIN DEBORAH R	13000 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129005	0908C-01-001.010	CHAPMAN ANDREW O & MARIANNA K	13055 HARTLEY CIRCLE	GULFPORT	MS	39503
	129003	0908C-01-001.008	CHAPUIS WILLIAM LYNN & BRENDA S	P O BOX 3121	GULFPORT	MS	39505
	53694	0908E-01-049.000	CLIFTON ROBERT VINCENT	136 RESERVATION DRIVE	GULFPORT	MS	39503
N	129051	0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA	C/O HELEN CLOWER ELMER	ARLINGTON	TX	76012
	134515	0908F-01-002.040	COBB DAPHNE	13141 WHISTLE COURT	GULFPORT	MS	39503
	145327	0908C-01-001.062	COOLEY MICHAEL T & WEEKS AMBER M	12505 ALPHABET RD	GULFPORT	MS	39503
	134521	0908F-01-002.046	CREEL JAMES E & NANCY A	13146 WHISTLE COURT	GULFPORT	MS	39503
	129002	0908C-01-001.007	CROMWELL JASON & JOANIE	P O BOX 3597	GULFPORT	MS	39505
	129001	0908C-01-001.006	CUTRER TERRY L & PAMELA S	4907-A COURTHOUSE RD	GULFPORT	MS	39507
	144646	0908C-01-001.057	DEL RIO EDDY M & LISA Y	12512 WESTWOOD PLACE	GULFPORT	MS	39503
	134530	0908F-01-002.055	DEMOLA MICHAEL C & SUZANNE	11993 MUSIC ST	GULFPORT	MS	39503
	129016	0908C-01-001.021	DENNIS PADRICK D & MARY M	12473 PRESERVATION DR	GULFPORT	MS	39503
	56925	0908D-01-015.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
N	16132	0908E-01-001.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
	129000	0908C-01-001.005	DOUGLAS DAVID EUGENE & GRACE ELAINE	13024 HARTLEY CIR	GULFPORT	MS	39503
	53710	0908E-01-046.000	EDWARDS SANDRA M	103 TOMAHAWK TRAIL	GULFPORT	MS	39503
	145193	0908E-01-001.112	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145191	0908E-01-001.110	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	145184	0908E-01-001.103	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145187	0908E-01-001.106	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39503
N	145188	0908E-01-001.107	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145189	0908E-01-001.108	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
N	145326	0908C-01-001.061	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145329	0908C-01-001.064	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145331	0908C-01-001.066	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
N	145658	0908C-01-001.071	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145663	0908C-01-001.076	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145664	0908C-01-001.077	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145666	0908C-01-001.079	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	129004	0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	GULFPORT	MS	39503
	53689	0908E-01-062.000	ESCOBAR MAURICIO	20280 LENNIA CUEVAS RD	SAUCIER	MS	39574
	53693	0908E-01-050.000	EVANS VIRGINIA H	134 RESERVATION DR	GULFPORT	MS	39503
	130174	0908C-01-001.029	FAIRLEY CLAYTON & REBECA	19219 ROAD 223	SAUCIER	MS	39574
	105585	0907N-01-003.006	FAMILY WORSHIP CENTER OF GULFPORT I	15011 PARKWOOD DRIVE	GULFPORT	MS	39503
	134519	0908F-01-002.044	FERREIRA ALEJANDRO E	13138 WHISTLE CT	GULFPORT	MS	39503
	56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	130171	0908C-01-001.026	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129054	0908F-01-039.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129048	0908F-01-035.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	130170	0908C-01-001.025	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133010	0908C-01-001.035	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133006	0908C-01-001.031	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133007	0908C-01-001.032	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133008	0908C-01-001.033	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133039	0908F-01-040.002	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	129055	0908F-01-040.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129042	0908F-01-029.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129053	0908F-01-038.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129040	0908F-01-027.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129041	0908F-01-028.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133015	0908F-01-045.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133041	0908F-01-040.004	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	129043	0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503

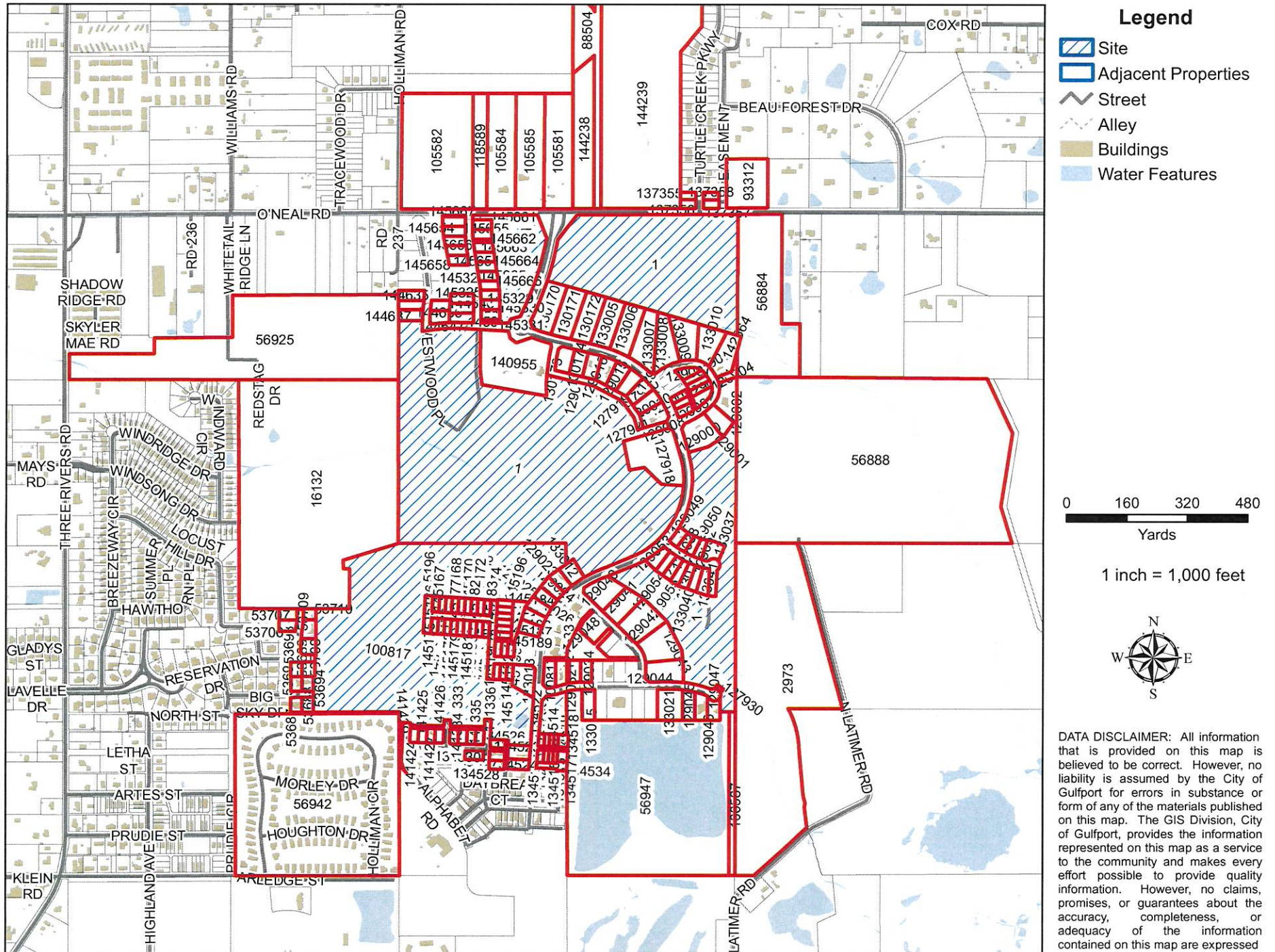
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133009	0908C-01-001.034	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133040	0908F-01-040.003	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	133038	0908F-01-040.001	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56947	0908F-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	141429	0908F-01-002.061	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	144637	0908C-01-001.048	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145194	0908E-01-001.113	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145196	0908E-01-001.115	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145166	0908E-01-001.085	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145167	0908E-01-001.086	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145168	0908E-01-001.087	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145169	0908E-01-001.088	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145170	0908E-01-001.089	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145171	0908E-01-001.090	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145172	0908E-01-001.091	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145173	0908E-01-001.092	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145174	0908E-01-001.093	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145192	0908E-01-001.111	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145190	0908E-01-001.109	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145185	0908E-01-001.104	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145186	0908E-01-001.105	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145183	0908E-01-001.102	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145175	0908E-01-001.094	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145176	0908E-01-001.095	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145177	0908E-01-001.096	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145178	0908E-01-001.097	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145179	0908E-01-001.098	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145180	0908E-01-001.099	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145181	0908E-01-001.100	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145182	0908E-01-001.101	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145665	0908C-01-001.078	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	145661	0908C-01-001.074	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145667	0908C-01-001.080	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	145654	0908C-01-001.067	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145655	0908C-01-001.068	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145656	0908C-01-001.069	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145657	0908C-01-001.070	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145662	0908C-01-001.075	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	134534	0908F-01-002.059	FLORENCE GARDENS RES NEIGHBORHOOD	OWNERS ASSOCIATION INC	GULFPORT	MS	39503
	106587	0908F-01-001.001	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39505
	2973	0908G-01-003.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503
	129008	0908C-01-001.013	FOX DUNCAN	12396 PRESERVATION DRIVE	GULFPORT	MS	39503
	141425	0908F-01-072.000	FREEMAN JUDY E	13333 KINDER DR	GULFPORT	MS	39503
	129014	0908C-01-001.019	GIBSON JASON & ERIN L	12469 PERSEVTION DR	GULFPORT	MS	39503
N	129015	0908C-01-001.020	GIBSON JASON THOMAS & ERIN LYNN	12469 PRESERVATION DR	GULFPORT	MS	39503
	134517	0908F-01-002.042	GIBSON TOM & PAM	13129 WHISTLE CT	GULFPORT	MS	39503
	141335	0908F-01-055.000	GILREATH MICHAEL H & CYNTHIA	13307 KINDER DR	GULFPORT	MS	39503
	129024	0908F-01-011.000	GOLDIN ALAN H & HOPE U	12223 PRESERVATION DR	GULFPORT	MS	39503
	133021	0908F-01-051.000	GOLDIN JASON	13099 LAKE FLORENCE RD	GULFPORT	MS	39503
	140955	0908C-01-001.037	GOLDIN MARTIN C	12503 PRESERVATION DR	GULFPORT	MS	39503
	127922	0908F-01-005.000	GOLDIN SCOTT LEE	12207 PRESERVATION DRIVE	GULFPORT	MS	39503
	134528	0908F-01-002.053	GRAY PHILLIP W & LILLIAN K	11990 MUSIC ST	GULFPORT	MS	39503
	127921	0908C-01-001.004	GUIROLA LOUIS JR & STEPHANIE	12453 PRESERVATION DR	GULFPORT	MS	39503
N	127930	0908F-01-002.000	GULFPORT CITY OF				0
	133037	0908F-01-037.001	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
N	129052	0908F-01-037.000	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
	133013	0908F-01-043.000	HENRY ROBERT C & DALYCE M	12187 PRESERVATION DR	GULFPORT	MS	39503
	134524	0908F-01-002.049	HERBERT ARTHUR J III & ELLEN G	11991 PRESERVATION DR	GULFPORT	MS	39503
	141334	0908F-01-054.000	HINES OWEN CLARK JR & KELLY FLYNN	13311 KINDER DRIVE	GULFPORT	MS	39503
	129009	0908C-01-001.014	HINKEBEIN ANDREW & THECLA	12440 PRESERVATION DRIVE	GULFPORT	MS	39503
	141333	0908F-01-053.000	HOLLEY NEIL E	13315 KINDER DR	GULFPORT	MS	39503
	56942	0908E-02-001.000	HOLLIMAN PLACE LLC	P O BOX 349	OXFORD	MS	38655
	129034	0908F-01-021.000	HOLMAN JAMES M & MELISSA A	13134 LAKE FLORENCE RD	GULFPORT	MS	39503
	129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
	141427	0908F-01-074.000	JACKSON AVERY & LAUREN	13323 KINDER DR	GULFPORT	MS	39503
	53708	0908E-01-048.000	KIRCH LINDA & PROCTOR ALAN -TRUSTEE	133 RESERVATION DR	GULFPORT	MS	39503
	134527	0908F-01-002.052	KROLL DONALD A & MARLENE B	11994 MUSIC STREET	GULFPORT	MS	39503
	144636	0908C-01-001.047	LANDON HOMES LLC	9113 OLD CCC CAMP ROAD	OCEAN SPRINGS	MS	39564
	134513	0908F-01-002.038	LAWSON DAVID W & ANN G	13149 WHISTLE CT	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	145328	0908C-01-001.063	LEIGH STANLEY & WYNELL	12530 ALPHABET RD	GULFPORT	MS	39503
	129025	0908F-01-012.000	LIEBERMAN STACY RESIDENCE TRUST	14231 SEAWAY RD STE 7000	GULFPORT	MS	39503
	105581	0907N-01-003.007	LOFTIN JIM H & CONSORCIA S-TRUSTEES	14481 AUTUMN CHASE	GULFPORT	MS	39503
	130172	0908C-01-001.027	LOVELL FRANK A & NANCY D	40 54TH ST	GULFPORT	MS	39507
	134526	0908F-01-002.051	MALONE RICHARD A	11998 MUSIC STREET	GULFPORT	MS	39503
	127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
	53687	0908E-01-064.000	MCKINNEY JOHNNY F	111 BIG SKY DR	GULFPORT	MS	39503
	145325	0908C-01-001.060	MELLO JOAQUIN NICOLAS & NICOLE T	12521 ALPHABET RD	GULFPORT	MS	39503
	129007	0908C-01-001.012	MITCHELL ROBERT ARTHUR	13063 HARTLEY CIR	GULFPORT	MS	39503
	137356	0907N-01-001.059	MY COTTAGE HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	127919	0908C-01-001.002	OTERO MICHAEL & STACEY L	12461 PRESERVATION DR	GULFPORT	MS	39503
	137358	0907N-01-001.061	PHAN JENNIFER HUYEN & HO GIAU THI N	13008 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129033	0908F-01-020.000	POOLE CRYSTAL DANIEL & MARCUS	13140 LAKE FLORENCE ROAD	GULFPORT	MS	39503
	134522	0908F-01-002.047	RAGLAND JOHN D & SHELLEY	13150 WHISTLE CT	GULFPORT	MS	39503
	93312	0907O-01-023.023	RANKIN OTIS G & DEBRA S	12530 O'NEAL RD	GULFPORT	MS	39503
	53690	0908E-01-061.000	RAY MARK STEVEN & DARI STARLING	145 GARY ST	GULFPORT	MS	39503
	141426	0908F-01-073.000	RICE SIDNEY EARL JR & SHELLY	13327 KINDER DR	GULFPORT	MS	39503
	134516	0908F-01-002.041	RIDDLE DONALD S & KATHLEEN M	13137 WHISTLE COURT	GULFPORT	MS	39503
	141336	0908F-01-056.000	ROGERS RANDALL S & SELENA R	13303 KINDER DR	GULFPORT	MS	39503
	129017	0908C-01-001.022	SERNA MARVIN JR	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
	144647	0908C-01-001.058	SPIERS BENNIE P & DEBRA J	12508 WESTWOOD PL	GULFPORT	MS	39503
	133005	0908C-01-001.030	STANICH CHARLES A & ROXANNE Q	3505 FORREST PRESERVE CIR	GAUTIER	MS	39553
	129047	0908F-01-034.000	SUROWIEC WALTER JOSEPH	13081 LAKE FLORENCE RD	GULFPORT	MS	39503
	129027	0908F-01-014.000	SWANGER DAWN & BRANDON	63 SHORELINE LN	GULFPORT	MS	39503
	53709	0908E-01-047.000	TATE BARBARA E & TURNER CARLOTTA	101 TOMAHAWK TRAIL	GULFPORT	MS	39503
	137355	0907N-01-001.058	TATE COREY RENEE JR	13009 TURTLE CREEK PKWY	GULFPORT	MS	39503
	53707	0908E-01-045.000	TOLAR TERRY	2620 RUE PALAFOX	BILOXI	MS	39531
	129026	0908F-01-013.000	TRAN JOHN H & TRAN H NGUYEN-TRUSTEE	12215 PRESERVATION DR	GULFPORT	MS	39503
	144239	0907N-01-001.099	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
N	144238	0907N-01-001.098	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
	88504	0907N-01-001.000	TURTLE CREEK SUBDIVISION LLC	P O BOX 4579	HOUSTON	TX	77210
	129032	0908F-01-019.000	VANN MICHAEL A & THERESA	13144 LAKE FLORENCE RD	GULFPORT	MS	39503
	56888	0908B-01-008.000	W C FORE TRUCKING CO INC	14270 CREOSOTE RD	GULFPORT	MS	39503
	129046	0908F-01-033.000	WALTZ ROBERT D & BRENDA M	13087 LAKE FLORENCE DRIVE	GULFPORT	MS	39503
	53706	0908E-01-044.000	WANZO VICTORIA L & WILLIE JR	102 TOMAHAWK TRAIL	GULFPORT	MS	39503
	145195	0908E-01-001.114	WARD DORIS DUNCAN	13225 ARTISAN RD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	129049	0908C-01-001.023	WARD PHILLIP	13062 MIDLAND COVE	GULFPORT	MS	39503
	142564	0908C-01-001.038	WESSON AUGUSTUS & ASHLEY	13050 HARTLEY CIRCLE	GULFPORT	MS	39503
	134523	0908F-01-002.048	WETZEL RAUN JOSEPH & VICTORIA R	11995 PRESERVATION DR	GULFPORT	MS	39503
	134518	0908F-01-002.043	WHITEMAN BRIDGET M & RALPH ANDREW	13130 WHISTLE COURT	GULFPORT	MS	39503
	145330	0908C-01-001.065	WINTER DAVID S & ANNE H	12514 ALPHABET DR	GULFPORT	MS	39503
	118589	0907N-01-003.008	YOCOM BRADLEY A & JEANIE M	13188 O'NEAL ROAD	GULFPORT	MS	39503
N	105584	0907N-01-003.005	YOCOM BRADLEY ALLEN & JEANIE MARIE	13188 O'NEAL RD	GULFPORT	MS	39503

Zoning Map Amendment



There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____ day of _____, 2021, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF R-1-10, (SINGLE-FAMILY RESIDENCE) R-1-15, (SINGLE-FAMILY RESIDENCE) R-1-7.5 (SINGLE-FAMILY RESIDENCE) DISTRICT TO T4+ (GENERAL URBAN ZONE “PLUS”) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that portions of ad valorem tax parcel numbers 0908E-01-001.001 and 0908C-01-001.000, which is generally described as being located north of Kinder Drive, south of and adjacent to O’Neal Road, east of Windward Drive, and west of and adjacent to Preservation Drive should be rezoned from its present classification of R-1-10, (Single-Family Residence) R-1-15, (Single-Family Residence) R-1-7.5, (Single-Family Residence) District to T4+ (General Urban Zone “Plus”) District. The Case File Number is 2108PC128.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of R-1-10, (Single-Family Residence) R-1-15, (Single-Family Residence) R-1-7.5 (Single-Family Residence) District to T4+ (General Urban Zone “Plus”) District.**

Those portions of Ad valorem tax parcel number 0908E-01-001.001 and 0908C-01-001.000 are legally described as:

Beginning at the Northwest corner of Lot 19, Florence Gardens, Phase 6, (Plat Book 58, Page 56); thence S 03°14'42" W 6.00 feet to a point; thence N 86°45'18" W 510.93 feet along the North boundary of said Phase 6 to a point; thence N 01°15'15" E 210.10 feet to a point; thence S 86°44'11" E 120.68 feet to a point; thence N 03°15'49" E 135.00 feet to a point; thence N 21°48'55" W 155.23 feet to a point; thence N 00°26'37" W 392.79 feet to a point; thence N 37°23'01" E 174.32 feet to a point; thence S 61°34'07" E 103.71 feet to a point; thence S 70°34'21" E 118.23 feet to a point; thence S 75°46'20" E 75.56 feet to a point; thence S 47°43'35" E 212.73 feet to a point; thence N 89°08'44" E 73.25 feet to a point; thence S 86°14'19" E 83.26 feet to a point; thence S 48°39'56" E 194.07 feet to a point; thence S 55°11'39" E 153.10 feet to a point; thence S 43°41'47" E 234.18 feet to a

point; thence S 46°16'48" E 211.63 feet to a point on the existing North right-of-way of Preservation Drive and the beginning of a curve to the left; thence Southwesterly 166.46 feet along said right-of-way and curve being concave to the Southeast, having a central angle of 10°13'40", with a radius of 932.51 feet, and also having a chord bearing and distance of S 64°56'55" W 166.24 feet to a point; thence N 30°33'19" W 168.71 feet to a point; thence S 55°04'12" W 241.48 feet to a point; thence S 37°05'18" W 268.37 feet to a point; thence N 52°54'42" W 24.00 feet to a point; thence N 86°50'36" W 228.28 feet to the Point Of Beginning. Said area containing 820,184 square feet, or 18.829 acres, more or less.

SECTION 2: The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee who requested rezoning of the property, which was subsequently rezoned by the Mayor and City Council must secure a building permit from the Building Official and commence construction within one year from the date of approval of rezoning by the City Council. If no building permit has been obtained and said plan development is not completed according to approved plans, the rezoning of said parcel shall be null and void and automatically revert back to its original zoning classification.

See also: COMPREHENSIVE ZONING ORDINANCE {Section IX (3) (b)} Reversion.

SECTION 3: For good cause being shown and the interest and welfare of the City of Gulfport, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and this Ordinance shall be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call vote:

YEAS: **ABSTENTIONS:** **ABSENCES:** **NAYS:**

WHEREUPON the President declared the motion carried and the Ordinance adopted, this

the _____ day of _____, _____.

(SEAL:)

ATTEST: _____ ADOPT: _____

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this
the _____ day of _____, _____.

BILLY HEWES, Mayor

RE: Zoning Map Amendment 2108PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.000, Request zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, 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, October 28, 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, October 28, 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.

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____ day of _____, 2021, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF R-1-10, (SINGLE-FAMILY RESIDENCE) R-1-15, (SINGLE-FAMILY RESIDENCE) R-1-7.5 (SINGLE-FAMILY RESIDENCE) DISTRICT TO T4+ (GENERAL URBAN ZONE "PLUS") DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that portions of ad valorem tax parcel numbers 0908E-01-001.001 and 0908C-01-001.000, which is generally described as being located north of Kinder Drive, south of and adjacent to O'Neal Road, east of Windward Drive, and west of and adjacent to Preservation Drive should be rezoned from its present classification of R-1-10, (Single-Family Residence) R-1-15, (Single-Family Residence) R-1-7.5, (Single-Family Residence) District to T4+ (General Urban Zone "Plus") District. The Case File Number is 2108PC128.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of R-1-10, (Single-Family Residence) R-1-15, (Single-Family Residence) R-1-7.5 (Single-Family Residence) District to T4+ (General Urban Zone "Plus") District.**

Those portions of Ad valorem tax parcel number 0908E-01-001.001 and 0908C-01-001.000 are legally described as:

Beginning at the Northwest corner of Lot 19, Florence Gardens, Phase 6, (Plat Book 58, Page 56); thence S 03°14'42" W 6.00 feet to a point; thence N 86°45'18" W 510.93 feet along the North boundary of said Phase 6 to a point; thence N 01°15'15" E 210.10 feet to a point; thence S 86°44'11" E 120.68 feet to a point; thence N 03°15'49" E 135.00 feet to a point; thence N 21°48'55" W 155.23 feet to a point; thence N 00°26'37" W 392.79 feet to a point; thence N 37°23'01" E 174.32 feet to a point; thence S 61°34'07" E 103.71 feet to a point; thence S 70°34'21" E 118.23 feet to a point; thence S 75°46'20" E 75.56 feet to a point; thence S 47°43'35" E 212.73 feet to a point; thence N 89°08'44" E 73.25 feet to a point; thence S 86°14'19" E 83.26 feet to a point; thence S 48°39'56" E 194.07 feet to a point; thence S 55°11'39" E 153.10 feet to a point; thence S 43°41'47" E 234.18 feet to a

point; thence S 46°16'48" E 211.63 feet to a point on the existing North right-of-way of Preservation Drive and the beginning of a curve to the left; thence Southwesterly 166.46 feet along said right-of-way and curve being concave to the Southeast, having a central angle of 10°13'40", with a radius of 932.51 feet, and also having a chord bearing and distance of S 64°56'55" W 166.24 feet to a point; thence N 30°33'19" W 168.71 feet to a point; thence S 55°04'12" W 241.48 feet to a point; thence S 37°05'18" W 268.37 feet to a point; thence N 52°54'42" W 24.00 feet to a point; thence N 86°50'36" W 228.28 feet to the Point Of Beginning. Said area containing 820,184 square feet, or 18.829 acres, more or less.

SECTION 2: The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee who requested rezoning of the property, which was subsequently rezoned by the Mayor and City Council must secure a building permit from the Building Official and commence construction within one year from the date of approval of rezoning by the City Council. If no building permit has been obtained and said plan development is not completed according to approved plans, the rezoning of said parcel shall be null and void and automatically revert back to its original zoning classification.

See also: COMPREHENSIVE ZONING ORDINANCE {Section IX (3) (b)} Reversion.

SECTION 3: For good cause being shown and the interest and welfare of the City of Gulfport, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and this Ordinance shall be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call vote:

YEAS: **ABSTENTIONS:** **ABSENCES:** **NAYS:**

WHEREUPON the President declared the motion carried and the Ordinance adopted, this

the _____ day of _____, _____.

(SEAL:)

ATTEST: _____ ADOPT: _____

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this
the ____ day of _____, _____.

BILLY HEWES, Mayor

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:**

IPL0044264

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

56.28

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**

October 6, 2021 4:11:37 PM EDT

Amount:

56.28

SCHEDULE FOR AD NUMBER IPL00442640

October 13, 2021

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00442640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 28, 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 2108PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.000, Request zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

Zoning Map Amendment 2109PC144, by agent Greg Smith, tax parcel 1011D-01-028.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), 157 Oleander Dr, Ward 2

Resubdivision 2110PC157, by agent Jacques P. Pucheu, tax parcels 1009K-03-001.000, 1009L-02-001.000, Divide into 6 new parcels, Dolphin Lane and Greel Cr, Zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family), Ward 5

Planning Commission Approval 2110ZB160, by owner Caleb Fredericks, tax parcel 0810E-02-104.000, Request for duplex use, Monroe St, Zoned R-1-5 (Single-family), Ward 3

Resubdivision 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thomson Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Resubdivision 2110PC164, by agent William Tully Rhodes, tax parcel 0807J-01-007.000, Divide into seven new parcels, Duckworth Road, Zoned R-1-15 (Single-family), Ward 3

General Plan 2110PC165, by Brown, Mitchell & Alexander, Inc., tax parcels 0908C-01-001.000 and 0908E-01-001.001, Approval of General plan for 43-lot subdivision (Florence Gardens Phase X), Music St, Zoned R-1-7.5 (Single-family), Ward 6

Resubdivision 2110PC166, by agent Heinrich & Associates, tax parcel 0707Q-01-004.000, Divide into 2 new parcels, 13558 John Clark Rd, Zoned R-1-15 (Single-family), Ward 7

Final Plat 2110PC167, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-022.000, Approval of Final Plat for 19-lot subdivision (Gulfview Villas), E Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Final Plat 2110PC168, by agent Heinrich and Associates, LLC, tax parcel 0808K-03-133.000, Approval for Zero Lot Line Final Plat for a 62-lot subdivision (Camden Court), Dye Rd, Zoned R-2 (Single-family), Ward 7

Final Plat 2110PC169, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-051.000, Approval of Final Plat for a 10-lot townhome development (Courtyards At The Courthouse Plan), Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

This the 10th day of September 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates:

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: 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

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2109PC144

Hearing Date: November 18, 2021

Current Zoning/Use: T6 / Vacant

Legal: 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

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 13,550 square feet of property from T6 (Urban Core) zone to a T4+ (General Urban Zone "Plus") zone. Currently, the property is vacant property. The applicant wish to build affordable housing on the property. The current zoning does not allow for this use, therefore, the applicant request to rezone the property to T4+ where the proposed use would be allowed by right.

The applicant has chosen change in conditions for the change of the current zoning district:

1. In regards to the change in condition, the applicant states, "This area was rezoned in 2007 from residential to the Smart Code, which restricts residential development and penalizes property owners, thus no development has occurred in this area. 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.
2. Mistake or error is not addressed by the applicant.

Technical Report

Zoning Map Amendment

3. Need is addressed by the applicant as this would create more affordable housing in this area which is needed.

EXECUTIVE SUMMARY

A site visit was conducted by staff on September 14, 2021 and found that multiple new single-family homes have been built in the surrounding area within the last year. The proposed use would be in harmony with the existing neighborhood. In addition, there have been several rezoning in this area as well. Further, the applicant states "Development of this property would begin within 180 days with completion within one year."

Any approval should consider these conditions:

1. Must comply with all rules and regulations.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



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

For Staff Use Only

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

Property Information

TAX PARCEL #

1	0	1	1	0

 -

0	1

 -

0	2	6

 .

0	0	0

Case File #: 2109PC14YDate Received: 8/2/21

Receipt #: _____

Received By: CLZoning: T6Ward: 2 Flood: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: 157 Oleander DriveLot(s) 53454, Block(s) _____, Subdivision Lakeland Subd.General Location: North of US Hwy 90, West of Coward Rd, South of Township Rd

GENERAL DESCRIPTION OF REQUEST:

Rezone property to F4+ 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

hillary.l.allen@gmail.com
Email

Matthew Allen Hillary Allen
Signature Of Owner

AGENT

Greg Smith
Printed Name Of Agent

P.O. Box 7704
Mailing Address

Gulfport MS 39506
City State Zip code

228-263-3456
Home Phone

gsmith1225@gmail.com
Email

Greg Smith
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,

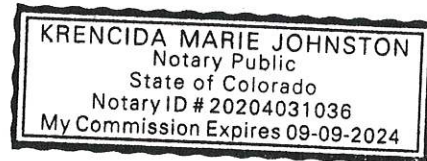
We, the undersigned owners of:

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

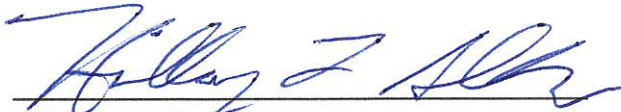
Do hereby authorize Greg Smith to act as our agent in Changing the zoning of the
aforementioned property.



Matthew E. Allen



Munida Jensen
County of: Douglas



Hillary L. Allen

AMENDMENT OF SMART CODE ORDINANCE

E.

CONDITIONS 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)

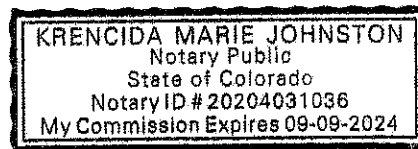
Personally appeared, Matthew Allen and Hillary Allen
(signers)

☒ 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 Johnston
Notary Signature

Krencida Johnston
Print Name

REVIEWED

SCANNED



John R. Simpson 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:
Harrison County, Mississippi

Lots 53 and 54, Lakeland Subdivision; First Judicial District of

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 OregonCOUNTY 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

STATE OF OregonCOUNTY OF Multnomah

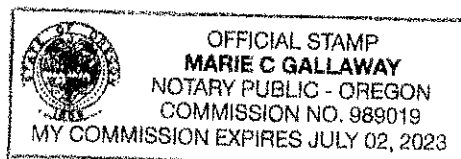
PERSONALLY came and appeared before me, the undersigned authority in and for the County and State, within my jurisdiction, the within named Maurice Milleur, who acknowledged to me that he is Co-Trustee, and that for and on behalf of said Trust, and act and deed, he executed the above and foregoing instrument,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

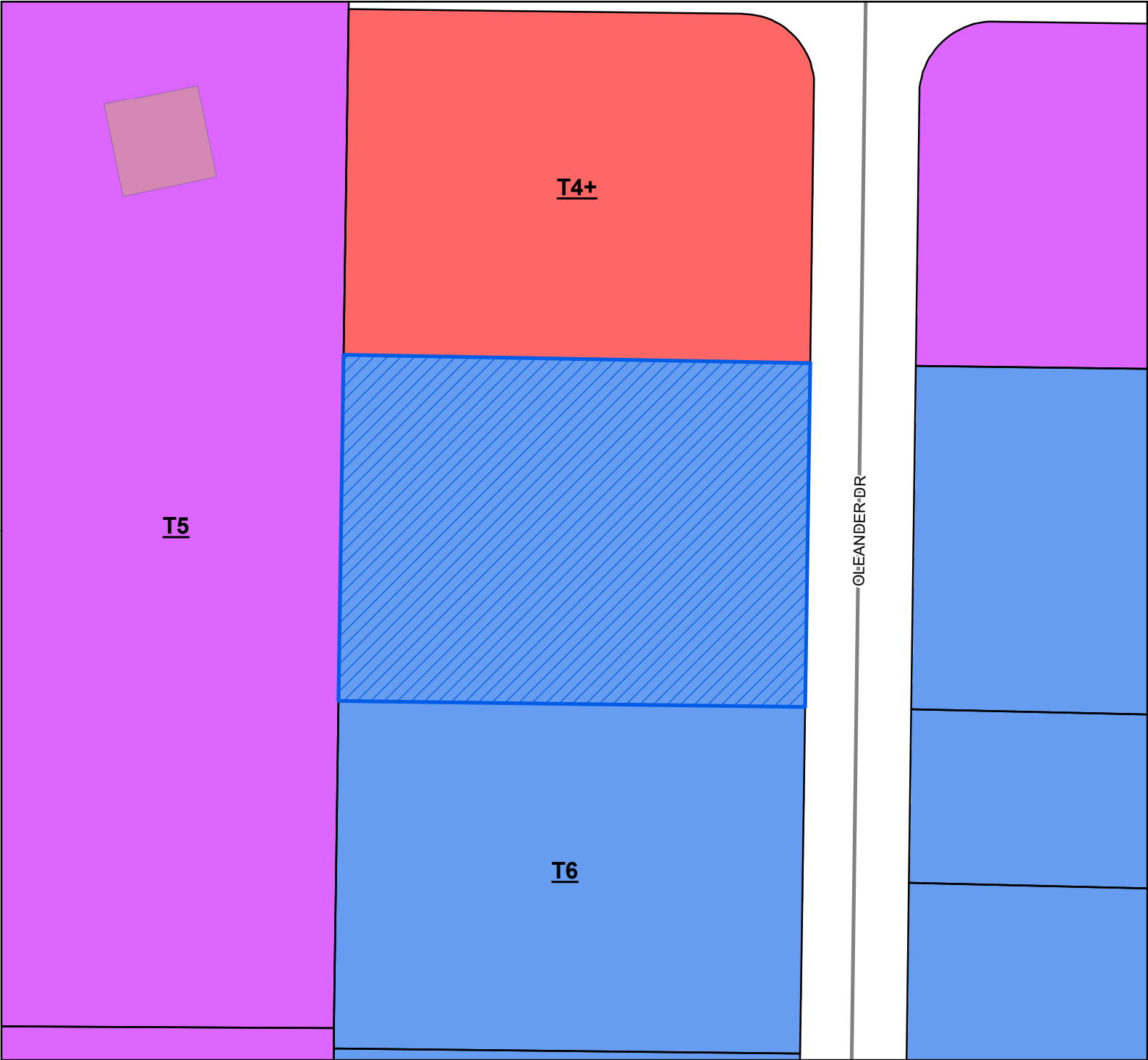
SWORN TO AND SUBSCRIBED BEFORE ME this, the 23rd day of April, 2021.

Marie C. Gallaway
NOTARY PUBLIC

My Commission Expires:

July 02, 2023





Site

Street

Parcels

Buildings

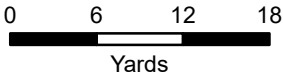
Smart Code

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%



1 inch = 40 feet



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



ELEVATION BASIS:

ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY ON-LINE POSITIONING USER SERVICE (OPUS) SOLUTIONS REPORTS. (GEOID18 NAVD83) HAVING AN ESTIMATED VERTICAL PRECISION = 0.033M (0.11' +/-)

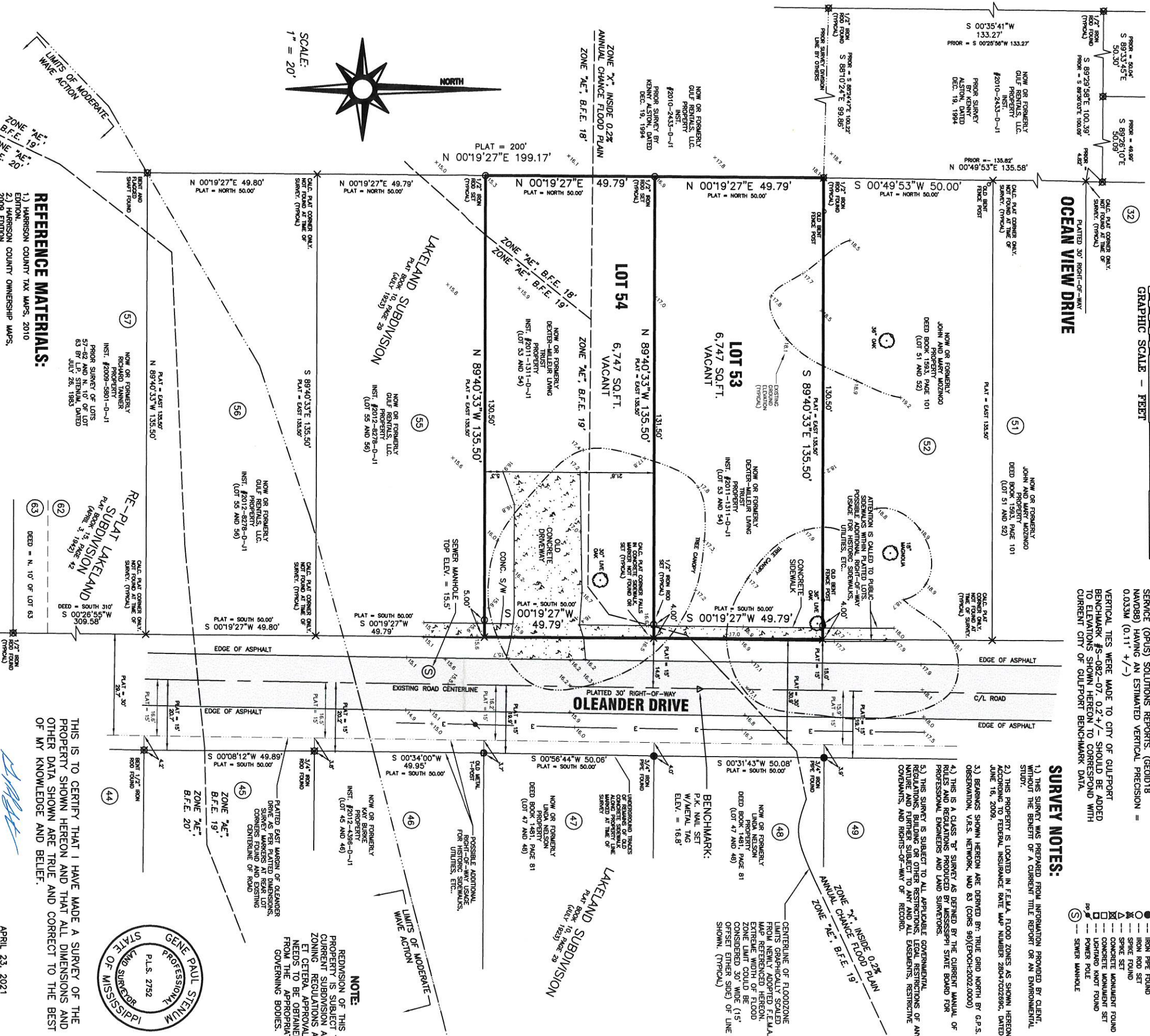
VERTICAL TIES WERE MADE TO CITY OF GULFPORT BENCHMARK #S-082-07, 0.2 +/- SHOULD BE ADDED TO ELEVATIONS SHOWN HEREON TO CORRESPOND WITH CURRENT CITY OF GULFPORT BENCHMARK DATA.

LEGEND:

- IRON PILE FOUND
- IRON ROD SET
- ⊗ SPK FOUND
- ⊕ SPK SET
- ⊠ CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- ⊕ LITHARD 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 FEMA FLOOD ZONES AS SHOWN HEREON ACCORDING TO FEDERAL INSURANCE RATE MAP NUMBER 2804702089G, 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 (DOCS 96)(EPOCH-2002.0000)
- 4.) THIS IS A CLASS "B" SURVEY AS DEFINED BY THE CURRENT ANNUAL 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 LOCAL ORDINANCES, RESTRICTIVE COVENANTS AND RIGHTS-OF-WAY OF RECORD.



REFERENCE MATERIALS:

- 1.) HARRISON COUNTY TAX MAPS, 2010
- 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 COUNTY, MISSISSIPPI.

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

FOR: GREG SMITH
3923 WASHINGTON AVE.
GULFPORT, MS. 39506

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

DATE: APRIL 28, 2021

APPROVED: GPS

PARTY CHIEF: RFW

DRAWN BY: MOS

REVIEWED:

PHONE: (228) 263-3456

DRAWING NUMBER:

19153 LOT 53 AND 54.dwg

DATE OF FIELD SURVEY

GENE PAUL STENUM, P.L.S. #2752

APRIL 23, 2021



NOTE:

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

EXPLANATION OF FLOOD ZONES
(OBTAINED FROM F.I.R.M. DESCRIBED HEREON)
ZONE
AE
X
LMWA

SPECIAL FLOOD HAZARD AREAS, SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, BASE FLOOD ELEVATIONS DETERMINED.

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.

Limit of Moderate Wave Action (LMWA)—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 LMWA 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.

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.

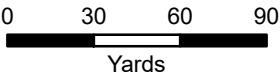
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, September 23, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office 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



Legend

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



1 inch = 200 feet



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DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

November 1, 2021

MATTHEW & HILLARY ALLEN(OWNER)
10812 SHAW CT
PARKER,CO,80134

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

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 Whom It May Concern:

The purpose of this letter is to inform you that the Gulfport City Planning Commission was unable to conduct the public hearing on October 28, 2021, due to lack of a quorum. This will advise you that the public hearing has been continued until **Thursday, November 18, 2021, at 4:30 P.M.** in the Council Chambers at the Gulfport City Hall, located at 2309 15th Street.

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.

A copy of the filed application to be considered and subsequent decision letter, after the public hearing, 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. You may also contract this office for details relating to this matter. Adjacent property owners will not be provided any further correspondence on the matter unless an appeal is filed but may, as stated above, contact this office for additional information.

Any interested party that may feel aggrieved by the decision of the Gulfport City Planning Commission may confirm by filing a written notice of appeal on or before fifteen (15) calendar days after the date of the Gulfport City Planning Commission 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 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. A filing fee for an appeal will apply. Please contact the above listed 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



DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

November 1, 2021

GREG SMITH(AGENT)
PO BOX 7704
GULFPORT,MS,39506

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

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

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

Sincerely,
City of Gulfport Planning Division

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:**

IPL0044264

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

56.28

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**

October 6, 2021 4:11:37 PM EDT

Amount:

56.28

SCHEDULE FOR AD NUMBER IPL00442640

October 13, 2021

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00442640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 28, 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 2108PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.000, Request zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

Zoning Map Amendment 2109PC144, by agent Greg Smith, tax parcel 1011D-01-028.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), 157 Oleander Dr, Ward 2

Resubdivision 2110PC157, by agent Jacques P. Pucheu, tax parcels 1009K-03-001.000, 1009L-02-001.000, Divide into 6 new parcels, Dolphin Lane and Greel Cr, Zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family), Ward 5

Planning Commission Approval 2110ZB160, by owner Caleb Fredericks, tax parcel 0810E-02-104.000, Request for duplex use, Monroe St, Zoned R-1-5 (Single-family), Ward 3

Resubdivision 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thomson Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Resubdivision 2110PC164, by agent William Tully Rhodes, tax parcel 0807J-01-007.000, Divide into seven new parcels, Duckworth Road, Zoned R-1-15 (Single-family), Ward 3

General Plan 2110PC165, by Brown, Mitchell & Alexander, Inc., tax parcels 0908C-01-001.000 and 0908E-01-001.001, Approval of General plan for 43-lot subdivision (Florence Gardens Phase X), Music St, Zoned R-1-7.5 (Single-family), Ward 6

Resubdivision 2110PC166, by agent Heinrich & Associates, tax parcel 0707Q-01-004.000, Divide into 2 new parcels, 13558 John Clark Rd, Zoned R-1-15 (Single-family), Ward 7

Final Plat 2110PC167, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-022.000, Approval of Final Plat for 19-lot subdivision (Gulfview Villas), E Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Final Plat 2110PC168, by agent Heinrich and Associates, LLC, tax parcel 0808K-03-133.000, Approval for Zero Lot Line Final Plat for a 62-lot subdivision (Camden Court), Dye Rd, Zoned R-2 (Single-family), Ward 7

Final Plat 2110PC169, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-051.000, Approval of Final Plat for a 10-lot townhome development (Courtyards At The Courthouse Plan), Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

This the 10th day of September 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates:

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: Resubdivision 2110PC157:

Resubdivision 2110PC157, by agent Jacques P. Pucheu, tax parcels 1009K-03-001.000, 1009L-02-001.000, Divide into 6 new parcels, Dolphin Lane and Creel Cr., Zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family), Ward 5

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2110PC157

Hearing Date: November 18, 2021

Current Zoning/Use: R-1-7.5 / Vacant

Legal: Resubdivision 2110PC157, by agent Jacques P. Pucheu, tax parcels 1009K-03-001.000, 1009L-02-001.000, Divide into 6 new parcels, Dolphin Lane and Creel Cr., Zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family), Ward 5

TECHNICAL DETAILS

The applicant requests to divide 23 acres into 6 newly created parcels, located at Dolphin Lane and Creel Circle on tax parcels 1009K-03-001.000 and 1009K-02-001.000 zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family district).

Thus, newly created parcels will be created as Parcel "A" to contain 12.33 acres, Parcel "B" to contain 1.08 acres, Parcel "C" to contain 1.02 acres, Parcel "D" to contain 1.13 acres, Parcel "E" to contain 1.25 acres, and Parcel "F" to contain 7.37 acres. Further, all lot widths and square footage requirements have been met by the applicant, however, Resubdivision Certificate shows a front setback of 20 feet and a side and rear setback of 6 feet which does not meet setback requirements. Therefore, Certificate must be corrected to a front setback of 25 feet and a side and rear setback of 8 feet.

The applicant has submitted a notarized covenant statement and each new parcel will have direct access to a dedicated public street. In addition, parcels shall have available capacity for water and sewer.

The Gulfport Subdivision Regulations require that:

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

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

Technical Report

Resubdivision

Any approval should consider these conditions:

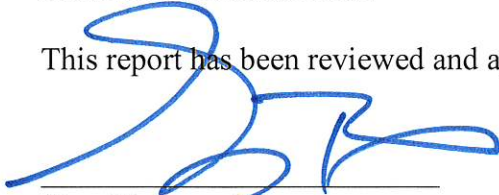
1. Resubdivision Certificate shows a front setback of 20 feet and a side and rear setback of 6 feet which does not meet setback requirements for the present zoning district. Therefore, Certificate must be corrected to a front setback of 25 feet and a side and rear setback of 8 feet before Resubdivision Certificate shall go before City Council.
2. New access to Parcel "A". Provide sewer and water service to each lot. Memo dated 10/19/2021.

DEPARTMENTAL CONDITIONS

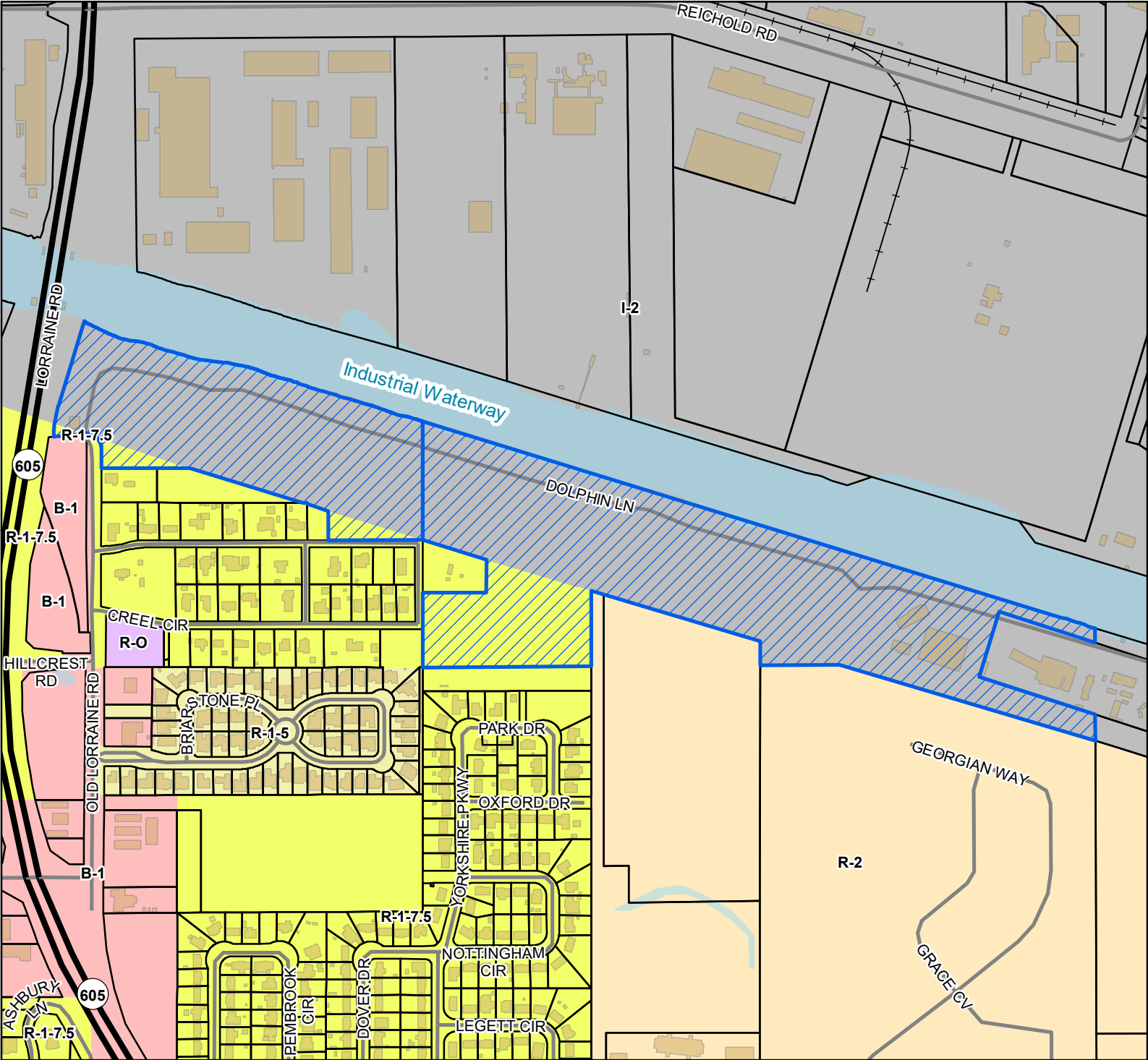
<u>Engineering:</u>	Conditions. New access to Parcel "A". Provide sewer and water service to each lot. Memo dated 10/19/2021.
<u>Public Works:</u>	See engineering comments. Memo dated 10/21/2021.
<u>Traffic and Safety:</u>	No comment as of 10/21/2021.
<u>Building Code Services:</u>	No conditions. Memo dated 10/18/2021.
<u>GIS:</u>	No conditions. Memo dated 10/19/2021.
<u>Police Department:</u>	No conditions. Memo dated 10/13/2021.
<u>Fire Department:</u>	No conditions. Memo dated 10/13/2021.
<u>City Arborist:</u>	No conditions. Memo dated 10/13/2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Legend

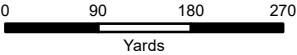
- Site
- US or State Highway
- Street
- Railroad
- Parcels
- Buildings
- Water Features

Zoning

- B-1 - Neighborhood Business District
- I-2 - Heavy Industry District
- 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-O - Residence-Office

Site Information

1009K-03-001.000
 1009L-02.001.000
 Zoning: I-2 (Heavy Industry Zone)
 R-1-7.5 (Single Family Zone)
 Size: 24.16 acres
 Flood: X, AE



1 inch = 560 feet



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

1	0	0	9	K
1	0	0	9	K

 -

0	3
0	2

 -

0	0	1
0	0	1

 •

0	0	0
0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: Dolphin Lane @ Creel Circle Gulfport

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

SUBDIVIDE 23± ACRES TO
DEVELOP AND SELL

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

BALD EAGLE DEVELOPMENT, LLC

Printed Name of Owner

8927 LOIRANE Road SUITE 204A

Mailing Address

GULFPORT MS 39503

City

State

Zip code

228-832-1845 228 760-3773

Home Phone

Work/Cell Phone

JACQUES@Edgefg.com

Email

Jacques P. Puchey
Signature of Owner

OWNER

AGENT

Jacques P. Puchey

Printed Name of Agent

SAME

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature of Agent

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



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



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Bald Eagle Developments, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1230515
Status:	Good Standing
Effective Date:	08/11/2020
State of Incorporation:	Mississippi
Principal Office Address:	8927 Lorraine Road #204-A Gulfport, MS 39503

Registered Agent

Name
Jacques P Pucheu 8927 Lorraine Road #204-A Gulfport, MS 39503

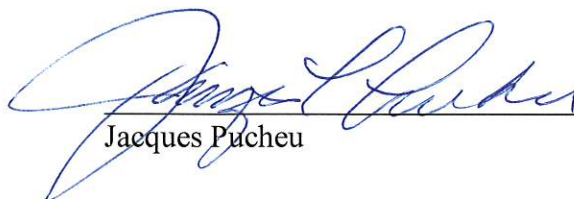
Officers & Directors

Name	Title
Jacques Paul Pucheu 12152 Kencrest Drive Gulfport, MS 39503	Member
David Cospelich 14461 Hatten Lane Gulfport, MS 39503	Member
Bruce A. Strain 6010 Vista Circle Gulfport, MS 39507	Member

AFFADAVIT

STATE OF MISSISSIPPI
HARRISON COUNTY

Now therefore be it resolved that there are no restrictive covenants prohibiting re-subdivision of the property located on Dolphin Lane or Creel Circle, Gulfport, Mississippi.


Jacques Pucheu

Sworn to and subscribed before me, this the 31st day of August, 2021.




Notary Public

SPECIAL MEETING OF THE MEMBERS
OF
BALD EAGLE DEVELOPMENTS, LLC

A special meeting of the Members of BALD EAGLE DEVELOPMENTS, LLC, organized and existing under and by virtue of the laws of the State of Mississippi, was held on the 31st day of August 2021, pursuant to a consent to hold the meeting without prior notice, such consent indicated by the signature(s) of all Members to these minutes.

There were present at the meeting the following Members:

Jacques P. Pucheu
Bruce A. Strain
David Cospelich

constituting all of the Members of the Company.

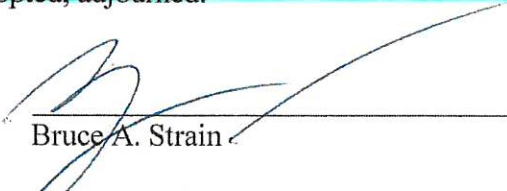
Upon motion duly made, seconded and unanimously adopted, Jacques P. Pucheu was chosen as Chairman and Bruce A. Strain was chosen as Secretary of the meeting.

The Chairman announced that the first order of business was that the Company wishes to appoint, authorize and empower Jacques P. Pucheu, Managing Member, to sign and act as agent on behalf of BALD EAGLE DEVELOPMENTS, LLC for the re-subdivision for the commercial property at Dolphin Lane, Gulfport, Mississippi 39503, with the City of Gulfport, Harrison County and/or Harrison County Development Commission.

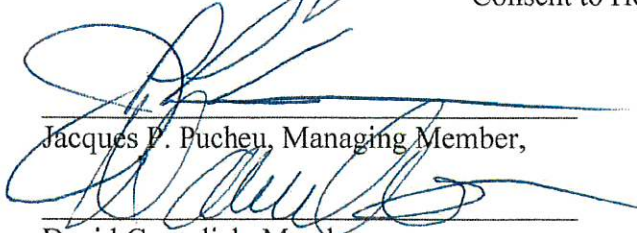
RESOLVED, that the Managing Member of the Company be, and is authorized and directed to sign and deliver all documents necessary for the re-subdivision.

The undersigned hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records of BALD EAGLE DEVELOPMENTS, LLC, a limited liability company duly formed pursuant to the laws of the State of Mississippi, and that this said resolution is now in full force and effect without modification or rescission.

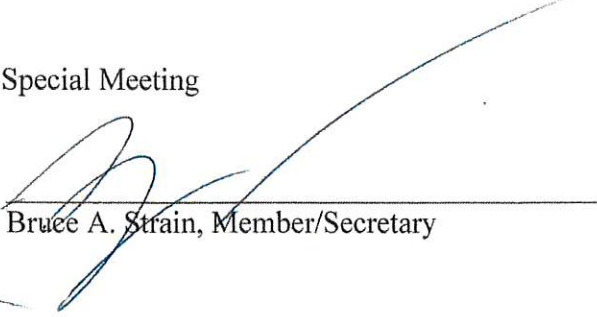
There being no further business to come before the meeting, it was, upon motion duly made, seconded and unanimously adopted, adjourned.


_____, Secretary
Bruce A. Strain

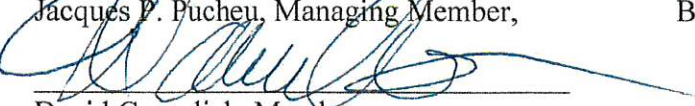
Consent to Hold Special Meeting



Jacques P. Pucheu, Managing Member,



Bruce A. Strain, Member/Secretary



David Cospelich, Member



SCANNED



Johnston 1st Judicial District
Instrument 2021 9522 D - J1
Filed/Recorded 7/ 1/2021 04:09 P
Total Fees \$ 26.00
5 Pages Recorded

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

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

INDEX: SW 1/4 & NE 1/4 & SE 1/4
NW 1/4 8 19-7-10

SPECIAL 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, we

HARRISON COUNTY DEVELOPMENT COMMISSION
12281 Intraplex Parkway
Gulfport, MS 39503
228-896-5020

and

HARRISON COUNTY BOARD OF SUPERVISORS
Harrison County Courthouse
Gulfport, MS 39501
228-865-4001

and jointly acting for and on behalf of

HARRISON COUNTY, MISSISSIPPI
Harrison County Courthouse
Gulfport, MS 39501
228-865-4001

do hereby sell, convey and specially warrant unto:

Bald Eagle Developments, LLC
6010 Vista Circle
Gulfport, MS 39503
(228) 896-6020

the following described real property situated and located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

(See Exhibit A attached)

INDEXING INSTRUCTIONS:

SW/R OF THE NE/4, AND SE/4 OF NW/4
section 19, Township 7 South, Range 10 West
First Judicial District of Harrison County, Mississippi

The above described property is no part the Grantors' homestead.

The above described real property shall be used for the purpose of residential or commercial development. Should Grantee fail to use the land for said purpose within one year from the date of the sale Seller have the option, but not the obligation, to repurchase such land at the purchase price as stated above.

This conveyance is subject to any and all recorded rights-of-way, easements and prior reservations of any oil, gas, minerals and other rights.

Taxes for the year 2021 are prorated between the Grantors and the Grantee with the Grantee paying same when due.

WITNESS THE SIGNATURES of the Grantor, this the 12 day of Jan, 2021.

HARRISON COUNTY DEVELOPMENT COMMISSION

BY: 
Frank Castiglia, Jr., President

ATTEST:

[Signature]
Joh 'Shorty' Sneed, Secretary

HARRISON COUNTY BOARD OF SUPERVISORS

BY: [Signature]
Beverly Martin, President

ATTEST:

[Signature]
John McAdams, Chancery Clerk

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the 12 day of Jan of _____ 2021, the undersigned authority in and for the County and State aforesaid, the within named Frank Castiglia, Jr., President and John 'Shorty' Sneed, Secretary of the Harrison County Development Commission, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Development Commission, they having full authority to do so.

WITNESS my hand and official seal of office on this the 12 day of Jan 2021.

My Commission Expires:



[Signature]
NOTARY PUBLIC

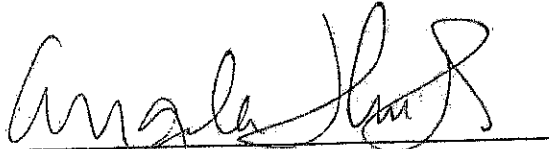
4

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the 8th day of February, 2021, the undersigned authority in and for the County and State aforesaid, the within named John McAdams, Chancery Clerk of Harrison County, Mississippi and Beverly Martin, President of the Harrison County Board of Supervisors, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Board of Supervisors, they having full authority to do so.

WITNESS my hand and official seal of office on this the 8th day of February, 2021.


NOTARY PUBLIC

My Commission Expires

6.24.2021



5

EXHIBIT "A"

To Special Warranty Deed by the Harrison County Development Commission,
Acting For And On Behalf Of Harrison County, Mississippi, to
Bald Eagle Developments, LLC

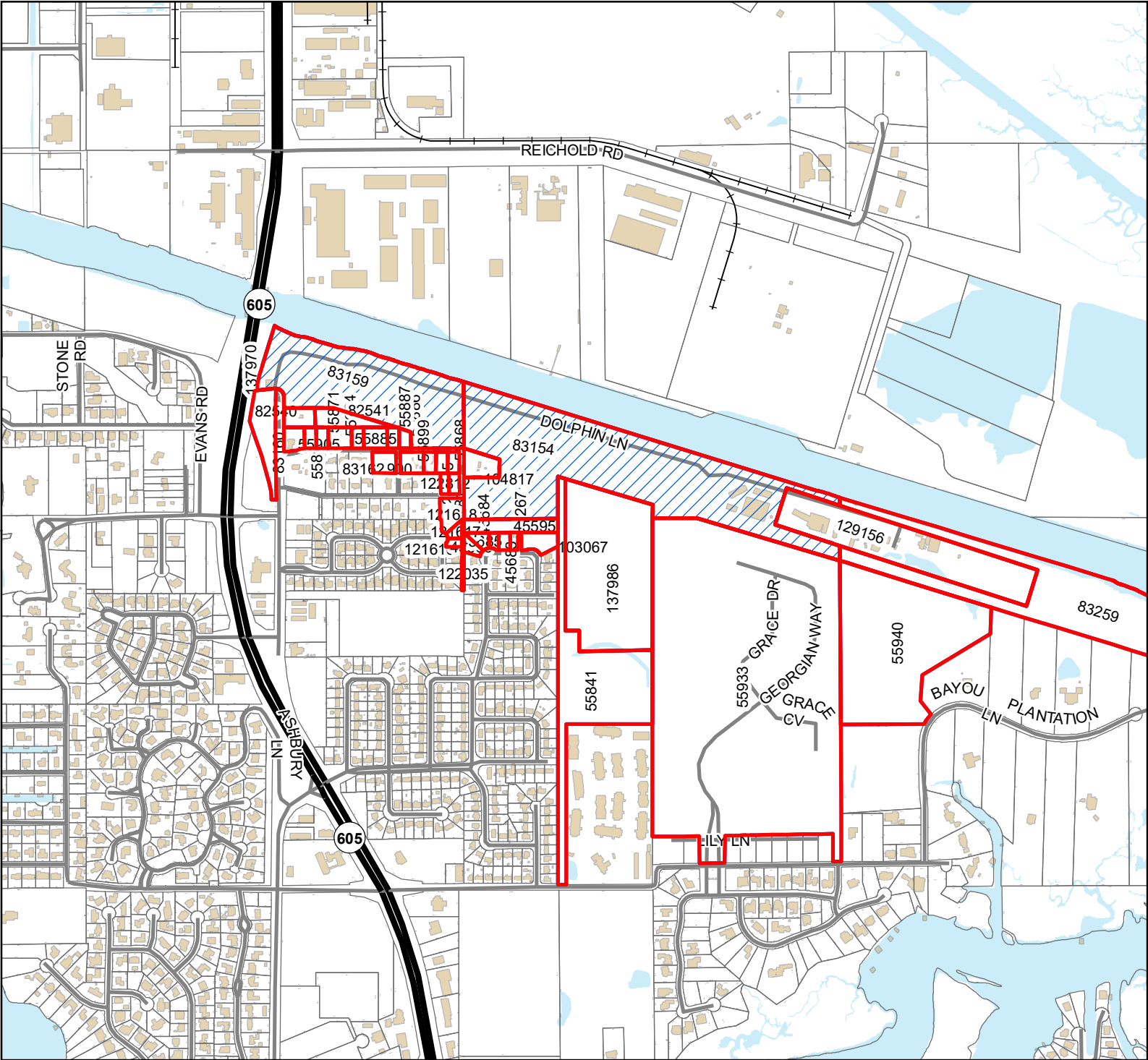
**LEGAL DESCRIPTION
(PER SURVEY)**

A parcel of land situated in the SW 1/4 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at a 2" iron pipe with a re-bar inside, said point being recognized as the Southwest corner of the SW 1/4 of the NE 1/4 of Section 19, Township 7 South, Range 10 West, Gulfport, Harrison County, Mississippi, thence N 00°13'41" E 299.08 along the east margin of Creel Circle and extension thereof, to an iron rod, thence S 89°47'38" E 256.83 feet to an iron rod, thence N 00°13'41" E 131.22 feet to an iron rod, thence N 73°07'37" W 268.06 feet to an iron rod, thence S 89°54'38" W 390.48 feet along the north margin of Creel Circle to an iron pipe, thence N 01°11'42" W 114.45 feet to an iron pipe, thence N 68°24'19" W 89.81 feet to an iron pipe, thence N 73°24'47" W 494.04 feet to an iron rod, thence S 89°40'56" W 363.03 feet to an iron pipe on the East margin of Old Lorraine Road, thence N 00°29'27" W along said East margin 198.15 feet to an iron rod, thence N 12°48'56" E along the apparent original right of way of Lorraine Road 98.49 feet to an iron rod, thence along a curve to the right having a radius of 100.00 feet for a distance of 157.40 feet, having a chord bearing of N 57°54'25" E and a chord distance of 141.65 feet to an iron rod, thence S 77°00'07" E 308.06 feet to an iron rod, thence S 83°44'38" E 91.30 feet to an iron rod, thence S 73°32'02" E along and parallel with the south shore of the Industrial Seaway 1523.41 feet to an iron rod, thence S 72°42'48" E 345.52 feet to an iron rod, thence S 00°00'00" E 351.90 feet to the South Acquisition line of the Harrison County Development Commission, thence N 72°58'42" W 346.24 feet to an iron rod, thence S 00°11'17" W 298.49 feet to an iron rod at the Northeast corner of Replat of Brentwood Subdivision, thence N 89°58'16" W along the North line of said Replat of Brentwood and that property now or formerly of the City of Gulfport for a distance of 679.00 feet to the Point of Beginning. Said parcel contains 1052543 square feet or 24.16 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated December 17, 2020.

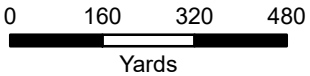
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			BALD EAGLE DEVELOPMENT LLC (OWNER)	8927 LORRAINE RD SUITE 204A	GULFPORT	MS	39503
			JACQUES P. PUCHEY (AGENT)	8927 LORRAINE RD SUITE 204A	GULFPORT	MS	39503
			Adjacent Property Owners				
N	104817	1009K-03-002.002	ALLTEL COMM WIRELESS OF LA INC	C/O VERIZON WIRELESS	ADDISON	TX	75001
N	137970	1009L-02-001.001	AUDUBON POINTE VENTURE LLC	C/O BEN H STONE -MEMBER-	GULFPORT	MS	39502
	55868	1009L-02-012.000	BAGGETT JAMES E & ROESSLING BRENDA	10530 THREE RIVERS RD LOT 112	GULFPORT	MS	39503
	83160	1009L-02-004.000	BALL LINA L	9318 OLD LORRAINE RD	GULFPORT	MS	39503
	45684	1009N-02-008.000	BROOKS M DENNIS & BECKY M	525 GLEN VALLEY WAY	GULFPORT	MS	39507
	55933	1009N-01-002.000	BROOKSTONE GULF COAST LLC	111 LUNDGREEN LN	GULFPORT	MS	39503
	55900	1009L-02-013.000	BRUCE CURTIS W JR & TAMARA A	408 HIDDEN ISLAND DR	PANAMA CITY BCH FL		32408
	122812	1009L-02-024.002	CAPIOLA ANDREW J	11287 CREEL CIR	GULFPORT	MS	39503
	82541	1009L-02-002.000	CLARK V A	P O BOX 3327	GULFPORT	MS	39505
	45685	1009N-02-009.000	CRAFT TAKEIA E	46 YORKSHIRE PKWY	GULFPORT	MS	39503
	83162	1009L-02-014.000	DEHM MICHAEL W	11187 CREEL CIR	GULFPORT	MS	39503
	45686	1009N-02-010.000	DUBUISSON GARY M	44 YORKSHIRE PKWY	GULFPORT	MS	39507
	122811	1009L-02-024.001	DUCKWORTH DORIS JENNIFER	11283 CREEL CIRCLE	GULFPORT	MS	39503
	55886	1009L-02-011.000	FORE TRUDY DIANE ETAL	12146 DEDEAUX RD	GULFPORT	MS	39503
	55841	1009N-01-004.000	GRAHAM ROBERT N	P O BOX 1207	PURVIS	MS	39475
	55884	1009L-02-008.000	GREER DERONDA L	11164 CREEL CIRLCE	GULFPORT	MS	39503
	103067	1009N-02-006.001	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	45595	1009N-02-001.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	122035	1009M-01-001.064	GULFPORT CITY OF				0
N	83159	1009L-02-001.000	HARRISON CO				0
N	83259	1009O-02-001.000	HARRISON CO DEV COMM				0
N	83154	1009K-03-001.000	HARRISON CO DEV COMM				0
	121616	1009M-01-001.028	HEWES HARRY P JR & CAROLINE C	11531 BRIARSTONE PLACE	GULFPORT	MS	39503
	129156	1009O-02-001.001	INSTITUTE FOR MARINE MAMMAL STUDIES	P O BOX 207	GULFPORT	MS	39502
	55883	1009L-02-005.000	KEWLEY CHARLES W	11134 CREEL CIR	GULFPORT	MS	39503
	137986	1009N-01-004.002	LAND TRUST FOR MISS COASTAL PLAIN	PO BOX 2457	PURVIS	MS	39475
	83267	1009N-02-006.000	LITZ CLYDE L JR & VICKI A	#4 PARK DRIVE	GULFPORT	MS	39503
N	45683	1009N-02-007.000	LITZ CLYDE L JR & VICKI A	5 PARK DR	GULFPORT	MS	39503
	121618	1009M-01-001.030	MCCLENDON CARLYCE J & CHANDRA	11535 BRIARSTONE PL	GULFPORT	MS	39503
	55940	1009O-02-002.000	NATURES PATH LLC	525 NORTH MAIN ST	HATTIESBURG	MS	39401
	82540	1009L-02-003.000	NORTON MARIA E & JAMES H	9332 OLD LORRAINE RD	GULFPORT	MS	39503
	123135	1009L-02-012.001	PRICHARD AUBREY N & I'LAN M	1320 MILL RD	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
55905	1009L-02-007.000	RUSSELL KIM D		11154 CREEL CIR	GULFPORT	MS	39503
55899	1009L-02-023.000	SHECKELLS EMILY		11211 CREEL CIR	GULFPORT	MS	39503
55871	1009L-02-006.000	SWAREK THOMAS L		1261 PASS ROAD	GULFPORT	MS	39501
121617	1009M-01-001.029	THIBODEAUX MELINDA T		11533 BRIARSTONE PLACE	GULFPORT	MS	39503
55885	1009L-02-009.000	TRAN MINH & HUNG VAN TRAN		4825 KEYWOOD LANE	SANTA ANA	CA	92703
55887	1009L-02-010.000	WOODS CHADE & HUDSON CASSIE		11180 CREEL CIR	GULFPORT	MS	39503



Legend

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



1 inch = 1,000 feet



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

RE: Resubdivision 2110PC157, by agent Jacques P. Pucheu, tax parcels 1009K-03-001.000, 1009L-02-001.000, Divide into 6 new parcels, Dolphin Lane and Creel Cr., Zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family), Ward 5

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, October 28, 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, October 28, 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.

P=PLAT OF RECORD
M=MEASURED
D=DEED

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

CERTIFICATE OF RESUBDIVISION RESUBDIVISION OF PARCEL

#1009K-03-001.000

#1009L-02-001.000

DOLPHIN LANE

SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST
GULFPORT, MISSISSIPPI

Lots to be served by
existing 8" city water and existing
8" city sewer system.

SETBACKS

FRONT 20'
SIDE 6'
REAR 6'

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 east margin
of Lorraine Road 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-0267-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.

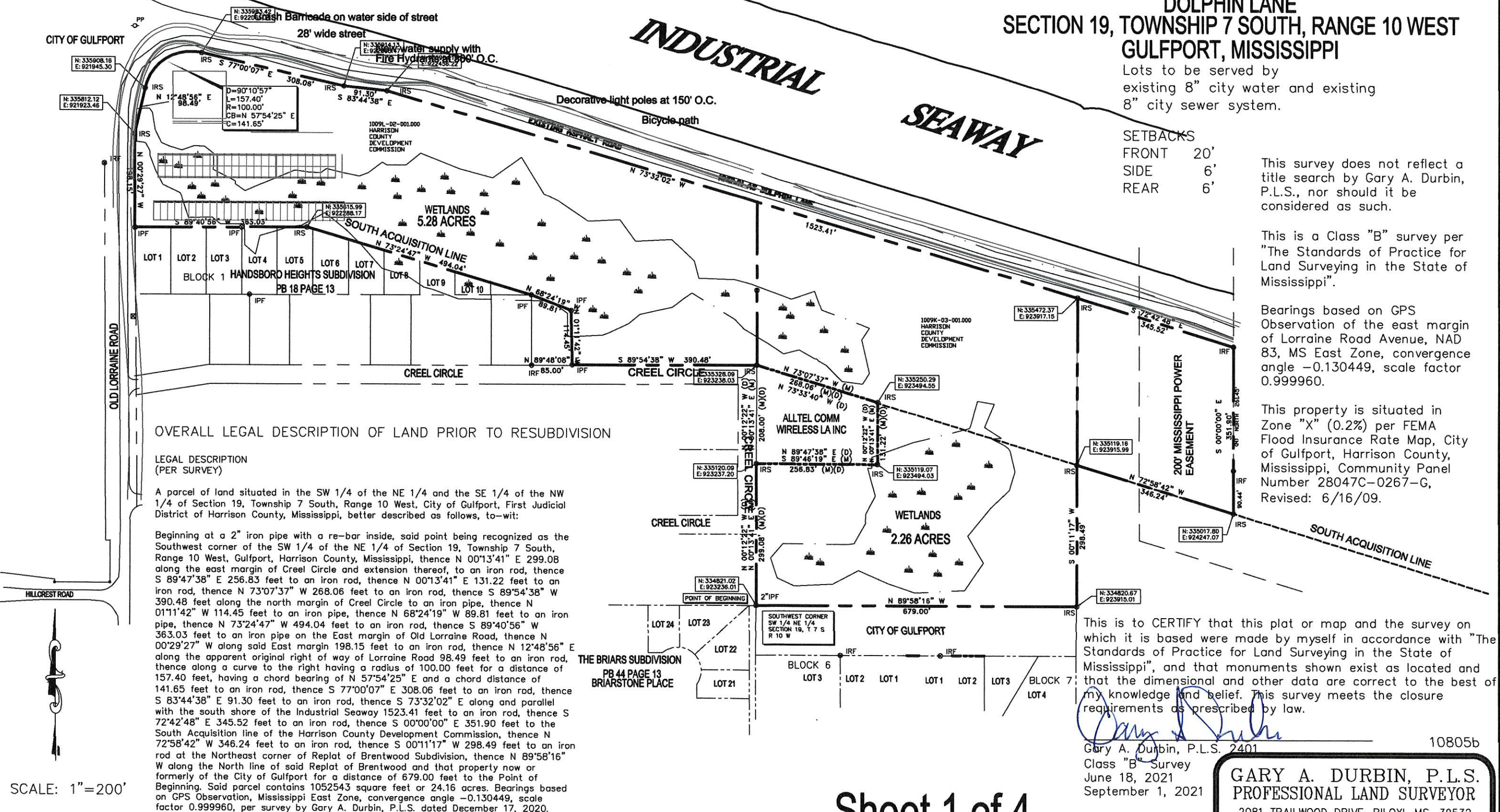
Gary A. Durbin, P.L.S. 2401

Class "B" Survey
June 18, 2021
September 1, 2021

10805b

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR

2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632 Teelokgd@aol.com



SCALE: 1"=200'

Sheet 1 of 4

P=PLAT OF RECORD
M=MEASURED
D=DEED

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

CERTIFICATE OF RESUBDIVISION RESUBDIVISION OF PARCEL

#1009K-03-001.000
#1009L-02-001.000

DOLPHIN LANE
SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST
GULFPORT, MISSISSIPPI

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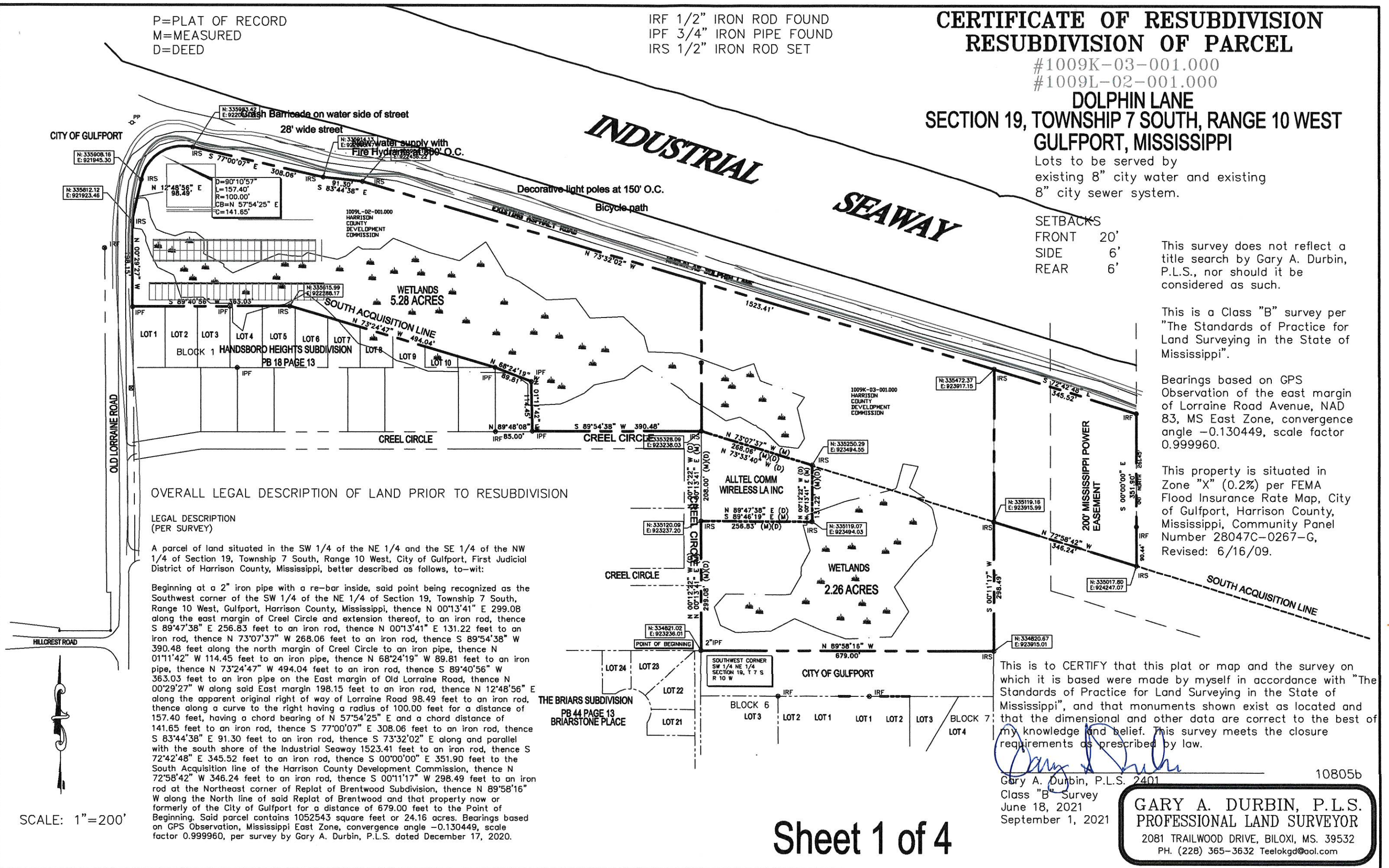
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Number 28047C-0267-G,
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my knowledge and belief. This survey meets the closure
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Gary A. Durbin, P.L.S. 2401
Class "B" Survey
June 18, 2021
September 1, 2021

10805b

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



OVERALL LEGAL DESCRIPTION OF LAND PRIOR TO RESUBDIVISION

LEGAL DESCRIPTION (PER SURVEY)

A parcel of land situated in the SW 1/4 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at a 2" iron pipe with a re-bar inside, said point being recognized as the Southwest corner of the SW 1/4 of the NE 1/4 of Section 19, Township 7 South, Range 10 West, Gulfport, Harrison County, Mississippi, thence N 00°13'41" E 299.08 feet along the east margin of Creel Circle and extension thereof, to an iron rod, thence S 89°47'38" E 256.83 feet to an iron rod, thence N 00°13'41" E 131.22 feet to an iron rod, thence N 73°07'37" W 268.06 feet to an iron rod, thence S 89°54'38" W 390.48 feet along the north margin of Creel Circle to an iron pipe, thence N 01°11'42" W 114.45 feet to an iron pipe, thence N 68°24'19" W 89.81 feet to an iron pipe, thence N 73°24'47" W 494.04 feet to an iron rod, thence S 89°40'56" W 363.03 feet to an iron pipe on the East margin of Old Lorraine Road, thence N 00°29'27" W along said East margin 198.15 feet to an iron rod, thence N 12°48'56" E along the apparent original right of way of Lorraine Road 98.49 feet to an iron rod, thence along a curve to the right having a radius of 100.00 feet for a distance of 157.40 feet, having a chord bearing of N 57°54'25" E and a chord distance of 141.65 feet to an iron rod, thence S 77°00'07" E 308.06 feet to an iron rod, thence S 83°44'38" E 91.30 feet to an iron rod, thence S 73°32'02" E along and parallel with the south shore of the Industrial Seaway 1523.41 feet to an iron rod, thence S 72°42'48" E 345.52 feet to an iron rod, thence S 00°00'00" E 351.90 feet to the South Acquisition line of the Harrison County Development Commission, thence N 72°58'42" W 346.24 feet to an iron rod, thence S 00°11'17" W 298.49 feet to an iron rod at the Northeast corner of Replat of Brentwood Subdivision, thence N 89°58'16" W along the North line of said Replat of Brentwood and that property now or formerly of the City of Gulfport for a distance of 679.00 feet to the Point of Beginning. Said parcel contains 1052543 square feet or 24.16 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated December 17, 2020.

SCALE: 1"=200'

Sheet 1 of 4

P=PLAT OF RECORD
M=MEASURED
D=DEED

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

CERTIFICATE OF RESUBDIVISION RESUBDIVISION OF PARCEL

#1009K-03-001.000
#1009L-02-001.000

DOLPHIN LANE
SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST
GULFPORT, MISSISSIPPI

Lots to be served by
existing 6" city water and existing
8" city sewer system.

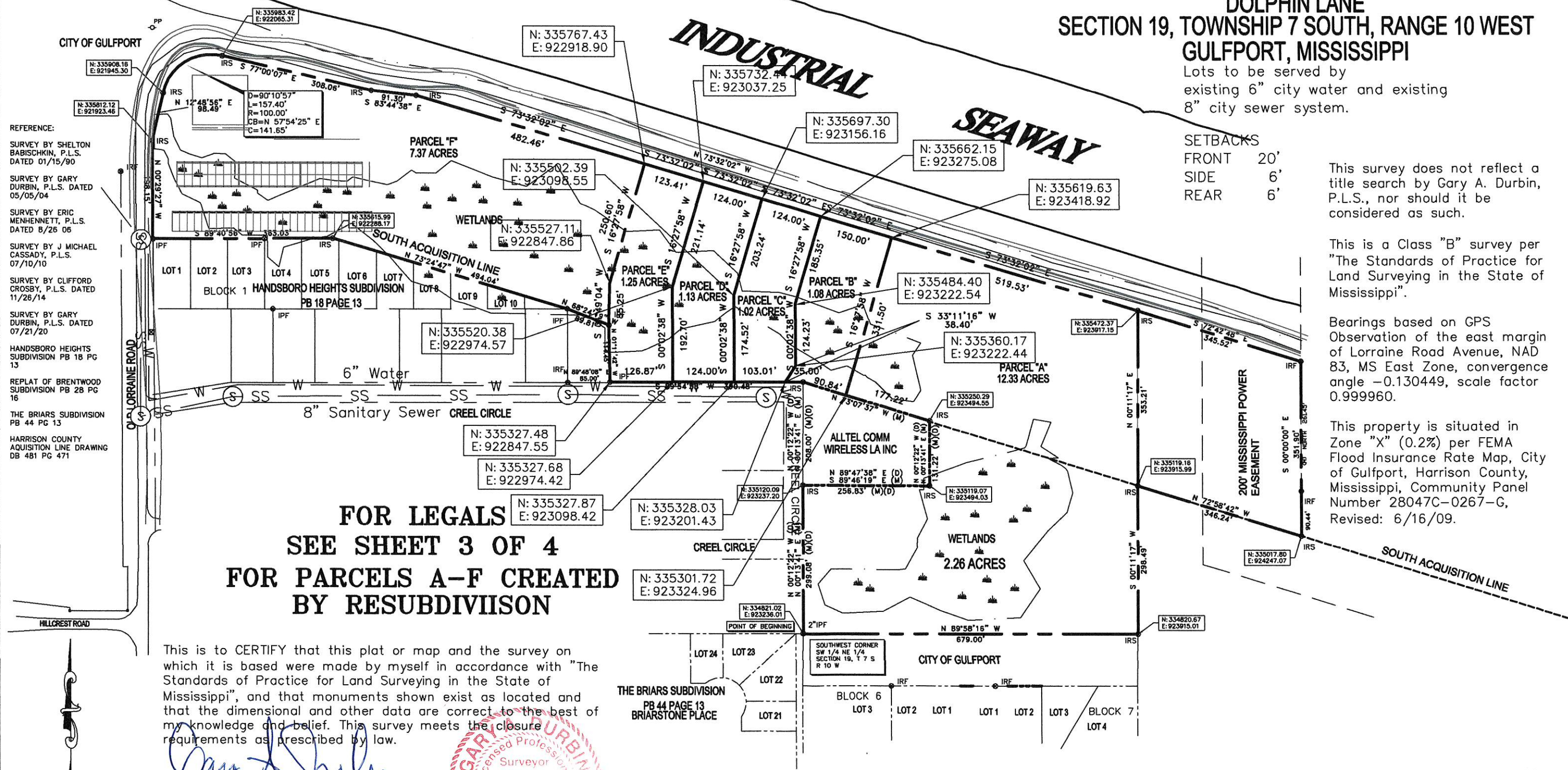
SETBACKS
FRONT 20'
SIDE 6'
REAR 6'

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 east margin
of Lorraine Road Avenue, NAD
83, MS East Zone, convergence
angle -0.130449, scale factor
0.999960.

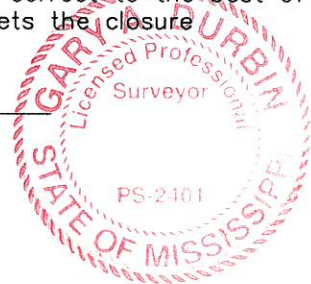
This property is situated in
Zone "X" (0.2%) per FEMA
Flood Insurance Rate Map, City
of Gulfport, Harrison County,
Mississippi, Community Panel
Number 28047C-0267-G,
Revised: 6/16/09.



FOR LEGALS
SEE SHEET 3 OF 4
FOR PARCELS A-F CREATED
BY RESUBDIVISION

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
June 18, 2021
Revised: August 13, 2021
Revised: September 1, 2021
Revised: October 6, 2021



SCALE: 1"=200'

Sheet 2 of 4

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

10805b

LEGAL DESCRIPTION
PARCEL "A"
(PER SURVEY)

A parcel of land situated in the SW 1/4 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at a 2" iron pipe with a re-bar inside, said point being recognized as the Southwest corner of the SW 1/4 of the NE 1/4 of Section 19, Township 7 South, Range 10 West, Gulfport, Harrison County, Mississippi, thence N 00°13'41" E 299.08 along the east margin of Creel Circle and extension thereof, to an iron rod, thence S 89°47'38" E 256.83 feet to an iron rod, thence N 00°13'41" E 131.22 feet to an iron rod, thence N 73°07'37" W 177.22 feet to an iron rod, thence N 16°27'58" E 331.50 feet to an iron rod on the south margin of Dolphin Lane, thence S 73°32'02" E along and parallel with the south shore of the Industrial Seaway 519.53 feet to an iron rod, thence S 00°11'17" W 353.21 to an iron rod on the South Acquisition line of the Harrison County Development Commission, thence S 00°11'17" W 298.49 feet to an iron rod at the Northeast corner of Replat of Brentwood Subdivision, thence N 89°58'16" W along the North line of said Replat of Brentwood and that property now or formerly of the City of Gulfport for a distance of 679.00 feet to the Point of Beginning. Said parcel contains 420616 square feet or 9.65 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated June 18, 2021.

LEGAL DESCRIPTION
PARCEL "B"
(PER SURVEY)

A parcel of land situated in the SW 1/4 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at a 2" iron pipe with a re-bar inside, said point being recognized as the Southwest corner of the SW 1/4 of the NE 1/4 of Section 19, Township 7 South, Range 10 West, Gulfport, Harrison County, Mississippi, thence N 00°13'41" E 299.08 along the east margin of Creel Circle and extension thereof, to an iron rod, thence S 89°47'38" E 256.83 feet to an iron rod, thence N 00°13'41" E 131.22 feet to an iron rod, thence N 73°07'37" W 177.22 feet to an iron rod and the Point of Beginning, thence N 16°27'58" E 331.50 feet to an iron rod on the south margin of Dolphin Lane, thence N 73°32'02" W along and parallel with the south shore of the Industrial Seaway 150.00 feet to an iron rod, thence S 16°27'58" W 185.35 feet to an iron rod, thence S 00°02'38" W 124.23 feet, thence S 33°11'16" W 38.40 feet to an iron rod on the North margin of Creel Circle, thence N 89°54'38" E 35.00 feet to an iron rod, thence S 73°07'37" E 90.84 feet to the Point of Beginning. Said parcel contains 46,911 square feet or 1.08 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated June 18, 2021.

LEGAL DESCRIPTION
PARCEL "C"
(PER SURVEY)

A parcel of land situated in the SW 1/4 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at a 2" iron pipe with a re-bar inside, said point being recognized as the Southwest corner of the SW 1/4 of the NE 1/4 of Section 19, Township 7 South, Range 10 West, Gulfport, Harrison County, Mississippi, thence N 00°13'41" E 299.08 along the east margin of Creel Circle and extension thereof, to an iron rod, thence S 89°47'38" E 256.83 feet to an iron rod, thence N 00°13'41" E 131.22 feet to an iron rod, thence N 73°07'37" W 177.22 feet to an iron rod, thence N 16°27'58" E 331.50 feet to an iron rod on the south margin of Dolphin Lane, thence N 73°32'02" W along and parallel with the south shore of the Industrial Seaway 150.00 feet to an iron rod and the Point of Beginning, thence N 73°32'02" W 124.00 feet to an iron rod, thence S 16°27'58" W 203.24 feet to an iron rod, thence S 00°02'38" W 174.52 feet to an iron rod on the North margin of Creel Circle, thence N 89°54'38" E 103.01 feet to an iron rod, thence N 33°11'16" E 38.40 feet, thence N 00°02'38" E 124.23 feet to an iron rod, thence N 16°27'58" E 185.35 feet to the Point of Beginning. Said parcel contains 44,268 square feet or 1.02 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated June 18, 2021.

LEGAL DESCRIPTIONS OF PARCEL CREATED BY THIS
RESUBDIVISION

LEGAL DESCRIPTION
PARCEL "D"
(PER SURVEY)

A parcel of land situated in the SW 1/4 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at a 2" iron pipe with a re-bar inside, said point being recognized as the Southwest corner of the SW 1/4 of the NE 1/4 of Section 19, Township 7 South, Range 10 West, Gulfport, Harrison County, Mississippi, thence N 00°13'41" E 299.08 along the east margin of Creel Circle and extension thereof, to an iron rod, thence S 89°47'38" E 256.83 feet to an iron rod, thence N 00°13'41" E 131.22 feet to an iron rod, thence N 73°07'37" W 177.22 feet to an iron rod, thence N 16°27'58" E 331.50 feet to an iron rod on the south margin of Dolphin Lane, thence N 73°32'02" W along and parallel with the south shore of the Industrial Seaway 274.00 feet to an iron rod and the Point of Beginning, thence N 73°32'02" W 124.00 feet to an iron rod, thence S 16°27'58" W 221.14 feet to an iron rod, thence S 00°02'38" W 192.70 feet to an iron rod on the North margin of Creel Circle, thence N 89°54'38" E 124.00 feet to an iron rod, thence N 00°02'38" E 174.52 feet to an iron rod, thence N 16°27'58" E 203.24 feet to the Point of Beginning. Said parcel contains 49,079 square feet or 1.13 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated June 18, 2021.

LEGAL DESCRIPTION
PARCEL "E"
(PER SURVEY)

A parcel of land situated in the SW 1/4 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at a 2" iron pipe with a re-bar inside, said point being recognized as the Southwest corner of the SW 1/4 of the NE 1/4 of Section 19, Township 7 South, Range 10 West, Gulfport, Harrison County, Mississippi, thence N 00°13'41" E 299.08 along the east margin of Creel Circle and extension thereof, to an iron rod, thence S 89°47'38" E 256.83 feet to an iron rod, thence N 00°13'41" E 131.22 feet to an iron rod, thence N 73°07'37" W 177.22 feet to an iron rod, thence N 16°27'58" E 331.50 feet to an iron rod on the south margin of Dolphin Lane, thence N 73°32'02" W along and parallel with the south shore of the Industrial Seaway 398.00 feet to an iron rod and the Point of Beginning, thence N 73°32'02" W 123.41 feet to an iron rod, thence S 16°27'58" W 250.60 feet to an iron rod, thence S 01°49'04" W 85.25 feet to an iron rod, thence S 00°11'42" E 114.45 feet to an iron rod on the North margin of Creel Circle, thence N 89°54'38" E 126.87 feet to an iron rod, thence N 00°02'38" E 192.70 feet to an iron rod, thence N 16°27'58" E 221.14 feet to the Point of Beginning. Said parcel contains 54,237 square feet or 1.25 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated June 18, 2021.

FOR SURVEY
SEE SHEET 2 OF 4

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL

#1009K-03-001.000

#1009L-02-001.000

DOLPHIN LANE

SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST
GULFPORT, MISSISSIPPI

LEGAL DESCRIPTION
PARCEL "F"
(PER SURVEY)

A parcel of land situated in the SW 1/4 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at a 2" iron pipe with a re-bar inside, said point being recognized as the Southwest corner of the SW 1/4 of the NE 1/4 of Section 19, Township 7 South, Range 10 West, Gulfport, Harrison County, Mississippi, thence N 00°13'41" E 299.08 along the east margin of Creel Circle and extension thereof, to an iron rod, thence S 89°47'38" E 256.83 feet to an iron rod, thence N 00°13'41" E 131.22 feet to an iron rod, thence N 73°07'37" W 177.22 feet to an iron rod, thence N 16°27'58" E 331.50 feet to an iron rod on the south margin of Dolphin Lane, thence N 73°32'02" W along and parallel with the south shore of the Industrial Seaway 521.41 feet to an iron rod and the Point of Beginning, thence N 73°32'02" W 482.46 feet to an iron rod, thence N 83°44'38" W 91.30 feet, thence N 77°00'07" W 308.06 feet to an iron rod, thence along a curve to the left having a radius of 100.00 feet for a distance of 157.40 feet, having a chord bearing of S 57°54'25" W and a chord distance of 141.65 feet to an iron rod on the East margin of Old Lorraine Road, thence S 12°48'56" W 98.49 feet to an iron rod, thence S 00°29'27" E 198.15 feet to an iron pipe, thence N 89°40'56" E 363.03 feet to an iron rod, thence S 73°24'47" E 494.04 feet to an iron rod, thence S 68°24'19" E 89.81 feet to an iron rod, thence N 01°49'04" E 85.25 feet, thence N 16°27'58" E 250.60 feet to the Point of Beginning. Said parcel contains 320,855 square feet or 7.37 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated June 18, 2021.

Revised: October 6, 2021
Revised: September 1, 2021
Revised: August 13, 2021 10805b

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR

2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632 Teetokgd@aol.com

Sheet 3 of 4

**CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL**

#1009K-03-001.000
#1009L-02-001.000

DOLPHIN LANE

**SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST
GULFPORT, MISSISSIPPI**

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 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

**LEGAL DESCRIPTION
(PER SURVEY)**

A parcel of land situated in the SW 1/4 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at a 2" iron pipe with a re-bar inside, said point being recognized as the Southwest corner of the SW 1/4 of the NE 1/4 of Section 19, Township 7 South, Range 10 West, Gulfport, Harrison County, Mississippi, thence N 00°13'41" E 299.08 feet along the east margin of Creel Circle and extension thereof, to an iron rod, thence S 89°47'38" E 256.83 feet to an iron rod, thence N 00°13'41" E 131.22 feet to an iron rod, thence N 73°07'37" W 268.06 feet to an iron rod, thence S 89°54'38" W 390.48 feet along the north margin of Creel Circle to an iron pipe, thence N 01°11'42" W 114.45 feet to an iron pipe, thence N 68°24'19" W 89.81 feet to an iron pipe, thence N 73°24'47" W 494.04 feet to an iron rod, thence S 89°40'56" W 363.03 feet to an iron pipe on the East margin of Old Lorraine Road, thence N 00°29'27" W along said East margin 198.15 feet to an iron rod, thence N 12°48'56" E along the apparent original right of way of Lorraine Road 98.49 feet to an iron rod, thence along a curve to the right having a radius of 100.00 feet for a distance of 157.40 feet, having a chord bearing of N 57°54'25" E and a chord distance of 141.65 feet to an iron rod, thence S 77°00'07" E 308.06 feet to an iron rod, thence S 83°44'38" E 91.30 feet to an iron rod, thence S 73°32'02" E along and parallel with the south shore of the Industrial Seaway 1523.41 feet to an iron rod, thence S 72°42'48" E 345.52 feet to an iron rod, thence S 00°00'00" E 351.90 feet to the South Acquisition line of the Harrison County Development Commission, thence N 72°58'42" W 346.24 feet to an iron rod, thence S 00°11'17" W 298.49 feet to an iron rod at the Northeast corner of Replat of Brentwood Subdivision, thence N 89°58'16" W along the North line of said Replat of Brentwood and that property now or formerly of the City of Gulfport for a distance of 679.00 feet to the Point of Beginning, Said parcel contains 1052543 square feet or 24.16 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated December 17, 2020.

LEGAL DESCRIPTIONS OF PARCEL CREATED BY THIS SUBDIVISION 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:

JACQUES PUCHEU

This ____ day of _____, 2021.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforementioned JACQUES PUCHEU, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth. This ____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

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 resubdivision plat and certificate of Resubdivision, having been submitted and approved by the Mayor, this ____ day of _____, 2021

Billy Hewes, Mayor

SHEET 4 OF 4

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

10805b

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:**

IPL0044264

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

56.28

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**

October 6, 2021 4:11:37 PM EDT

Amount:

56.28

SCHEDULE FOR AD NUMBER IPL00442640

October 13, 2021

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00442640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 28, 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 2108PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.000, Request zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

Zoning Map Amendment 2109PC144, by agent Greg Smith, tax parcel 1011D-01-028.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), 157 Oleander Dr, Ward 2

Resubdivision 2110PC157, by agent Jacques P. Pucheu, tax parcels 1009K-03-001.000, 1009L-02-001.000, Divide into 6 new parcels, Dolphin Lane and Greel Cr, Zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family), Ward 5

Planning Commission Approval 2110ZB160, by owner Caleb Fredericks, tax parcel 0810E-02-104.000, Request for duplex use, Monroe St, Zoned R-1-5 (Single-family), Ward 3

Resubdivision 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thomson Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Resubdivision 2110PC164, by agent William Tully Rhodes, tax parcel 0807J-01-007.000, Divide into seven new parcels, Duckworth Road, Zoned R-1-15 (Single-family), Ward 3

General Plan 2110PC165, by Brown, Mitchell & Alexander, Inc., tax parcels 0908C-01-001.000 and 0908E-01-001.001, Approval of General plan for 43-lot subdivision (Florence Gardens Phase X), Music St, Zoned R-1-7.5 (Single-family), Ward 6

Resubdivision 2110PC166, by agent Heinrich & Associates, tax parcel 0707Q-01-004.000, Divide into 2 new parcels, 13558 John Clark Rd, Zoned R-1-15 (Single-family), Ward 7

Final Plat 2110PC167, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-022.000, Approval of Final Plat for 19-lot subdivision (Gulfview Villas), E Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Final Plat 2110PC168, by agent Heinrich and Associates, LLC, tax parcel 0808K-03-133.000, Approval for Zero Lot Line Final Plat for a 62-lot subdivision (Camden Court), Dye Rd, Zoned R-2 (Single-family), Ward 7

Final Plat 2110PC169, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-051.000, Approval of Final Plat for a 10-lot townhome development (Courtyards At The Courthouse Plan), Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

This the 10th day of September 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates:

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: Planning Commission Approval 2110PC160:
Tabled to November 18, 2021 meeting

Planning Commission Approval 2110ZB160 , by owner Kaleb Fredericks, tax parcel 0810E-02-104.000, Request for duplex use, Monroe St, Zoned R-1-5 (Single-family), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2110PC160

Hearing Date: October 28, 2021 (no quorum)
November 18, 2021

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

Legal: Planning Commission Approval 2110ZB160, by owner Kaleb Fredericks, tax parcel 0810E-02-104.000, Request for duplex use, Monroe St, Zoned R-1-5 (Single-family), Ward 3

TECHNICAL DETAILS

The applicant requests a duplex use on the subject property. As for the property, variances are required to consider the duplex because the lot minimum for a duplex in an R-1-5 is 7,500 square feet and the subject property is 6,375 square feet. An application is on file and is scheduled for October 21 (Variance 2110ZB161).

In regards to the harmony of the neighborhood, within 300 feet on Monroe Street, you will find another duplex, a church, mobile homes, single-family homes, a non-conforming day-care, and a non-conforming multiple family dwelling. The other duplex is across the street from the proposed duplex. That site contains 10,125 square feet, which is well above the required 7,500, as compared to the proposed location that is 6,375. The majority of single-family houses on the block exceed the minimum for single-family that is 5,000 square feet.

EXECUTIVE SUMMARY

While duplexes do not represent a significant number of buildings in the immediate surroundings, it is not out of character for a neighborhood that contains such a variety of uses. A key discrepancy is the duplex on such a limited property size compared to the neighborhood.

Any approval should consider these conditions:

1. Variance 2110ZB161 must be approved for the use of a duplex to be allowed.
2. All construction shall comply with all building codes.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 10/19/21.

Public Works: No comments as of 10/21/21.

Traffic and Safety: No comments as of 10/21/21.

Technical Report

PLANNING COMMISSION APPROVAL

Building Code Services: Conditions: all construction shall comply with all building codes.
Memo dated 10/18/21.

GIS: No conditions. Memo dated 10/19/21.

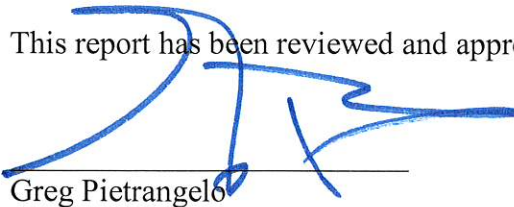
Police Department: No comments as of 10/21/21.

Fire Department: No conditions. Memo dated 10/13/21.

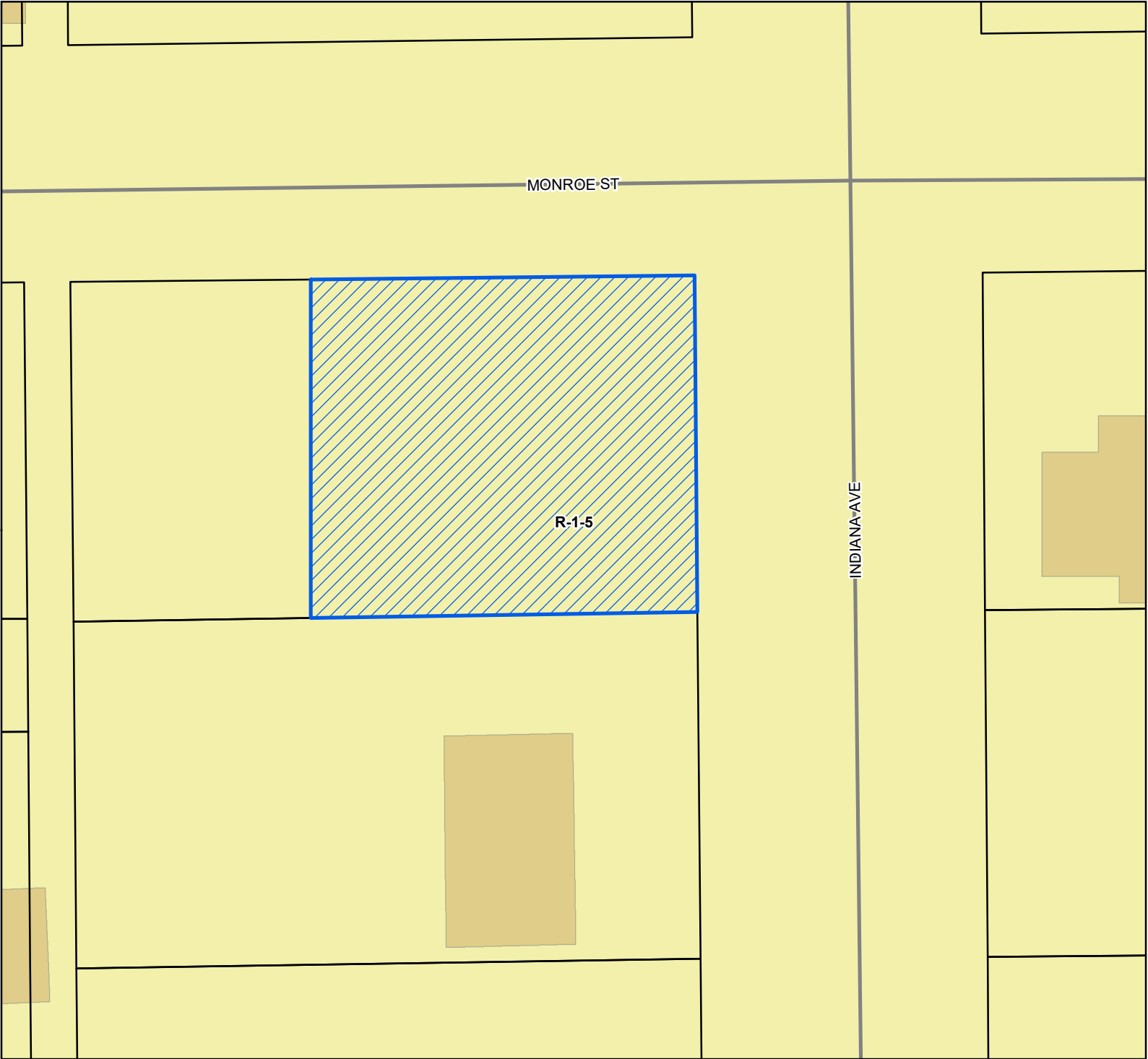
City Arborist: No conditions. Memo dated 10/13/21.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Site

Street

Parcels

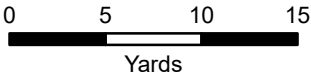
Buildings

Zoning

R-1-5 - Single Family

Residence District (Medium Density)

Site Information
0810E-02-104.000
Zoning: R-1-5 (Single Family Zone)
Size: 60,083 sq ft.
Flood: X



1 inch = 30 feet



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



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

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL #

0	8	1	0	E

 -

0	2

 -

1	0	4

 .

0	0	0

(If necessary, use separate sheet of paper)

For Staff Use Only

Case Number: 2110PC160Date Received: 9-7-21

Receipt Number: _____

Received By: MMZoning: R-1-5Ward: 3 Flood: XSize: 6083

Address of Property Involved: _____

Lot(s) 12, 13, 14, Block(s) 318, Subdivision North Gulfport

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

The duplex at 4501 Indiana Avenue is directly across from this property, 3108 Monroe Street is a fourplex. This dwelling would be in sync with available housing in the area.

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

Kaleb D. Fredericks
Printed Name of Owner
3506 Bonita Drive
Mailing Address
Gulfport MS 39501
City State Zip code
228 343 0459
Home Phone Work/Cell Phone
KalebFredericks@gmail.com
Email
Kaleb Fredericks
Signature of Owner

Printed Name of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature of Agent

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

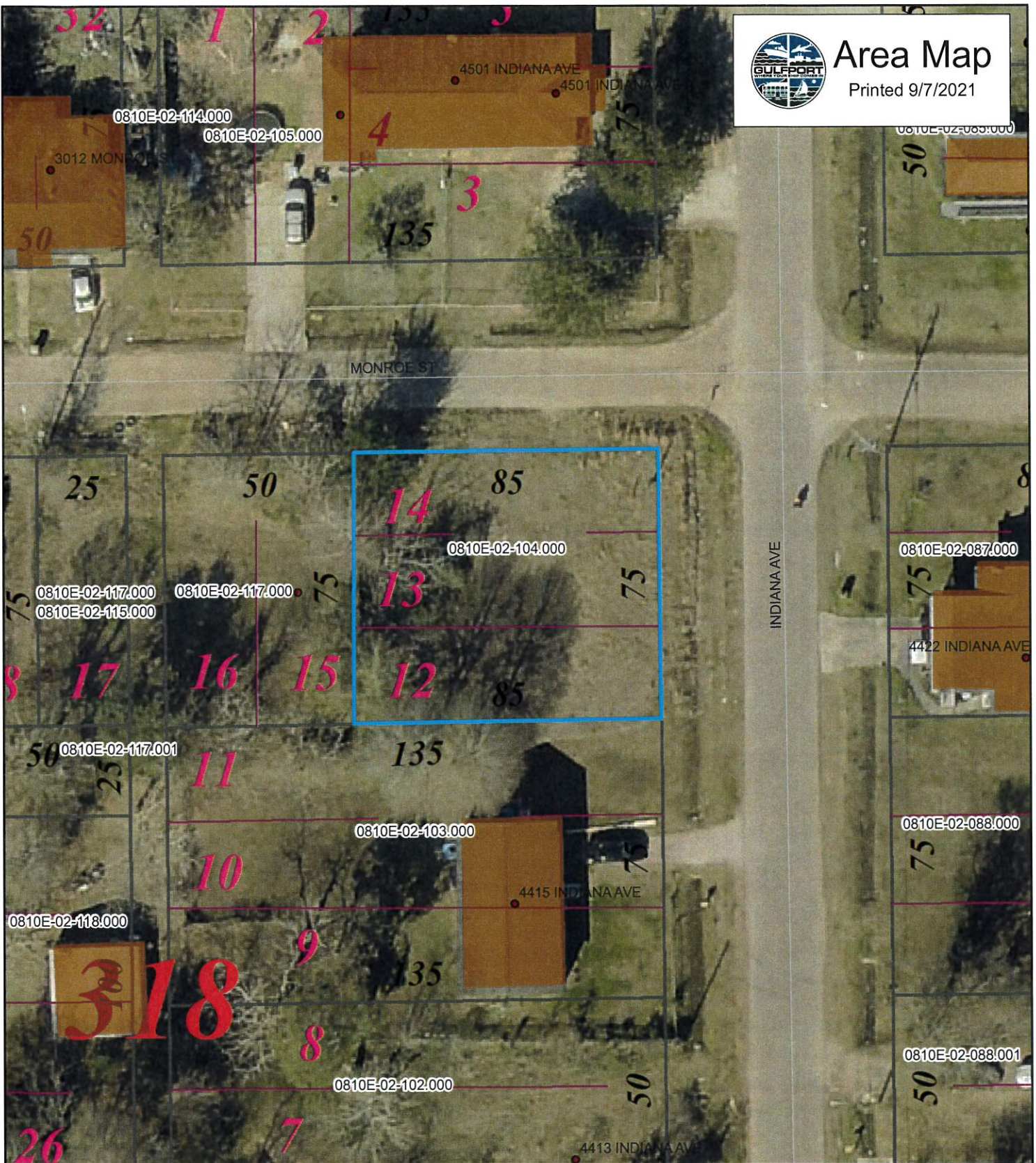
☐

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

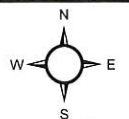


Area Map

Printed 9/7/2021



- Addresspoints
- ~ Minor/Residential
- WaterFeatures
- Parcels



1 inch = 35 feet

DATA DISCLAIMER:

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



Johnathan 1st Judicial District
Instrument 2020 15673 D -J1
Filed/Recorded 12/11/2020 04:10 P
Total Fees \$ 36.00
2 Pages Recorded

REVIEWED **SCANNED** QUIT-CLAIM 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 are hereby acknowledged, the undersigned, ROGERS FREDERICKS and KIMBERLY FREDERICKS, do hereby sell, convey and quit-claim unto KALEB D. FREDERICKS all rights, title and interest in and to the following described property lying and being situated in the CITY of GULFPORT, MISSISSIPPI and being described as follows, to-wit:

PARCEL NO: 0810E-02-104-000
LOTS #12-#13-#14 BLK #318 - 15383 MONROE & INDIANA NORTH GULFPORT,
HARRISON COUNTY, MS SECS27/28-7-11

The above said property being the same which was conveyed to the GRANTORS dated 29th day of July, 2005 and recorded 2005-0017669-D-J1.

ALL AD VALOREM taxes are to be assumed by the GRANTEE for the year 2021 and thereafter.

WITNESS MY SIGNATURE, this the 11th day of DECEMBER, 2020.

Rogers Fredericks Jr.

ROGERS FREDERICKS JR.

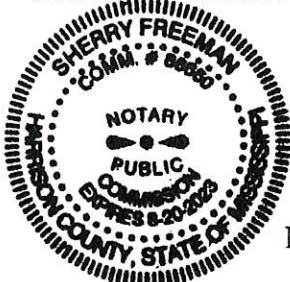
Kimberly Fredericks

KIMBERLY FREDERICKS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority of law in and for the County and State aforesaid the within named ROGERS FREDERICKS and KIMBERLY FREDERICKS, who acknowledged that they signed and delivered the forgoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of DECEMBER 2020.



Sherry Freeman

NOTARY PUBLIC

My Commission Expires:

8-20-2023

GRANTORS: ROGERS AND
KIMBERLY FREDERICKS
8118 GEORGIA AVENUE
GULFPORT MS 39501
228-343-9689

GRANTEE: KALEB D. FREDERICKS
3506 BONITA DRIVE
GULFPORT MS 39501
228-343-0459

PREPARED BY: ROGERS AND KIMBERLY FREDERICKS
8118 GEORGIA AVENUE
GULFPORT MS 39501
228-343-9689

Application for Planning Commission Approval

Transportation

The property is on the route of public transportation and has easy access to Highway 49.

Water supply/Waste disposal

The property is within the City of Gulfport limits for water supply and waste disposal.

Fire and Police protection/other public facilities

The property is within the City of Gulfport limits and accessible to city police and city fire protection.
The property is less than one mile from Firehouse 12.

Why the proposal will not cause undue traffic congestion or create a traffic hazard.

Property is on a corner lot with easy traffic flow and easy access to highways.

Why the proposal is in harmony with the orderly and appropriate development of the district in which the use is located.

The proposal is in harmony with the orderly and appropriate development of the district in which it is located because it is in a residential area with structures of similar size and usage.

PERMITS/INSP PAYMENT RECPT#: 10872045
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 09/07/21 TIME: 11:19
CLERK: sg111 DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
REFERENCE: 1041

AMT TENDERED: 75.00
AMT APPLIED: 75.00
CHANGE: .00

3506 Bonita Drive
Gulfport MS 39501
November 1, 2021

Dear Reader:

I am scheduled to be present at the Zoning Board meeting and Planning Commission meeting on Thursday, November 18, 2021 in response to my request to build a duplex on my property located at the corner of Monroe Street and Indiana Avenue in Gulfport. My first day on a new job is Tuesday, November 2, 2021. I will not be off work and able to drive to Gulfport in time to attend these meetings. Therefore, I am requesting an Agent attend in my absence. My Agent is Kimberly Bass-Fredericks and she is well versed on my application and my interest in this development.

Respectfully,

Kaleb D. Fredericks



RECEIVED
11-1-21

D2

RE: Planning Commission Approval 2110ZB160 , by owner Kaleb Fredericks, tax parcel 0810E-02-104.000, Request for duplex use, Monroe St, 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, October 28, 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, October 28, 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			KALEB D. FREDERICKS	3506 BONITA DR	GULFPORT	MS	39501
			Adjacent Property Owners				
	50966	0810E-02-105.000	BISHOP JESSIE R	4759 VILLAGE DR	JACKSON	MS	39206
	50976	0810E-02-114.000	COOK ODIE J SR & BARBARA J	404 NORTH COURT ST	QUITMAN	GA	31643
	50988	0810E-02-082.000	COX JAMES A	1891 BRASHER RD	BILOXI	MS	39532
	51271	0810E-02-088.000	DUPART JOYCE & JAMIYA KLINE	3900 21ST AVE	GULFPORT	MS	39501
N	50975	0810E-02-113.000	EVENING STAR BAPTIST CHURCH				0
	51284	0810E-02-115.000	GRUET SHARON TCHON	P O BOX 2054	ACTON	MA	1720
	87788	0810E-02-103.000	HAMWOOD LLC	11656 E CARIBOU DR	FRANKTOWN	CO	80116
	87793	0810E-02-117.000	JOHNSON BOBBY	8156 ILLINOIS AVE	GULFORT	MS	39501
N	119467	0810E-02-117.001	JOHNSON BOBBY J	8156 ILLINOIS AVE	GULFPORT	MS	39501
N	51288	0810E-02-118.000	JOHNSON BOBBY JOE & ARMERTRICE I	8156 ILLINOIS AVE	GULFPORT	MS	39501
	50968	0810E-02-107.000	LANDRY EARL O JR	11096 CHRISOPHER DR	PASS CHRISTIAN	MS	39571
N	51268	0810E-02-086.000	LEE GLADYS -EST-	C/O DONALD JONES	GULFPORT	MS	39503
	51290	0810E-02-119.001	LIL'TOT'S DAY CARE & CREATIVE LEARN	4406 ILLINOIS AVE	GULFPORT	MS	39503
	50967	0810E-02-106.000	MCCREE CORNELL -EST-	4509 INDIANA AVE	GULFPORT	MS	39501
	51278	0810E-02-102.000	MOFFETT CHARLES JR	15023 JEFFERSON STREET	GULFPORT	MS	39501
	50974	0810E-02-112.000	NEW EVENING STAR BAPTIST CHURCH	4500 ILLINOIS AVE	GULFPORT	MS	39501
N	50973	0810E-02-111.000	NEW EVENING STAR BAPTIST CHURCH	4500 ILLINOIS AVE	GULFPORT	MS	39501
	50989	0810E-02-083.000	POPE ERICA	4502 INDIANA AVE	GULFPORT	MS	39501
	87773	0810E-02-087.000	STARKS WILLIE L	4422 INDIANA AVE	GULFPORT	MS	39501
N	51285	0810E-02-116.000	STATE OF MISS #1209 8/31/95				0
N	50991	0810E-02-084.000	STATE OF MISS 2002				0
	50990	0810E-02-085.000	TD 4 US LLC	2203 PRESERVATION DR	GULFPORT	MS	39503
	87785	0810E-02-101.000	WILSON JEWEL M ETAL	614 PINECREST DR	MADISON	MS	39110
N	113929	0810E-02-101.002	WILSON JEWEL M ETAL	614 PINECREST DR	MADISON	MS	39110
	51272	0810E-02-088.001	WRIGHT ANGELA	4408 INDIANA AVE	GULFPORT	MS	39501

Nelisia N. Newell

From: Sharon Gruet <stgruet@gmail.com>
Sent: Thursday, October 14, 2021 2:07 PM
To: Urban Development - Planners
Subject: Gulfport 2110zb160

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

I am not against duplexes if it is good for gulfport and if ultimately I can build the same on my parcels. It just appears you have several errors in your paperwork. Please make sure other people are not trying to build on other people's land. sharon Tchon Gruet

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:**

IPL0044264

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

56.28

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**

October 6, 2021 4:11:37 PM EDT

Amount:

56.28

SCHEDULE FOR AD NUMBER IPL00442640

October 13, 2021

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00442640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 28, 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 2108PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.000, Request zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

Zoning Map Amendment 2109PC144, by agent Greg Smith, tax parcel 1011D-01-028.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), 157 Oleander Dr, Ward 2

Resubdivision 2110PC157, by agent Jacques P. Pucheu, tax parcels 1009K-03-001.000, 1009L-02-001.000, Divide into 6 new parcels, Dolphin Lane and Greel Cr, Zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family), Ward 5

Planning Commission Approval 2110ZB160, by owner Caleb Fredericks, tax parcel 0810E-02-104.000, Request for duplex use, Monroe St, Zoned R-1-5 (Single-family), Ward 3

Resubdivision 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thomson Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Resubdivision 2110PC164, by agent William Tully Rhodes, tax parcel 0807J-01-007.000, Divide into seven new parcels, Duckworth Road, Zoned R-1-15 (Single-family), Ward 3

General Plan 2110PC165, by Brown, Mitchell & Alexander, Inc., tax parcels 0908C-01-001.000 and 0908E-01-001.001, Approval of General plan for 43-lot subdivision (Florence Gardens Phase X), Music St, Zoned R-1-7.5 (Single-family), Ward 6

Resubdivision 2110PC166, by agent Heinrich & Associates, tax parcel 0707Q-01-004.000, Divide into 2 new parcels, 13558 John Clark Rd, Zoned R-1-15 (Single-family), Ward 7

Final Plat 2110PC167, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-022.000, Approval of Final Plat for 19-lot subdivision (Gulfview Villas), E Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Final Plat 2110PC168, by agent Heinrich and Associates, LLC, tax parcel 0808K-03-133.000, Approval for Zero Lot Line Final Plat for a 62-lot subdivision (Camden Court), Dye Rd, Zoned R-2 (Single-family), Ward 7

Final Plat 2110PC169, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-051.000, Approval of Final Plat for a 10-lot townhome development (Courtyards At The Courthouse Plan), Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

This the 10th day of September 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates:

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: **Zoning Map Amendment 2110PC162:**

Zoning Map Amendment 2110PC162, by agent Felix L. Lee, tax parcels 0811E-02-018.000, 0811E-02-019.000, Request to rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1715 and 1721 29th Avenue, Ward 2

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2110PC162

Hearing Date: November 18, 2021

Current Zoning/Use: T-5 / Residential home

Legal: Zoning Map Amendment 2110PC162, by agent Felix L. Lee, tax parcels 0811E-02-018.000, 0811E-02-019.000, Request to rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1715 and 1721 29th Avenue, Ward 2

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone property from T-5 (Urban Center Zone) to a T6 (Urban Core) zone. Currently, the property has an existing single family home on site that the applicant would like to use as a contractor office. The current zoning does not allow for this use, therefore, the property must rezone.

The applicant has chosen public need as justification for the change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. Need is addressed by the applicant as the existing neighborhood consist of viable commercial businesses in the surrounding area. However, the applicant has not justified that statement due to the fact that 1721 29th Street, 2906 17th Street, and 1817 29th Avenue has not had a viable business within those particular buildings for several years. The United State Post office and Mississippi Power are the only active businesses in this neighborhood. This area consist of a majority of single- family homes and a T6 zoning district would be intrusive to the existing neighborhood.

Technical Report

Zoning Map Amendment

Furthermore, the applicant further states that there are other businesses in the area such as Elliott Homes, Brick Yard and Window Glass Company, and the City of Gulfport warehouse. However, these businesses are a blocks to two block away from the proposed construction office and all of those businesses are zoned T6 and have no residential uses in the immediate area. Therefore, the request would not be in harmony to the existing neighborhood.

EXECUTIVE SUMMARY

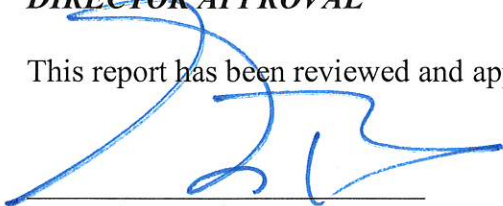
The applicant has not proven a need for a zoning change. In fact, the rezoning of this area from a T5 zoning district to a T6 zoning district would be intrusive to the existing residential neighborhood. By approving the rezoning, the approval would allow such businesses as car sales, restaurant, liquor store, boat sales and accessories service, and pawn shops just to name a few.

Any approval should consider these conditions:

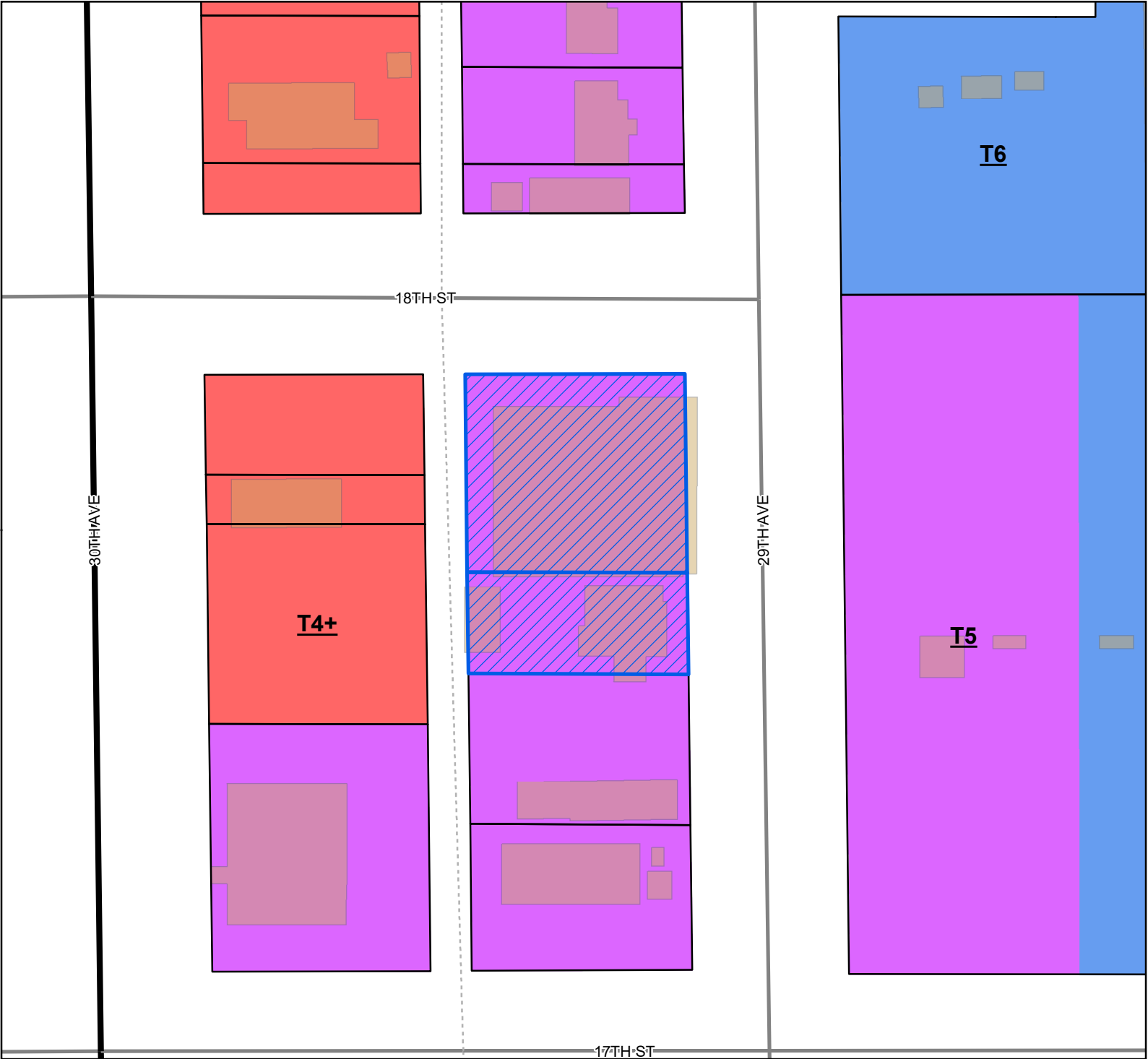
1. Approval would grant applicant to rezone property from T5 (Urban Center Zone) to T6 (Urban Core Zone)

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



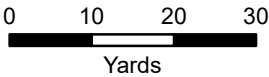
- Site
- US or State Highway
- Street
- Alley
- Parcels
- Buildings

Smart Code

- T6
- T5
- T4+

Site Information

0811E-02-018.000
0811E-02-019.000
Zoning: T-5 (Urban Center Zone)
Size: 16,813 sq ft.
Flood: X



1 inch = 70 feet



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

For Staff Use Only

Case File # 2110PC162Date Received: 9-7-21

Receipt #: _____

Received By: _____

Zoning: T5Ward: 2 Flood: X

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

Property Information

TAX PARCEL # 0811E-02-018-000
0811E-02-019-000

(If necessary, use separate sheet of paper)

Address of Property Involved: 1715 29th AVE. GULFPORT MS 39501Lot(s) 5 & 6, Block(s) 139, Subdivision ORIGINAL GULFPORT SUBDIVISIONGeneral Location: WEST OF MS POWER SUBSTATION & USPOSTAL

GENERAL DESCRIPTION OF REQUEST:

TO BE ABLE TO UPGRADE/REZONE COMMERCIAL PROPERTY
FROM T5 TO T6. PROPERTY IS ADJACENT TO T6 PROPERTIES

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

Felix L. Lee

Printed Name Of Owner

14005 Dundee Cove

Mailing Address

GULFPORT MS 39503

City

State

Zip code

228.365.2717

Home Phone

Work/Cell Phone

Felix.lee@felixleeelectrical.com

Email

Felix L. Lee

Signature Of Owner

AGENT

Felix L. Lee

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Felix L. Lee

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) NINOKIA C. Lee

ADDRESS (STREET, CITY, STATE, ZIP CODE) 14005 Dundee Cove Gpt. MS 39503

PHONE # (H) _____ (W) 228-297-6346

TAX PARCEL NUMBER(S) OWNED 0811E-02-018-000

✗ SIGNATURE: [Signature]

NAME OF OWNER (PRINT) Anthony Syrov

ADDRESS (STREET, CITY, STATE, ZIP CODE) 1721 29th AVE.

PHONE # (H) _____ (W) 228-229-4912

TAX PARCEL NUMBER(S) OWNED 0811E-02-019-000

SIGNATURE: [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: [Signature]



Designation of Agent

I, FAIX LEE, being owner of the property 1715 29th AVE.
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Anthony Seymour to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

Such representation shall be for all purposes concerning any manner, right, or obligation relating to this
petition. This designation authorizes my agent to make verbal or written representations and/or
declarations on my behalf, and I shall be legally bound by said verbal or written representations and/or
declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in
approval or denial of said petition.

Anthony Seymour

Signature

9-7-21

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON



Given under my hand and seal of office this the 7 day of September, 20 21

Sylvia Johnson

Notary Public

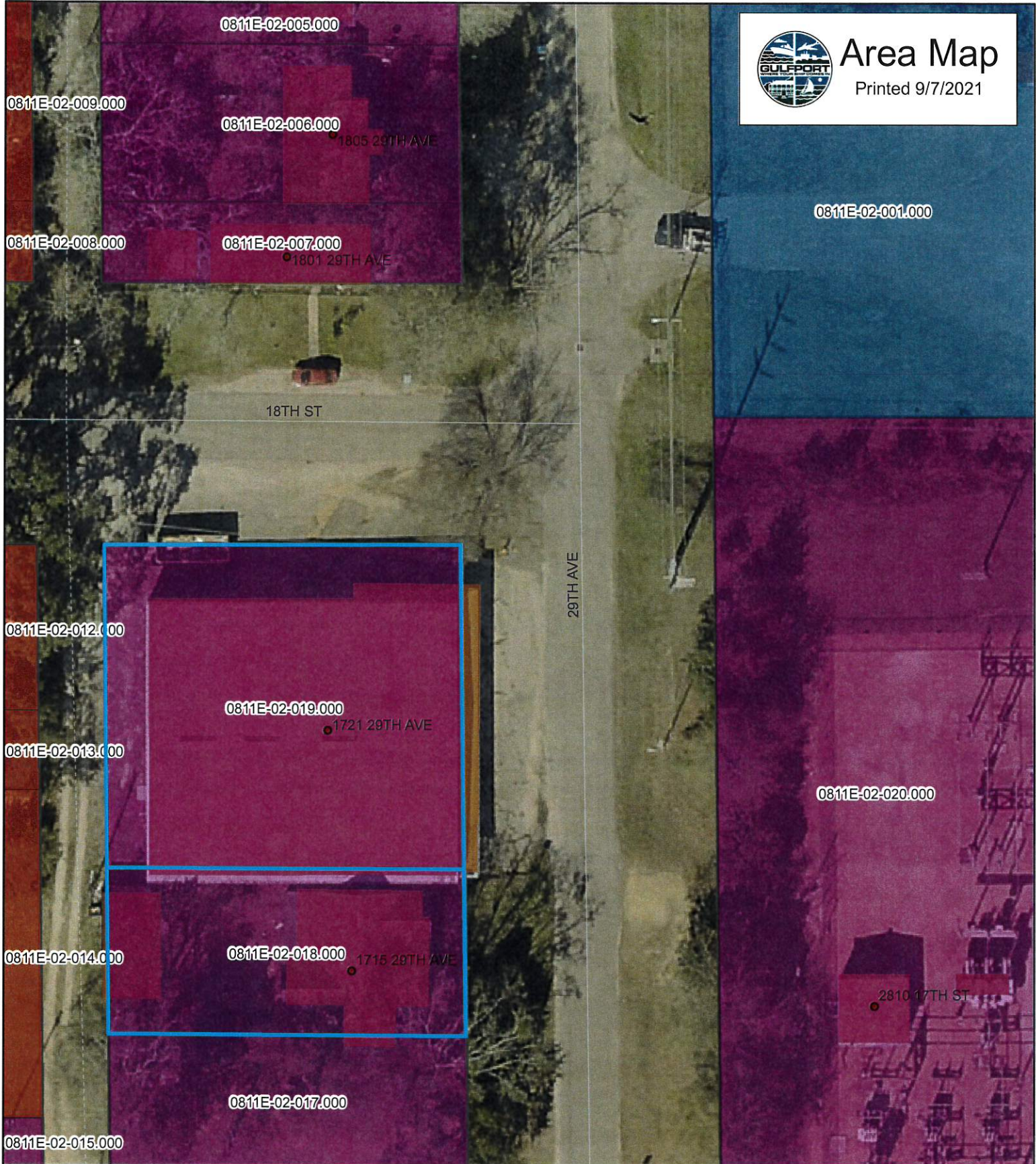
2/24/24

Commission Expiration



Area Map

Printed 9/7/2021



● Addresspoints **Harrison_HughRes_2020.sid**

Minor/Residential **RGB**

Alley

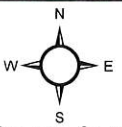
WaterFeatures

Parcels

Red: Band_1

Green: Band_2

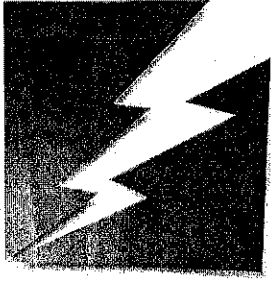
Blue: Band_3



1 inch = 40 feet

DATA DISCLAIMER:

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



Felix Lee Electric

Bringing energy into focus

FELIX L. LEE ELECTRIC, LLC
1900 43rd AVENUE (P)
14005 DUNDEE COVE (M)
GULFPORT, MS. 39501
228-365-2717
Felixlee@felixleeelectrical.com

Urban Development-Planning Division
1410 24th Ave
Gulfport, MS. 39501

Re: Amendment//Land Use
Reclassification (Smart Code)

We would like to demonstrate and produce evidence place in record that the character of the neighborhood has changed to such an extent as to justify reclassification and there is a public need for rezoning.

Mississippi Supreme Court (Board of Alderman, City of Clinton v. Conerly, 509 So.2d 877 (Miss. 1987) and Thomas v. Board of Sup'rs of Panola County, 45 So. 3d 1173 (Miss. 2010) would suggest that a record be placed to demonstrate the require change to the character of the neighborhood and public need:

We can establish this change by the following details of information via

1. Map showing the circumstance of the area
2. Evidence of the growth in the neighborhood
3. Changes in the neighborhood

APPLICATION REQUIREMENTS:

- A. ATTACHED
- B. ATTACHED
- C. FELIX L.LEE will be agent with authority for application for amendment and reclassification.
- D. MISSISSIPPI POWER 2906 17TH AVE. GULFPORT MS 39501
ANTHONY SEYMOUR-Owner of TILE & STONE RE-SOURCE, LLC
1721 29TH AVE. GULFPORT, MS. 39501
- E. Yes, we believe/feel that the character of the neighborhood has changed and we feel that our interest property at 1715 29th Ave. would have evidence to provide/prove that a reclassification or amendment is justifiable. We are adjacent to Tile & Stone Re-Source (N), Mississippi Power Company due South of us at 2906 17th Ave., Mississippi Power due East of my front door and less than 100' and there the United Postal Service due East of our property at question. There are Commercial buildings South of the property, Elliott Homes, Brick Yard and Window Glass Company. The City of Gulfport has a warehouse less than a block from us. Mississippi Power Utility Substation is right across the street from us. There's a Church out our back door off 17th Street next door to Mississippi Power. We feel we providing proof to the extent to justify reclassification and there can be a public need for rezoning Tax Parcel # 0811E-02-018-000, 1715 29th Ave. Gulfport, MS 39501.

F. Felix L. Lee the owner of property at hand. Our company Felix L. Lee Electric, LLC of Gulfport, MS. Would like to submit our application for rezoning. I, along with Niyokia Lee are the owners of both business and land. We want to submit for reclassification of property to serve as T6 Zone for our electrical needs. We have an electrical firm MS License # 17661-MC and we have been doing business with the City of Gulfport for years. We had an office space where we were allowed to use space and we were at 828 Pass Rd. Suite A. Our friend died and we didn't take care of establishing our office and someone bought the space. We have purchased this property for the sole reason of it was commercial. We invested to have the opportunity to expand our business and have a justifiable business address. This amendment would also allow our firm to beautify the neighborhood by upgrading the property. Right now, empty and we would like to move Felix Lee Electric into it. This property would also be a HUBZONE BUSINESS which our firm is listed with the Small Business Administration. This office would pass all of SBA, MDOT, VETERAN AFFAIRS and HUBZONE classifications which we already have. We would enhance the neighborhood and by us having our firm relocated there it would resolve us looking for a space to invest our future in. The property is 80% complete when we purchased it and there are some minor repairs. We will upgrade this property and bring value to the neighborhood plus we will have great access to main roads for our service calls. We work in the field and our office will be there for estimating and filling. Our computer work will be done there and dispatch accordingly. If we are granted this amendment, we can begin our start of work immediately. We just want to invest in property we already purchased as commercial and utilize it as a T6 zone. We have Master License for Electrical with MSBOC #17661-MC and just looking to be able to pull our own permits with the City of Gulfport.

Sincerely,

Felix L. Lee-Owner

Felix L. Lee Electric, LLC

VOSB, 8A, DBE, HUBZONE Certified with SBA, Veteran Affairs and Department of Transportation



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
TSR Holdings LLC	Legal
Tile and Stone Re-Source	Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1247842
Status:	Good Standing
Effective Date:	12/04/2020
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
Anthony Seymour
13396 Greenhill Cir
Biloxi, MS 39532

Officers & Directors

Name	Title
Anthony Seymour 13396 Greenhill Cir Biloxi, MS 39532	Manager

SCANNED

REVIEWED



Johnnie 1st Judicial District
Instrument 2020 3763 D - J1
Filed/Recorded 4/15/2020 02:51 P
Total Fees \$ 26.00
2 Pages Recorded

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

File#200696

Indexing Instructions:
Lots 5 & 6, Blk 139, Original Gulfport
S/D, 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,

**MARIA ELEANOR RAMOS-ROBINSON and LEVI RYAN ROBINSON
9633 INDEPENDENCE DRIVE
WESTMINSTER, CO 80021
(228) 243-4232**

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

**FELIX LEE and NIYOKIA LEE
as tenants by the entirety with full rights of survivorship and not as tenants in common
14005 DUNDEE COVE
GULFPORT, MS 39503
(225) 365-2717**

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:

Lot Five (5) and Lot Six (6), Block One Hundred Thirty-Nine (139), ORIGINAL GULFPORT SUBDIVISION, a 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 County, Mississippi, in Plat Book 11 at Page 9 thereof, reference to which is hereby made in aid of and as a part of this description.

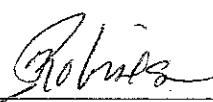
THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

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

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 SIGNATURES of the Grantors on this the 9th day of April, 2020.



MARY ELEANOR RAMOS-ROBINSON
MARIAE

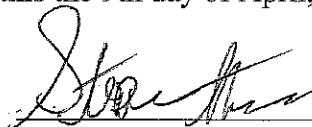


LEVI RYAN ROBINSON

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ~~MARY ELEANOR RAMOS-ROBINSON~~ and LEVI RYAN ROBINSON, 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.

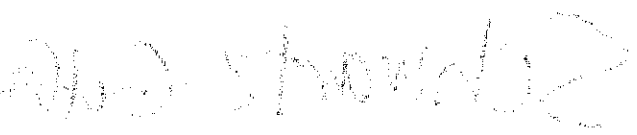
GIVEN under my hand and official seal on this the 9th day of April, 2020.



NOTARY PUBLIC

My Commission Expires: 2/25/2024





STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, JAMES H. KENNEDY, do hereby sell and quitclaim unto S. A. S. LIMITED, a Limited Partnership, whose general partners are Edward H. Anderson, Nelda Gatewood Stringer and Margaret Lena Stuart, all of my right, title and interest in and to the following described land and property being located and situated in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Lots 1, 2, 3 and 4, Block 139, ORIGINAL GULFPORT, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

For the consideration herein recited, the Grantees herein do hereby assume and agree to pay that certain indebtedness secured by a Deed of Trust executed by Continental Steel Buildings, Inc. to Stuart Robinson, Trustee, and Bankers Trust Savings and Loan Association, Beneficiary, dated July 17, 1970, and recorded in Deed of Trust Book 581 at Page 146 of the Records of Mortgages and Deeds of Trusts on Land on file in the office of the Chancery Clerk of Harrison County, Mississippi.

For the same consideration herein recited, the Grantor does hereby assign and set over to the Grantees herein all escrow funds held by Bankers Trust Savings and Loan Association or its assigns, in connection with the above styled loan in addition to all existing policies of fire insurance.

The above described property is not and has never been a part of my homestead.

WITNESS MY SIGNATURE this the 12 day of May, 1975.

TITLE NOT EXAMINED

James H. Kennedy
JAMES H. KENNEDY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY, came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the withi n named JAMES H. KENNEDY, who acknowledged to and before me that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN under my hand and official seal of office, this the 12th day of May, 1975.

Francis C. Howard
NOTARY PUBLIC

My Commission Expires:
2-12-79

9649

STATEMENT OF FEES
Filing .05
Recording 300 Words @ 25
15c per 100
Certificate .50
Indexing 15c each
Separate Subdivision 60
Total Fees 1.90

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 9 o'clock and 52 minutes A. M. on 27 day of May, A. D. 1975 and recorded May 28, 1975 in Records of Deeds, Book 751 Pages 282-83

G. N. CREEL, Chancery Clerk
By Jo Burdeau, D. C.



DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

November 1, 2021

LEE FELIX
14005 DUNDEE COVE
GULFPORT, MS, 39503

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

RE: Zoning Map Amendment 2110PC162, by agent Felix L. Lee, tax parcels 0811E-02-018.000, 0811E-02-019.000, Request to rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1715 and 1721 29th Avenue, Ward 2

To Whom It May Concern:

The purpose of this letter is to inform you that the Gulfport City Planning Commission was unable to conduct the public hearing on October 28, 2021, due to lack of a quorum. This will advise you that the public hearing has been continued until **Thursday, November 18, 2021, at 4:30 P.M.** in the Council Chambers at the Gulfport City Hall, located at 2309 15th Street.

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.

A copy of the filed application to be considered and subsequent decision letter, after the public hearing, 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. You may also contract this office for details relating to this matter. Adjacent property owners will not be provided any further correspondence on the matter unless an appeal is filed but may, as stated above, contact this office for additional information.

Any interested party that may feel aggrieved by the decision of the Gulfport City Planning Commission may confirm by filing a written notice of appeal on or before fifteen (15) calendar days after the date of the Gulfport City Planning Commission 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 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. A filing fee for an appeal will apply. Please contact the above listed office for further details on the appeal process.

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

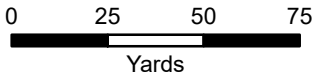
Sincerely,
City of Gulfport Planning Division

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	19930	0811E-02-018.000	LEE FELIX	14005 DUNDEE COVE	GULFPORT	MS	39503
Adjacent Property Owners							
	19822	0811E-02-007.000	ALEXANDER DENNIS JOHN SR & MARY ALI	1801 29TH AVE	GULFPORT	MS	39501
	19824	0811E-02-009.000	BUSSOLATI PAUL & HELVESTON STANLEY	1804 30TH AVE	GULFPORT	MS	39501
N	19823	0811E-02-008.000	BUSSOLATI PAUL & HELVESTON STANLEY	1804 30TH AVE	GULFPORT	MS	39501
	19938	0811E-02-013.000	CATCHINGS GWENDOLYN	316 REYNOIR ST	BILOXI	MS	39530
	19931	0811E-02-017.000	DE JONG INVESTMENTS LLC	2781 MARTIN RD	MT VERNON	WA	98273
	19940	0811E-03-053.000	DEMETRAKOPOULOS JOHN	187 PORTER AVE	BILOXI	MS	39633
	88281	0811E-02-015.000	EMPOWERMENT MINISTRIES CHRISTIAN CT	1700 30TH AVE	GULFPORT	MS	39501
	88380	0811E-03-051.000	IRONS ROY & J & B INVESTMENTS LLC	11397 PALM VALLEY COVE	GULFPORT	MS	39503
	19944	0811E-03-050.000	IRONS ROY L ETAL	P O BOX 3119	GULFPORT	MS	39505
	19945	0811E-03-049.000	J & B KELLY INVESTMENTS LLC	11397 PALM VALLEY CV	GULFPORT	MS	39503
N	19927	0811E-02-020.000	MISS POWER CO				0
N	88283	0811E-02-016.000	MISS POWER CO				0
	19821	0811E-02-006.000	MSL PROPERTIES LLC	20231 CLIFF ALLEN LN	LONG BEACH	MS	39560
N	19820	0811E-02-005.000	MSL PROPERTIES LLC	20231 CLIFF ALLEN LN	LONG BEACH	MS	39560
	19939	0811E-02-012.000	ROBINSON MARIA ELEANOR RAMOS	1715 29TH AVE	GULFPORT	MS	39501
	19929	0811E-02-019.000	S A S LTD ETAL	625 CHARLESTON LN	LONG BEACH	MS	39560
	19937	0811E-02-014.000	SCHMITT TIMOTHY	22020 EPISCOPAL SCHOOL RD	LONG BEACH	MS	39560
	19941	0811E-03-052.000	THOMPSON JIMMY	1719 30TH AVE	GULFPORT	MS	39501
	19828	0811E-02-001.000	UNITED STATES POSTAL SERVICE	P O BOX 1059	GULFPORT	MS	39501



Legend

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



1 inch = 150 feet



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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:****IPL0047366****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**

October 28, 2021 4:07:23 PM EDT

Amount:

50.52

SCHEDULE FOR AD NUMBER IPL00473660

November 3, 2021
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00473660**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, November 18, 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 2110PC162, by agent Felix L. Lee, tax parcels 0811E-02-018.000, 0811E-02-019.000, Request to rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1715 and 1721 29th Avenue, Ward 2

Planning Commission Approval 2111PC172, by agent Heather L. Wilson, tax parcel 0808D-01-004.000, Requests home occupation for hobby sales of homemade soap, 12505 Depew Road, Zoned R-1-10 (Single-family), Ward 7

Planning Commission Approval 2111PC174, by owner Hazel Ann Beavers, tax parcel 0711L-02-029.001, request home occupation for a mobile notary, 1608 Rhorer Ave. Zoned R-1-7.5 (Single family), Ward 1

Final Plat 2111PC175, 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 Final Plat 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 2111PC176, by agent Freddie Fountain, tax parcel 0907J-01-001.005, Requests to rezone from R-1-15 (Single-family) to R-B (Residence business), Three Rivers Rd, Ward 6

General Plan 2111PC177, by owner River Point Estates, LLC, tax parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, and 1007O-01-028.008, Approval of General Plan for a 7-lot subdivision (River Point Estates), O'Neal Rd, Zoned R-E (Residence estate), Ward 6

Final Plat 2111PC178, by agent Brown, Mitchell, and Alexander, Inc., tax parcel 1009E-02-002.001, Request approval for multiple buildings on one property, 10185 Lorraine Rd, Zoned I-1 (Light industry), Ward 5.

Planning Commission Approval 2111PC179, by owners Khristopher and Kayla Dedeaux, tax parcel 1008F-01-003.037, Request home occupation for online women's clothing boutique, 10830 Plummer Circle, Zoned R-1-10 (Single-family), Ward 6

Special Exception 2112SE181, by agent Ryan Goldin, tax parcel 0910B-04-025.000, Requests a Day Care use, 55 51st St, Zoned R-1-7.5 (Single-family), Ward 4

This the 27th day of October 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: Resubdivision 2110PC163:

Resubdivison 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thornton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2110PC163

Hearing Date: November 18, 2021

Current Zoning/Use: R-2, R-B / Vacant

Legal: Resubdivision 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thornton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

TECHNICAL DETAILS

The applicant requests to divide 1.9 acres into 7 new parcels. The parcel was approved on April 15, 2021 by the Zoning Board of Adjustments and Appeals for multiple variances for setbacks and lot area Case 2103ZB048. In addition to being approved for variances, the Planning Commission case 2104PC052 approved a resubdivision of 8 new parcels on April 22, 2021 Case 2104PC052. The purpose for the new subdivision is that the applicant exceeded the lot coverage when residential construction plans were submitted and reviewed.

The Gulfport Subdivision Regulations require that:

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

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

EXECUTIVE SUMMARY

At present, submitted construction plans for lots 1-6 with proposed single-family homes exceed the allowable building site coverage. Multiple variance were approved for this parcel, however a variance to exceed lot coverage was not requested by the applicant. With the staff's guidance, a resubdivision would allow the development to conform to the city's zoning ordinance.

Any approval should consider these conditions:

1. Coordinating easement along south property line of lot 8 with developer. Dedication language on plat to City of Gulfport similar to subdivision plat.
2. Provide separate water and sewer services for each lot. Provide 8- foot easement on Lot 8 for future water and sewer service (South property line) dedicated to Gulfport.

Technical Report

Resubdivision

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	Coordinating easement along south property line of lot 8 with developer. Dedication language on plat to City of Gulfport similar to subdivision plat. Memo dated 10/19/2021.
<u>Public Works:</u>	Provide separate water and sewer services for each lot. Provide 8-foot easement on Lot 8 for future water and sewer service (South property line) dedicated to Gulfport. Memo dated 10/18/2021.
<u>Traffic and Safety:</u>	No conditions. Memo dated 10/19/2021.
<u>Building Code Services:</u>	No conditions. Memo dated 10/18/2021.
<u>GIS:</u>	No conditions. Memo dated 10/19/2021.
<u>Police Department:</u>	No conditions. Memo dated 10/13/2021.
<u>Fire Department:</u>	No conditions. Memo dated 10/13/2021.
<u>City Arborist:</u>	No conditions. Memo dated 10/13/2021.

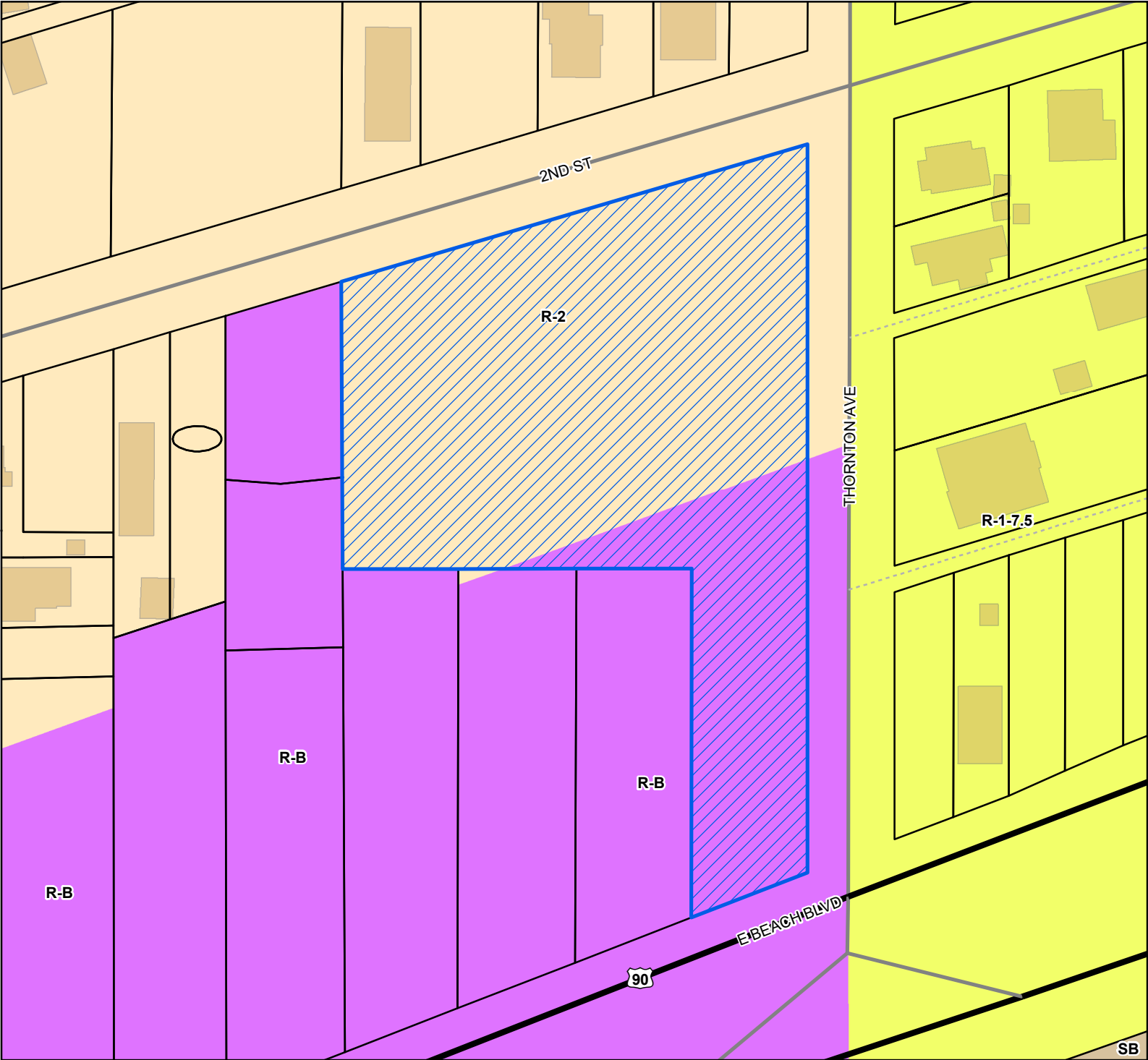
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department





Legend

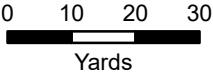
- Site
- US or State Highway
- Street
- Alley
- Parcels
- Buildings

Zoning

- R-1-7.5 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)
- R-B - Residence-Business District
- SB - Sand Beach

Site Information

0811G-02-016.000
 Zoning: R-2 (Single Family Zone)
 Size: 1.9 acres
 Flood: X



1 inch = 90 feet



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



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	8	1	1	6

 -

0	2

 -

0	1	6

 •

0	0	0

(If necessary, use separate sheet of paper)

For Staff Use Only

Case Number: 2110 PC 163Date Received: 9/7/21

Receipt Number: _____

Received By: U

Zoning: _____

Ward: _____ Flood: _____

Size: _____

Address of Property Involved: 1525 Thornton AvenueLot(s) 8, Block(s) _____, Subdivision _____

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Re-Subdivision of lots (8)

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

Elliott Land Development

Printed Name of Owner

1402 Pass Road.

Mailing Address

Gulfport MS 39501

City

State

Zip code

Home Phone

Work/Cell Phone

JKLeeKamp@MyElliottHome.com

Email

Signature of Owner

Printed Name of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature of Agent

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

☐

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



Covenant Affidavit

I, Josh Fleming, being owner or agent of the property 1525 Thornton Avenue
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.

[Signature] 9.7.2021
Signature Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 7th day of September, 2021

[Signature]

Notary Public



Commission Expiration

Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS. 39503
228-832-8550
Our File: 210078

Indexing: The N ½ of Lot 13 &
14 & 15 and all of Lot 16, in
Block 5 of Soria City Addition
Gulfport East Ward School

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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,

**Gulfport Municipal Separate School District
2001 Pass Road
Gulfport, MS 39501**

do hereby sell, convey and warrant unto

**Elliott Land Developments, LLC
A Mississippi Limited Liability Company
1402 Pass Road
Gulfport, MS 39501
(228) 257-9914**

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

That certain property formerly known as Gulfport East Ward School and being
described as follows, to-wit: The North Half of Lot 13, the North Half of Lot 14, the
North Half of Lot 15, and all of Lot 16, in Block 5 of Soria City Addition as shown by
map or plat thereof on file and of record in the office of the Chancery Clerk of
Harrison County, Mississippi

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.

IN WITNESS WHEREOF, Gulfport Municipal Separate School District has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 15th day of ~~January~~, 2021.

February

Gulfport Municipal Separate School District

BY: *[Signature]*
Steven Warren, President

BY: *[Signature]*
Gerald Norris, Secretary

STATE OF MISSISSIPPI

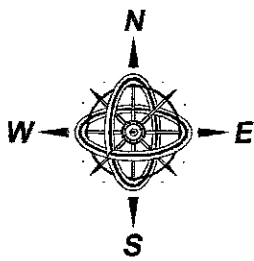
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Steven Warren, who acknowledge that he is the President of Gulfport Municipal Separate School District, and Gerald Norris, who acknowledge that he is the Secretary of Gulfport Municipal Separate School District and both as its act and deed, signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15th day of ~~January~~, 2021.

[Signature]
NOTARY PUBLIC





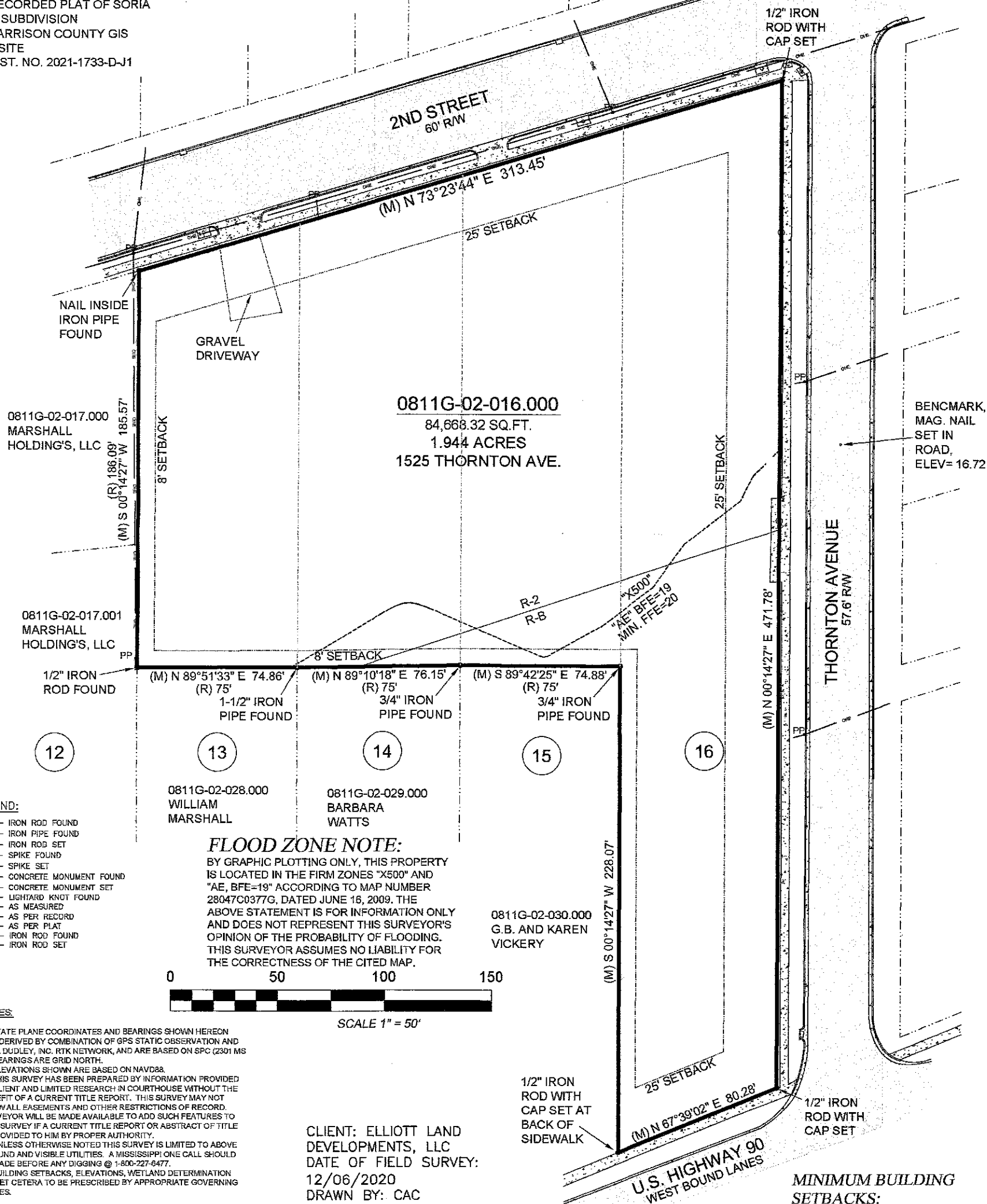
A RESUBDIVISION OF A 1.944 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1", "2", "3", "4", "5", "6", "7" AND "8". SAID
PARCEL BEING REFERRED TO AS TAX PARCEL
NO. 0811G-02-016.000, ADDRESS-
1525 THORNTON AVENUE

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

REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

REFERENCE MATERIAL:

- 1.) GULFPORT ONLINE ATLAS
- 2.) RECORDED PLAT OF SORIA
CITY SUBDIVISION
- 3.) HARRISON COUNTY GIS
WEBSITE
- 4.) INST. NO. 2021-1733-D-J1



PREPARED BY:

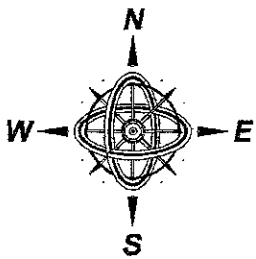
CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE

BILOXI, MS 39532 PHONE: 228-234-1649

**GPS OBSERVATION
NOTE**

DATE OF FIELD WORK: 12/06/2020
TOPCON HIPER VR RECIEVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK



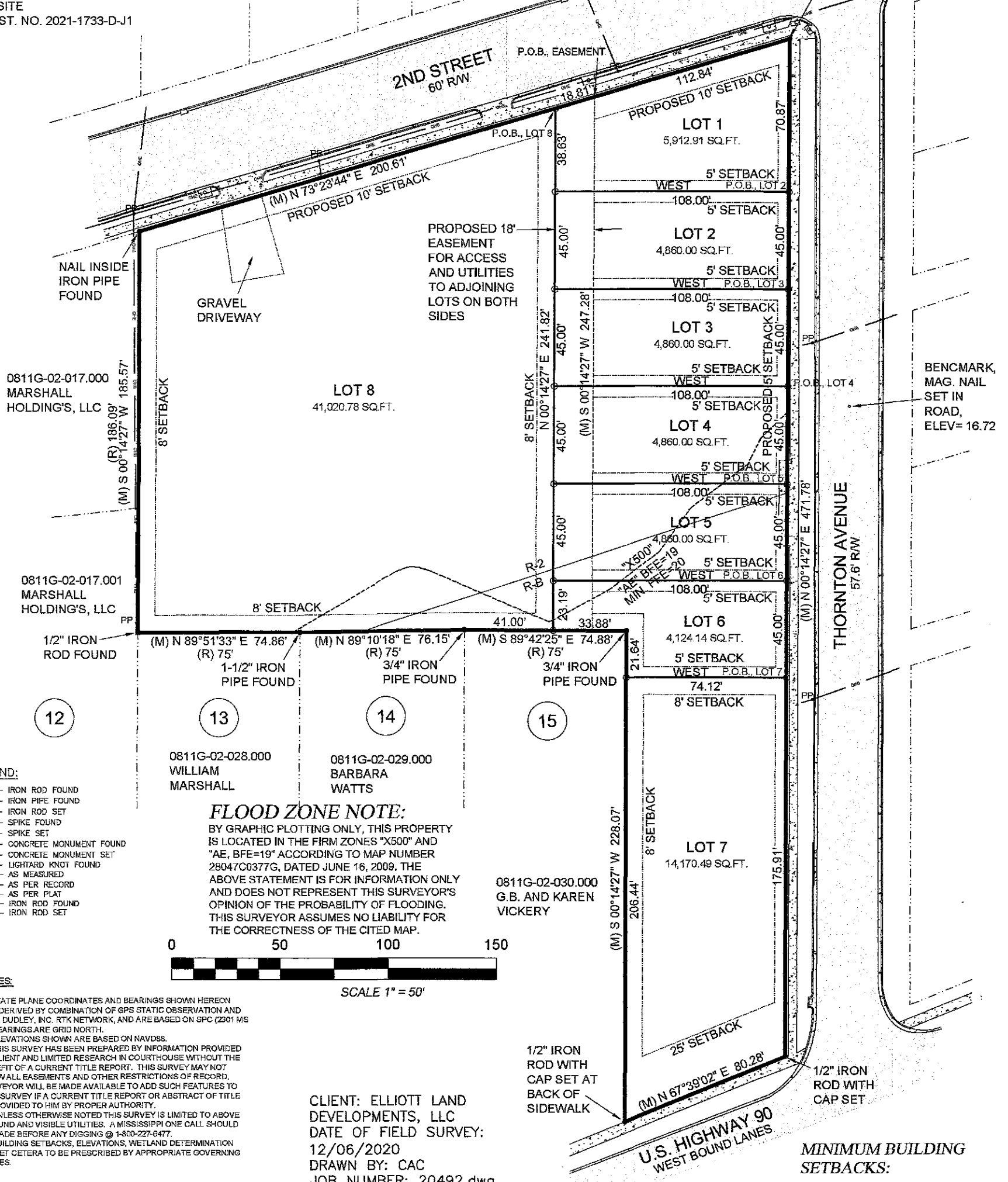
A RESUBDIVISION OF A 1.944 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1", "2", "3", "4", "5", "6", "7" AND "8". SAID
PARCEL BEING REFERRED TO AS TAX PARCEL
NO. 0811G-02-016.000, ADDRESS-
1525 THORNTON AVENUE

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

REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

REFERENCE MATERIAL:
1.) GULFPORT ONLINE ATLAS
2.) RECORDED PLAT OF SORIA
CITY SUBDIVISION
3.) HARRISON COUNTY GIS
WEBSITE
4.) INST. NO. 2021-1733-D-J1

POINT OF BEGINNING FOR
LOT 1 AND POINT OF
COMMENCEMENT FOR ALL
OTHER LOTS, 1/2" IRON
ROD WITH CAP SET AT THE
NE CORNER OF LOT 16



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
- APP — AS PER PLAT
- IRF — IRON ROD FOUND
- IRS — IRON ROD SET

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY
IS LOCATED IN THE FIRM ZONES "X500" AND
"AE, BFE=19" ACCORDING TO MAP NUMBER
28047C0377G, DATED JUNE 16, 2009. THE
ABOVE STATEMENT IS FOR INFORMATION ONLY
AND DOES NOT REPRESENT THIS SURVEYOR'S
OPINION OF THE PROBABILITY OF FLOODING.
THIS SURVEYOR ASSUMES NO LIABILITY FOR
THE CORRECTNESS OF THE CITED MAP.

0811G-02-030.000
G.B. AND KAREN
VICKERY

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). BEARINGS ARE GRID NORTH.
- 2.) ELEVATIONS SHOWN ARE BASED ON NAVD83.
- 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.

PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: ELLIOTT LAND
DEVELOPMENTS, LLC
DATE OF FIELD SURVEY:
12/06/2020
DRAWN BY: CAC
JOB NUMBER: 20492.dwg

**GPS OBSERVATION
NOTE**

DATE OF FIELD WORK: 12/06/2020
TOPCON HIPER VR RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

**MINIMUM BUILDING
SETBACKS:**

THIS PARCEL OF LAND IS
LOCATED IN ZONES R-2 AND
R-B AS PER CITY OF GULFPORT
ONLINE ATLAS. REFER TO CITY
OF GULFPORT MUNICOD FOR
SETBACKS AND OTHER CRITERIA.

A RESUBDIVISION OF A 1.944 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1","2","3","4","5","6","7" AND "8". SAID
PARCEL BEING REFERRED TO AS TAX PARCEL
NO. 0811G-02-016.000, ADDRESS-
1525 THORNTON AVENUE

NOTE:

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

GPS OBSERVATION

NOTE

DATE OF FIELD WORK: 12/06/2020
TOPCON HIPER VR RECIEVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

BOUNDARY NOTE:

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

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM
INFORMATION PROVIDED BY CLIENT, WITHOUT THE
BENEFIT OF A CURRENT TITLE REPORT.
- 2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE
"AE,BFE=18", "AE,BFE=19" AND "AE,BFE=20"
ACCORDING TO MAP NUMBER 28047C026BG
DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY:
GRID NORTH BY GPS OBSERVATION, ALL LINES
RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM
REQUIREMENTS FOR A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED
ONLY FOR THE CLIENT NAMED HEREON AND NO
THIRD PARTY CERTIFICATION IS EXPRESSED OR
IMPLIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS
COMPLETE AND INTACT, HAS AN ORIGINAL
SIGNATURE AND DATE, AND HAS THE ORIGINAL
EMBOSSOR OR COLORED (NOT BLACK) STAMPED
SURVEYOR'S SEAL.

CLIENT: ELLIOTT LAND
DEVELOPMENTS, LLC
DATE OF FIELD SURVEY:
12/06/2020
DRAWN BY: CAC
JOB NUMBER: 20492.dwg

PREPARED BY:

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

0811G-02-016.000, RECORD DESCRIPTION, 2021-1733-D-JI

That certain property formerly known as Gulfport East Ward School and being described as follows, to-wit:
The North Half of Lot 13, the North Half of Lot 14, the North Half of Lot 15, and all of Lot 16, in Block 5 of
Soria City Addition as shown by map or plat thereof on file and of record in the office of the Chancery Clerk
of Harrison County, Mississippi

LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION:

LEGAL DESCRIPTION: LOT "1"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION; THENCE
ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 70.87'; THENCE WEST 108.00'; THENCE
N00°14'27"E 38.63' TO THE SOUTH MARGIN OF 2ND STREET; THENCE ALONG SAID SOUTH MARGIN,
N73°23'44"E 112.84' TO THE POINT OF BEGINNING, CONTAINING 5,912.91 SQUARE FEET. BEING SUBJECT
TO AN ACCESS AND UTILITY EASEMENT ACROSS THE WEST 18 FEET OF HEREIN DESCRIBED PROPERTY.

LEGAL DESCRIPTION: LOT "2"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 70.87' TO THE POINT OF
BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 108.00';
THENCE N00°14'27"E 45.00'; THENCE EAST 108.00' TO THE POINT OF BEGINNING, CONTAINING 4,860.00
SQUARE FEET. BEING SUBJECT TO AN ACCESS AND UTILITY EASEMENT ACROSS THE WEST 18 FEET OF
HEREIN DESCRIBED PROPERTY.

LEGAL DESCRIPTION: LOT "3"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 115.87' TO THE POINT OF
BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 108.00';
THENCE N00°14'27"E 45.00'; THENCE EAST 108.00' TO THE POINT OF BEGINNING, CONTAINING 4,860.00
SQUARE FEET. BEING SUBJECT TO AN ACCESS AND UTILITY EASEMENT ACROSS THE WEST 18 FEET OF
HEREIN DESCRIBED PROPERTY.

LEGAL DESCRIPTION: LOT "4"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 160.87' TO THE POINT OF
BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 108.00';
THENCE N00°14'27"E 45.00'; THENCE EAST 108.00' TO THE POINT OF BEGINNING, CONTAINING 4,860.00
SQUARE FEET. BEING SUBJECT TO AN ACCESS AND UTILITY EASEMENT ACROSS THE WEST 18 FEET OF
HEREIN DESCRIBED PROPERTY.

LEGAL DESCRIPTION: LOT "5"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 205.87' TO THE POINT OF
BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 108.00';
THENCE N00°14'27"E 45.00'; THENCE EAST 108.00' TO THE POINT OF BEGINNING, CONTAINING 4,860.00
SQUARE FEET. BEING SUBJECT TO AN ACCESS AND UTILITY EASEMENT ACROSS THE WEST 18 FEET OF
HEREIN DESCRIBED PROPERTY.

LEGAL DESCRIPTION: LOT "6"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 250.87' TO THE POINT OF
BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 74.12' TO
THE WEST LINE OF SAID LOT 16; THENCE ALONG SAID WEST LINE, N00°14'27"E 21.64' TO AN IRON PIPE
FOUND; THENCE N89°42'25"W 33.88'; THENCE N00°14'27"E 23.19'; THENCE EAST 108.00' TO THE POINT OF
BEGINNING, CONTAINING 4,124.14 SQUARE FEET. BEING SUBJECT TO AN ACCESS AND UTILITY
EASEMENT ACROSS THE WEST 18 FEET OF HEREIN DESCRIBED PROPERTY.

LEGAL DESCRIPTION: LOT "7"

A PORTION OF LOT 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE
BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 295.87' TO THE POINT OF
BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 175.91' TO THE NORTH MARGIN
OF U.S. HIGHWAY 90; THENCE ALONG SAID NORTH MARGIN, S67°39'02"W 80.28' TO THE WEST LINE OF
SAID LOT 16; THENCE ALONG SAID WEST LINE, N00°14'27"E 206.44'; THENCE EAST 74.12' TO THE POINT
OF BEGINNING, CONTAINING 14,170.49 SQUARE FEET.

LEGAL DESCRIPTION: LOT "8"

A PORTION OF LOTS 13, 14, 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST
JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE SOUTH MARGIN OF 2ND STREET, S73°23'44"W 112.84' TO THE POINT OF BEGINNING;
THENCE FURTHER ALONG SAID SOUTH MARGIN OF 2ND STREET, S73°23'44"W 200.61' TO A NAIL INSIDE
AN IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID LOT 13; THENCE ALONG THE WEST LINE OF
SAID LOT 13, S00°14'27"W 185.57' TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE NORTH
ONE-HALF OF SAID LOT 13; THENCE N89°51'33"E 74.86' TO AN IRON PIPE FOUND; THENCE N89°10'18"E
76.15' TO AN IRON PIPE FOUND; THENCE S89°42'25"E 41.00'; THENCE N00°14'27"E 241.82' TO THE POINT
OF BEGINNING, CONTAINING 41,020.78 SQUARE FEET.

LEGAL DESCRIPTION FOR EASEMENT

A 18 FEET ACCESS AND UTILITY EASEMENT ACROSS A PORTION OF THE NORTH
ONE-HALF OF LOT 15, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST
JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE
PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF LOT 16, BLOCK 5, SORIA CITY
ADDITION; THENCE ALONG THE SOUTH MARGIN OF 2ND STREET, S73°23'44"W 112.84' TO
THE POINT OF BEGINNING; THENCE S00°14'27"W 247.28'; THENCE N89°42'25"W 18.00';
THENCE N00°14'27"E 241.82' TO THE SOUTH MARGIN OF 2ND STREET; THENCE ALONG
SAID SOUTH MARGIN, N73°23'44"E 18.81' TO THE POINT OF BEGINNING.

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF TAX PARCEL # 0811G-02-016.000, LOCATED IN SORIA CITY ADDITION TO GULFPORT, MS. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF 2ND STREET AND ON THE WEST SIDE OF THORNTON AVENUE. THE AD VALOREM TAX PARCEL NUMBERS OF THE SUBJECT PROPERTY IS

0811G-02-016.000 THE CASE FILE NUMBER IS

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT ELLIOTT LAND DEVELOPMENTS, LLC IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 7th DAY OF Sept, 2021.

ELLIOTT LAND DEVELOPMENTS, LLC

BY: BRANDON ELLIOTT, MANAGING MEMBER

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: ELLIOTT LAND DEVELOPMENTS, LLC

BY: BRANDON ELLIOTT, MANAGING MEMBER

THIS 7th DAY OF Sept, 2021.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED BRANDON ELLIOTT, MANAGING MEMBER OF ELLIOTT LAND DEVELOPMENTS, LLC, WHO ACKNOWLEDGED THAT HE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 04/26/2025



SURVEYOR'S CERTIFICATE

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

WITNESS MY SIGNATURE AND SEAL THIS 7th DAY OF SEPTEMBER, 2021.

CLIFFORD A. CROSBY, MS PLS 2539



CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

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

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

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

CERTIFICATE OF APPROVAL BY THE COUNCIL

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

ATTEST:

BRITTANY RODGERS THE CITY OF GULFPORT'S CLERK OF COUNCIL

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

CERTIFICATE OF APPROVAL BY THE MAYOR

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

BILLY HEWES THE CITY OF GULFPORT'S MAYOR

PREPARED BY:

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

CLIENT: ELLIOTT LAND DEVELOPMENTS, LLC DATE OF FIELD SURVEY: 12/06/2020 DRAWN BY: CAC JOB NUMBER: 20492.dwg

RE: Resubdivison 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thornton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), 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, October 28, 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, October 28, 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.

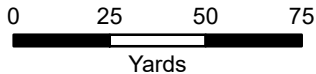
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			ELLIOTT LAND DEVELOPMENT	1402 PASS ROAD	GULFPORT	MS	39501
			Adjacent Property Owners				
	35588	0811H-04-052.000	BATCHELDER WILLIAM B & HOLLY M	1456 AVONDALE AVE	JACKSONVILLE	FL	32205
	34480	0811G-02-011.000	BOX ADAM C & KRISTEN MERRITT	4901 COURTHOUSE RD	GULFPORT	MS	39507
	81007	0811G-02-020.000	CREWS WILLIAM R & KAREN M -TRUSTEES	1540 PRATT AVE	GULFPORT	MS	39501
N	34403	0811G-02-021.000	CREWS WILLIAM R & KAREN M -TRUSTEES	1540 PRATT AVE	GULFPORT	MS	39501
N	34418	0811G-02-016.000	EAST SIDE SCHOOL				0
	87964	0811G-02-009.000	FINLEY ROSEMARY B	20111 LOVERS LN	LONG BEACH	MS	39560
	34479	0811G-02-010.000	FITE GREGORY J & SHANDRA H	1524 2ND STREET	GULFPORT	MS	39501
	34493	0811G-02-034.000	GULF COAST DEVELOPMENT LLC	22 HONEY LOCUST COURT	LAFAYETTE HILL	PA	19444
	35586	0811G-02-031.000	HERCHENHAHN JERRY T & CHERIE	167 BALMORAL AVE	BILOXI	MS	39531
	34410	0811G-02-019.000	HERRINGTON KIMBERLY B	1535 2ND ST	GULFPORT	MS	39501
	87966	0811G-02-015.000	KITE JOHN & HARRINGTON PERIAN	P O BOX 5382	VANCLEAVE	MS	39565
N	34485	0811G-02-015.001	KITE JOHN & HARRINGTON PERIAN	P O BOX 5382	VANCLEAVE	MS	39565
	34483	0811G-02-014.000	KRIMSON INVESTMENTS LLC	8218 RIDGEWOOD DR	KILN	MS	39556
	34412	0811G-02-018.000	LADNER RICHARD M & JENNY L TATE	1533 2ND ST	GULFPORT	MS	39501
N	146224	0811G-02-018.001	LADNER RICHARD M & JENNY L TATE	1533 2ND ST	GULFPORT	MS	39501
	87968	0811G-02-017.000	MARSHALL HOLDING'S LLC	2350 TWIN BAY VIEW	FT WALTON BEACH	FL	32547
N	104916	0811G-02-017.001	MARSHALL HOLDING'S LLC	2350 TWIN BAY VIEW	FT WALTON BEACH	FL	32547
N	87979	0811G-02-028.000	MARSHALL WILLIAM R	2350 TWIN BAY DR	FORT WALTON BEACH	FL	32547
	34482	0811G-02-013.000	MENARD ROBERT S & LYNN L TRUST	661 BERING DRIVE UNIT 801	HOUSTON	TX	77057
	35590	0811H-04-054.000	MORTON DAVID W & SUSAN C	15513 WHITE TAIL CT	BATON ROUGE	LA	70817
N	35589	0811H-04-053.000	MORTON DAVID W & SUSAN C	15513 WHITETAIL COURT	BATON ROUGE	LA	70817
	88771	0811H-04-048.000	NATIONS KELLY M	1510 THORNTON AVE	GULFPORT	MS	39501
N	35591	0811H-04-049.000	NATIONS KELLY M	1510 THORNTON AVE	GULFPORT	MS	39501
	35595	0811G-02-033.001	NEW SEAN J & CYNTHIA J	1532 THORNTON AVE	GULFPORT	MS	39501
	35587	0811G-02-032.000	PARKER DAVID E & JUDY E	1440 E BEACH BLVD	GULFPORT	MS	39501
	35596	0811H-04-046.000	PETTY CATHERINE C	1423- 2ND STREET	GULFPORT	MS	39501
	34404	0811G-02-022.000	RIEMANN CATHERINE	1530 PRATT AVE	GULFPORT	MS	39501
	34476	0811G-02-008.000	ROBERSON HELEN B	P O BOX 6406	GULFPORT	MS	39506
	35594	0811G-02-033.000	SMITH MICHAEL B & DEROSIER ROXAN	400 PRIVATE RD 31150	PARIS	TX	75460
	34494	0811H-04-015.000	SPARKS JEREMY LEE & DAWN R	1442 2ND STREET	GULFPORT	MS	39507
	34419	0811G-02-030.000	VICKERY G B & KAREN P	7 E 52ND ST	GULFPORT	MS	39507
	34414	0811G-02-027.000	VICMAR PROPERTIES INC	2350 TWIN BAY VIEW	FORT WALTON BEACH	FL	32547
N	34411	0811G-02-026.000	VICMAR PROPERTIES INC	2350 TWIN BAY VIEW	FORT WALTON BEACH	FL	32547
	34417	0811G-02-029.000	WATTS BARBARA F	9355 COUNTY FARM RD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
34405	0811G-02-023.000	WILLIS RICHARD C		6610 HALE CT	DIAMONDHEAD	MS	39525



Legend

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



1 inch = 150 feet



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



DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

November 1, 2021

Elliott Land Development
1402 Pass Road
Gulfport, MS 39501

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

RE: Resubdivison 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thornton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

To Whom It May Concern:

The purpose of this letter is to inform you that the Gulfport City Planning Commission was unable to conduct the public hearing on October 28, 2021, due to lack of a quorum. This will advise you that the public hearing has been continued until **Thursday, November 18, 2021, at 4:30 P.M.** in the Council Chambers at the Gulfport City Hall, located at 2309 15th Street.

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.

A copy of the filed application to be considered and subsequent decision letter, after the public hearing, 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. You may also contact this office for details relating to this matter. Adjacent property owners will not be provided any further correspondence on the matter unless an appeal is filed but may, as stated above, contact this office for additional information.

Any interested party that may feel aggrieved by the decision of the Gulfport City Planning Commission may confirm by filing a written notice of appeal on or before fifteen (15) calendar days after the date of the Gulfport City Planning Commission 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 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. A filing fee for an appeal will apply. Please contact the above listed 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

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:**

IPL0044264

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

56.28

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**

October 6, 2021 4:11:37 PM EDT

Amount:

56.28

SCHEDULE FOR AD NUMBER IPL00442640

October 13, 2021

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00442640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 28, 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 2108PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.000, Request zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

Zoning Map Amendment 2109PC144, by agent Greg Smith, tax parcel 1011D-01-028.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), 157 Oleander Dr, Ward 2

Resubdivision 2110PC157, by agent Jacques P. Pucheu, tax parcels 1009K-03-001.000, 1009L-02-001.000, Divide into 6 new parcels, Dolphin Lane and Greel Cr, Zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family), Ward 5

Planning Commission Approval 2110ZB160, by owner Caleb Fredericks, tax parcel 0810E-02-104.000, Request for duplex use, Monroe St, Zoned R-1-5 (Single-family), Ward 3

Resubdivision 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thomson Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Resubdivision 2110PC164, by agent William Tully Rhodes, tax parcel 0807J-01-007.000, Divide into seven new parcels, Duckworth Road, Zoned R-1-15 (Single-family), Ward 3

General Plan 2110PC165, by Brown, Mitchell & Alexander, Inc., tax parcels 0908C-01-001.000 and 0908E-01-001.001, Approval of General plan for 43-lot subdivision (Florence Gardens Phase X), Music St, Zoned R-1-7.5 (Single-family), Ward 6

Resubdivision 2110PC166, by agent Heinrich & Associates, tax parcel 0707Q-01-004.000, Divide into 2 new parcels, 13558 John Clark Rd, Zoned R-1-15 (Single-family), Ward 7

Final Plat 2110PC167, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-022.000, Approval of Final Plat for 19-lot subdivision (Gulfview Villas), E Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Final Plat 2110PC168, by agent Heinrich and Associates, LLC, tax parcel 0808K-03-133.000, Approval for Zero Lot Line Final Plat for a 62-lot subdivision (Camden Court), Dye Rd, Zoned R-2 (Single-family), Ward 7

Final Plat 2110PC169, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-051.000, Approval of Final Plat for a 10-lot townhome development (Courtyards At The Courthouse Plan), Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

This the 10th day of September 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates:

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: Resubdivision 2110PC164:

Resubdivision 2110PC164, by agent William Tully Rhodes, tax parcel 0807I-01-007.000, Divide into seven new parcels, Duckworth Road, Zoned R-1-15 (Single-family), Ward 3

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2110PC164

Hearing Date: November 18, 2021

Current Zoning/Use: R-1-15 / Vacant

Legal: Resubdivision 2110PC164, by agent William Tully Rhodes, tax parcel 0807I-01-007.000, Divide into seven new parcels, Duckworth Road, Zoned R-1-15 (Single-family), Ward 3

TECHNICAL DETAILS

The applicant requests to divide parcel into 7 newly created parcels, located on Duckworth Road and Three Rivers Road on tax parcels 0807I-01-007.000, zoned R-1.15 (Single-family district).

Thus, newly created parcels will be created as Parcel "1" to contain 18,136 square feet, Parcel "2" to contain 15,042 square feet, Parcel "3" to contain 15,071 square feet, Parcel "4" to contain 15,100 square feet, Parcel "5" to contain 15,129 square feet, Parcel "6" to contain 25,280 square feet, and Parcel "7" to contain 89,498 square feet. Further, all lot widths and square footage requirements have been met by the applicant, however, applicant states, "that because parcel "7" are wetlands, that parcel will not be developed.

The applicant has submitted a notarized covenant statement and each new parcel will have direct access to a dedicated public street. In addition, parcels shall have available capacity for water and sewer.

The Gulfport Subdivision Regulations require that:

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

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

Any approval should consider these conditions:

1. Per tree permit# 2105TP095, the southern magnolia on the corner of Three Rivers Road and Duckworth Road stays and the swamp chestnut oak on Three Rivers Road stays.

DEPARTMENTAL CONDITIONS

Technical Report

Resubdivision

Engineering: No conditions. Memo dated 10/19/2021.

Public Works: No conditions. Memo dated 10/21/2021.

Traffic and Safety: No comment as of 10/21/2021.

Building Code Services: No conditions. Memo dated 10/18/2021.

GIS: No conditions. Memo dated 10/19/2021.

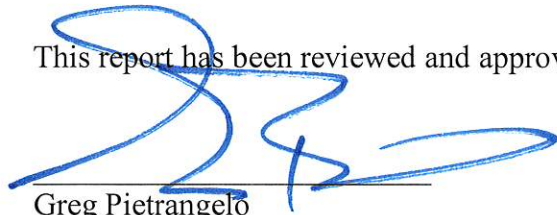
Police Department: No conditions. Memo dated 10/13/2021.

Fire Department: No conditions. Memo dated 10/13/2021.

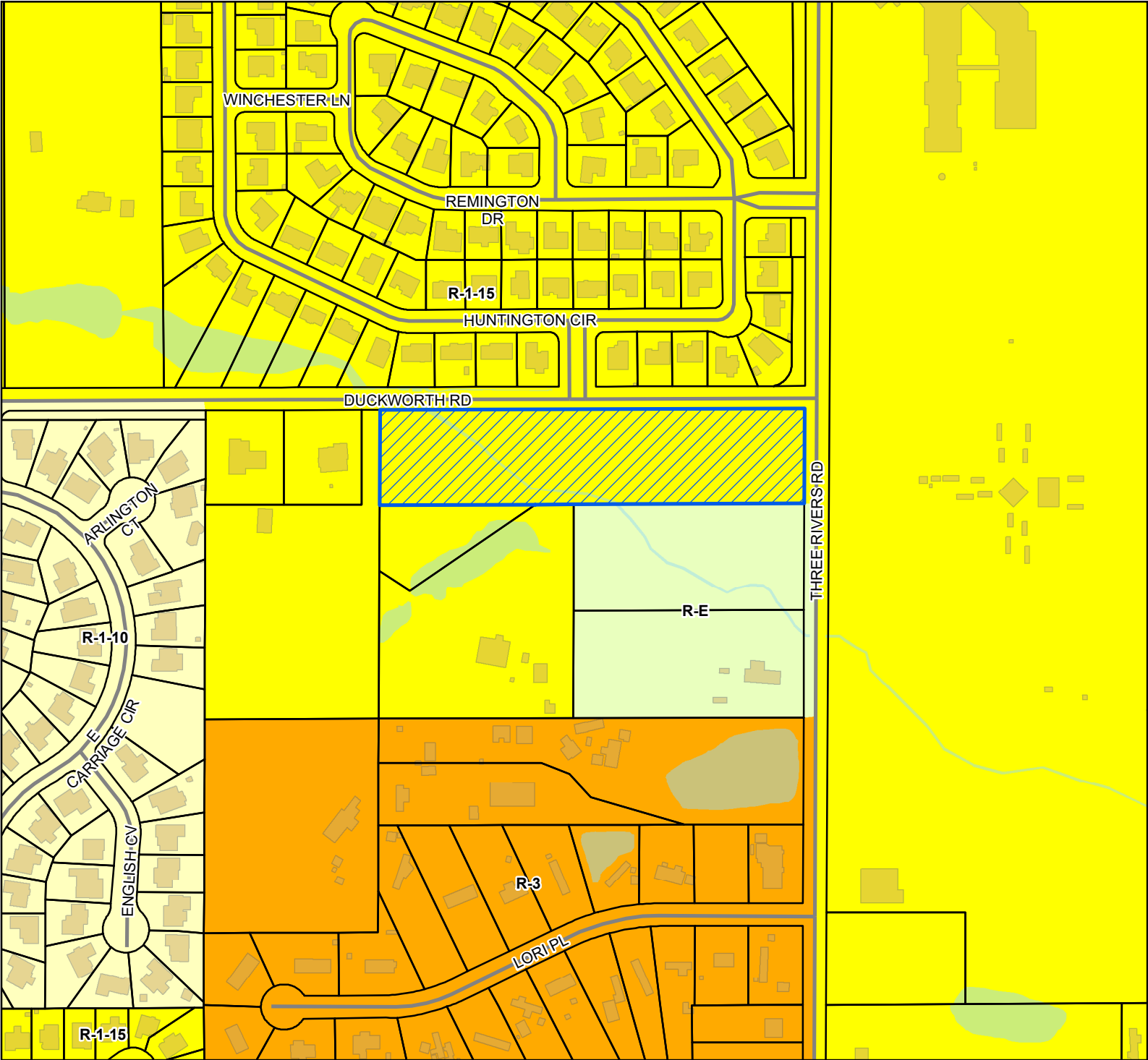
City Arborist: Conditions. Per tree permit# 2105TP095, the southern magnolia on the corner of Three Rivers Road and Duckworth Road stays and the swamp chestnut oak on Three Rivers Road stays. Memo dated 10/13/2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangolo
Director of Urban Development Department



Site

Street

Parcels

Buildings

Water Features

Zoning

- R-1-10 - Single Family Residence (Low Density)
- R-1-15 - Single Family Residence District (Low Density)
- R-3 - General Residence (High Density)
- R-E - Residence-Estate

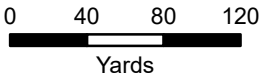
Site Information

08071-01-007.000

Zoning: R-1-15 (Single Family Zone)

Size: 4.3 acres

Flood: X



1 inch = 300 feet



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



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

For Staff Use Only

Case Number: 2110PC164Date Received: 9/7/21

Receipt Number: _____

Received By: CLZoning: R-1-15

Ward: _____ Flood: _____

Size: _____

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #	0	8	0	7	I	-	0	1	-	0	0	7	●	0	0	0
						-			-				●			
						-			-				●			

(If necessary, use separate sheet of paper)

Address of Property Involved: Duckworth RoadLot(s) N/A, Block(s) N/A, Subdivision N/AGeneral Location: South of Duckworth Road at Three Rivers Road

GENERAL DESCRIPTION OF REQUEST:

Subdivide a parcel to make 7 lots. One of the lots is nearly all wetlands and will not be developed.

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

KMJB, LLC

Printed Name of Owner
13440 Woodland Drive

Mailing Address

Gulfport MS 39503

City State Zip code
228 297-9321

Home Phone Work/Cell Phone
KennyMac363@aol.com

Email

Signature of Owner

AGENT

William Tully Rhodes, PE

Printed Name of Agent
9177 Selena Drive

Mailing Address

Biloxi MS 39532

City State Zip code
228 392-7267 228 760-7267

Home Phone Work/Cell Phone
speedwork@fastmail.com

Email

William Tully Rhodes, PE
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.

Affidavit Concerning Restrictive Covenants

State of Mississippi, County of Harrison

I, Kenny McNair, am the registered agent of KMJB, LLC. whose business address is 13440 Woodland Dr, Gulfport, Mississippi 39503.

I do hereby swear that based on current property research there are no restrictive or protective covenants that would prohibit the resubdivision of this property.

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Signature

Kenny McNair

Date

9/7/2021



Notary Public

Haley Pannell

Title And Rank

Date Of Commission Expiry

07/19/2025

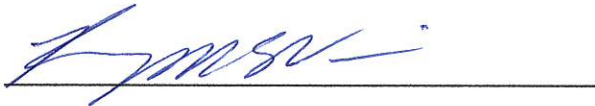
Authority to Act As Agent

State of Mississippi, County of Harrison

I, Kenny McNair, of KMJB, LLC do hereby designate the person listed as follows to act as an authorized agent concerning the Resubdivision of Parcel 0807I-01-007.000 located on Duckworth Road in Gulfport, MS.

William Tully Rhodes, P.E.
SpeedWork, Inc.
9177 Selena Drive
Biloxi, MS 39532
Office Phone: 228 392-7267

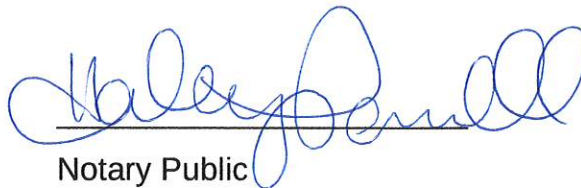
The above referenced person is authorized to respond to questions and comments related to the application and technical review. The designated person is also authorized to handle other miscellaneous items related to the resubdivision and development of this property.



Signature of Individual Designating the Agent



Date

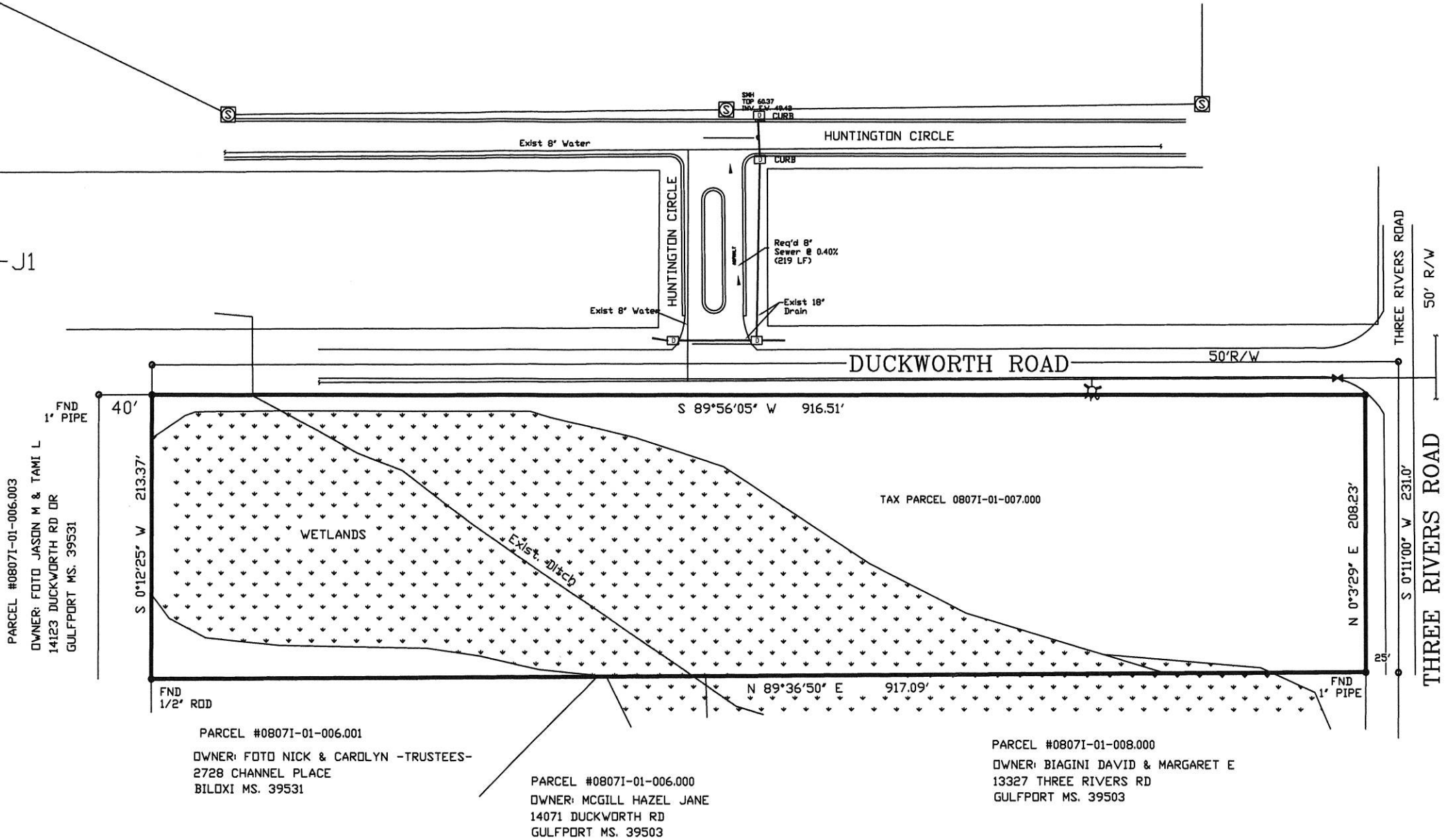

Notary Public

Title And Rank


Date Of Commission Expiry

DESCRIPTION INSTRUMENT # 2010-6761 D-J1

The following described property situated in Section 34 & 35, Township 6 South, Range 11 West, Harrison County, Mississippi. Commencing at a point at the intersection of the center line of Three Rivers Road and Duckworth Road being the Point of Beginning thence S89°28'W a distance of 942.7 feet to a point; thence S00°05'E along an old fence line a distance of 231 feet to an old fence corner; thence N89°28'E along an old fence line a distance of 941.7 feet to a point in the center line of Three Rivers Road; thence N00°11'E along the center line of Three Rivers Road a distance of 231 feet to the point of beginning.

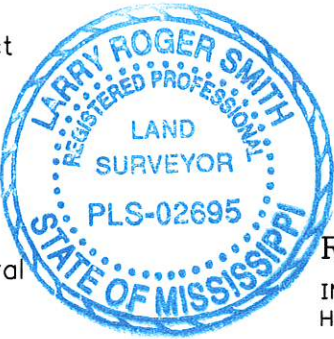


CERTIFICATION

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
Larry R. Smith P.L.S. # 02695 Dated: 09/07/2021

This property is located in Zone(s) "X", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0255H, revised 12/21/2017



REFERENCES:
INST. 2010-6761 D-J1
HARRISON CO. TAX MAP

ZONE: R-1-15
FYSB = 25'
SYSB = 15'
RYSB = 15'
MIN LOT SIZE 15,000 SQ FT

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

SCALE: 1"=100'
CLASS 'B' SURVEY

Base Bearing by: GPS (RTK)

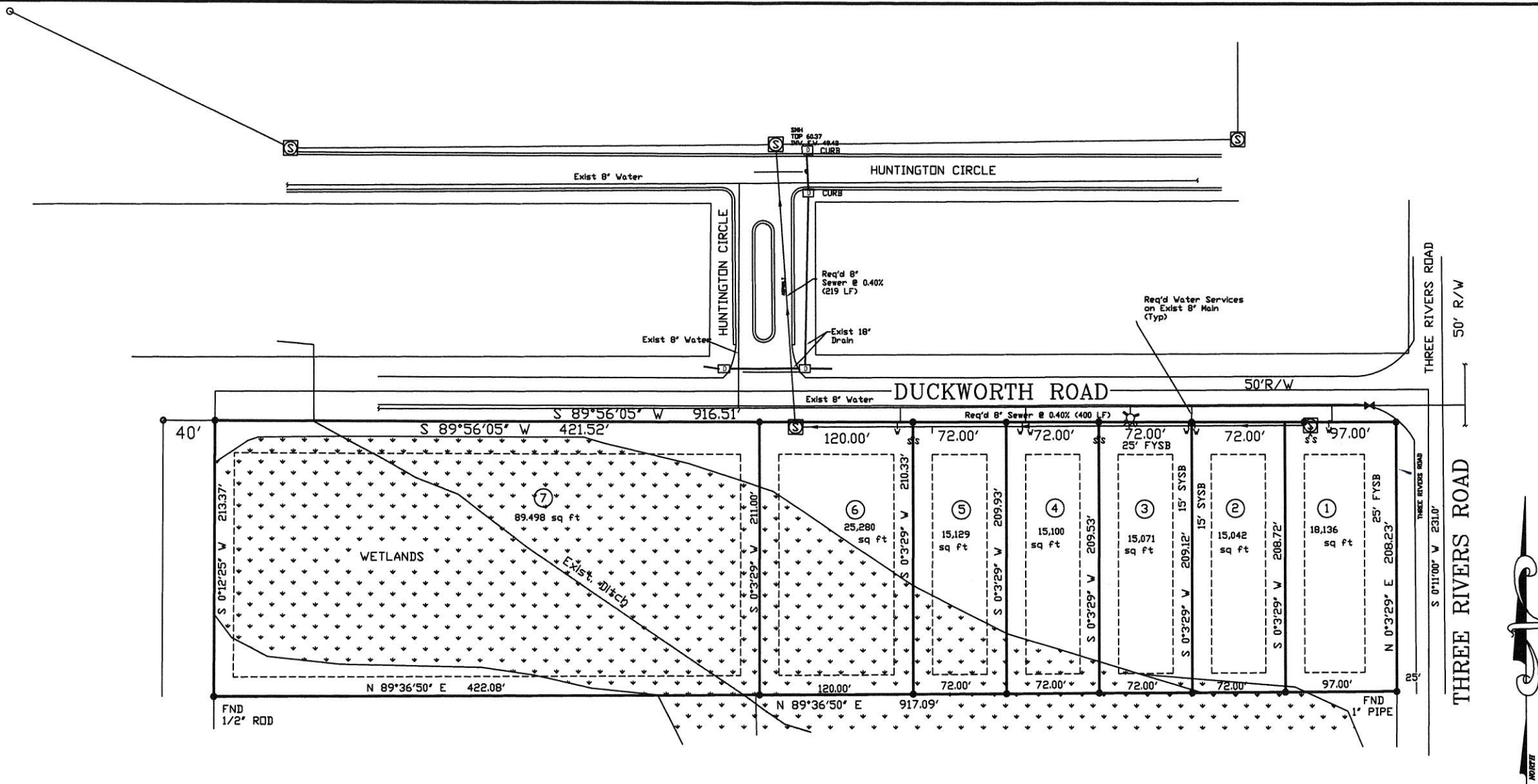
LS LARRY SMITH
LAND SURVEYING
105 N. KERN DRIVE
GULFPORT MS. 39503 PHONE: (228) 832-9643

RESUBDIVISION OF PARCEL #08071-01-007.000
DIVIDED INTO 7 PARCELS
SECTION 34 TOWNSHIP 6 SOUTH, RANGE 11 WEST

GULFPORT, HARRISON COUNTY, MS.

SHEET 1 OF 4

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.



SCALE: 1"=100'
CLASS "B" SURVEY

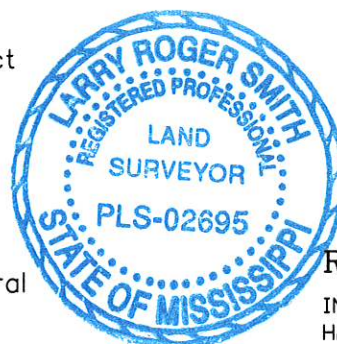
CERTIFICATION

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

Larry R. Smith P.L.S. # 02695 Dated: 09/07/2021

This property is located in Zone(s) "X", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0255H, revised 12/21/2017



ZONE: R-1-15
FYSB = 25'
SYSB = 15'
RYSB = 15'
MIN LOT SIZE 15,000 SQ FT

REFERENCES:

INST. 2010-6761 D-J1
HARRISON CO. TAX MAP

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

Base Bearing by: GPS (RTK)

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

RESUBDIVISION OF PARCEL #08071-01-007.000
DIVIDED INTO 7 PARCELS
SECTION 34 TOWNSHIP 6 SOUTH, RANGE 11 WEST

GULFPORT, HARRISON COUNTY, MS.

SHEET 2 OF 4

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.

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 (7) Parcels. The Subject Property is generally described as being located in the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), of Section 34, Township 6 South, Range 11 West; Harrison County, Mississippi. Address: 14015 DUCKWORTH ROAD, GULFPORT, MS 39503 (West of Three Rivers Road/ South of Duckworth Road), On file and recorded in Instrument # 2010-6761 D-J1, in the office of the Chancery Clerk. The ad velorem tax numbers of the subject property is 0807I-01-007.000, The Case File Number is _____

DESCRIPTION INSTRUMENT # 2010-6761 D-J1

The following described property situated in Section 34 & 35, Township 6 South, Range 11 West, Harrison County, Mississippi. Commencing at a point at the intersection of the center line of Three Rivers Road and Duckworth Road being the Point of Beginning thence S89°28'W a distance of 942.7 feet to a point; thence S00°05'E along an old fence line a distance of 231 feet to an old fence corner; thence N89°28'E along an old fence line a distance of 941.7 feet to a point in the center line of Three Rivers Road; thence N00°11'E along the center line of Three Rivers Road a distance of 231 feet to the point of beginning.

DIVIDED INTO PARCELS 1 THRU 7 (SEE SHEET 3 FOR LEGAL DESCRIPTION)

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:

KMJB LLC OWNER: Kenny McNair
KENNY MCNAIR

This the 7th day of September, 2021

ACKNOWLEDGEMENT

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

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



Haley Pannell
NOTARY PUBLIC
My Commission Expires: 07/19/2025

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

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 ____.

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 4 OF 4



LARRY SMITH
LAND SURVEYING

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

RESUBDIVISION OF PARCEL #0807I-01-007.000
DIVIDED INTO 7 PARCELS
SECTION 34 TOWNSHIP 6 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS.



L-9040-A000003710110-F0028890986-90256-P01

RECORDATION REQUESTED BY: Trustmark National Bank, AL/MS/FL Gulf Coast RRE, 107 Francis St 28 Fl, Mobile, AL 36602, Tel. (251) 431-7861

WHEN RECORDED MAIL TO: Trustmark National Bank, Attn: Loan Operations, P. O. Box 1182, Jackson, MS 39215-1182, Tel. (601) 208-6636

SEND TAX NOTICES TO: KMJB LLC, 13440 Woodland Drive, Gulfport, MS 39503, Tel. (228) 297-9321

This Deed of Trust prepared by: Rick Howze, AVP, Trustmark National Bank, 107 Francis St 28 Fl, Mobile, AL 36602, (251) 431-7874

INDEXING INSTRUCTIONS: Section 34 & 35, Township 6 South, Range 11 West, Harrison (Gulfport) County, Mississippi.

FOR RECORDER'S USE ONLY

DEED OF TRUST

This Deed of Trust secures a line of credit as defined in Miss. Code Ann. Section 89-1-49 and shall not be extinguished until the conditions of Miss. Code Ann. Section 89-5-21 are met.

GRANTOR: KMJB LLC, 13440 Woodland Drive, Gulfport, MS 39503, Tel. (228) 297-9321

LENDER / BENEFICIARY: Trustmark National Bank, PO Box 291, Jackson, MS, 39205-0291, Tel. (800) 243-2524

TRUSTEE: Granville Tate, Jr., P O Box 291, Jackson, MS 39205, Tel. (601) 208-5088

THIS DEED OF TRUST is dated May 11, 2021, among KMJB LLC, a MS limited liability company ("Grantor"); Trustmark National Bank (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Granville Tate, Jr. (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Harrison (Gulfport) County, State of Mississippi:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.



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**DEED OF TRUST
(Continued)**

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Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any



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**DEED OF TRUST
(Continued)**

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Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

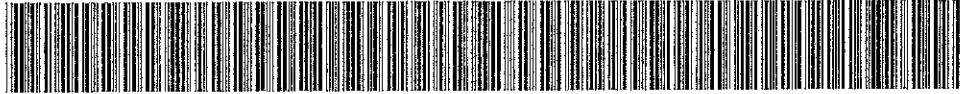
Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part



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of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which



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will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided



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above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to



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**DEED OF TRUST
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effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Sale of Property. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and



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**DEED OF TRUST
(Continued)**

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execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and



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obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Harrison (Gulfport) County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

FUTURE ADVANCES. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower and/or Grantor, together with all interest thereon.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.



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Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Mississippi. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Alabama.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Trustmark National Bank, and its successors and assigns.

Borrower. The word "Borrower" means KMJB LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment,



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including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means KMJB LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Trustmark National Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated May 11, 2021, in the original principal amount of **\$87,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is May 11, 2022. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

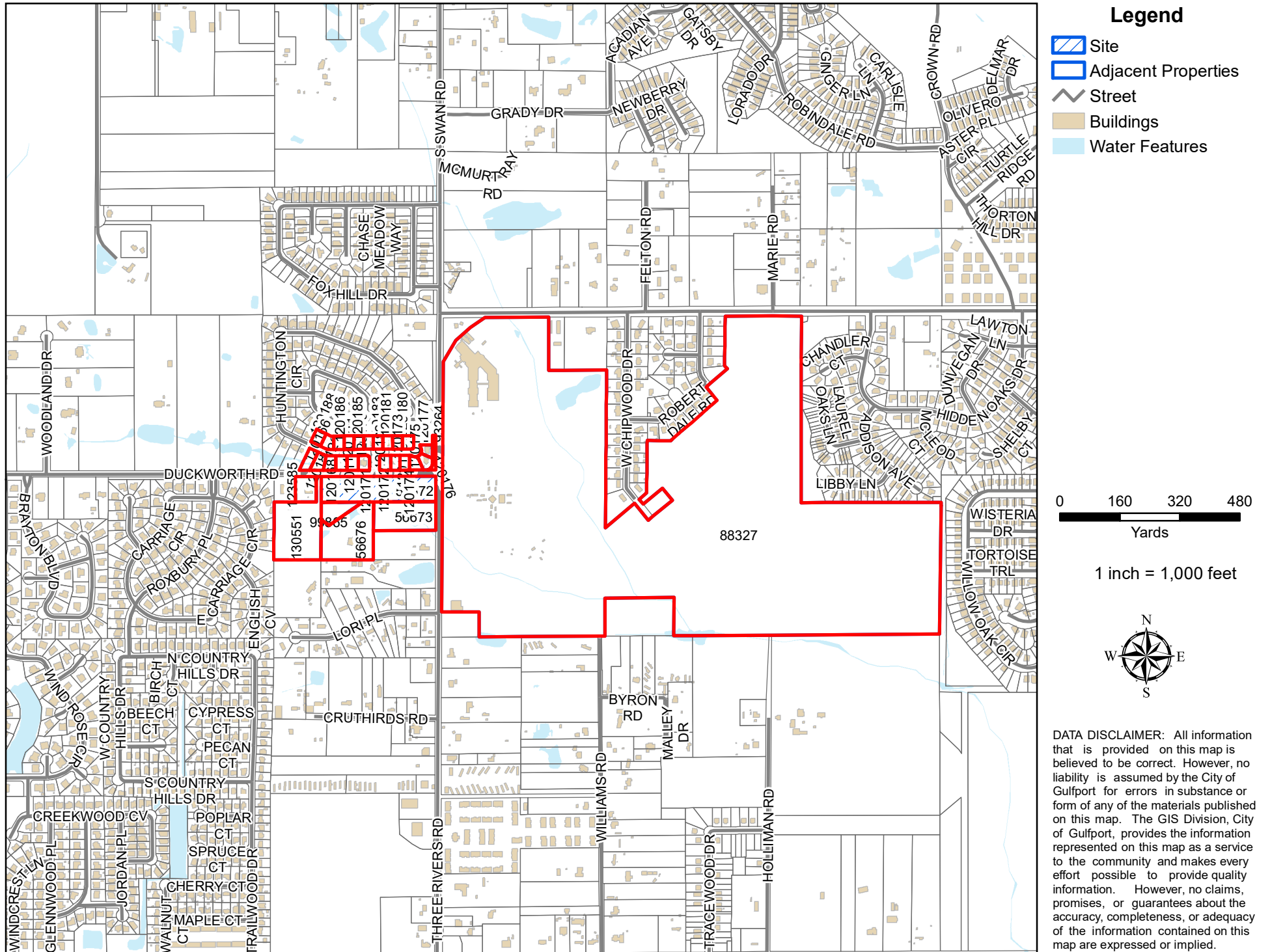
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Granville Tate, Jr., whose address is P O Box 291, Jackson,

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			KMJB, LLC (OWNER)	13440 WOODLAND DRIVE	GULFPORT	MS	39503
			WILLIAM TULLY RHODES, PE (AGENT)	9177 SELENA DRIVE	BILOXI	MS	39532
			Adjacent Property Owners				
	56673	0807I-01-008.000	BIAGINI DAVID & MARGARET E	13327 THREE RIVERS RD	GULFPORT	MS	39503
N	56672	0807I-01-007.000	DUCKWORTH ROAD PROPERTIES LLC	C/O JERRY M PITTS	HAMMOND	LA	70401
	130551	0807I-01-006.005	FOTO FAMILY TRUST DATED JULY 1 2004	2728 CHANNEL PLACE	BILOXI	MS	39531
	120184	0807I-01-001.116	WILSON HERMAN II & JACQUELINE F	13685 HUNTINGTON CIR	GULFPORT	MS	39503
	120180	0807I-01-001.112	WATERS DAWN M	13697 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120179	0807I-01-001.111	GULF COAST HOUSES LLC	3638 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
	120177	0807I-01-001.109	WILLIAMS MAXIE W	13712 HUNTINGTON CIRCLE	GULFPORT	MS	39503
N	93264	0807I-01-001.001	STATE OF MISS 8/26/2013				0
	120183	0807I-01-001.115	MOORE SABRINA M	13687 HUNTINGTON CIR	GULFPORT	MS	39503
	120182	0807I-01-001.114	OSBURN GREGORY M & HOSKINS K A	13689 HUNTINGTON CIR	GULFPORT	MS	39503
	120172	0807I-01-001.104	STEPHENS KIERSTEN M & ANTHONY W II	13692 HUNTINGTON CIR	GULFPORT	MS	39503
	120181	0807I-01-001.113	MOORE ANDREW HARDING JR	13693 HUNTINGTON CIR	GULFPORT	MS	39503
	123585	0807I-01-006.003	FOTO JASON M & TAMI L	14123 DUCKWORTH RD	GULFPORT	MS	39503
	120175	0807I-01-001.107	MCNEASE KRISTINA MCDANIEL	13704 HUNTINGTON CIR	GULFPORT	MS	39503
	120176	0807I-01-001.108	DURETTE PATRICIA A & KENNIE JOSEPH	13708 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120187	0807I-01-001.119	SWINFORD JACOB	13673 HUNTINGTON CIR	GULFPORT	MS	39503
	120174	0807I-01-001.106	CARTER MARY K	13700 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120168	0807I-01-001.100	BRAXTON KAYLEEN LADNER	13676 HUNTINGTON CIR	GULFPORT	MS	39503
	56676	0807I-01-006.000	MCGILL HAZEL JANE	14071 DUCKWORTH RD	GULFPORT	MS	39503
	120171	0807I-01-001.103	BARICUATRO ISIDRO T JR & KARRENE M	13688 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120173	0807I-01-001.105	BLAND ERIC B	13696 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120188	0807I-01-001.120	ROMERO RAMIRO	13669 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120170	0807I-01-001.102	ROBISON MATTHEW A & ALLYSON A	13684 HUNTINGTON CIR	GULFPORT	MS	39503
	120167	0807I-01-001.099	LEAVER JEFF	13672 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120169	0807I-01-001.101	FLOYD CATHY D	13680 HUNTINGTON CR	GULFPORT	MS	39503
	120166	0807I-01-001.098	LINEBAUGH WAYMAN R & JESSICA M	13668 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120186	0807I-01-001.118	ADORE MARY M	13679 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120185	0807I-01-001.117	BROWN PATRICK C & JESSICA	13683 HUNTINGTON CIR	GULFPORT	MS	39503
N	88327	0907L-01-001.000	HARRISON CO SCHOOL BOARD				0
	99865	0807I-01-006.001	FOTO NICK & CAROLYN -TRUSTEES-	2728 CHANNEL PLACE	BILOXI	MS	39531

2110PC164

Resubdivision



RE: Resubdivision 2110PC164, by agent William Tully Rhodes, tax parcel 0807I-01-007.000, Divide into seven new parcels, Duckworth Road, Zoned R-1-15 (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, October 28, 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, October 28, 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.

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:**

IPL0044264

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

56.28

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**

October 6, 2021 4:11:37 PM EDT

Amount:

56.28

SCHEDULE FOR AD NUMBER IPL00442640

October 13, 2021

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00442640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 28, 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 2108PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.000, Request zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

Zoning Map Amendment 2109PC144, by agent Greg Smith, tax parcel 1011D-01-028.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), 157 Oleander Dr, Ward 2

Resubdivision 2110PC157, by agent Jacques P. Pucheu, tax parcels 1009K-03-001.000, 1009L-02-001.000, Divide into 6 new parcels, Dolphin Lane and Greel Cr, Zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family), Ward 5

Planning Commission Approval 2110ZB160, by owner Caleb Fredericks, tax parcel 0810E-02-104.000, Request for duplex use, Monroe St, Zoned R-1-5 (Single-family), Ward 3

Resubdivision 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thomson Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Resubdivision 2110PC164, by agent William Tully Rhodes, tax parcel 0807J-01-007.000, Divide into seven new parcels, Duckworth Road, Zoned R-1-15 (Single-family), Ward 3

General Plan 2110PC165, by Brown, Mitchell & Alexander, Inc., tax parcels 0908C-01-001.000 and 0908E-01-001.001, Approval of General plan for 43-lot subdivision (Florence Gardens Phase X), Music St, Zoned R-1-7.5 (Single-family), Ward 6

Resubdivision 2110PC166, by agent Heinrich & Associates, tax parcel 0707Q-01-004.000, Divide into 2 new parcels, 13558 John Clark Rd, Zoned R-1-15 (Single-family), Ward 7

Final Plat 2110PC167, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-022.000, Approval of Final Plat for 19-lot subdivision (Gulfview Villas), E Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Final Plat 2110PC168, by agent Heinrich and Associates, LLC, tax parcel 0808K-03-133.000, Approval for Zero Lot Line Final Plat for a 62-lot subdivision (Camden Court), Dye Rd, Zoned R-2 (Single-family), Ward 7

Final Plat 2110PC169, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-051.000, Approval of Final Plat for a 10-lot townhome development (Courtyards At The Courthouse Plan), Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

This the 10th day of September 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates:

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

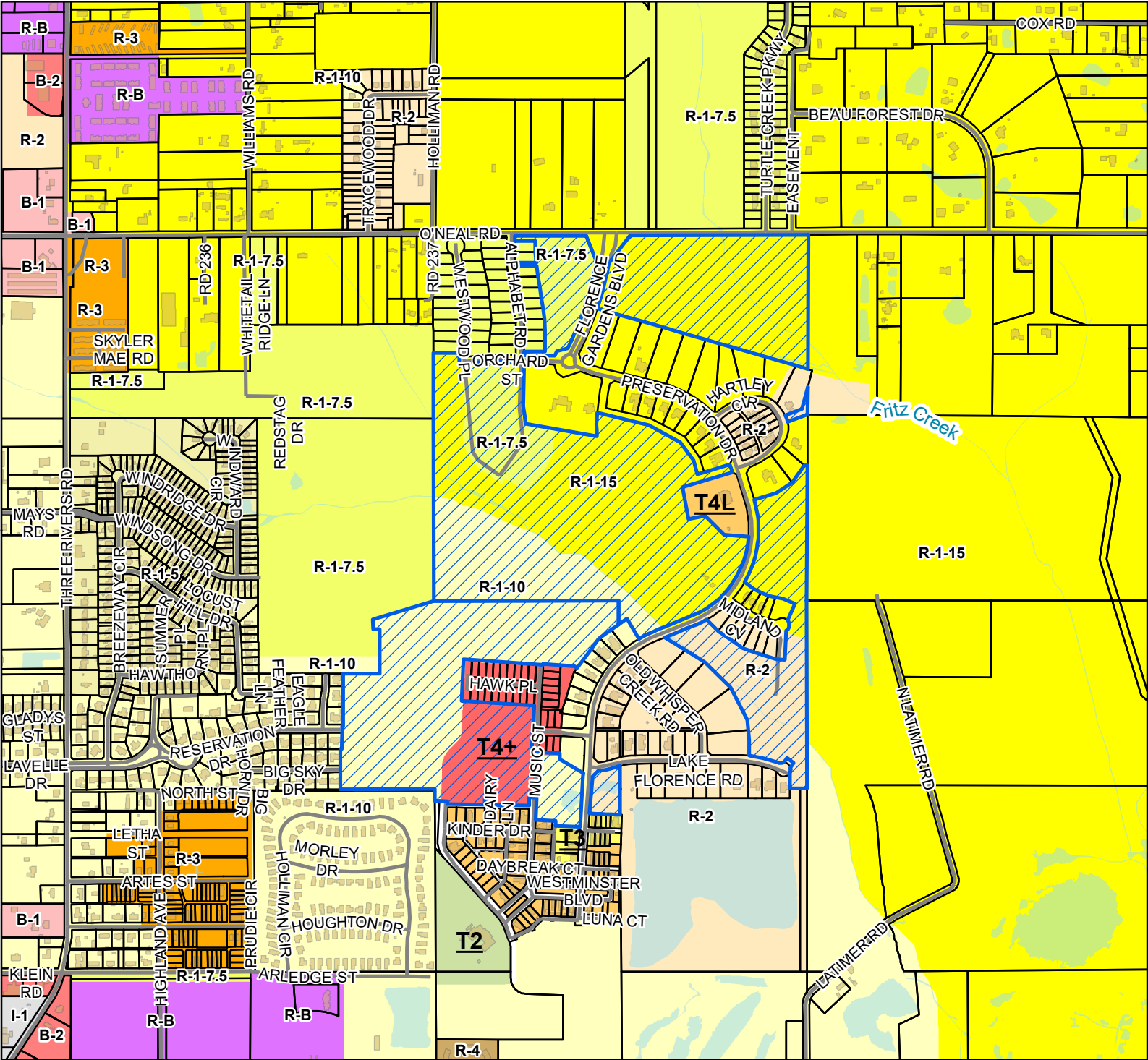
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: General Plan 2110PC165:

General Plan 2110PC165, by Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 and 0908E-01-001.001, Approval of General plan for 43-lot subdivision (Florence Gardens Phase X), Music St., Zoned R-1-7.5 (Single-family), Ward 6



Site

Street

Alley

Parcels

Buildings

Water Features

Smart Code

T4+

T4L

T3

T2

Zoning

B-1 - Neighborhood Business District

B-2 - General Business District

I-1 - Light Industry 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)

R-4 - General Residence (High Density)

R-B - Residence-Business District

Site Information

0908C-01-001.000

0908E-01-001.001

Zoning: R-1-7.5 (Single Family Zone)

Size: 168 acres

0 160 320 480

Yards

1 inch = 1,000 feet

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



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

For Staff Use Only

Case File #: 2110PC1165

Date Received: _____

Receipt #: _____

Received By: CLZoning: T4+Ward: 6 Flood: _____

Size: _____

APPLICATION FOR GENERAL SUBDIVISION PLAN

Property Information

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

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: South of Fritz Creek, East of Alphabet Road, North of Hawk Place, West of Preservation

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 43 lots for the purpose of sale from home development

OWNERSHIP AND CERTIFICATION:

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

OWNER

Florence Gardens, LLC

Printed Name Of Owner
12321 Preservation Drive

Mailing Address
Gulfport MS 39503
City State Zip code
(228) 539-5039 (Office)

Home Phone Work/Cell Phone

Email

Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

Printed Name Of Agent
131 Rue Magnolia

Mailing Address
Biloxi MS 35930
City State Zip code
(228) 436-7612

Home Phone Work/Cell Phone

nick@bmaengineers.com

Email

Signature Of Agent

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

☐

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

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



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

WARRANTY DEED

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

SEE ATTACHED EXHIBIT "A"

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

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

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

SEAWAY DEVELOPMENT COMPANY, LLC

BY:

Martin C. Goldin
Martin C. Goldin, Member

3405H-09

~~3262-14~~

0908C-01-001,000
0908B-01-006,000

EXHIBIT A
Page 1

PARCEL I

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

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

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

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EXHIBIT A
Page 2

PARCEL II

Being one and the same as that parcel acquired by Warranty Deed from Adrian O'Neal, et al, Trustees of the Edon Family Trust, dated September 28, 1998, and recorded in Deed Book 1426 at Page 205:

A PARCEL OF LAND BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, LYING SOUTH OF THE SOUTH MARGIN OF O'NEAL ROAD, AND ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP LOCATED AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 2, $500^{\circ}13'23''$ W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST SECTION LINE, $500^{\circ}24'10''$ W 2649.82' TO A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE FURTHER ALONG SAID EAST SECTION LINE, $500^{\circ}08'28''$ E 1339.91' TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, $N89^{\circ}53'59''$ W 1346.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, $N00^{\circ}11'30''$ W 1327.36' TO A LIGHTYARD KNOT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, $S89^{\circ}46'21''$ W 1329.36' TO A WOOD FENCE CORNER POST FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, $N00^{\circ}55'03''$ W 1343.79' TO AN IRON ROD FOUND AT A FENCE CORNER POST, BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, $N00^{\circ}37'03''$ W 838.84' TO AN IRON PIPE FOUND; THENCE $N00^{\circ}24'31''$ E 451.93' TO AN IRON PIPE FOUND ON THE SOUTH MARGIN OF O'NEAL ROAD; THENCE ALONG SAID SOUTH MARGIN OF O'NEAL ROAD, $N89^{\circ}46'16''$ E 2715.42' TO THE POINT OF BEGINNING, CONTAINING 204.433 ACRES. SAID PROPERTY BEING SUBJECT TO A 5 ACRE SOUTHERN NATURAL GAS CORP. RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 AND DESCRIBED IN DEED BOOK 187, PAGE 530.

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EXHIBIT A
Page 3

PARCEL III

Being one and the same as that parcel acquired by Alan H. Goldin, et al., by Warranty Deed from Lewis N. Vance and Jeff Vance dated July 15, 1998, and recorded in Deed Book 1416 at Page 417:

All of the NW 1/4 of the SE 1/4, all of the SW 1/4 of the SE 1/4, a portion of the NE 1/4 of the SW 1/4, Section 2, Township 7 South, Range 11 West; also a portion of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; said parcels of land being more particularly described as follows: For the Point Of Beginning, Commence at a light wood post located at the northeast corner of the NW 1/4 of the SE 1/4 of said Section 2; thence S 00°08'18" W 2667.72 feet along the east line of the W 1/2 of the SE 1/4 of said Section 2; thence continue S 00°08'18" W 1217.01 feet along the east line of the NW 1/4 of the NE 1/4 of said Section 11, to a point located on the southeast right-of-way of a 100-foot wide easement to Mississippi Power Company; thence S 67°22'17" W 268.00 feet along said southeast right-of-way of a 100-foot wide easement to Mississippi Power Company, to a point located on the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence S 89°27'02" W 842.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°28'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.26 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'08" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46, Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 269.51 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

Together with a non-exclusive, perpetual easement for ingress and egress more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi; thence South 89°57'10" East a distance of 334.29 feet to a point of beginning; thence Northeasterly along the arch of a curve to the right whose radius is 110.57 feet and delta angle is 89°35'04", a distance of 172.88 feet to a point; thence South 0°22'06" East a distance of 50 feet to a point; thence Southwesterly along the arch of a curve to the right whose radius is 60.57 feet and delta angle is 89°35'04" a distance of 94.57 feet to a point; thence North 89°57'10" West a distance of 50 feet to the point of beginning.

AND ALSO, the following parcel which is conveyed by quitclaim, without warranty and may be subject to claims of others:

A parcel of land within the SW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, lying North of the Mississippi Power Company easement and described as starting at the SE corner of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West and run West a distance of 465.6 feet for the point of beginning; thence continue West a distance of 203.9 feet; thence run South 84.3 feet; run thence Northeast along the Southern boundary of the Mississippi Power Company easement a distance of 220.6 feet to the point of beginning.

September 1, 2021

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

**RE: Authority to Act as Agent
Florence Gardens
Tax Parcel No(s): 908E-01-001.001 & 908C-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 Fritz Creek, East of Alphabet Road, North of Hawk Place, West of Preservation Drive.

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

COUNTY OF HARRISON

I, Ryan Goldin, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with **Tax Parcel No(s): 908E-01-001.001 & 908C-01-001.000.**

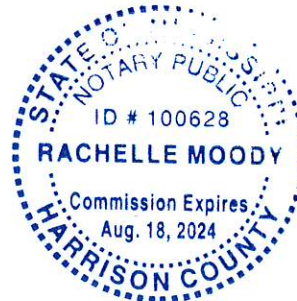

FLORENCE GARDENS, LLC

DATE: 9-1-21

VICE PRESIDENT AND DIRECTOR OF OPERATIONS
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 1st day of SEPTEMBER, 2021.


NOTARY PUBLIC



September 1, 2021

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

**RE: Covenants
Florence Gardens
Tax Parcel No(s): 908E-01-001.001 & 908C-01-001.000
Gulfport, Mississippi**

To Whom It May Concern:

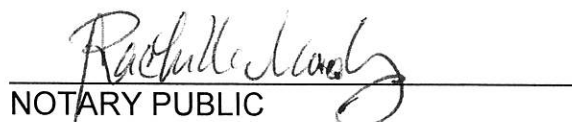
This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Fritz Creek, East of Alphabet Road, North of Hawk Place, West of Preservation Drive.

With this letter, Florence Gardens, LLC, declares that the covenants for the existing Florence Gardens subdivision will apply for this request.

Sincerely,



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



NOTARY PUBLIC



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

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



FLORENCE GARDENS

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

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

STATEMENT OF PURPOSE:

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

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

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

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

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

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

DECLARATION:

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

ARTICLE I: Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.24 [Intentionally Deleted]

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

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

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

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

ARTICLE II:

Property comprising the Neighborhood

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

2.2 Development Plan.

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

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

2.3 Additional Property.

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

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

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

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

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

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

2.4 [Intentionally Deleted]

2.5 Zones.

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

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

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

ARTICLE III:

Easements

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

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

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

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

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

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

3.2 Relationship between Lots.

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

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

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

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

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

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

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

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

ARTICLE IV:

Commons

4.1 Title.

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

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

4.2 Maintenance; Capital Improvements.

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

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

4.3 Owners' Easements of Access and Enjoyment.

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

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

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

4.4 Use of Commons.

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

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

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

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

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

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

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

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

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

ARTICLE V:

Neighborhood Planning and Administration of The Design Standards

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

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

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

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

ARTICLE VI:

Owners' Association

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12 Election of Board of Directors.

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

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

6.13 Classes of Votes.

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

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

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

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

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

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

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

6.16 Limitation of Liability and Indemnification.

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

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

ARTICLE VII: Decision Making

7.1 Neighborhood Meeting.

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

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

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

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

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

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

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

7.3 Board Meetings.

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

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

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

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

ARTICLE VIII: Association Budget

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

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

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

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

8.4 Preparation and Approval of Annual Budget.

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

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

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

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

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

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

8.7 Zone Expenses.

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

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

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

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

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

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

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

ARTICLE IX:

Allocation of Expenses

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

9.2 [Intentionally Deleted]

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

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

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

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

ARTICLE X:

Covenants for Maintenance Assessments

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

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

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

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

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

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

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

10.3 General Assessments.

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

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

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

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

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

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

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

10.7 Effect of Nonpayment of Assessment; Remedies

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

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

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

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

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

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

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

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

ARTICLE XI:

Use of Parcels

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

11.1 Permitted Uses.

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

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

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

11.2 Prohibited Uses.

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

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

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

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

11.3 Attractiveness and Safety of Parcels.

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

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

Association may change sign design requirements at any time.

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

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

(c) Parking and Vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.10 Rules and Regulations.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII: Insurance

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

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

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

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

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

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

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

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

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

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

12.5 Repair and Reconstruction after Fire or Other Casualty.

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

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

ARTICLE XIII:

Amendment, Redevelopment and Termination

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

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

13.1 Amendment.

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

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

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

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

13.2 Dedication.

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

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

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

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

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

13.3 Redevelopment.

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

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

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 notwithstanding, the Founder and the Design Review Committee each has the authority to require and enforce certain energy efficient standards and security and communication standards and modify those standards from time to time in its sole discretion.

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

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

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

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

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

4.3 Review Procedure.

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

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

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

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

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

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

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

4.4 Approval of Architects, Builders.

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

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

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

4.5 Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V: | Covenant to Complete
Building on Parcel

5.1 Restrictions on Building, Resale.

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

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

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

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

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

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

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

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

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (a), (b) and (d), shall be extended for casualty, extreme material shortages, extreme weather conditions or 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 experienced in appraising residential properties of the character and quality of the properties developed in Florence Gardens. The method of selection of the Independent Appraiser shall be as follows: Owner shall be given an opportunity to select an appraiser qualified with the experience as provided above, or in the absence of the Owner or unwillingness of the Owner to make such selection in a timely manner, an alternate shall be selected by

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

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

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

5.4 Subordination to Mortgage.

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

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

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

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

(i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

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

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

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

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

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

ARTICLE VI: | Founder's Additional
Reserved Rights

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.4 Name.

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

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

ARTICLE VII: | General Provisions

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

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

7.3 Amendment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature Page Follows)

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

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

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

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

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

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

EXHIBIT "A"

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

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

September 1, 2021

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

To Whom It May Concern:

This is to advise that the Florence Gardens Architectural Committee will allow front loaded garages in Phase 10 (Tax Parcel No(s): 908E-01-001.001 & 908C-01-001.000) of the development only in the highlighted area of the accompanying attachment.

Please do not hesitate to contact the Florence Gardens staff if you need anything further.

Very truly yours,

FLORENCE GARDENS, LLC



Ryan Goldin
Vice President and Director of Operations
Voice: 228-539-5039 ex. 292
Email: Ryan @florencegardens.com

SITEWORK PLANS

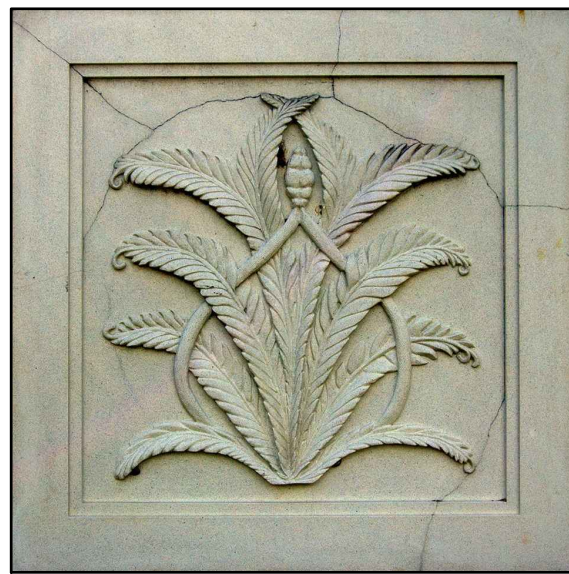
FOR

FLORENCE GARDENS

PHASE X

GULFPORT, MISSISSIPPI

PREPARED FOR



FLORENCE GARDENS, LLC

12321 PRESERVATION DRIVE GULFPORT, MS 39503

PH (228) 539-5039

PRELIMINARY

SEPTEMBER , 2021



BROWN, MITCHELL
& ALEXANDER, INC.

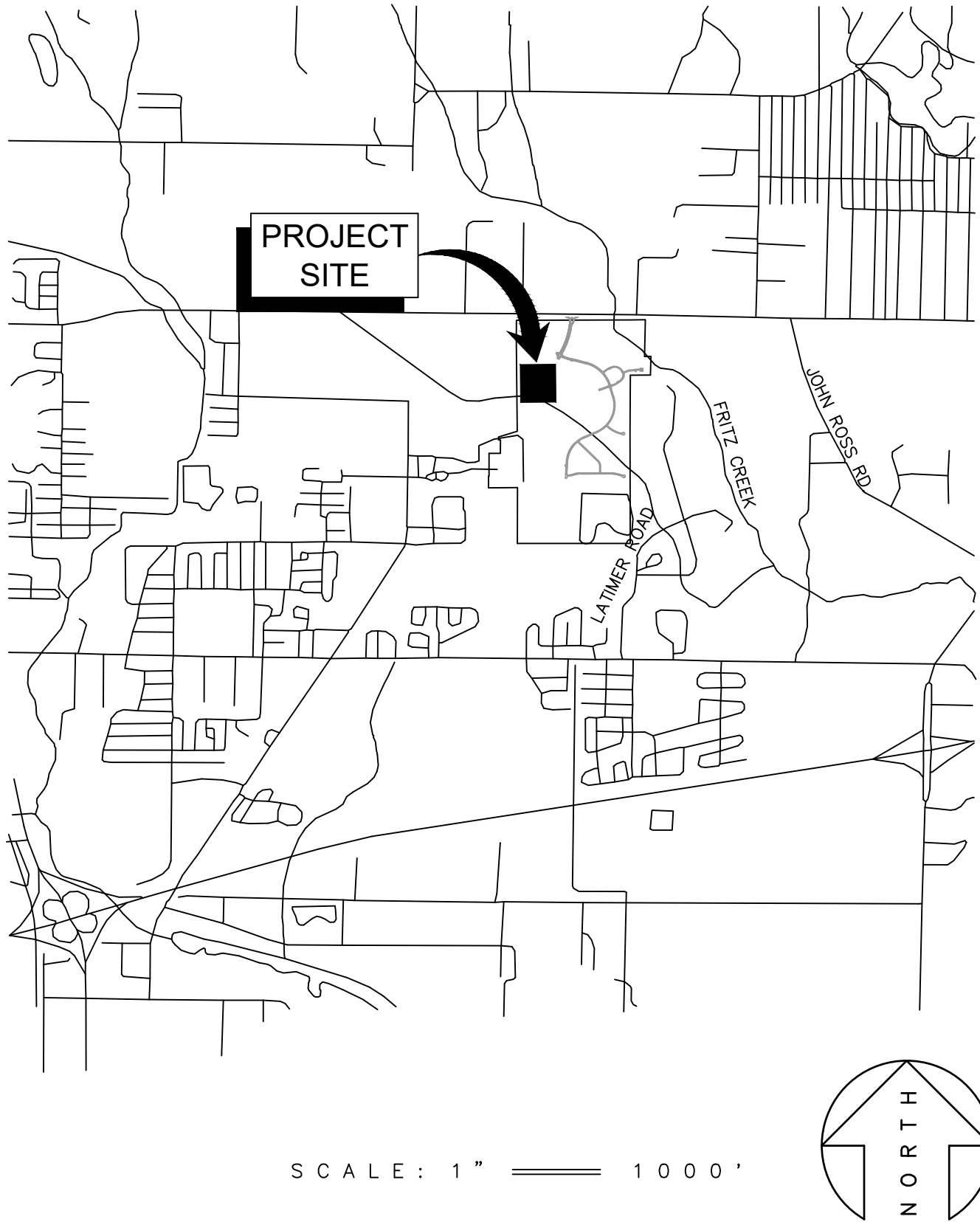
CONSULTING ENGINEERS

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612

3221 Market Street
Pascagoula, MS 39567
(228)864-7612

LOCATION MAP



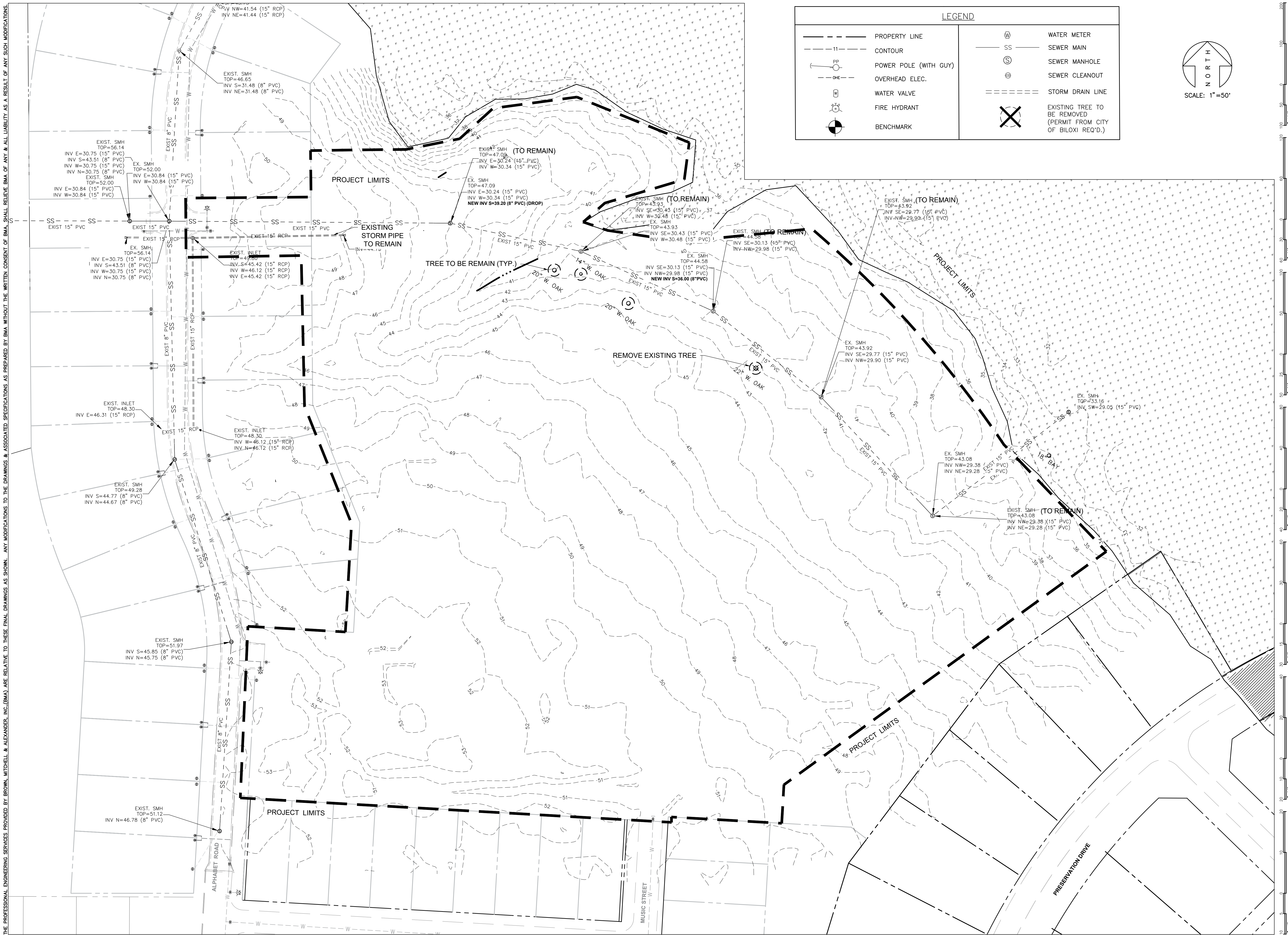
SHEET INDEX

DESCRIPTION	SHEET NO.
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SITE PLAN	C-121
PROFILE SHEET LAYOUT	C-122
GRADING & DRAINAGE PLAN	C-131
EROSION CONTROL PLAN	C-141
SITE UTILITY PLAN	C-151
PLAN / PROFILE	C-201
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BMA No. 3405-26

SET NO.





FLORENCE GARDENS

PHASE X

GULFPORT, MISSISSIPPI

EXISTING CONDITIONS & DEMO

CAD _____

ENG _____

DATE 09-08-21

SCALE 1"=50'

BMA# 3405-26

FILE 3405-26 SITE

DME/NLG _____

BJS _____

SHEET _____

C-1111

REV _____

DATE _____

BY _____

BROWN, MITCHELL

& ALEXANDER, INC.

CONSULTING ENGINEERS

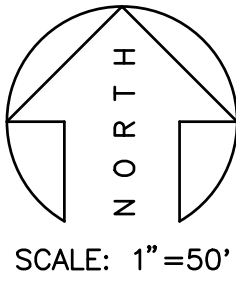
401 Cowan Road,
Springdale, MS 39507
(228)864-7612

131 Rue Magnolia
Biloxi, MS 39250
(228)436-7612

3221 Market Street,
Biloxi, MS 39567
www.bmaengineers.com
(228)864-7612

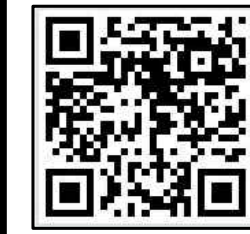


PRELIMINARY



**BROWN, MITCHELL
& ALEXANDER, INC.**

and



PRELIMINARY

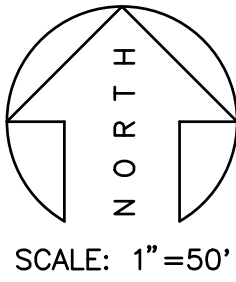
REV	DATE	BY

FLORENCE GARDENS
PHASE X
GULFPORT, MISSISSIPPI
SITE PLAN

CAD	DME/NLG
ENG	BJS
DATE	09-08-21
SCALE	1"=50'
BMA#	3405-26
FILE	3405-26 SITE

SHEET
C-121

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.



PRELIMINARY

REV DATE BY

FLORENCE GARDENS
PHASE X
GULFPORT, MISSISSIPPI
PROFILE SHEET LAYOUT

CAD DME/NLG
ENG BJS
DATE 09-08-21
SCALE 1"=50'
BMA# 3405-26
FILE 3405-26 SITE

SHEET

C-122



BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road,
Gulfport, MS 39507
(228)864-7612
131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
3921 Market Street,
Pascagoula, MS 39567
www.bmaengineers.com (228)864-7612

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.







PRELIMINARY

FLORENCE GARDENS

PHASE X

GULFPORT, MISSISSIPPI

GRADING AND DRAINAGE PLAN

CAD
ENG
DATE
SCALE
BMA#
FILE

DME/NLG
BJS
09-08-21
1"=50'
3405-26
3405-26 SITE

REV

DATE

BY

401 Cowan Road,
Gulfport, MS 39507
(228)644-7612

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612

BROWN, MITCHELL
& ALEXANDER, INC.

CONSULTING ENGINEERS

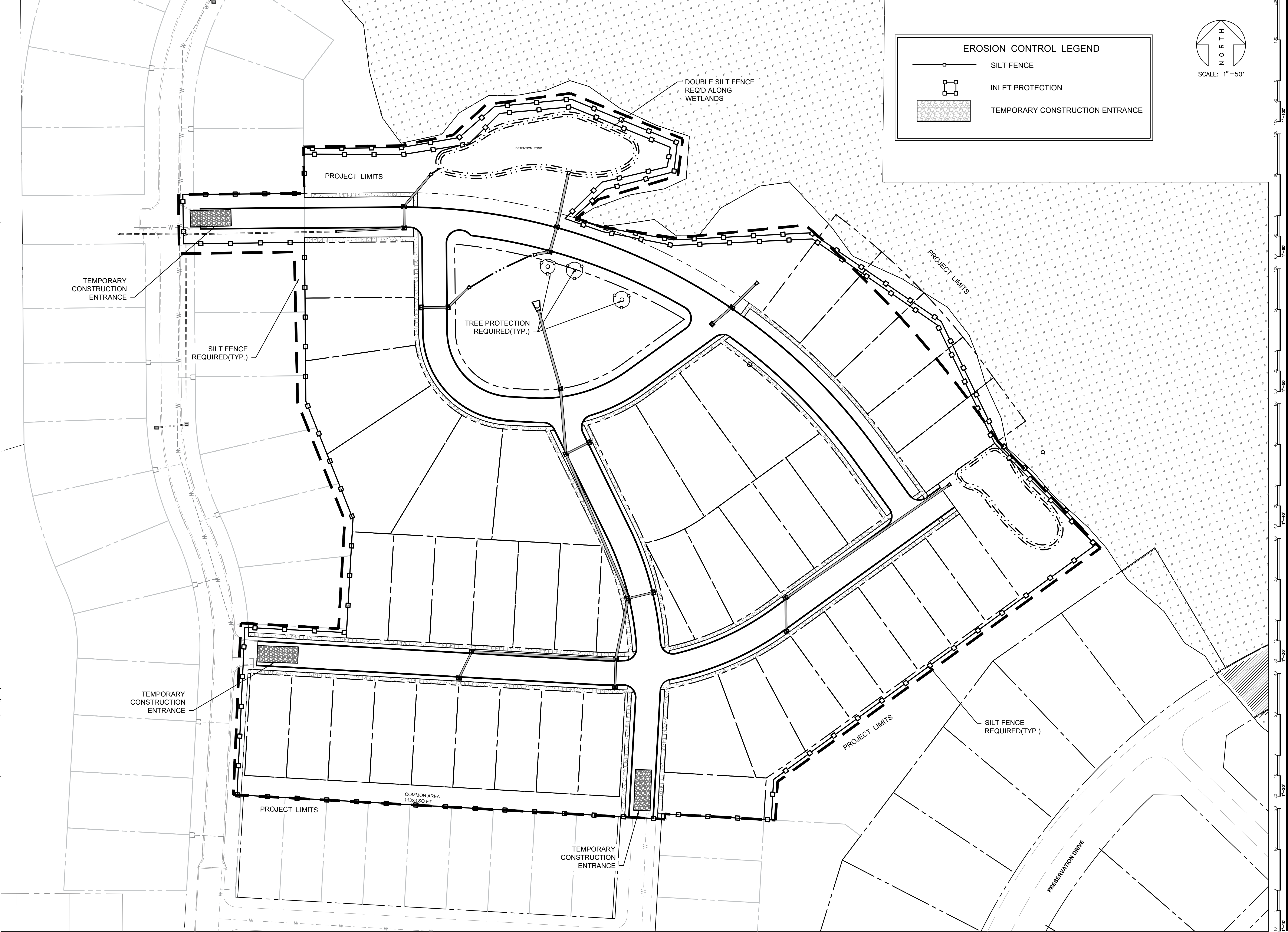
www.bmaengineers.com

(228)644-7612

C-131

SHEET

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.





PRELIMINARY

FLORENCE GARDENS
PHASE X
GULFPORT, MISSISSIPPI

EROSION CONTROL PLAN

CAD: DME/NLG
ENG: BJS
DATE: 09-08-21
SCALE: 1"=50'
BMA#: 3405-26
FILE: 3405-26 SITE

SHEET
C-141

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road,
Gulfport, MS 39507
(228)864-7612

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612

3921 Market Street,
Pascagoula, MS 39567
www.bmaengineers.com (228)864-7612

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.







PRELIMINARY

REV: _____ DATE: _____ BY: _____

FLORENCE GARDENS
PHASE X
GULFPORT, MISSISSIPPI

SITE UTILITY PLAN

CAD: _____ ENG: _____ DATE: 09-08-21 SCALE: 1"=50' BMA#: 3405-26 FILE: 3405-26 SITE

DME/NLG: _____ BJS: _____

BROWN, MITCHELL & ALEXANDER, INC.

CONSULTING ENGINEERS

401 Cowan Road,
Gulfport, MS 39507
(228)864-7612

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612

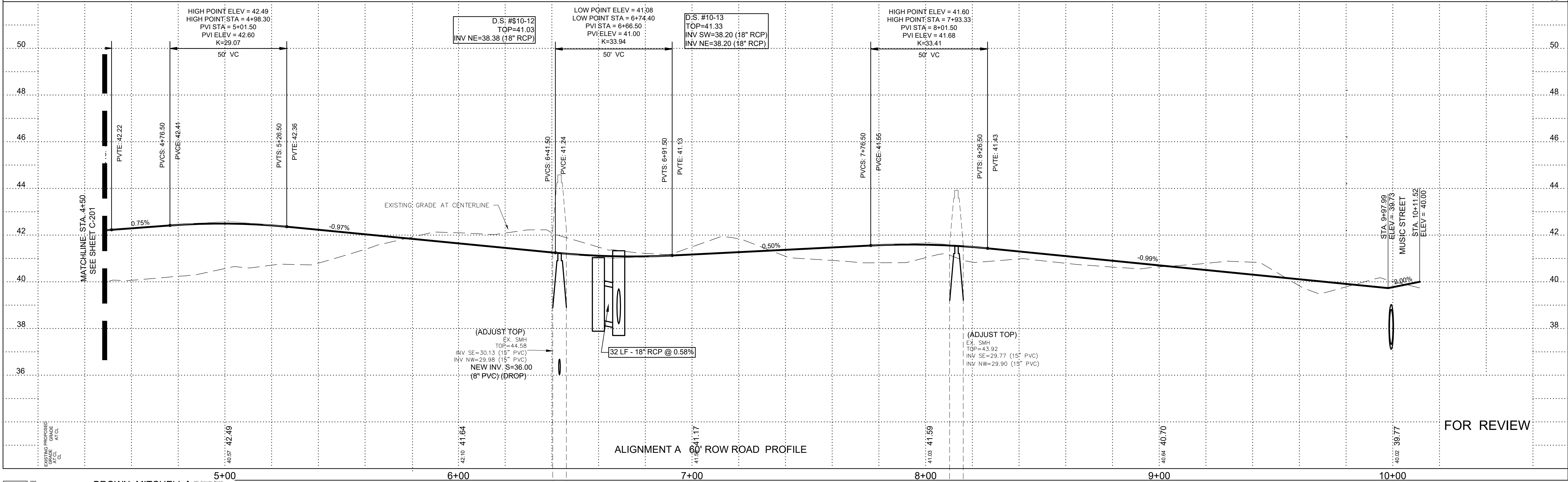
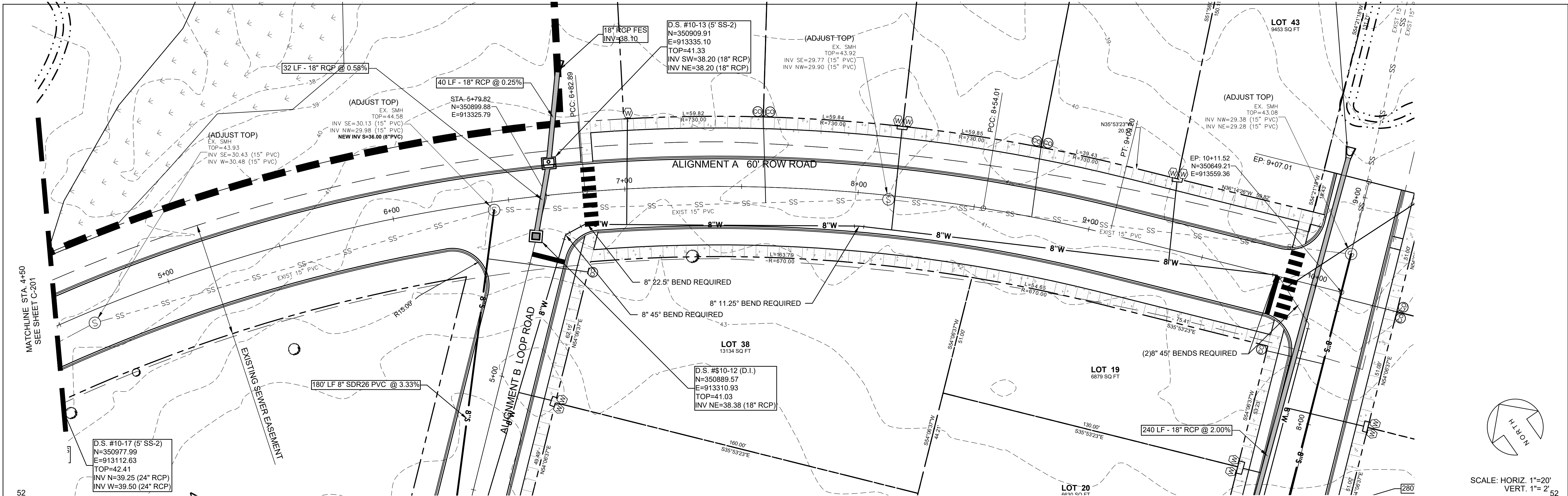
3921 Market Street,
Pascagoula, MS 39567
www.bmaengineers.com (228)864-7612

C-151

SHEET

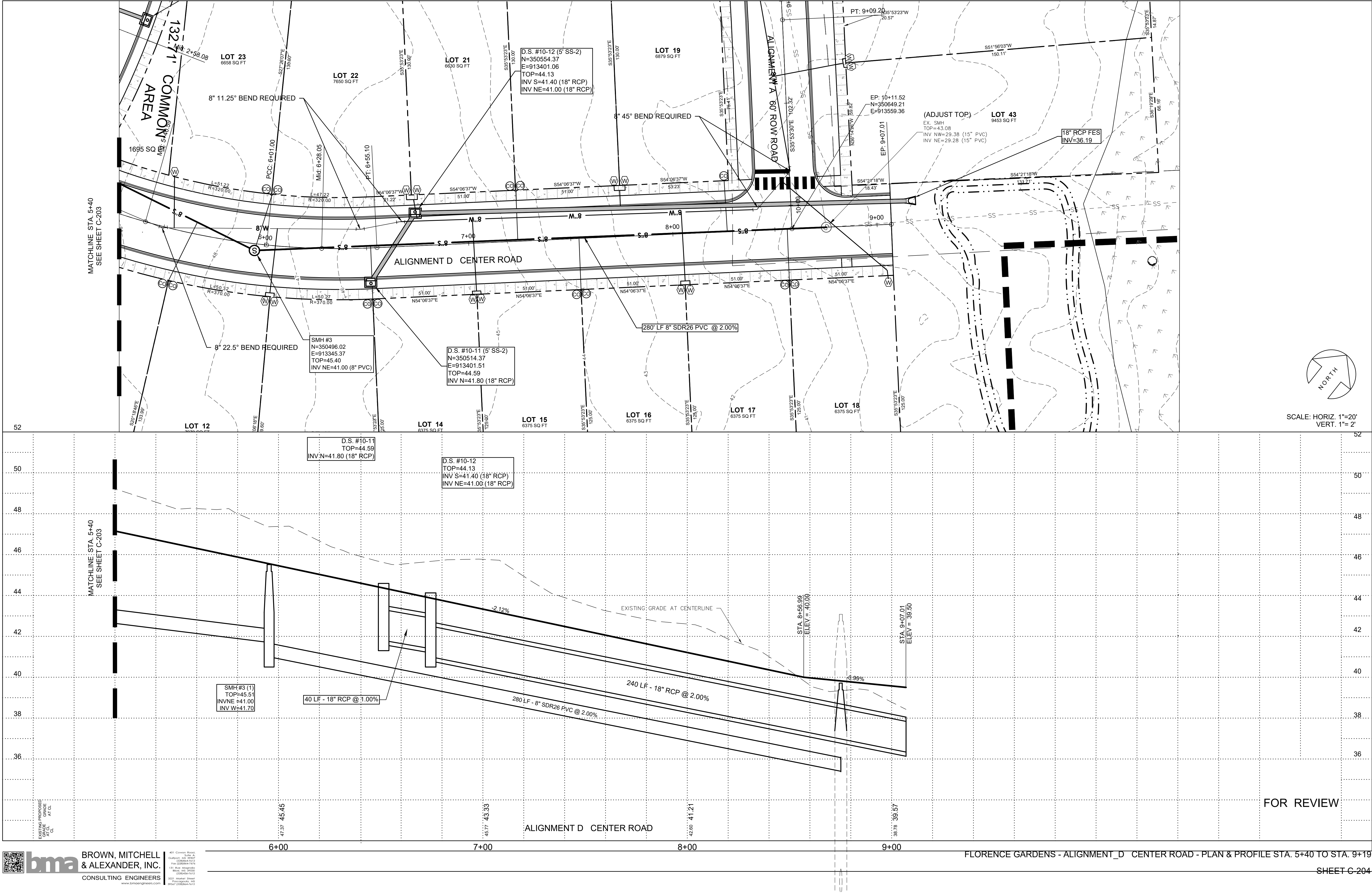


THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.





THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS







FOR REVIEW



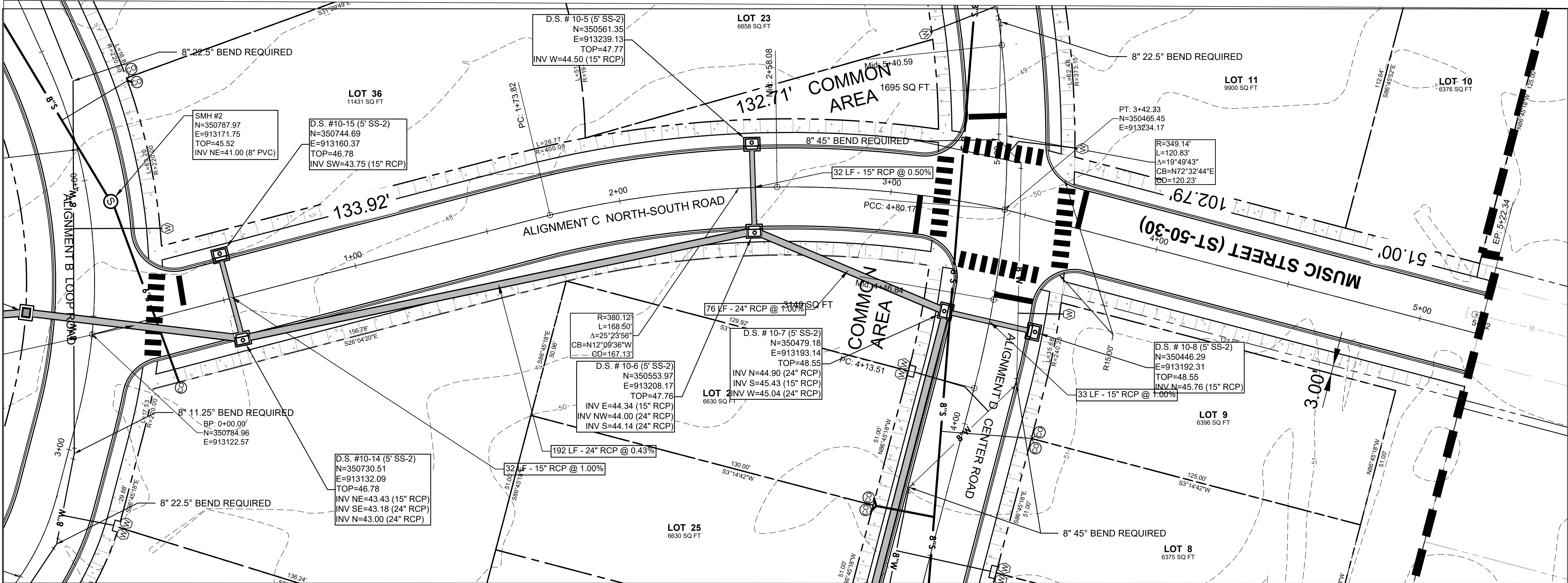
401 Cowan Road
Suite A
Gulfport, MS 39503
(228) 864-7612
Fax (228) 864-7671

131 Rue Magnolia
Biloxi, MS 39530
(228) 436-7612

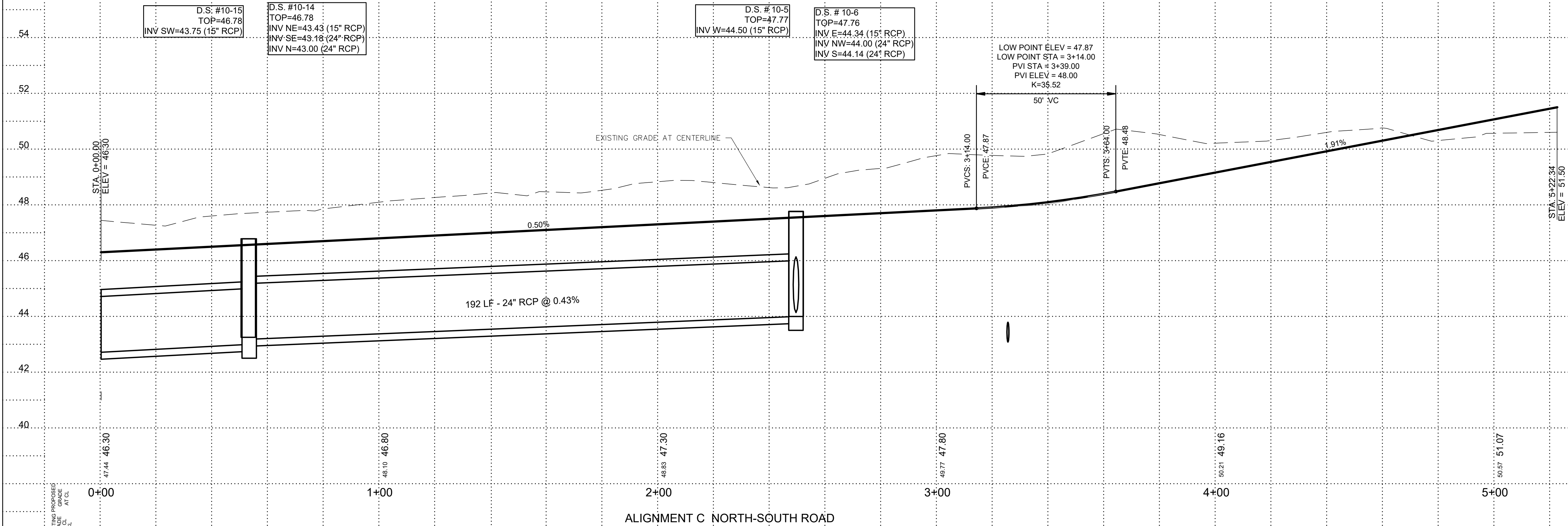
3221 Market Street
Pascagoula, MS
(228) 762-7612

SHEET C-206

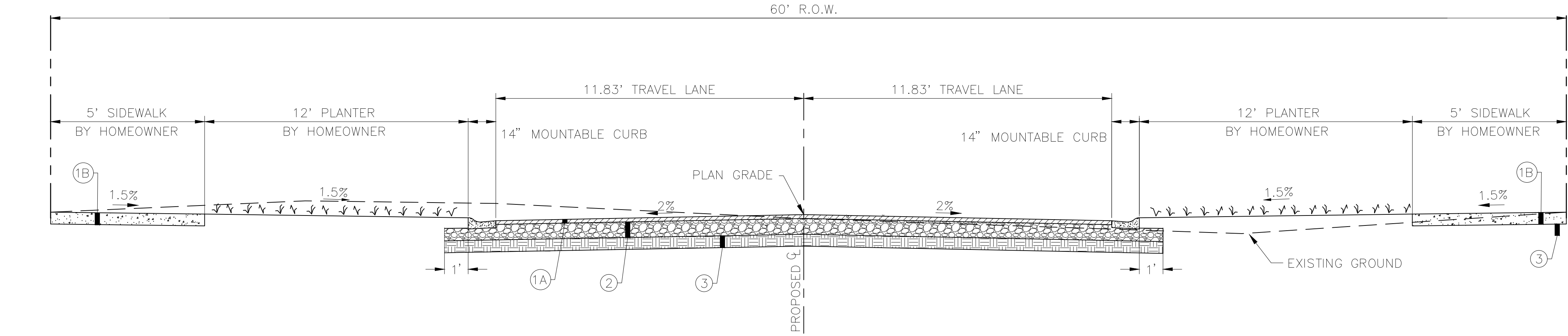
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS



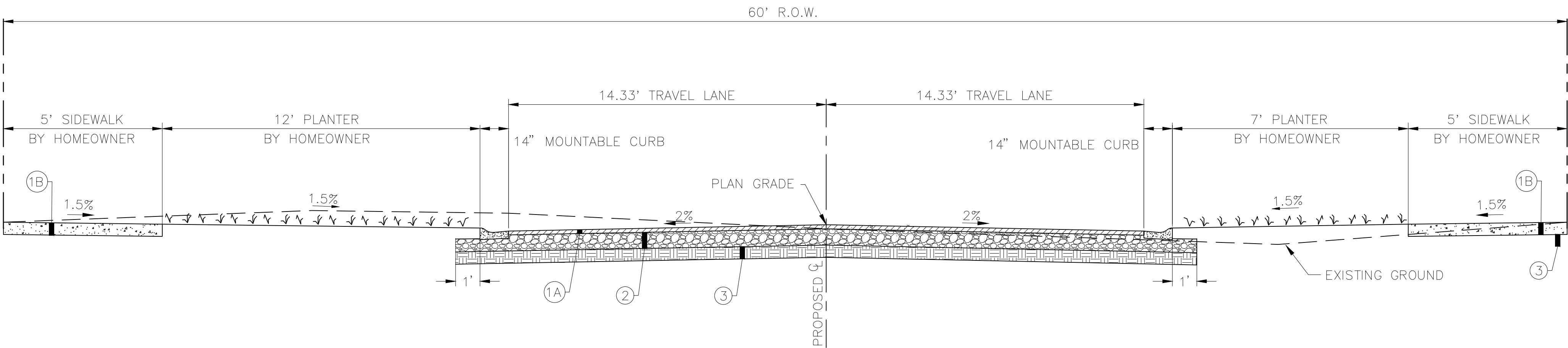
NORTH
SCALE: HORIZ. 1"=20'
VERT. 1"= 2'



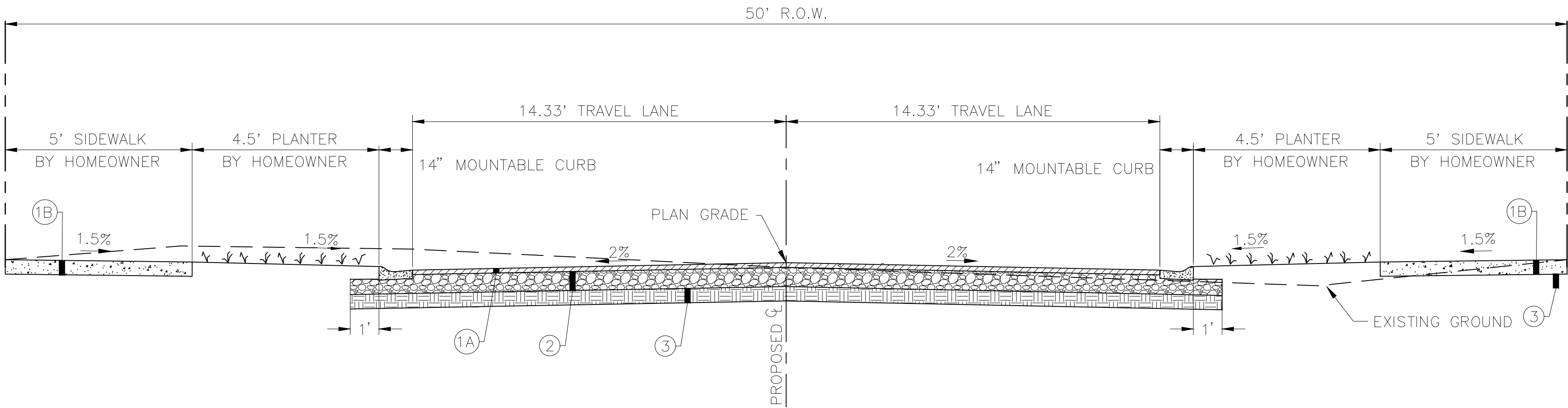
FOR REVIEW



TYPICAL ST-60-25 ROADWAY SECTION
SCALE: N.T.S.



TYPICAL ST-60-30 ROADWAY SECTION
SCALE: N.T.S.



TYPICAL ST-50-30 ROADWAY SECTION
SCALE: N.T.S.

AREA TO BE VEGETATED PER SPECIFICATIONS

- 1A 3" HMA SURFACE
- 1B CONCRETE SIDEWALK (4" THICK)
- 2 10" SOIL CEMENT BASE (SEE SPECIFICATIONS FOR MIXING AND CONSTRUCTION REQUIREMENT)
- 3 6" PREPARED SUBGRADE (COMPACTED TO 95% MODIFIED PROCTOR)



**BROWN, MITCHELL
& ALEXANDER, INC.**
CONSULTING ENGINEERS



PRELIMINARY

REV DATE BY

**FLORENCE GARDENS
PHASE X**
GULFPORT, MISSISSIPPI
X-SECTIONS / ROAD SECTIONS

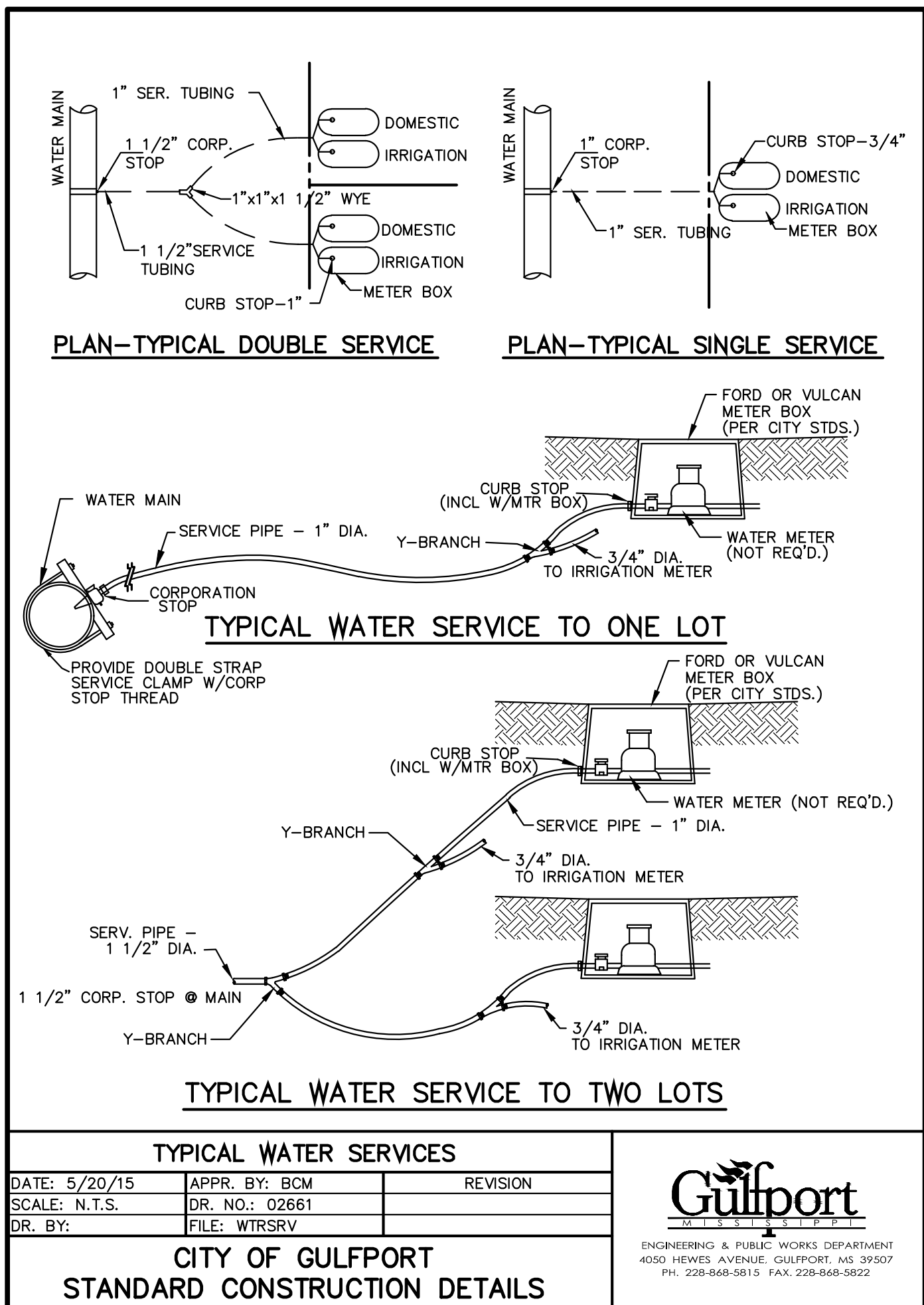
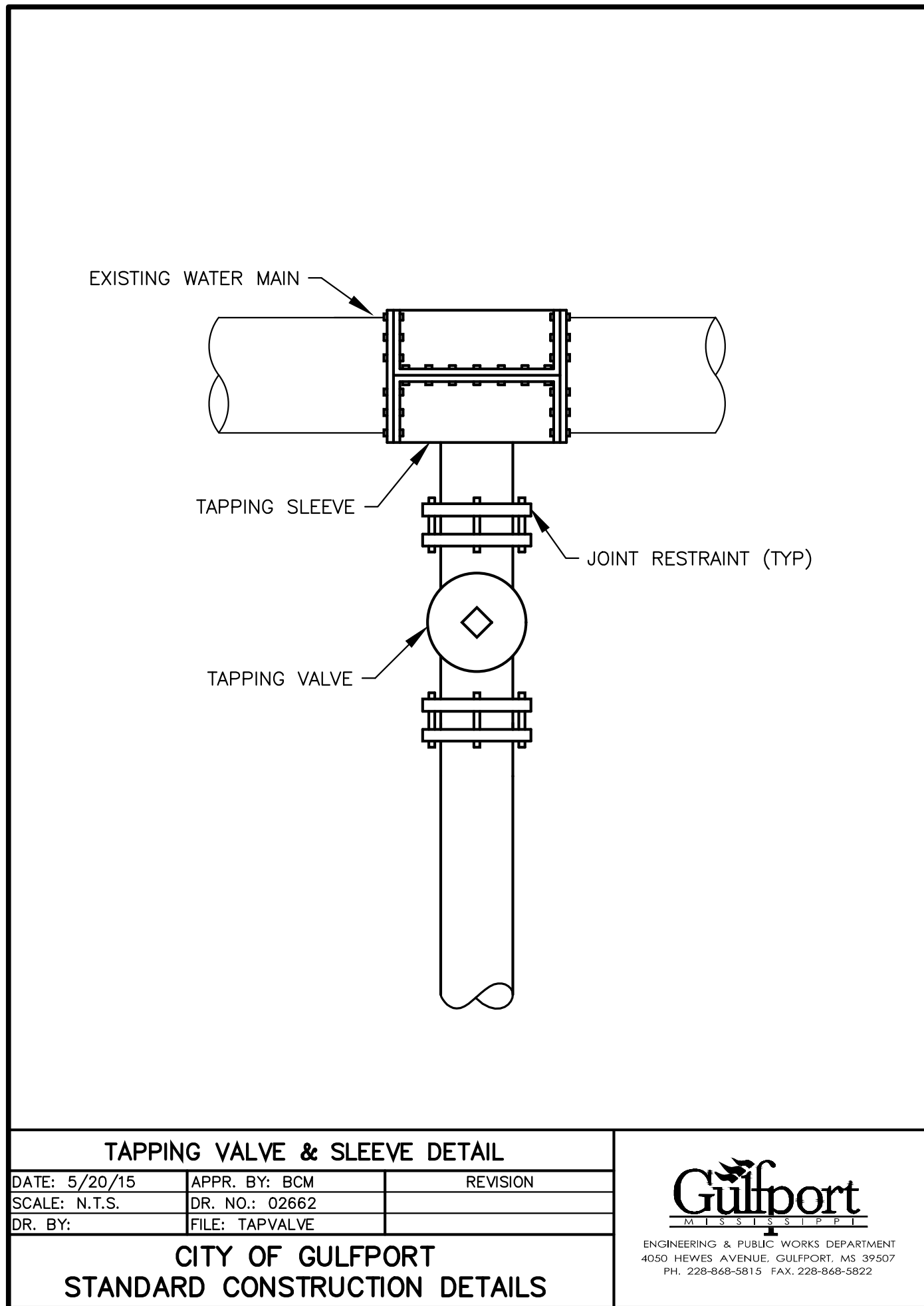
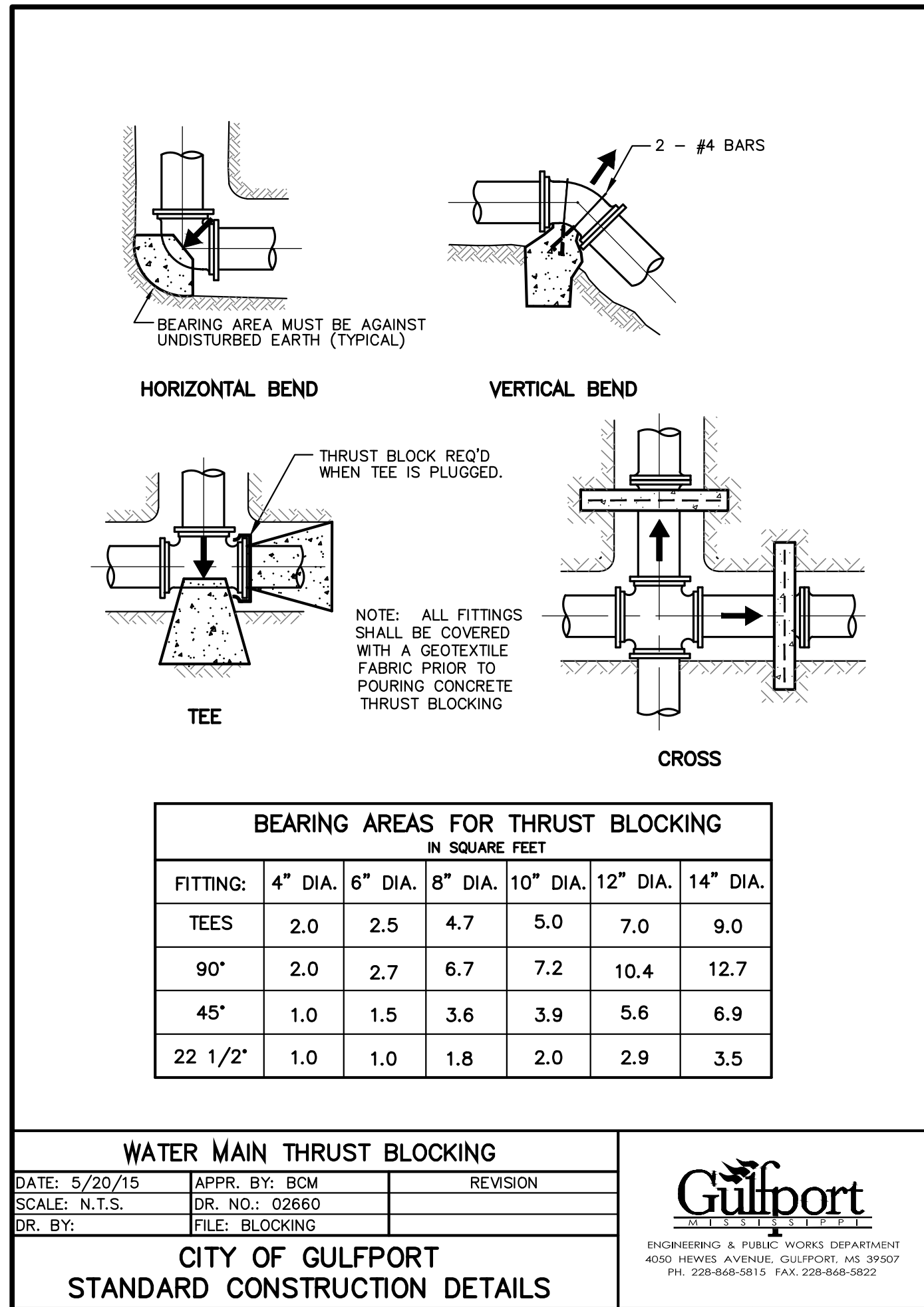
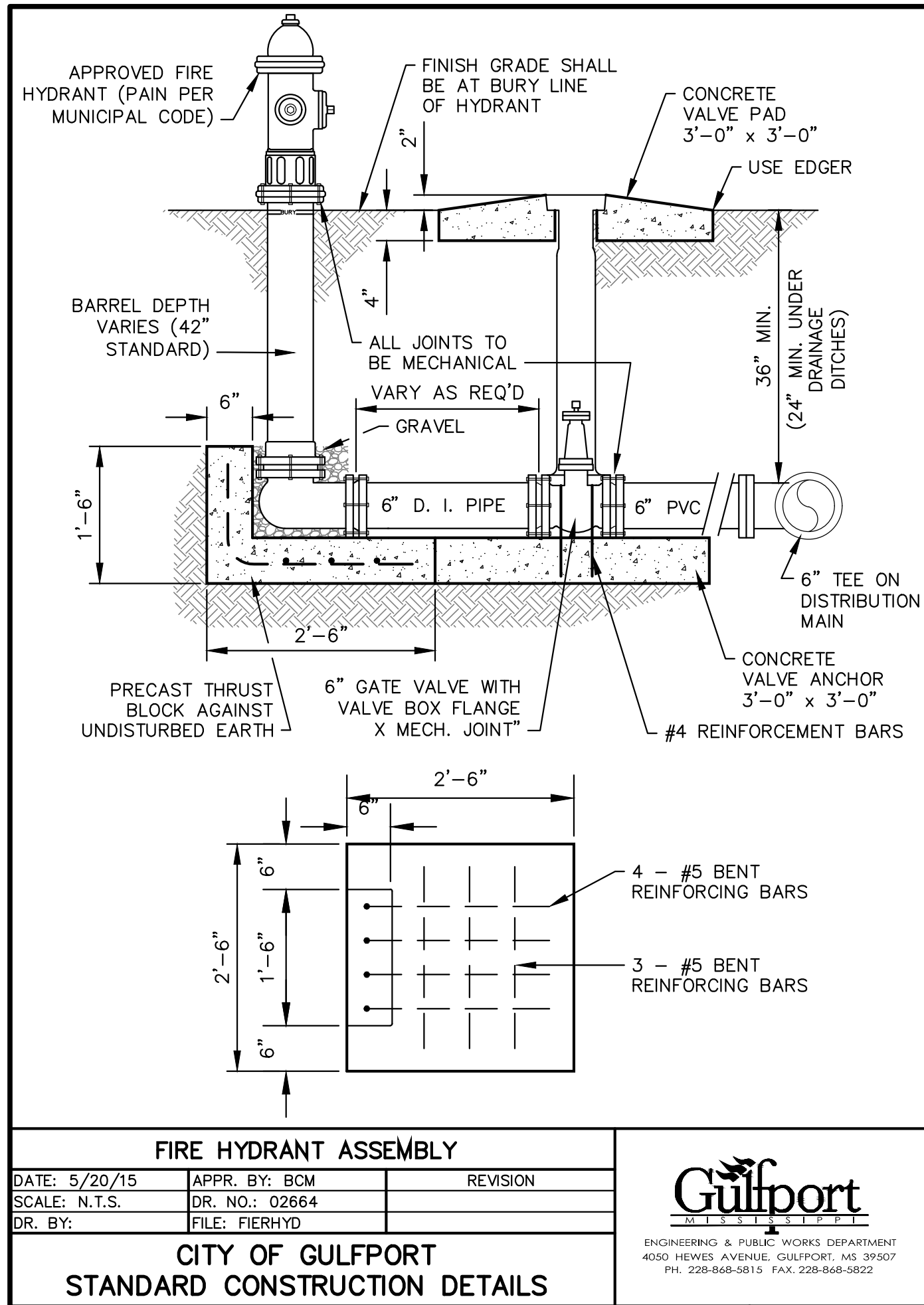
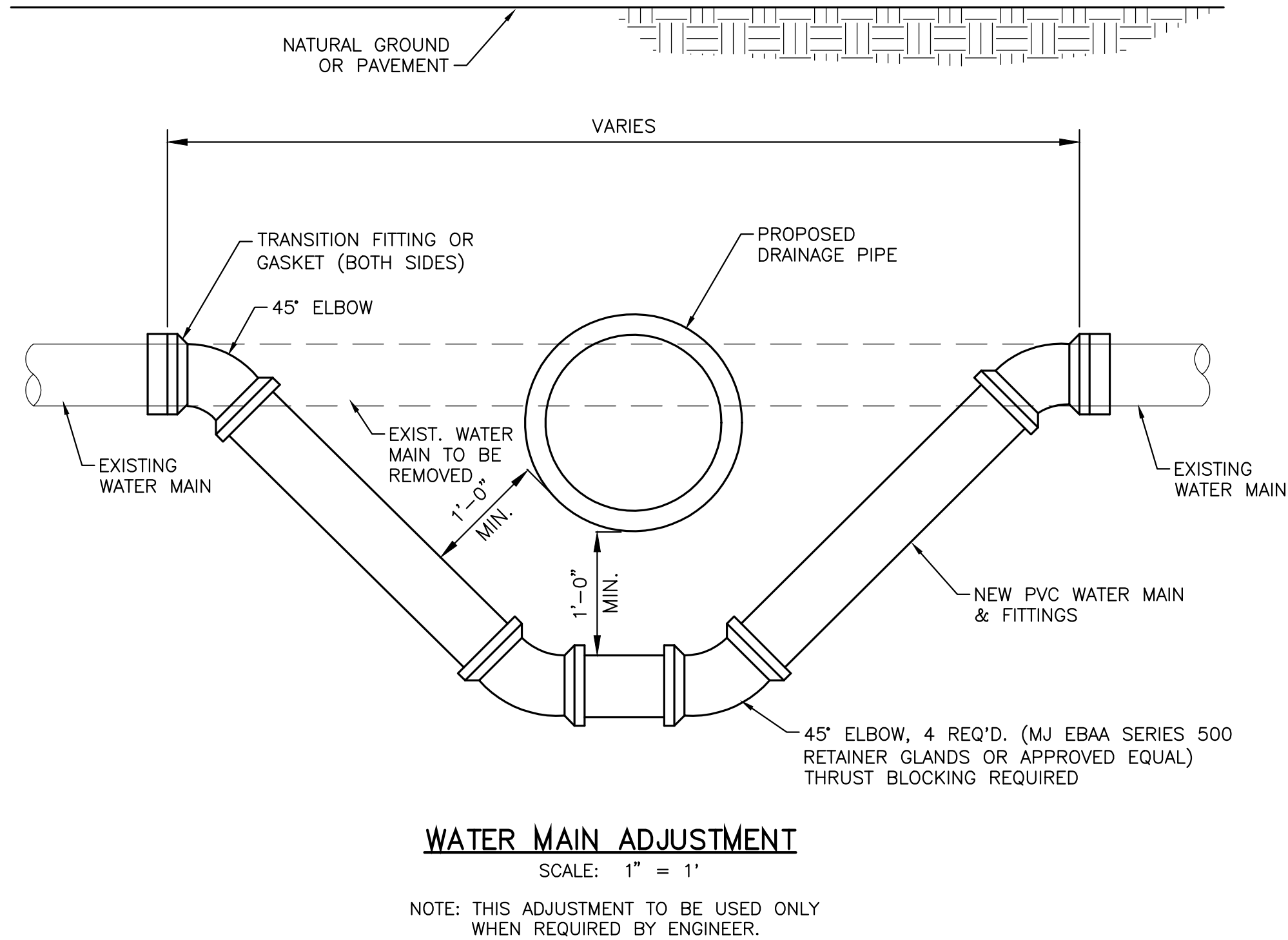
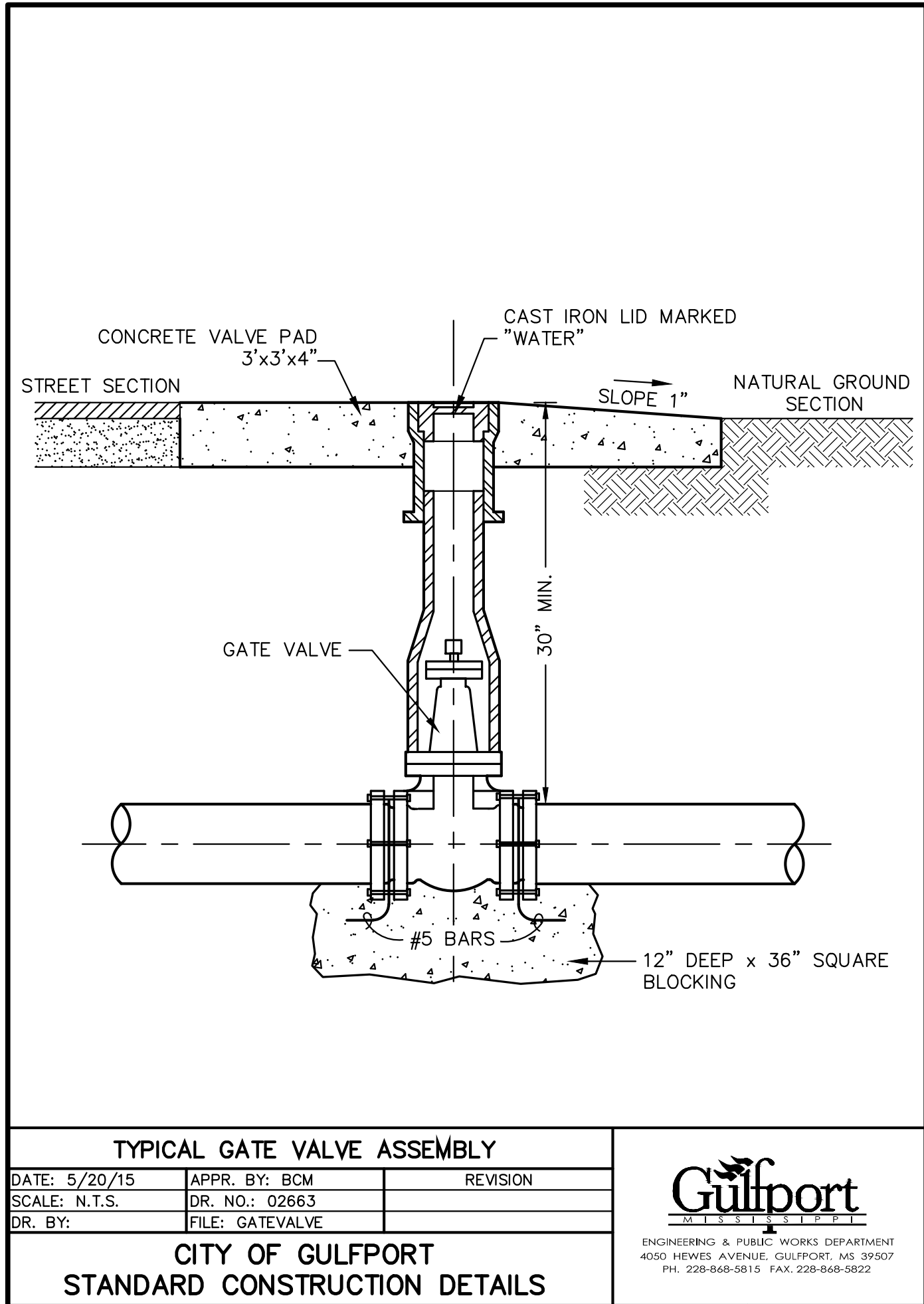
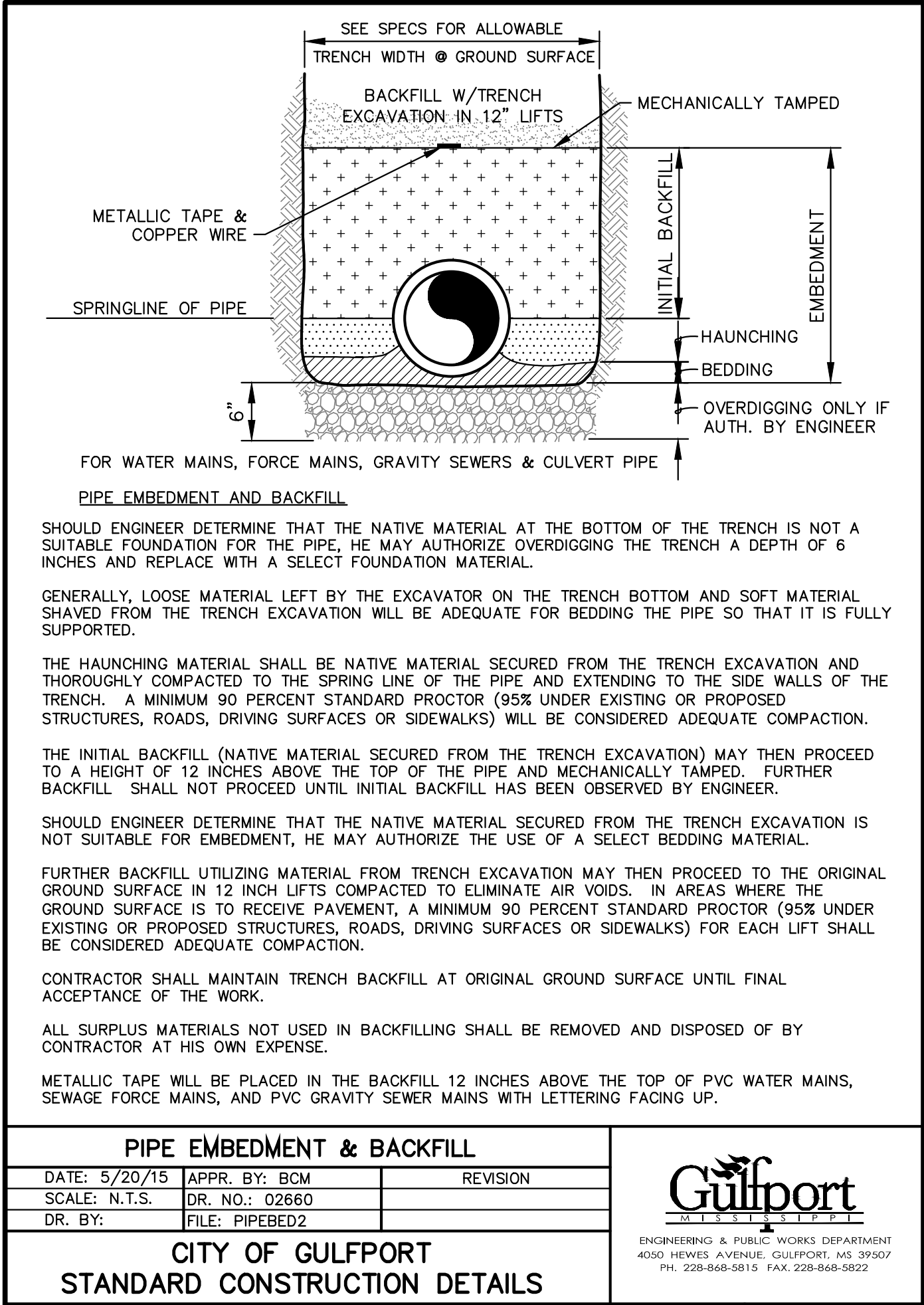
CAD DME/NLG
ENG BJS
DATE 09-08-21
SCALE
BMA# 3405-26
FILE 3405-26 SITE

SHEET

C-301

S:\3405-26 Florence Gardens, Phase X\CADD\DWG\3405-26 DETAILS.dwg, 9/8/2021 2:00:13 PM,
DWG To PDF.pc3

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.

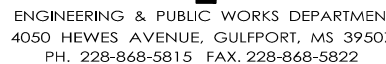




SCALE: 1" = 5'

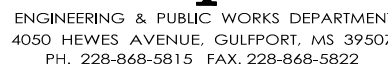


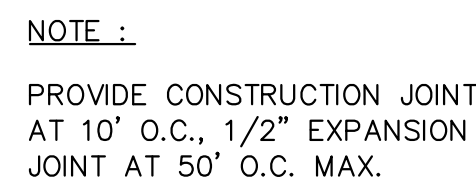
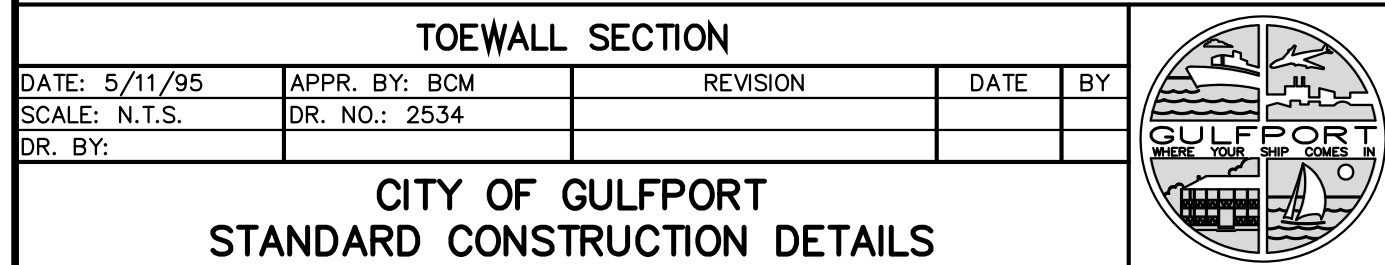
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



1. THE AREA OF THE CONSTRUCTION ENTRANCE SHALL BE EXCAVATED 6 INCHES DEEP, 50 FEET LONG AND SHALL EXTEND THE FULL WIDTH OF ANY VEHICULAR INGRESS AND EGRESS (MINIMUM 20 FEET) LOCATED ON THE SITE.
2. THE ENTRANCE SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT TO PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MAINTENANCE AND REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE ENTRANCE SHALL BE CHECKED ON A DAILY BASIS AND BEFORE & AFTER ANY RAINFALL EVENT FOR ANY DAMAGES. ANY DAMAGES FOUND SHALL BE REMEDIATED BEFORE THE DAYS END AT NO ADDITIONAL COST TO THE CITY.
4. THE ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT THE FLOW OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS SHALL BE REMOVED IMMEDIATELY.
5. MEASURES SHALL BE TAKEN TO PREVENT VEHICULAR TRAFFIC FROM BYPASSING THE CONSTRUCTION ENTRANCE DURING INGRESS AND EGRESS.

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS





MOUNTABLE CURB & GUTTER DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	
DR. BY:	FILE: MNTCURB	
CITY OF GULFPORT		
STANDARD CONSTRUCTION DETAILS		



DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585 DWG.-2	
DR. BY:	FILE: BARRICADE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02721-DWG 2	
DR. BY:	FILE: DRAIN INLET	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39503
PH. 228-868-5815 FAX. 228-868-5822



DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02722 DWG 1	
DR. BY:	FILE: PIPE WRAP	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



PRELIMINARY

REV	DATE	BY

FLORENCE GARDENS

PHASE X

GULFPORT, MISSISSIPPI

CONSTRUCTION DETAILS

CAD	DME/NLG
ENG	BJS
DATE	09-08-21
SCALE	AS SHOWN
BMA#	3405-26
FILE	3405-26 SITE

SHEET

C-504

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			FLORENCE GARDENS, LLC (OWNER)	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
			BROWN, MITCHELL & ALEXANDER, INC (AGENT)	131 RUE MAGNOLIA	BILOXI	MS	39503
			Adjacent Property Owners				
	129006	0908C-01-001.011	BAKER DONALD G & MARY A -TRUSTEES-	13059 HARTLEY CIR	GULFPORT	MS	39503
	53688	0908E-01-063.000	BALDWIN CLAUDIA V	113 BIG SKY DR	GULFPORT	MS	39503
	105582	0907N-01-003.003	BANKS ANNEITTA E	15350 HWY 49 N	GULFPORT	MS	39503
	144635	0908C-01-001.046	BARANELLO JOHN PAUL & PAMELA ANN	8502 NORTH EAST PINES DR	MERIDIAN	MS	39305
	129031	0908F-01-018.000	BARBAY TROY & JILL JOIA	12366 THREE RIVERS RD	GULFPORT	MS	39503
	134514	0908F-01-002.039	BATEMAN SHERRY DIANA & PHILLIP E	13145 WHISTLE COURT	GULFPORT	MS	39503
	129045	0908F-01-032.000	BENTZ JULIE	13095 LAKE FLORENCE DR	GULFPORT	MS	39503
	141424	0908F-01-071.000	BLACKMORE PAUL HOWARD & CHERIE LYNN	13337 KINDER DR	GULFPORT	MS	39503
	129050	0908C-01-001.024	BORMANN LEAANN	13058 MIDLAND COVE	GULFPORT	MS	39503
	134520	0908F-01-002.045	BRISTER GARY A	13213 WESTMINSTER BLVD	GULFPORT	MS	39503
	129010	0908C-01-001.015	BRODSKY ELIA & KAYCI A SLAGEL	12444 PRESERVATION DR	GULFPORT	MS	39503
	130173	0908C-01-001.028	BROSIG THOMAS J & ROBIN MIDCALF	12485 PRESERVATION DR	GULFPORT	MS	39503
	129044	0908F-01-031.000	BURRELL ANDREW C & ASHLEY	12562 LAKE VILLIAGE DRIVE	GULFPORT	MS	39507
	137357	0907N-01-001.060	CHAMBERLAIN DEBORAH R	13000 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129005	0908C-01-001.010	CHAPMAN ANDREW O & MARIANNA K	13055 HARTLEY CIRCLE	GULFPORT	MS	39503
	129003	0908C-01-001.008	CHAPUIS WILLIAM LYNN & BRENDA S	P O BOX 3121	GULFPORT	MS	39505
	53694	0908E-01-049.000	CLIFTON ROBERT VINCENT	136 RESERVATION DRIVE	GULFPORT	MS	39503
N	129051	0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA	C/O HELEN CLOWER ELMER	ARLINGTON	TX	76012
	134515	0908F-01-002.040	COBB DAPHNE	13141 WHISTLE COURT	GULFPORT	MS	39503
	145327	0908C-01-001.062	COOLEY MICHAEL T & WEEKS AMBER M	12505 ALPHABET RD	GULFPORT	MS	39503
	134521	0908F-01-002.046	CREEL JAMES E & NANCY A	13146 WHISTLE COURT	GULFPORT	MS	39503
	129002	0908C-01-001.007	CROMWELL JASON & JOANIE	P O BOX 3597	GULFPORT	MS	39505
	129001	0908C-01-001.006	CUTRER TERRY L & PAMELA S	4907-A COURTHOUSE RD	GULFPORT	MS	39507
	144646	0908C-01-001.057	DEL RIO EDDY M & LISA Y	12512 WESTWOOD PLACE	GULFPORT	MS	39503
	134530	0908F-01-002.055	DEMOLA MICHAEL C & SUZANNE	11993 MUSIC ST	GULFPORT	MS	39503
	129016	0908C-01-001.021	DENNIS PADRICK D & MARY M	12473 PRESERVATION DR	GULFPORT	MS	39503
	56925	0908D-01-015.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
N	16132	0908E-01-001.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
	129000	0908C-01-001.005	DOUGLAS DAVID EUGENE & GRACE ELAINE	13024 HARTLEY CIR	GULFPORT	MS	39503
	53710	0908E-01-046.000	EDWARDS SANDRA M	103 TOMAHAWK TRAIL	GULFPORT	MS	39503
	145193	0908E-01-001.112	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145191	0908E-01-001.110	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501

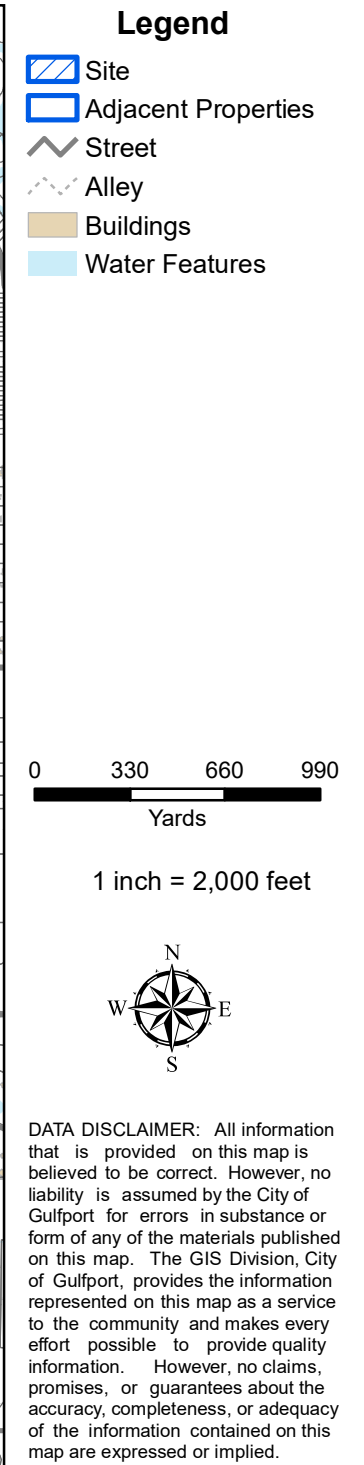
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	145184	0908E-01-001.103	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145187	0908E-01-001.106	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39503
N	145188	0908E-01-001.107	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145189	0908E-01-001.108	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
N	145326	0908C-01-001.061	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145329	0908C-01-001.064	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145331	0908C-01-001.066	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
N	145658	0908C-01-001.071	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145663	0908C-01-001.076	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145664	0908C-01-001.077	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145666	0908C-01-001.079	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	129004	0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	GULFPORT	MS	39503
	53689	0908E-01-062.000	ESCOBAR MAURICIO	20280 LENNIA CUEVAS RD	SAUCIER	MS	39574
	53693	0908E-01-050.000	EVANS VIRGINIA H	134 RESERVATION DR	GULFPORT	MS	39503
	130174	0908C-01-001.029	FAIRLEY CLAYTON & REBECA	19219 ROAD 223	SAUCIER	MS	39574
	105585	0907N-01-003.006	FAMILY WORSHIP CENTER OF GULFPORT I	15011 PARKWOOD DRIVE	GULFPORT	MS	39503
	134519	0908F-01-002.044	FERREIRA ALEJANDRO E	13138 WHISTLE CT	GULFPORT	MS	39503
	56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	130171	0908C-01-001.026	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129054	0908F-01-039.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129048	0908F-01-035.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
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N	129055	0908F-01-040.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129042	0908F-01-029.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129053	0908F-01-038.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129040	0908F-01-027.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129041	0908F-01-028.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133015	0908F-01-045.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133041	0908F-01-040.004	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	129043	0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133009	0908C-01-001.034	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133040	0908F-01-040.003	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	133038	0908F-01-040.001	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56947	0908F-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	141429	0908F-01-002.061	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	144637	0908C-01-001.048	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145194	0908E-01-001.113	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145196	0908E-01-001.115	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145166	0908E-01-001.085	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145167	0908E-01-001.086	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145168	0908E-01-001.087	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145169	0908E-01-001.088	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145170	0908E-01-001.089	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145171	0908E-01-001.090	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145172	0908E-01-001.091	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145173	0908E-01-001.092	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145174	0908E-01-001.093	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145192	0908E-01-001.111	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145190	0908E-01-001.109	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145185	0908E-01-001.104	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145186	0908E-01-001.105	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145183	0908E-01-001.102	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145175	0908E-01-001.094	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145176	0908E-01-001.095	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145177	0908E-01-001.096	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145178	0908E-01-001.097	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145179	0908E-01-001.098	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145180	0908E-01-001.099	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145181	0908E-01-001.100	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145182	0908E-01-001.101	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145665	0908C-01-001.078	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	145661	0908C-01-001.074	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145667	0908C-01-001.080	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	145654	0908C-01-001.067	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145655	0908C-01-001.068	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145656	0908C-01-001.069	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145657	0908C-01-001.070	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145662	0908C-01-001.075	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	134534	0908F-01-002.059	FLORENCE GARDENS RES NEIGHBORHOOD	OWNERS ASSOCIATION INC	GULFPORT	MS	39503
	106587	0908F-01-001.001	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39505
	2973	0908G-01-003.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503
	129008	0908C-01-001.013	FOX DUNCAN	12396 PRESERVATION DRIVE	GULFPORT	MS	39503
	141425	0908F-01-072.000	FREEMAN JUDY E	13333 KINDER DR	GULFPORT	MS	39503
	129014	0908C-01-001.019	GIBSON JASON & ERIN L	12469 PERSEVTION DR	GULFPORT	MS	39503
N	129015	0908C-01-001.020	GIBSON JASON THOMAS & ERIN LYNN	12469 PRESERVATION DR	GULFPORT	MS	39503
	134517	0908F-01-002.042	GIBSON TOM & PAM	13129 WHISTLE CT	GULFPORT	MS	39503
	141335	0908F-01-055.000	GILREATH MICHAEL H & CYNTHIA	13307 KINDER DR	GULFPORT	MS	39503
	129024	0908F-01-011.000	GOLDIN ALAN H & HOPE U	12223 PRESERVATION DR	GULFPORT	MS	39503
	133021	0908F-01-051.000	GOLDIN JASON	13099 LAKE FLORENCE RD	GULFPORT	MS	39503
	140955	0908C-01-001.037	GOLDIN MARTIN C	12503 PRESERVATION DR	GULFPORT	MS	39503
	127922	0908F-01-005.000	GOLDIN SCOTT LEE	12207 PRESERVATION DRIVE	GULFPORT	MS	39503
	134528	0908F-01-002.053	GRAY PHILLIP W & LILLIAN K	11990 MUSIC ST	GULFPORT	MS	39503
	127921	0908C-01-001.004	GUIROLA LOUIS JR & STEPHANIE	12453 PRESERVATION DR	GULFPORT	MS	39503
N	127930	0908F-01-002.000	GULFPORT CITY OF				0
	133037	0908F-01-037.001	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
N	129052	0908F-01-037.000	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
	133013	0908F-01-043.000	HENRY ROBERT C & DALYCE M	12187 PRESERVATION DR	GULFPORT	MS	39503
	134524	0908F-01-002.049	HERBERT ARTHUR J III & ELLEN G	11991 PRESERVATION DR	GULFPORT	MS	39503
	141334	0908F-01-054.000	HINES OWEN CLARK JR & KELLY FLYNN	13311 KINDER DRIVE	GULFPORT	MS	39503
	129009	0908C-01-001.014	HINKEBEIN ANDREW & THECLA	12440 PRESERVATION DRIVE	GULFPORT	MS	39503
	141333	0908F-01-053.000	HOLLEY NEIL E	13315 KINDER DR	GULFPORT	MS	39503
	56942	0908E-02-001.000	HOLLIMAN PLACE LLC	P O BOX 349	OXFORD	MS	38655
	129034	0908F-01-021.000	HOLMAN JAMES M & MELISSA A	13134 LAKE FLORENCE RD	GULFPORT	MS	39503
	129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
	141427	0908F-01-074.000	JACKSON AVERY & LAUREN	13323 KINDER DR	GULFPORT	MS	39503
	53708	0908E-01-048.000	KIRCH LINDA & PROCTOR ALAN -TRUSTEE	133 RESERVATION DR	GULFPORT	MS	39503
	134527	0908F-01-002.052	KROLL DONALD A & MARLENE B	11994 MUSIC STREET	GULFPORT	MS	39503
	144636	0908C-01-001.047	LANDON HOMES LLC	9113 OLD CCC CAMP ROAD	OCEAN SPRINGS	MS	39564
	134513	0908F-01-002.038	LAWSON DAVID W & ANN G	13149 WHISTLE CT	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	145328	0908C-01-001.063	LEIGH STANLEY & WYNELL	12530 ALPHABET RD	GULFPORT	MS	39503
	129025	0908F-01-012.000	LIEBERMAN STACY RESIDENCE TRUST	14231 SEAWAY RD STE 7000	GULFPORT	MS	39503
	105581	0907N-01-003.007	LOFTIN JIM H & CONSORCIA S-TRUSTEES	14481 AUTUMN CHASE	GULFPORT	MS	39503
	130172	0908C-01-001.027	LOVELL FRANK A & NANCY D	40 54TH ST	GULFPORT	MS	39507
	134526	0908F-01-002.051	MALONE RICHARD A	11998 MUSIC STREET	GULFPORT	MS	39503
	127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
	53687	0908E-01-064.000	MCKINNEY JOHNNY F	111 BIG SKY DR	GULFPORT	MS	39503
	145325	0908C-01-001.060	MELLO JOAQUIN NICOLAS & NICOLE T	12521 ALPHABET RD	GULFPORT	MS	39503
	129007	0908C-01-001.012	MITCHELL ROBERT ARTHUR	13063 HARTLEY CIR	GULFPORT	MS	39503
	137356	0907N-01-001.059	MY COTTAGE HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	127919	0908C-01-001.002	OTERO MICHAEL & STACEY L	12461 PRESERVATION DR	GULFPORT	MS	39503
	137358	0907N-01-001.061	PHAN JENNIFER HUYEN & HO GIAU THI N	13008 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129033	0908F-01-020.000	POOLE CRYSTAL DANIEL & MARCUS	13140 LAKE FLORENCE ROAD	GULFPORT	MS	39503
	134522	0908F-01-002.047	RAGLAND JOHN D & SHELLEY	13150 WHISTLE CT	GULFPORT	MS	39503
	93312	0907O-01-023.023	RANKIN OTIS G & DEBRA S	12530 O'NEAL RD	GULFPORT	MS	39503
	53690	0908E-01-061.000	RAY MARK STEVEN & DARI STARLING	145 GARY ST	GULFPORT	MS	39503
	141426	0908F-01-073.000	RICE SIDNEY EARL JR & SHELLY	13327 KINDER DR	GULFPORT	MS	39503
	134516	0908F-01-002.041	RIDDLE DONALD S & KATHLEEN M	13137 WHISTLE COURT	GULFPORT	MS	39503
	141336	0908F-01-056.000	ROGERS RANDALL S & SELENA R	13303 KINDER DR	GULFPORT	MS	39503
	129017	0908C-01-001.022	SERNA MARVIN JR	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
	144647	0908C-01-001.058	SPIERS BENNIE P & DEBRA J	12508 WESTWOOD PL	GULFPORT	MS	39503
	133005	0908C-01-001.030	STANICH CHARLES A & ROXANNE Q	3505 FORREST PRESERVE CIR	GAUTIER	MS	39553
	129047	0908F-01-034.000	SUROWIEC WALTER JOSEPH	13081 LAKE FLORENCE RD	GULFPORT	MS	39503
	129027	0908F-01-014.000	SWANGER DAWN & BRANDON	63 SHORELINE LN	GULFPORT	MS	39503
	53709	0908E-01-047.000	TATE BARBARA E & TURNER CARLOTTA	101 TOMAHAWK TRAIL	GULFPORT	MS	39503
	137355	0907N-01-001.058	TATE COREY RENEE JR	13009 TURTLE CREEK PKWY	GULFPORT	MS	39503
	53707	0908E-01-045.000	TOLAR TERRY	2620 RUE PALAFOX	BILOXI	MS	39531
	129026	0908F-01-013.000	TRAN JOHN H & TRAN H NGUYEN-TRUSTEE	12215 PRESERVATION DR	GULFPORT	MS	39503
	144239	0907N-01-001.099	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
N	144238	0907N-01-001.098	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
	88504	0907N-01-001.000	TURTLE CREEK SUBDIVISION LLC	P O BOX 4579	HOUSTON	TX	77210
	129032	0908F-01-019.000	VANN MICHAEL A & THERESA	13144 LAKE FLORENCE RD	GULFPORT	MS	39503
	56888	0908B-01-008.000	W C FORE TRUCKING CO INC	14270 CREOSOTE RD	GULFPORT	MS	39503
	129046	0908F-01-033.000	WALTZ ROBERT D & BRENDA M	13087 LAKE FLORENCE DRIVE	GULFPORT	MS	39503
	53706	0908E-01-044.000	WANZO VICTORIA L & WILLIE JR	102 TOMAHAWK TRAIL	GULFPORT	MS	39503
	145195	0908E-01-001.114	WARD DORIS DUNCAN	13225 ARTISAN RD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	129049	0908C-01-001.023	WARD PHILLIP	13062 MIDLAND COVE	GULFPORT	MS	39503
	142564	0908C-01-001.038	WESSON AUGUSTUS & ASHLEY	13050 HARTLEY CIRCLE	GULFPORT	MS	39503
	134523	0908F-01-002.048	WETZEL RAUN JOSEPH & VICTORIA R	11995 PRESERVATION DR	GULFPORT	MS	39503
	134518	0908F-01-002.043	WHITEMAN BRIDGET M & RALPH ANDREW	13130 WHISTLE COURT	GULFPORT	MS	39503
	145330	0908C-01-001.065	WINTER DAVID S & ANNE H	12514 ALPHABET DR	GULFPORT	MS	39503
	118589	0907N-01-003.008	YOCOM BRADLEY A & JEANIE M	13188 O'NEAL ROAD	GULFPORT	MS	39503
N	105584	0907N-01-003.005	YOCOM BRADLEY ALLEN & JEANIE MARIE	13188 O'NEAL RD	GULFPORT	MS	39503



RE: General Plan 2110PC165, by Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 and 0908E-01-001.001, Approval of General plan for 43-lot subdivision (Florence Gardens Phase X), Music St., Zoned 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, October 28, 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, October 28, 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.

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:**

IPL0044264

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

56.28

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**

October 6, 2021 4:11:37 PM EDT

Amount:

56.28

SCHEDULE FOR AD NUMBER IPL00442640

October 13, 2021

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00442640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 28, 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 2108PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.000, Request zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

Zoning Map Amendment 2109PC144, by agent Greg Smith, tax parcel 1011D-01-028.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), 157 Oleander Dr, Ward 2

Resubdivision 2110PC157, by agent Jacques P. Pucheu, tax parcels 1009K-03-001.000, 1009L-02-001.000, Divide into 6 new parcels, Dolphin Lane and Greel Cr, Zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family), Ward 5

Planning Commission Approval 2110ZB160, by owner Caleb Fredericks, tax parcel 0810E-02-104.000, Request for duplex use, Monroe St, Zoned R-1-5 (Single-family), Ward 3

Resubdivision 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thomson Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Resubdivision 2110PC164, by agent William Tully Rhodes, tax parcel 0807J-01-007.000, Divide into seven new parcels, Duckworth Road, Zoned R-1-15 (Single-family), Ward 3

General Plan 2110PC165, by Brown, Mitchell & Alexander, Inc., tax parcels 0908C-01-001.000 and 0908E-01-001.001, Approval of General plan for 43-lot subdivision (Florence Gardens Phase X), Music St, Zoned R-1-7.5 (Single-family), Ward 6

Resubdivision 2110PC166, by agent Heinrich & Associates, tax parcel 0707Q-01-004.000, Divide into 2 new parcels, 13558 John Clark Rd, Zoned R-1-15 (Single-family), Ward 7

Final Plat 2110PC167, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-022.000, Approval of Final Plat for 19-lot subdivision (Gulfview Villas), E Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Final Plat 2110PC168, by agent Heinrich and Associates, LLC, tax parcel 0808K-03-133.000, Approval for Zero Lot Line Final Plat for a 62-lot subdivision (Camden Court), Dye Rd, Zoned R-2 (Single-family), Ward 7

Final Plat 2110PC169, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-051.000, Approval of Final Plat for a 10-lot townhome development (Courtyards At The Courthouse Plan), Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

This the 10th day of September 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates:

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: Resubdivision 2110PC166:

Resubdivision 2110PC166, by agent Heinrich & Associates, tax parcel 0707O-01-004.000,
Divide into 2 new parcels, 13558 John Clark Rd, Zoned R-1-15 (Single-family), Ward 7

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2110PC166

Hearing Date: October 28, 2021 (no quorum)
November 18, 2021

Current Zoning/Use: R-1-15 / Single-family home, mobile home

Legal: Resubdivision 2110PC166, by agent Heinrich & Associates, tax parcel 0707O-01-004.000, Divide into 2 new parcels, 13558 John Clark Rd, Zoned R-1-15 (Single-family), Ward 7

TECHNICAL DETAILS

The applicant wishes to divide the property along the midpoint of the property as it faces My Way Road. As proposed, the land meets the minimum size requirements, frontage, and depth ratio as required by ordinance.

The Gulfport Subdivision Regulations require that:

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

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

EXECUTIVE SUMMARY

Any approval should consider these conditions:

1. Coordinate water and sewer connections with Public Works.

DEPARTMENTAL CONDITIONS

Engineering: Conditions: coordinate water & sewer with Public Works. Memo dated 10/19/21.

Public Works: Conditions: coordinate water & sewer connections with PW. Memo dated 10/18/21.

Traffic and Safety: No conditions. Memo dated 10/19/21.

10.12

Technical Report

Resubdivision

Building Code Services: No conditions. Memo dated 10/18/21.

GIS: No conditions. Memo dated 10/19/21.

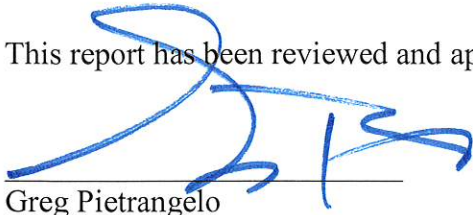
Police Department: No conditions. Memo dated 10/13/21.

Fire Department: No conditions. Memo dated 10/13/21.

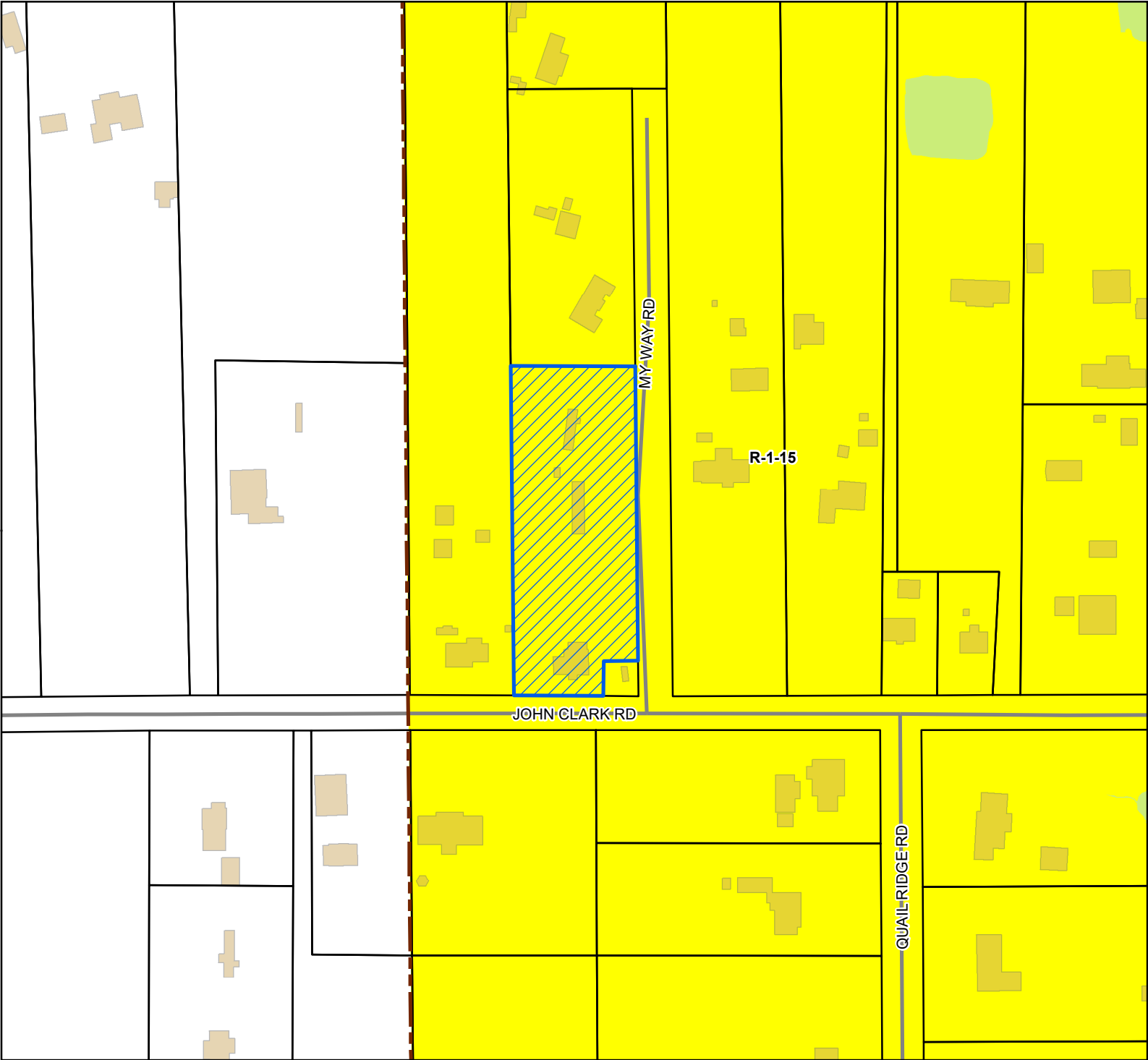
City Arborist: No conditions. Memo dated 10/13/21.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Site

Street

Parcels

Buildings

Water Features

City Limit

Zoning

R-1-15 - Single Family

Residence District (Low Density)

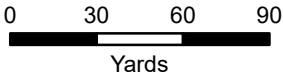
Site Information

0707O-01-004.000

Zoning: R-1-15 (Single Family Zone)

Size: 82,560 sq ft.

Flood: X



1 inch = 200 feet



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

\$185.00



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

For Staff Use Only

Case Number: 2110PC166Date Received: 9/8/2021

Receipt Number: _____

Received By: JMS

Zoning: _____

Ward: _____ Flood: _____

Size: _____

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL # 07070-01-004.000
07070-01-005.000 *PAK*

(If necessary, use separate sheet of paper)

Address of Property Involved: 13185 MY WAY RD.

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

General Location: NW INT. OF JOHN CLARK RD. & MY WAY RD.
GULFPORT, MS.

GENERAL DESCRIPTION OF REQUEST:

RESUBDIVIDE THE ABOVE TAX PARCELS INTO (2) ONE
ACRE PARCELS FOR (2) SINGLE FAMILY LOTS. BOTH NEW
LOTS WILL BE PROVIDED WITH WATER & SEWER SERVICES.

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Printed Name of Owner CHARLES CORRPrinted Name of Agent HEINRICH & ASSOCIATES, LLCMailing Address 13558 LAMEY BRIDGE RD.Mailing Address 1806 23 RD AVE. "B"City D'IBERVILLE, MS State MS Zip code 39540City GULFPORT State MS Zip code 39501Home Phone 228-324-5436 Work/Cell Phone _____Home Phone 228-896-6768 Work/Cell Phone _____

Email _____

Email bobby.h@heinrichassociates.netSignature of Owner Charles CorrSignature of Agent Robert Heinrich

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.

Charles Carr
13558 Lamey Bridge Rd.
D'Iberville, MS 39540

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction afroresaid, the within named Charles Carr 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. 0707O-01-004.000 and 0707O-01-005.000.

Respectfully submitted:

By: Charles Carr
Charles Carr

SWORN AND SUBSCRIBED before me, this the 7 day of September 2021.

Shawn Ingram
Notary Public

My Commission Expires:

July 26, 2025



Charles Carr
13558 Lamey Bridge Rd.
D'Iberville, MS 39540

September 7, 2021

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

RE: **Agent Letter for Charles Carr**
Tax Parcel No's: 0707O-01-004.000 and 0707O-01-005.000
13185 My Way Rd. - Gulfport, Mississippi

To Whom It May Concern:

Please allow this letter to serve as official notice that *Heinrich & Associates, LLC*, is authorized to act as agent on behalf of **Charles Carr** in any Planning Commission or City Council matters.

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

Sincerely,



Charles Carr



Notary



My Commission Expires:

July 26, 2025

UNOFFICIAL

INDEXING INSTRUCTIONS:
NW ¼ of SW ¼ of 32-6-11

STATE OF MISSISSIPPI
COUNTY OF HARRISON



[Signature] 1st Judicial District
Instrument 2016 1124 D - J1
Filed/Recorded 2/25/2016 11:03 A
Total Fees \$ 12.00
2 Pages Recorded

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged. I, SHILO CLARK, as Grantor, do hereby sell, convey and quitclaim unto CHARLES CARR, Grantee, the following land and property located and being situated in the County of Harrison, First Judicial District, State of Mississippi and being more particularly described as follows, to-wit:

The South 175 feet of the East 229 feet of the West 369 feet of the NW ¼ of the SW ¼ of Section 32, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, reservations, rights of way, easements and prior reservation of any oil, gas and other minerals.

TAXES for the current year are prorated as of this date and assumed by the Grantee herein.

WITNESS MY SIGNATURE this the 22 day of February, 2016.

Charles Carr
12258 Three Rivers Rd.
Gulfport, MS 39502
228-324-5436

[Signature]
SHILO CLARK

UNOFFICIAL

UNOFFICIAL

2

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 22nd day of February, 2016, within my jurisdiction, the within named SHILO CARR, who acknowledged that she executed the above and foregoing instrument.

Erin Prater

NOTARY PUBLIC

MY COMMISSION EXPIRES:

July 4, 2016



GRANTOR:

Shilo Clark

GRANTEE:

Charles Carr

UNOFFICIAL

UNOFFICIAL

UNOFFICIAL



1st Judicial District
Instrument 2015-2226-D-J1
Filed/Recorded 04/15/2015 03:15 PM
Total Fees \$12.00
2 Pages Recorded

PREPARED BY AND RETURN TO JERRY D. RILEY/
RILEY LAW FIRM/PO BOX 550, GULFPORT, MS 39502
228-864-4511/BAR#5359

GRANTOR: James Marlin Carr, Jr
18290 Early Wynn Drive
Saucier, MS 39574
228-236-5833
GRANTEE: Shilo Clark
14320 John Clark Rd
Gulfport MS 39503
C/O 228-236-5833
Charles Carr
12258 Three Rivers Rd
Gulfport MS 39503
C/O 228-236-5833

TITLE NOT EXAMINED

INDEX: NW 1/4 OF SW 1/4 OF 32-6-11

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

UNOFFICIAL

QUITCLAIM 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 JAMES MARLIN CARR, JR. does hereby sell, convey and quitclaim unto SHILO CLARK AND CHARLES CARR, as tenants in common, subject to the reservation of a life estate as set forth below, the following described land and property located and being situated in the County of Harrison, First Judicial District, State of Mississippi and being more particularly described as follows, to-wit:

The South 475 feet of the East 229 feet of the West 369 feet of the NW 1/4 of the SW 1/4, LESS the East 22 feet, to R. L. Stewart, 2 acres, more or less, in Section 32, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi.

THIS CONVEYANCE is specifically subject to and the Grantor hereby reserves unto himself a Life Estate in the hereinabove

UNOFFICIAL

UNOFFICIAL

2

described land and property. .

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 prorated as of this date and assumed by the Grantees herein.

EXECUTED, this the 13 day of April, 2015.

James Marlin Carr, Jr.
James Marlin Carr, Jr.

STATE OF MISSISSIPPI

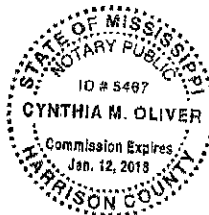
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 13 day of April, 2015, within my jurisdiction, the within named James Marlin Carr, Jr., who acknowledged that he executed and delivered the above and foregoing instrument.

UNOFFICIAL
Cynthia M. Oliver

Notary Public

My Commission Expires:



UNOFFICIAL

SURVEY OF:

TAX PARCELS 07070-01-004.000 & 07070-01-005.000

INSTRUMENT # 2015-0002226-D-J1

THE SOUTH 475 FEET OF THE EAST 229 FEET OF THE WEST 369 FEET OF THE NW 1/4 OF THE SW 1/4, SECTION 32, TOWNSHIP 6 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI, LESS AND EXCEPT THE EAST 22 FEET.

SURVEYOR'S NOTE: THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 LIES WITHIN THE RIGHT-OF-WAY OF JOHN CLARK ROAD.

CERTIFICATION

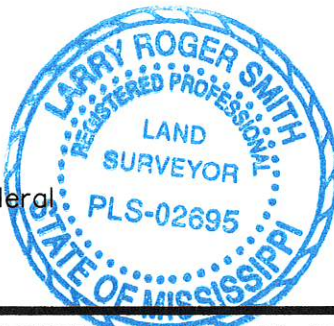
This is to CERTIFY that I have surveyed the property hereon described and delineated, and that the measurements and other data indicated are correct to the best of my knowledge and belief.

Larry R. Smith

Larry R. Smith P.L.S. # 02695

Dated: 09/03/2021

This property is located in Zone(s) "X", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0255H, revised 12/21/2017



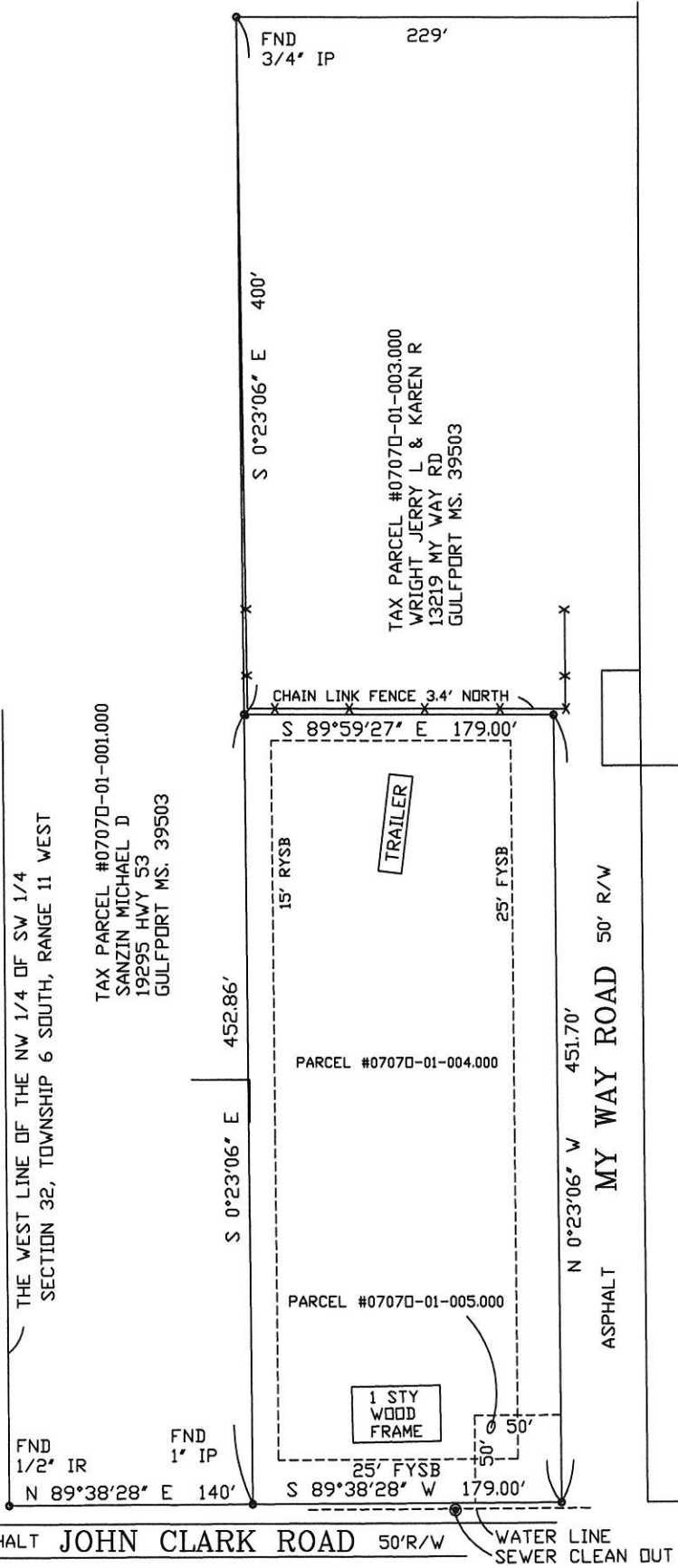
REFERENCES:

DEED BOOK 1509 PAGE 590
INST. 2016-1124-D-J1
INST. 2015-2226-D-J1
DEED BOOK 1178 PAGE 0293
HARRISON CO. TAX MAP

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

Base Bearing by: GPS (RTK)

SCALE: 1"=100'
CLASS "B" SURVEY



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

RESUBDIVISION OF PARCELS #07070-01-004.000
AND PARCEL # 07070-01-005.000
DIVIDED INTO TWO PARCELS "A" & "B"
SECTION 32 TOWNSHIP 6 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS.

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.

SURVEY OF:

TAX PARCELS 07070-01-004.000 & 07070-01-005.000

INSTRUMENT # 2015-0002226-D-J1

THE SOUTH 475 FEET OF THE EAST 229 FEET OF THE WEST 369 FEET OF THE NW 1/4 OF THE SW 1/4, SECTION 32, TOWNSHIP 6 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI, LESS AND EXCEPT THE EAST 22 FEET.

SURVEYOR'S NOTE: THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 LIES WITHIN THE RIGHT-OF-WAY OF JOHN CLARK ROAD.

PARCEL A

A Parcel of land being situated and located in the Northwest Quarter of the Southwest Quarter (NW 1/4 OF SW 1/4), of Section 32, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, being more particularly described as follows: Beginning at a 1" iron pipe found on the North margin of John Clark Road which is 140 feet east of the west line of the Northwest Quarter of the Southwest Quarter (NW 1/4 OF SW 1/4), of Section 32, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi; thence N0°23'06"W a distance of 226.43 feet; thence N89°49'30"E a distance of 179.0 feet to a point on the West margin of My Way Road; thence S0°23'06"E, along the said West margin of My Way Road, a distance of 225.85 feet to a point on the North margin of John Clark Road; thence S89°38'28"W, along the said North margin of John Clark Road a distance of 179.0 feet to the Point of Beginning. said Parcel contains 40,478 square feet, more or less.

PARCEL B

A Parcel of land being situated and located in the Northwest Quarter of the Southwest Quarter (NW 1/4 OF SW 1/4), of Section 32, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, being more particularly described as follows: Commencing at a 1" iron pipe found on the North margin of John Clark Road which is 140 feet east of the west line of the Northwest Quarter of the Southwest Quarter (NW 1/4 OF SW 1/4), of Section 32, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi; thence N0°23'06"W a distance of 226.43 feet to the POINT OF BEGINNING; thence N0°23'06"W a distance of 226.43 feet thence S89°59'27"E a distance of 179.0 feet to a point on the West margin of My Way Road; thence S0°23'06"E, along the said West margin of My Way Road, a distance of 225.85 feet; thence S89°49'30"W a distance of 179.0 feet to the Point of Beginning. said Parcel contains 40,478 square feet, more or less.

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.

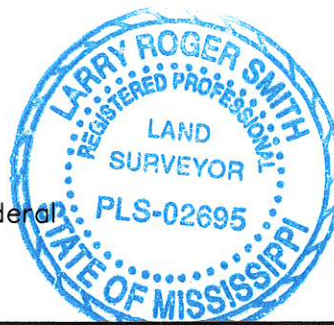
Larry R. Smith

Larry R. Smith

P.L.S. # 02695

Dated: 09/03/2021

This property is located in Zone(s) "X", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0255H, revised 12/21/2017



REFERENCES:

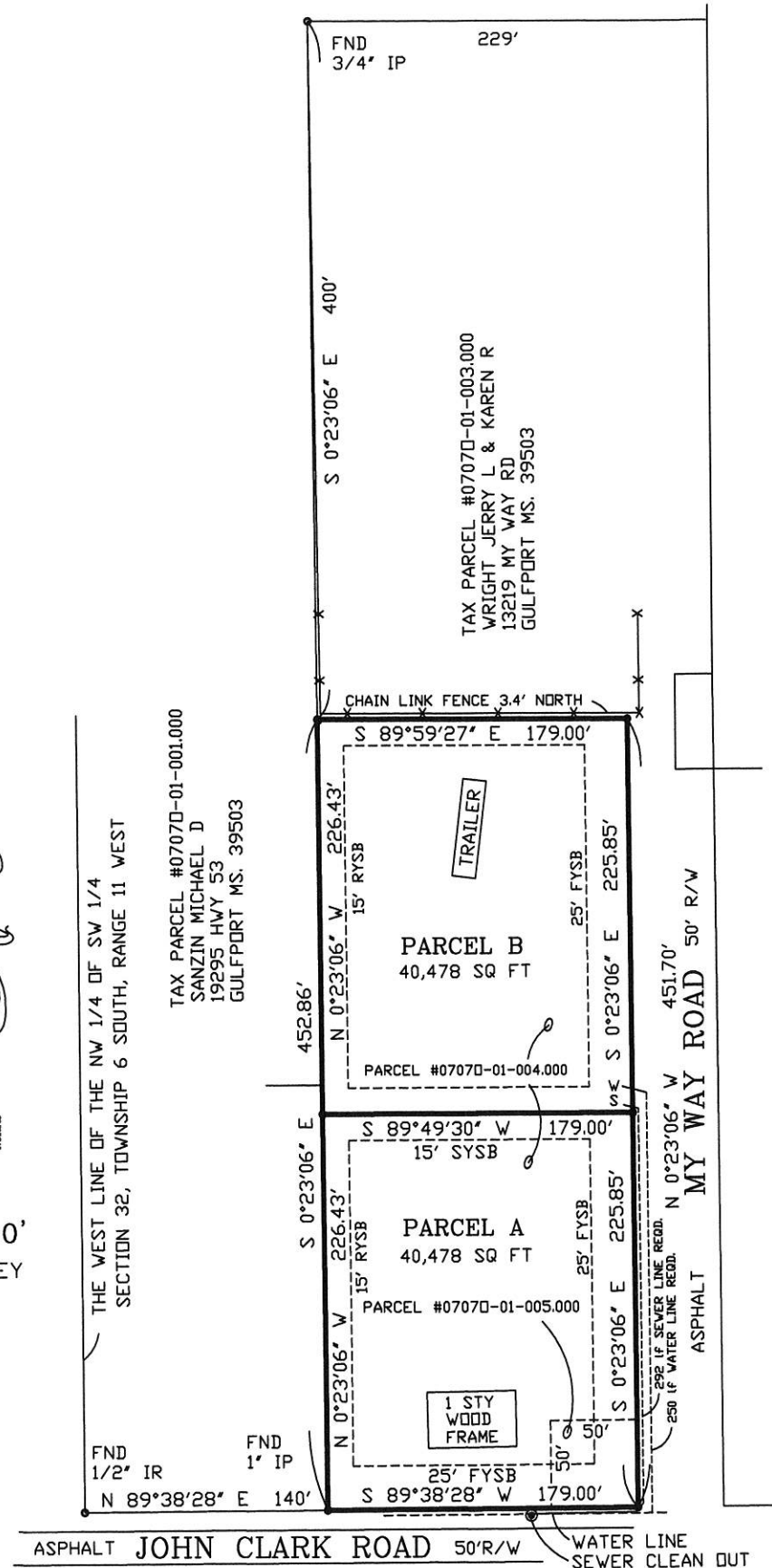
DEED BOOK 1509 PAGE 590
INST. 2016-1124-D-J1
INST. 2015-2226-D-J1
DEED BOOK 1178 PAGE 0293
HARRISON CO. TAX MAP

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

ZONE: R-1-15
FYSB = 25'
SYSB = 15'
RYSB = 15'
MIN LOT SIZE 15,000 SQ FT

SCALE: 1"=100'
CLASS "B" SURVEY

Base Bearing by: GPS (RTK)



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

RESUBDIVISION OF PARCELS #07070-01-004.000
AND PARCEL # 07070-01-005.000
DIVIDED INTO TWO PARCELS "A" & "B"
SECTION 32 TOWNSHIP 6 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS.

SHEET 2 OF 3

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.

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 2 Parcels of land, into (2) Parcels A & B. The Subject Property is generally described as being located in the Northwest Quarter of the Southwest Quarter (NW 1/4 OF SW 1/4), of Section 32, Township 6 South, Range 11 West; Harrison County, Mississippi. Address: 13185 MY WAY RD. GULFPORT, MS 39503 (West of My Way Road/ North of John Clark Road), On file and recorded in Instrument # 2015-2226-D-J1, in the office of the Chancery Clerk. The ad velorem tax numbers of the subject property is 07070-01-004.000 & 07070-01-005.000, The Case File Number is _____

DESCRIPTION - INSTRUMENT # 2015-0002226-D-J1
THE SOUTH 475 FEET OF THE EAST 229 FEET OF THE WEST 369 FEET OF THE NW 1/4 OF THE SW 1/4, SECTION 32, TOWNSHIP 6 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI, LESS AND EXCEPT THE EAST 22 FEET.

DIVIDED INTO PARCELS "A" AND "B" (SEE SHEET 2 FOR LEGAL DESCRIPTION)

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:
NWCARR INVESTMENTS LLC OWNER: NW CARR

This the 3rd day of September, 2021

ACKNOWLEDGEMENT
Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, Personally appeared the
aforenamed N W Carr who acknowledged that He/She accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.



Shawn Ingram
NOTARY PUBLIC
My Commission Expires: July 26, 2025

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

GREGORY HOLMES
Planning Division Administrator

CERTIFICATE OF APPROVAL BY THE COUNCIL
Submitted to and approved by the City of Gulfport, City Council,
at the regular meeting of said
Council held on the _____ day of _____, 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

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

RESUBDIVISION OF PARCELS #07070-01-004.000
AND PARCEL # 07070-01-005.000
DIVIDED INTO TWO PARCELS "A" & "B"
SECTION 32 TOWNSHIP 6 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MY WAY LANE – 2 LOT SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the ____ day of _____, 2021, A.D., by NWCARR Investments, LLC, (hereinafter call “Declarant”);

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in City of Gulfport, Mississippi, more particularly described on Exhibit “A” attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the “Property”); and

NOW, THEREFORE, Declarant; herby declares that all the properties described above shall be held, sold and conveyed subject to the platted subdivision and the following restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having and right, title or interest in the described properties or any par thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. RESIDENTIAL: All lots in MY WAY LANE – 2 LOT SUBDIVISION as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as one and two story residential lots.

2. MINIMUM SQUARE FOOTAGE: No residence, built, placed or maintained on any lot, shall contain less than one thousand eight hundred (1,600) square feet of living heated floor space, exclusive of perches, terraces, garages, patios and courts, unless otherwise approved by Architectural Review Committee.

3. LOT SIZE: No residence shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of said subdivision.

4. SETBACKS: For any and all residences constructed, erected, placed and maintained on each and every lot located in the subdivision the Architectural Review Committee shall establish the location, position and placing of the residence on the lot. All construction shall be in compliance with the City zoning requirement.

5. REQUIREMENTS FOR DWELLING: In addition to all approvals required pursuant to Paragraph 9 herein, no residence shall be constructed, built or placed on any lot in the subdivision unless the Architectural Review Committee has approved the exterior appearances and color of the residence, including, but not limited to, style and color of roofing shingle, roof pitch, color of all exterior walls and brick, surfaces and material of all exterior walls, the material composition and the location of all driveways and sidewalks; trim and exterior wall surface paint colors, stucco colors, composition of exposed exterior steps; location and appearance of drainage culverts and retaining walls, all landscaping, exterior lighting, location and material for all mailboxes and mailbox posts; and location and material types for all fences. The Architectural Review Committee established herein shall establish and publish

approved building materials, colors and specifications for all exterior materials and colors. All garages shall be rear facing.

6. **CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION:** Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called MY WAY LANE – 2 LOT SUBDIVISION Homeowners Association as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the MY WAY LANE – 2 LOT SUBDIVISION Homeowners Association (hereinafter “Association”). Said Association shall be governed by three (3) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine o as set for in the By Laws of the Association.

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression “owner of record of the fee title to a Lot” shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A: Class A members shall be all members with exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to four (4) votes for each Lot owned except as restricted under Section 3 hereof. When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Voting Rights: Each member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the members shall be by class of membership, and shall be as flows, to-wit:

(a) Class A Members: Each person, other than person herein defined as “Declarant”, who is or who hereafter becomes the Owner of a Lot shall be a Class A member of the Association. Class A members shall be entitled to one vote for each Lot owned.

(b) Class B Members: Each of the persons herein defined as “Declarant”, and the nominee or nominees, in any, of each such person, shall be Class B members of the Association. Class B members shall be entitled to four (4) votes for each Lot owned.

Section 4. Memberships Appurtenant to Real Propriety: In every case, the membership of both Class A and Class B members shall be an 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.

7. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

(a) Creation of the Lien and Personal Obligation of Assessments: The Declarant or developer of each lot owned within the property, hereby covenants, and each owner of each lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected for and as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner for such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all lots and may be elected monthly. Class B Members shall be exempted from assessments on lots Declarant owns until eighty (80%) of lots are sold, thereafter, Declarant shall be responsible for payment of assessments according to the terms of this paragraph.

(b) Payments and purpose of Assessments: Each person, group of persons, corporation partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of the lot, where or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12th) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

(i) The cost of all operating expenses of the common areas and including charges by the Association for services furnished by it;

(ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;

(iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;

(iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Montague Place without limitation.

(v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in

advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver or the use or enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate of eight percent (8%) per annum.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property provided, however, that the Association shall not be required to pursue either remedy and that all decisions are within the sole discretion of the Association. No owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of his lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of the Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent in any prominent location within the community.

(d) Assessment Certificates: The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any third party legitimately interested in the same) as certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge shall not exceed Twenty Dollars (\$20.00) and may be levied in advance by the Association for each certificate delivered.

(e) Subordination of the Lien to Mortgages: The lien of the assessments provided for erring shall be subordinated to the lien of any recorded first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or trade of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. ARCHITECHURAL COMMITTEE: There shall be an Architectural Review Committee composed of the Declarant and/or the heirs, successors, assigns or other entities appointed by the Declarant.

9. INSURANCE:

(a) Each owner shall keep his residence insured at all times for its full replacement value against loss due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each owner shall promptly repair or rebuild his lot from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage. Each owner's fire insurance policy shall contain a waiver of subrogation clause; and each owner shall furnish the Association with a copy of his policy. Each owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney, in his name, place and stead for the purpose of accomplishing a repair or reconstruction or the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a post of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

10. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each property shall provide a screened area to serve as a service yard in which garbage receptacle, fuel tanks, or other similar storage receptacle, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.

11. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee

12. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

13. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission of the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Committee to restrict color and content.

14. OTHER BUILDINGS AND VEHICLES: No tent, trailer, barn or any similar outbuilding or structure shall be placed on any lot or on any other areas at any time, either temporarily or permanently, without prior approval from the Architectural Review Committee. No mobile home, tractor, boats, trailer or RV vehicle shall be placed on any lot or on subdivision streets, either temporarily or permanently. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner.

15. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots. All construction taking place upon subject property shall be completed within seven (7) months from starting date.

16. ENFORCEMENT: If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contain, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or equity for the purposes of enjoining any such violation or attempted violation and/or damages therefore, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any said Condition, Restriction or Covenants.

17. SEVERABILITY: If one or more of the Covenants or Restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other Conditions, Restriction and Covenants herein contained.

18. TERM: The Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all properties owned and/or claiming out of them by purchase,

inheritance or otherwise, for a period of thirty (30) years from the date which they are executed, and upon expiration of said thirty (30) year period, the Covenants shall automatically be extended for additional terms of ten (10) years each.

19. AMENDMENTS, VOTING RIGHTS AND TERMINATION: These Building restrictions and Protective Covenants may be amended from time to time by a written document signed, acknowledged and recorded, which reflects the affirmative vote in favor of the amendment by eighty percent (80%) of the lot owners, and in each case, such amendments shall be evidenced by a document in writing, bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

WITNESS THE SIGNATURES of the Declarant on this the ____ day of _____, A.D., 2021.

By: _____
NWCARR Investments, LLC

“Exhibit A”

Legal Description:

(refer to recording plat for legal description)

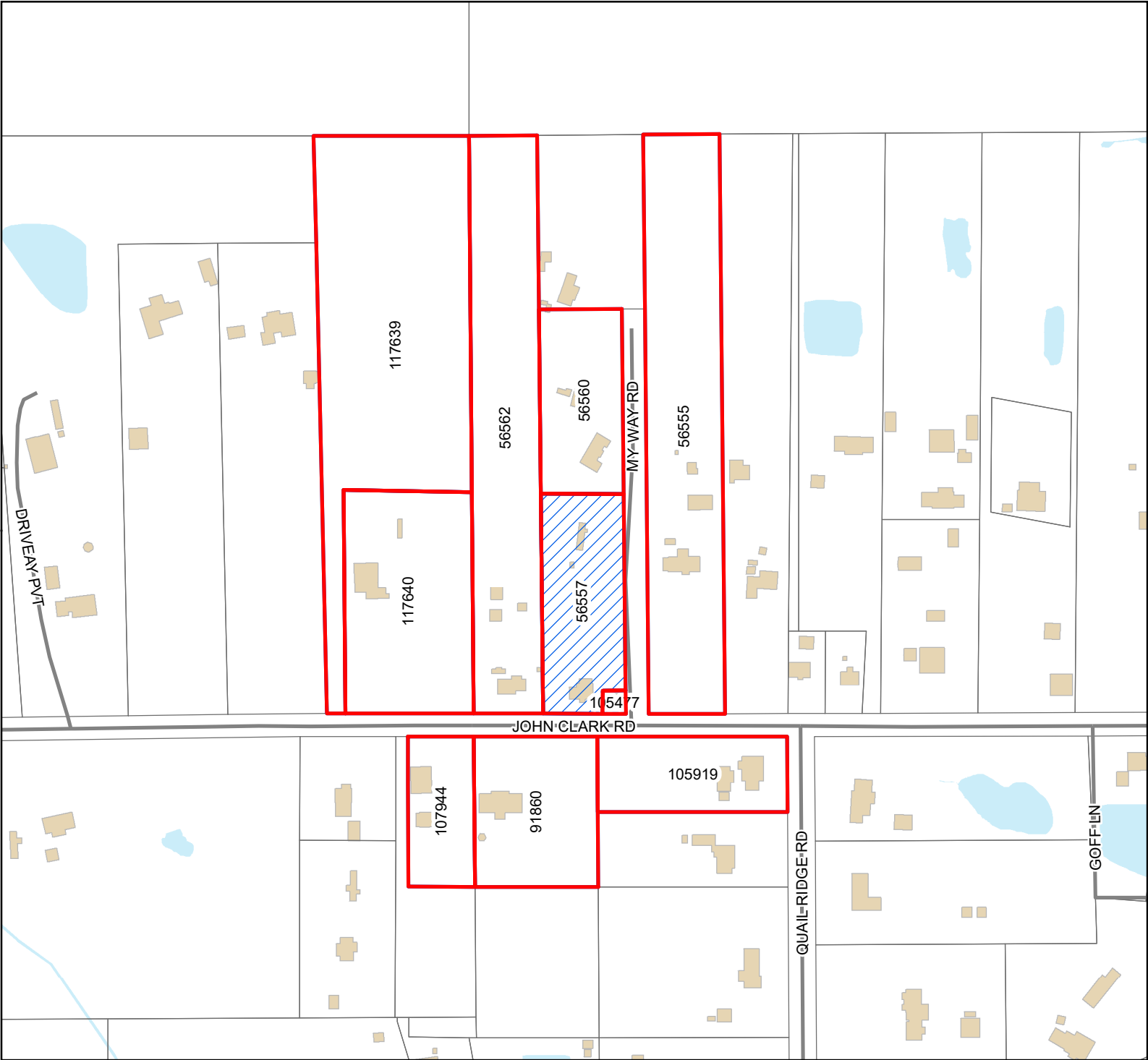
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of 2021, A.D., within my jurisdiction, the within named NWCARR Investments, LLC, executed that above and forgoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2021.

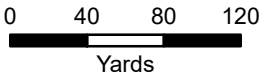
NOTARY PUBLIC _____

MY COMMISION EXPIRES: _____



Legend

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



1 inch = 300 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			CHARLES CARR (OWNER)	13558 LAMEY BRIDGE RD	DIBERVILLE	MS	39540
			HEINRICH & ASSOCIATES LLC (AGENT)	1806 23RD AVE STE B	GULFPORT	MS	39501
			Adjacent Property Owners				
	56555	0707O-01-006.000	BROWN FELICIA T	13214 MY WAY RD	GULFPORT	MS	39503
	56557	0707O-01-004.000	CARR CHARLES	11059 LAMEY BRIDGE RD APT 106	D'IBERVILLE	MS	39540
N	105477	0707O-01-005.000	CARR CHARLES	11059 LAMEY BRIDGE RD APT 106	D'IBERVILLE	MS	39540
	117640	0707N-01-011.000	COVENANT OF PEACE CHURCH INC	13600 JOHN CLARK RD	GULFPORT	MS	39503
N	117639	0707N-01-010.000	COVENANT OF PEACE CHURCH INC	13600 JOHN CLARK RD	GULFPORT	MS	39503
	107944	0707N-02-029.000	LENAZ VINCENT C & MITCHELL LOUISE B	13577 JOHN CLARK RD	GULFPORT	MS	39503
N	91860	0707O-01-036.000	LENAZ VINCENT C & MITCHELL LOUISE B	13577 JOHN CLARK RD	GULFPORT	MS	39503
	56562	0707O-01-001.000	SANZIN MICHAEL D	19295 HWY 53	GULFPORT	MS	39503
	105919	0707O-01-035.000	TINDEL BUSTER F & NELDA F	13121 QUAIL RODGE ROAD	GULFPORT	MS	39503
	56560	0707O-01-003.000	WRIGHT JERRY L & KAREN R -L/E-	13219 MY WAY RD	GULFPORT	MS	39503

RE: Resubdivision 2110PC166, by agent Heinrich & Associates, tax parcel 0707O-01-004.000, Divide into 2 new parcels, 13558 John Clark Rd, Zoned R-1-15 (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, October 28, 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, October 28, 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.

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:**

IPL0044264

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

56.28

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**

October 6, 2021 4:11:37 PM EDT

Amount:

56.28

SCHEDULE FOR AD NUMBER IPL00442640

October 13, 2021

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00442640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM, Thursday, October 28, 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 2108PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.000, Request zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

Zoning Map Amendment 2109PC144, by agent Greg Smith, tax parcel 1011D-01-028.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), 157 Oleander Dr, Ward 2

Resubdivision 2110PC157, by agent Jacques P. Pucheu, tax parcels 1009K-03-001.000, 1009L-02-001.000, Divide into 6 new parcels, Dolphin Lane and Greel Cr, Zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family), Ward 5

Planning Commission Approval 2110ZB160, by owner Caleb Fredericks, tax parcel 0810E-02-104.000, Request for duplex use, Monroe St, Zoned R-1-5 (Single-family), Ward 3

Resubdivision 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thomson Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Resubdivision 2110PC164, by agent William Tully Rhodes, tax parcel 0807J-01-007.000, Divide into seven new parcels, Duckworth Road, Zoned R-1-15 (Single-family), Ward 3

General Plan 2110PC165, by Brown, Mitchell & Alexander, Inc., tax parcels 0908C-01-001.000 and 0908E-01-001.001, Approval of General plan for 43-lot subdivision (Florence Gardens Phase X), Music St, Zoned R-1-7.5 (Single-family), Ward 6

Resubdivision 2110PC166, by agent Heinrich & Associates, tax parcel 0707Q-01-004.000, Divide into 2 new parcels, 13558 John Clark Rd, Zoned R-1-15 (Single-family), Ward 7

Final Plat 2110PC167, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-022.000, Approval of Final Plat for 19-lot subdivision (Gulfview Villas), E Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Final Plat 2110PC168, by agent Heinrich and Associates, LLC, tax parcel 0808K-03-133.000, Approval for Zero Lot Line Final Plat for a 62-lot subdivision (Camden Court), Dye Rd, Zoned R-2 (Single-family), Ward 7

Final Plat 2110PC169, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-051.000, Approval of Final Plat for a 10-lot townhome development (Courtyards At The Courthouse Plan), Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

This the 10th day of September 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates:

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

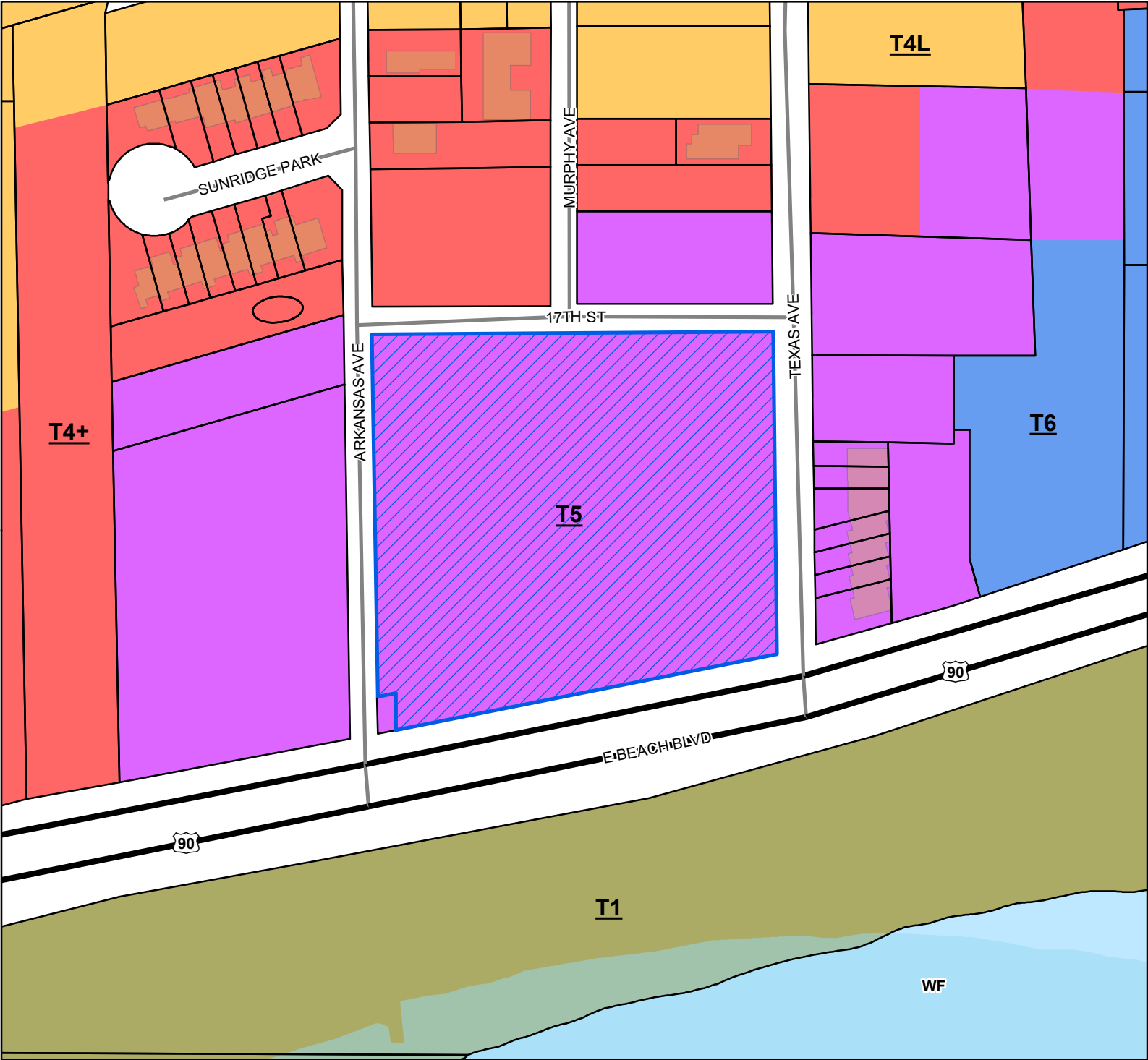
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

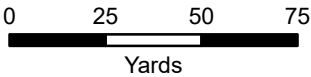
Re: Final Plat 2110PC167:
Removed by Administration

Final Plat 2110PC167, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-022.000, Approval of Final Plat for 19-lot subdivision (Gulfview Villas), E Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2.



- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features
- City Limit
- Smart Code**
 - T6
 - T5
 - T4+
 - T4L
 - T1
- Zoning**
 - WF - Water Front

Site Information
0911B-02-022.000
Zoning: T5 (Urban Center Zone)
Size: 3.8 acres
Flood: VE



1 inch = 150 feet



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



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #	0	9	1	1	B	-	0	2	-	0	2	2	●	0	0	0
						-			-				●			
						-			-				●			

(If necessary, use separate sheet of paper)

Address of Property Involved: N/A

Lot(s) 1-6, Block(s) 1, Subdivision Gulf View Addition

General Location: U.S. Highway 90, between Arkansas Ave. and Texas Ave., Gulfport, MS.

GENERAL DESCRIPTION OF REQUEST:

Request is to resubdivide the 4.00+/- acre property into 19 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

Gulfview Homes, LLC

Printed Name of Owner

P.O. Box 6496

Mailing Address

Gulfport MS 39506

City State Zip code

228-297-3279

Home Phone Work/Cell Phone

wallaceladner1@yahoo.com

Email

Wallace Ladner
Signature of Owner

AGENT

Heinrich & Associates, LLC (Bobby Heinrich)

Printed Name of Agent

1806 23rd Ave.

Mailing Address

Gulfport MS 39501

City State Zip code

228-896-6768

Home Phone Work/Cell Phone

bobby.h@heinrichassociates.net

Email

Bobby Heinrich
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.

GULFVIEW HOMES, 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 **Wallace S. Ladner II** who acknowledged that she is a member of **Gulfview Homes, 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 TH day of September, 2021.



Wallace S. Ladner II, Member



Notary Public



My Commission Expires:

July 26, 2025

GULFVIEW HOMES, LLC

P.O. Box 6496
Gulfport, MS 39506

September 5, 2021

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

RE: **Agent Letter for Gulfview Homes, LLC**
Tax Parcel No.: 0911B-02-022.000
U.S. Hwy. 90, Between Arkansas Ave. and Texas Ave., Gulfport, Mississippi

To Whom It May Concern:

Please allow this letter to serve as official notice that *Heinrich & Associates, LLC*, is authorized to act as agent on behalf of **Gulfview Homes, LLC** in any Planning Commission or City Council matters.

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

Sincerely,



Wallace S. Ladner II



Notary



My Commission Expires:

July 26, 2025

GULFVIEW HOMES, LLC

**P.O. Box 6496
Gulfport, MS 39506**

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Gulfview Homes, LLC who, after being by me first duly sworn, stated the following:

1. That there are no restrictive covenants prohibiting the resubdivision of the property located on Parcel No. 0911B-02-022.000.

Respectfully submitted:

By: [Signature]
Gulfview Homes, LLC

SWORN AND SUBSCRIBED before me, this the 7TH day of SEPT. 2021.

[Signature]
Notary Public

My Commission Expires:

July 26, 2025





SCANNED



John 1st Judicial District
Instrument 2021 8637 D -J1
Filed/Recorded 6/21/2021 01:16 P
Total Fees \$ 26.00
4 Pages Recorded

INDEX: Lots 1 through 6, inclusive, Block 1, Gulf View Addition, Gulfport, First Judicial District, Harrison County, Mississippi, less and except part of Lot 6, Block 1, Gulf View Addition

Prepared by and return to: Byron J. Stockstill Bar #7930 Joseph C. Stewart Bar #99242
Williams, Smith and Stockstill, PLLC, P. O. Box 1076, 105 North Main Street, Picayune, MS
39466, Phone: 601-798-2382

**Grantor: First National Corporation of Picayune, a Mississippi Corporation, P. O. Box 848,
121 East Canal Street, Picayune, MS 39466, Phone (601) 749-3200**

**Grantee: Gulfview Homes, LLC, a Mississippi Limited Liability Company, P O Box 6496,
Gulfport, MS 39506 Phone: 228-297-3279**

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

GRANTEE DID NOT REQUEST A
TITLE EXAMINATION BY WILLIAMS,
SMITH & STOCKSTILL, PLLC

SPECIAL 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 of which is hereby acknowledged and confessed, **FIRST NATIONAL CORPORATION OF PICAYUNE, a Mississippi Corporation**, does hereby grant, bargain, sell, convey and specially warrant unto **GULFVIEW HOMES, LLC, a Mississippi Limited Liability Company**, the following described property lying and being situate in First Judicial District, Harrison County, Mississippi, to-wit:

That certain parcel of land situated in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

Lots 1 through 6, inclusive, Block 1, Gulf View Addition, Gulfport, First Judicial District, Harrison County, Mississippi.

Being the identical property conveyed to S. J. Bertucci by Warranty Deed dated May 30, 1938, recorded in Book 225 at page 328 of the Land Deed Records in the First Judicial District of Harrison County, Mississippi.

LESS AND EXCEPT the following described property described in the Agreed Final Judgment between the City of Gulfport, Mississippi, and LJT, L.L.C., Fullhouse Venture, L.P., Caroline B. Duncan; Michael W. Drennan and Frank E. Drennan, dated September 23, 2003, recorded in Book 1645 at Pages 44-49 of the Land Deed Records in the First Judicial District of Harrison County, Mississippi, more particularly described as follows:

A part of Lot Six (6), of Block One (1), GULFVIEW ADDITION to the City of Gulfport, as per the official map or plat on file and of record in Copy Plat Book 2 at page 90 in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows: Commencing at the Northeast corner of Lot One (1), Block One (1) of said Gulfview Addition and thence run South 00 degrees 36 minutes 49 seconds East along the east line of said Lot 1 a distance of 356.72 feet to a point twenty-five (25) feet North of the west bound lane of U. S. Highway 90; thence run South 77 degrees 32 minutes 43 seconds West and parallel to the west bound lane of U. S. Highway 90 a distance of 188.21 feet to a point; thence continue parallel to the west bound lane on U. S. Highway 90, South 79 degrees 26 minutes 19 seconds West a distance of 236.65 feet to the POINT OF BEGINNING; thence from said point of beginning, continue South 79 degrees 26 minutes 19 seconds West a distance of 20.00 feet to a point situated on the East margin of Arkansas Avenue; thence run North 00 degrees 36 minutes 49 seconds West along said East margin a distance of 40.00 feet to a point; thence run North 79 degrees 26 minutes 19 seconds East a distance of 20.00 feet to a point; thence run South 00 degrees 36 minutes 49 seconds East a distance of 40.00 feet to the point of beginning.

This conveyance is made subject to any and all mineral reservations or conveyances appearing of record.

This conveyance is made subject to any and all rights-of-way and/or easements for public roads and/or public utilities located on, over and across the above described land as shown by the Land Deed Records on file in the office of the Chancery Clerk of First Judicial District, Harrison County, Mississippi.

WITNESS our signatures on this, the 18th day of June, 2021.

**FIRST NATIONAL CORPORATION OF
PICAYUNE, a Mississippi Corporation**

By: 
**KEITH W. ROBINSON
DIRECTOR**

**ACCEPTED:
GULFVIEW HOMES, LLC, a
Mississippi Limited Liability Company**

BY: 
ITS  member

GRANTEE DID NOT REQUEST A
TITLE EXAMINATION BY WILLIAMS,
SMITH & STOCKSTILL, PLLC

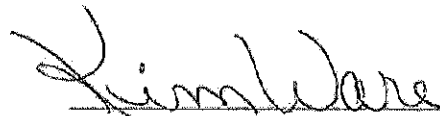
STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, **KEITH W. ROBINSON**, who acknowledged that he is **DIRECTOR OF FIRST NATIONAL CORPORATION OF PICAYUNE, a Mississippi Corporation**, and that for and on behalf of the said Corporation, and as its act and deed, he signed, executed, and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after first having been duly authorized by said Corporation so to do.

GIVEN under my hand and seal of office on this, the 18th day of June, 2021.




**NOTARY PUBLIC
My Commission Expires:
(NOTARY SEAL)**

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Wallace Shelton Palmer who acknowledged that he is Member of **GULFVIEW HOMES, LLC, a Mississippi Limited Liability Company**, and that he signed, executed, and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been duly authorized by said Company to do so.

GIVEN under my hand and seal of office on this, the 18th day of June, 2021.

Kim Ware

NOTARY PUBLIC

My Commission Expires:

(NOTARY SEAL)



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GULFVIEW VILLAS SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the ____ day of _____, 2021, A.D., by Gulfview Villas Subdivision LLC, (hereinafter call "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in City of Gulfport, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the "Property"); and

NOW, THEREFORE, Declarant; herby declares that all the properties described above shall be held, sold and conveyed subject to the platted subdivision and the following restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having and right, title or interest in the described properties or any par thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. RESIDENTIAL: All lots in Gulfview Villas Subdivision LLC as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as one and two story residential lots.

2. MINIMUM SQUARE FOOTAGE: No residence, built, placed or maintained on any lot, shall contain less than one thousand six hundred (1,600) square feet of living heated floor space, exclusive of perches, terraces, garages, patios and courts, unless otherwise approved by Architectural Review Committee.

3. LOT SIZE: No residence shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of said subdivision.

4. SETBACKS: For any and all residences constructed, erected, placed and maintained on each and every lot located in the subdivision the Architectural Review Committee shall establish the location, position and placing of the residence on the lot. All construction shall be in compliance with the City zoning requirement.

5. REQUIREMENTS FOR DWELLING: In addition to all approvals required pursuant to Paragraph 9 herein, no residence shall be constructed, built or placed on any lot in the subdivision unless the Architectural Review Committee has approved the exterior appearances and color of the residence, including, but not limited to, style and color of roofing shingle, roof pitch, color of all exterior walls and brick, surfaces and material of all exterior walls, the material composition and the location of all driveways and sidewalks; trim and exterior wall surface paint colors, stucco colors, composition of exposed exterior steps; location and appearance of drainage culverts and retaining walls, all landscaping, exterior lighting, location and material for all mailboxes and mailbox posts; and location and material types for all fences. The Architectural Review Committee established herein shall establish and publish

approved building materials, colors and specifications for all exterior materials and colors. All garages shall be rear facing.

6. **CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION:** Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called Gulfview Villas Subdivision LLC Homeowners Association as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Gulfview Villas Subdivision LLC Home Association (hereinafter "Association"). Said Association shall be governed by three (3) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine or as set for in the By Laws of the Association.

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A: Class A members shall be all members with exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to four (4) votes for each Lot owned except as restricted under Section 3 hereof. When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Voting Rights: Each member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the members shall be by class of membership, and shall be as follows, to-wit:

(a) Class A Members: Each person, other than person herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A member of the Association. Class A members shall be entitled to one vote for each Lot owned.

(b) Class B Members: Each of the persons herein defined as "Declarant", and the nominee or nominees, in any, of each such person, shall be Class B members of the Association. Class B members shall be entitled to four (4) votes for each Lot owned.

Section 4. Memberships Appurtenant to Real Propriety: In every case, the membership of both Class A and Class B members shall be an 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.

7. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

(a) Creation of the Lien and Personal Obligation of Assessments: The Declarant or developer of each lot owned within the property, hereby covenants, an each owner of each lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected for and as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner for such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all lots and may be elected monthly. Class B Members shall be exempted from assessments on lots Declarant owns until eighty (80%) of lots are sold, thereafter, Declarant shall be responsible for payment of assessments according to the terms of this paragraph.

(b) Payments and purpose of Assessments: Each person, group of persons, corporation partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of the lot, where or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12th) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

(i) The cost of all operating expenses of the common areas and including charges by the Association for services furnished by it;

(ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;

(iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;

(iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Montague Place without limitation.

(v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments

applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver or the use or enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate or eight percent (8%) per annum.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property provided, however, that the Association shall not be required to pursue either remedy and that all decisions are within the sole discretion to the Association. No owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of his lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of the Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent in any prominent location within the community.

(d) Assessment Certificates: The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any third party legitimately interested in the same) as certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge shall not exceed Twenty Dollars (\$20.00) and may be levied in advance by the Association for each certificate delivered.

(e) Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinated to the lien of any recorded first mortgage. Sale or transfer of any

lot shall not affect the assessment lien. However, the sale or trade of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. ARCHITECTURAL COMMITTEE: There shall be an Architectural Review Committee composed of the Declarant and/or the heirs, successors, assigns or other entities appointed by the Declarant.

9. INSURANCE:

(a) Each owner shall keep his residence insured at all times for its full replacement value against loss due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each owner shall promptly repair or rebuild his lot from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage. Each owner's fire insurance policy shall contain a waiver of subrogation clause; and each owner shall furnish the Association with a copy of his policy. Each owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney, in his name, place and stead for the purpose of accomplishing a repair or reconstruction or the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a part of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

10. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each property shall provide a screened area to serve as a service yard in which garbage receptacle, fuel tanks, or other similar storage receptacle, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.

11. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee

12. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

13. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission or the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Committee to restrict color and content.

14. OTHER BUILDINGS AND VEHICLES: No tent, trailer, barn or any similar outbuilding or structure shall be placed on any lot or on any other areas at any time, either temporarily or permanently, without prior approval from the Architectural Review Committee. No mobile home, tractor, boats, trailer or RV vehicle shall be placed on any lot or on subdivision streets, either temporarily or permanently. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner.

15. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots. All construction taking place upon subject property shall be completed within seven (7) months from starting date.

16. ENFORCEMENT: If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contain, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or equity for the purposes of enjoining any such violation or attempted violation and/or damages therefore, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any said Condition, Restriction or Covenants.

17. SEVERABILITY: If one or more of the Covenants or Restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other Conditions, Restriction and Covenants herein contained.

18. TERM: The Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all properties owned and/or claiming out of them by purchase, inheritance or otherwise, for a period of thirty (30) years from the date which they are executed,

and upon expiration of said thirty (30) year period, the Covenants shall automatically be extended for additional terms of ten (10) years each.

19. AMENDMENTS, VOTING RIGHTS AND TERMINATION: These Building restrictions and Protective Covenants may be amended from time to time by a written document signed, acknowledged and recorded, which reflects the affirmative vote in favor of the amendment by eighty percent (80%) of the lot owners, and in each case, such amendments shall be evidenced by a document in writing, bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

WITNESS THE SIGNATURES of the Declarant on this the ____ day of _____, A.D., 2021.

By: _____
Gulfview Villas Subdivision LLC

“Exhibit A”

Legal Description:

(refer to recording plat for legal description)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of 2021, A.D., within my jurisdiction, the within named Gulfview Villas Subdivision LLC, executed that above and forgoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2021.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

GULFVIEW VILLAS
REPLAT OF LOTS 1-6, BLOCK 1, GULF VIEW ADDITION
City of Gulfport, First Judicial District Harrison County
Mississippi

OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT GULFVIEW HOMES, LLC, IS THE OWNER OF RECORD OF THE TRACT OF LAND DESCRIBED HEREIN, AND HEREBY DECLARES THIS TO BE THE OFFICIAL PLAT OF GULFVIEW VILLAS AND FURTHER DEDICATES THE STREETS AND EASEMENTS AS SHOWN HEREON TO THE CITY OF GULFPORT FOREVER.

WITNESS MY SIGNATURE ON THIS 7th DAY OF SEPTEMBER 2021.

GULFVIEW HOMES, LLC

Wallace S. Ladner II
BY: WALLACE S. LADNER II OWNER

ACKNOWLEDGMENT

STATE OF MISSISSIPPI, COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 7th day of September, 2021, within my jurisdiction, the within named Wallace S. Ladner II, who acknowledged to me that he is the Owner of Gulfview Homes, LLC, a limited liability company, and that for and on behalf of said corporation as member of said limited liability company, and as the act and deed of said corporation as member of said limited liability company, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7th DAY OF Sept, 2021.

Shawn Ingram

NOTARY PUBLIC

July 26, 2025
MY COMMISSION EXPIRES:



PLANNING COMMISSION APPROVAL

THIS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE 7th DAY OF Sept, 2021.

Keith Williams
KEITH WILLIAMS, CHAIRMAN
GULFPORT CITY PLANNING COMMISSION

Gregory Holmes
GREGORY HOLMES
PLANNING DIVISION ADMINISTRATOR

CITY ENGINEER'S CERTIFICATE OF APPROVAL

ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORD WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE PLANNING COMMISSION IN GIVING TENTATIVE APPROVAL OF THE GENERAL SUBDIVISION PLAN.

THE CITY ENGINEER IS HEREBY GIVEN ON THIS 7th DAY OF Sept, 2021.

Wayne E. Miller, P.E.
WAYNE E. MILLER, P.E.
CITY ENGINEER

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON THE 7th DAY OF SEPTEMBER, 2021, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO. PAGES .

CITY OF GULFPORT

BY: Billy Hewes, MAYOR DATE OF EXECUTION

BY: MUNICIPAL CLERK DATE OF EXECUTION

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT OF GULFVIEW VILLAS SUBDIVISION WITH THE ORIGINAL PLAT HEREOF AND FIND THE SAME TO BE AN EXACT COPY THEREFORE.

WITNESS OUR SIGNATURES ON THIS DAY OF 2021.

DEPUTY CLERK

Gary A. Durbin
GARY A. DURBIN, P.L.S. NO. 2401



RECORDING CERTIFICATE

FILED AND RECORDED IN DUPLICATE ON THIS DAY OF 2021, IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK PAGE

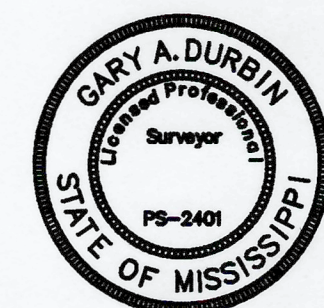
John McAdams, CHANCERY CLERK

SURVEYOR'S CERTIFICATE

I, GARY A. DURBIN, A PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE ON THIS DAY OF 2021.

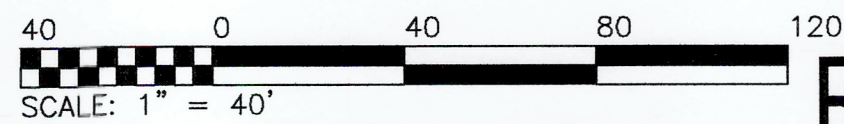
Gary A. Durbin
GARY A. DURBIN, P.L.S. NO. 2401



10817

SHEET 1 OF 2

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



PKS PK NAIL SET
IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED

SETBACKS:

FRONT 25'
REAR 8'
SIDE 8'
SIDE STREET 12.5'

REFERENCE MATERIALS:

- 1.) GULFPORT ONLINE ATLAS
- 2.) HARRISON COUNTY MAPPING INTERFACE
- 3.) PRIOR SURVEY BY ERIC MEHENNETT, PLS
- 4.) RECORDED PLAT OF GULFVIEW ADDITION, PB 2 PG 80
- 5.) DR 2015-0012-D-J1

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY,
THIS PROPERTY IS LOCATED IN
THE F.I.R.M. ZONES AS SHOWN
ON THIS PLAT ACCORDING TO
MAP NUMBER 28047C-0268-G,
DATED JUNE 16, 2009.

N: 319306.83
E: 916608.40

N: 319310.50
E: 916628.06

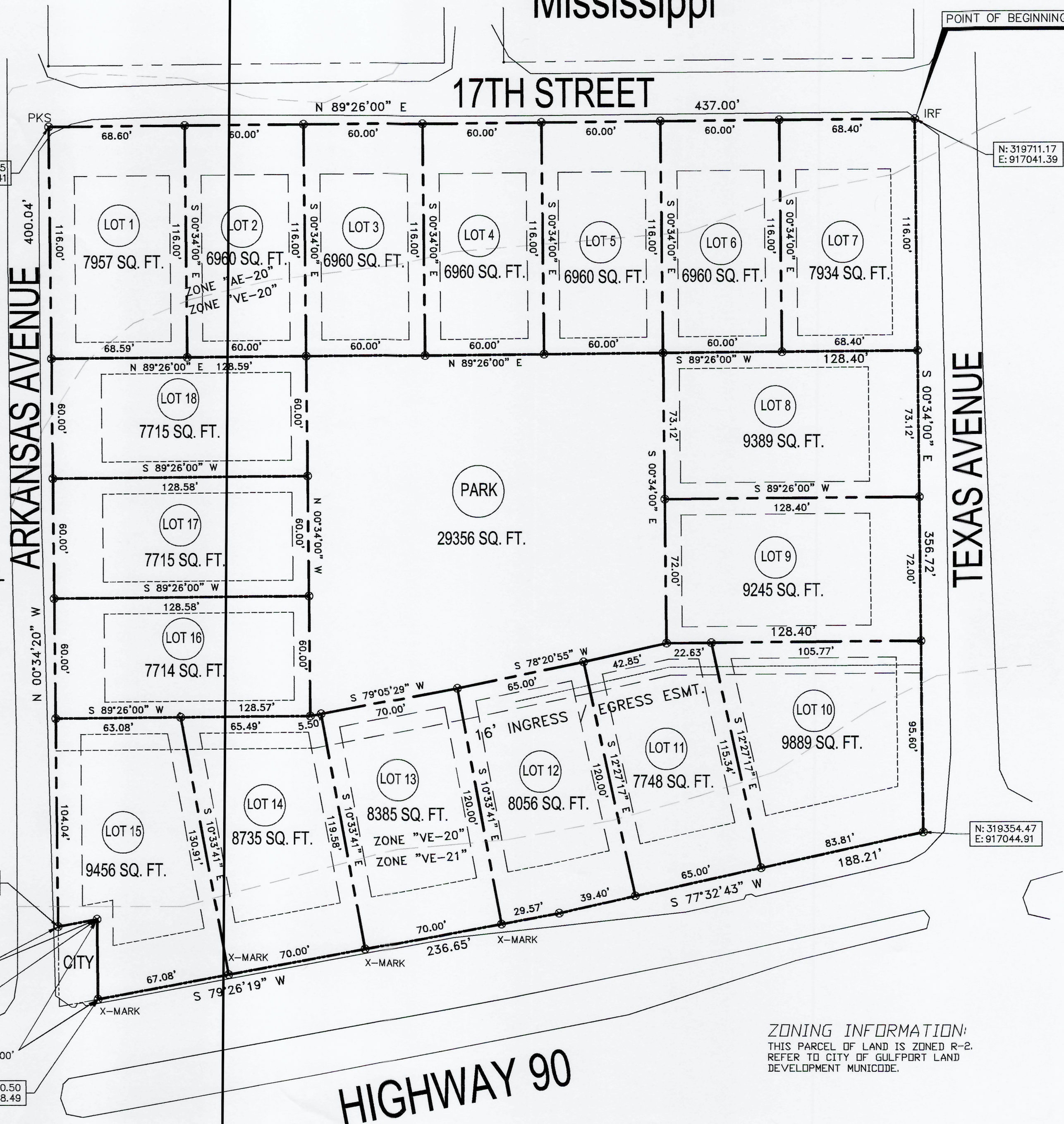
N 00°36'49" W 40.00'

N: 319270.50
E: 916628.49

GULFVIEW VILLAS

REPLAT OF LOTS 1-6, BLOCK 1, GULF VIEW ADDITION

City of Gulfport, First Judicial District Harrison County
Mississippi



ZONING INFORMATION:
THIS PARCEL OF LAND IS ZONED R-2.
REFER TO CITY OF GULFPORT LAND
DEVELOPMENT MUNICODE.

VICINITY MAP:



NOT TO SCALE

OVERALL SURVEY DESCRIPTION:

LEGAL DESCRIPTION
(PER SURVEY)

That certain parcel of land situated in Lots 1 through 6, Block 1, Gulf View Addition, Plat Copy Book 2, Page 80, Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

Beginning at and iron rod at the Northeast corner pf Lot 1, Block 1 of said Gulfview Addition and thence run S 00°34'00" E along the West margin of Texas Avenue and the East line of said Lot 1 a distance of 356.72 feet to an iron rod 25 feet North of the west bound lane of U.S. Highway 90, then run S 77°32'43" W and parallel to the west bound lane of U.S. Highway 90 a distance of 188.21 feet to an iron rod, thence continue parallel to the west bound lane of U.S. Highway 90, S 79°26'19" W a distance of 236.65 feet to an iron rod, thence N 00°36'49" W 40.00 feet to an iron rod, thence S 79°26'19" W 20.00 feet to an iron rod on the East margin of Arkansas Avenue, thence N 00°34'20" W along said East margin a distance of 400.04 feet to PK nail, thence run N 89°26'00" E a distance of 437.00 feet along the South margin of 17th Street to the Point of Beginning. Said parcel contains 174,094 square feet or 4.00 acres.

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

All corners 1/2" iron rods set unless otherwise noted.

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 Texas Avenue, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zones "AE-20", "VE-20", and "VE-21" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0268-G, Revised: 6/16/09.

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A COMBINATION OF TOPCON GR5 GPS RECIEVER AND TOPCON GPT- 9005A ROBOTIC TOTAL STATION.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 3.) 1/2" X 18" IRON RODS WITH RED PLASTIC CAPS STAMPED "GDURBIN 2401" SET AT ALL LOT CORNERS.
- 4.) SURVEY CLASS- "B"
- 5.) TOTAL LOTS - 18
- 6.) DATE OF FIELD SURVEY- JUNE 25, 2021
- 7.) THERE IS A 10 FEET WIDE UTILITY EASEMENT RESERVED ALONG ALL FRONT LOT LINES, UNLESS OTHERWISE SHOWN.

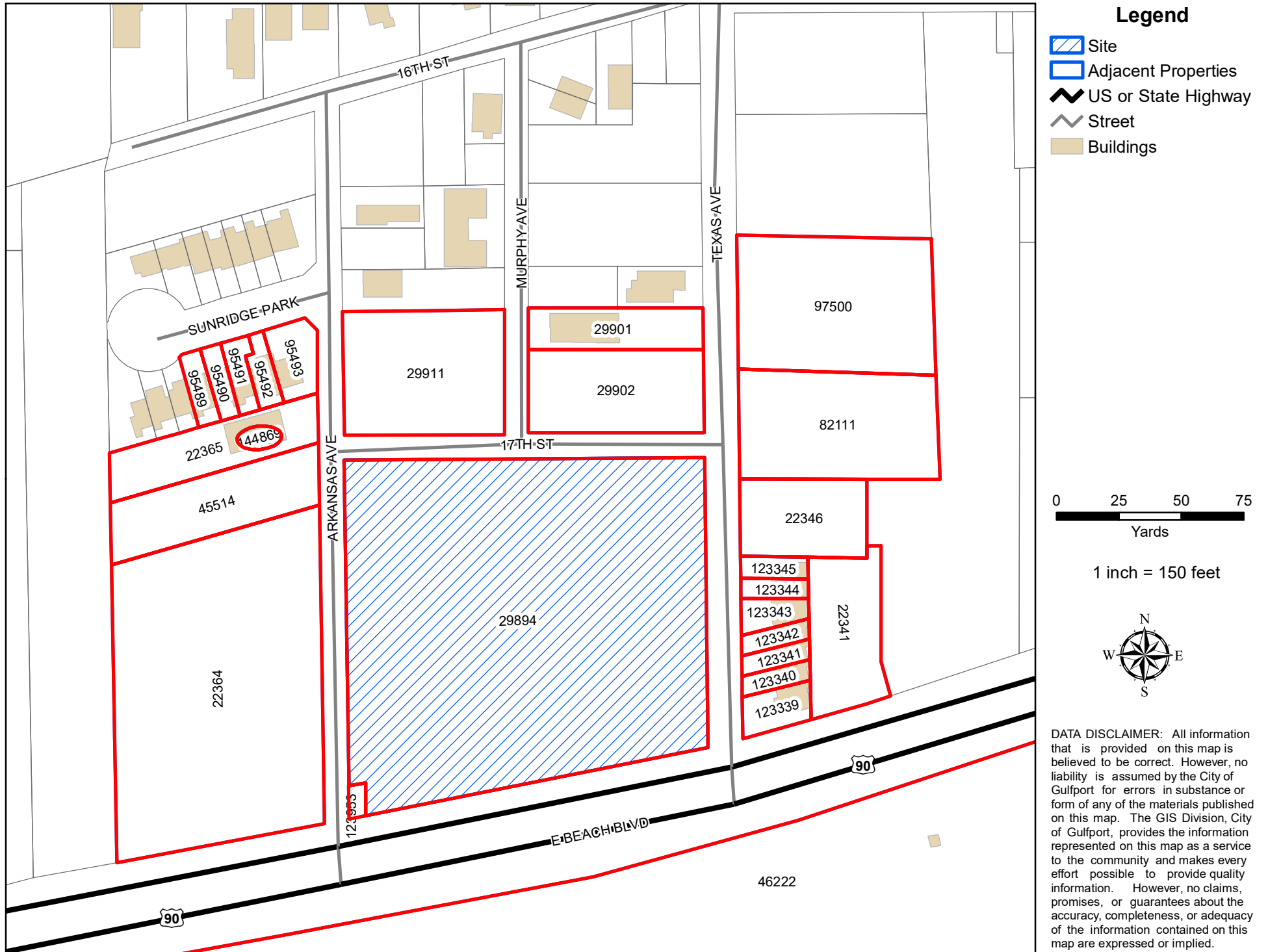
REVISED: 09/09/2021 10817

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

SHEET 2 OF 2

2110PC167

Resubdivision



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			GULFVIEW HOMES, LLC (OWNER)	PO BOX 6496	GULFPORT	MS	39506
			HEINRICH & ASSOCIATES, LLC (AGENT)	1806 23RD AVE	GULFPORT	MS	39501
			Adjacent Property Owners				
	123343	0911B-02-021.005	4C RENTALS LLC	5969 N EAGLE SUMMIT RD	OWASSO	OK	74055
N	123342	0911B-02-021.004	4C RENTALS LLC	5969 N EAGLE SUMMIT RD	OWASSO	OK	74055
	82111	0911B-02-009.001	CHEVALIER BRIAN	2510 PROVENCE PLACE	BILOXI	MS	39531
	95490	0911B-02-048.012	CLARK LARRY W & LAQUETTA JOY	111 SUNRIDGE PK	GULFPORT	MS	39507
	123345	0911B-02-021.007	DUPLANTIS CODY J & LINDA A	80 E BEACH BLVD #7	GULFPORT	MS	39507
	29911	0911B-02-023.000	ELISITY DEVELOPMENT LLC	105 SUNRIDGE PARK	GULFPORT	MS	39507
	29894	0911B-02-022.000	FIRST NATIONAL CORP OF PICAYUNE	P O BOX 848	PICAYUNE	MS	39466
	22346	0911B-02-019.000	FORBES JACK JR	247 S HIGH SCHOOL AVE	COLUMBIA	MS	39429
	123340	0911B-02-021.002	GULF COAST DEVELOPMENT LLC	22 HONEY LOCUST COURT	LAFAYETTE HILL	PA	19444
	123953	0911B-02-022.001	GULFPORT CITY OF	106 DOGWOOD DR	GULFPORT	MS	39507
	46222	0911B-03-001.000	GULFPORT CITY OF -BEACHES-	25 JAY DR RT 7	GULFPORT	MS	39503
	95493	0911B-02-048.015	HILL DAVID CLAYTON & HEATHER	105 SUNRIDGE PK	GULFPORT	MS	39507
	22341	0911B-02-020.000	HRBAC THOMAS D -TRUSTEE-	103 COUNTRY MEADOW	CLINTON	MS	39056
	95491	0911B-02-048.013	JOHNSON JEANNE R	109 SUNRIDGE PK	GULFPORT	MS	39507
	45514	0911B-02-050.000	JONES ALAN M & ANDREA CABELL	2520 GREENVIEW DRIVE	GULFPORT	MS	39507
	29902	0911B-02-031.000	KNOX EDWARD	14765 N SWAN RD	GULFPORT	MS	39503
N	22365	0911B-02-049.000	KNOX EDWARD R	14765 N SWAN AVE	GULFPORT	MS	39503
	29901	0911B-02-032.000	KNOX EDWARD R	208 MURPHY AVE	GULFPORT	MS	39507
	144869	0911B-02-049.001	KNOX EDWARD R	14765 N SWAN AVE	GULFPORT	MS	39503
	123344	0911B-02-021.006	MARTINI JEWELL LLC	875 HOLLY OAK PLACE	MONTEREY PARK	CA	91755
	123341	0911B-02-021.003	MILLER JAMES H	80 EAST BEACH BLVD STE 3	GULFPORT	MS	39507
	123339	0911B-02-021.001	MILSTEIN MARC	22 HONEY LOCUST COURT	LAFAYETTE HILL	PA	19444
	22364	0911B-02-051.000	MISSISSIPPI LAND HOLDINGS LLC	P O BOX 3803	TALLAHASSEE	FL	32315
	97500	0911B-02-009.002	SMITH EMILY C & WILLIAM J	71206 WHISKEY OAKS LN	COVINGTON	LA	70433
	95489	0911B-02-048.011	UNSWORTH JOYCE RAYBORN	113 SUNRIDGE PARK	GULFPORT	MS	39507
	95492	0911B-02-048.014	WEST IMA LOIS	107 SUNRIDGE PARK	GULFPORT	MS	39507

RE: Final Plat 2110PC167, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-022.000, Approval of Final Plat for 19-lot subdivision (Gulfview Villas), E Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2.

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, October 28, 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, October 28, 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: November 18, 2021

Re: Final Plat 2110PC169:
Removed by Administration

Final Plat 2110PC169, by agent Heinrich & Associates, LLC., tax parcel 0911B-02-051.000,
Approval of Final Plat for a 10-lot townhome development (Courtyards At The Courthouse Pier),
Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

R-B



- 



1



DA

GIS

Courtyards at the Courthouse



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

APPLICATION FOR FINAL PLAT - TOWNHOMES

Property Information

TAX PARCEL #

0	9	1	1	B

 -

0	2

 -

0	5	1

 .

0	0	0

For Staff Use Only
Case File #: 2110PC169
Date Received: 9/8/21
Receipt #: _____
Received By: CL
Zoning: T5
Ward: 2 Flood: AE
Size: 92,860

(If necessary, use separate sheet of paper)

Address of Property Involved: 164 E. BEACH BLVD.

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

General Location: NW INT. OF U.S. HWY 90 AND ARKANSAS AVE.

GENERAL DESCRIPTION OF REQUEST:

RE SUBDIVIDE SUBJECT PARCEL INTO 10 NEW PARCELS FOR TOWNHOMES. EACH LOT WILL BE SERVED WITH WATER. SEWER.

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

MISSISSIPPI LAND HOLDINGS, LLC
Printed Name Of Owner

HEINRICH & ASSOC. LLC
Printed Name Of Agent

P.O. BOX 3803
Mailing Address

1806 23RD AVE "B"
Mailing Address

TALLAHASSEE, FL 32315
City State Zip code

LPT MS 39501
City State Zip code

Home Phone _____ Work/Cell Phone _____

Home Phone 228-896-6768 Work/Cell Phone _____

Email _____

Email latty.heinrichassociates.net

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.

\$255



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

For Staff Use Only

Case Number: 2110PC169

Date Received: _____

Receipt Number: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

TAX PARCEL # 0911B-02-051.000

Address of Property Involved: 1104 E. BEACH BLVD.

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

General Location: NW INT. OF U.S. HWY 90 AND ARKASAS AVE.

GENERAL DESCRIPTION OF REQUEST:

RESUBDIVIDE SUBJECT TAX PARCEL INTO ⁶ NEW PARCELS. EACH LOT WILL BE SERVED WITH WATER & SEWER.

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

MISSISSIPPI LAND HOLDINGS, LLC

Printed Name of Owner

P.O. BOX 3803

Mailing Address

TALLAHASSEE, FL 32315

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature of Owner

AGENT

HEINRICH ASSOCIATES

Printed Name of Agent

1806 23RD AVE. "B"

Mailing Address

GULFPORT MS 39501

City

State

Zip code

Home Phone

Work/Cell Phone

Email

lizzy.h@heinrichassociates.net

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.



1st Judicial District
 Instrument 2008 10649 D -J1
 Filed/Recorded 12 29 2008 12 24 N
 Total Fees 12.00
 2 Pages Recorded

Index in:

Fractional Section 1, Township 8 South, Range 11
 West

This Instrument Prepared by and Return to:

R. David Marchetti, MSB #8490¹
 Wells Marble & Hurst, PLLC
 P. O. Box 131
 Jackson, Mississippi 39205-0131
 Phone: (601) 605-6900
 Fax: (601) 605-6901

Grantor's Address:

James M. Rudnick, Manager
 226 N. Duval Street
 Tallahassee, FL 32301
 (850) 671-1999

Grantee's Address:

310-320 Blount Str., Suite 108 (32301)
 P. O. Box 3803
 Tallahassee, FL 32315
 (850) 356-6660
 attn: Antoine Boulos

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned WATERS EDGE JW, LLC, a Florida limited liability company qualified as a foreign limited liability company in Mississippi, Grantor, by these presents does hereby convey and quitclaim unto MISSISSIPPI LAND HOLDINGS, LLC, a Florida limited liability company qualified as a foreign limited liability company in Mississippi, Grantee, all of Grantor's right,

¹ NOTE: THIS DEED WAS PREPARED ON THE BASIS OF INFORMATION FURNISHED TO THE PREPARER BY THE GRANTOR NAMED IN THIS DEED. THE PREPARER WAS NOT REQUESTED TO CONDUCT AN EXAMINATION OF THE PUBLIC RECORDS TO VERIFY THE LEGAL DESCRIPTION OF THE PROPERTY USED IN THIS DEED OR THE STATUS OF THE GRANTOR'S TITLE TO THE PROPERTY, AND NO SUCH EXAMINATION WAS CONDUCTED. THE PREPARER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE LEGAL DESCRIPTION FURNISHED BY THE GRANTOR OR THE STATUS OF THE GRANTOR'S TITLE AND SHALL NOT BE LIABLE TO ANYONE HAVING AN INTEREST IN THIS PROPERTY FOR ANY INACCURACY OR INCOMPLETENESS IN THE DESCRIPTION FURNISHED BY THE GRANTOR OR FOR THE SUFFICIENCY OF THE TITLE CONVEYED BY THIS DEED.

title and interest in and to that tract or parcel of land lying and being situated in the City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

That certain lot situated in Fractional Section 1, in Township 8 South, Range 11 West, and beginning at a chip in concrete which marks the intersection of the West margin of Arkansas Street with the North line of the sidewalk adjacent on the North to U.S. Highway 90, thence North 00°19'03" East along the West line of Arkansas Street a distance of 382.64 feet to a ¾" iron pipe; thence South 74°59'29" West 262.08 feet to a ¾" iron pipe; thence South 00°00'00" East 357.90 feet to a PK nail; then North 80°15'00" East along the North line of the sidewalk adjacent on the North to U.S. Highway 90 a distance of 254.70 feet to the point of beginning.

WITNESS the hand and signature of the Grantor hereto affixed on this the 17th day of December, 2008.

WATERS EDGE JW, LLC

By: [Signature]

James M. Rudnick, Manager

STATE OF FLORIDA
COUNTY OF Levy

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of December, 2008, within my jurisdiction, the within named James M. Rudnick, who acknowledged that he is manager of Waters Edge, JW, LLC, a Florida limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after having first been duly authorized by said limited liability company so to do.

[Signature]
NOTARY PUBLIC

My commission expires:



Rebra Anne Culpepper
Commission # DD403468
Expires April 29, 2009
Recorded by Mail - Culpepper, Inc. 800-566-7019

Mississippi Land Holdings LLC
P.O. Box 3803
Tallahassee, FL 32315

September 7, 2021

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

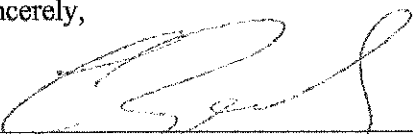
RE: Agent Letter for Mississippi Land Holdings LLC
Tax Parcel No.: 0911B-02-051.000
164 E. Beach Blvd. - Gulfport, Mississippi 39507

To Whom It May Concern:

Please allow this letter to serve as official notice that *Heinrich & Associates, LLC*, is authorized to act as agent on behalf of **Mississippi Land Holdings LLC** in any Planning Commission or City Council matters.

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

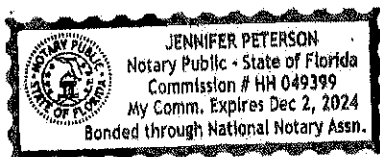
Sincerely,


Mississippi Land Holdings LLC


Notary

State of Florida
County of Leon
On this 7th day of September
before me personally appeared personally known Christine Boulos
to me known to be the person who executed the
foregoing Instrument, and acknowledged that he
executed the same as his free act and deed.
SEAL (signed)  **NOTARY PUBLIC**

My Commission Expires:



Mississippi Land Holdings LLC

P.O. Box 3803

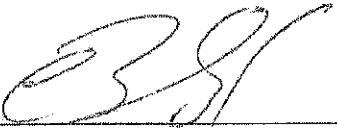
Tallahassee, FL 32315

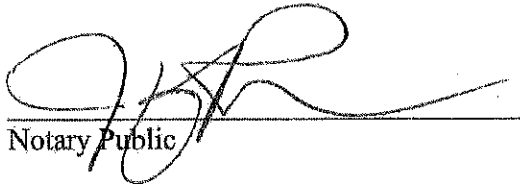
CORPORATE RESOLUTION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

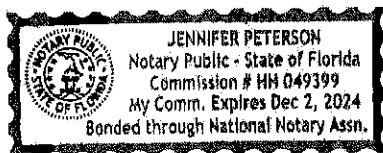
This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Christine Bowles who acknowledged that she is a member of **Mississippi Land Holdings LLC**, A Mississippi Limited Liability Company, and for that and on behalf of the said company, 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 7 day of September, 2021.




Notary Public

My Commission Expires:



State of Florida
County of Leon
On this 7th day of September
before me personally appeared personally known Christine Bowles
to me known to be the person who executed the
foregoing instrument, and acknowledged that he
executed the same as his free act and deed.

SEAL (signed)


NOTARY PUBLIC

Mississippi Land Holdings LLC
P.O. Box 3803
Tallahassee, FL 32315

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Mohammad Moeini who, after being by me first duly sworn, stated the following:

1. That there are no restrictive covenants prohibiting the resubdivision of the property located on Parcel No. 0911B-02-051-000

Respectfully submitted:

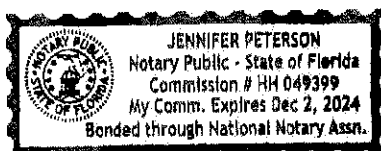
By:

Mississippi Land Holdings LLC

SWORN AND SUBSCRIBED before me, this the 7th day of September 2021.

Notary Public

My Commission Expires:



State of Florida

County of Leon

On this 7th day of September, 2021

before me personally appeared

personally known Christine Boulos

to me known to be the person who executed the foregoing Instrument, and acknowledged that he executed the same as his free act and deed.

SEAL (signed)

NOTARY PUBLIC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
COURTYARDS AT THE COURTHOUSE PIER SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI**

This Declaration of Covenants, Conditions and Restrictions is made on the ____ day of _____, 2021, A.D., by Elliott Homes LLC, (hereinafter call "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in City of Gulfport, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the "Property"); and

NOW, THEREFORE, Declarant; herby declares that all the properties described above shall be held, sold and conveyed subject to the platted subdivision and the following restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having and right, title or interest in the described properties or any par thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. RESIDENTIAL: All lots in the Courtyards at the Courthouse Pier Subdivision as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as one and two story residential lots.

2. MINIMUM SQUARE FOOTAGE: No residence, built, placed or maintained on any lot, shall contain less than one thousand eight hundred (1,600) square feet of living heated floor space, exclusive of perches, terraces, garages, patios and courts, unless otherwise approved by Architectural Review Committee.

3. LOT SIZE: No residence shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of said subdivision.

4. SETBACKS: For any and all residences constructed, erected, placed and maintained on each and every lot located in the subdivision the Architectural Review Committee shall establish the location, position and placing of the residence on the lot. All construction shall be in compliance with the City zoning requirement.

5. REQUIREMENTS FOR DWELLING: In addition to all approvals required pursuant to Paragraph 9 herein, no residence shall be constructed, built or placed on any lot in the subdivision unless the Architectural Review Committee has approved the exterior appearances and color of the residence, including, but not limited to, style and color of roofing shingle, roof pitch, color of all exterior walls and brick, surfaces and material of all exterior walls, the material composition and the location of all driveways and sidewalks; trim and exterior wall surface paint colors, stucco colors, composition of exposed exterior steps; location and appearance of drainage culverts and retaining walls, all landscaping, exterior lighting, location and material for all mailboxes and mailbox posts; and location and material types for all fences. The Architectural Review Committee established herein shall establish and publish

approved building materials, colors and specifications for all exterior materials and colors. All garages shall be rear facing.

6. **CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION:** Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called Camden Court Subdivision LLC Homeowners Association as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Courtyards at the Courthouse Pier Subdivision Home Association (hereinafter "Association"). Said Association shall be governed by three (3) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine or as set for in the By Laws of the Association.

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A: Class A members shall be all members with exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to four (4) votes for each Lot owned except as restricted under Section 3 hereof. When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Voting Rights: Each member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the members shall be by class of membership, and shall be as follows, to-wit:

(a) Class A Members: Each person, other than person herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A member of the Association. Class A members shall be entitled to one vote for each Lot owned.

(b) Class B Members: Each of the persons herein defined as "Declarant", and the nominee or nominees, in any, of each such person, shall be Class B members of the Association. Class B members shall be entitled to four (4) votes for each Lot owned.

Section 4. Memberships Appurtenant to Real Propriety: In every case, the membership of both Class A and Class B members shall be an 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.

7. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

(a) Creation of the Lien and Personal Obligation of Assessments: The Declarant or developer of each lot owned within the property, hereby covenants, and each owner of each lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected for and as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner for such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all lots and may be elected monthly. Class B Members shall be exempted from assessments on lots Declarant owns until eighty (80%) of lots are sold, thereafter, Declarant shall be responsible for payment of assessments according to the terms of this paragraph.

(b) Payments and purpose of Assessments: Each person, group of persons, corporation partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of the lot, where or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth ($1/12^{\text{th}}$) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

(i) The cost of all operating expenses of the common areas and including charges by the Association for services furnished by it;

(ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;

(iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;

(iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Montague Place without limitation.

(v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in

advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver or the use or enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate or eight percent (8%) per annum.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property provide, however, that the Association shall not be required to pursue either remedy and that all decision are within the sole discretion to the Association. No owner may waive or otherwise escape the liability for the assessments provide for herein by non-use of the Common Areas or by abandonment of his lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of the Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent in any prominent location within the community.

(d) Assessment Certificates: The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any third party legitimately interested in the same) as certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge shall not exceed Twenty Dollars (\$20.00) and may be levied in advance by the Association for each certificate delivered.

(e) Subordination of the Lien to Mortgages: The lien of the assessments provided for erring shall be subordinated to the lien of any recorded first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or trade of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. ARCHITECTURAL COMMITTEE: There shall be an Architectural Review Committee composed of the Declarant and/or the heirs, successors, assigns or other entities appointed by the Declarant.

9. INSURANCE:

(a) Each owner shall keep his residence insured at all times for its full replacement value against loss due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each owner shall promptly repair or rebuild his lot from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage. Each owner's fire insurance policy shall contain a waiver of subrogation clause; and each owner shall furnish the Association with a copy of his policy. Each owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney, in his name, place and stead for the purpose of accomplishing a repair or reconstruction or the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a part of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

10. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each property shall provide a screened area to serve as a service yard in which garbage receptacle, fuel tanks, or other similar storage receptacle, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.

11. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee

12. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

13. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission of the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Committee to restrict color and content.

14. OTHER BUILDINGS AND VEHICLES: No tent, trailer, barn or any similar outbuilding or structure shall be placed on any lot or on any other areas at any time, either temporarily or permanently, without prior approval from the Architectural Review Committee. No mobile home, tractor, boats, trailer or RV vehicle shall be placed on any lot or on subdivision streets, either temporarily or permanently. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner.

15. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots. All construction taking place upon subject property shall be completed within seven (7) months from starting date.

16. ENFORCEMENT: If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contain, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or equity for the purposes of enjoining any such violation or attempted violation and/or damages therefore, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any said Condition, Restriction or Covenants.

17. SEVERABILITY: If one or more of the Covenants or Restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other Conditions, Restriction and Covenants herein contained.

18. TERM: The Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all properties owned and/or claiming out of them by purchase,

inheritance or otherwise, for a period of thirty (30) years from the date which they are executed, and upon expiration of said thirty (30) year period, the Covenants shall automatically be extended for additional terms of ten (10) years each.

19. AMENDMENTS, VOTING RIGHTS AND TERMINATION: These Building restrictions and Protective Covenants may be amended from time to time by a written document signed, acknowledged and recorded, which reflects the affirmative vote in favor of the amendment by eighty percent (80%) of the lot owners, and in each case, such amendments shall be evidenced by a document in writing, bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

WITNESS THE SIGNATURES of the Declarant on this the ____ day of _____, A.D., 2021.

By: _____
Elliott Homes LLC

“Exhibit A”

Legal Description:

(refer to recording plat for legal description)

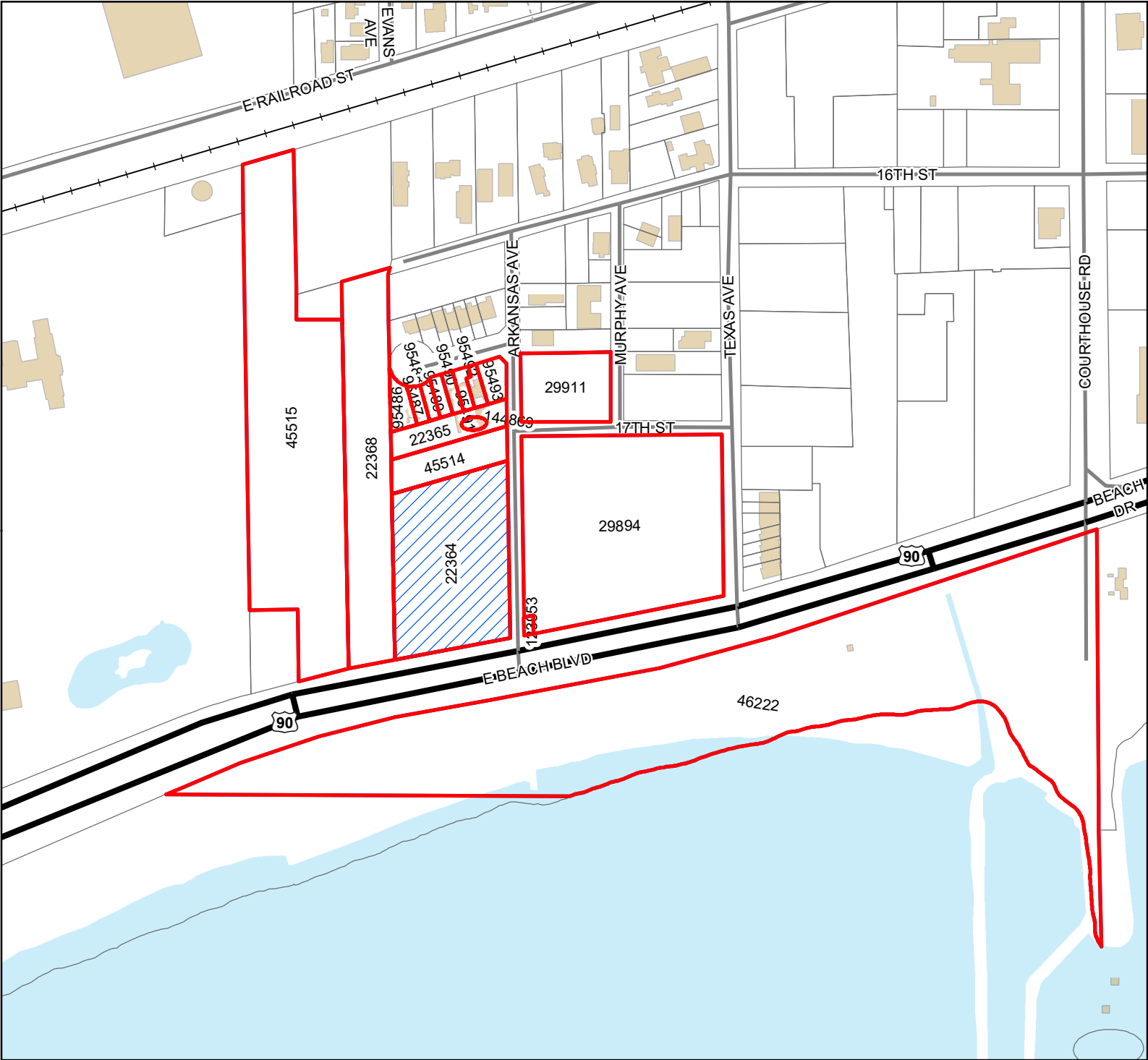
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of 2021, A.D., within my jurisdiction, the within named Courtyards at the Courthouse Pier Subdivision, executed that above and forgoing instrument.

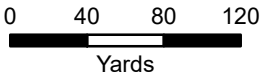
GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2021.

NOTARY PUBLIC _____

MY COMMISION EXPIRES: _____



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



1 inch = 300 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			MISSISSIPPI LAND HOLDINGS LLC (OWNER)	PO BOX 3803	TALLAHASSEE	FL	32515
			HEINRICH & ASSOCIATES, LLC (AGENT)	1806 23RD AVE SUITE B	GULFPORT	MS	39501
			Adjacent Property Owners				
	95491	0911B-02-048.013	JOHNSON JEANNE R	109 SUNRIDGE PK	GULFPORT	MS	39507
	95488	0911B-02-048.010	CHANDLER JEANNE F	115 SUNRIDGE PK	GULFPORT	MS	39501
	95486	0911B-02-048.008	DEES JOHNNETTE	1004 CENTRAL AVE W	WIGGINS	MS	39577
	95490	0911B-02-048.012	CLARK LARRY W & LAQUETTA JOY	111 SUNRIDGE PK	GULFPORT	MS	39507
	22365	0911B-02-049.000	KNOX EDWARD R	14765 N SWAN AVE	GULFPORT	MS	39503
	95492	0911B-02-048.014	WEST IMA LOIS	107 SUNRIDGE PARK	GULFPORT	MS	39507
	95489	0911B-02-048.011	UNSWORTH JOYCE RAYBORN	113 SUNRIDGE PARK	GULFPORT	MS	39507
	95487	0911B-02-048.009	GIBBS LINDA H	117 SUNRIDGE PK	GULFPORT	MS	39507
	29911	0911B-02-023.000	ELISITY DEVELOPMENT LLC	105 SUNRIDGE PARK	GULFPORT	MS	39507
N	95493	0911B-02-048.015	HILL DAVID CLAYTON & HEATHER	105 SUNRIDGE PK	GULFPORT	MS	39507
	45514	0911B-02-050.000	JONES ALAN M & ANDREA CABELL	2520 GREENVIEW DRIVE	GULFPORT	MS	39507
	22364	0911B-02-051.000	MISSISSIPPI LAND HOLDINGS LLC	P O BOX 3803	TALLAHASSEE	FL	32315
	46222	0911B-03-001.000	GULFPORT CITY OF -BEACHES-	25 JAY DR RT 7	GULFPORT	MS	39503
	22368	0911B-02-052.000	CENTENNIAL PLAZA LLC	159 BEACH BLVD	GULFPORT	MS	39501
	123953	0911B-02-022.001	GULFPORT CITY OF	106 DOGWOOD DR	GULFPORT	MS	39507
	29894	0911B-02-022.000	FIRST NATIONAL CORP OF PICAYUNE	P O BOX 848	PICAYUNE	MS	39466
N	45515	0911B-02-054.000	CENTENNIAL PLAZA LLC	159 BEACH BLVD	GULFPORT	MS	39501
	144869	0911B-02-049.001	KNOX EDWARD R	14765 N SWAN AVE	GULFPORT	MS	39503

RE: Final Plat 2110PC169, by agent Heinrich & Associates, LLC., tax parcel 0911B-02-051.000, Approval of Final Plat for a 10-lot townhome development (Courtyards At The Courthouse Pier), Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, October 28, 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, October 28, 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: November 18, 2021

Re: Planning Commission Approval 2111PC172:

Planning Commission Approval 2111PC172, by agent Heather L. Wilson, tax parcel 0808D-01-004.000, Requests home occupation for hobby sales of homemade soap, 12505 Depew Road, Zoned R-1-10 (Single-family), Ward 7

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2111PC172

Hearing Date: November 18, 2021

Current Zoning/Use: R-1-10 / Single Family Home

Legal: Planning Commission Approval 2111PC172, by agent Heather L. Wilson, tax parcel 0808D-01-004.000, Requests home occupation for hobby sales of homemade soap, 12505 Depew Road, Zoned R-1-10 (Single-family), Ward 7

TECHNICAL DETAILS

The applicant requests a home occupation for hobby sales of homemade soaps, bath goods and resin products to be sold via E-Commerce, craft and trade shows, and future commissioned sales with local boutiques. It is stated by the applicant that no clients will come to the house and all services are provided at the client request.

EXECUTIVE SUMMARY

No special equipment is required to make soaps, and the applicant notes that she does not anticipate any increased load on the water and sewer system. In addition to meeting the requirements for a home occupation that requires Planning Commission Approval, this home occupation is non-intrusive and should be considered.

Any approval should consider these conditions:

1. No customers allowed on site or in the Dwelling Unit.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 11/09/2021.

Public Works: No conditions. Memo dated 11/05/2021.

Traffic and Safety: No conditions. Memo dated 11/05/2021.

Building Code Services: No customers allowed on site or in the Dwelling Unit. Memo dated 11/02/21.

GIS: No conditions. Memo dated 11/08/2021.

Police Department: No conditions. Memo dated 11/03/2021.

Fire Department: No conditions. Memo dated 11/03/2021.

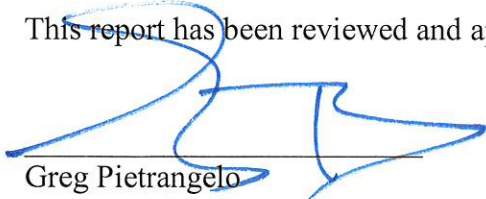
Technical Report
PLANNING COMMISSION APPROVAL

City Arborist:

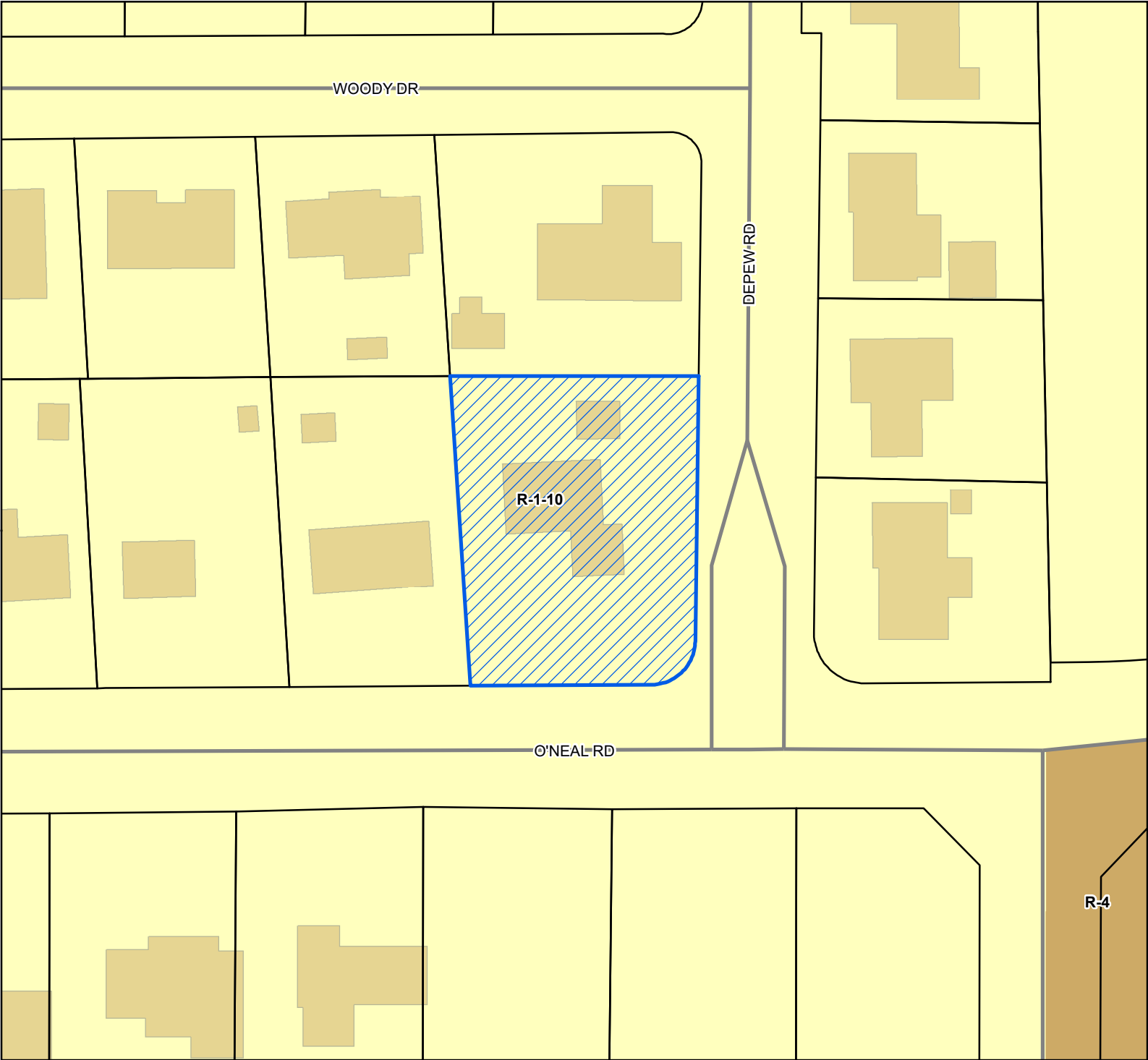
No conditions. Memo dated 11/03/2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Site

Street

Parcels

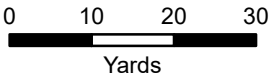
Buildings

Zoning

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

R-4 - General Residence (High Density)

Site Information
0808D-01-004.000
Zoning: R-1-10 (Single Family Residence)
Size: 18,482 sq ft.
Flood: X



1 inch = 70 feet



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

For Staff Use Only

Case Number: 2111PC172Date Received: 10-01-21

Receipt Number: _____

Received By: _____

Zoning: R-1-10Ward: 7 Flood: XSize: 18,482 sq ft

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL #	0	8	0	8	D	-	0	1	-	0	0	4	●	0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 12505 Depew Road Gulfport, MS 39503Lot(s) ⁴ _____, Block(s) _____, Subdivision North Hills North Unit 2General Location: North West corner of O'Neal Rd and Depew Rd East on O'Neal from Hwy 49

GENERAL DESCRIPTION OF REQUEST:

To be approved for a Privilege License to Own and Operate a homemade soap, bath goods, and resin product business out of the home for sales via E-Commerce, craft and trade shows, and future commissioned sales with local boutiques.

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

Mary L. Woehrle

Printed Name of Owner
14665 S. Country Wood Drive

Mailing Address
Gulfport MS 39503

City State Zip code
228-209-0985

Home Phone Work/Cell Phone
woehrlemlw73@gmail.com

Email Mary L. Woehrle
Signature of Owner

AGENT

Heather L. Wilson

Printed Name of Agent
12505 Depew Rd

Mailing Address
Gulfport MS 39503

City State Zip code
303-518-5106

Home Phone Work/Cell Phone
lazycorgisoap@gmail.com

Email Heather L. Wilson
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.

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: Heather L. Wilson

Address: 12505 Depew Rd., Gulfport, MS 39503

Phone: (Home) 303-518-5106 (Work/Cell) 303-518-5106

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

Name of business or service to be used as home occupation: Lazy Corgi Soap Company LLC

Nature of business: A homemade soap, bath goods, and resin product business

Please fill in all the appropriate blanks:

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

Earlier than 8:00 a.m. _____

Give hours: _____

Later than 5:00 p.m.: _____

Give hours: _____

Method of conducting business:

Telephone: ✓

Mail order: ✓

Personal computer: ✓

Appointment: _____

Traffic generation:

Is there any delivery of goods or products to the residence? Yes

If so, specify the number and frequency of deliveries: approx. 5 per month

Describe size of vehicle making deliveries: standard FedEx, UPS and USPS Mail trucks

Is service by appointment only or are there drop-by visits by customers or clientele? _____
No _____

Specify number and frequency of visits by clients and customers: N/A

Is everything made, manufactured, or provided on site? Yes

Is special equipment required in production? No

If so, described it, giving size of motor, etc. N/A

Are sales made from the premises? Yes (E-Commerce only)

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

Local stores on consignment: In the future

Arts and crafts or flea markets: Yes

Trade shows: Yes

Other: Farmers Market and E-Commerce

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

Yes _____ No ✓

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

Printed Name: Heather L. Wilson

Signature: 

Date: OCT. 1, 2021

September 27, 2021

I, Mary L. Woehrle, authorize Heather Wilson to own and operate Lazy Corgi Soap Company at the following address:

12505 Depew Road
Gulfport, MS 39503

Mary L. Woehrle

Mary L. Woehrle

9/28/21
date

Mary Lee Woehrle

Subscribed and sworn to before me this

28 day of Sept, 20 21

Alycia K Schwartz
Notary Public

My Commission Expires June 9, 2025





John 1st Judicial District
Instrument 2021 3116 D - J1
Filed/Recorded 8/5/2021 01:52 P
Total Fees \$ 25.00
2 Pages Recorded

Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Howard Avenue
Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS:
LOT 4, NORTHWOOD HILLS NORTH SD, UNIT 2

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

RON L. TAYLOR and SHERRY A. TAYLOR
Post Office Box 3132
Gulfport, MS 39505
(228)669-7703

do hereby sell, convey and warrant unto

MARY WOEHRLE
14665 South Country Wood Drive
Gulfport, MS 39503
(228)209-0985

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

LOT 4, NORTHWOOD HILLS NORTH SUBDIVISION, UNIT 2, a subdivision according to the official map or plat thereof on file and of record in Plat Book 31 at Page 7 in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; LESS AND EXCEPT the following described parcel:

Commence at the Northeast corner of said Lot 4 as delineated on that certain survey by Verlon Byrd, R.L.S., revised August 21, 1992, a copy of which is recorded in Deed Book 1240 at Page 681 in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, First Judicial District, and is incorporated herein by reference, and thence run South along the East line of said Lot 4 47.0 feet to the Point of Beginning. From said Point of Beginning thence run Southwesterly along the back of a concrete curb to a point that is 47.4 feet South and 13.0 feet West of the Point of Beginning; thence run South and parallel with the East line of Lot 4 for a distance of 52.2 feet to a point on a curve to the right; thence continue along the back of said curb and along said curve to the right to a point on the South line of Lot

4; thence run East 25.0 feet more or less to the Southeast corner of Lot 4; thence run North along the East line of Lot 4 for a distance of 112.12 feet to the Point of Beginning.

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Ad valorem taxes for the year 2021 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

WITNESS our signatures on this the 3rd day of March, 2021.


RON L. TAYLOR


SHERRY A. TAYLOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON

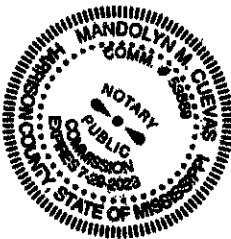
PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named RON L. TAYLOR and SHERRY A. TAYLOR, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set forth and mentioned.

GIVEN UNDER MY HAND, and official seal of office, this 3rd day of March, 2021.


NOTARY PUBLIC

My Commission Expires:

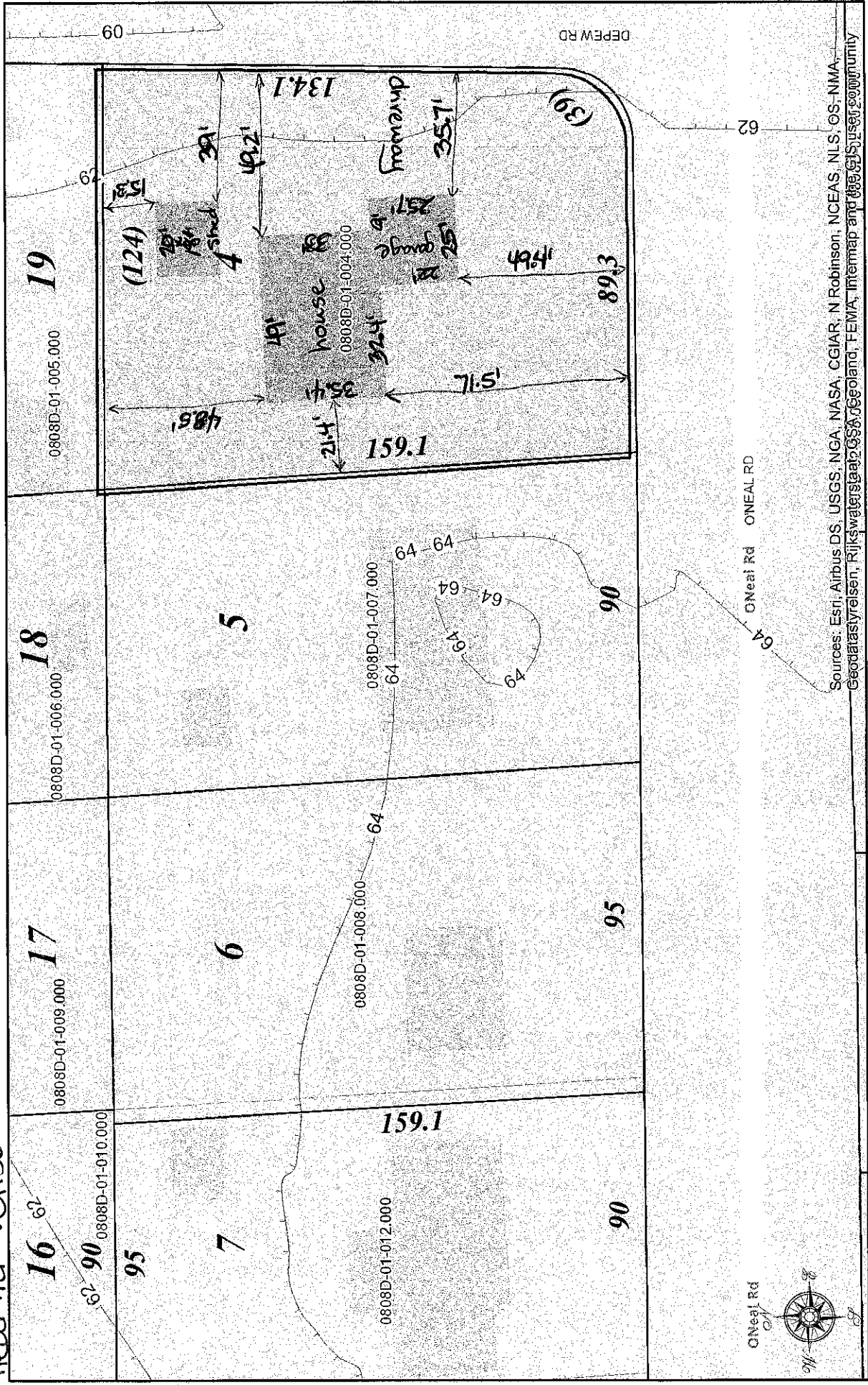
7-29-2023
(SEAL)



59062

LazyCorgi Soap Company LLC
Heather Wilson

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.

MAP DATE: October 1, 2021

My name is Heather Wilson, my LLC is Lazy Corgi Soap Company and it is registered with the State of Mississippi. I am wanting to start a home based melt and pour homemade soap business with bath fizzies, salts and resin gifts. I am currently receiving guidance and counseling for creating a successful small business with MSBDC.

I will have no other employees and will not be selling from my home. Instead, I will be doing E-Commerce, trade shows, craft shows and farmers markets. With the hopes of adding some boutiques or private businesses to sell my products down the road.

All products used in the soap making, bath fizzies, salts and resin gifts are manufactured by suppliers. All these products come with product safety data sheets or manufacturer sheets that list any hazards or safety concerns. These products include natural dried flowers, additives, FDA approved colorants, essential oils, and fragrances.

Currently, I store my additives and bases in airtight plastic tubs within my residence. Again, all the products that I use to make these soaps, bath fizzies, salts and resin gifts are nonvolatile, non-hazardous and non-flammable. With the exception of some of the fragrances that are a class 3B combustible level with 140 degree and over flash point. At no time will I have 25 gallons or more to require an approved storage container per OSHA requirements. All fragrances are less than 16oz and in their own bottles and stored on a shelving unit.

The process of making a bar of soap is quite simple. I have pre-made soap bases, that are nonvolatile, that are cut into small squares and melted in the microwave to 150 degrees. I then add the fragrances and other soap additives. (ex. coffee beans, natural botanicals, salts, etc.) Once the base has cooled to approx. 130 degrees, I pour the mixture into a mold. The soap bars must set up for approximately 6- 12 hours, at which time I wrap and label them. Labels will be made to FDA cosmetic labeling requirements; identifying the product, net contents, business name and address, ingredients declaration and directions for safe use, as needed.

To begin with, the products will be transported by myself, to whichever venue I may be selling at. As I build the E-Commerce side of the sales, I will be shipping through FedEx, UPS, DHL or USPS. There will times when I will have them pick up the deliveries and at other times I will transport them to the local facility (currently undecided on which shipper at this time).

In conclusion: I am wanting to create a business to help sustain everyday living expenses without interfering with neighbors, traffic or creating any hazards to anyone or anything.



Website and Social media sites are in development: www.lazycorgisoap.com
Twitter, Pinterest, Instagram and Facebook @lazycorgisoap

Lazy Corgi Soap Company LLC
Owner: Heather Wilson

Transportations and Access: Standard access to residential property driveway, only entrance is from Depew Road.

Water Supply: Standard residential City water supply, already existing. No upgrades or additions needed.

Waste Disposal: Waste Pro Services already in use at proposed residential site. Waste is picked up twice a week. No upgrade or additions needed.

Fire and Police Protection: Smoke alarms installed by the local fire department in 2021. No customers at location, needing no additional security.

Other public facilities: Proposed residential site with two full bathrooms. No in person customer services at site. No changes or additions needed.

Why the proposal will not cause undue traffic congestion or create a traffic hazard: Proposed residential site may have up to 5 additional standard deliveries from Fedex, UPS, or USPS a month. No customer traffic, no other traffic hazards will be created.

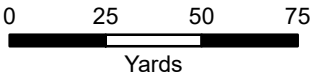
Why the proposal is in harmony with the orderly and appropriate development of the district in which the use is located: No at home customer sales, no customer traffic and no customer noise at proposed location. No special experiment needed, no increase in already existing noise levels.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	52435	0808D-01-004.000	WOEHRLE MARY (OWNER)	14665 SOUTH COUNTRY WOOD DR	GULFPORT	MS	39503
			HEATHER L. WILSON (AGENT)	12505 DEPEW RD	GULFPORT	MS	39503
			Adjacent Property Owners				
	52434	0808D-01-001.000	ALBERT TERRY M -L/E-	12520 DEPEW RD	GULFPORT	MS	39503
	52449	0808D-01-009.000	ALBRITTON MATTHEW RYAN	15305 WOODY DRIVE	GULFPORT	MS	39503
	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
	52354	0807M-02-014.000	BURKETT WILLIE H & JANICE P	15284 WOODY DR	GULFPORT	MS	39503
	57070	0808D-02-003.000	CAMPBELL JULIE	3711 KAYSON ST	SILVER SPRING	MD	20906
	52448	0808D-01-010.000	DIEHL RICHARD J & MARGARET	15315 WOODY DR	GULFPORT	MS	39503
	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
	52356	0807M-02-016.000	HOFLER MELLETTE G & CHRISTINA L	15304 WOODY DR	GULFPORT	MS	39503
	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
	52357	0807M-02-017.000	MOULDING SUSAN	15314 WOODY DR	GULFPORT	MS	39503
	52439	0808D-01-012.000	RAWLS VANCE Q & LYNNE P	15310 ONEAL ROAD	GULFPORT	MS	39503
	52433	0808D-01-002.000	REED DONALD P & CYNTHIA L	12512 DEPEW RD	GULFPORT	MS	39503
	52451	0808D-01-005.000	RHODES WILLIAM B & KIMBERLY A	15283 WOODY DR	GULFPORT	MS	39503
	52353	0807M-02-013.000	TAYLOR GERALDINE R & RALPH W	13000 DEPEW RD	GULFPORT	MS	39503
	52450	0808D-01-006.000	THIGPEN PAMELA	15295 WOODY DR	GULFPORT	MS	39503
	52355	0807M-02-015.000	TURNER MARTHA A	15294 WOODY DR	GULFPORT	MS	39503
	57068	0808D-02-004.000	WILLIAMS RONALD RAY & IRMA JEAN	P O BOX 3496	GULFPORT	MS	39505



Legend

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



1 inch = 150 feet



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RE: Planning Commission Approval 2111PC172, by agent Heather L. Wilson, tax parcel 0808D-01-004.000, Requests home occupation for hobby sales of homemade soap, 12505 Depew Road, 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, November 18, 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, November 18, 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.

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:**

IPL0047366

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**

October 28, 2021 4:07:23 PM EDT

Amount:

50.52

SCHEDULE FOR AD NUMBER IPL00473660

November 3, 2021

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00473660**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, November 18, 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 2110PC162, by agent Felix L. Lee, tax parcels 0811E-02-018.000, 0811E-02-019.000, Request to rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1715 and 1721 29th Avenue, Ward 2

Planning Commission Approval 2111PC172, by agent Heather L. Wilson, tax parcel 0808D-01-004.000, Requests home occupation for hobby sales of homemade soap, 12505 Depew Road, Zoned R-1-10 (Single-family), Ward 7

Planning Commission Approval 2111PC174, by owner Hazel Ann Beavers, tax parcel 0711L-02-029.001, request home occupation for a mobile notary, 1608 Rhorer Ave, Zoned R-1-7.5 (Single family), Ward 1

Final Plat 2111PC175, 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 Final Plat 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 2111PC176, by agent Freddie Fountain, tax parcel 0907J-01-001.005, Requests to rezone from R-1-15 (Single-family) to R-B (Residence business), Three Rivers Rd, Ward 6

General Plan 2111PC177, by owner River Point Estates, LLC, tax parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, and 1007O-01-028.008, Approval of General Plan for a 7-lot subdivision (River Point Estates), O'Neal Rd, Zoned R-E (Residence estate), Ward 6

Final Plat 2111PC178, by agent Brown, Mitchell, and Alexander, Inc., tax parcel 1009E-02-002.001, Request approval for multiple buildings on one property, 10185 Lorraine Rd, Zoned I-1 (Light industry), Ward 5

Planning Commission Approval 2111PC179, by owners Khristopher and Kayla Dedeaux, tax parcel 1008F-01-003.037, Request home occupation for online women's clothing boutique, 10830 Plummer Circle, Zoned R-1-10 (Single-family), Ward 6

Special Exception 2112SE181, by agent Ryan Goldin, tax parcel 0910B-04-025.000, Requests a Day Care use, 55 51st St, Zoned R-1-7.5 (Single-family), Ward 4

This the 27th day of October 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: Planning Commission Approval 2111PC174:

Planning Commission Approval 2111PC174, by owner Hazel Ann Beavers, tax parcel 0711L-02-029.001, request home occupation for a mobile notary, 1608 Rhorer Ave. Zoned R-1-7.5 (Single-family), Ward 1

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2111PC174

Hearing Date: November 18, 2021

Current Zoning/Use: R-1.7.5 / Single-family home

Legal: Planning Commission Approval 2111PC174, by owner Hazel Ann Beavers, tax parcel 0711L-02-029.001, request home occupation for a mobile notary, 1608 Rhorer Ave. Zoned R-1-7.5 (Single-family), Ward 1

TECHNICAL DETAILS

The applicant requests approval for a home occupation business where they will conduct administrative duties at the home and then visit clients at their place of meeting to aid with "notary services." They state that no clients will come to their home, and that the utilities and services will not be increased. The occupant will use their business as any other operable business in the area; they will be traveling to and from their home occupation for business purposes. There are no obtrusive impediments in the neighborhood that will be caused by the aforementioned home occupation.

EXECUTIVE SUMMARY

As the application meets the requirements for a home occupation business that requires Planning Commission Approval, and there is very little impact on the neighborhood, the planning commission should consider approval.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	No comments as of 11/08/21.
<u>Public Works:</u>	No conditions. Memo dated 11/05/21.
<u>Traffic and Safety:</u>	No conditions. Memo dated 11/04/21.
<u>Building Code Services:</u>	No conditions. Memo dated 11/03/21.
<u>GIS:</u>	No conditions. Memo dated 11/08/21.
<u>Police Department:</u>	No conditions. Memo dated 11/03/21.
<u>Fire Department:</u>	No conditions. Memo dated 11/03/21.
<u>City Arborist:</u>	No conditions. Memo dated 11/03/21.

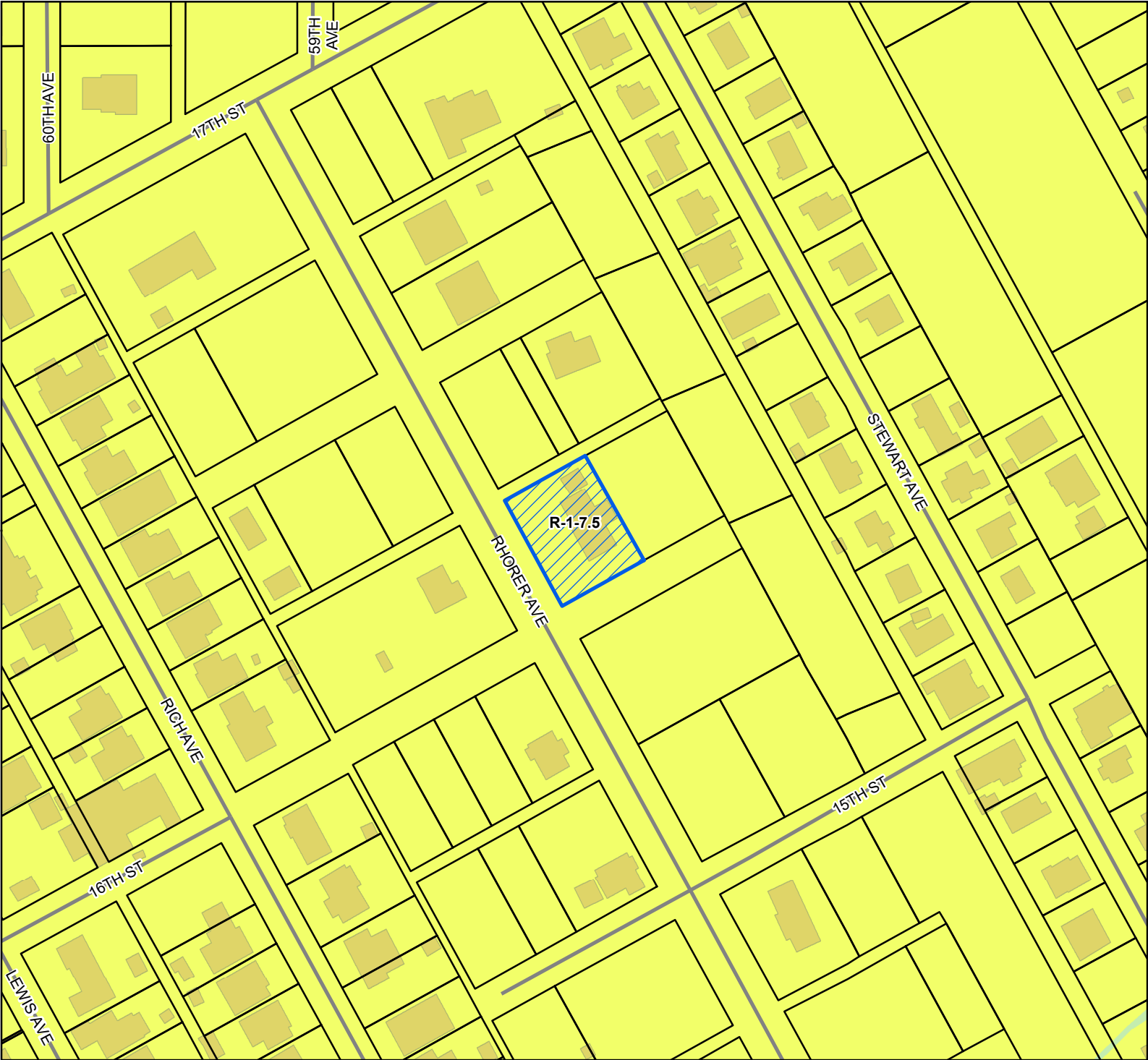
Technical Report
PLANNING COMMISSION APPROVAL

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



 Site

 Street

 Parcels

 Buildings

 Water Features

Zoning

R-1-7.5 - Single Family

 Residence District (Low Density)

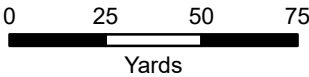
Site Information

0711L-02-029.001

Zoning: R-1-7.5 (Single Family Residence)

Size: 17,501 sq ft.

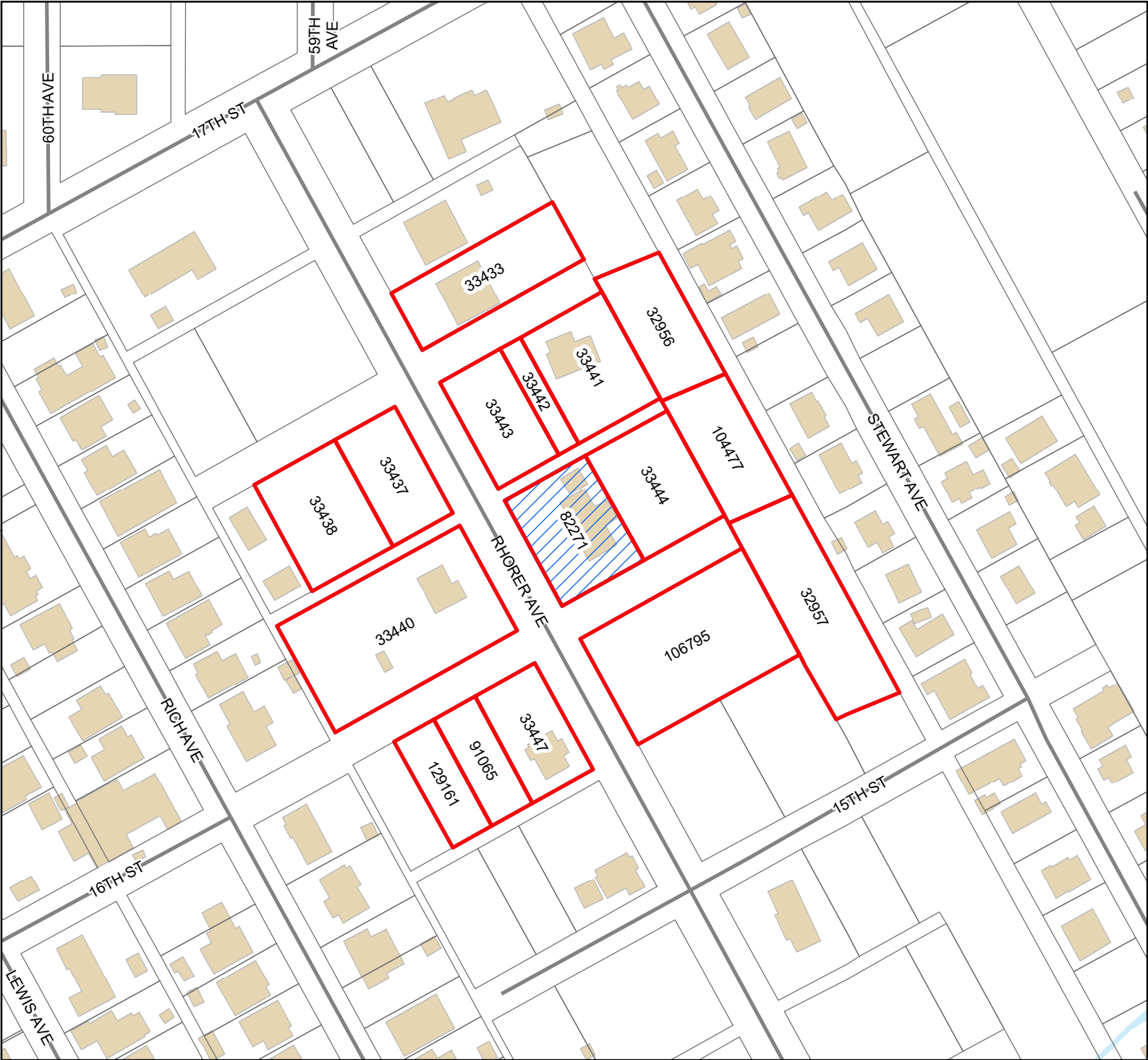
Flood: X



1 inch = 150 feet

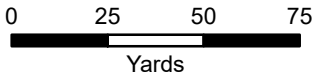


DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on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



Legend

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



1 inch = 150 feet



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

3/78.00



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

For Staff Use Only

Case Number: 2111PC 174Date Received: 10/3/21

Receipt Number: _____

Received By: M.W.Zoning: B-1.7.5Ward: 1 Flood: XSize: 17,501

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL # 0711L-02-029-001

0	7	1	1	L	-	0	2	-	0	2	9	•	0	0	1
					-			-				•			
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: 1608 Rhorer AVELot(s) 9-12, Block(s) _____, Subdivision _____

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Mobile Notary

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

Hazel Ann Beavers

Printed Name of Owner

1608 Rhorer Ave

Mailing Address

Gulfport MS 39501

City

State

Zip code

228-864-8782 - 228-860-2437

Home Phone

Work/Cell Phone

artzyhaz@aol.com

Email

Hazel Ann Beavers

Signature of Owner

AGENT

(Self) Beavers Notary

Printed Name of Agent

1608 Rhorer Ave

Mailing Address

Gulfport MS 39501

City

State

Zip code

228-864-8782 228-860-2437

Home Phone

Work/Cell Phone

artzyhaz@aol.com

Email

Hazel Ann Beavers

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)

John Otis Beavers

ADDRESS (STREET, CITY, STATE, ZIP CODE)

1608 Rhorer Ave - Gpt, Ms. 39501

PHONE # (H)

Cell 228-860-2449 (W) Home 228-864-8782

TAX PARCEL NUMBER(S) OWNED

0711L-02-029-001

SIGNATURE:

John O. Beavers

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

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: Hazel Ann BeaversAddress: 1608 Rhorer AvePhone: (Home) 228-864-8782 (Work/Cell) 228-860-2437

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

Name of business or service to be used as home occupation: Beavers & BeaversNature of business: Mobile Notary NOTARY

Please fill in all the appropriate blanks:

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

Earlier than 8:00 a.m. _____

Give hours: _____

Later than 5:00 p.m.: _____

Give hours: _____

Method of conducting business:

Telephone: _____

Mail order: _____

Personal computer: _____

Appointment: ✓travel to location as needed.I plan to put my business name on the list at hospitals and mortgage co. etc.

Traffic generation:

Is there any delivery of goods or products to the residence? ØIf so, specify the number and frequency of deliveries: ØDescribe size of vehicle making deliveries: Ø

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

Mainly Scheduled Appnts. to their mobile location.

Specify number and frequency of visits by clients and customers: Very few

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

Is special equipment required in production? Notary Stamp

If so, described it, giving size of motor, etc. -NA-

Are sales made from the premises? -NO-

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

Local stores on consignment: -NO-

Arts and crafts or flea markets: -NO-

Trade shows: -NO-

Other: _____

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

Yes _____ No _____

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

Printed Name: Hazel Ann Beavers

Signature: Hazel Ann Beavers

Date: 10-4-21

Business Plan.

I'm planning a mobile Notary Service.

My plan is to travel to clients by appointment only.

- I plan to submit my need availability to loan closing companies, Hospitals, etc.
- Payment will be as services are rendered.
- Payment will also be for travel and mileage.
Via cash, credit card or CASH App.
- There is also a need for a Notary at shipping and package stores.
- I plan to limit myself to a 25 mile area.

10/5/21

Hazel Beebe

SITE PLAN

- Rhorer Ave. have an open and easy access road from 15th st. or "old Pass road" with plenty of lights and paved roads and parking
- Water supplied by the city of Gulfport
- Adequate Waste Pro disposal is available with pickup every Monday and Thursday
- Fire and police protection provided by the city of Gulfport, plus ADT alarm security to property. Also fire hydrant access at the beginning and end of Rhorer Ave at 15th st and 17th st.
- Adequate access for parking and there's never any traffic congestion on this street. This street only consist of approximately 6 homes on it and all are on 1 plus acres apart.
- This proposal will benefit a lot of people in the local area who can't drive to a notary, therefore a mobile notary to the elderly population is very helpful.



Covenant Affidavit

I, Hazel Ann Beavers, being owner or agent of the property 1608 Rhorer Ave
PRINT NAME PRIMARY ADDRESS OR PARCEL
Gulfport, MS. 39501

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

Hazel Ann Beavers
Signature

Oct 4, 21
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 4th day of October, 2021

Matilda Ann Welch
Notary Public



Commission Expiration



STATE OF MISSISSIPPI
COUNTY OF HARRISON

BOOK 679 171

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned HAZEL TAYLOR, do hereby sell, convey and warrant unto JOHN OTIS BEAVERS and HAZEL ANN BEAVERS, as joint tenants, and not as tenants in common, but to the survivor, the following described property, situated in First Judicial District, Harrison County, Mississippi, and more particularly described as follows, to-wit:

Lots 9, 10, 11, and 12, Block 4, QUIET SHADE ADDITION to the City of Gulfport, First Judicial District Harrison County, Mississippi, as per plat filed in Book 6, at page 9, Plat Records of Harrison County, Mississippi.

The above described property is not the homestead of the Grantor or any part thereof.

Taxes for the year 1983 are to be assumed by the Grantees.

WITNESS MY SIGNATURE, on this the 8th day of July, 1983.

Hazel Taylor
HAZEL TAYLOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON

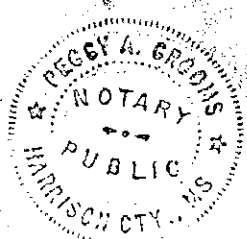
PERSONALLY appeared before me, the undersigned authority in and for the above named county and state, HAZEL TAYLOR, who acknowledged that she signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN under my hand and seal of office, this the 8th day of July, 1983.

Peggy A. Grooms
NOTARY PUBLIC
My Commission expires: _____

My Commission Expires July 19, 1984

My Commission Expires July 18, 1984



LOOK 853-175

ADDRESSES OF THE PARTIES

Upon the date of the execution of the foregoing Deed,
the addresses of the parties, Grantor(s) and Grantee(s), are
as follows:

GRANTOR(S):

NAME Mrs. Hazel Taylor
1521 Stewart Avenue
ADDRESS (STREET OR POST OFFICE)
Gulfport, MS 39501
CITY, STATE, AND ZIP CODE

NAME _____
ADDRESS (STREET OR POST OFFICE) _____
CITY, STATE, AND ZIP CODE _____

GRANTEE(S):

NAME John Otis Beavers
Penthouse Garden Apartments
1550 East Second Street
ADDRESS (STREET OR POST OFFICE)
Pass Christian, MS 39571
CITY, STATE, AND ZIP CODE

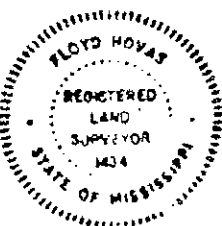
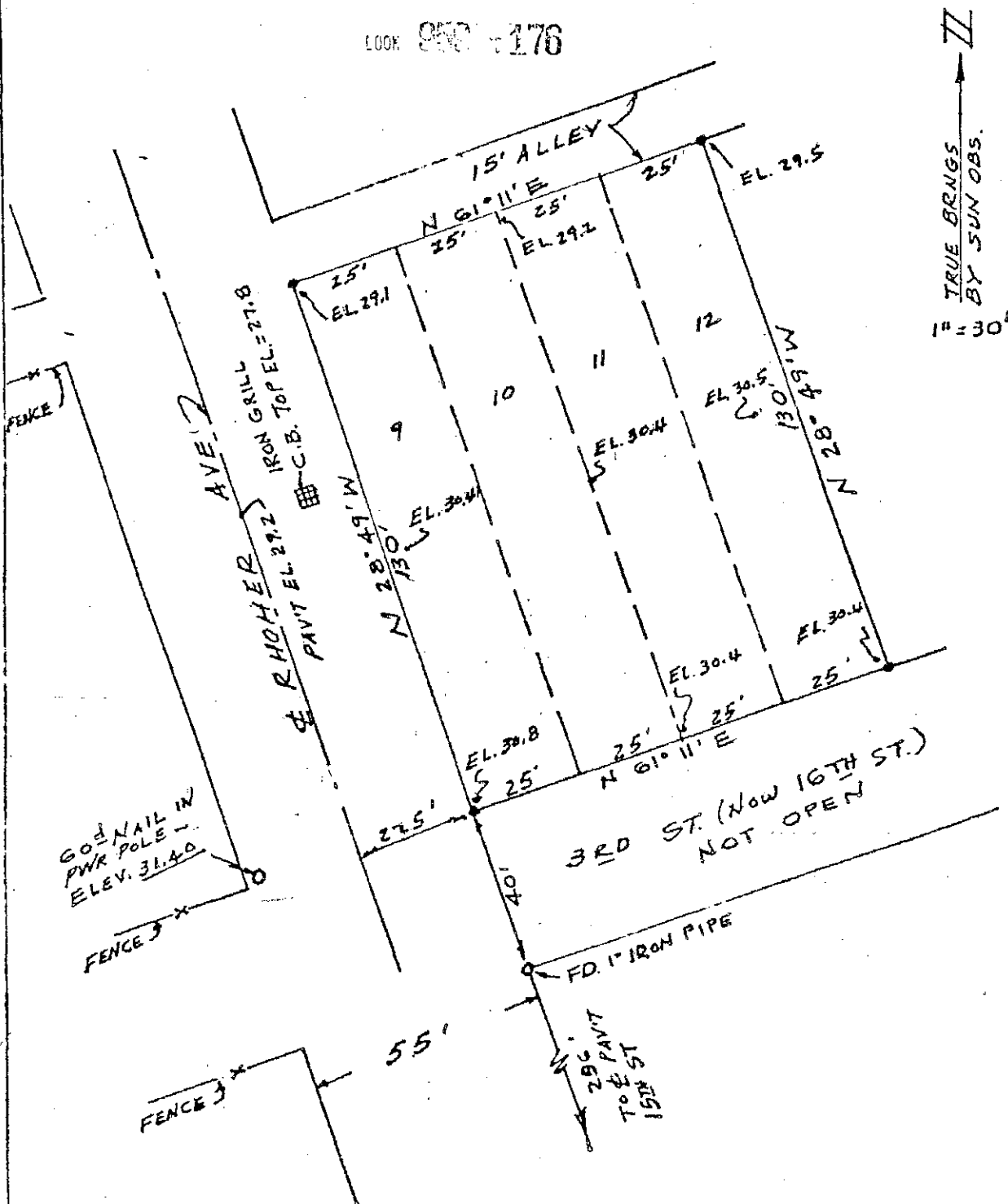
NAME Hazel Ann Beavers
Penthouse Garden Apartments
1550 East Second Street
ADDRESS (STREET OR POST OFFICE)
Pass Christian, MS 39571
CITY, STATE, AND ZIP CODE

NAME _____
ADDRESS (STREET OR POST OFFICE) _____
CITY, STATE, AND ZIP CODE _____

NOTES:

1. • — DENOTES 3/4" HEX. I.BAR SET.
2. ELEVATIONS BASED ON U.S.C.G.S. DATUM.

LOOK 950-176



Floyd Hoyas
SURVEYOR

SURVEY

LOTS 9, 10, 11, 12, BLOCK 4,
QUIET SHADE ADDITION
TO GULFPORT, MISS.
REFERENCE: PB 6, PG 9

JUNE 23, 1983

FOR: BEAVERS

3788

STATEMENT OF FEES

First Page	\$2.00
Add. Page at \$1.00	1.00
Abstracting/Section at \$1.00	1.00
Marginal Entry at .50	.50
Total Fees	4.50

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 10 o'clock and 38 minutes A.M. on 8 day of July, A.D. 1983 and recorded July 11, 1983 in Records of Deeds Book 959 Pages 174-176

G. N. Creel, Chancery Clerk
By *Creel* S. C.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			HAZEL ANN BEAVERS (owner)	1608 RHORER AVE	GULFPORT	MS	39501
			Adjacent Property Owners				
	33438	0711L-02-048.000	ADKINS CLARA M -EST-	1603 RHORER AVE	GULFPORT	MS	39501
N	33437	0711L-02-047.000	ADKINS CLARA M -EST-	1603 RHORER AVE	GULFPORT	MS	39501
N	33440	0711L-02-046.000	ADKINS CLARA M -EST-	1603 RHORER AVE	GULFPORT	MS	39501
	33449	0711L-02-045.000	ALEXANDER JESSE J	395 SAWDUST ROAD #2104	THE WOODLANDS	TX	77380
	33441	0711L-02-026.000	BARKUM MARY JANE	1616 RHORER AVE	GULFPORT	MS	39501
	33444	0711L-02-029.000	BEAVERS JOHN OTIS & HAZEL ANN	1608 ROHER AVE	GULFPORT	MS	39501
N	33442	0711L-02-027.000	BEAVERS JOHN OTIS & HAZEL ANN	1608 ROHER AVE	GULFPORT	MS	39501
	33433	0711L-02-025.000	BROADNAX WILFORD JR & GLENDA J	1813 60TH AVE	GULFPORT	MS	39501
	104477	0711L-02-019.001	CARTER MATTHEW	4501 LONDON RD	DULUTH	MN	55804
	105948	0711L-02-050.001	DEDEAUX JANICE A	P O BOX 6183	GULFPORT	MS	39507
N	117803	0711L-02-050.002	DEDEAUX JANICE ADKINS	P O BOX 6183	GULFPORT	MS	39507
	91047	0711L-02-021.000	HAMPTON JEANETTE	11844 DELAVAN CIRCLE	RANCHO CORDOVA	CA	95742
	91059	0711L-02-031.000	MOULTRIE-LIZANA ANGELYN K & OREN TR	2290 WESTWIND WAY	SIGNAL HILL	CA	90755
N	106795	0711L-02-031.001	MOULTRIE-LIZANA ANGELYN K & OREN TR	2290 WESTWIND WAY	SIGNAL HILL	CA	90755
N	32957	0711L-02-019.000	MOULTRIE-LIZANA ANGELYN K & OREN TR	2290 WESTWIND WAY	SIGNAL HILL	CA	90755
	32956	0711L-02-020.000	MURRAY JULIAN D	11005 N MCKINNLEY	OAKLAHOMA CITY	OK	73114
	129159	0711L-02-042.001	PERRY RENEE H	7409 S CLYDE AVE	CHICAGO	IL	60649
N	129161	0711L-02-044.001	PERRY RENEE H	7409 S CLYDE AVE	CHICAGO	IL	60649
N	33448	0711L-02-042.000	PERRY RENEE H	7409 S CLYDE AVE	CHICAGO	IL	60649
N	91065	0711L-02-044.000	PERRY RENEE H	7409 S CLYDE AVE	CHICAGO	IL	60649
	33447	0711L-02-043.000	SEYMOUR DAVID JR & TIMS F S	1607 RHORER AVE	GULFPORT	MS	39501
	112198	0711L-02-031.002	SMITH CLARENCE JR	2502 TANDY DR	GULFPORT	MS	39503
N	33443	0711L-02-028.000	STATE OF MISS #850				0
	129160	0711L-02-042.002	WEEMS SHERMAN SR	20053 YAUPON DR	SAUCIER	MS	39574

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			HAZEL ANN BEAVERS (owner)	1608 RHORER AVE	GULFPORT	MS	39501
			Adjacent Property Owners				
	33438	0711L-02-048.000	ADKINS CLARA M -EST-	1603 RHORER AVE	GULFPORT	MS	39501
N	33437	0711L-02-047.000	ADKINS CLARA M -EST-	1603 RHORER AVE	GULFPORT	MS	39501
N	33440	0711L-02-046.000	ADKINS CLARA M -EST-	1603 RHORER AVE	GULFPORT	MS	39501
	33449	0711L-02-045.000	ALEXANDER JESSE J	395 SAWDUST ROAD #2104	THE WOODLANDS TX		77380
	33441	0711L-02-026.000	BARKUM MARY JANE	1616 RHORER AVE	GULFPORT	MS	39501
	33444	0711L-02-029.000	BEAVERS JOHN OTIS & HAZEL ANN	1608 ROHER AVE	GULFPORT	MS	39501
N	33442	0711L-02-027.000	BEAVERS JOHN OTIS & HAZEL ANN	1608 ROHER AVE	GULFPORT	MS	39501
	33433	0711L-02-025.000	BROADNAX WILFORD JR & GLENDA J	1813 60TH AVE	GULFPORT	MS	39501
	104477	0711L-02-019.001	CARTER MATTHEW	4501 LONDON RD	DULUTH	MN	55804
	105948	0711L-02-050.001	DEDEAUX JANICE A	P O BOX 6183	GULFPORT	MS	39507
N	117803	0711L-02-050.002	DEDEAUX JANICE ADKINS	P O BOX 6183	GULFPORT	MS	39507
	91047	0711L-02-021.000	HAMPTON JEANETTE	11844 DELAVAN CIRCLE	RANCHO CORDOVA CA		95742
	91059	0711L-02-031.000	MOULTRIE-LIZANA ANGELYN K & OREN TR	2290 WESTWIND WAY	SIGNAL HILL	CA	90755
N	106795	0711L-02-031.001	MOULTRIE-LIZANA ANGELYN K & OREN TR	2290 WESTWIND WAY	SIGNAL HILL	CA	90755
N	32957	0711L-02-019.000	MOULTRIE-LIZANA ANGELYN K & OREN TR	2290 WESTWIND WAY	SIGNAL HILL	CA	90755
	32956	0711L-02-020.000	MURRAY JULIAN D	11005 N MCKINNLEY	OAKLAHOMA CITY OK		73114
	129159	0711L-02-042.001	PERRY RENEE H	7409 S CLYDE AVE	CHICAGO	IL	60649
N	129161	0711L-02-044.001	PERRY RENEE H	7409 S CLYDE AVE	CHICAGO	IL	60649
N	33448	0711L-02-042.000	PERRY RENEE H	7409 S CLYDE AVE	CHICAGO	IL	60649
N	91065	0711L-02-044.000	PERRY RENEE H	7409 S CLYDE AVE	CHICAGO	IL	60649
	33447	0711L-02-043.000	SEYMOUR DAVID JR & TIMS F S	1607 RHORER AVE	GULFPORT	MS	39501
	112198	0711L-02-031.002	SMITH CLARENCE JR	2502 TANDY DR	GULFPORT	MS	39503
N	33443	0711L-02-028.000	STATE OF MISS #850				0
	129160	0711L-02-042.002	WEEMS SHERMAN SR	20053 YAUPON DR	SAUCIER	MS	39574

RE: Planning Commission Approval 2111PC174, by owner Hazel Ann Beavers, tax parcel 0711L-02-029.001, request home occupation for a mobile notary, 1608 Rhorer Ave. Zoned R-1-7.5 (Single-family), Ward 1

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, November 18, 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, November 18, 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.

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:****IPL0047366****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**

October 28, 2021 4:07:23 PM EDT

Amount:

50.52

SCHEDULE FOR AD NUMBER IPL00473660

November 3, 2021

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00473660**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, November 18, 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 2110PC162, by agent Felix L. Lee, tax parcels 0811E-02-018.000, 0811E-02-019.000, Request to rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1715 and 1721 29th Avenue, Ward 2

Planning Commission Approval 2111PC172, by agent Heather L. Wilson, tax parcel 0808D-01-004.000, Requests home occupation for hobby sales of homemade soap, 12505 Depew Road, Zoned R-1-10 (Single-family), Ward 7

Planning Commission Approval 2111PC174, by agent Hazel Ann Beavers, tax parcel 0711L-02-029.001, request home occupation for a mobile notary, 1608 Rhorer Ave, Zoned R-1-7.5 (Single family), Ward 1

Final Plat 2111PC175, 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 Final Plat 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 2111PC176, by agent Freddie Fountain, tax parcel 0907J-01-001.005, Requests to rezone from R-1-15 (Single-family) to R-B (Residence business), Three Rivers Rd, Ward 6

General Plan 2111PC177, by owner River Point Estates, LLC, tax parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, and 1007O-01-028.008, Approval of General Plan for a 7-lot subdivision (River Point Estates), O'Neal Rd, Zoned R-E (Residence estate), Ward 6

Final Plat 2111PC178, by agent Brown, Mitchell, and Alexander, Inc., tax parcel 1009E-02-002.001, Request approval for multiple buildings on one property, 10185 Lorraine Rd, Zoned I-1 (Light industry), Ward 5

Planning Commission Approval 2111PC179, by owners Khristopher and Kayla Dedeaux, tax parcel 1008F-01-003.037, Request home occupation for online women's clothing boutique, 10830 Plummer Circle, Zoned R-1-10 (Single-family), Ward 6

Special Exception 2112SE181, by agent Ryan Goldin, tax parcel 0910B-04-025.000, Requests a Day Care use, 55 51st St, Zoned R-1-7.5 (Single-family), Ward 4

This the 27th day of October 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: Final Plat 2111PC175:

Final Plat 2111PC175, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908D-01-009.000, 0908D-01-010.000, 0908D-01-011.000, 0908D-01-015.000, 0908E-01-001.000
Approval of Final Plat 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

Technical Report

*Final Plat
(Forest Ridge Phase 1)*

GENERAL INFORMATION

Case File Number: 2111PC175

Hearing Date: November 18, 2021

Current Zoning/Use: R-1-7.5 / Vacant Property

Legal: Final Plat 2111PC175, 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 Final Plat 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

TECHNICAL DETAILS

The applicant requests approval of a Final Plat to create a new 28-lot 37.46-acre residential subdivision, named Forest Ridge Phase 1, zoned R-1.7.5. This new subdivision is a continuation of Florence Gardens residential development.

Regulations state that the minimum property size for new single-family home in this zoning district is 7,500 square feet with a front yard setback of 25 feet and a side and rear yard setback of 8 feet with a 60 feet wide public right-of-way in which the applicant has met these requirements. Additionally, each newly created lot are required to have lot widths of 60 feet, which the applicant has exceeded.

However, applicant shall have inspection and turn in approved punch list before case can be approved as well as provide pdf & dwg site plan with water, sewer and drainage utilities. As of November 9, 2021, the applicant has not done so.

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

EXECUTIVE SUMMARY:

The applicant shall have inspection and turn in approved punch list, bond, and mylars and linens before case can be approved. As of November 9, 2021, the applicant has not done so.

Any approval should consider these conditions:

1. Need inspection and approved punch list before Final Plat can be approved.
2. All construction shall comply with all City Building Codes and Ordinances.
3. Provide pdf & dwg site plan with water, sewer and drainage utilities. (Submitted 11/9/21).

D. H.

Technical Report

*Final Plat
(Forest Ridge Phase 1)*

DEPARTMENTAL CONDITIONS

Engineering: No comment as of 11/9/21

Public Works: Need inspection and approved punch list before Final Plat can be approved. Memo dated 11/8/21.

Traffic and Safety: No conditions. Memo dated 11/5/21.

Building Code Services: All construction shall comply with all City Building Codes and Ordinances. Memo dated 11/2/21.

GIS: Provide pdf & dog site plan with water, sewer and drainage utilities. Memo date 11/9/21.

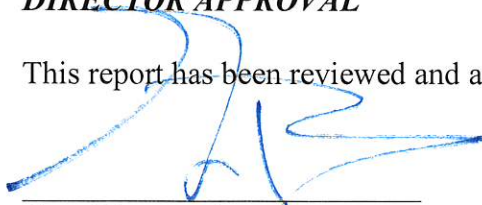
Police Department: No conditions. Memo dated 11/3/21.

Fire Department: No conditions. Memo dated 11/3/21.

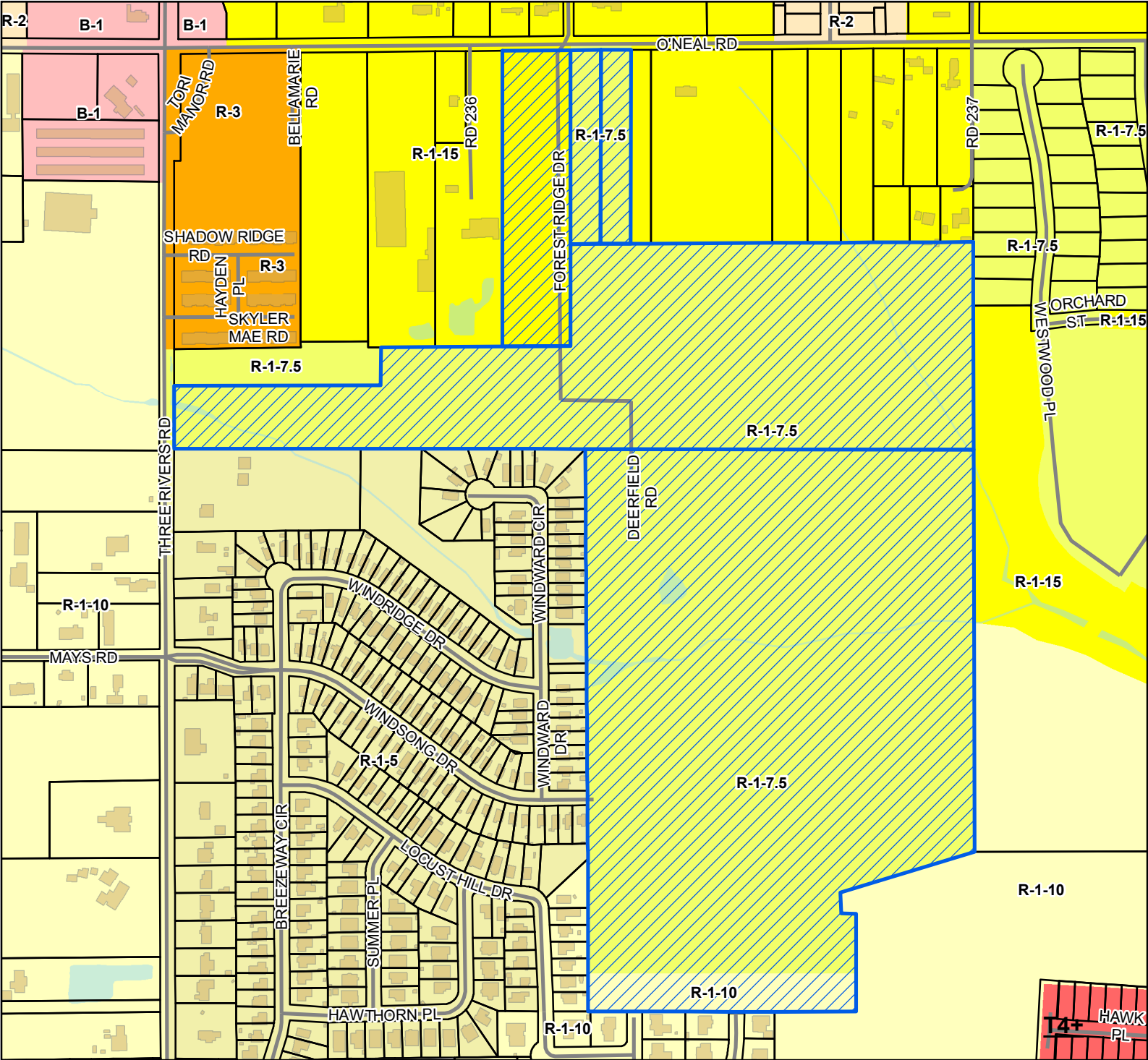
City Arborist: No conditions. Memo dated 11/5/21.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Legend

- Site
- Street
- Parcels
- Buildings
- Water Features

Smart Code

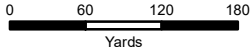
- T4+

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-1-7.5 (Single Family Residence)
Size: 37.46 acres
Flood: X



1 inch = 454 feet



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



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

APPLICATION FOR FINAL PLAT

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

For Staff Use Only
Case File #: 2111PC175
Date Received: 10-5-21
Receipt #: _____
Received By: _____
Zoning: R-1-7.5
Ward: 6 Flood: X
Size: _____

(If necessary, use separate sheet of paper)
0908D-01-015.000
0908E-01-001.00

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 remnant 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

Florence Gardens, LLC

Printed Name Of Owner
12321 Preservation Drive

Mailing Address
Gulfport MS 39503

City State Zip code
N/A (228) 539-5039 Office

Home Phone Work/Cell Phone
N/A

Email

Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

Printed Name Of Agent
131 Rue Magnolia

Mailing Address
Biloxi MS 39503

City State Zip code
N/A (228) 436-7612 Office

Home Phone Work/Cell Phone
nick@bmaengineers.com

Email

Signature Of Agent

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

☐

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

October 4, 2021

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

**RE: Application for Final Plat
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 Final Plat
- Proof of Ownership
- Authority to Act as Agent (Notarized)
- Final Plat (7 copies 11"x17", 2 CD's containing AutoCAD.DWG file)
- 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

September 30, 2021

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

**RE: Authority to Act as Agent
Forest Ridge Subdivision – Application for Final Plat
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 Final Plat approval with the City of Gulfport.

Sincerely,



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


NOTARY PUBLIC

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, Florence Gardens, LLC, declares that the covenants for the existing Florence Gardens subdivision will apply for this request.

Sincerely,



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


NOTARY PUBLIC

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.

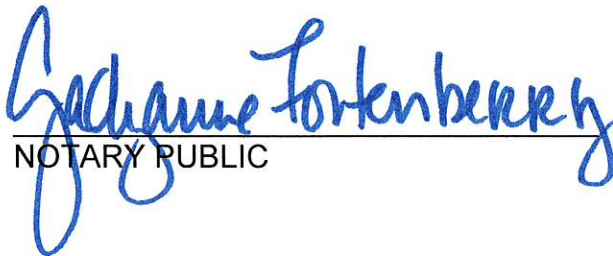


FLORENCE GARDENS, LLC

DATE: _____

TITLE

SWORN TO AND SUBSCRIBED TO ME before this 4th day of October, 2021.



NOTARY PUBLIC





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**

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: 

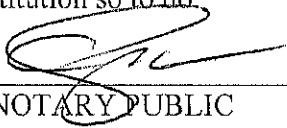
Name: JAMES R. NOEL

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

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

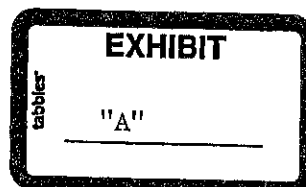
IN HIS CAPACITY as Vice President is authorized to execute on behalf of the Corporation as the Seller, all such documentation reasonably required for the sale of real estate described as undeveloped acreage, all known as Whitetail Ridge Subdivision, O'Neal Road, City of Gulfport, Harrison County, Mississippi 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



FOREST RIDGE PHASE 1

A SUBDIVISION LOCATED IN THE NW 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

BOUNDARY DESCRIPTION

A parcel of land being located in the NW 1/4 of Section 2, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Commencing at () ; thence ()
to a 1/2" iron rod found on the existing South right-of-way of Oneal Road, said point also being located at the Northeast corner of property now or formerly of Gary L. Cheeks & Doris T. Cheeks, (Instrument 2012-2737-D-11)(hereafter Cheeks) and being the Point Of Beginning, (said Point Of Beginning having grid coordinates N.353364.37 and E.810903.23 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (U.S. Survey feet), coordinates and courses herein are grid values based on said coordinate system using a scale factor of 0.999956163 with a convergence angle of -00°07'05.04068" (at the Point Of Beginning)); thence N 89°26'12" E 417.99 feet along the southern right-of-way of Oneal Road to a 1/2" iron rod found; thence S 00°27'02" E 540.00 feet along the West boundary of property now or formerly of Hugo George Gottlich Est., (Deed Book 1402, Page 617) to a 1/2" iron rod set; thence S 89°26'12" W 202.63 feet to a 1/2" iron rod set; thence S 00°33'48" E 453.92 feet to a 1/2" iron rod found; thence N 89°53'29" E 154.07 feet to a 1/2" iron rod set; thence N 82°24'09" E 117.89 feet to a 1/2" iron rod set; thence S 00°06'31" E 195.37 feet to a 1/2" iron rod found; thence N 89°53'29" E 82.01 feet to a 1/2" iron rod set; thence S 00°05'32" E 464.29 feet to a 1/2" iron rod set; thence S 27°36'24" E 197.90 feet to a 1/2" iron rod set; thence S 67°06'13" W 228.22 feet to a 1/2" iron rod set; thence N 00°15'32" W 201.03 feet to a 1/2" iron rod set; thence S 89°53'29" W 60.31 feet to a 1/2" iron rod found; thence N 00°06'31" W 3.95 feet to a 1/2" iron rod set; thence S 89°53'29" W 121.07 feet to a 1/2" iron rod set on the East boundary of Windsong Subdivision, Phase 3, (Plat Book 37, Page 51); thence N 00°34'16" W 393.25 feet along said East boundary of Windsong Subdivision, Phase 3 to a 1/2" iron rod found; thence S 89°53'29" W 170.00 feet along the North boundary of Windsong Subdivision, Phase 3 to a 1/2" iron rod set; thence N 00°06'31" W 190.00 feet to a 1/2" iron rod set; thence S 89°53'29" W 36.94 feet to a 1/2" iron rod found; thence N 00°06'31" W 147.20 feet to a 1/2" iron rod set; thence S 89°26'12" W 53.99 feet to a 5/8" iron rod found at the Southeast corner of Cheeks; thence N 00°25'27" W 321.82 feet along the East boundary of Cheeks to a 1/2" iron rod set; thence N 89°26'12" E 153.21 feet to a 1/2" iron rod set; thence N 00°33'48" W 321.82 feet to a 1/2" iron rod found; thence S 89°26'12" W 153.99 feet to a 1/2" iron rod set on the East boundary of Cheeks; thence N 00°33'48" W 321.83 feet along the East boundary of Cheeks to the Point Of Beginning.

said parcel of land containing 559,544 square feet, or 12.845 acres, more or less.

OWNER'S DEDICATION

This is to certify that FLORENCE GARDENS, LLC, is the owner of record of the tract of land described herein, and hereby declares this to be the official plat of FOREST RIDGE, PHASE 1 and further dedicates the streets and easements as shown hereon to the City of Gulfport forever.

WITNESS my signature this the _____ day of _____, 2021.

FLORENCE GARDENS, LLC

By:

RYAN GOLDIN, Manager/Member

ACKNOWLEDGMENT

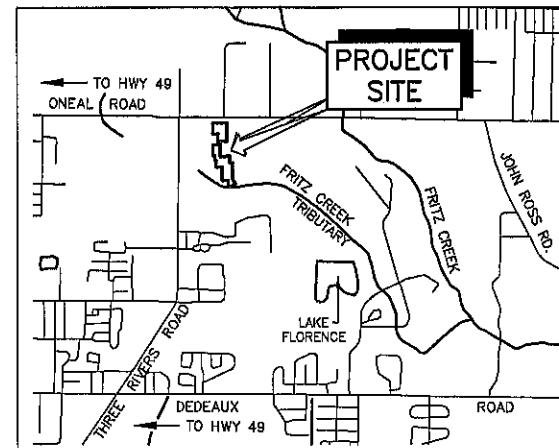
State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, RYAN GOLDIN, Manager/Member, of FLORENCE GARDENS, LLC, who acknowledged to me that he signed, sealed, and delivered this plat as authorized to do so by the corporation on the day and in the year set forth above.

GIVEN under my hand and seal this the _____ day of _____, 2021

My commission expires:

NOTARY PUBLIC



VICINITY MAP
(N.T.S.)

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

The Plat of FOREST RIDGE, PHASE 1 is hereby approved and accepted by the Gulfport City Planning Commission in accordance with its procedure for approving this plat and plans this the _____ day of _____, 2021.

CHAIRMAN, CITY PLANNING COMMISSION

CERTIFICATE OF ACCEPTANCE

This Plat has been submitted to and approved by the Mayor and City Council of the City of Gulfport, Mississippi, by order adopted and entered on their official Minute Book _____, Page(s) _____, held on the _____ day of _____, 2021.

MAYOR, CITY OF GULFPORT

CITY CLERK, CITY OF GULFPORT

SURVEYOR'S CERTIFICATE

I, JEFFREY C. COLLINS, a Professional Land Surveyor in the State of Mississippi, do hereby certify that the foregoing plat and description are true and correct to the best of my knowledge and belief.

WITNESS my signature this the _____ day of _____, 2021.

JEFFREY C. COLLINS, P.S. No. 2742

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JEFFREY C. COLLINS, P.S., who acknowledged to me that he signed, sealed, and delivered the foregoing certificate on the day and in the year set forth above for the purpose(s) therein expressed.

GIVEN under my hand and seal this the _____ day of _____, 2021

My commission expires:

NOTARY PUBLIC

CERTIFICATE OF RECORDATION

Filed and recorded by duplicate in the Record of Plats of Harrison

County, Mississippi, in Plat Book _____, Page _____, on the _____ day of _____, 2021.

CHANCERY CLERK

By:

DEPUTY CLERK

CERTIFICATE OF COMPARISON

We, the undersigned, do hereby certify that we have compared the ORIGINAL plat with the DUPLICATE plat of FLORENCE GARDENS, PHASE 1 and find the same to be an exact duplicate thereof.

CHANCERY CLERK

DEPUTY CLERK

JEFFREY C. COLLINS, P.S.

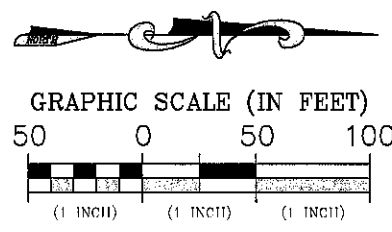
CITY ENGINEER'S APPROVAL

A bond or certified check has been posted, which is available to the city and in sufficient amount to assure such completion of all required improvements.

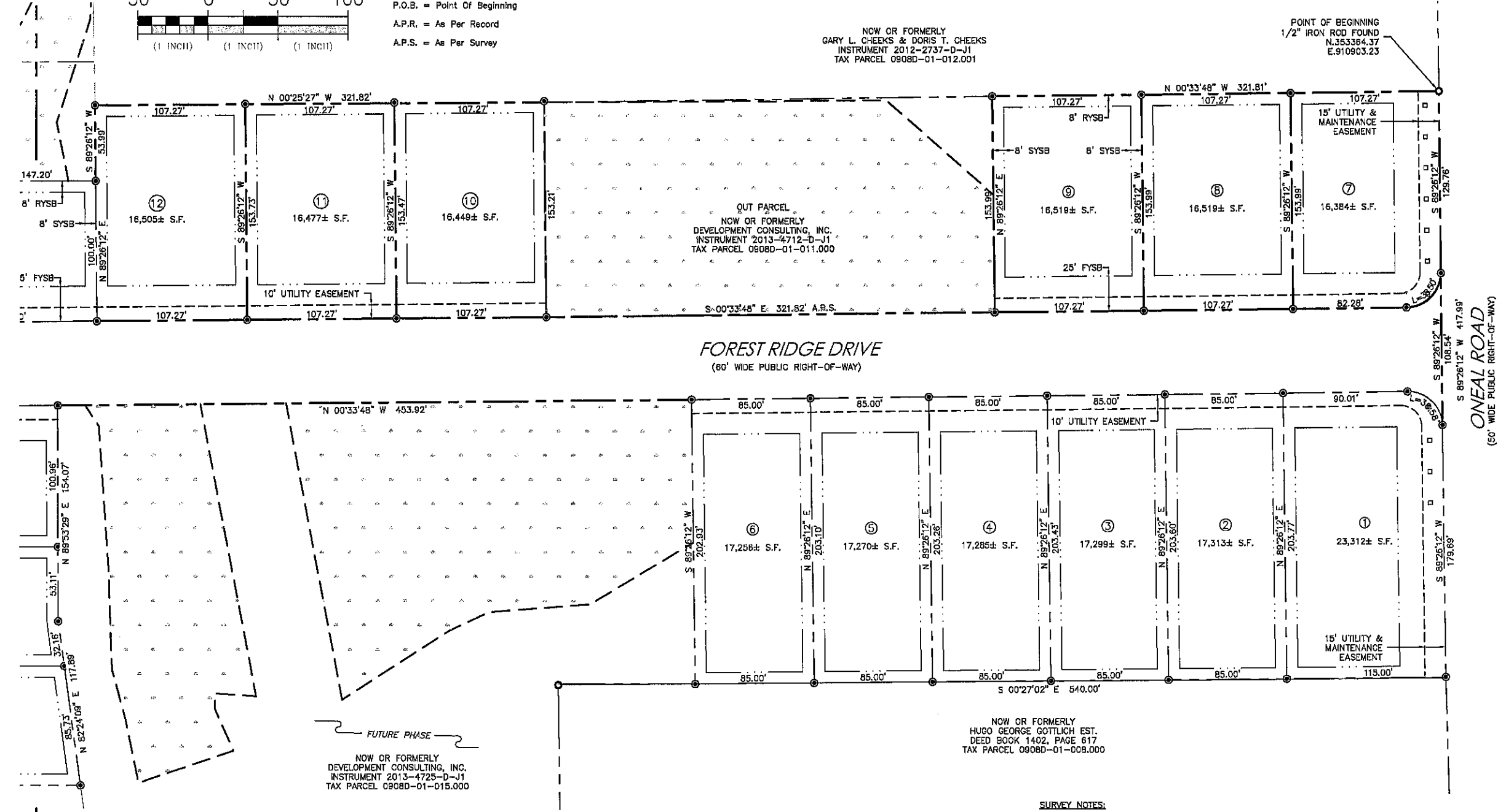
Final approval of Layout of Plat on this the _____ day of _____, 2021.

GULFPORT CITY ENGINEER

MATCH LINE TO
SHEET 2 OF 3



- LEGEND**
- = 1/2" iron rod found (unless otherwise noted)
 - = 1/2" iron rod set with cap (COA S-0007)
 - P.O.B. = Point Of Beginning
 - A.P.R. = As Per Record
 - A.P.S. = As Per Survey



Bearings and distances are based on the Mississippi State Plane Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.999955869 Convergence Angle = -00°06'54.63465" (at the Point Of Beginning)

MISSISSIPPI CLASS "B" SURVEY

FOREST RIDGE PHASE 1

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
Fax(228)436-7676

SURVEY NOTES:

Field work completed July 15, 2019.

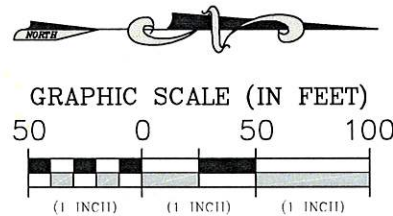
The total area contained within this plot is 12.971 Acres, more or less.

By graphical plotting only, this parcel is located in ZONE X of the flood hazard boundary and flood insurance rate map
Version Number: 2.3.3.3
Map Numbers: 28047C0254H
Map Revised: December 21, 2017

BUILDING SETBACKS: Zone R1-7.5 (See Lots 9 & 19 for typical setbacks)

FYSB (FRONT YARD SET BACK)	25'
SYSB (SIDE YARD SET BACK)	8'
Second Frontage	25'
RYSB (REAR YARD SET BACK)	8'

(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)



Bearings and distances are based on the Mississippi State Plane Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.999955869 Convergence Angle = -0°06'54.63465" (at the Point Of Beginning)

MISSISSIPPI CLASS "B" SURVEY

LEGEND

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- = 1/2" iron rod set with cap (COA S-0007)
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The total area contained within this plat is 12.971 Acres, more or less.

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Map Numbers: 28047C0254H

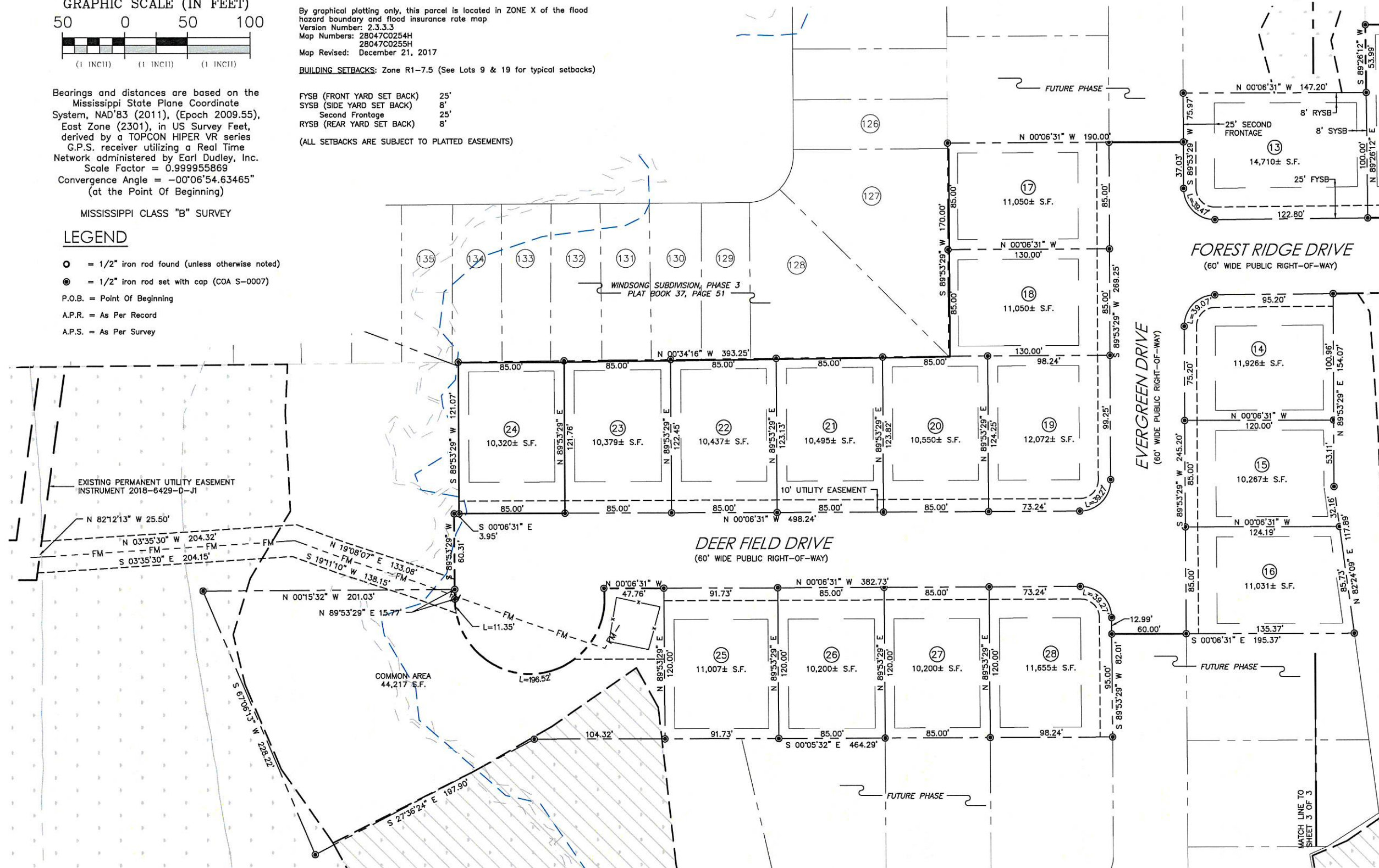
28047C0255H

Map Revised: December 21, 2017

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SYSB (SIDE YARD SET BACK) 8'
Second Frontage 25'
RYSB (REAR YARD SET BACK) 8'

(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)



FOREST RIDGE PHASE 1

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

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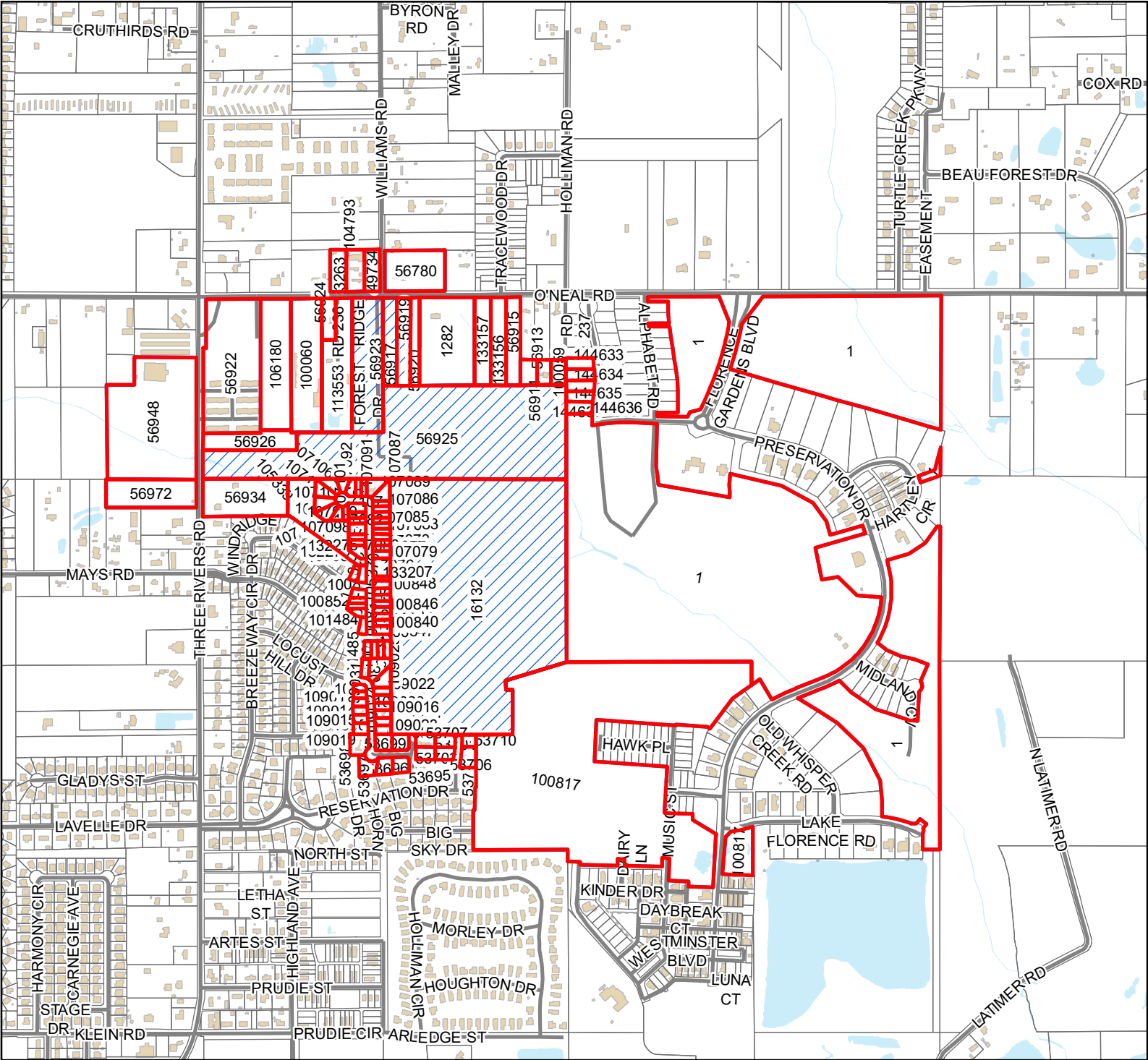
SHEET 3 OF 3

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			FLORENCE GARDENS (OWNER)	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
			BROWN, MITCHELL & ALEXANDER, INC (AGENT)	131 RUE MAGNOLIA	BILOXI	MS	39503
			Adjacent Property Owners				
	53695	0908E-01-030.000	ACEVEDO DANIELLA	100 EAGLE FEATHER LANE	GULFPORT	MS	39503
	107102	0908D-01-151.000	ADAIR HOLDINGS LLC	405 #115TH ST STE 100	OMAHA	NE	68154
	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
	107103	0908D-01-150.000	BATES STEVEN C	7722 WEST RASCHER AVE	CHICAGO	IL	60656
	100852	0908D-01-055.000	BLOOM JULIE R	12301 WINDWARD DR	GULFPORT	MS	39503
	53697	0908E-01-032.000	BONDS ELLIS BRYANT & CARMEN JOAN	102 WARPATH TR	GULFPORT	MS	39503
	101484	0908D-01-056.000	BRACKIN JEANNE M	12297 WINDWARD DR	GULFPORT	MS	39503
	53698	0908E-01-035.000	BREAULT RUSSELL R & MELISSA	104 WARPATH TRAIL	GULFPORT	MS	39503
	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 ROUSSEAU	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
	107096	0908D-01-157.000	D'AUTEUIL LINDA WALTERS	12343 WINDWARD DR	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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	109014	0908E-01-001.037	FARRELL MEAGHAN E & SCHEXNAILDER C	13397 LOCUST HILL DRIVE	GULFPORT	MS	39503
	101485	0908D-01-057.000	FITZGERALD SUZETTE W	13402 WINDSONG DRIVE	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
	107101	0908D-01-152.000	GLORIA TAMMY MARIE	12393 WINDWARD CIR	GULFPORT	MS	39503
	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
	132275	0908D-01-157.002	HALL CURREN J	12351 WINDWARD CIRCLE	GULFPORT	MS	39503
	107089	0908D-01-142.000	HANCOCK ANCE J & MICHELE A	12378 WINDWARD CIR	GULFPORT	MS	39503
	109017	0908E-01-001.039	HARRELL TANESHIA S	13383 LOCUST HILL DR	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
	109019	0908E-01-001.040	KARANJA PERIS W	13375 LOCUST HILL DR	GULFPORT	MS	39503
	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
	100850	0908D-01-053.000	MCCARLEY ROGER L	12309 WINDWARD DR	GULFPORT	MS	39503
	132276	0908D-01-157.001	MCDONALD JANELLE	19519 WEST WORTHMAN	SAUCIER	MS	39574
	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
	107100	0908D-01-153.000	MILLS CHANCELLOR L & JORDYN K	12375 WINDWARD CIRCLE	GULFPORT	MS	39503

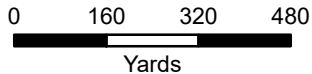
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	56934	0908D-01-016.000	MITCHELL MELISSA	17581 OLD HIGHWAY 49	SAUCIER	MS	39574
	107082	0908D-01-136.000	MJP DEVELOPMENT LLC	15240 CREOSOTE RD	GULFPORT	MS	39503
	105370	0908D-01-109.000	MOEINI MOHAMMAD	P O BOX 8833	GULFPORT	MS	39506
N	109015	0908E-01-001.038	MOEINI MOHAMMAD	P O BOX 8833	GULFPORT	MS	39506
	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
	109010	0908E-01-001.035	SAUSSY CHARLES	1025 MADSEN AVE	WIGGINS	MS	39577
	107098	0908D-01-155.000	SCHLEY PATRICIA	12365 WINDWARD CIRCLE	GULFPORT	MS	39503
	100839	0908D-01-042.000	SCOTT RACHAEL J	13395 WINDSONG DR	GULFPORT	MS	39503
	53696	0908E-01-031.000	SIMMONS HARVEY G -L/E-	100 WARPATN TRAIL	GULFPORT	MS	39503
	109012	0908E-01-001.036	SMITH RODERICK E	13401 LOCUST HILL 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
	105369	0908D-01-108.000	STEWART DAVID MATTHEW	13420 WINDRIDGE DR	GULFPORT	MS	39503
	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
	100851	0908D-01-054.000	SWITZER WILLIAM BRIAN	12305 WINDWARD DR	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
	107099	0908D-01-154.000	TROPHY FISH LLC	2347 LOST CHANNEL	BILOXI	MS	39531
	107078	0908D-01-132.000	VALENCIA AARON	707 E POTTER DRIVE	PHOENIX	AZ	85024

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
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	
107097	0908D-01-156.000	WHITTAKER JOSHUA L & MARIA P	12359 WINDWARD CR	GULFPORT	MS	39503	
133156	0908D-01-006.001	WILSON MICHAEL D	14121 S SWAN RD	GULFPORT	MS	39503	



Legend

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



1 inch = 1,000 feet



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

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



FLORENCE GARDENS

Master Deed Restrictions

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

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

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a new neighborhood development to be known as Florence Gardens. If all phases are completed, Florence Gardens would eventually comprise approximately 355 acres (the "Master Plan Area"), including the property described on Exhibit A.

B. This development is intended to establish pedestrian-friendly neighborhoods through the design of a range of lot sizes, narrower streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix, in part, commercial and residential uses in a way which provides the essentials of life and enlivens the community.

C. Detailed guidelines, to be known as the Florence Gardens Design Standards, or simply the Design Standards, regulate setbacks, porches, outbuildings, building materials, construction and design and other matters essential for the creation of outdoor and civic spaces and an attractive neighborhood. Each Parcel owner, by constructing a building in accordance with the Florence Gardens Design Standards, helps form the outdoor spaces of this community, which will enhance the value of all property within Florence Gardens.

D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty Lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.

E. To ensure the proper application of the Florence Gardens Design Standards and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.

F. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period and until all of the Master Plan Area has been sold by Founder, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control will be continued throughout the lifetime of the community. The Development Period shall commence with the filing of the Master Deed

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

IMPOSITION OF DEED RESTRICTIONS:

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

ARTICLE I: | Definitions

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

1.2. Documents.

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

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

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

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

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

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

1.3 Parties.

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

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

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

1.4 Land Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 Design Review Definitions.

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

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

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

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

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

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

1.6 Association Definitions.

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

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

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

(c) Board. “Board” is the Board of Directors of the Association.

(d) Articles. “Articles” are the Articles of Incorporation of the Association.

(e) Bylaws. “Bylaws” are the Bylaws of the Association.

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

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

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

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

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

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

ARTICLE II: | Development
Plan

2.1 Mixed Use.

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

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

2.2 Property Subject to Master Deed Restrictions.

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

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

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

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

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

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

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

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

ARTICLE III: | Design Standards

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

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

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

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

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

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

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

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

3.3 [Intentionally Deleted]

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

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

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

ARTICLE IV: | Review Procedure

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

- (a) Founder's Appointees. The Founder shall appoint all of the members during the Development Period, as defined in Section 1.5. Founder's appointees shall serve at the pleasure of the Founder.
- (b) Association's Appointees. At the sole discretion of the Founder during the Development Period, The Neighborhood, Town Center and any other District Associations may be permitted to appoint one or more members who are not affiliated with the Founder to the Design Review Committee. Such appointees, if permitted by Founder, shall vote on matters based upon the authority granted them by the Founder.

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

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

4.2 Construction Subject to Review.

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

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

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

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

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

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

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

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

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

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

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

4.3 Review Procedure.

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

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

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

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

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

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

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

4.4 Approval of Architects, Builders.

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

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

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

4.5 Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V: | Covenant to Complete
Building on Parcel

5.1 Restrictions on Building, Resale.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4 Subordination to Mortgage.

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

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

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

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

(i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

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

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

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

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

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

ARTICLE VI: | Founder's Additional
Reserved Rights

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.4 Name.

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

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

ARTICLE VII: | General Provisions

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

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

7.3 Amendment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature Page Follows)

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

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

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

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

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

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

EXHIBIT "A"

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

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



DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

November 1, 2021

FLORENCE GARDENS (OWNER)
12321 PRESERVATION DRIVE
GULFPORT, MS, 39503

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

RE: Final Plat 2111PC175, 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 Final Plat 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 Whom It May Concern:

The purpose of this letter is to inform you that the Gulfport City Planning Commission was unable to conduct the public hearing on October 28, 2021, due to lack of a quorum. This will advise you that the public hearing has been continued until **Thursday, November 18, 2021, at 4:30 P.M.** in the Council Chambers at the Gulfport City Hall, located at 2309 15th Street.

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.

A copy of the filed application to be considered and subsequent decision letter, after the public hearing, 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. You may also contract this office for details relating to this matter. Adjacent property owners will not be provided any further correspondence on the matter unless an appeal is filed but may, as stated above, contact this office for additional information.

Any interested party that may feel aggrieved by the decision of the Gulfport City Planning Commission may confirm by filing a written notice of appeal on or before fifteen (15) calendar days after the date of the Gulfport City Planning Commission 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 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. A filing fee for an appeal will apply. Please contact the above listed 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



DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

November 1, 2021

BROWN, MITCHELL & ALEXANDER, INC (AGENT)
131 RUE MAGNOLIA
BILOXI, MS, 39503

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

RE: Final Plat 2111PC175, 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 Final Plat 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 Whom It May Concern:

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A copy of the filed application to be considered and subsequent decision letter, after the public hearing, 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. You may also contract this office for details relating to this matter. Adjacent property owners will not be provided any further correspondence on the matter unless an appeal is filed but may, as stated above, contact this office for additional information.

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

Sincerely,
City of Gulfport Planning Division

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: **Zoning Map Amendment 2111PC176:**

Zoning Map Amendment 2111PC176 , by agent Freddie Fountain, tax parcel 0907J-01-001.005, Requests to rezone from R-1-15 (Single-family) to R-B (Residence business), Three Rivers Rd, Ward 6

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2111PC176

Hearing Date: November 18, 2021

Current Zoning/Use: R-1-15 / Vacant property

Legal: Zoning Map Amendment 2111PC176, by agent Freddie Fountain, tax parcel 0907J-01-001.005, Requests to rezone from R-1-15 (Single-family) to R-B (Residence business), Three Rivers Rd, Ward 6

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 8.35 acres of property from R-1-15 (Single-family) to R-B (Residence business). Currently, the property is vacant. In the application, it is stated that the parcel would be developed into a subdivision similar to the adjacent one to the west.

According to the City's 2002 Comprehensive Plan, this area was intended to become suburban moderate density residential.

The applicant has chosen public need and change in the character of the neighborhood as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. The applicant addresses change in character of the neighborhood and public need as "based on the abundance of new homes being built in the last few years."

In regards to the public need the applicant comments on the nearby development and the buyer's wants and needs for smaller lot sizes.

Technical Report

Zoning Map Amendment

EXECUTIVE SUMMARY

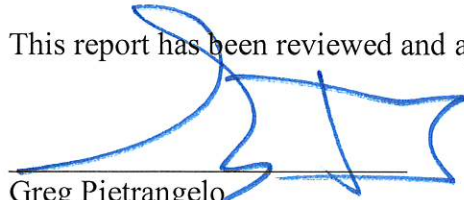
The plan of the City's growth indicated that moderate density would be allowed in this area and the item is addressed by the applicant. This area is currently zoned R-1-15 (Single-family) and is adjacent to an R-B (Residence business). Therefore, the rezoning would be in harmony with the adjacent area.

Any approval should consider these conditions:

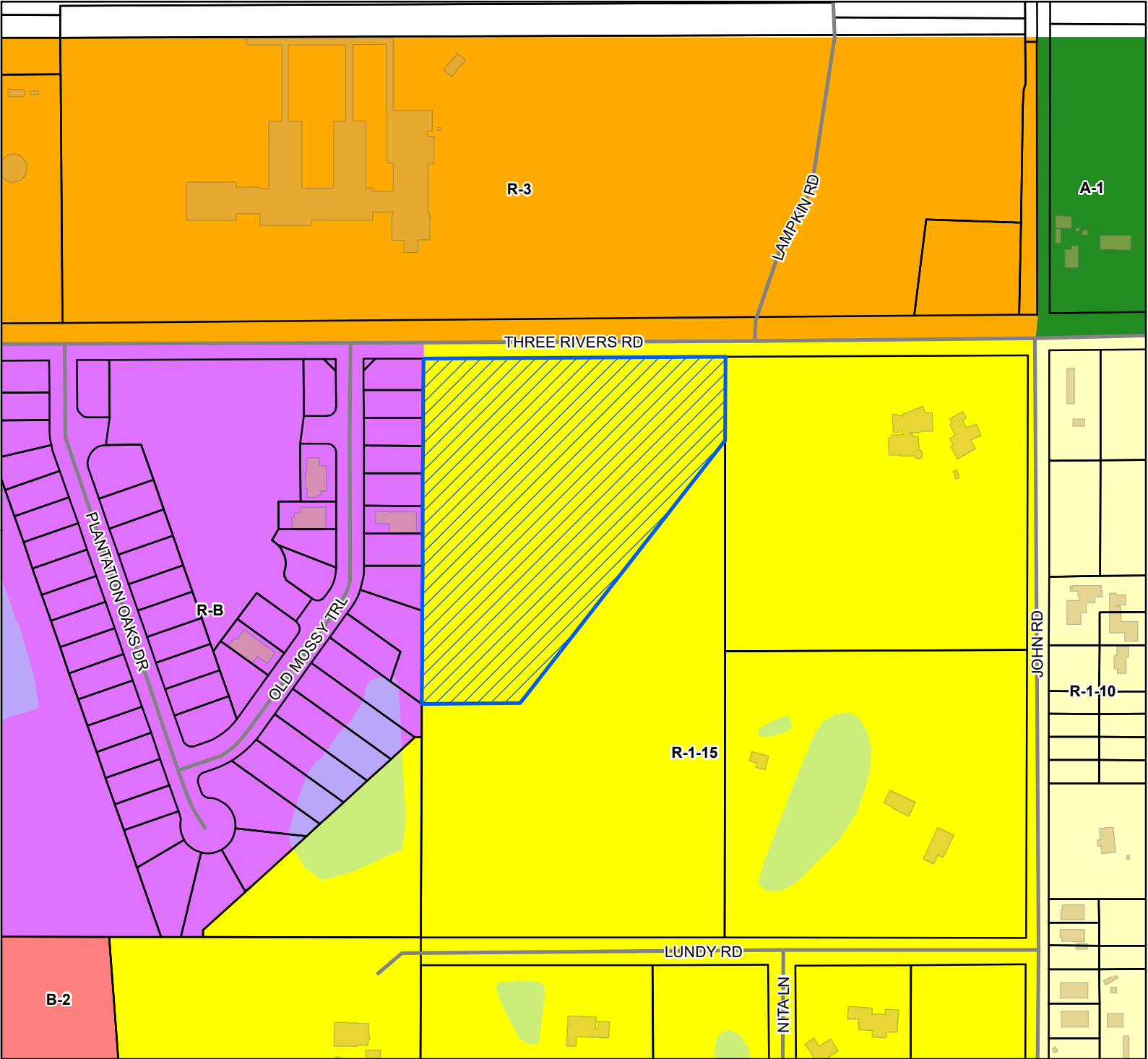
1. Approval would grant applicant to rezone property from R-1-15 (Single-family) district to R-B (Residence business) zoning district.
2. Must meet all current building codes and all other City of Gulfport Ordinances. Parcel contains some wetlands. If intent is to disturb the wetlands, it must first be mitigated.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

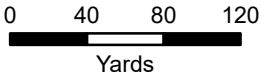


Greg Pietrangelo
Director of Urban Development Department



- Site
- Street
- Parcels
- Buildings
- Water Features
- Zoning**
 - A-1 - Agricultural District
 - B-2 - General Business District
 - R-1-10 - Single Family Residence (Low Density)
 - R-1-15 - Single Family Residence District (Low Density)
 - R-3 - General Residence (High Density)
 - R-B - Residence-Business District

Site Information
0907J-01-001.005
Zoning: R-1-15 (Single Family Residence)
Size: 8.35 acres
Flood: X



1 inch = 300 feet



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



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

For Staff Use Only

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

Property Information

TAX PARCEL #

0	9	0	7	J

 -

0	1

 -

0	0	1

 ●

0	0	5

Case File #: 2111PC176Date Received: 10/5/21

Receipt #: _____

Received By: CLZoning: R-1-15Ward: 6 Flood: X

(If necessary, use separate sheet of paper)

Address of Property Involved: 0 Three Rivers Road

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

General Location: South of Three Rivers Road, East of Old Mossy Trail, and West of John Road**GENERAL DESCRIPTION OF REQUEST:**

Rezoning of an 8.35 acre parcel of land on Three Rivers Road from R-1-15 to R-B. The grounds for this request is based on a change of character in the neighborhood.

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

Plantation Oaks, LLC

Printed Name Of Owner

1460 Beach Blvd

Mailing Address

Biloxi MS 39530

City State Zip code

228-218-0040

Home Phone Work/Cell Phone

rbaudry1@gmail.com

Email

Signature Of Owner

Freddie Fountain

Printed Name Of Agent

1822 15th Street, Ste. 12

Mailing Address

Gulfport MS 39501

City State Zip code

228-861-5209

Home Phone Work/Cell Phone

freddie@fountainllc.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.

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) Plantation Oaks, LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE) 1460 Beach Blvd Biloxi, MS 39530

PHONE # (H) _____ (W) 228-218-0040

TAX PARCEL NUMBER(S) OWNED 0907J-01-001.005

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

PERSON/AGENT FOR YOU: _____

**Plantation Oaks, LLC
1460 Beach Blvd
Biloxi, MS 39530**

October 5, 2021

City of Gulfport
Planning Department
1410 24th Avenue
Gulfport, MS 39502

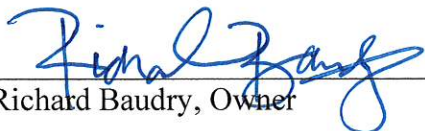
**RE: Agent Letter for Application for
Zoning Map Amendment/Land Use Reclassification
Tax Parcel #s: 0907J-01-001.005
Gulfport, Mississippi**

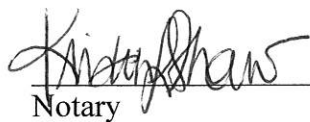
To Whom It May Concern:

Please allow this letter to serve as official notice that **Freddie Fountain**, is authorized to act as agent on behalf of **Plantation Oaks, LLC** in any Planning Commission or City Council matters for the above referenced address.

If you have any questions, please call me at 228-218-0040.

Sincerely,


Richard Baudry, Owner


Notary





Narrative for Zoning Map Amendment for Parcel # -0907J-01-001.005

The proposed project is being requested by Fountain & Associates on behalf of Plantation Oaks, LLC who is the Owner of the subject property. This owner previously developed the subdivision abutting this property on the west side. This parcel would be developed similarly with the proposed lots being similar in size. This application is asking for the rezone of the subject 8.5 acre parcel from R-1-15 to R-B which is the same zoning district as the abutting property to the west. The basis of this request is due to a change of character in the neighborhood and a public need. In the last few years, this area has seen an abundance of new homes being built. Some of these homes were built on lots that were approximately 7,500 and some were built on lots smaller than 7,500 sf. The neighborhoods that are being referenced are Plantation Oaks Phase One, Turtle Creek, and Hidden Oaks. The development of these size lots are based on Buyer's wants and needs. There is a need for homes on lots of this size. There are a lot of people out there that do not want a large yard to have to maintain. People are moving away from wanting big lots. That's more for them to maintain and is more land than they need. Once approved, this property will be in harmony with the zoning of the property to the west. The intention of this rezone is to develop a subdivision that would be another phase of the subdivision to the west. After rezoning approval, construction plans of the proposed subdivision will be prepared and submitted for General Plan Approval. Once that is approved, we will continue with any other local approvals needed and proceed with permitting through MDEQ and MSDH. Once all required permitting is obtained, construction of the proposed subdivision will begin. Once construction is completed, we will apply for Final Plat Approval, and once Final Plat Approval is obtained the subdivision will then be sold to home builders. This process is expected to take between eight and twelve months depending on multiple variables.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Plantation Oaks, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	987391
Status:	Good Standing
Effective Date:	08/10/2011
State of Incorporation:	Mississippi
Principal Office Address:	1460 Beach Blvd. Biloxi, MS 39530

Registered Agent

Name
Richard D. Baudry
1460 Beach Blvd.
Biloxi, MS 39530

Officers & Directors

Name	Title
Richard D Baudry 1460 Beach Blvd. Biloxi, MS 39530	Manager

F0108
Fee: \$



Michael Watson
SECRETARY OF STATE

2021186594

Business ID: 987391
Filed: 04/07/2021 05:45 PM
Michael Watson
Secretary of State

2021 LLC Annual Report

Business Information

Business ID: 987391

Business Name: Plantation Oaks, LLC

State of Incorporation: MS

Business Email: rbaudry1@gmail.com

Phone: (***)***-****

FEIN: **-*****

Principal Address: 1460 Beach Blvd.
Biloxi, MS 39530

Registered Agent

Name: Richard D. Baudry

Address: 1460 Beach Blvd.
Biloxi, MS 39530

Managers and Members

Managers

Name:

Richard D Baudry
Manager

Address:

1460 Beach Blvd.
Biloxi, MS 39530

Officers

Title/Name:

Address:

Director:

President:

☐

Vice President:

☐

Secretary:

☐

Treasurer:

☐

☒ This LLC has a written Operating Agreement.

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

TELEPHONE: (601) 359-1633

NAICS Code/Nature of Business

237210 - Land Subdivision

237210 - Land Subdivision

237210 - Land Subdivision

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **04/07/2021**.

Name:

Richard Baudry

Member

Address:

1460 BEACH BLVD

BILOXI, MS 39530-3530

Officers List

Name:

Richard D Baudry
Manager

Address:

1460 Beach Blvd.
Biloxi, MS 39530

SCANNED



1st Judicial District
Instrument 2011 5988 D -J1
Filed/Recorded 9/16/2011 02:18 P
Total Fees \$ 12.00
3 Pages Recorded

PREPARED BY AND RETURN TO JERRY D. RILEY
RILEY LAW FIRM / P O BOX 550 GULFPORT MS
39502 228-864-4511/ #5359

GRANTOR: BCH Properties, LLC
10600 Derry Lane
Ocean Springs, MS 39564
228-218-0040
GRANTEE: Plantation Oaks, LLC
10600 Derry Lane
Ocean Springs, MS 39564
228-218-0040



STATE OF MISSISSIPPI
COUNTY OF Harrison

Indexing: NW 1/4 of NW 1/4
in Section 36, Township 6 South,
Range 11 West, Harrison co., MS

W A R R A N T Y D E E D

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned BCH Properties, LLC, a Mississippi Limited Liability Company, does hereby sell, convey and warrant unto Plantation Oaks, LLC, a Mississippi Limited Liability Company, the following described land and property located and being situated in Harrison County, State of Mississippi and being more particularly described as follows, to-wit:

See Attached Exhibit "A"

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights of way, easements and the prior reservation of any oil, gas and other minerals.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantee, or its assigns, any deficit on an actual proration, and likewise, the Grantee agrees to pay to the Grantor, or its assigns, any amount overpaid by it.

WITNESS THE SIGNATURE of the above company by its Members after being duly authorized so to execute and deliver the same, this the 15th day of September, 2011

BCH Properties, LLC

Ira S. Herrington, Member

Clifford A. Crosby, Member

Derry Lane, Inc., Member

By: Richard Baudry, President

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 15th day of September, 2011, within my jurisdiction, the within named Richard Baudry, who acknowledged to me that he is President of Derry Lane, Inc, a Mississippi Corporation, a Member of BCH Properties, LLC, a limited liability company, and that for and on behalf of said corporation as member of said limited liability company, and as the act and deed of said corporation as member of said limited liability company, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

Ann B. Allen
Notary Public

My Commission Expires: _____



STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 15th day of September, 2011, within my jurisdiction, the within named Clifford A. Crosby, a Member of BCH Properties, LLC, a limited liability company, and that for and on behalf of said corporation as member of said limited liability company, and as the act and deed of said corporation as member of said limited liability company, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

Ann B. Allen
Notary Public

My Commission Expires: _____



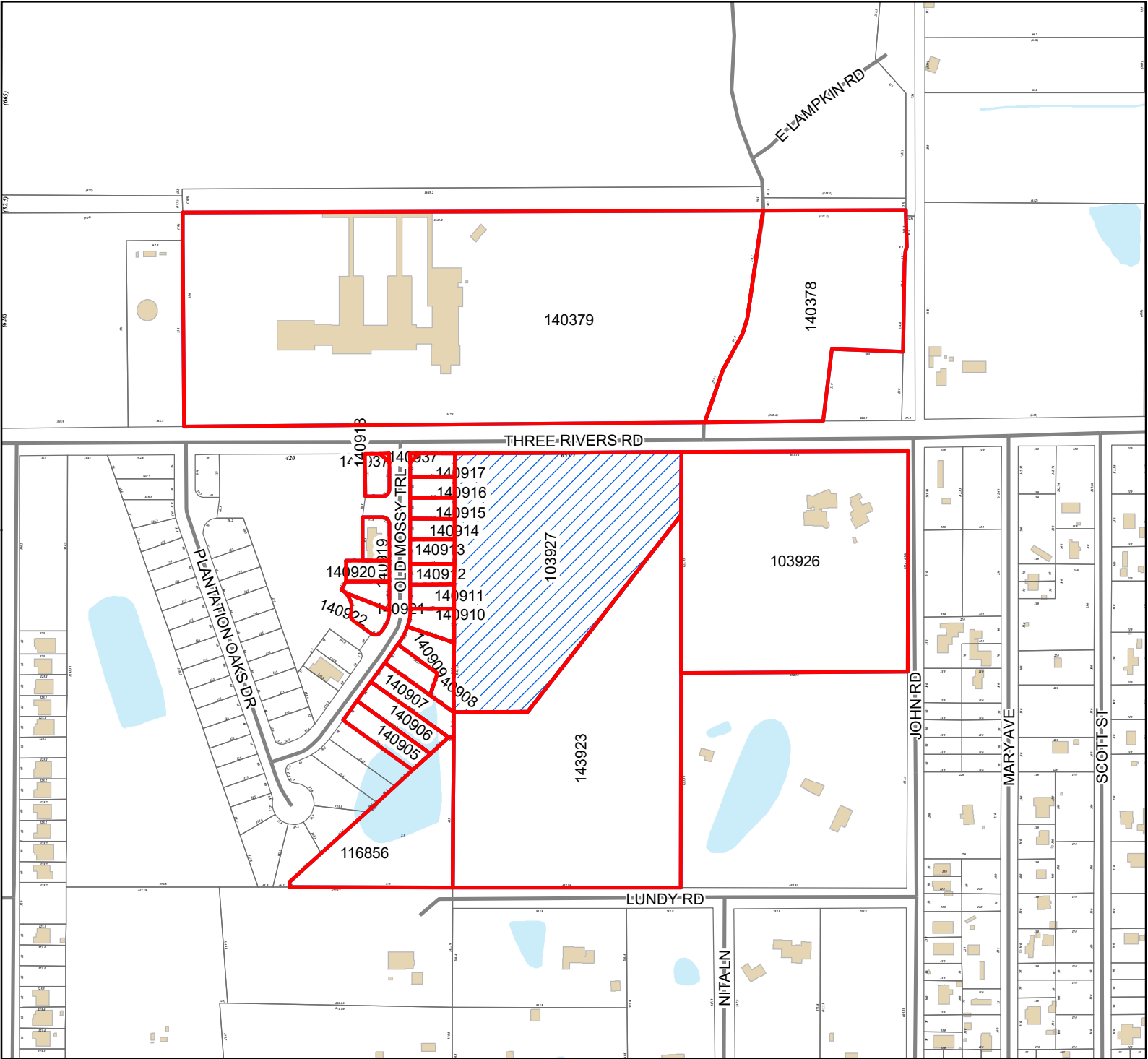
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 15th day of September, 2011, within my jurisdiction, the within named Ira S. Herrington, a Member of BCH Properties, LLC, a limited liability company, and that for and on behalf of said corporation as member of said limited liability company, and as the act and deed of said corporation as member of said limited liability company, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

Ann B. Allen
Notary Public

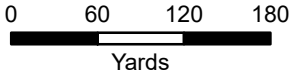
My Commission Expires: _____





Legend

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



1 inch = 400 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			PLANTATION OAKS, LLC (OWNER)	1460 BEACH BLVD	BILOXI	MS	39530
			FREDDIE FOUNTAIN (AGENT)	1822 15TH STREET	GULFPORT	MS	39501
			Adjacent Property Owners				
	140914	0907J-01-001.077	ACADIAN HOMES LLC	P O BOX 268	BILOXI	MS	39533
N	140916	0907J-01-001.079	ACADIAN HOMES LLC	P O BOX 268	BILOXI	MS	39533
	103926	0907J-01-001.004	BROWN VANESSA L	13481 JOHN RD	GULFPORT	MS	39503
	140378	0907G-01-001.012	ELLIOTT LAND DEVELOPMENTS LLC	1402 PASS RD	GULFPORT	MS	39501
	140912	0907J-01-001.075	FRATANTUONO GENENDAL PRICE & GERALD	14058 OLD MOSSY TRAIL	GULFPORT	MS	39503
	140919	0907J-01-001.082	GATEWAY INVESTMENT GROUP LLC	P O BOX 268	BILOXI	MS	39533
	140379	0907G-01-001.010	HARRISON CO SCHOOL DISTRICT	11072 HWY 49	GULFPORT	MS	39503
	140905	0907J-01-001.068	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	140906	0907J-01-001.069	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	140907	0907J-01-001.070	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	140908	0907J-01-001.071	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	140910	0907J-01-001.073	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	140911	0907J-01-001.074	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	140913	0907J-01-001.076	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	140915	0907J-01-001.078	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	143923	0907J-01-001.103	PLANTATION OAKS LLC	PO BOX 268	BILOXI	MS	39533
N	116856	0907J-01-001.013	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	140917	0907J-01-001.080	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	140918	0907J-01-001.081	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
	140937	0907J-01-001.100	PLANTATION OAKS LLC	10600 DERRY LANE	OCEAN SPRINGS	MS	39564
N	140909	0907J-01-001.072	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	140922	0907J-01-001.085	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	140921	0907J-01-001.084	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	103927	0907J-01-001.005	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
	140920	0907J-01-001.083	ROBIN BRENT A & KIMBERLY K	14063 OLD MOSSY TRAIL	GULFPORT	MS	39503

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:****IPL0047366****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**

October 28, 2021 4:07:23 PM EDT

Amount:

50.52

SCHEDULE FOR AD NUMBER IPL00473660

November 3, 2021
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00473660**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, November 18, 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 2110PC162, by agent Felix L. Lee, tax parcels 0811E-02-018.000, 0811E-02-019.000, Request to rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1715 and 1721 29th Avenue, Ward 2

Planning Commission Approval 2111PC172, by agent Heather L. Wilson, tax parcel 0808D-01-004.000, Requests home occupation for hobby sales of homemade soap, 12505 Depew Road, Zoned R-1-10 (Single-family), Ward 7

Planning Commission Approval 2111PC174, by owner Hazel Ann Beavers, tax parcel 0711L-02-029.001, request home occupation for a mobile notary, 1608 Rhorer Ave. Zoned R-1-7.5 (Single family), Ward 1

Final Plat 2111PC175, 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 Final Plat 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 2111PC176, by agent Freddie Fountain, tax parcel 0907J-01-001.005, Requests to rezone from R-1-15 (Single-family) to R-B (Residence business), Three Rivers Rd, Ward 6

General Plan 2111PC177, by owner River Point Estates, LLC, tax parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, and 1007O-01-028.008, Approval of General Plan for a 7-lot subdivision (River Point Estates), O'Neal Rd, Zoned R-E (Residence estate), Ward 6

Final Plat 2111PC178, by agent Brown, Mitchell, and Alexander, Inc., tax parcel 1009E-02-002.001, Request approval for multiple buildings on one property, 10185 Lorraine Rd, Zoned I-1 (Light industry), Ward 5.

Planning Commission Approval 2111PC179, by owners Khristopher and Kayla Dedeaux, tax parcel 1008F-01-003.037, Request home occupation for online women's clothing boutique, 10830 Plummer Circle, Zoned R-1-10 (Single-family), Ward 6

Special Exception 2112SE181, by agent Ryan Goldin, tax parcel 0910B-04-025.000, Requests a Day Care use, 55 51st St, Zoned R-1-7.5 (Single-family), Ward 4

This the 27th day of October 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: General Plan 2111PC177:

General Plan 2111PC177, by owner River Point Estates, LLC, tax parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, and 1007O-01-028.008, Approval of General Plan for a 7-lot subdivision (River Point Estates), O'neal Rd, Zoned R-E (Residence estate), Ward 6

Technical Report

*General Plan
(River Point Estates)*

GENERAL INFORMATION

Case File Number: 2111PC177

Hearing Date: November 18, 2021

Current Zoning/Use: R-E / Vacant Property

Legal: General Plan 2111PC177, by owner River Point Estates, LLC, tax parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, and 1007O-01-028.008, Approval of General Plan for a 7-lot subdivision (River Point Estates), O'Neal Rd, Zoned R-E (Residence estate), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a General Plan to redevelop existing parcels into a 7-lot 8.43-acre residential subdivision, named River Pointe Estates. This new subdivision would be a continuation of O'Neal Road, though the applicant proposes a new street name of Cypress Bend. As proposed, the street name does not meet current City of Gulfport Ordinances and guidelines. Conditions are proposed that should clear up the naming scheme.

Regulations state that the minimum property size for new single-family home in this zoning district is 1 acre with a front yard setback of 45 feet and a side and rear yard setbacks of 25 feet. In review of the General Plan, there are several issues created by the proposed project that are inconsistent with the ordinance. First, this is a dead end road extension of a dead end road well beyond the 600-foot limit, with remedies being a bridge, or a larger roadway design that might would travel along the river to create other connections. Second, the proposed right-of-way is 50 feet where 60 feet is required by ordinance and engineering conditions.

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

Any approval should consider these conditions:

1. The street name of Cypress Bend has a suffix of Bend that is not acceptable. Suffixes of Trail (Trl) and Point (Pt) would fit within naming parameters.
2. Water and sewer to be constructed in accordance with will serve letter.
3. Plans to be submitted at time of permitting
4. Need a 60-foot Right-Of-Way.
5. All construction shall comply with City Building Codes and Floodplain Ordinances.
6. Need a tree survey to show protected trees per Chapter 8 of City ordinances. Protected trees need to be preserved.

Technical Report

*General Plan
(River Point Estates)*

DEPARTMENTAL CONDITIONS

Engineering:

Conditions. Memo dated 11/5/21.

1. Water & sewer to be constructed in accordance with will serve letter.
2. Plans to be submitted at time of permitting
3. Need 60' ROW.

Public Works:

No conditions. Memo dated 11/5/21.

Traffic and Safety:

No conditions. Memo dated 11/5/21.

Building Code Services:

Conditions: City of Gulfport's floodplain ordinance. Must comply with all current building codes and City of Gulfport Ordinances. Memo dated 11/2/21.

GIS:

No conditions. Memo dated 11/8/21.

Police Department:

No conditions. Memo dated 11/3/21.

Fire Department:

No conditions. Memo dated 11/3/21.

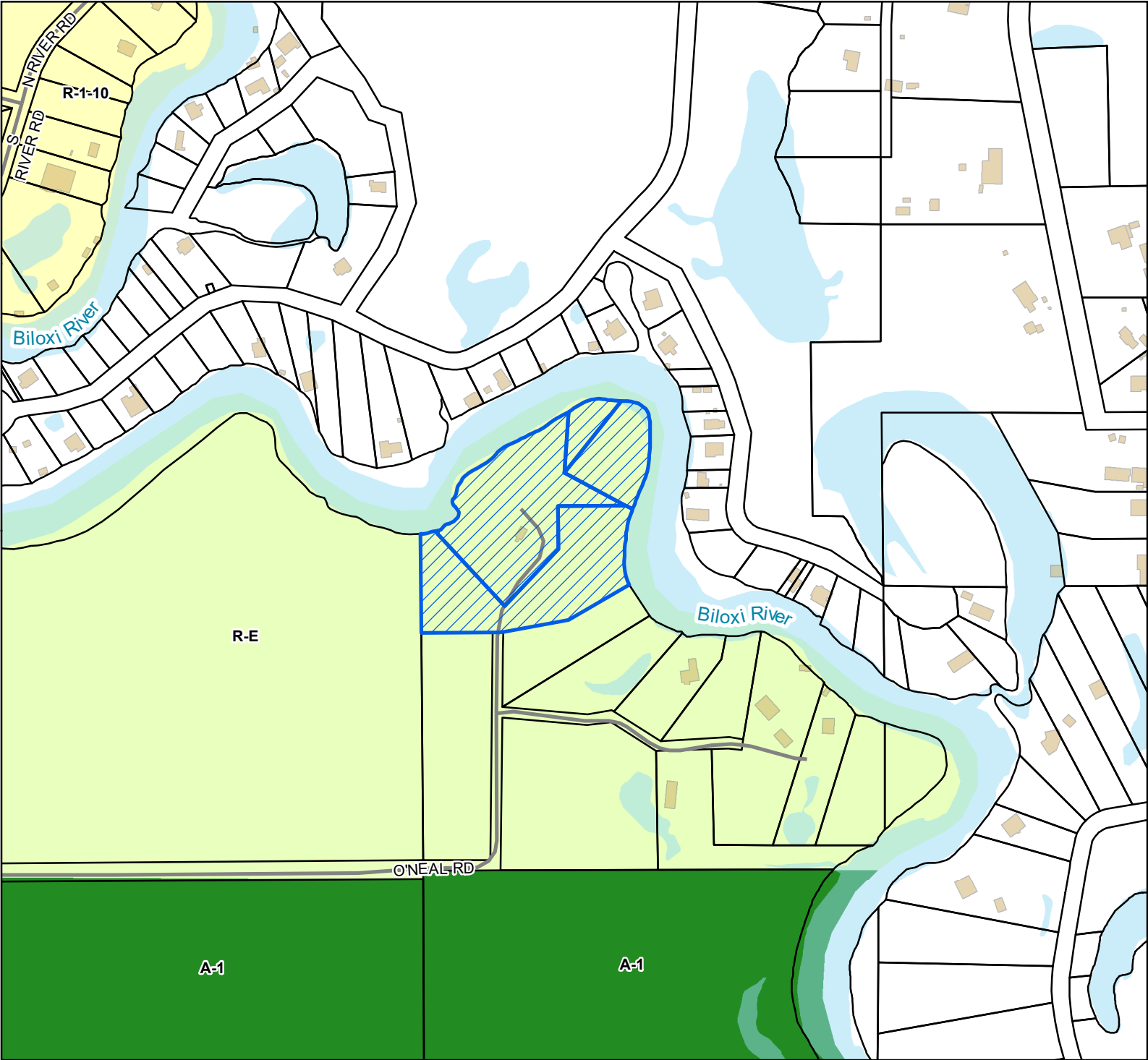
City Arborist:

Conditions: Need a tree survey to show protected trees per Chapter 8 of City ordinances. Protected trees need to be preserved. Memo dated 11/3/21.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department



Site

Street

Parcels

Buildings

Water Features

Zoning

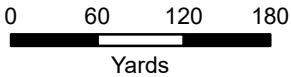
A-1 - Agricultural District

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

R-E - Residence-Estate

Site Information

1007O-01-028.000
1007O-01-028.014
1007O-01-028.012
1007O-01-028.008
Zoning: R-E (General Residence District)
Size: 7.24 acres
Flood: AE



1 inch = 400 feet



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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 #: 2111PC177Date Received: 10/5/21

Receipt #: _____

Received By: CL

Zoning: _____

Ward: _____ Flood: _____

Size: _____

TAX PARCEL #										Property Information									
1 0 0 7 0					0 1		0 2 8			0 0 0									
1	0	0	7	0	0	1	0	2	8	0	1	4							
1	0	0	7	0	0	1	0	2	8	0	1	2							
1	0	0	7	0	0	1	0	2	8	0	0	8							

(If necessary, use separate sheet of paper)

Address of Property Involved: 10550 Oneal Road, Gulfport, MS

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

General Location: Located on Oneal Road, East of CR 605**GENERAL DESCRIPTION OF REQUEST:**

We would like to subdivide the property into 7 single family residential 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**

River Point Estates, LLC

Printed Name Of Owner

2112 Bienville Blvd, Suite B-1

Mailing Address

Ocean Springs MS 39564

City	State	Zip code
(205) 283-8824		

Home Phone _____ Work/Cell Phone _____

bwd217@bellsouth.net

Email

blenangus77@gmail.com

Signature Of Owner

Printed Name Of Agent

Mailing Address

City	State	Zip code
------	-------	----------

Home Phone _____ Work/Cell Phone _____

Email

Signature Of Agent

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

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



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
River Pointe Estates LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1294183
Status:	Good Standing
Effective Date:	07/15/2021
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
Glen Allison Angus 2112 Bienville Blvd., Ste. B1 Ocean Springs, MS 39564

Officers & Directors

Name	Title
Glen Allison Angus 2112 Bienville Blvd., Ste. B1 Ocean Springs, MS 39564	Manager



COMMITMENT FOR TITLE INSURANCE

The following is provided for reference purposes, only, and does not limit or modify the provisions of the enclosed commitment.

File No.: 2021-R-090

Buyer or
Borrower: River Pointe Estates, LLC

Property 10550 O'Neal Road
Address: Gulfport, MS 39501 County: Harrison

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, The Security Title Guarantee Corporation of Baltimore, a Maryland Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This Commitment is not complete without Schedules A and B and is valid only when countersigned by an authorized officer or Agent of the Company.

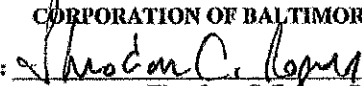
Issued By:

Sheehan & Ramsey, P.L.L.C.
429 Porter Avenue
Ocean Springs, MS 39564

Authorized Signatory:


Patrick A. Sheehan
9403289

THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE

By: 
Theodore C. Rogers, President

ATTEST:

By: 
Marlene R. McGraw, Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by The Security Title Guarantee Corporation of Baltimore. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I --Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II --Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

COMMITMENT FOR TITLE INSURANCE**SCHEDULE A****THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
BALTIMORE, MARYLAND**

Inquiries Should Be Directed To: PATRICK A. SHEEHAN, Agent

Commitment Number	Amount of Insurance	Effective Date	Agent File No.
Loan A16104673	\$250,000.00	8/4/21	2021-R-090
Owner A16104673	\$250,000.00	8/4/21	2021-R-090

1. Policy or Policies to be Issued:

(a) ALTA Owners Policy - X **River Pointes Estates, LLC, a Mississippi limited liability company**

Proposed Insured:

(b) ALTA Loan Policy - x **FHC, Inc., a California Corporation**
Proposed Insured: **Fred D. Howser, President**

(c) ALTA Residential Owner's Policy -
Proposed Insured:

(d) Policy -
Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is: **FEE SIMPLE**

3. Title to said estate or interest is at the effective date hereof vested in: **Coast Acquisitions, LLC.**

4. The land referred to in this Commitment is located in the County of **Harrison, (First Judicial District)** State of **Mississippi**, and is known as being further described as:

A parcel of land situated and being located in the Southwest One-Fourth of the Southwest One-Fourth (SW ¼ of the SW ¼) of Section 32, Township 6 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commence at the Southwest corner of said Section 32, Township 6 South, Range 10 West, thence run North 00 degrees 07 minutes 00 seconds West along the West line of said Section 32 for a distance of 700 feet to a concrete monument and the Point of Beginning of the parcel herein described; thence run East for a distance of 244.0 feet to an iron pipe; thence run North 79 degrees 29 minutes 00 seconds East for a distance of 200.0 feet to an iron pipe; thence run North 59 degrees 26 minutes 00 seconds East for a distance of 197.0 feet to an iron pipe; thence continue North 59 degrees 26 minutes 00 seconds East for a distance of 17 feet, more or less, to a point on the West Bank of the Biloxi River; thence run Northwesterly, Northeasterly, Northwesterly and Southwesterly along said West Bank of the Biloxi River to a point on the West line of Section 32, and which is North 00 degrees 07 minutes 00 seconds West a distance of 273.0 feet from the Point of Beginning, thence run South 00 degrees 07 minutes 00 seconds East for a distance of 273.0 feet to the Point of Beginning.

THIS COMMITMENT FOR TITLE INSURANCE IS VALID ONLY IF THE JACKET IS COUNTERSIGNED BY AN AUTHORIZED SIGNATORY AND SCHEDULE B IS ATTACHED.

**THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
BALTIMORE, MARYLAND**Commitment No. A16104673Agent File No. 2021-R-0090**REQUIREMENTS**

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment of all taxes, charges, assessments, levied and assessed against subject premises which are due and payable.
3. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - a. Execution and recordation without intervening rights of a security instrument by the Owner to the insured, securing an indebtedness in the sum as shown in Schedule A hereof.
4. Full consideration for the interest or estate to be insured must be paid to or for the account of grantors or mortgagors.
5. Furnish satisfactory evidence that there are no outstanding mechanics or materialman's liens against the property.
6. Execution of Gap Indemnity Agreement in a form acceptable to the Company.
7. Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination to the information revealed by such search requires provided, however, that such exceptions or requirements shall not relieve Company for its liability under this Commitment, arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed such proceeds.
8. Satisfactory evidence must be furnished as to the proper formation of the Grantor and/or Grantee business entities prior to closing this transaction, together with proof as to the current good standing of each entity. In addition, the articles of formation and any amendments thereto, by-laws of said and certified copies of the resolutions of the governing body of said entities, resolution must set forth the consideration and the terms of the transaction. The Company reserves the right to make such additional requirements as it may deem necessary.
9. Execution of an Owner's/Seller's Affidavit in a form acceptable to the Company.
10. Payment of the premium and other fees and costs due the Company.
11. The Company reserves the right to make further requirements and/or exceptions after receipt and review of the proposed document, and is able to ascertain all details of the proposed transactions.
12. All recording references are to the land records for Harrison County, Mississippi, unless otherwise noted.
13. Payment of delinquent property taxes for tax year 2020 for Parcels No. 1007O-01-028.000; 1007O-01-028.008; 1007O-01-028.012 and 1007O-01-028.014.
14. Redemption of tax sales for tax years 2018 and 2019 for Parcels No. 1007O-01-028.000; 1007O-01-028.008; 1007O-01-028.012 and 1007O-01-028.014. Note that 2018 taxes must be redeemed prior to August 26, 2021 or the properties will be forfeited.

**THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
BALTIMORE, MARYLAND**Commitment No. A16104673Agent File No. 2021-R-090**EXCEPTIONS**

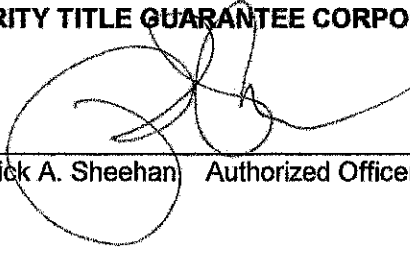
Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. All matters and facts, including, but not limited to, discrepancies, encroachments, overlaps, boundary line disputes, shortage in area, which would be disclosed by a correct survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Those taxes and special assessments which become due and payable subsequent to effective date.
7. Taxes or special assessments which are not shown by public record.
8. Any reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand, clay and gravel in, on and under subject land.
9. The Company does not insure the exact square footage or acreage of the subject land.
10. Any liability or loss due to environmental contamination or hazardous materials on or within said property, or due to violation of any environmental protection law of any governmental body.
11. Rights of others, including the public, in and to the use of roads which traverse or abut the property.
12. Rights of others, including the public, in and to the use of waterways of any nature, which may traverse, be contained within, or abut the property, including littoral and/or riparian rights.

INCLUDED IN AND FORMING PART OF THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
COMMITMENT NO. A16104673

BLANK

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE



Patrick A. Sheehan Authorized Officer or Agent

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
Six South Calvert Street, Baltimore MD 21202-1388

PRIVACY NOTICE

This Privacy Notice is provided on behalf of The Security Title Guarantee Corporation of Baltimore.

Congress recently passed the Gramm-Leach-Bliley (GLB) Act, which deals in part with how the financial services industry handles nonpublic personal financial information. Security Title recognizes that the foundation of our business is maintaining your trust and confidence. In order to provide you with the most effective and beneficial service, we must maintain information about you. Keeping that information secure and private is important to us. This notice is provided to you so that you may know how we collect information about you, the type of information we collect, what we may disclose to our affiliates and non-affiliated third parties, and the steps we take to protect personal information about you.

WHAT WE COLLECT

First, we must collect a certain amount of personal information about you in order to provide customer service, offer new products or services, evaluate claims, administer products, and fulfill legal and regulatory requirements. Therefore, as part of our servicing of your requests, we may obtain certain nonpublic personal information about you. This information includes facts and data that we receive from you, real estate agents, lenders, government agencies, and/or other authorized persons in varying manners, including but not limited to applications, company required forms, telephone calls, correspondence, claim forms and other processing forms; facts and data about your transactions with us, our affiliates or others; and facts and data we receive from consumer reporting agencies.

The information we collect, or that has been provided to us in

processing your transaction, may include:

- Your name, address, telephone number, email address, date of birth, Social Security number, age, gender, marital status, assets, bank account number(s) and financial statistics;
- Your relationship with us, such as products purchased, policy values, payment history and claims history;
- Your employment history, such as your occupation(s), your income and your employer(s) and years of service with employer(s);
- Your creditworthiness and credit history;

WHAT WE SHARE

Security Title is committed to maintaining the confidentiality of the personal information we collect. We welcome this opportunity to clarify our privacy policy for you.

With respect to the information we collect about you:

- We collect and use the information to the extent needed to conduct our business and to meet our high quality service standards;
- We restrict access to the information to authorized individuals who need to know this information to provide services and products to you;
- We maintain appropriate safeguards to protect information about you;
- We will verify that any persons requesting information about you or your relationship with us is entitled to such information prior to providing it.
- We share nonpublic personal information about you outside our company only to service your request, or as authorized by you, or as required or permitted by applicable law;
- We require any organization that provides assistance to us in administering or reinsuring contracts or providing services on our behalf to you to maintain the confidentiality of

nonpublic personal information about you and not use such information for any other purpose; and

- Our Privacy Policy does not allow non-affiliates to offer their products and services to you.

The law does permit us to share information about you with our affiliates, including insurance companies and insurance service providers. The law also permits us to share information about you with companies that perform marketing services for us, or other financial institutions that have joint marketing agreements with us. The information we share with our affiliates or service providers need not be directly related to our transaction with you.

Security Title's Privacy Policy applies, to the extent required by law, to its agents when they are acting on behalf of Security Title. Please note that there may be instances when these same agents may not be acting on behalf of Security Title, in which case they may collect nonpublic personal information on their own behalf, or on behalf of another. In these instances, Security Title's Privacy Policy would not apply.

If we change our privacy practices, we will provide you notice of all material changes. This privacy notice supersedes all previous notices with respect to matters described herein.

It is our goal to ensure that all the information we collect is accurate and complete. Please notify us if you believe information is inaccurate.

NO ACTION IS REQUIRED BY YOU

You do not need to do anything as a result of this notice. It is meant to inform you of how we safeguard nonpublic personal information about you. You may wish to file this notice with your insurance papers.

We strive to maintain your confidence and trust.

[Space Above This Line For Recording Data]

Prepared by and Return to:
Patrick A. Sheehan
Sheehan & Ramsey, PLLC
429 Porter Avenue
Ocean Springs, MS 39564
(228) 875-0572

Grantor:
Coast Acquisitions, LLC
2112 Bienville Blvd. Ste. B1
Ocean Springs, MS 39564
(228) 365-1243

Grantee:
River Pointe Estates, LLC
2112 Bienville Blvd. Ste. B1
Ocean Springs, MS 39564
(228) 365-1243

INDEXING INSTRUCTIONS: T6S-R10W, Section 32, SW ¼ of SW ¼

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

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100's (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **COAST ACQUISITIONS, LLC a Mississippi limited liability company (Grantor)**, does hereby sell, convey, bargain and warrant to **RIVER POINTE ESTATES, LLC a Mississippi limited liability company (Grantee)** the following described real property situated and located in Harrison County, First Judicial District, Mississippi, more particularly and certainly described as follows:

A parcel of land situated and being located in the Southwest One-Fourth of the Southwest One-Fourth (SW ¼ of the SW ¼) of Section 32, Township 6 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commence at the Southwest corner of said Section 32, Township 6 South, Range 10 West, thence run North 00 degrees 07 minutes 00 seconds West along the West line of said Section 32 for a distance of 700 feet to a concrete monument and the Point of Beginning of the parcel herein described; thence run East for a distance of 244.0 feet to an iron pipe; thence run North 79 degrees 29 minutes 00 seconds East for a distance of 200.0 feet to an iron pipe; thence run North 59 degrees 26 minutes 00 seconds East for a distance of 197.0 feet to an iron pipe; thence continue North 59 degrees 26 minutes 00 seconds East for a distance of 17 feet, more or less, to a point on the West Bank of the Biloxi River; thence run Northwesterly, Northeasterly, Northwesterly and Southwesterly along said West Bank of the Biloxi River to a point on the West line of Section 32, and which is North 00 degrees 07 minutes 00 seconds West a distance of 273.0 feet from the Point of Beginning, thence run South 00 degrees 07 minutes 00 seconds East for a distance of 273.0 feet to the Point of Beginning

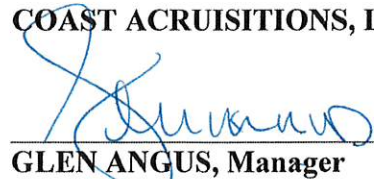
Grantee assumes taxes for the current year.

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

WITNESS this my signature this the ^{17th} 9th day of August, 2021.

COAST ACRUISITIONS, LLC

BY:


GLEN ANGUS, Manager

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of August, 2021, within my jurisdiction, the within named **GLEN ANGUS**, who acknowledged to me that he is the Manager of Coast Acquisitions, LLC, a Mississippi limited liability company, and that for and on behalf of said company as manager, and as the act and deed of said company as manager of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said company so to do, this the 9th day of August, 2021.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17th day of August, A.D., 2021.

Dona R. Langlais
Notary Public

1/29/22
My Commission Expires:



GRADING, DRAINAGE, ROADWAY
& UTILITY IMPROVEMENTS
CONSTRUCTION PLANS
FOR
RIVER POINTE ESTATES
GULFPORT, MISSISSIPPI

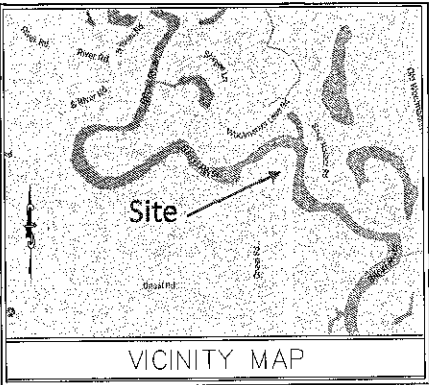
PROJECT NO. RPE-01
OCTOBER 2021

NOTE:

THE EROSION CONTROL PLAN OUTLINE WITHIN IS A SUGGESTED PLAN ONLY. THE CONTRACTOR SHALL REFINE OR MODIFY THIS PLAN AS NECESSARY DURING CONSTRUCTION TO BEST ACCOMPLISH THE GOAL OF PREVENTING ANY DAMAGE TO THIS PROPERTY OR ADJACENT PROPERTY DUE TO EROSION OR SEDIMENTATION. IT IS IMPERATIVE THAT EROSION CONTROL DEVICES BE MAINTAINED ON A CONTINUING BASIS.

CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE MISSISSIPPI HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS BY THE ALABAMA SOIL AND WATER CONSERVATION COMMITTEE, CURRENT EDITION. IN ADDITION, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGES CAUSED BY SEDIMENT OR ANY OTHER ERODIBLE MATERIALS BEING DEPOSITED ONTO ADJACENT PROPERTY.

SHOULD ARTIFACTS OR ARCHAEOLOGICAL FEATURES BE ENCOUNTERED DURING PROJECT ACTIVITIES, WORK SHALL CEASE AND THE ALABAMA HISTORICAL COMMISSION SHALL BE CONSULTED IMMEDIATELY (CALL 334-242-3184, REFERENCE PROJECT #AHC 05-0752, MSC-05-12). ARTIFACTS ARE OBJECTS MADE, USED TO MODIFIED BY HUMANS. THEY INCLUDE BUT ARE NOT EXCLUDED TO ARROWHEADS, BROKEN PIECES OF POTTERY OR GLASS, STONE IMPLEMENTS, METAL FASTENERS OR TOOLS, ETC.. ARCHAEOLOGICAL FEATURES ARE STAINS IN THE SOIL THAT INDICATED DISTURBANCE BY HUMAN ACTIVITY. SOME EXAMPLES ARE POST HOLES, BUILDING FOUNDATIONS, TRASH PITS AND EVEN HUMAN BURIALS.

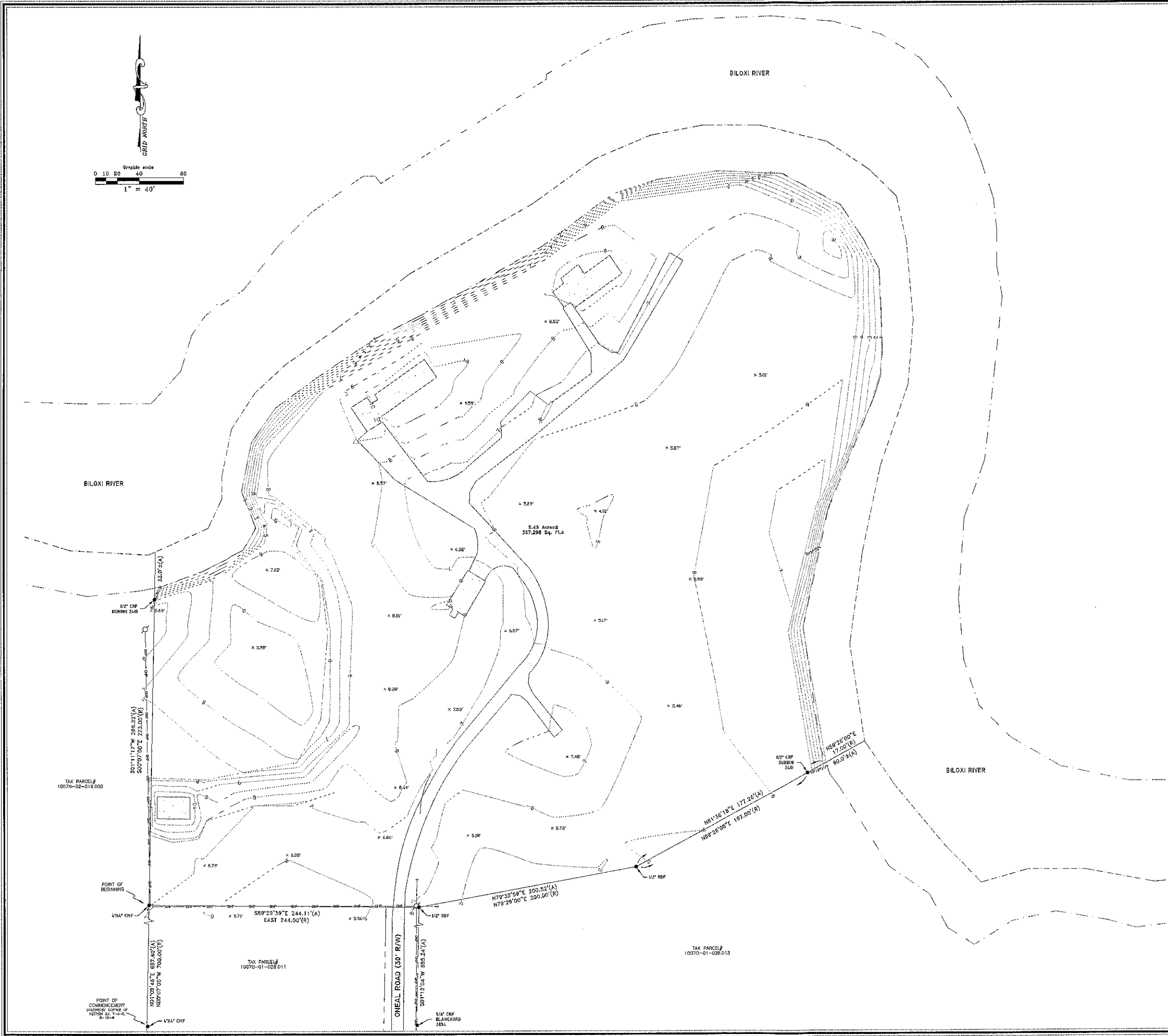


INDEX OF DRAWINGS	
DRAWING NO.	TITLE
C1.0	TITLE SHEET
C2.0	GENERAL NOTES
C3.0	BOUNDARY AND TOPOGRAPHIC SURVEY (BY OTHERS, FOR INFORMATIONAL PURPOSES ONLY)
C4.0	SITE PLAN
C5.0	GRADING & DRAINAGE PLAN
C6.0	PROPOSED UTILITY PLAN
C7.0	CYPRESS BEND PLAN & PROFILE
C8.0	CONSTRUCTION DETAILS
C9.0	CONSTRUCTION DETAILS
C10.0	CONSTRUCTION DETAILS



775 SCOUT CREEK TRAIL
MOORE, AL 36244
PHONE: (205) 283-6824
EMAIL: BWD217@BELLSOUTH.NET





SURVEY LEGEND			
● - SURVEY MONUMENT	CRS - CAPPED REBAR SET (WOODLANDS CA-20046)	○ - POWER POLE	
(N) - RECORD DIMENSION	CRF - CAPPED REBAR FOUND	⋈ - GUY ANCHOR	
(A) - ACTUAL DIMENSION	RMF - REBAR FOUND	⊙ - FIRE HYDRANT	
R/W - RIGHT-OF-WAY	CTP - CRIMPED TOP PIPE FOUND	⊙ - WATER VALVE	
B.S.L - BUILDING SETBACK LINES	OTF - OPEN TOP PIPE FOUND	⊙ - WATER METER	
UTL - UNDERGROUND TELEPHONE	CRF - CONCRETE FOUNDMENT FOUND	⊙ - WOOD STAKE	
ULP - UNDERGROUND POWER	⊙ - SANITARY SEWER MANHOLE	⊙ - STORM MANHOLE	
SS - SANITARY SEWER LINE	⊙ - TELEPHONE PEDestal	⋈ - FENCE	
STW - STORM SEWER LINE	⊙ - GAS LINE MARKER	⊙ - GUYED TV PEDestal	
WL - WATER LINE	⊙ - SPOT ELEVATION	---	WATERS EDGE LINE
OLP - OVERHEAD POWER LINE	⊙ - LIGHT POLE	---	OBSERVED RIPARIAN LINE
		---	COVERED AREA

SURVEYOR'S NOTES:

1. UNLESS STATED OTHERWISE HEREON, THIS PLAT WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
2. REPRODUCTIONS OF THIS PLAT ARE NOT VALID UNLESS SEALED WITH AN ORIGINAL SURVEYOR'S SEAL.
3. TYPE OF SURVEY - BOUNDARY & TOPOGRAPHIC SURVEY
4. ALL BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATION USING THE NORTH AMERICAN DATUM OF 1983. ALL DISTANCES SHOWN ARE GROUND DISTANCES. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARD FEET.
5. FIELD WORK WAS PERFORMED 9/22/2021.
6. ACREAGE AS SHOWN HEREON WAS CALCULATED TO INCLUDE THE AREA TO THE OBSERVED RIPARIAN LINE.
7. THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1985, ADJUSTED TO GEOID 12A, ARE REFERENCED TO THE 0000 CGRS STATION "WAVELAND" AND HAVE A VERTICAL ACCURACY OF 0.5'±.
8. TAX PARCEL NUMBERS 10070-01-028.000, 10070-01-028.008, 10070-01-028.012, & 10070-01-028.014 HAVE BEEN SURVEYED AS ONE PARCEL AS PER CLIENTS REQUEST.
9. THIS IS A CLASS "C" SURVEY.

RECORD PROPERTY DESCRIPTION:

A PARCEL OF LAND SITUATED AND BEING LOCATED IN THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH (SW 1/4 OF THE SW 1/4) OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22, TOWNSHIP 8 SOUTH, RANGE 10 WEST, THENCE RUN NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 22 FOR A DISTANCE OF 700 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN EAST FOR A DISTANCE OF 244.0 FEET TO AN IRON PIPE; THENCE RUN NORTH 79 DEGREES 28 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 200.0 FEET TO AN IRON PIPE; THENCE RUN NORTH 59 DEGREES 26 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 197.0 FEET TO AN IRON PIPE; THENCE CONTINUE NORTH 59 DEGREES 26 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 17 FEET, MORE OR LESS, TO A POINT ON THE WEST BANK OF THE BILOXI RIVER; THENCE RUN NORTHWESTERLY, NORTHEASTERLY, NORTHWESTERLY AND SOUTHWESTERLY ALONG SAID WEST BANK OF THE BILOXI RIVER TO A POINT ON THE WEST LINE OF SECTION 22 AND WHICH IS NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST A DISTANCE OF 273.0 FEET FROM THE POINT OF BEGINNING, THENCE RUN SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 273.0 FEET TO THE POINT OF BEGINNING.

SURVEYORS CERTIFICATION:

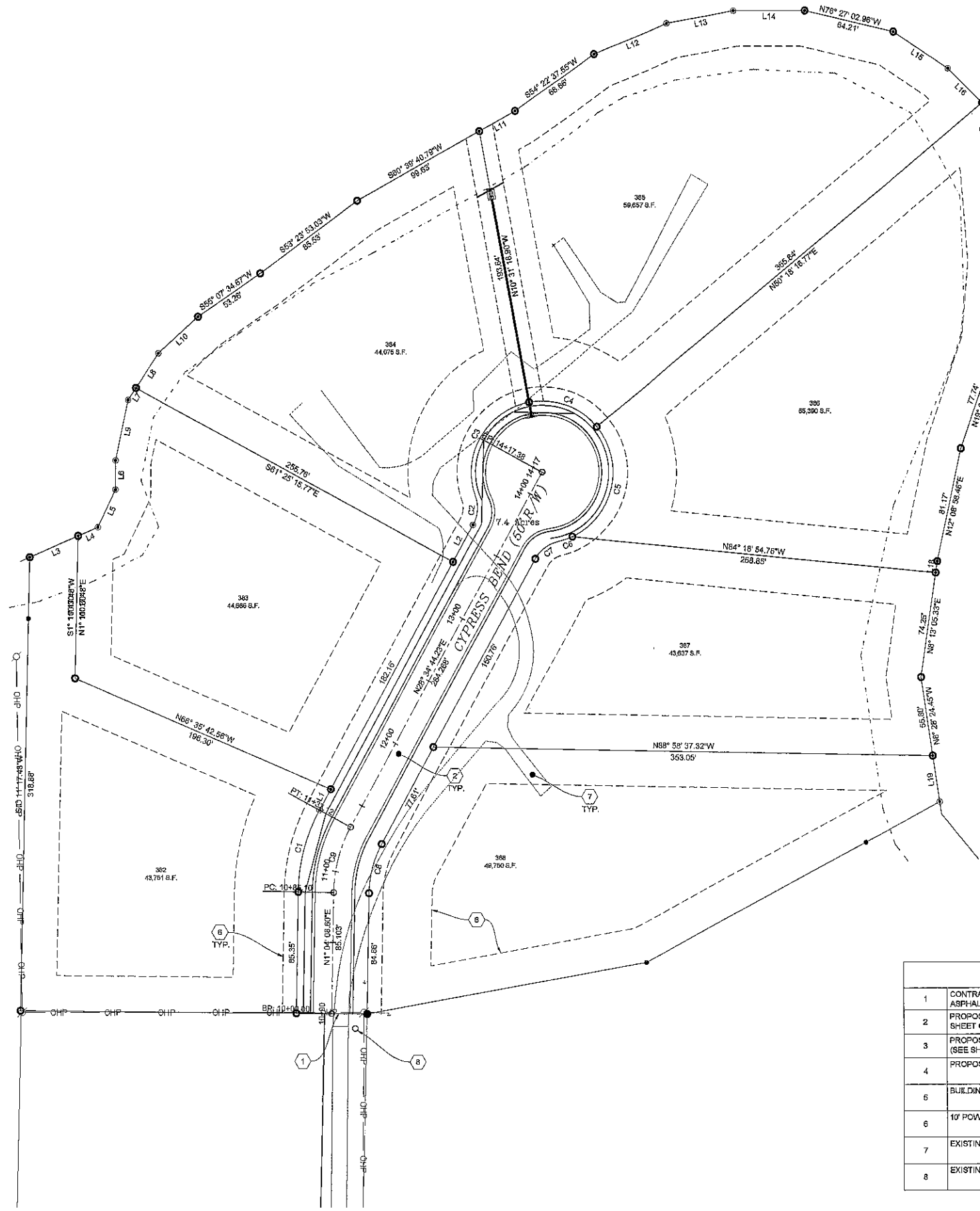
STATE OF MISSISSIPPI, COUNTY OF HARRISON
I, JAMES FRAISER III, A LICENSED PROFESSIONAL SURVEYOR IN HARRISON COUNTY, MISSISSIPPI, HEREBY CERTIFY THAT ALL PARTS OF THIS PLAT AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

JAMES FRAISER III
DATE 10/04/2021
MS. LICENSE NO. 30740
CERTIFICATE OF AUTHORIZATION - 28046 - LS
THE WOODLANDS GROUP LLC
P.O. BOX 843, OCEAN SPRINGS, MS. 39566
PHONE: 228-818-4763

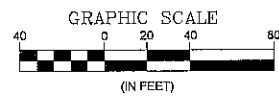
CLIENT: MIKE THOMAS ENGINEERING	DATE: 9/22/2021
FIELD WORK: BY: JF, KA	DRAWING NO.: 1800-3
DRAWN BY: KJ	SHEET 1 OF 1
CHECKED BY: JP	SCALE: 1"=40'

BOUNDARY & TOPOGRAPHIC SURVEY
TAX PARCEL #s 10070-01-028.000, 10070-01-028.008, 10070-01-028.012, 10070-01-028.014, ONEAL ROAD, GULF PORT, HARRISON COUNTY, MISSISSIPPI
SECTION-22, TOWNSHIP-6 SOUTH, RANGE-10 WEST

DATE	REFERENCE MATERIAL
4/22/2015	RECORD DEED INSTRUMENT #2015 2557-D-11
2	
3	
4	



KEYNOTES	
1	CONTRACTOR TO ENSURE A SMOOTH TIE INTO EXISTING ASPHALT ROADWAY
2	PROPOSED 26\"/>
3	PROPOSED 24\"/>
4	PROPOSED FIRE HYDRANT ASSEMBLY
5	BUILDING SETBACK LINE (TYP.)
6	10' POWER EASEMENT
7	EXISTING DRIVE
8	EXISTING SANITARY SEWER MANHOLE



- NOTES:
- SEE SHEET C2.0 FOR ALL GENERAL CONSTRUCTION NOTES & LEGEND
 - SEE SHEET C7.0 THRU C9.0 FOR PLAN & PROFILE SHEETS OF PROPOSED ROADWAYS
 - R1-1 STOP SIGN AND STREET IDENTIFICATION SIGNS SHALL BE ATTACHED TO THE SAME POLE STRUCTURE AS PER DETAIL SHOWN ON SHEET C12.0

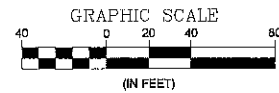
PROJECT NAME RIVER POINTE ESTATES	SHEET DESCRIPTION SITE PLAN	CLIENT RIVER POINTE ESTATES, LLC	DESIGNED M.A.T.	DETAILER P.B.	CHECKED M.A.T.	DATE 4/3/21	MICHAEL A. THOMAS REGISTERED PROFESSIONAL ENGINEER STATE OF MISSISSIPPI 05002227	NO.	DATE	APPR.	REVISIONS
778 SCOUT CREEK TRAIL HOOPER, AL 35244 PHONE: (205) 283-8824 EMAIL: BMD217@ELLSOUTH.NET								© 2021 BLUEWATER DESIGN, LLC MS COA NUMBER 32562			
PROJECT NO. NO. C4.0 RPE-01								10 SHEETS			



KEYNOTES	
1	PROPOSED 22'-0" ASPHALT PAVED ROADWAY, TYP. (SEE SHEET C12.0 FOR TYPICAL SECTION DETAIL)
2	PROPOSED TYPE S-2 CURB INLET, TOP ELEV. 2.833, INV. ELEV. 0.0
3	PROPOSED SLOPED PAVED HEADWALL, INV. = 0.0
4	155 LF OF 18" ADS PIPE @ 0.0%
5	INLET PROTECTION
6	OUTLET PROTECTION



- NOTES:
- SEE SHEET C2.0 FOR ALL GENERAL CONSTRUCTION NOTES & LEGEND
 - SEE SHEET C2.0 FOR ALL GRADING AND STORM DRAINAGE SPECIFIC CONSTRUCTION NOTES.
 - SEE GRADING AND DRAINAGE NOTES 4 & 5 ON SHEET C2.0 FOR SLOPED PAVED HEADWALL AND CURB INLET DETAIL INFORMATION



DESIGNED M.A.T.
CHECKED P.B.
DATE 4/01/21

778 SCOUT CREEK TRAIL
HOOVER, AL 35244
PHONE: (205) 283-8824
EMAIL: BM021706LLSOUTH.NET

BLUEWATER DESIGN, LLC
PERMIT DRAWINGS

PROJECT NAME: RIVER POINTE ESTATES
SHEET DESCRIPTION: GRADING & DRAINAGE PLAN
CLIENT: RIVER POINTE ESTATES, LLC

PROJECT NO. RPE-01

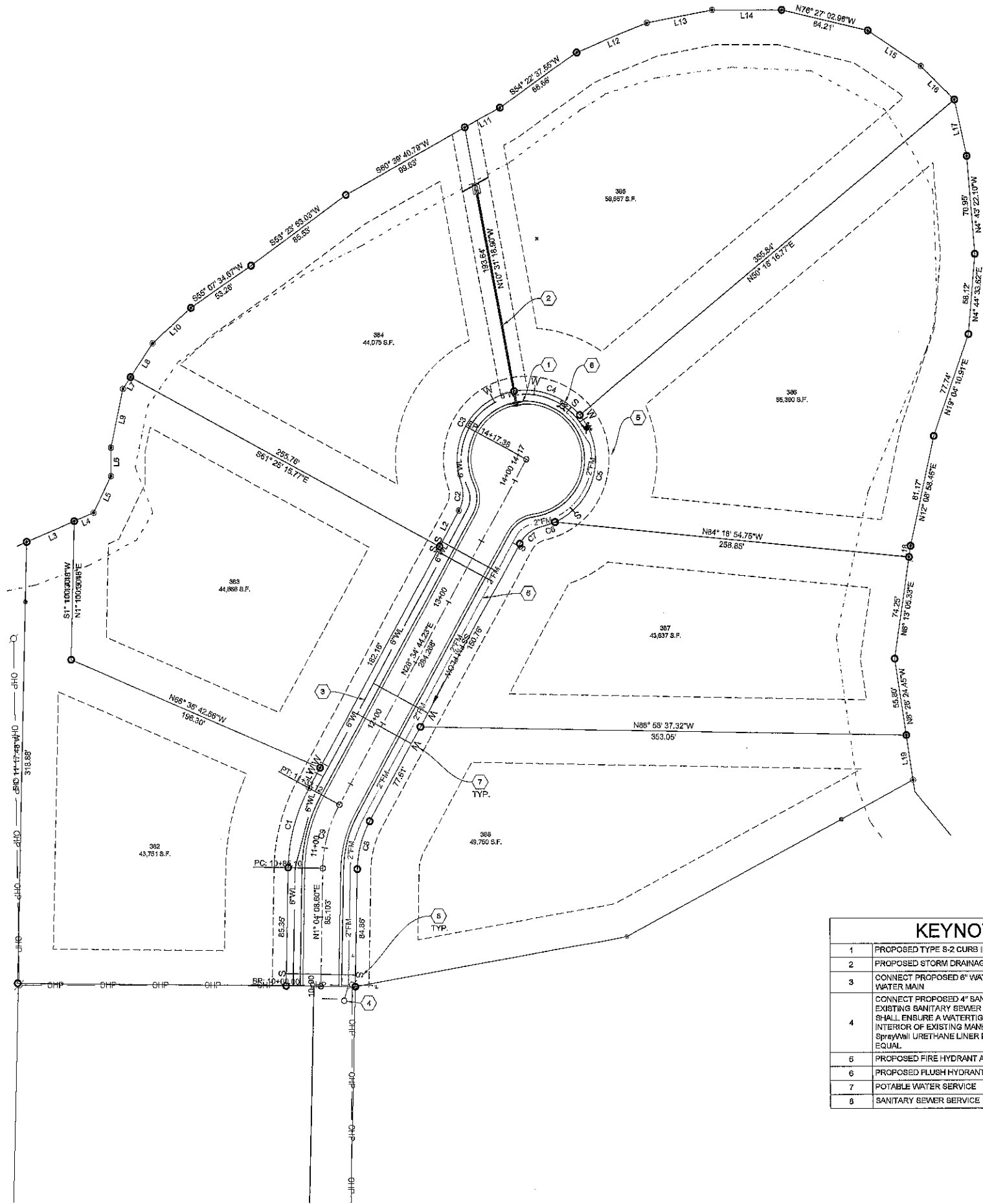
NO. C5.0

OF

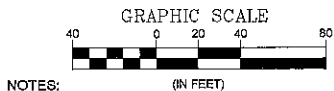
10 SHEETS

NO. DATE APPR. REVISIONS

© 2021 BLUEWATER DESIGN, LLC
MS CDA NUMBER 32362



KEYNOTES	
1	PROPOSED TYPE S-2 CURB INLET
2	PROPOSED STORM DRAINAGE PIPE
3	CONNECT PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN
4	CONNECT PROPOSED 4" SANITARY SEWER FORCE MAIN TO EXISTING SANITARY SEWER MANHOLE. CONTRACTOR SHALL ENSURE A WATERTIGHT SEAL AT THE CONNECTION. INTERIOR OF EXISTING MANHOLE TO BE LINED WITH SprayWall URETHANE LINER BY SprayRex OR APPROVED EQUAL.
5	PROPOSED FIRE HYDRANT ASSEMBLY
6	PROPOSED FLUSH HYDRANT ASSEMBLY
7	POTABLE WATER SERVICE
8	SANITARY SEWER SERVICE



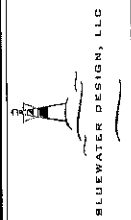
- NOTES:
- SEE SHEET C2.0 FOR ALL GENERAL CONSTRUCTION NOTES & LEGEND
 - SEE SHEET C2.0 FOR ALL PROPOSED UTILITIES SPECIFIC CONSTRUCTION NOTES
 - DURING THE CONSTRUCTION OF CONCRETE CURBS THE CONTRACTOR SHALL STAMP, IN THE WET CONCRETE, A "W" TO MARK THE LOCATION OF A WATER SERVICE AND AN "S" TO MARK A SANITARY SEWER SERVICE

NO.	DATE	APPR.	REVISIONS



DESIGNED	M.A.T.
DETAILED	P.B.
CHECKED	M.A.T.
DATE	4/01/21

778 SCOUT CREEK TRAIL
HOOPER, AL 35244
PHONE: (205) 283-1804
EMAIL: RM227@BELL.SOUTH.NET

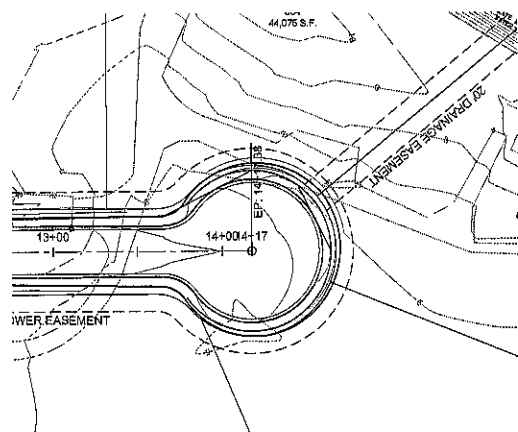
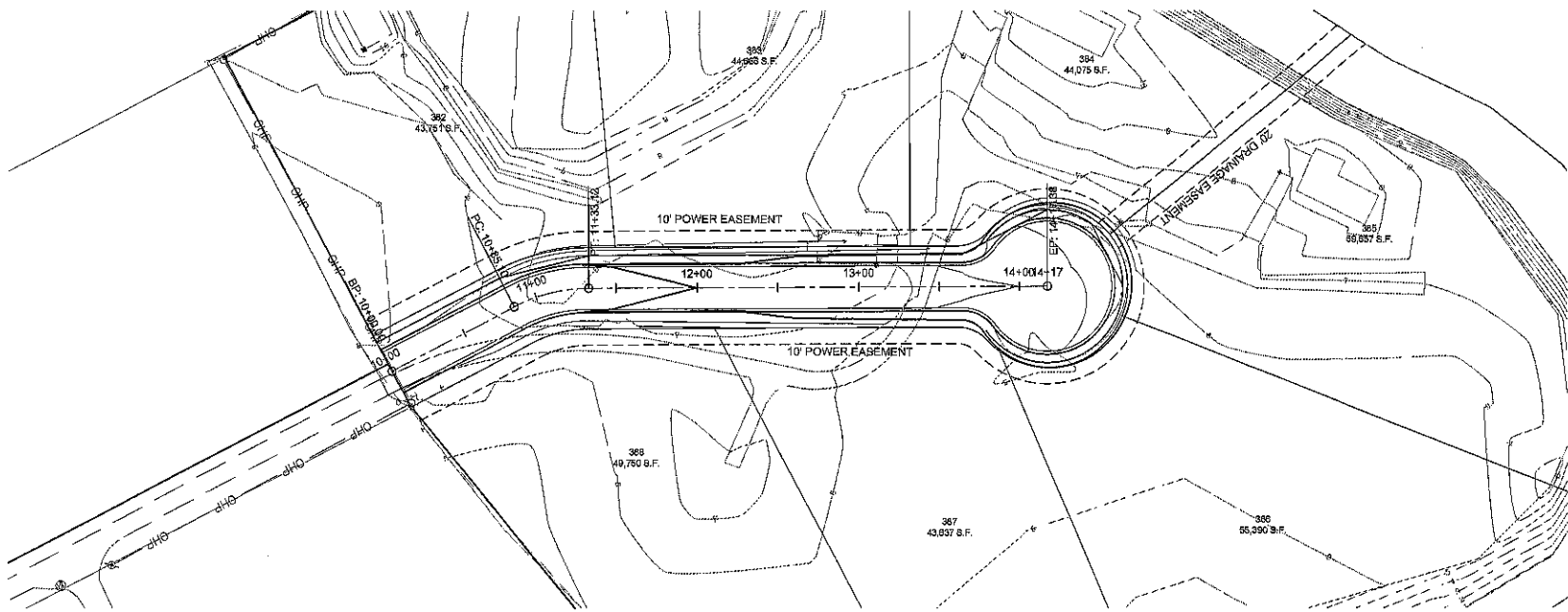
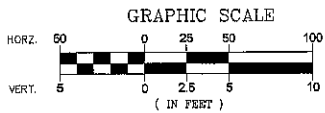


PERMIT DRAWINGS

PROJECT NAME	RIVER POINTE ESTATES
SHEET DESCRIPTION	UTILITY PLAN
CLIENT	RIVER POINTE ESTATES, LLC

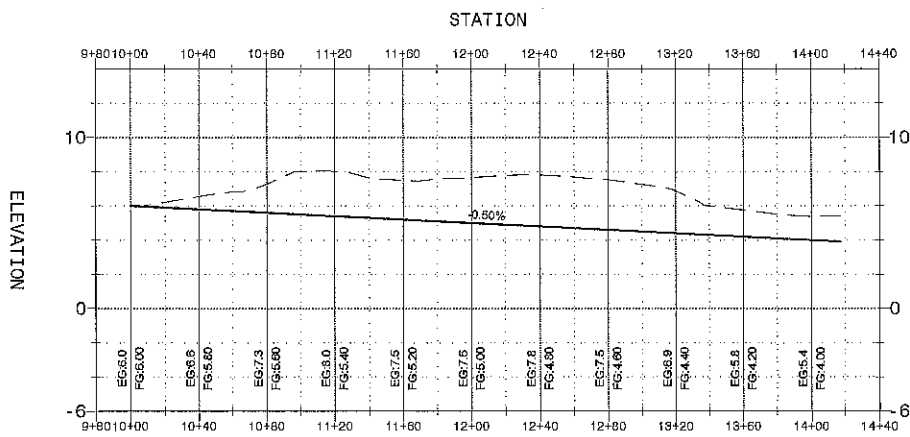
PROJECT NO.	NO. C6.0
RPE-01	OF 10 SHEETS

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MS COA NUMBER 32362

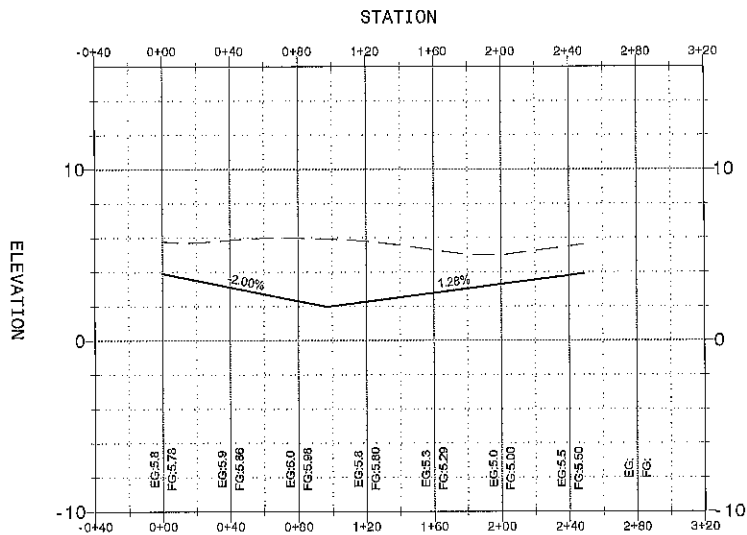


NOTES:
1. SEE SHEET C2.0 FOR ALL GENERAL
CONSTRUCTION NOTES & LEGEND

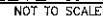
PLAN & PROFILE CYPRESS BEND
STA. 10+00 TO END



PLAN & PROFILE CYPRES BEND
CUL-DE-SAC

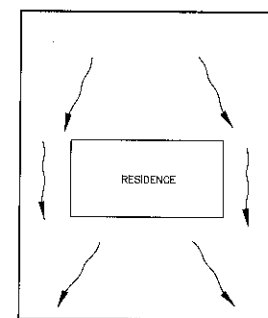


PROJECT NAME		RIVER POINTE ESTATES	
SHEET DESCRIPTION		PLAN & PROFILE CYPRESS BEND	
CLIENT		RIVER POINTE ESTATES, LLC	
PROJECT NO.		C7.0	
RPE-01		10 SHEETS	
DESIGNED		M.A.T.	
CHECKED		M.A.T.	
DATE		4/08/21	
APPROVED		M.A.T.	
DATE		4/08/21	
NO.		1	
REVISIONS			
778 SCOUT CREEK TRAIL HOOVER, AL 35244 PHONE: (205) 283-8824 EMAIL: BMD21@BELLSOUTH.NET			
BLUEWATER DESIGN, LLC			
PERMIT DRAWINGS			
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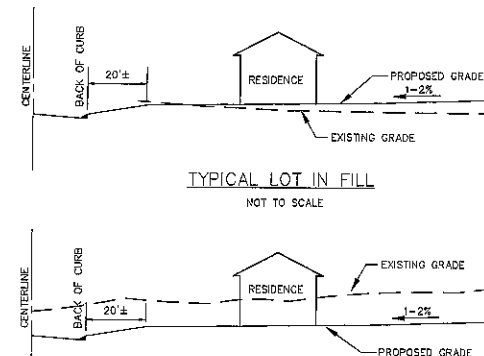


10 SHEET

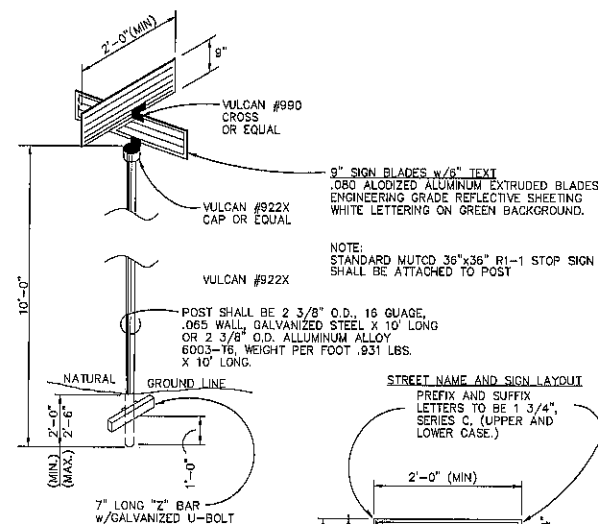
— DENOTES PROPOSED DRAINAGE
FLOW ARROW



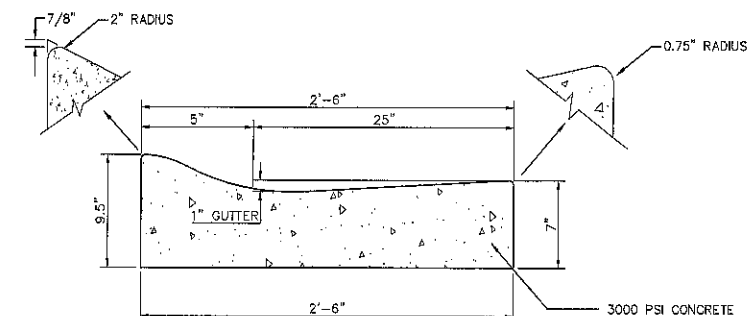
TYPICAL LOT GRADING DETAIL
N.T.S.



TYPICAL LOT IN CUT
NOT TO SCALE

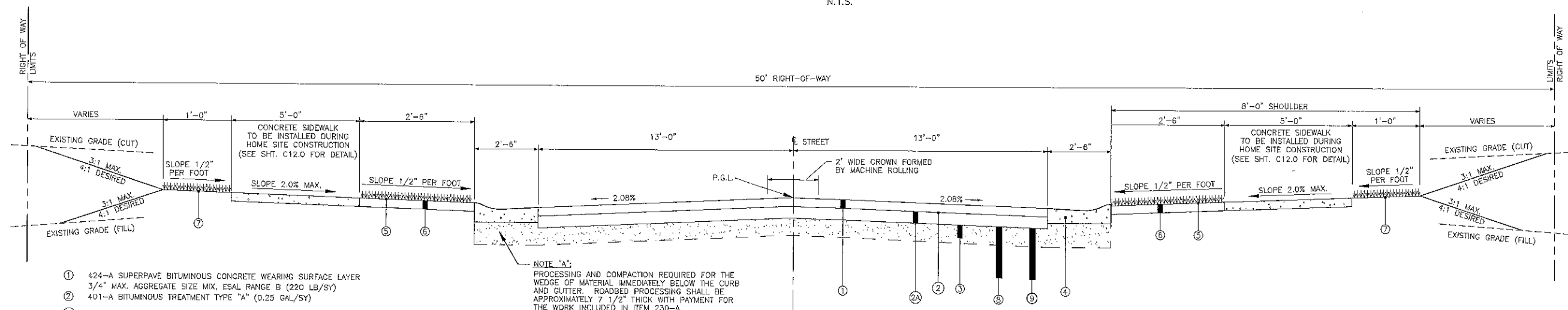


STREET SIGN DETAIL
N.T.S.



- NOTES:
1. CONSTRUCTION JOINTS ARE REQUIRED AT EVERY 10' INTERVAL AND EXPANSION JOINTS ARE REQUIRED AT EVERY 50' INTERVAL
 2. EXPANSION JOINTS ARE REQUIRED AT ALL PC's, PT's AND ALL STRUCTURES
 3. 1/4" OF ASPHALT SHALL OVERLAP THE

ROLL TYPE CURB & GUTTER
N.T.S.



TYPICAL SECTION - SUBDIVISION STREETS
N.T.S.

- ① 424-A SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER
3/4" MAX. AGGREGATE SIZE MIX, ESAL RANGE B (220 LB/SY)
- ② 401-A BITUMINOUS TREATMENT TYPE "A" (0.25 GAL/SY)
- ②A 301-B CRUSHED AGGREGATE BASE COURSE (LIMESTONE) TYPE "B"
MINIMUM 4" COMPACTED THICKNESS, ON TOP OF 301-A COMPACTED
GRANULAR SOIL BASE COURSE (SAND/CLAY) TYPE "A" MIN. 1"-4"
***BASE MATERIAL SHALL BE EXTENDED & COMPACTED A MINIMUM OF 1 FOOT BEHIND THE CURB
- ③ ROADBED PROCESSING, 6" THICK - PER ROADBED STATION
- ④ ROLL TYPE CURB AND GUTTER - PER LINEAR FOOT
- ⑤ SOLID SOB
- ⑥ TOPSOIL FROM STOCKPILES, 3" COMPACTED THICKNESS - PER CUBIC YARD, IN PLACE MEASURE
- ⑦ SEEDING AND MULCH (SEASONAL/MIX 3E) - PER ACRE
- ⑧ UNCLASSIFIED EXCAVATION - PER CUBIC YARD
- ⑨ BORROW EXCAVATION (SEE SOILS REPORT) - PER CUBIC YARD

PROJECT NAME		RIVER POINTE ESTATES
SHEET DESCRIPTION	CONSTRUCTION DETAILS	
CUSTOMER	RIVER POINTE ESTATES, LLC	
PROJECT NO.	RPE-01	
NO.	10	OF SHEETS
DESIGNED	M.A.T.	
DRAWN	P.B.	
CHECKED	M.A.T.	
DATE	4/03/21	
778 SCOUT CREEK TRAIL HOOVER, AL 35224 PHONE: (205) 263-5824 EMAIL: BN021@BELLSOUTH.NET  BLUEWATER DESIGN, LLC		
		
NO.	DATE	APPR.
REVISIONS		
© 2021 BLUEWATER DESIGN, LLC MS COA NUMBER 32362		

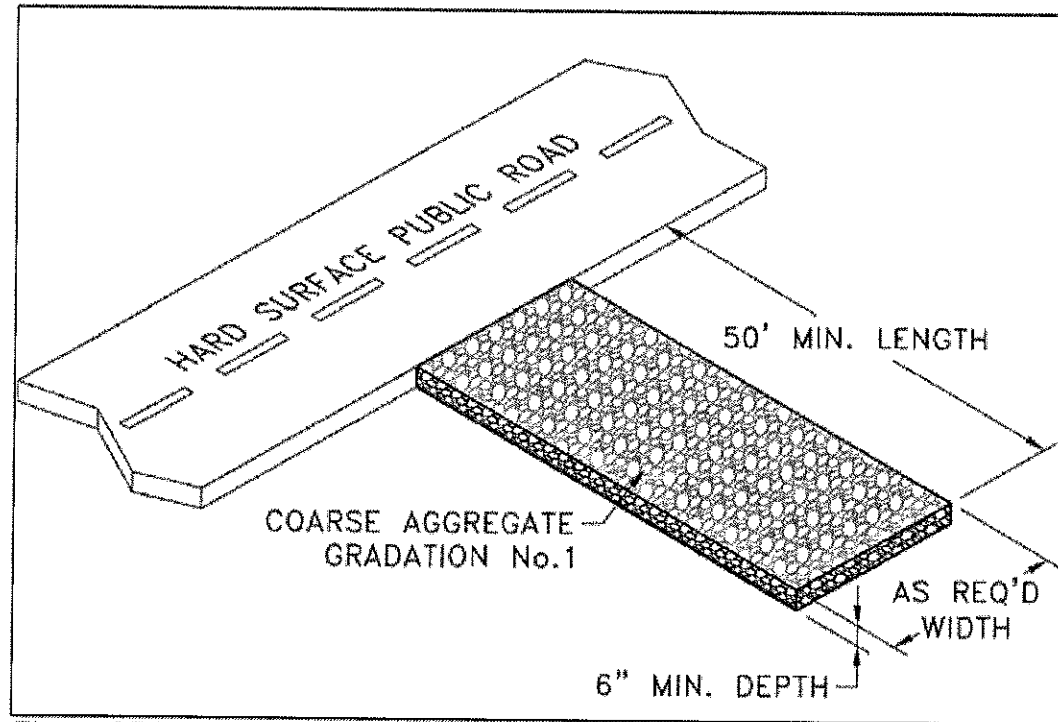


Figure CEP-1 Gravel Construction Exit

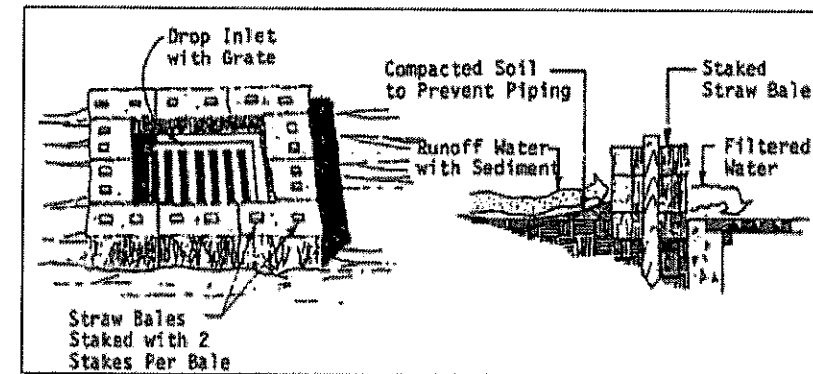


Figure SBIP-1 Straw Bale Drop Inlet Sediment Filter

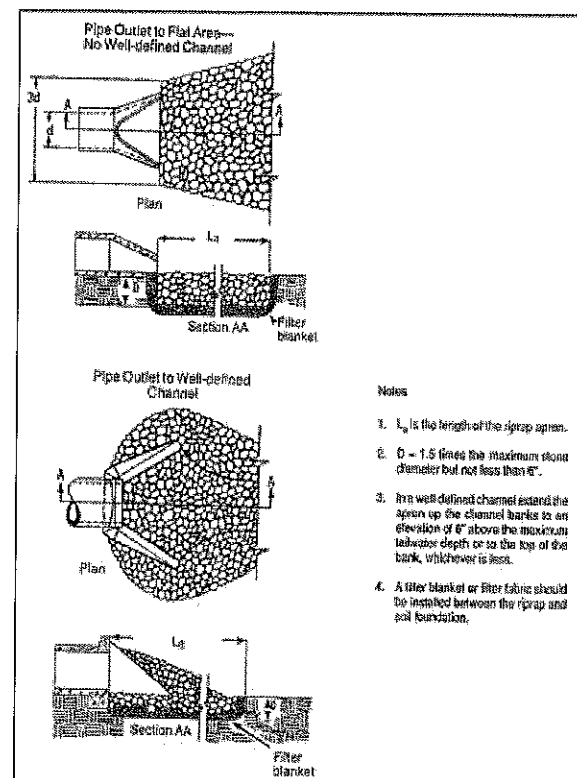


Figure OP-1 Pipe Outlet Conditions

Table OP-1 Requirements for Nonwoven Geotextile

Property	Test method	Class I	Class II	Class III	Class IV ¹
Tensile strength (lb/ft)	ASTM D 4532 grab test	180 minimum	120 minimum	80 minimum	115 minimum
Elongation at failure (%)	ASTM D 4532	≥ 60	≥ 60	≥ 60	≥ 60
Puncture (pounds)	ASTM D 4533	80 minimum	60 minimum	40 minimum	40 minimum
Ultraviolet light (% residual tensile strength)	ASTM D 4355 160h exposure	70 minimum	70 minimum	70 minimum	70 minimum
Apparent opening size (AOS)	ASTM D 4751	As specified max. no. 40 ²	As specified max. no. 40 ²	As specified max. no. 40 ²	As specified max. no. 40 ²
Permeability (sec ⁻¹)	ASTM D 4491	0.00 minimum	0.70 minimum	0.70 minimum	0.10 minimum

Table copied from NRCS Material Specification 592.

Table PS-1 Commonly Used Plants for Permanent Cover with Seeding Rates and Dates

Species	Seeding Rate/s/Ac	Planting Time	Desired pH Range	Fertilization Rate/lb/Ac	Method of Establishment	Zone of Adaptability	Native / Introduced
Common Berseem	15 lbs. alone 10 lbs. mix	3/1 - 7/15 9/1 - 11/30	6.0 - 7.0	800 lbs. 13-13-13	Seed or sod	All	Introduced * Potential for invasiveness
Bahiá	40 lbs. alone 30 lbs. mix	3/1 - 7/15 9/1 - 11/30	6.0 - 7.0	600 lbs. 13-13-13	Seed	Central and South	Introduced
Fescue	40 lbs. alone 30 lbs. mix	9/1 - 11/30	6.0 - 7.0	800 lbs. 13-13-13	Seed	North and Central	Native
Soft Augustina	—	3/1 - 7/15	6.0 - 7.0	800 lbs. 13-13-13	Seed only	Central and South	Native
Centipede	4 lbs. alone 2.5 lbs. mix	3/1 - 7/15	6.0 - 7.0	600 lbs. 13-13-13	Seed or sod	All	Introduced
Carpet Grass	15 lbs. alone 10 lbs. mix	3/1 - 7/15	6.0 - 7.0	800 lbs. 13-13-13	Seed or sod	All	Native
Zoysia Grass	—	3/1 - 7/15	6.0 - 7.0	800 lbs. 13-13-13	Seed only	All	Introduced
Creeping Red Fescue	30 lbs. alone 22.5 lbs. mix	9/1 - 11/30	6.0 - 7.0	800 lbs. 13-13-13	Seed	All	Native
Weeping Lovegrass	10 lbs. alone 5 lbs. mix	3/1 - 7/15	6.0 - 7.0	800 lbs. 13-13-13	Seed	All	Introduced
Wheat	90 lbs. alone	9/1 - 11/30	6.0 - 7.0	800 lbs. 13-13-13	Seed	All	Native
Hyegrass	30 lbs.	9/1 - 11/30	6.0 - 7.0	800 lbs. 13-13-13	Seed	All	Native
White Clover	5 lbs.	9/1 - 11/30	6.0 - 7.0	400 lbs. 8-24-24	Seed	All	Introduced
Crimson Clover	15 lbs.	9/1 - 11/30	6.0 - 7.0	400 lbs. 8-24-24	Seed	All	Introduced
Bertha Leptocoma	40 lbs.	3/1 - 7/15 9/1 - 11/30	6.0 - 7.0	400 lbs. 13-13-13	Seed	All	Introduced
Hairy Vetch	30 lbs.	9/1 - 11/30	6.0 - 7.0	400 lbs. 8-24-24	Seed	All	Introduced
Browntop Millet	40 lbs. alone 15 lbs. mix	4/1 - 8/30	6.0 - 7.0	800 lbs. 13-13-13	Seed	All	Introduced

* Note on Annuals: For permanent seeding, annuals can only be used in a mixture with perennials.

NO.	DATE	APPR.	REVISIONS

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MS COA NUMBER 32362

DESIGNED: M.A.T.
CHECKED: M.A.T.
DATE: 4/07/21

778 SCOUT CREEK TRAIL
HOOPER, AL 30244
PHONE: (205) 283-8824
EMAIL: BMD@BLUEWATERDESIGN.COM

BLUEWATER DESIGN, LLC

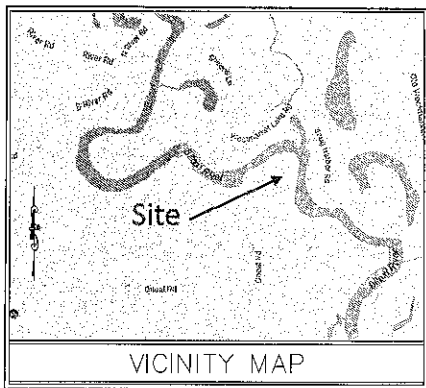
PERMIT DRAWINGS

PROJECT NAME: RIVER POINTE ESTATES
SHEET DESCRIPTION: CONSTRUCTION DETAILS
CLIENT: RIVER POINTE ESTATES, LLC

PROJECT NO.: C10.0
RPE-01
OF
10 SHEETS

PRELIMINARY PLAT OF
RIVER POINTE

A SUBDIVISION OF AN AREA OF LAND LOCATED IN
SECTION 22, TWN. 6 SOUTH, RGE 10 WEST
HARRISON COUNTY, MISSISSIPPI
ZONED USE: RE, SINGLE FAMILY RESIDENCE



OWNER\DEVELOPER\SUBDIVIDER
RIVER POINTE ESTATES, LLC
2112 BIENVILLE BOULEVARD, SUITE B-1
OCEAN SPRINGS, MISSISSIPPI 39564

SURVEYOR
THE WOODLANDS GROUP, LLC
P.O. BOX 843
OCEAN SPRINGS, MS 39566
MS COA # 29046-LS
(228) 818-4763/5613
JAMES FRASIER III, P.L.S.
MS. REG. NO. 30740

ENGINEER
BLUEWATER DESIGN, LLC
778 SCOUT CREEK TRAIL
HOOVER, AL 35244
(205) 283-8824
MS COA # 32362-EGR
MICHAEL A. THOMAS, P.E.
MS REG. NO. 32330

Parcel Line Table		
Line #	Length	Direction
L20	16.61	N28° 34' 44.23"E
L19	37.35	S66° 07' 35.68"W
L25	15.14	S66° 07' 35.68"W
L24	29.22	S25° 17' 40.34"W
L23	20.54	S0° 00' 00.00"E
L22	43.46	S11° 41' 53.31"W
L21	10.03	S33° 02' 42.17"W
L28	29.60	N28° 34' 44.23"E
L27	29.08	S33° 02' 42.17"W
L26	37.92	S47° 22' 37.44"W
L33	55.63	S67° 30' 47.66"W
L32	48.61	S79° 07' 20.75"W
L31	50.67	N90° 00' 00.00"W
L30	46.63	N56° 34' 53.93"W
L29	34.52	N45° 27' 13.25"W
L34	41.67	N12° 12' 34.56"W
L35	8.19	N8° 13' 05.33"E
L36	32.67	N8° 28' 24.45"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C18	48.01	100.00	27.51	N14° 49' 26"E	47.55
C10	60.02	125.00	27.51	N14° 49' 26"E	59.44
C11	21.03	25.00	48.19	N4° 29' 03"E	20.41
C12	86.47	50.00	99.09	N29° 56' 01"E	76.09
C13	53.08	50.00	60.83	S70° 06' 31"E	50.62
C14	91.62	50.00	104.99	S12° 47' 51"W	79.33
C15	10.02	50.00	11.48	S71° 01' 46"W	10.00
C16	21.03	25.00	48.19	S52° 40' 26"W	20.41
C17	36.01	75.00	27.51	S14° 49' 26"W	35.67

DEDICATION

I/WE (RIVER POINTE ESTATES, LLC), AS PROPRIETOR(S), HAVE CAUSED THE LAND EMBRACED IN THE WITHIN PLAT TO BE SURVEYED, LAID OUT AND PLATTED TO BE KNOWN AS RIVER POINTE ESTATES SUBDIVISION, A PART OF (S22, T6S, R10W), CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND THAT THE (STREETS, DRIVES, ALLEYS, ETC.) AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

SIGNED AND SEALED IN THE PRESENCE OF:

WITNESS _____ PROPERTY OWNER _____

WITNESS _____ PROPERTY OWNER _____

CERTIFICATE OF APPROVAL BY COASTAL ELECTRIC
THE UNDERSIGNED, AS AUTHORIZED BY COASTAL ELECTRIC, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, AL, THIS _____ DAY OF _____, 2021

AUTHORIZED REPRESENTATIVE OF COASTAL ELECTRIC

CERTIFICATE OF APPROVAL BY GULFPORT CITY ENGINEER
THE UNDERSIGNED, AS AUTHORIZED BY GULFPORT, MISSISSIPPI, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF HARRISON COUNTY, MS, THIS _____ DAY OF _____, 2021

AUTHORIZED REPRESENTATIVE OF GULFPORT, MS

CERTIFICATE OF APPROVAL BY GULFPORT, MS PLANNING DIRECTOR
THE UNDERSIGNED, AS AUTHORIZED BY GULFPORT, MS HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF HARRISON COUNTY, MS, THIS _____ DAY OF _____, 2021ED

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF APPROVAL BY THE HARRISON COUNTY E-911 ADDRESSING
THE UNDERSIGNED, AS AUTHORIZED BY HARRISON COUNTY E-911, HEREBY APPROVES THE ROAD NAMES AS DEPICTED ON THE WITHIN PLAT AND HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME TO THE PROBATE OFFICE OF HARRISON COUNTY, MS, THIS _____ DAY OF _____, 2021

AUTHORIZED REPRESENTATIVE OF HARRISON COUNTY E-911 ADDRESSING

CERTIFICATION OF THE APPROVAL OF STREET AND UTILITIES

STATE OF MISSISSIPPI
COUNTY OF HARRISON

I HEREBY CERTIFY: (1) THAT STREETS, UTILITIES, AND OTHER IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER ACCORDING TO CITY SPECIFICATIONS IN THE SUBDIVISION ENTITLED.

DATED THIS _____ DAY _____ OF , 2021.

CITY ENGINEER

CERTIFICATION OF THE APPROVAL OF WATER AND SEWERAGE SYSTEMS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

I HEREBY CERTIFY THAT THE WATER SUPPLY AND SEWAGE DISPOSAL UTILITY SYSTEMS INSTALLED OR PROPOSED FOR INSTALLATION IN THE SUBDIVISION PLAT ENTITLED FULLY MEET THE REQUIREMENTS OF THE ALABAMA STATE HEALTH DEPARTMENT AND ARE HEREBY APPROVED AS SHOWN.

DATED THIS _____ DAY _____ OF , 2021.

CITY ENGINEER

CERTIFICATION BY SURVEYOR

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS IS TO CERTIFY THAT I, _____, LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE PROPERTY SHOWN OR DESCRIBED HEREON WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES, BEARING ANGLES, RADII, CURVES, AND OTHER DIMENSIONS THEREOF ARE TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE CITY OF ROBERTSDALE PLANNING COMMISSION AND THAT IRON PINS AND MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE CITY OF ROBERTSDALE PLANNING COMMISSION RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT _____, MISSISSIPPI, THIS _____ DAY OF _____, 2021.

SURVEYOR

SAID OWNER ALSO CERTIFIES THAT IT IS THE OWNER OF SAID LANDS AND THAT THE SAME ARE NOT SUBJECT TO ANY MORTGAGE, OR THAT MORTGAGES ARE HELD BY _____, MORTGAGEE(S), WHO HEREINUNDER JOIN IN THIS

CERTIFICATION.
DATED _____, 20_____.

(EXECUTIONS AND ACKNOWLEDGMENTS BY SURVEYOR, OWNER(S), AND MORTGAGEE(S)).

NOTARY'S ACKNOWLEDGMENT OF THE CERTIFICATE SHALL BE SUBSTANTIALLY IN FORM, AS FOLLOWS.

STATE OF MISSISSIPPI
COUNTY OF _____
I, _____, AS NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, DO
HEREBY CERTIFY THAT _____, WHOSE NAME IS SIGNED TO THE FOREGOING
CERTIFICATE AS A SURVEYOR, AND _____, WHOSE NAME IS SIGNED TO
SAME AS OWNER(S) AND _____, WHOSE NAME IS SIGNED TO SAME AS MORTGAGEE(S) ALL OF WHOM ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME, ON THIS DATE THAT AFTER HAVING BEEN DULY INFORMED OF THE CONTENTS OF SAID CERTIFICATE, THEY EXECUTED SAME VOLUNTARILY AS SUCH INDIVIDUALS (OR IN ANY OTHER CAPACITIES) WITH FULL AUTHORITY THEREFOR.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC (SEAL)

FLOOD ZONE NOTICE:
THE PROPERTY CONTAINED WITHIN THIS SUBDIVISION DOES LIE IN A FLOODWAY OR FLOOD PRONE AREA AS DETERMINED BY THE FEDERAL EMERGENCY AGENCY'S FEDERAL INSURANCE RATE MAP PANEL NO. 01003C0680L, EFFECTIVE DATE 7/17/07. PURCHASES OF PROPERTY WITHIN THIS SUBDIVISION ARE ADVISED THAT THE CONSTRUCTION OF IMPROVEMENTS MAY BE SUBJECT TO ADDITIONAL INSURANCE REQUIREMENTS AND BUILDING REGULATIONS

UTILITY PROVIDERS

SANITARY SEWER - CITY OF GULFPORT

POTABLE WATER - CITY OF GULFPORT

ELECTRICAL SERVICE - COASTAL ELECTRIC

CERTIFICATION OF THE APPROVAL BY THE PLANNING COMMISSION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THE WITHIN PLAT OF RIVER POINTE ESTATES, HARRISON COUNTY, MISSISSIPPI IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF GULFPORT, THIS _____ DAY OF _____, 2021.

IN WITNESS WHEREOF, THE GULFPORT CITY PLANNING COMMISSION HAS CAUSED THIS CERTIFICATE TO BE ISSUED AND EXECUTED BY ITS CHAIRMAN ON THIS _____ DAY _____ OF, 2021.

GULFPORT CITY PLANNING COMMISSION

BY: _____
CHAIRMAN

OFFICE OF THE JUDGE OF PROBATE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

I HEREBY CERTIFY THAT THIS PLAT OR MAP WAS FILED IN THIS OFFICE FOR RECORD THIS _____ DAY OF _____, 2021, AT _____ O'CLOCK AND RECORDED IN BOOK _____ OF PLATS AND MAPS, PAGE _____.

JUDGE OF PROBATE

LEGAL DESCRIPTION

RECORD PROPERTY DESCRIPTION: NSTRUMENT #2016 2357-D-J1

A PARCEL OF LAND SITUATED AND BEING LOCATED IN THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH (SW 1/4 OF THE SW 1/4) OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32, TOWNSHIP 6 SOUTH, RANGE 10 WEST, THENCE RUN NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 32 FOR A DISTANCE OF 700 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN EAST FOR A DISTANCE OF 244.0 FEET TO AN IRON PIPE; THENCE RUN NORTH 79 DEGREES 29 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 200.0 FEET TO AN IRON PIPE; THENCE RUN NORTH 59 DEGREES 28 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 197.0 FEET TO AN IRON PIPE; THENCE CONTINUE NORTH 59 DEGREES 28 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 17 FEET, MORE OR LESS, TO A POINT ON THE WEST BANK OF THE BILOXI RIVER; THENCE RUN NORTHWESTERLY, NORTHEASTERLY, NORTHWESTERLY AND SOUTHWESTERLY ALONG SAID WEST BANK OF THE BILOXI RIVER TO A POINT ON THE WEST LINE OF SECTION 32 AND WHICH IS NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST A DISTANCE OF 273.0 FEET FROM THE POINT OF BEGINNING, THENCE RUN SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 273.0 FEET TO THE POINT OF BEGINNING.

REVISIONS	APPR.	DATE	NO.	DESIGNED	M.A.T.	DETAILS	P.B.	CHECKED	M.A.T.	DATE	400721
778 SCOUT CREEK TRAIL HOOVER, AL 35244 PHONE: (205) 283-8824 EMAIL: BM217@BELLSOUTH.NET											
BLUEWATER DESIGN, LLC											
PERMIT DRAWINGS											
PROJECT NAME	RIVER POINTE ESTATES										
SHEET DESCRIPTION	PRELIMINARY PLAT										
CLIENT	RIVER POINTE ESTATES, LLC										
PROJECT NO.	1										
FILE-01	2 OF SHEETS										

PRELIMINARY PLAT OF
RIVER POINTE

A SUBDIVISION OF AN AREA OF LAND LOCATED IN
SECTION 22, TWN. 6 SOUTH, RGE 10 WEST
HARRISON COUNTY, MISSISSIPPI
ZONED USE: RE, SINGLE FAMILY RESIDENCE

FLOOD ZONE STATEMENT:

THE PROPERTY CONTAINED WITHIN THIS SUBDIVISION DOES NOT LIE IN A FLOODWAY OR FLOOD PRONE AREA AS DETERMINED BY THE FEDERAL EMERGENCY AGENCY'S FEDERAL INSURANCE RATE MAP PANEL NO. 01009C0690L, EFFECTIVE DATE 7/17/07.

TOPOGRAPHY STATEMENT

THE SITE'S EXISTING TOPOGRAPHY IS SHOWN AT 1 FOOT INTERVALS AND IS BASED UPON THE NAVD 88 DATUM

EASEMENT STATEMENT

A 15' UTILITY / DRAINAGE EASEMENT SHALL BE PROVIDED ALONG ALL REAR AND SIDE LOT LINES AS REQUIRED FOR MAINTENANCE ACCESS

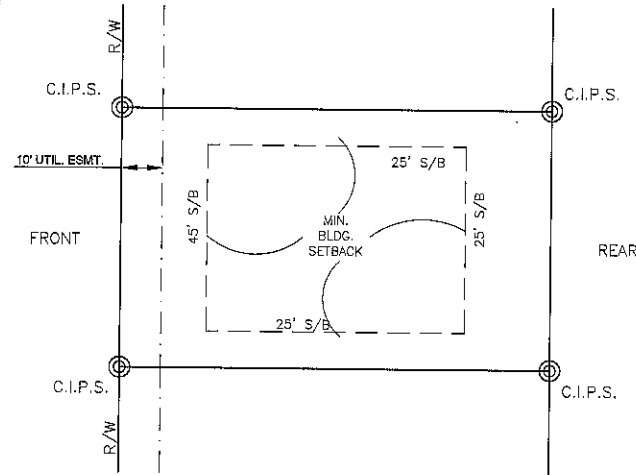
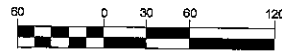
SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED, BY THE HOMEOWNERS, AT THE TIME OF HOME CONSTRUCTION. THE DEVELOPER MUST CONSTRUCT SIDEWALKS IN FRONT OF COMMON AREAS AS WELL AS THE REQUIRED ADA ACCESSIBLE RAMPS DURING INITIAL CONSTRUCTION

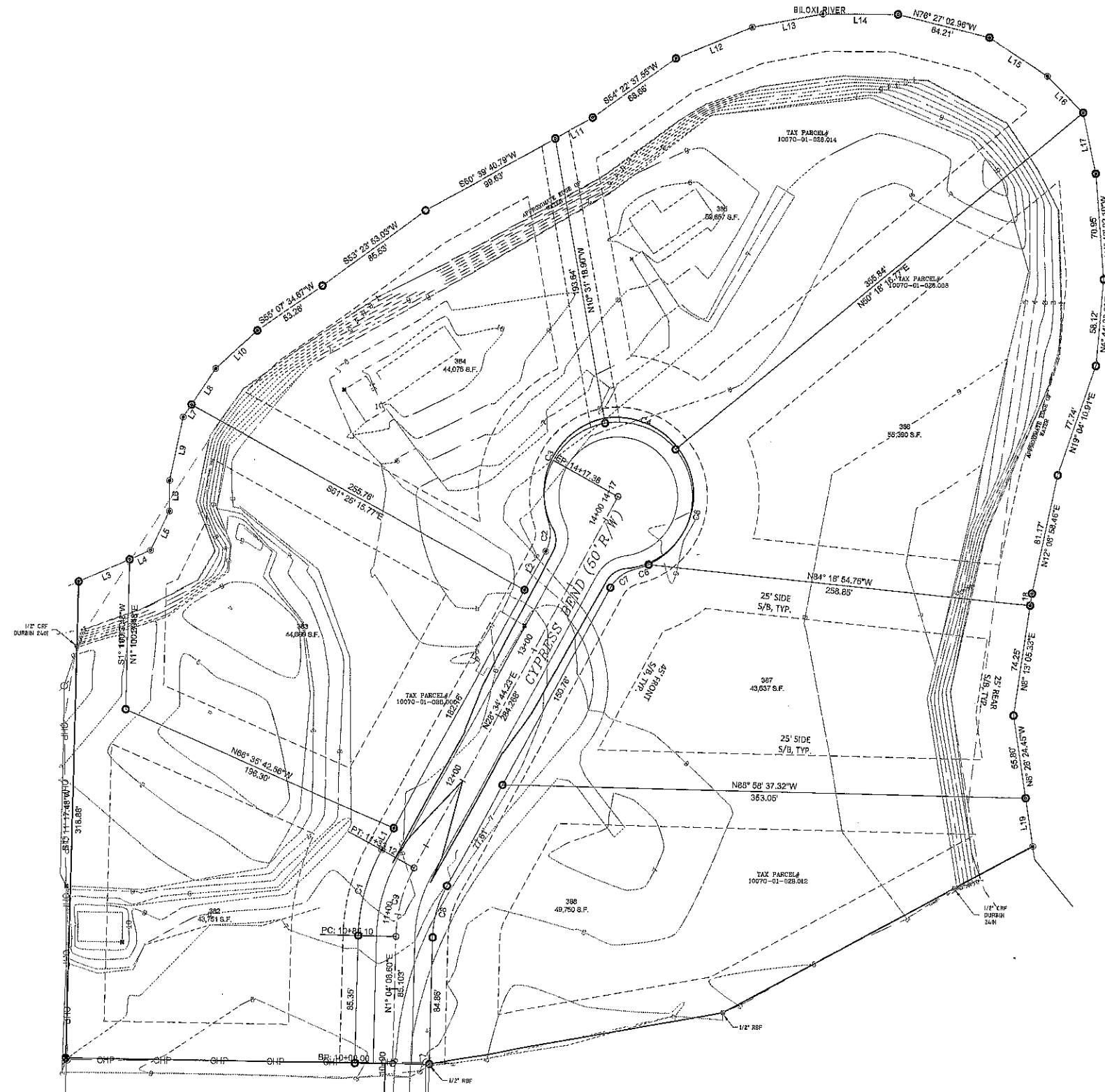
ACCESS

LOTS 148, 177-189 SHALL HAVE ACCESS TO THE SUBDIVISION STREETS ONLY AND SHALL NOT HAVE DIRECT ACCESS TO THOMPSON ROAD OR RAHLS ROAD

GRAPHIC SCALE



TYP. LOT BUILDING SETBACK LAYOUT
N.T.S.



REVISIONS

APPR.

DATE

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

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NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

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MS COA NUMBER 32362



DESIGNED M.A.T.
CHECKED P.B.
DATE 4/03/21

778 SCOUT CREEK TRAIL
HOOPER, AL 35244
PHONE: (205) 263-8824
EMAIL: BMD217@BELL.SOUTH.NET

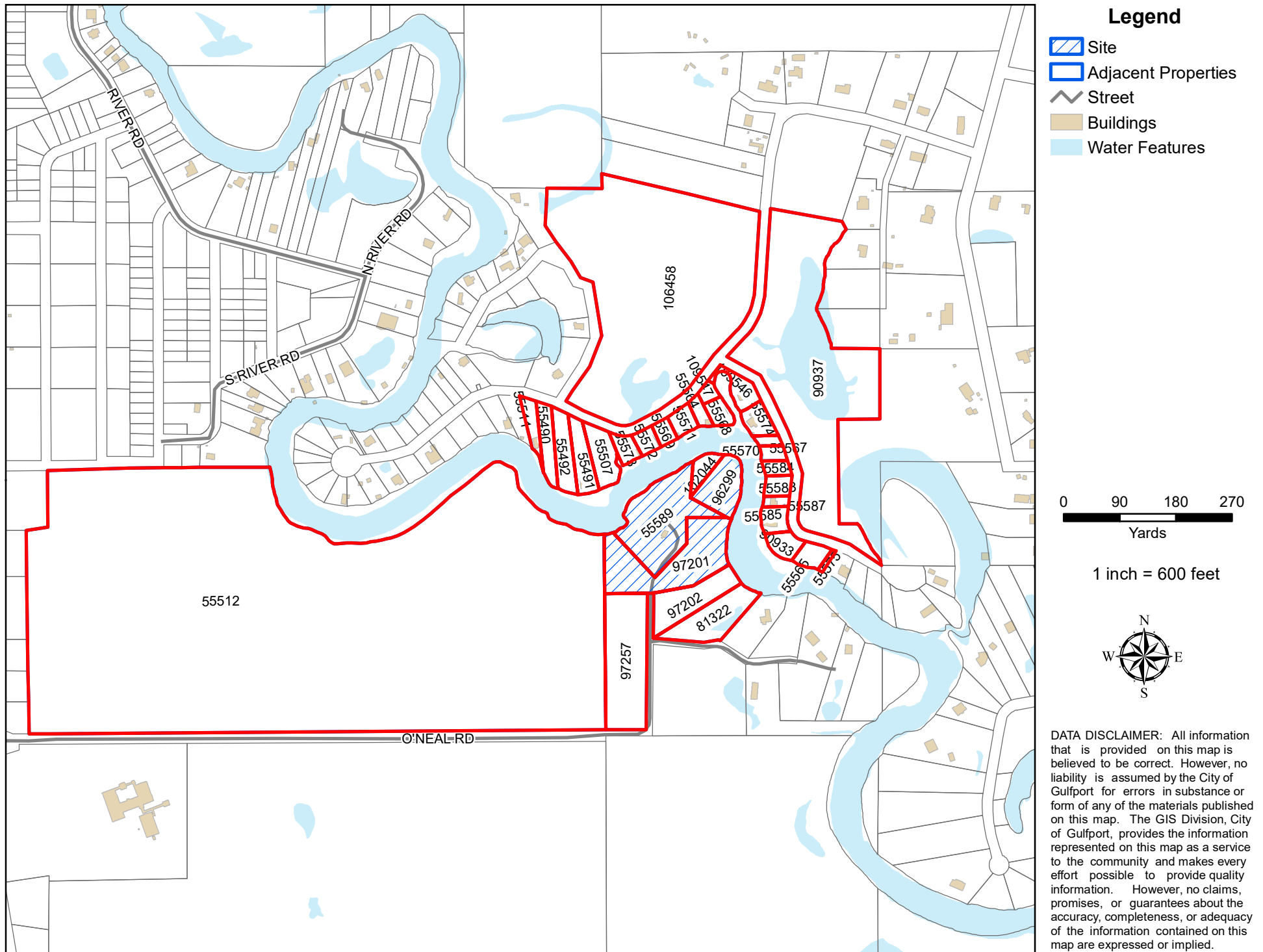
BLUEWATER DESIGN, LLC
PERMIT DRAWINGS

PROJECT NAME
RIVER POINTE ESTATES
PRELIMINARY PLAT

PROJECT NO.
RPE-01
2 OF 2 SHEETS

2111PC177

General Subdivision Plan



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			RIVER POINT ESTATES LLC	2112 BIENVILLE BLVD SUITE B-1	OCEAN SPRINGS	MS	39564
			Adjacent Property Owners				
	97257	1007O-01-028.011	APPLE GROVE INVESTMENTS INC	45 3RD AVE SE	LEMARS	IA	51031
	55575	1007O-01-030.001	BANGS KENNETH L	13135 SNUG HARBOR RD	BILOXI	MS	39532
N	55565	1007O-01-031.000	BANGS KENNETH L	13135 SNUG HARBOR ROAD	BILOXI	MS	39532
	55512	1007N-02-019.000	BEN A RICHARDS LAND COMPANY LLC	P O BOX 6073	GULFPORT	MS	39506
	55585	1007O-01-033.000	BRYCE PATRICIA W -TRUSTEE-	13161 SNUG HARBOR RD	BILOXI	MS	39532
	97202	1007O-01-028.013	CALCOTE JAMES	1706 MCGILL AVE	MOBILE	AL	36604
N	81322	1007O-01-028.001	CALCOTE JAMES	1706 MCGILL AVE	MOBILE	AL	36604
N	97201	1007O-01-028.012	COAST ACQUISITIONS LLC	C/O GLEN A ANGUS	OCEAN SPRINGS	MS	39564
N	96299	1007O-01-028.008	COAST ACQUISITIONS LLC	C/O GLEN A ANGUS	OCEAN SPRINGS	MS	39564
N	102044	1007O-01-028.014	COAST ACQUISITIONS LLC	C/O GLEN A ANGUS	OCEAN SPRINGS	MS	39564
N	55589	1007O-01-028.000	COAST ACQUISITIONS LLC	C/O GLEN A ANGUS	OCEAN SPRINGS	MS	39564
	106458	1007O-01-045.003	COOPER ANN KAY	8736 BOSS HURLEY RD	BILOXI	MS	39532
	55587	1007O-01-034.000	DUNN JAMIE R & ERICK WARREN	13169 SNUG HARBOR RD	BILOXI	MS	39532
	109547	1007O-01-045.005	FERGUSON BETTY L	1720 32ND AVE	GULFPORT	MS	39501
	55570	1007O-01-038.000	GORE MYRNA JOY	13215 SNUG HARBOR RD	BILOXI	MS	39532
	55492	1007N-01-036.000	GORENFO KATHY & KENDRICK KATHLEEN	4507 CHAMBERLAIN AVE	GULFPORT	MS	39507
	90937	1007O-01-045.000	HANSON AARON	673 OLD HIGHWAY 49	MCHENRY	MS	39561
	55567	1007O-01-037.000	HUDSON KENNETH L & KATHLEEN M	22189 SAUCIER LIZANA RD	SAUCIER	MS	39574
	55583	1007O-01-035.000	LEE MICHAEL W	13179 SNUG HARBOR ROAD	BILOXI	MS	39532
	55490	1007N-01-035.000	MARIE GEORGE ANDREW SR & KELLY M	11033 WOOLMARKET LAKES RD	BILOXI	MS	39532
N	55511	1007N-01-034.000	MARIE GEORGE ANDREW SR & KELLY M	11033 WOOLMARKET LAKES RD	BILOXI	MS	39532
	109546	1007O-01-045.004	MCLEAN JANICE L	13231 SNUG HARBOR RD	BILOXI	MS	39532
	55491	1007N-01-037.000	MILLER RHONDA L	11003 WOOLMARKET LAKE RD	BILOXI	MS	39532
	55572	1007O-01-043.000	MOZINGO PROPERTIES LLC	549 E PASS RD	GULFPORT	MS	39507
N	55573	1007O-01-044.000	MOZINGO PROPERTIES LLC	549 E PASS RD	GULFPORT	MS	39507
	55564	1007O-01-041.000	OSTAVITZ BRIAN & STACY	10603 WOOLMARKET LAKE ROAD	BILOXI	MS	39532
	90933	1007O-01-032.000	PIERCE A JAY & ANNE F	924 BRIDGE ST	GULFPORT	MS	39501
	55507	1007N-01-038.000	RAYMOND AARON M	P O BOX 6414	D'IBERVILLE	MS	39540
	55574	1007O-01-039.000	SCHILTZ MYRNA JOY	13215 SNUG HARBOR RD.	BILOXI	MS	39532
	55571	1007O-01-042.000	STEPHENS JOHNETTE DEES	1004 CENTRAL AVE WEST	WIGGINS	MS	39577
N	55569	1007O-01-043.001	STEPHENS JOHNETTE DEES	1004 W CENTRAL AVE	WIGGINS	MS	39577
	55568	1007O-01-040.000	TYSON ROBERT C JR & PRICE HAROLD P	10597 WOOLMARKET LAKE RD	BILOXI	MS	39532
	55584	1007O-01-036.000	ULRICH WAYNE J SR	20541 JOHNSON RD	LONG BEACH	MS	39560

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:****IPL0047366****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**

October 28, 2021 4:07:23 PM EDT

Amount:

50.52

SCHEDULE FOR AD NUMBER IPL00473660

November 3, 2021
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00473660**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, November 18, 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 2110PC162, by agent Felix L. Lee, tax parcels 0811E-02-018.000, 0811E-02-019.000, Request to rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1715 and 1721 29th Avenue, Ward 2

Planning Commission Approval 2111PC172, by agent Heather L. Wilson, tax parcel 0808D-01-004.000, Requests home occupation for hobby sales of homemade soap, 12505 Depew Road, Zoned R-1-10 (Single-family), Ward 7

Planning Commission Approval 2111PC174, by owner Hazel Ann Beavers, tax parcel 0711L-02-029.001, request home occupation for a mobile notary, 1608 Rhorer Ave. Zoned R-1-7.5 (Single family), Ward 1

Final Plat 2111PC175, 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 Final Plat 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 2111PC176, by agent Freddie Fountain, tax parcel 0907J-01-001.005, Requests to rezone from R-1-15 (Single-family) to R-B (Residence business), Three Rivers Rd, Ward 6

General Plan 2111PC177, by owner River Point Estates, LLC, tax parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, and 1007O-01-028.008, Approval of General Plan for a 7-lot subdivision (River Point Estates), O'Neal Rd, Zoned R-E (Residence estate), Ward 6

Final Plat 2111PC178, by agent Brown, Mitchell, and Alexander, Inc., tax parcel 1009E-02-002.001, Request approval for multiple buildings on one property, 10185 Lorraine Rd, Zoned I-1 (Light industry), Ward 5.

Planning Commission Approval 2111PC179, by owners Khristopher and Kayla Dedeaux, tax parcel 1008F-01-003.037, Request home occupation for online women's clothing boutique, 10830 Plummer Circle, Zoned R-1-10 (Single-family), Ward 6

Special Exception 2112SE181, by agent Ryan Goldin, tax parcel 0910B-04-025.000, Requests a Day Care use, 55 51st St, Zoned R-1-7.5 (Single-family), Ward 4

This the 27th day of October 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: Planning Commission Approval 2111PC179:

Planning Commission Approval 2111PC179, by owners Khristopher and Kayla Dedeaux, tax parcel 1008F-01-003.037, Request home occupation for online women's clothing boutique, 10830 Plummer Circle, Zoned R-1-10 (Single-family), Ward 6

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2111PC179

Hearing Date: November 18, 2021

Current Zoning/Use: R-1-10 / Single Family Home

Legal: Planning Commission Approval 2111PC179, by owners Khristopher and Kayla Dedeaux, tax parcel 1008F-01-003.037, Request home occupation for online women's clothing boutique, 10830 Plummer Circle, Zoned R-1-10 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests Planning Commission Approval to allow for an online women clothing boutique at 10830 Plummer Circle zoned R-1-10 (Single family) district. The applicant states, "They use huge vendors most based out of California and those vendors include Kori America, Davi & Dani, & Peach Love California.

The applicant further states that they will keep things on site for any events that they do. The biggest event is Christmas City, as well as pop up shops or events at hair salons occasionally. Everything sold will be shipped. Applicant makes frequents visits to the post office between 1-2 times a week as well as receive deliveries from vendors once a week from UPS.

EXECUTIVE SUMMARY

The applicant has indicated that there will be no clients coming to the home, therefore there will be no traffic congestion contributed by the applicants business. Review of the application submitted by the applicant, shows that items will be sold online or at public events. However, bulk storage is not allowed. Applicant must limit storage of items.

Any approval should consider these conditions:

1. Applicant shall not have bulk storage at the home.
2. No customers shall come to the applicant's home.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 11/8/21.

Public Works: No conditions. Memo dated 11/5/21.

Traffic and Safety: No conditions. Memo dated 11/5/21.

B.12

Technical Report
PLANNING COMMISSION APPROVAL

Building Code Services: No customers at the home. Memo dated 11/2/21.

GIS: No comment as of 11/8/21.

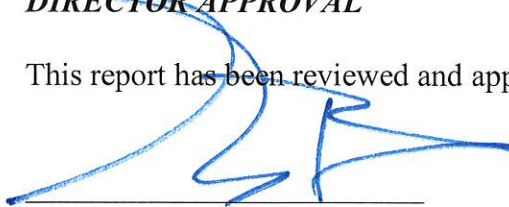
Police Department: No conditions. Memo dated 11/3/21.

Fire Department: No conditions. Memo dated 11/3/21.

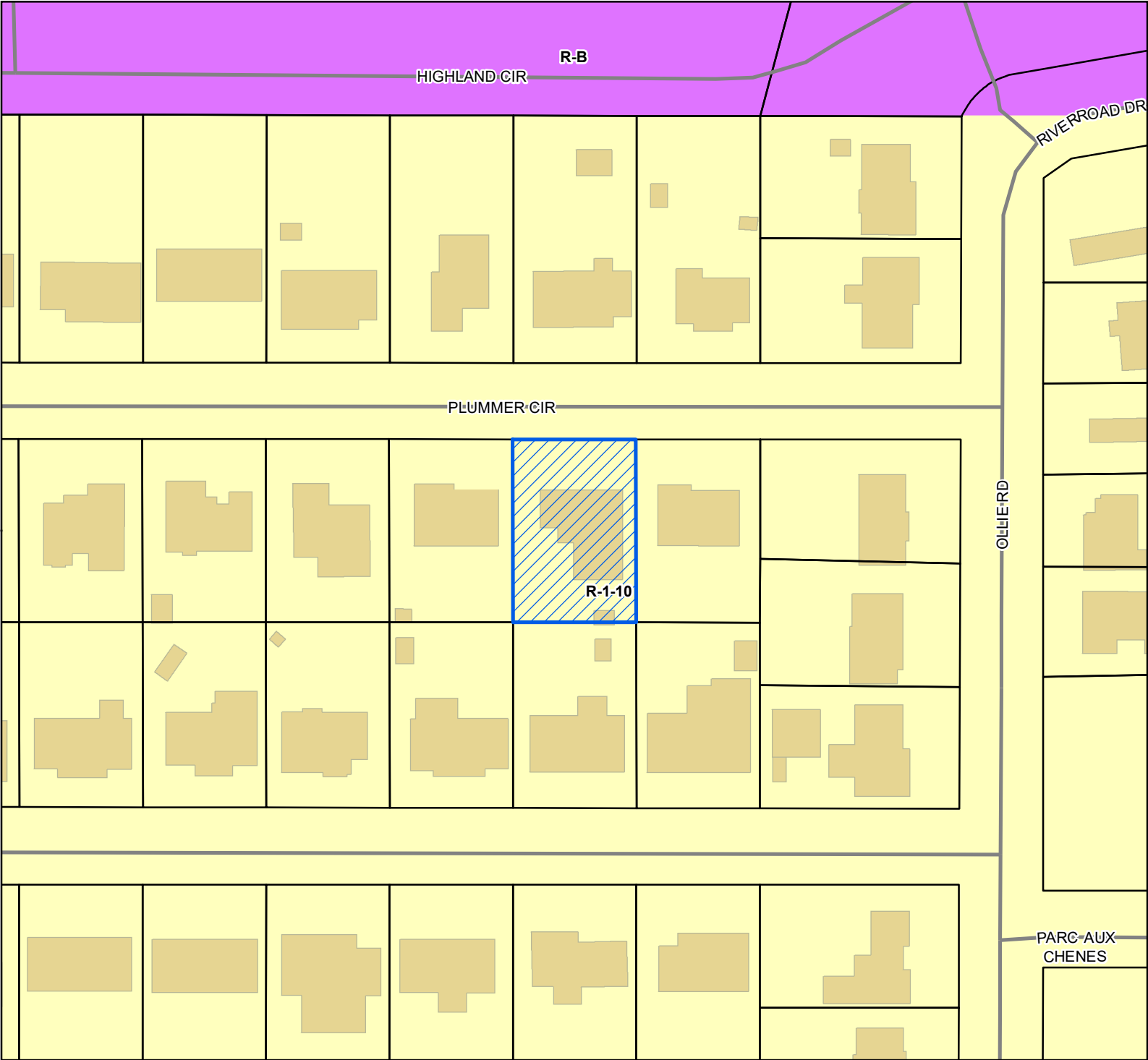
City Arborist: No conditions. Memo dated 11/3/21.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Site

Street

Parcels

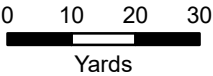
Buildings

Zoning

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

R-B - Residence-Business District

Site Information
1008F-01-003.037
Zoning: R-1-10 (Single Family)
Size: 9,600 sq ft.
Flood: X



1 inch = 90 feet



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



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

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL #

1	0	0	8	F

 -

0	1

 -

0	0	3

 •

0	3	7

(If necessary, use separate sheet of paper)

Address of Property Involved: 10830 Plummer cir. Gulfport, MS 39508

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Business License

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

Christopher Dedeaux
Printed Name of Owner

10830 Plummer circle
Mailing Address

Gulfport MS 39503
City State Zip code

228-341-4557
Home Phone Work/Cell Phone

Kdedeaux90@gmail.com
Email

Kb Dedeaux
Signature of Owner

Printed Name of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature of Agent

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



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

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

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

NAME OF OWNER (PRINT) Christopher Dedekau
ADDRESS (STREET, CITY, STATE, ZIP CODE) 10830 Plummer Cir. Gulfport, MS 39503
PHONE # (H) (228) 341-4557 (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: Kb Dedekau

NAME OF OWNER (PRINT) Kayla Dedekau

ADDRESS (STREET, CITY, STATE, ZIP CODE) 10830 Plummer Cir. Gulfport, MS 39503

PHONE # (H) (228) 341-4394 (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: [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 _____

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: ~~Christopher Dedean~~ Kayla Dedean

Address: 12830 Plummer cir.

Phone: (Home) 228 341 4344 (Work/Cell) 228-341-4557

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

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

Nature of business: Online womens Boutique

Please fill in all the appropriate blanks:

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

Earlier than 8:00 a.m. _____

Give hours: _____

Later than 5:00 p.m.: _____

Give hours: _____

Method of conducting business:

Telephone: _____

Mail order: X

Personal computer: _____

Appointment: _____

Traffic generation:

Is there any delivery of goods or products to the residence? Yes

If so, specify the number and frequency of deliveries: 1/2 a week

Describe size of vehicle making deliveries: UPS

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

NO, all items shipped only.

Specify number and frequency of visits by clients and customers: None

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

Is special equipment required in production? NO

If so, described it, giving size of motor, etc. _____

Are sales made from the premises? Sold online Only

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

Local stores on consignment: _____

Arts and crafts or flea markets: _____

Trade shows: _____

Other: _____

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

Yes _____ No X

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

Printed Name: Kayla Dedeark

Signature: 

Date: 10/03/2021



Area Map

Printed 10/6/2021

PLUMMER CIR

10840 PLUMMER CIR

1008F-01-003.038

1008F-01-003.037

1008F-01-003.036

1008F-01-003.033

1008F-01-003.034

1008F-01-003.035

10830 PLUMMER CIR

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



1 inch = 20 feet

DATA DISCLAIMER:

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To whom it may concern,

I Kristopher Dedeaux authorize my wife Kayla Dedeaux to run Kaylon Boutique out of our home. I give permission to get a business license.

Thank you!

X 

X 



Elizabeth K. Macmillan
October 6, 2021

Cory Long

From: Kaylon Boutique <kaylonboutique@gmail.com>
Sent: Wednesday, October 6, 2021 1:00 PM
To: Cory Long
Subject: Kayla Dedeaux

Kaylon Boutique
Kayla Dedeaux

We use huge vendors most based out of California. Those vendors include Kori America, Davi & Dani, & Peach Love California.

We also keep things on site for any events we do. The biggest one we do is Christmas City, we attended last year and will be attending again this year. We also have had some support with other businesses & do pop up events at a hair salon occasionally.

Everything we sell gets shipped. I go to the post office between 1-2 times a week & we get a delivery from any of of the vendors above once a week from usually UPS.

Thank you for your time! If there is anything else you need, please don't hesitate to reach out.

2020 Landroll Information

DEDEAUX KHRISTOPHER WILLIAM

10830 PLUMMER CIR GULFPORT, MS 39503

Physical Street Address:

10830 PLUMMER CIR

Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
1008F-01-003.037	99234	2GO	Regular	1
Supervisor District:		Subdivision:		
2		OAKLEIGH MANOR N REPLAT RET VLGE W		

Exemption Code

Non-Exempt

Section	Township	Range
06	07	10

Instrument Number(s)

2018-0001418-D-J1, 1469/0169, 1356/0557, 1317/0443, 1043/0242

Acres	Land Value	Improvements	Total Value	Assessed Value
0	23000	75744	98744	9874

Legal Description

LOT 37 OAKLEIGH MANOR NORTH SUBD REPLAT OF REPLAT OF RETREAT VILLAGEWEST

There are 2 building description records attached to this parcel.

Building 1 (Primary)

Year Built:	0
Base Square Feet:	1421
Second Floor Area:	0

Building 2

Year Built:	0
Base Square Feet:	120
Second Floor Area:	0

[Click Here To Print](#) | [Close Window](#)

(F)

Home - NO extra Cars

Water - GUISPONT Water

Waste - Waste management

Fire - Home Nothing Extra

Other Public - None Needed

Home - Online Only Small Sales
Shipping Only

NO extra Cars NO traffic Congestion
OR Traffic Hazard.

UNOFFICIAL



J. Jordan 1st Judicial District
Instrument 2018 1418 D -J1
Filed/Recorded 8/12/2018 04:29 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

Indexing Instructions:

File#180327

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,

UNOFFICIAL
ANDREA C CODDING,
surviving joint tenant of Richard M. Coddling, Jr. Deceased
16936 ACRON STREET
GULFPORT, MS. 39503
228-669-1238

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

KHRISTOPHER WILLIAM DEDEAUX
A MARRIED MAN
10830 PLUMMER CIRCLE
GULFPORT, MS 39503
228-341-4557

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:

Lot Thirty-Seven (37), OAKLEIGH MANOR NORTH SUBDIVISION, a 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 County, Mississippi, in Plat Book 36 at Page 58 thereof, reference to which is hereby made in aid of and as a part of this description.

UNOFFICIAL

UNOFFICIAL

2

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 9th day of March, 2018.


ANDRA C CODDING

STATE OF MISSISSIPPI

UNOFFICIAL

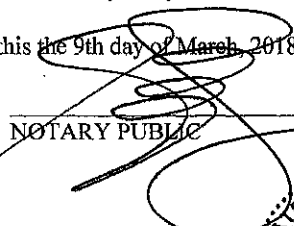
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ANDRA C. CODDING, who acknowledged that she 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 9th day of March, 2018.

(SEAL)

My Commission Expires:


NOTARY PUBLIC



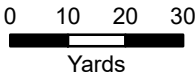
UNOFFICIAL

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			KHRISTOPHER DEDEAUX	10830 PLUMMER CIR	GULFPORT	MS	39503
			Adjacent Property Owners				
	99230	1008F-01-003.033	ADAMS ROBERT A JR & LINDA B-TRUSTEE	P O BOX 18614	HATTIESBURG	MS	39404
	99207	1008F-01-003.011	BOWEN MICHAEL A & PAMELA M	10647 PLUMMER CIRCLE	GULFPORT	MS	39503
	96322	1008F-01-003.006	CHRISTIE LEO R & LINDA L	12097 OLLIE RD	GULFPORT	MS	39503
	99208	1008F-01-003.012	CROTTS RAY E II	25995 SOMERSET CIR	BILOXI	MS	39531
	99232	1008F-01-003.035	CUNNINGHAM JEFFREY M & MEREDITH	10620 PLUMMER CIR	GULFPORT	MS	39503
	99206	1008F-01-003.010	DENOUX SHARON LEE	10635 PLUMMER CIRCLE	GULFPORT	MS	39503
	99257	1008F-01-003.060	DESMOND CIARA J & JOSHUA JOSEPH T	10815 PLUMMER CIR	GULFPORT	MS	39503
	96317	1008F-01-003.001	DEZONIA DONNA L	12125 OLLIE RD	GULFPORT	MS	39503
	96319	1008F-01-003.003	GREEN GRETCHEN -ETAL-	172 MILL POND ROAD	LAKE WYLIE	SC	29701
	99233	1008F-01-003.036	HARMAN CHARLES	1751 JAMES BUCHANAN DR	BILOXI	MS	39531
	96318	1008F-01-003.002	HERRON ROSWITHA S -L/E-	12119 OLLIE RD	GULFPORT	MS	39503
	99237	1008F-01-003.040	ISP PROPERTIES LLC	11625 BLUFF LN	GULFPORT	MS	39503
	99229	1008F-01-003.032	KORN RICHARD JR & DONNA	10646 PLUMMER CIRCLE	GULFPORT	MS	39503
	99261	1008F-01-003.062	LANDRY CALIN MARIE	151 GRANDE VIEW DR APT 87	BILOXI	MS	39531
	99258	1008F-01-003.061	MEYERS JAMES H	10825 PLUMMER CIRCLE	GULFPORT	MS	39503
	99231	1008F-01-003.034	MOON KATHLEEN M	10628 PLUMMER CIR	GULFPORT	MS	39503
	99256	1008F-01-003.059	MOSELEY RICHARD BRIAN	10807 PLUMMER CIR	GULFPORT	MS	39503
	99228	1008F-01-003.031	NICHOLSON JILL A	10652 PLUMMER CIR	GULFPORT	MS	39503
	96320	1008F-01-003.004	PARKER SYLVIAR A	12101 OLLIE RD	GULFPORT	MS	39503
	99235	1008F-01-003.038	PERKINS DAVID	10826 PLUMMER CIR	GULFPORT	MS	39503
	96321	1008F-01-003.005	RODGERS DAVID A III & CHARLOTTE C	12091 OLLIE RD	GULFPORT	MS	39503
	99205	1008F-01-003.009	ROMINGER KENNETH M & BARBARA A	10629 PLUMMER CIR	GULFPORT	MS	39503
	99236	1008F-01-003.039	ROUTHIER MARIE C	10816 PLUMMER CIR	GULFPORT	MS	39503
	99204	1008F-01-003.008	RUSS JOSEPH A	10619 PLUMMER CIRCLE	GULFPORT	MS	39503
	99260	1008F-01-003.063	STOUT MICHAEL W & LISA M	10841 PLUMMER CIR	GULFPORT	MS	39503



Legend

-  Site
-  Adjacent Properties
-  Street
-  Buildings



1 inch = 100 feet



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

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:**

IPL0044264

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

56.28

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**

October 6, 2021 4:11:37 PM EDT

Amount:

56.28

SCHEDULE FOR AD NUMBER IPL00442640

October 13, 2021

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00442640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 28, 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 2108PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 & 0908C-01-001.000, Request zoning from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

Zoning Map Amendment 2109PC144, by agent Greg Smith, tax parcel 1011D-01-028.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), 157 Oleander Dr, Ward 2

Resubdivision 2110PC157, by agent Jacques P. Pucheu, tax parcels 1009K-03-001.000, 1009L-02-001.000, Divide into 6 new parcels, Dolphin Lane and Greel Cr, Zoned I-2 (Heavy Industrial district) and R-1-7.5 (Single-family), Ward 5

Planning Commission Approval 2110ZB160, by owner Caleb Fredericks, tax parcel 0810E-02-104.000, Request for duplex use, Monroe St, Zoned R-1-5 (Single-family), Ward 3

Resubdivision 2110PC163, by owner Elliott Land Development, tax parcel 0811G-02-016.000, Divide into seven new parcels, Thomson Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Resubdivision 2110PC164, by agent William Tully Rhodes, tax parcel 0807J-01-007.000, Divide into seven new parcels, Duckworth Road, Zoned R-1-15 (Single-family), Ward 3

General Plan 2110PC165, by Brown, Mitchell & Alexander, Inc., tax parcels 0908C-01-001.000 and 0908E-01-001.001, Approval of General plan for 43-lot subdivision (Florence Gardens Phase X), Music St, Zoned R-1-7.5 (Single-family), Ward 6

Resubdivision 2110PC166, by agent Heinrich & Associates, tax parcel 0707Q-01-004.000, Divide into 2 new parcels, 13558 John Clark Rd, Zoned R-1-15 (Single-family), Ward 7

Final Plat 2110PC167, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-022.000, Approval of Final Plat for 19-lot subdivision (Gulfview Villas), E Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Final Plat 2110PC168, by agent Heinrich and Associates, LLC, tax parcel 0808K-03-133.000, Approval for Zero Lot Line Final Plat for a 62-lot subdivision (Camden Court), Dye Rd, Zoned R-2 (Single-family), Ward 7

Final Plat 2110PC169, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-051.000, Approval of Final Plat for a 10-lot townhome development (Courtyards At The Courthouse Plan), Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

This the 10th day of September 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

W00000000
Publication Dates:

[<< Click here to print a printer friendly version >>](#)

CITY OF GULFPORT
Dept. Of Urban Development - Planning
PO Box 1780
Gulfport, Mississippi 39502
(228) 868-5710
Fax: (228) 868-5708

TRANSMITTAL LETTER AND RECOMMENDATION FORM

To:

- | | |
|---|---|
| ☐ Engineering, Jeremy Harrison | ☐ GIS, Brian Deming |
| ☐ Police Department, Craig Petersen | ☐ Building Department, Gary Anderson |
| ☐ Public Works, Tyler Gentry | ☐ Landscape Manager, Randy Wales |
| ☐ Fire Department, Greg Marks | ☐ City Arborist, Alan Featherston |
| ☐ Traffic & Safety, Ken Northington | ☐ Property Manager, Lyman Seymour |
| ☐ NCBC Planning Department, Colleen E. Barrett | ☐ Tax Assessor, Alicia S. Cothen (Final Plat Only) |

From: Urban Development-Planning Division

RE: Special Exception 2112SE181:

Special Exception 2112SE181, by agent Ryan Goldin, tax parcel 0910B-04-025.000, Requests a Day Care use, 55 51st St, Zoned R-1-7.5 (Single-family), Ward 4

FAX: 228-868-5708

_____ **No conditions**
_____ **Conditions (State your condition(s) and establish a deadline date for condition(s) to be met.)**
_____ **Disapprove (List reason(s))**

If your department/agency has any pending or past issues regarding the subject property, which may have bearing on this case, please specify; e.g. permit issues, stop work order, and code violations.

Company/Department Name:

Signature:

Date:

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 18, 2021

Re: Special Exception 2112SE181:

Special Exception 2112SE181, by agent Ryan Goldin, tax parcel 0910B-04-025.000, Requests a Day Care use, 55 51st St, Zoned R-1-7.5 (Single-family), Ward 4

Technical Report

SPECIAL EXCEPTION

GENERAL INFORMATION

Case File Number: 2112SE181

Hearing Date: Zoning Board November 18, 2021
Planning Commission November 18, 2021

Current Zoning/Use: R-1-7.5 / Commercial building

Legal: Special Exception 2112SE181, by agent Ryan Goldin, tax parcel 0910B-04-025.000, Requests a pre-school use, 55 51st St, Zoned R-1-7.5 (Single-family), Ward 4

TECHNICAL DETAILS

The applicant requests special exception for a day care use located at 55 51st Street. It is stated by the applicant; the subject site was originally built as and used for a private school named (Westminster Academy) until 2013 when with a name change it operated a (Hope Academy) Grades Pre-K5 and 6.

Upon staff review, this location has no record of having a school or daycare use. Therefore, the applicant needs special exception to allow for a daycare.

EXECUTIVE SUMMARY

The site's parking lot provides onsite turnaround and meet the number of required parking spaces for the proposed use. In addition, the use would be in harmony with the existing neighborhood. The neighborhood consist of two churches, Bayou View Park, and Bayou View Elementary School.

Any approval should consider these conditions:

1. This appears to be a change-of-use and will be required to comply with current with all Building and Fire Codes. Sprinkler system and fire alarms required.
2. Must meet applicable code requirements for a daycare facility.

DEPARTMENTAL CONDITIONS

Engineering: No comment as of 11/8/2021.

Public Works: No conditions. Memo dated 11/5/2021.

Traffic and Safety: No conditions. Memo dated 11/5/2021.

Building Code Services: Must meet all current Building and Fire Codes. Sprinkler system and fire alarms required. Memo dated 11/2/2021.

Technical Report
SPECIAL EXCEPTION

GIS: No conditions. Memo dated 11/8/2021.

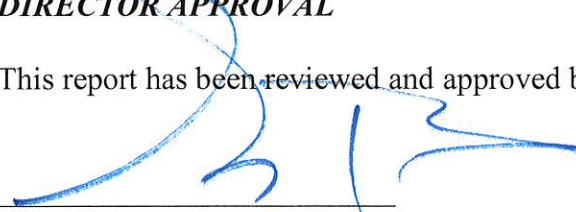
Police Department: No comments as of 11/3/2021.

Fire Department: Must meet applicable code requirements for a daycare facility.
Memo dated 11/3/2021.

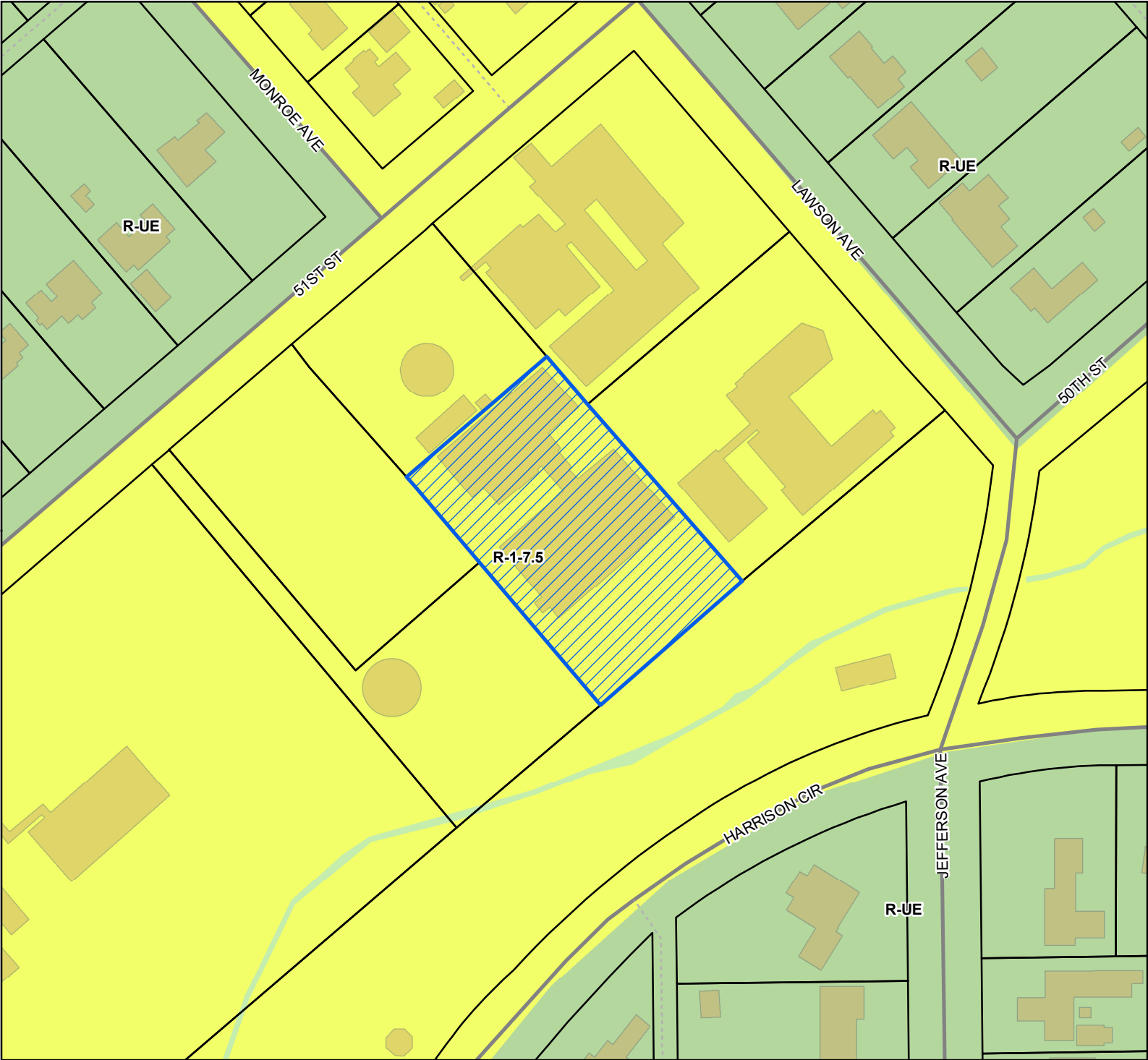
City Arborist: No conditions. Memo dated 11/3/2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



 Site

 Street

 Alley

 Parcels

 Buildings

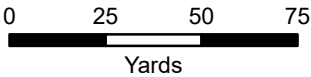
 Water Features

Zoning

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

 R-UE - Residential Urban Estate

Site Information
0910B-04-025.000
Zoning: R-1-7.5 (Single Family)
Size: 1.48 acres
Flood: X



1 inch = 150 feet



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

For Staff Use Only

Case File #: 2112 SE 181Date Received: 10/11/21

Receipt #: _____

Received By: CLZoning: R-1-7.5Ward: 4 Flood: XSize: 1.48 acres

(If necessary, use separate sheet of paper)

APPLICATION FOR SPECIAL EXCEPTION

Property Information

TAX PARCEL #	0	9	1	0	B	-	0	4	-	0	2	5	•	0	0	0
						-			-				•			
						-			-				•			

Address of Property Involved: 55-51st Street (formerly 5003 Lawson Ave)Lot(s) ¹ _____, Block(s) ¹⁷ _____, Subdivision BAYOU VIEW SUBDIVISIONGeneral Location: Bayou View between Bayou View Elementary & Trinity United Methodist Church

GENERAL DESCRIPTION OF REQUEST:

Preschool and after school care center

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Printed Name Of Owner

FLORENCE GARDENS LLC

Mailing Address

12321 PRESERVATION DRIVE

City

GULFPORT

State

Zip code

Home Phone

228-539-5039

Work/Cell Phone

228/326-7292

Email

ryan@florencegardens.com

Signature Of Owner

Printed Name Of Agent

RYAN GOLDIN

Mailing Address

SAME

City

State

Zip code

Home Phone

SAME

Work/Cell Phone

Email

SAME

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.

APPLICATION FOR SPECIAL ZONING VARIANCE

55 – 51ST STREET GULFPORT 39507

SUBMISSION REQUIREMENTS

- A. APPLICATION ATTACHED
- B. SITE PLAN ATTACHED
- C. PROOF OF OWNERSHIP//DEED ATTACHED
- D. NOT APPLICABLE
- E. PERSONS REQUESTED:
 - a. Laurie Dalto, 310 Debuys Road, Biloxi 39531
 - b. Phillip Carlisle c/o Florence Gardens, 12321 Preservation Dr Gulfport 39503
- F. WRITTEN STATEMENT TO ZONING BOARD ATTACHED
- G. WRITTEN STATEMENT TO PLANNING COMMISSION ATTACHED

WRITTEN STATEMENT TO ZONING BOARD
FROM: FLORENCE GARDENS LLC
DATE: October 8, 2021

DEAR MEMBERS:

The subject site was originally built as and used for a private school named (Westminster Academy until 2013 when with a name change it operated as Hope Academy) Grades Pre-K5 thru 6.

*INGRESS/EGRESS: shown on site plan as entering on the dedicated access road between BVE and Trinity UMC. Egress will be through Westminster Presbyterian parking lot to Lawson Avenue.

*OFFSTREET PARKING/LOADING: not applicable

*REFUSE AND SERVICE: small waste disposal box location shown on site plan; service vehicles use same ingress/egress as other vehicles.

*UTILITIES: city services and Miss Power have been in continuous operation since the 1970s.

*SCREENING: fencing and landscape are pre-existing

*SIGNS: One sign placed at 51st Street entrance. Non-electric

*YARDS/OPEN SPACE: located behind the building shown on site plan

*GENERAL COMPATIBILITY: the childcare center is located on an interior lot surrounded by two churches, Bayou View Park, and Bayou View Elementary School.

*OVERVIEW: the property location and buildings are ideal for use as a childcare center/school.

Thank you for your consideration.

Best regards,



RYAN GOLDIN

FLORENCE GARDENS LLC

228/539-5039, EXT 4

WRITTEN STATEMENT TO PLANNING COMMISSION
FROM: FLORENCE GARDENS
DATE: OCTOBER 8, 2021

Dear Members:

Thank you for your consideration of a childcare center on the property formerly serving as Westminster Academy and Hope Academy.

The facility exists in the same location since 1970. Access is by two-way 51st Street both ways then an access road. Public transportation is not required.

Water and sewer are provided by the City.

Fire and police protection are adequate.

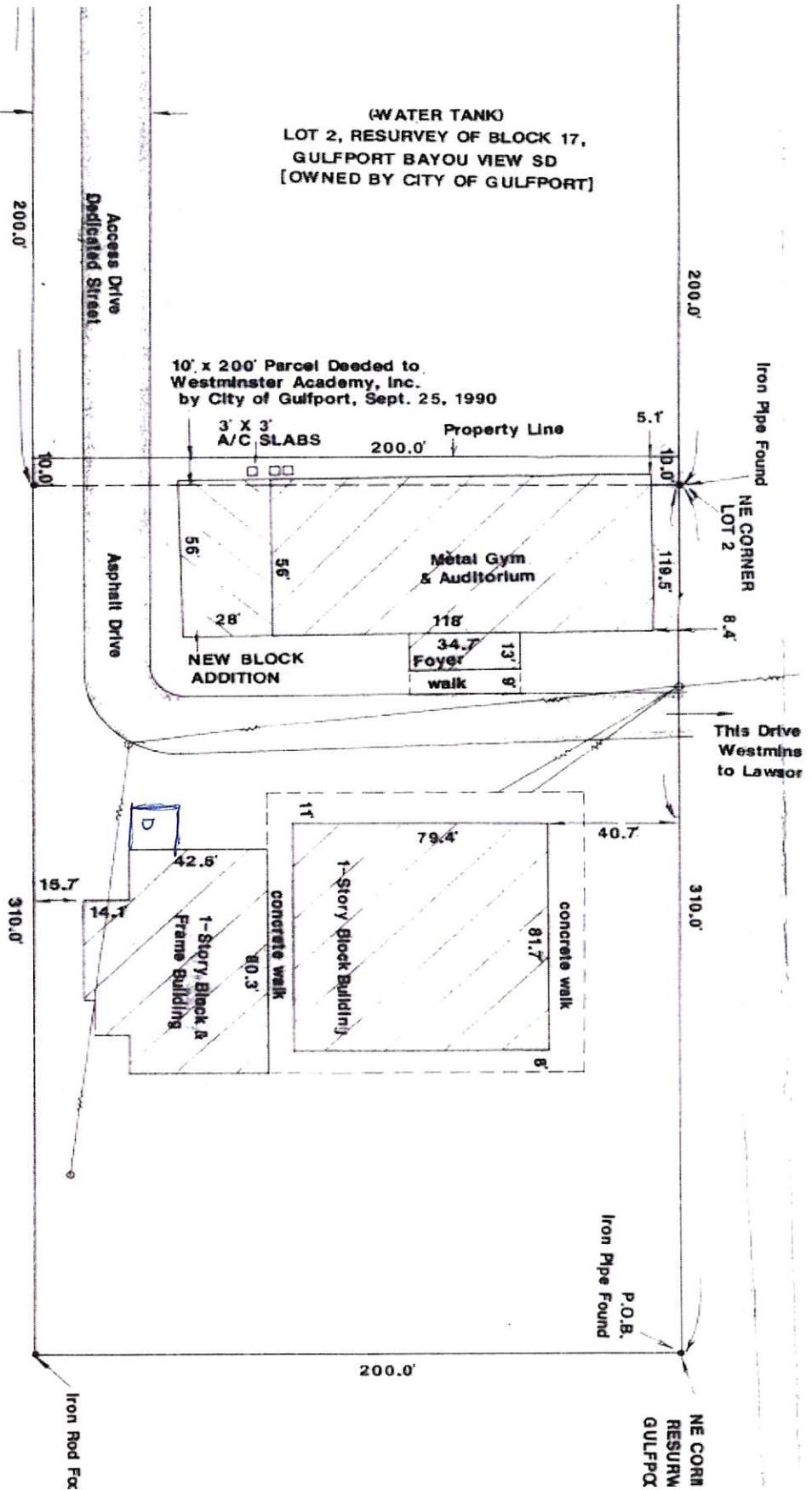
The facility is located on an interior lot and will exist in harmony with the surrounding churches, Bayou Park, and Bayou View Elementary School.

Best regards,



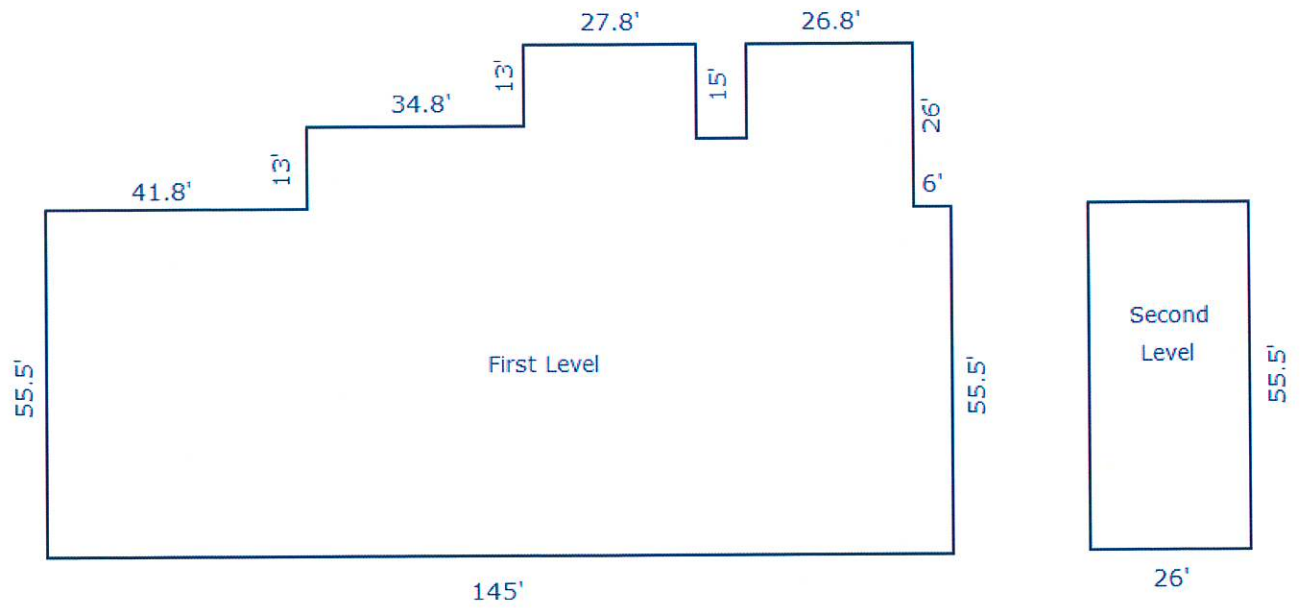
RYAN GOLDIN
FLORENCE GARDENS
228/539-5039, EXT 4

35' Dedicated Public Street
[Deed Book 648, Pages 488-489]



IMPROVEMENT SUMMARY AND ANALYSIS - CONTINUED

BUILDING SKETCH



AERIAL PHOTOGRAPH



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5

Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT
NOTICE OF SUBSTITUTE
TRUSTEE'S SALE
WHEREAS, on April 8, 2009,
Westminster Academy, Inc.,
executed a Deed of Trust to J.
Patrick Caldwell, Trustee for
the benefit of BancorpSouth
Bank, which Deed of Trust is
recorded in the Records of
Mortgages and Deeds of
Trust on Land by Instrument
No. 2009 7834 T-J1 in the
office of the Chancery Clerk of
the First Judicial District of
Harrison County, Mississippi;
and,
WHEREAS, on June 23,
2009, Westminster Academy,
Inc., executed a Deed of Trust
to J. Patrick Caldwell, Trustee
for the benefit of Bancorp-
South Bank, which Deed of
Trust is recorded in the afore-
said records by Instrument
No. 2009 9933 T-J1 in the
office of the Chancery Clerk of
the First Judicial District of
Harrison County, Mississippi;
and,
WHEREAS, on June 23,
2009, Westminster Academy,
Inc., executed a Deed of Trust
to J. Patrick Caldwell, Trustee
for the benefit of Bancorp-
South Bank, which Deed of
Trust is recorded in the afore-
said records by Instrument
No. 2009 12302 T-J1 in the
office of the Chancery Clerk of
the First Judicial District of
Harrison County, Mississippi;
and,
WHEREAS, on February 16,
2011, Westminster Academy,
Inc., executed a Deed of Trust
to J. Patrick Caldwell, Trustee
for the benefit of Bancorp-
South Bank, which Deed of
Trust is recorded in the afore-
said records by Instrument
No. 2011 2063 T-J1 in the
office of the Chancery Clerk of
the First Judicial District of
Harrison County, Mississippi;
and,
WHEREAS, on February 16,
2011, Westminster Academy,
Inc., executed a Deed of Trust
to J. Patrick Caldwell, Trustee
for the benefit of Bancorp-
South Bank, which Deed of
Trust is recorded in the afore-
said records by Instrument
No. 2011 3457 T-J1 in the
office of the Chancery Clerk of
the First Judicial District of
Harrison County, Mississippi;
and,
WHEREAS, on June 24,
2014, Westminster Academy,
Inc., executed a Deed of Trust
to J. Patrick Caldwell, Trustee
for the benefit of Bancorp-
South Bank, which Deed of
Trust is recorded in the afore-
said records by Instrument
No. 2014 5217 T-J1 in the

office of the Chancery Clerk of
the First Judicial District of
Harrison County, Mississippi;
and,
WHEREAS, on December 19,
2014, Westminster Academy,
Inc., executed a Deed of Trust
to J. Patrick Caldwell, Trustee
for the benefit of Bancorp-
South Bank, which Deed of
Trust is recorded in the afore-
said records by Instrument
No. 2015 503 T-J1 and re-
recorded by Instrument No.
2016 526 T-J1 in the office of
the Chancery Clerk of the First
Judicial District of Harrison
County, Mississippi; and,
WHEREAS, BancorpSouth
Bank appointed and sub-
stituted Michael B. McDermott in
the place and stead of said
original trustee named in the
aforesaid original Deeds of
Trust, by instrument filed of
record in the office of the
Chancery Clerk and recorded
in said office by Instrument
No. 2016 1062 T-J1; and
WHEREAS default having
been made in the terms and
conditions of said Deeds of
Trust in favor of Bancorp-
South Bank, and the holder of
the note and Deeds of Trust
having requested the Sub-
stitute Trustee to sell the subject
property, I will, on the 8th day
of April, 2016, offer for sale
and sell at public outcry, be-
tween the hours of 11:00 A.M.
and 4:00 P.M. at the main east
door of the county courthouse
of the First Judicial District of
Harrison County, Mississippi,
for cash to the highest bidder,
the following described prop-
erty, lying and being situated
in the First Judicial District of
Harrison County, State of Mis-
sissippi, to-wit:
That portion of Lot 1 of Re-
survey of Block 17, GULF-
PORT BAYOU VIEW SUB-
DIVISION in the City of Gulf-
port, Harrison County, Missis-
sippi, described as follows:
Beginning at the northeast
corner of Lot 1, Resurvey of
Block 17, Gulfport Bayou
View Subdivision, run thence
in a westerly direction along
the northern line of said lot a
distance of 310.0 feet; run
thence in a southerly direction
along the eastern boundary
line of property belonging to
the City of Gulfport a distance
of 200 feet; run thence in an
easterly direction parallel to
the northern line of said Lot 1 a
distance of 310 feet to the
eastern line of said Lot 1; run
thence in a northerly direction
along the eastern line of said
Lot 1 for a distance of 200 feet
to the point of beginning.
Together with a right of way
easement over the East 10
feet feet of Lot 2 and being
more particularly described in
that certain Easement
recorded in Book 934 at Page
238 in the records of the
Chancery Clerk of Harrison
County, Mississippi.
I will convey only such title as
is vested in me as Substitute
Trustee.
Signed, posted and
advertised this 25th day of
February, 2016.
MICHAEL B. MCDERMOTT,
SUBSTITUTE TRUSTEE
PUBLISH 3 TIMES:
March 18, 2016
March 25, 2016
April 1, 2016

Before me, the undersigned Notary of Harrison County,
Mississippi personally appeared Crysta Brackett who, being
by me first duly sworn, did depose and say that she is a clerk of
The Sun Herald, a newspaper published in the city of Gulfport, in
Harrison County, Mississippi, and the publication of the notice, a copy of
which is hereto attached, has been made in said paper 3 times
in the following numbers and on the following dates of such paper, viz:

Vol. 132 No., 167 dated 28 day of Mar, 20 16
Vol. 132 No., 174 dated 25 day of Mar, 20 16
Vol. 132 No., 181 dated 1 day of Apr, 20 16
Vol. _____ No., _____ dated _____ day of _____, 20 ____
Vol. _____ No., _____ dated _____ day of _____, 20 ____
Vol. _____ No., _____ dated _____ day of _____, 20 ____
Vol. _____ No., _____ dated _____ day of _____, 20 ____

Affiant further states on oath that said newspaper has been
established and published continuously in said county for a period of
more than twelve months next prior to the first publication of said
notice.

Crysta Brackett

Clerk

Sworn to and subscribed before me this 1 day of

April

A.D., 20 16

Meri A. Jackson

Notary Public

*The Sun Herald has been deemed eligible for publishing legal notices in Jackson County
to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



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Designation of Agent

FLORENCE GARDENS LLC
MARTIN GOLDIN, MGR, being owner of the property 55-51st Street
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Ryan Goldin to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

Such representation shall be for all purposes concerning any manner, right, or obligation relating to this petition. This designation authorizes my agent to make verbal or written representations and/or declarations on my behalf, and I shall be legally bound by said verbal or written representations and/or declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.

[Signature] October 14, 2021
MARTIN GOLDIN, MEMBER Date
Signature FLORENCE GARDENS LLC

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 11th day of October, 20 21

[Signature]
Notary Public

Feb. 22, 2023
Commission Expiration



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- 1 -

Prepared by and return to:
Michael B. McDermott, Esq.
Page, Mannino, Peresich & McDermott, PLLC
P. O. Drawer 289
Biloxi, MS 39533
(228) 374-2100



J. Patrick Caldwell 1st Judicial District
Instrument 2016 2234 D - J1
Filed/Recorded 4/ 8/2016 04:10 P
Total Fees \$ 12.00
5 Pages Recorded

GRANTOR:
Michael B. McDermott, Substitute Trustee
(Bar #2379)
P. O. Drawer 289
Biloxi, MS 39533
(228) 374-2100

GRANTEE:
Florence Gardens, LLC, A Mississippi
Limited Liability Company
12321 Preservation Drive
Gulfport, MS 39503
(228) 539-5039

Indexing Instructions: Exempt

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

UNOFFICIAL

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, on April 8, 2009, Westminster Academy, Inc, executed a Deed of Trust to J. Patrick Caldwell, Trustee for the benefit of BancorpSouth Bank, which Deed of Trust is recorded in the Records of Mortgages and Deeds of Trust on Land by Instrument No. 2009 7834 T-J1 in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; and,

WHEREAS, on June 23, 2009, Westminster Academy, Inc, executed a Deed of Trust to J. Patrick Caldwell, Trustee for the benefit of BancorpSouth Bank, which Deed of Trust is recorded in the aforesaid records by Instrument No. 2009 9693 T-J1 in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; and,

WHEREAS, on June 23, 2009, Westminster Academy, Inc, executed a Deed of Trust to J. Patrick Caldwell, Trustee for the benefit of BancorpSouth Bank, which Deed of Trust is recorded in the aforesaid records by Instrument No. 2009 12302 T-J1 in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; and,

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-2-

WHEREAS, on February 16, 2011, Westminster Academy, Inc, executed a Deed of Trust to J. Patrick Caldwell, Trustee for the benefit of BancorpSouth Bank, which Deed of Trust is recorded in the aforesaid records by Instrument No. 2011 2063 T-J1 in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; and,

WHEREAS, on February 16, 2011, Westminster Academy, Inc, executed a Deed of Trust to J. Patrick Caldwell, Trustee for the benefit of BancorpSouth Bank, which Deed of Trust is recorded in the aforesaid records by Instrument No. 2011 3457 T-J1 in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; and,

WHEREAS, on June 24, 2014, Westminster Academy, Inc, executed a Deed of Trust to J. Patrick Caldwell, Trustee for the benefit of BancorpSouth Bank, which Deed of Trust is recorded in the aforesaid records by Instrument No. 2014 5217 T-J1 in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; and,

WHEREAS, on December 19, 2014, Westminster Academy, Inc, executed a Deed of Trust to J. Patrick Caldwell, Trustee for the benefit of BancorpSouth Bank, which Deed of Trust is recorded in the aforesaid records by Instrument No. 2015 503 T-J1 and re-recorded by Instrument No. 2016 526 T-J1 in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; and,

WHEREAS, BancorpSouth Bank appointed and substituted Michael B. McDermott in the place and stead of said original trustee named in the aforesaid original Deeds of Trust, by instrument filed of record in the office of the Chancery Clerk and recorded in said office by Instrument No. 2016 1062 T-J1; and

WHEREAS, BancorpSouth Bank, holder of the note and Deeds of Trust secured thereby, notified the undersigned Substitute Trustee that the indebtedness secured by said Deeds of Trust was in default and that the entire indebtedness secured thereby had been declared due and payable and directed the undersigned Substitute Trustee to foreclose said Deeds of Trust in accordance with the terms and conditions thereof and to sell the property hereinafter described and as described in said Deeds of Trust for the satisfaction of the indebtedness secured thereby and all costs of sale; and,

WHEREAS, the undersigned Substitute Trustee gave due and timely notice of the time, place and terms of said sale by posting at the Courthouse of Harrison County, Mississippi, a notice of said trustee's sale on the 17th day of March, 2016, said notice being in substantial conformity with the newspaper publication attached hereto, which notice remained posted thru the day of sale; and,

WHEREAS, the said Substitute Trustee caused notice of sale to be published in "The Sun Herald" a newspaper published at Gulfport, Mississippi, in Harrison County, Mississippi, on the following dates,

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-3-

namely: March 18, 2016, March 25, 2016 and April 1, 2016, a copy of the publisher's proof of said publication being attached hereto; and,

WHEREAS, the Substitute Trustee did on the 8th day of April, 2016, offer for sale and sell at public outcry at the main east door at the County Courthouse of Harrison County, Mississippi, at Gulfport, Mississippi within legal hours, being between the hours of 11:00 A.M. and 4:00 P.M., to the highest and best bidder for cash, the hereinafter described property; and,

WHEREAS, Florence Gardens, L.L.C., A Mississippi Limited Liability Company, bid the sum of Three Hundred Twenty-Three Thousand Two Hundred Forty-Two and no/100 Dollars, (\$323,242.00), being the highest and best bid made for said property, the same was thereafter struck off to said bidder and it was declared to be the purchaser thereof.

NOW THEREFORE, in consideration of the premises and the sum of Three Hundred Twenty-Three Thousand Two Hundred Forty-Two and no/100 Dollars, (\$323,242.00) cash in hand paid, the receipt of which is hereby acknowledged, I, MICHAEL B. MCDERMOTT, SUBSTITUTE TRUSTEE, do hereby sell and convey unto FLORENCE GARDENS, L.L.C., a Mississippi Limited Liability Company, the following described property lying and being situated in the First Judicial District of Harrison County, State of Mississippi, to-wit:

UNOFFICIAL

That portion of Lot 1 of Resurvey of Block 17, GULFPORT BAYOU VIEW SUBDIVISION in the City of Gulfport, Harrison County, Mississippi, described as follows: Beginning at the northeast corner of Lot 1, Resurvey of Block 17, Gulfport Bayou View Subdivision, run thence in a westerly direction along the northern line of said lot a distance of 310.0 feet; run thence in a southerly direction along the eastern boundary line of property belonging to the City of Gulfport a distance of 200 feet; run thence in an easterly direction parallel to the northern line of said Lot 1 a distance of 310 feet to the eastern line of said Lot 1; run thence in a northerly direction along the eastern line of said Lot 1 for a distance of 200 feet to the point of beginning.

Together with a right of way easement over the East 10 feet feet of Lot 2 and being more particularly described in that certain Easement recorded in Book 934 at Page 238 in the records of the Chancery Clerk of Harrison County, Mississippi.

Subject to all liens and other interest of record.

The Substitute Trustee conveys only such title as was acquired by him as Substitute Trustee by the terms of the instruments referred to above.

Witness my signature this the 8th day of April, 2016.



MICHAEL B. MCDERMOTT, SUBSTITUTE TRUSTEE

UNOFFICIAL

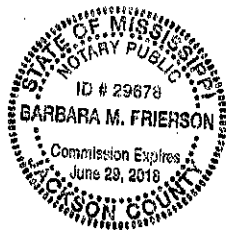
UNOFFICIAL

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8th day of April, 2016, within my jurisdiction, the within named Michael B. McDermott, Substitute Trustee, who acknowledged that, as such Substitute Trustee, he executed the above and foregoing instrument.



Barbara M. Frierson
NOTARY PUBLIC

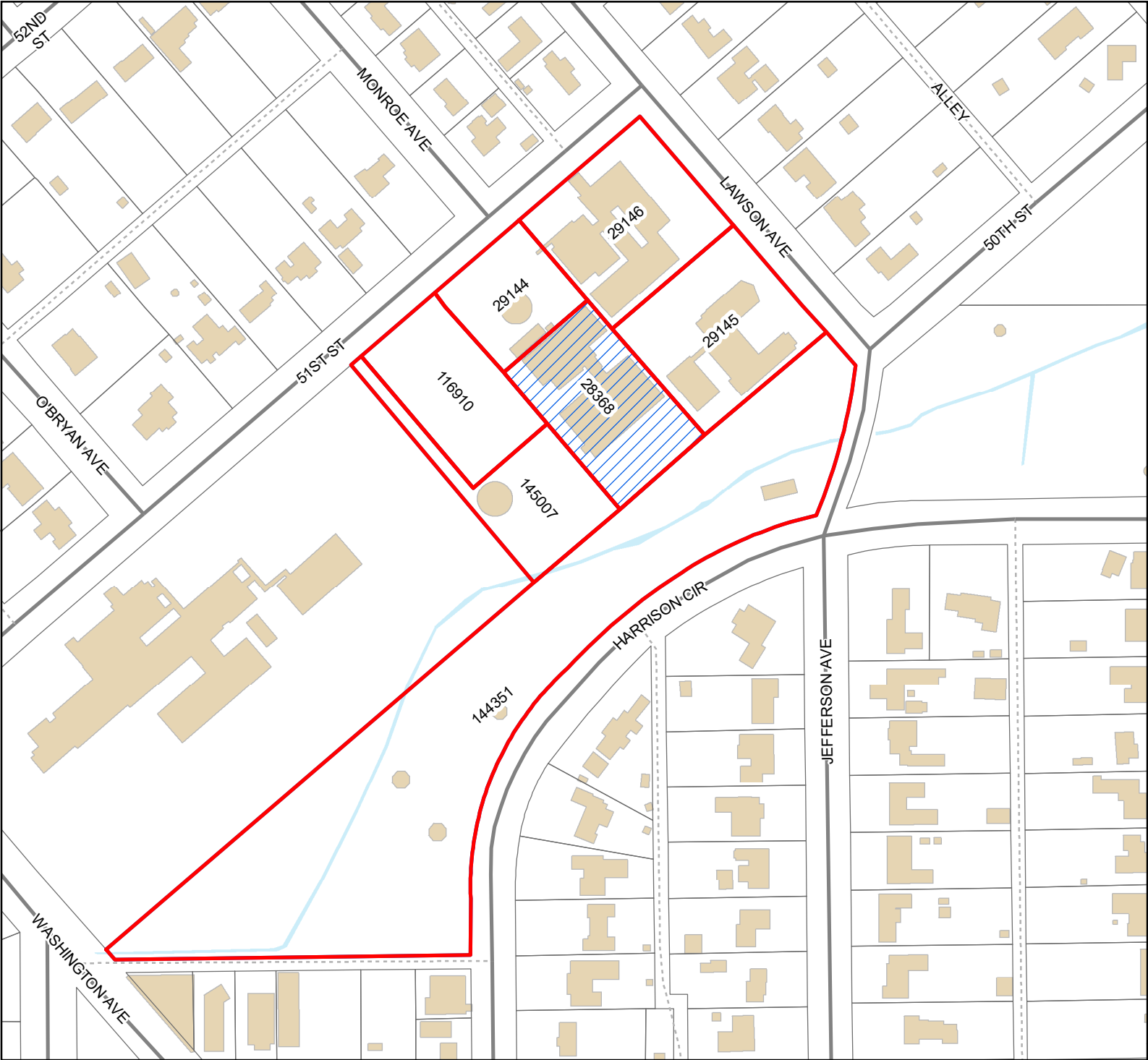
My commission expires:

6/29/18

UNOFFICIAL

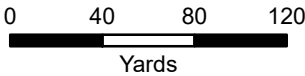
UNOFFICIAL

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39507
Adjacent Property Owners							
	29144	0909O-03-031.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	144351	0910B-04-024.002	GULFPORT CITY OF	PO BOX 1780	GULFPORT	MS	39502
	145007	0910B-04-024.003	GULFPORT CITY OF	2309 15TH ST	GULFPORT	MS	39501
	29146	0909O-03-030.000	TRINITY METHODIST CHURCH OF GPT	5007 LAWSON AVE	GULFPORT	MS	39507
N	116910	0910B-04-024.001	TRINITY UNITED METHODIST CHURCH	5007 LAWSON AVE	GULFPORT	MS	39507
	29145	0910B-04-026.000	WESTMINISTER PRESBYTERIAN CHURCH	5005 LAWSON AVE	GULFPORT	MS	39507



Legend

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



1 inch = 250 feet



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