

AGENDA
GULFPORT CITY PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
THURSDAY, APRIL 28, 2022 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 - March 24, 2022

- G. Hearing of Cases**

G1. Public Declaration of Appeal Process of Chairman

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

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

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

G3. Routine Agenda

- 1. Resubdivision 2204PC047:**

Resubdivision 2204PC047, by owner Jennifer L Weems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

2. Resubdivision 2204PC048:

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

3. Zoning Map Amendment 2204PC049:

Zoning Map Amendment 2204PC049, by agent J Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

4. Planning Commission Approval 2204PC054:

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

5. Resubdivision 2204PC056:

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 1

6. General Plan 2204PC058:

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc., tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

7. Final Plat 2204PC059:

Final Plat 2204PC059, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase 7), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

8. Planning Commission Approval 2204PC060:

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

9. Final Plat 2204PC061:

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

10. Final Plat 2204PC062:

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 and R-1-15 (Single-family), Ward 6

11. Planning Commission Approval 2204PC064:

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

12. General Plan 2204PC066:

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

13. Zoning Map Amendment 2204PC069:

Zoning Map Amendment 2204PC069, by agent Martin Jones, tax parcel 1010F-02-009.000, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

14. Final Plat 2204PC070:

Final Plat 2204PC070, by agent Brown, Mitchell, & Alexander, Inc., tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

15. Zoning Map Amendment 2204PC073:

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

16. Resubdivision 2204PC072:

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

17. Special Exception 2204SE074:

Withdrawn by Administration:

Special Exception 2204SE074, by agent Bridget Hutchinson, tax parcel 0811B-01-045.000, Request Assisted Living Home use, 2614 16th Ave, Zoned B-2 (General-business), Ward 3

18. Special Exception 2201SE076:

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-

007.000, Request Special Exception for assisted living facility use, 3509 22nd St, Ward 1

19. Final Plat 2204PC078:

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

20. Zoning Map Amendment 2204PC079:

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

21. Zoning Text Amendment 2205PC085:

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

G4. Other Business

1. Modification - General Subdivision Plan 2204PC045, by agent Rumsey engineering, tax parcels 0807F-01-003.000 & 0807F-01-004.000, Approval of a General Plan for 88-lot subdivision (Swan Ridge), S Swan Rd, Zoned R-1-10, Ward 7

H. Adjournment

MINUTES
GULFPORT CITY PLANNING COMMISSION
Thursday, February 24, 2022, 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 **4:31 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.
DOUG HANCOCK
KEITH WILLIAMS
CHARLIE HEWES
BRANDON ELLIOTT
HAROLD SPANN
BJ SELLERS

BOARD MEMBERS ABSENT:

VIRGINIA ADOLPH
JOHN ANTHONY
GARLON PEMBERTON

STAFF MEMBERS PRESENT:

GREG HOLMES
CORY LONG
MATILDA WELCH

COURT REPORTER:

NORMA SOROE

E. **Confirmation of Agenda:**

F. **Adoption of Minutes:**

A motion by **Sellers** to approve Minutes of the **February 24, 2022**, meeting was seconded by **Elliott** and carried unanimously.

G. **Hearing of Cases:**

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

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

G3. Routine Agenda

1. Planning Commission Approval 2203PC031:

Planning Commission Approval 2203PC031, by owners Gregory & Rhonda Haney, tax parcel 0910F-01-003.000, Request home occupation for real estate sales use, 104 45th St, Zoned R-UE (Urban residence estate), Ward 4

Speaking for the Petition: None

Speaking against the Petition: None

Motion: Hewes – to approve the request

Second: Jones

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

Action: Motion carried unanimously

2. Planning Commission Approval 2203PC036:

Planning Commission Approval 2203PC036, by agent Frank Magee, tax parcel 0810P-02-024.000, Approval for car wash use, 1220 Pass Rd, Zoned B-2 (General Business), Ward 3

Speaking for the Petition: Frank Magee

Speaking against the Petition: None

Motion: Jones – to approve the request subject to parking variance being approved

Second: Spann

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

Action: Motion carried unanimously

3. Planning Commission Approval 2203PC039:

Planning Commission Approval 2203PC039, by agent Sherry L Owen, tax parcel 0911B-01-001.000, Requests a church use, 353 Courthouse Rd, Zoned T5 (Urban Center Zone) and T4L (General Urban Zone "Limited"), Ward 4

Speaking for the Petition: Sherry Owen

Speaking against the Petition: None

Motion: Hewes – to approve the request

Second: Hancock

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

Action: Motion carried unanimously

4. General Subdivision Plan 2204PC045:

General Subdivision Plan 2204PC045, by agent Rumsey engineering, tax parcels 0807F-01-003.000& 0807F-01-004.000, Approval of a General Plan for 88-lot subdivision (Swan Ridge), S Swan Rd, Zoned R-1-10, Ward 7

Speaking for the Petition: Larry Rumsey

Speaking against the Petition: None

Motion: Hewes – to approve the request with all conditions

Second: Daigle

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

Action: Motion carried unanimously

G4. Other Business

3. General Subdivision Plan 2204PC045:

General Subdivision Plan 2204PC045, by agent Rumsey engineering, tax parcels 0807F-01-003.000& 0807F-01-004.000, Approval of a General Plan for 88-lot subdivision (Swan Ridge), S Swan Rd, Zoned R-1-10, Ward 7

Speaking for the Petition: None

Speaking against the Petition: None

Motion: Elliott – to approve the request

Second: Sellers

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

Action: Motion carried unanimously

H. Adjournment

There being no further business, a Motion was made by Hewes to adjourn, seconded by Sellers and carried unanimously. The meeting adjourned at 5:45 P.M..

WILLIAM PRINCE JONES, Secretary

Date: _____

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Public Declaration of Appeal Process of Chairman

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Routine Agenda

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Resubdivision 2204PC047:

Resubdivision 2204PC047, by owner Jennifer L Weems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2204PC047

Hearing Date: April 28, 2022

Current Zoning/Use: B-1/Commercial Property

Legal: Resubdivision 2204PC047, by owner Jennifer L. Weems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

TECHNICAL DETAILS

The applicant requests to divide a parcel that is approximately 5.98 acres into two new parcels. Currently, there is a gas station being occupied on the existing parcel. As proposed, Parcel 1 will contain the gas station; Parcel 2 will remain vacant, the applicant indicates the use for Parcel 2 will be "future development," the type of development was not indicated.

As proposed, the properties will meet the required parcel size for resubdivision. Currently, the gas station that is in place meets the required front yard setback for the zoning district (no side or rear yard setbacks are required). Upon Staff review, the proposed parcel sizes and current structure on the property are conforming according to the City of Gulfport's 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

In review of the application, the resubdivision does not meet the requirements set forth by the City's Ordinance. First, the applicant exceeds the lot depth by more than three and one-half ($3 \frac{1}{2}$) times (Art. III)(Sect. 9.50)(Sub. D)(3); with a width 98.97 feet the lot depth cannot exceed 346.39 feet, currently, the depth of the proposed lot is 364.38 feet. Second, the applicant does not meet the 35-foot lot abutment requirement set forth by the City's Ordinance (Art. III)(Sect. 9.50)(Sub. D)(4); The proposed abutment for the new subdivided parcel is only measured at 30 feet. After consideration, this request for resubdivision should be denied.

Technical Report

Resubdivision

Any approval should consider these conditions:

1. The planning, grants a waiver to allow the maximum depth of any lot, exclusive of unusable land, shall be three and one half (3 ½) times the width of the lot at the building setback line.
2. The planning, grants a waiver to allow every lot shall abut upon a dedicated street for at least thirty-five (35) feet.
3. Each parcel to have separate sewer and water services; coordinate with Public Works.
4. Must coordinate water and sewer services with Public Works Department.
5. Resub Certificate only indicates two parcels being created out of parcel 0707B-01-002.000 and not three as listed above.

DEPARTMENTAL CONDITIONS

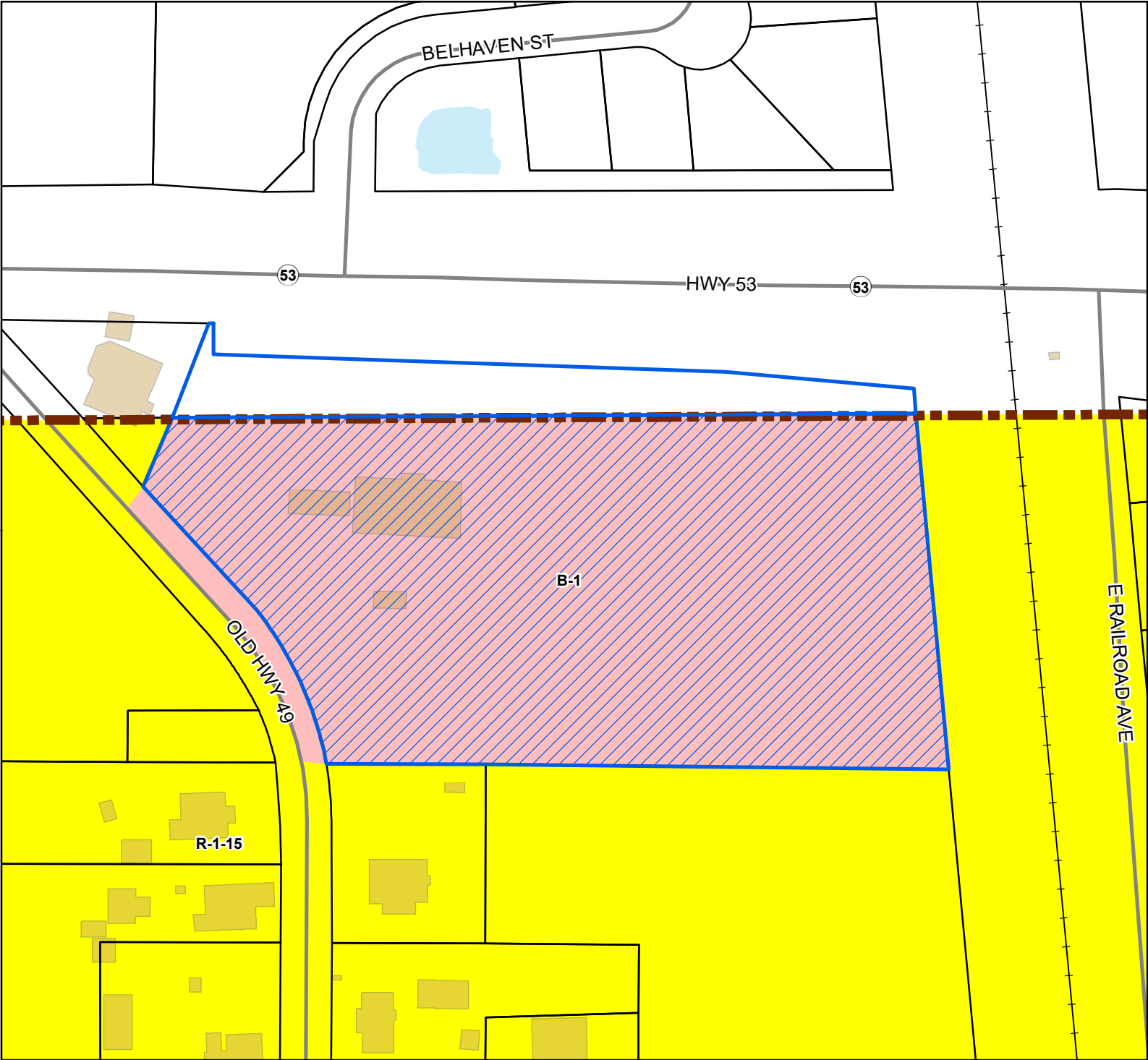
<u>Engineering:</u>	Each parcel to have separate sewer and water services; coordinate with Public Works. Memo dated 04/22/2022.
<u>Public Works:</u>	Must coordinate water and sewer services with Public Works Department. Memo Dated 04/22/2022.
<u>Traffic and Safety:</u>	No conditions. Memo dated 04/21/2022.
<u>Building Code Services:</u>	No conditions. Memo dated 04/21/2022.
<u>GIS:</u>	Resub Certificate only indicates two parcels being created out of parcel 0707B-01-002.000 and not three as listed above. Memo dated 04/21/2022.
<u>Police Department:</u>	No conditions. Memo dated 04/21/2022.
<u>Fire Department:</u>	No conditions. Memo dated 04/19/2022.
<u>City Arborist:</u>	No conditions. Memo dated 04/19/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Legend

- Site
- Street
- Railroad
- Parcels
- Buildings
- Water Features
- City Limit

Zoning

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

Site Information

0707B-01-002.000
0706-20-033.000
Zoning: B-1
Size: 5.98 Acres
Flood: X

0 20 40 60
Yards

1 inch = 135 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: 2204-18047Date Received: 2/22/22

Receipt Number: _____

Received By: MWZoning: B-1Ward: 7 Flood: XSize: 6.11 ACRES

(If necessary, use separate sheet of paper)

TAX PARCEL #

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Address of Property Involved: 16303 Highway 53 Gulfport, MS 39503Lot(s) 2, Block(s) _____, Subdivision _____General Location: Highway 53, Old Highway 49, East Railroad Avenue**GENERAL DESCRIPTION OF REQUEST:**

There is a potential sale for the convenience store. We would like to keep the remaining 3.362 acres for future development, not included in a sale.

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

Jennifer L. Weems

Printed Name of Owner

16303 Highway 53

Mailing Address

Gulfport MS 39503

City

State

Zip code

228-255-1141

Home Phone

228-518-1142

Work/Cell Phone

tcbjennifer@yahoo.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, Jennifer L Weems being owner or agent of the property 16303 Hwy 53
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.

Jennifer L Weems 2/17/22
Signature Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 17 day of FEBRUARY, 20 22

[Signature]
Notary Public



11/22/2025
Commission Expiration



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
TCB Stop N Geaux, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1094271
Status:	Good Standing
Effective Date:	06/03/2016
State of Incorporation:	Mississippi
Principal Office Address:	16303 Highway 53 Gulfport, MS 39503

Registered Agent

Name
Jennifer L. Fagan 32283 Road 323 Poplarville, MS 39470

Officers & Directors

Name	Title
Jennifer L. Weems 16303 Highway 53 Gulfport, MS 39503	Member

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

File# 172282

Indexing Instructions:
pt NE 1/4 of NW 1/4 & pt NW 1/4 of NE
1/4 of Sec. 29-6-11, & pt SE 1/4 of SW
1/4 & Pt SW 1/4 of SE 1/4 of Sec. 20-6-11
Harrison County, Ms.

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,

TCB CONSTRUCTION COMPANY, INC
a Mississippi Corporation
5913 HIGHWAY 43
POPLARVILLE, MS 39470
228-255-1141

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

TCB STOP N GEAUX, LLC,
a Mississippi limited liability company
32283 ROAD 323
POPLARVILLE, MS 39470
228-255-1141

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:

West margin of the railroad right-of-way; thence along said West margin of the Railroad right-of-way, South 05 degrees 26 minutes 56 seconds East 364.38 feet to an iron rod set; thence North 89 degrees 54 minutes 18 seconds West 456.04 feet to a wooden fence corner post; thence North 68 degrees 38 minutes 37 seconds West 151.51 feet to an iron rod found on the East margin of Old Highway 49; thence along a curve of said East margin of Old Highway 49 to the left, having a radius of 345.21 feet, an arc length of 167.47 feet and a chord bearing and distance of North 28 degrees 14 minutes 32 seconds West 165.84 feet to an iron rod round; thence along the East margin of Old Highway 49, North 42 degrees 16 minutes 44 seconds West 148.96 feet to an iron rod set at the Southernmost corner of property now of formerly of J Harbour Properties, LLC; thence along the East line of said property, North 28 degrees 28 minutes 10 seconds East 81.61 feet to an iron rod; thence further along said East line, North 19 degrees 34 minutes 42 seconds East 77.97 feet to the New South right-of-way line of Mississippi Highway 53; thence along said New South right-of-way line, South 01 degrees 01 minutes 23 seconds West 13.61 feet to an iron rod set; thence further along said New South right of way line, South 88 degrees 24 minutes 14 seconds East 500.22 feet to an iron rod set; thence further along said New South right-of-way line, South 85 degrees 16 minutes 22 seconds East 186.89 feet to the Point of Beginning, containing 5.985 acres, more or less.

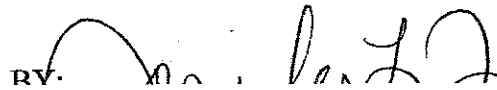
THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

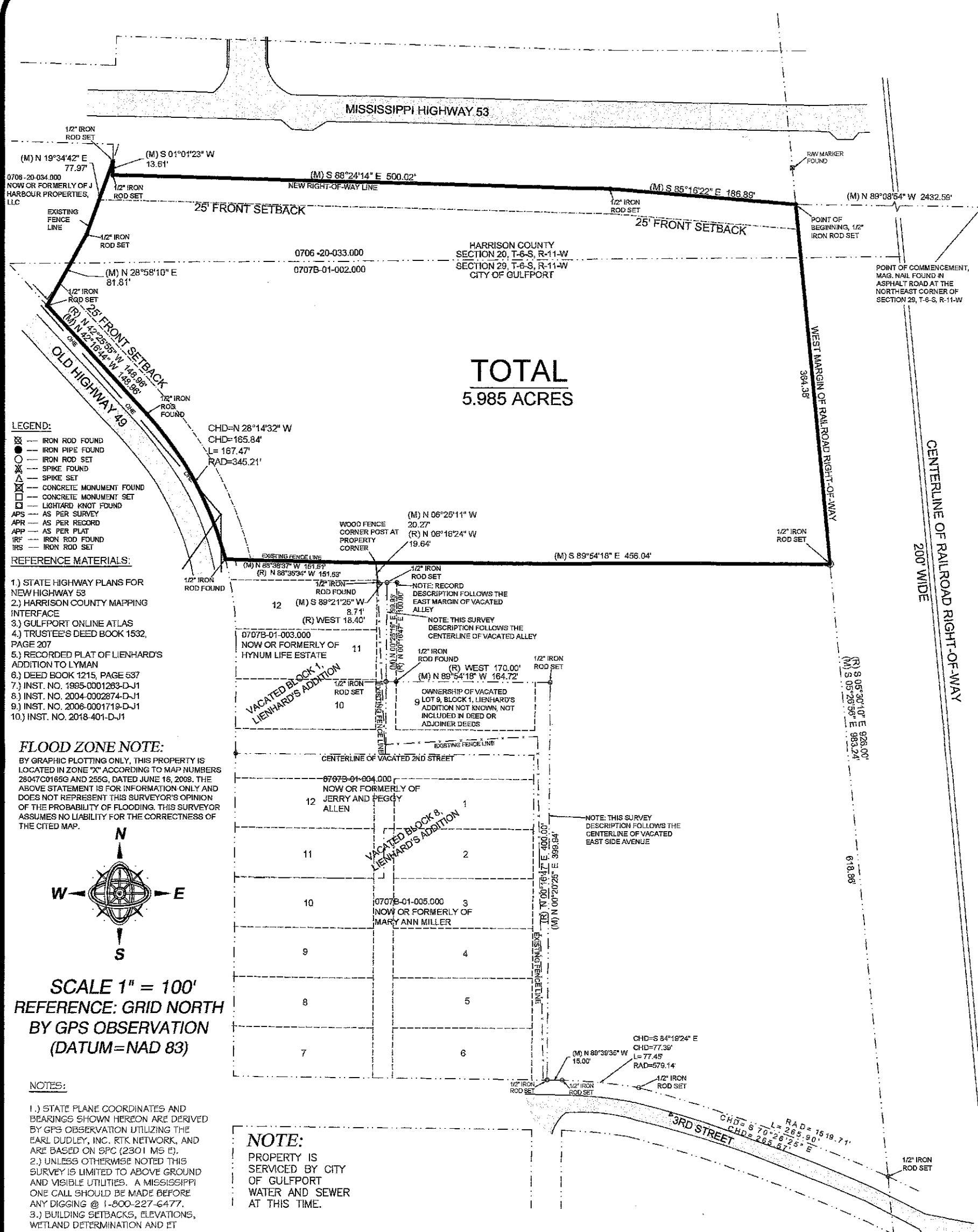
Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any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

IN WITNESS WHEREOF, TCB CONSTRUCTION COMPANY, INC. has caused this conveyance to be executed by its duly authorized officer, she having first been duly authorized to do so in her full representative capacity, on this the 17th day of January, 2018.

TCB CONSTRUCTION COMPANY, INC.

BY: 



TOTAL
5.985 ACRES

LEGEND:

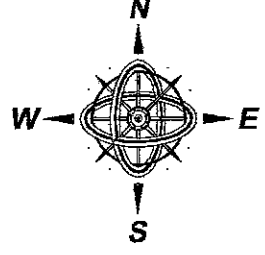
- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTWARD KNOT FOUND
- AS PER SURVEY
- AS PER RECORD
- AS PER PLAT
- IRON ROD FOUND
- IRON ROD SET

REFERENCE MATERIALS:

- 1.) STATE HIGHWAY PLANS FOR NEW HIGHWAY 53
- 2.) HARRISON COUNTY MAPPING INTERFACE
- 3.) GULFPORT ONLINE ATLAS
- 4.) TRUSTEE'S DEED BOOK 1532, PAGE 207
- 5.) RECORDED PLAT OF LIENHARD'S ADDITION TO LYMAN
- 6.) DEED BOOK 1215, PAGE 537
- 7.) INST. NO. 1995-0001283-D-J1
- 8.) INST. NO. 2004-0002874-D-J1
- 9.) INST. NO. 2006-0001719-D-J1
- 10.) INST. NO. 2018-401-D-J1

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" ACCORDING TO MAP NUMBERS 28047C0165G AND 255G, DATED JUNE 18, 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.



SCALE 1" = 100'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

NOTES:

- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 M5 E).
- 2.) 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.
- 3.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

NOTE:

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

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS CURRENTLY LOCATED IN A ZONE B-1, NEIGHBORHOOD BUSINESS DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS.

FRONT YARD — 25 FEET
SIDE YARD — NONE
REAR YARD — NONE

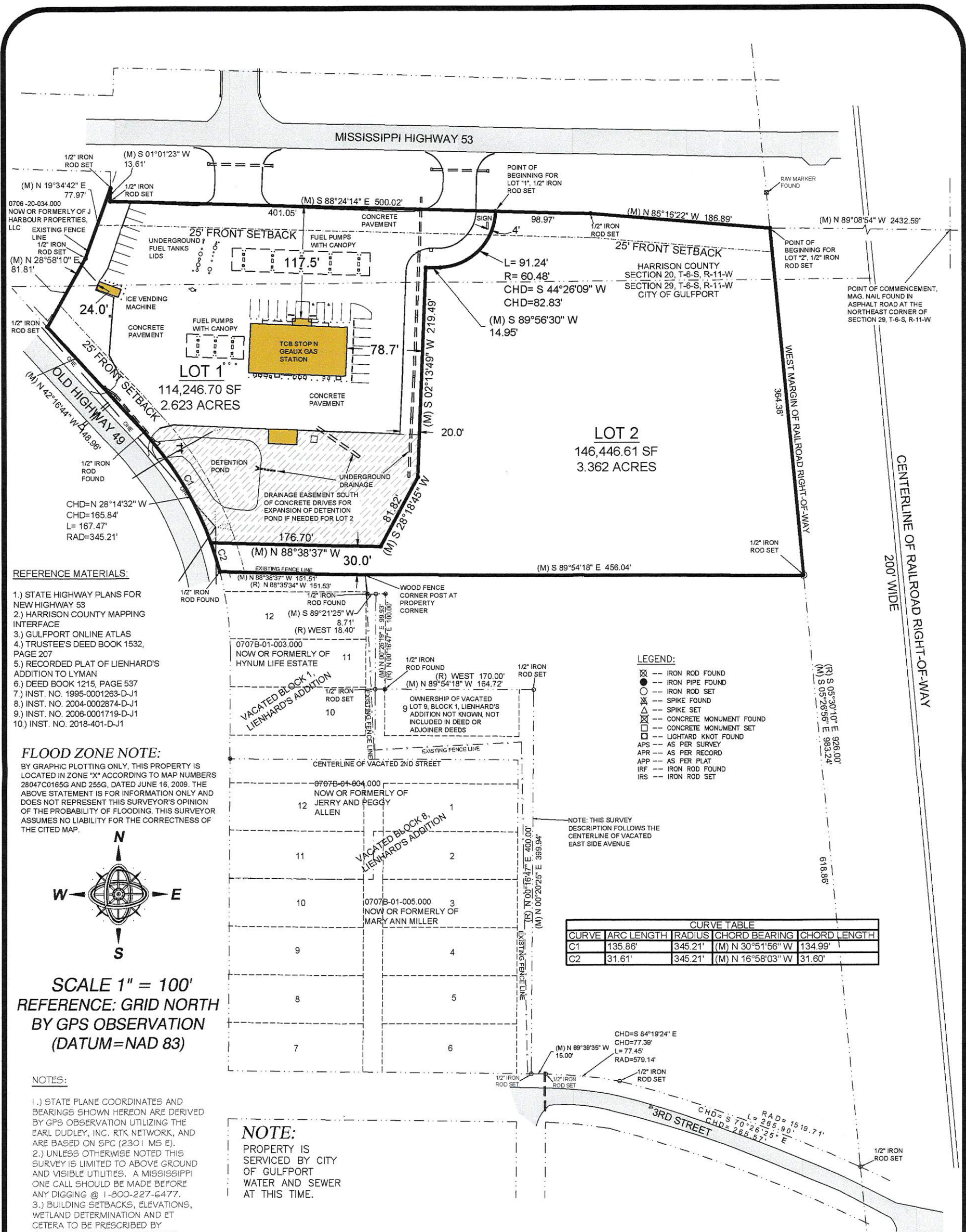
A RESUBDIVISION OF A 5.985 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1" AND "2". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0707B-01-002.000 AND 0706-20-033.000, ADDRESS- 16303 HIGHWAY 53

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 7/11/2016
TOPCON GR-5 RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

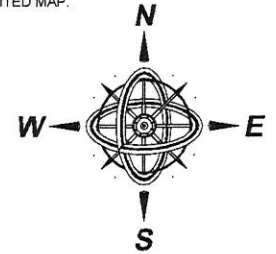
CLIFFORD A. CROSBY, PLS

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



- REFERENCE MATERIALS:
- 1.) STATE HIGHWAY PLANS FOR NEW HIGHWAY 53
 - 2.) HARRISON COUNTY MAPPING INTERFACE
 - 3.) GULFPORT ONLINE ATLAS
 - 4.) TRUSTEE'S DEED BOOK 1532, PAGE 207
 - 5.) RECORDED PLAT OF LIENHARD'S ADDITION TO LYMAN
 - 6.) DEED BOOK 1215, PAGE 537
 - 7.) INST. NO. 1995-0001263-D-J1
 - 8.) INST. NO. 2004-0002874-D-J1
 - 9.) INST. NO. 2008-0001719-D-J1
 - 10.) INST. NO. 2018-401-D-J1

FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" ACCORDING TO MAP NUMBERS 28047C0165G AND 255G, 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.



SCALE 1" = 100'
REFERENCE: GRID NORTH BY GPS OBSERVATION (DATUM=NAD 83)

- NOTES:
- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
 - 2.) 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.
 - 3.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

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

MINIMUM BUILDING SETBACKS:
THIS PARCEL OF LAND IS CURRENTLY LOCATED IN A ZONE B-1, NEIGHBORHOOD BUSINESS DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS.
FRONT YARD - 25 FEET
SIDE YARD - NONE
REAR YARD - NONE

- LEGEND:
- IRON ROD FOUND
 - IRON PIPE FOUND
 - IRON ROD SET
 - SPIKE FOUND
 - SPIKE SET
 - CONCRETE MONUMENT FOUND
 - CONCRETE MONUMENT SET
 - LIGHTARD KNOT FOUND
 - APS --- AS PER SURVEY
 - APR --- AS PER RECORD
 - APP --- AS PER PLAT
 - IRF --- IRON ROD FOUND
 - IRS --- IRON ROD SET

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	135.86'	345.21'	(M) N 30°51'56" W	134.99'
C2	31.61'	345.21'	(M) N 16°58'03" W	31.60'

CLIENT: TCB STOP N
GEAUX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg

PREPARED BY:

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

A RESUBDIVISION OF A 5.985 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1" AND "2". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0707B-01-002.000 AND 0706-20-033.000, ADDRESS- 16303 HIGHWAY 53

GPS OBSERVATION NOTE
DATE OF FIELD WORK: 7/11/2016
TOPCON GR-5 RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

A RESUBDIVISION OF A 5.985 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1" AND "2". SAID PARCEL BEING
REFERRED TO AS TAX PARCEL NO.
0707B-01-002.000 AND 0706 -20-033.000,
ADDRESS- 16303 HIGHWAY 53

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

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 X ACCORDING TO MAP NUMBERS 28047CQ165G AND 0255G DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY:
GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 2/16/2022
TOPCON GR-5 RECIEVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

OVERALL SURVEY DESCRIPTION PRIOR TO RESUBDIVISION:

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.

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE CITY OF GULFPORT AND HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG. NAIL FOUND IN ASPHALT AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI; THENCE N89°08'54"W 2432.59' TO THE POINT OF BEGINNING, BEING AN IRON ROD SET AT THE POINT OF INTERSECTION OF THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53 WITH THE WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY, S05°26'56"E 364.38' TO AN IRON ROD SET; THENCE N89°54'18"W 456.04' TO A WOODEN FENCE CORNER POST; THENCE N88°38'37"W 151.51' TO AN IRON ROD FOUND ON THE EAST MARGIN OF OLD HIGHWAY 49; THENCE ALONG A CURVE OF SAID EAST MARGIN OF OLD HIGHWAY 49 TO THE LEFT, HAVING A RADIUS OF 345.21', AN ARC LENGTH OF 167.47' AND A CHORD BEARING AND DISTANCE OF N28°14'32"W 165.84' TO AN IRON ROD FOUND; THENCE ALONG THE EAST MARGIN OF OLD HIGHWAY 49, N42°16'44"W 148.96' TO AN IRON ROD SET AT THE SOUTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF J HARBOUR PROPERTIES LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, N28°58'10"E 81.81' TO AN IRON ROD; THENCE FURTHER ALONG SAID EAST LINE, N19°34'42"E 77.97' TO THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53; THENCE ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S01°01'23"W 13.61' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S88°24'14"E 500.02' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S85°16'22"E 186.89' TO THE POINT OF BEGINNING, CONTAINING 5.985 ACRES.

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 16TH DAY OF FEBRUARY, 2022.

CLIFFORD A. CROSBY, MS PLS NO. 2539

CLIENT: TCB STOP N
GEAUX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg



PREPARED BY:

CLIFFORD A. CROSBY, PLS

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

A RESUBDIVISION OF A 5.985 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1" AND "2". SAID PARCEL BEING
REFERRED TO AS TAX PARCEL NO.
0707B-01-002.000 AND 0706 -20-033.000,
ADDRESS- 16303 HIGHWAY 53

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 X ACCORDING TO MAP NUMBERS 28047C0165G AND 0255G DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY:
GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION:
LEGAL DESCRIPTION: LOT "1", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE CITY OF GULFPORT AND HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLAN GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL FOUND IN ASPHALT AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI; THENCE N89°08'54"W 2432.59' TO AN IRON ROD SET AT THE POINT OF INTERSECTION OF THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53 WITH THE WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53, N85°16'22"W 186.89' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID SOUTH RIGHT-OF-WAY LINE, N88°24'14"W 98.97' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.48', AN ARC LENGTH OF 91.24' AND A CHORD BEARING AND DISTANCE OF S44°26'09"W 82.83' TO AN IRON ROD SET; THENCE S89°56'30"W 14.95' TO AN IRON ROD FOUND; THENCE S02°13'49"W 219.49' TO AN IRON ROD SET; THENCE S28°18'45"W 81.82' TO AN IRON ROD SET ON THE EAST MARGIN OF OLD HIGHWAY 49; THENCE ALONG A CURVE OF SAID EAST MARGIN TO THE LEFT, HAVING A RADIUS OF 345.21', AN ARC LENGTH OF 135.86' AND A CHORD BEARING AND DISTANCE OF N30°51'56"W 134.99'; THENCE FURTHER ALONG THE EAST MARGIN OF OLD HIGHWAY 49, N42°16'44"W 148.96' TO AN IRON ROD SET AT THE SOUTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF J HARBOUR PROPERTIES LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, N28°58'10"E 81.81' TO AN IRON ROD; THENCE FURTHER ALONG SAID EAST LINE, N19°34'42"E 77.97' TO THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53; THENCE ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S01°01'23"W 13.61' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S88°24'14"E 401.05' TO THE POINT OF BEGINNING, CONTAINING 2.623 ACRES.

LEGAL DESCRIPTION: LOT "2", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE CITY OF GULFPORT AND HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLAN GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL FOUND IN ASPHALT AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI; THENCE N89°08'54"W 2432.59' TO THE POINT OF BEGINNING, BEING AN IRON ROD SET AT THE POINT OF INTERSECTION OF THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53 WITH THE WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY, S05°26'56"E 364.38' TO AN IRON ROD SET; THENCE N89°54'18"W 456.04' TO A WOODEN FENCE CORNER POST; THENCE N88°38'37"W 151.51' TO AN IRON ROD FOUND ON THE EAST MARGIN OF OLD HIGHWAY 49; THENCE ALONG A CURVE OF SAID EAST MARGIN OF OLD HIGHWAY 49 TO THE LEFT, HAVING A RADIUS OF 345.21', AN ARC LENGTH OF 31.61' AND A CHORD BEARING AND DISTANCE OF N16°58'03"W 31.60' TO AN IRON ROD SET; THENCE S88°38'37"E 176.70' TO AN IRON ROD SET; THENCE N28°18'45"E 81.82' TO AN IRON ROD SET; THENCE N02°13'48"E 219.49' TO AN IRON ROD SET; THENCE S89°56'30"E TO AN IRON ROD SET; THENCE ALONG A CURVE TO LEFT HAVING A RADIUS OF 60.48', AN ARC LENGTH OF 91.24' AND A CHORD BEARING AND DISTANCE OF N44°26'09"E 82.83' TO AN IRON ROD SET ON THE SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S88°24'14"E 98.97' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S85°16'22"E 186.89' TO THE POINT OF BEGINNING, CONTAINING 3.362 ACRES.

GPS OBSERVATION
NOTE

DATE OF FIELD WORK: 2/16/2022
TOPCON GR-5 RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

NOTE:

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

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.

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 16th DAY OF FEBRUARY, 2022.

CLIFFORD A. CROSBY, MS PLS NO. 2539



CLIENT: TCB STOP N
GEAUX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS

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

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 # 0707B-01-002.000 AND 0706 -20-033.000, SECTIONS 20 AND 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, BEING A 5.985 ACRE PARCEL. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF HIGHWAY 53 AND ON WEST SIDE OF THE RAILROAD RIGHT-OF-WAY. THE AD VALOREM TAX PARCEL NUMBER(S) OF THE SUBJECT PROPERTY IS

0707B-01-002.000 AND 0706 -20-033.000. THE CASE FILE NUMBER IS

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT TCB STOP N GEAX, 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 17th DAY OF FEBRUARY, 2022.
TCB STOP N GEAX, LLC

BY: JENNIFER L. WEEMS, PRESIDENT

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:

JENNIFER L. WEEMS, PRESIDENT OF TCB STOP N GEAX, LLC

THIS 17th DAY OF February, 2022.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED JENNIFER L. WEEMS, PRESIDENT OF TCB STOP N GEAX, LLC, WHO ACKNOWLEDGED THAT SHE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE DAY OF 2022.

BY: PLANNING COMMISSION CHAIRMAN PRINT
KEITH WILLIAMS

BY: PLANNING ADMINISTRATOR PRINT
GREG HOLMES

APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT, CITY COUNCIL, AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE DAY OF 2022.

ATTEST: ADOPT

BRITTANY RODGERS, CLERK OF COUNCIL F.B. "RUSTY" WALKER, PRESIDENT

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS DAY OF 2022.

BILLY HEWES, MAYOR

A RESUBDIVISION OF A 5.985 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1" AND "2". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0707B-01-002.000 AND 0706 -20-033.000, ADDRESS- 16303 HIGHWAY 53

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 17th DAY OF FEBRUARY 2022.

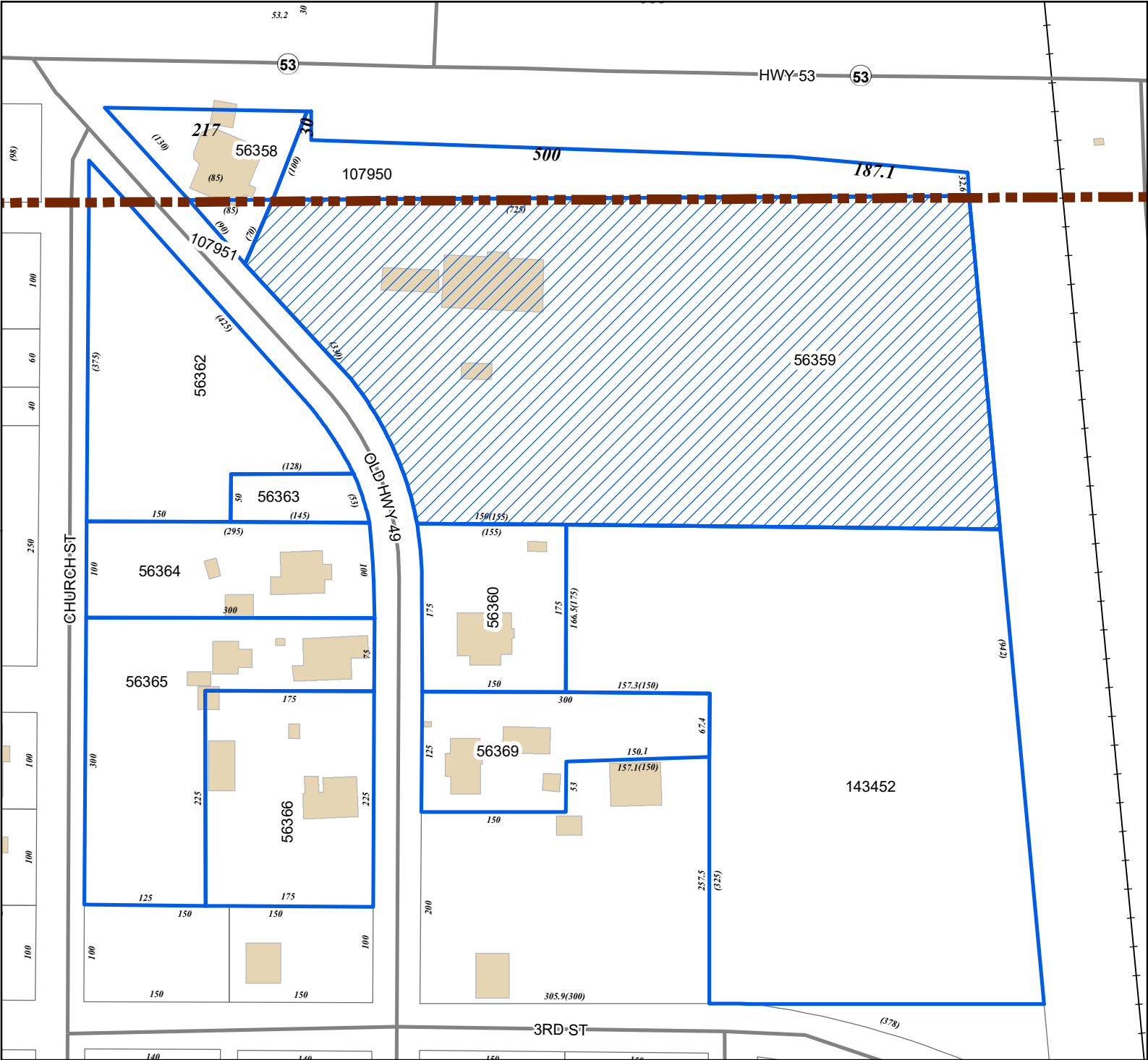
CLIFFORD A. CROSBY, MS PLS 2539



PREPARED BY:

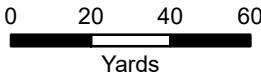
CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: TCB STOP N
GEAX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg



Legend

- Site
- Adjacent Properties
- Street
- Railroad
- Buildings
- City Limit

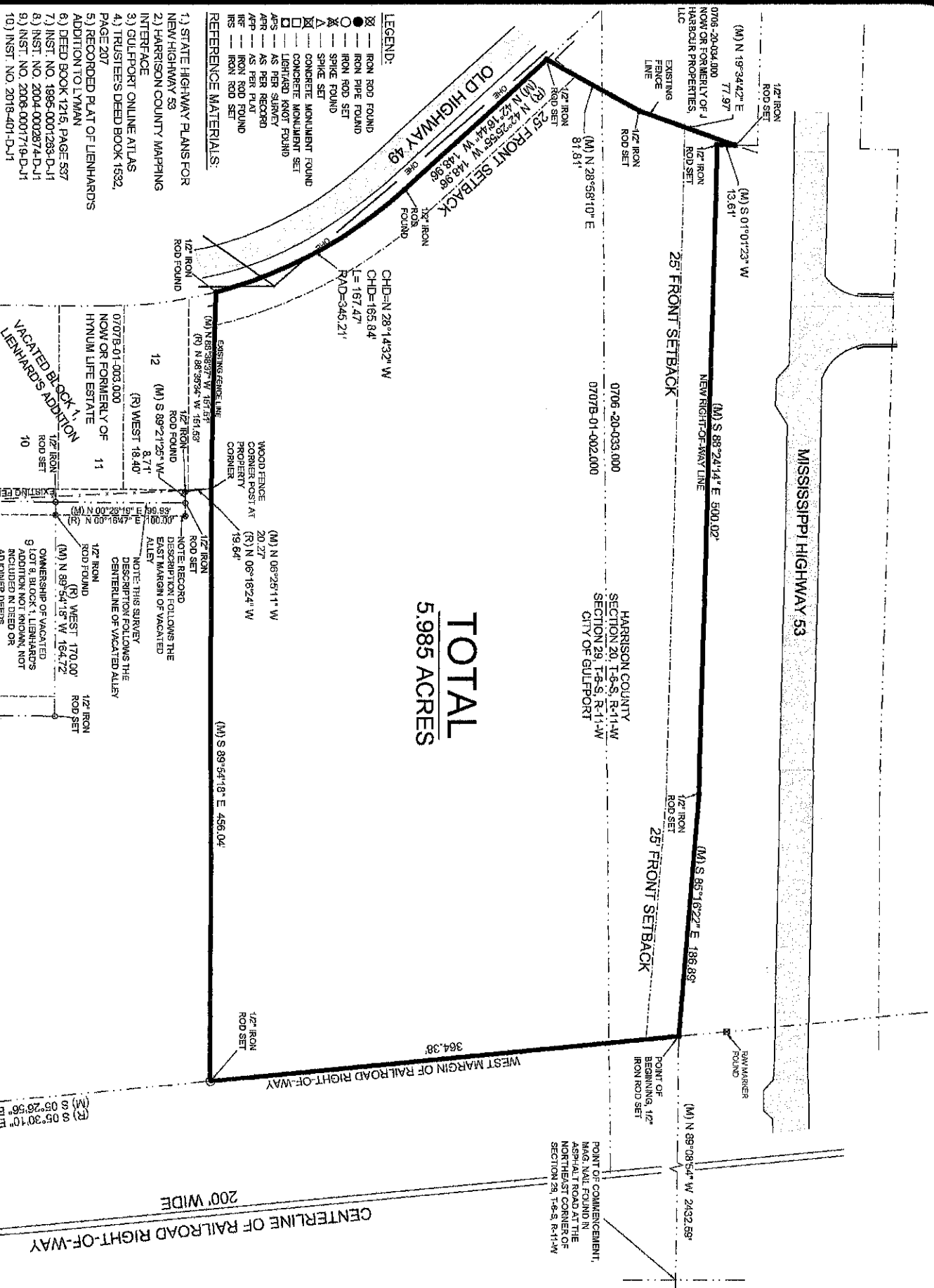


1 inch = 145 feet

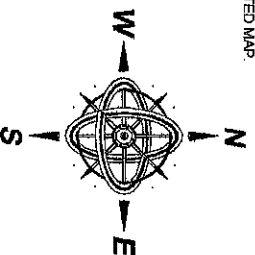


DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on 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
	56359	0707B-01-002.000	JENNIFER L. WEEMS	16303 HIGHWAY 53	GULFPORT	MS	39503
N	107950	0706 -20-033.000	JENNIFER L. WEEMS	16304 HIGHWAY 53	POPLARVILLE	MS	39503
N			Adjacent Property Owners				
	56369	0707B-01-004.000	BARTON PAMELA J	14508 OLD HWY 49	GULFPORT	MS	39503
	56360	0707B-01-003.000	HYNUM BRENDA ANN	14522 OLD HWY 49	GULFPORT	MS	39503
N	56358	0706 -20-034.000	J HARBOUR PROPERTIES LLC	14147 E MARCIE RD	GULFPORT	MS	39503
	107951	0707B-01-001.001	J HARBOUR PROPERTIES LLC	14147 E MARCIE RD	GULFPORT	MS	39503
	56364	0707B-01-026.000	MALOY JUDITH & SHANNON KYLE	14531 OLD HWY 49	GULFPORT	MS	39503
	56363	0707B-01-027.000	RUTLAND LARRY W	14541 OLD HWY 49	GULFPORT	MS	39503
	56365	0707B-01-029.000	RUTLAND LENA F -EST-	12488 HIGHLAND DR C/O RENEE LADN	GULFPORT	MS	39503
N	56362	0707B-01-028.000	RUTLAND LENA F -EST-	12488 HIGHLAND DR C/O RENEE LADN	GULFPORT	MS	39503
	143452	0707B-01-002.001	TCB CONSTRUCTION CO INC	5913 HWY 53	POPLARVILLE	MS	39470
	56366	0707B-01-025.000	WYATT JAMES	4001 CHIPPEWA AVE	GILLETTE	WY	82718



FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE X2 ACCORDING TO MAP NUMBERS 28427CH65G AND 235G, DATED JUNE 16, 2008. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OR THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.



SCALE 1" = 100'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

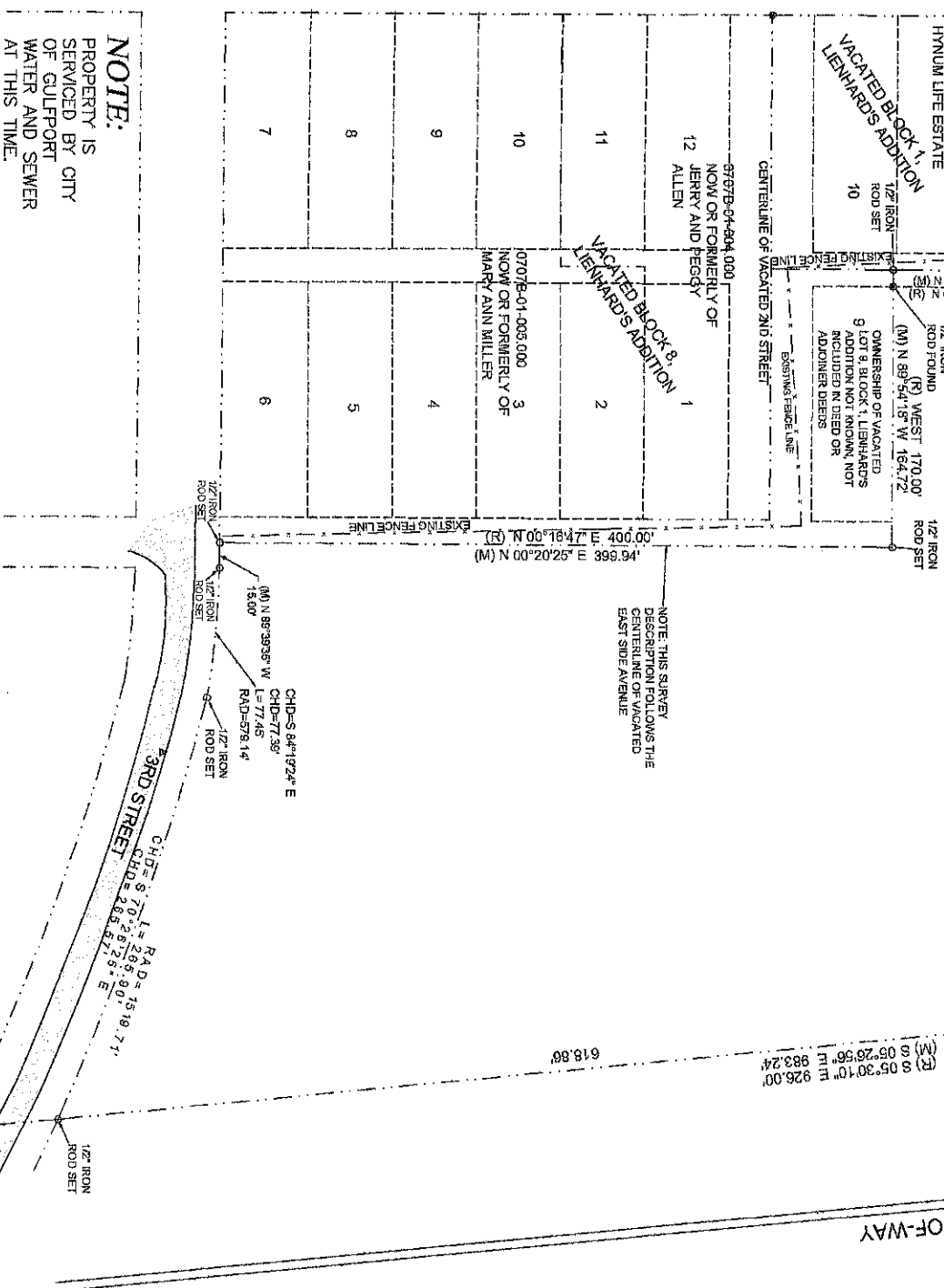
NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. TRK NETWORK, AND ARE BASED ON SPC (2301 MB E).
2.) 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.
3.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

CLIENT: TCB STOP N
GEAUX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg

PREPARED BY:

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



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

MINIMUM BUILDING SETBACKS:
THIS PARCEL OF LAND IS CURRENTLY LOCATED IN A ZONE B-1, NEIGHBORHOOD BUSINESS DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS.

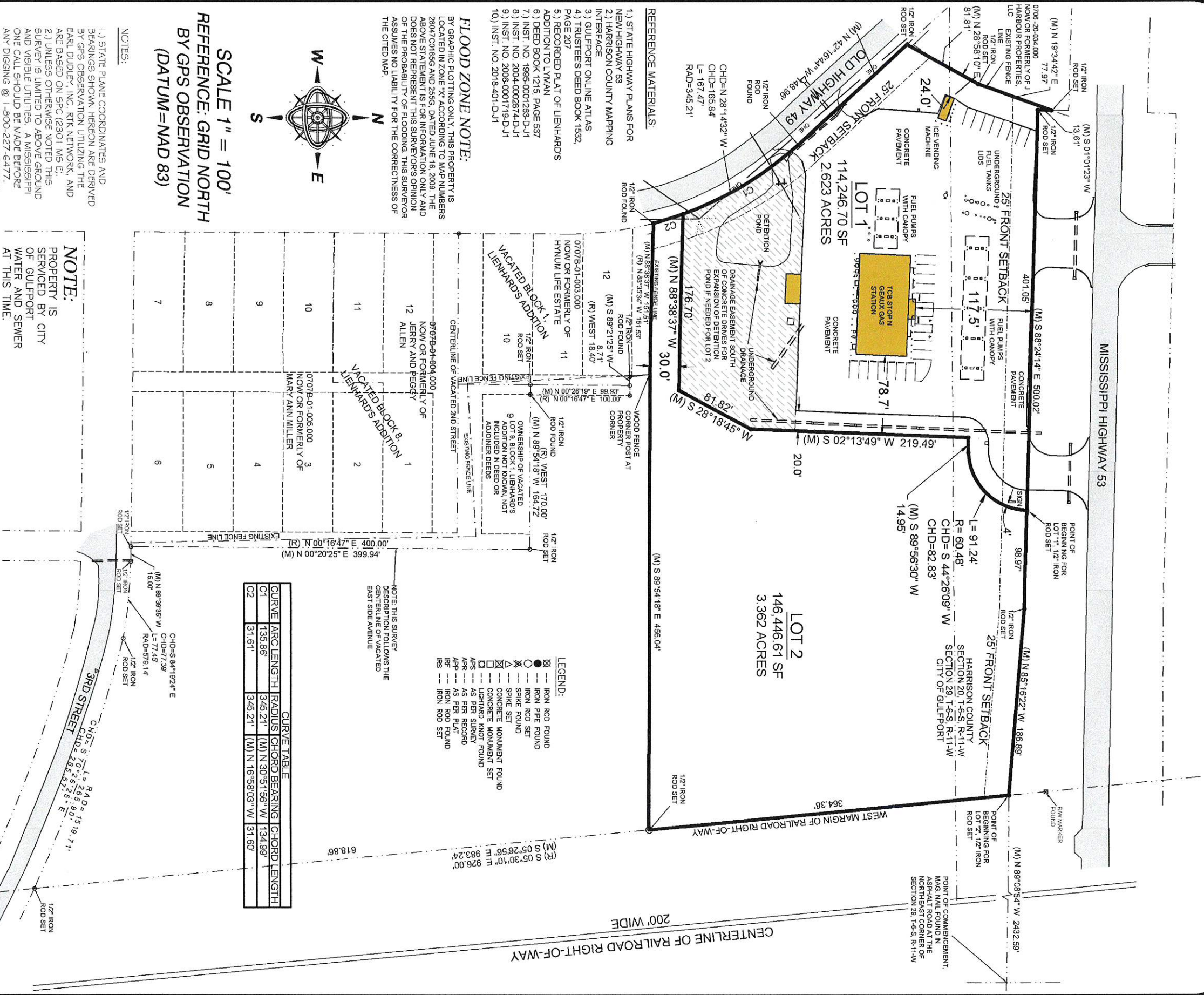
FRONT YARD - 25 FEET
SIDE YARD - NONE
REAR YARD - NONE

A RESUBDIVISION OF A 5.985 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1" AND "2", SAID PARCEL BEING
REFERRED TO AS TAX PARCEL NO.
0707B-01-002.000 AND 0706-20-033.000,
ADDRESS- 16303 HIGHWAY 53

GPS OBSERVATION

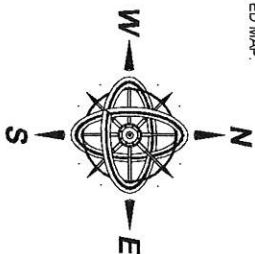
NOTE

DATE OF FIELD WORK: 7/11/2016
TOPCON GR-5 RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK



- REFERENCE MATERIALS:
- 1.) STATE HIGHWAY PLANS FOR NEW HIGHWAY 53
 - 2.) HARRISON COUNTY MAPPING INTER-FACE
 - 3.) GULFPORT ONLINE ATLAS
 - 4.) TRUSTEES DEED BOOK 1532, PAGE 207
 - 5.) RECORDED PLAT OF LIENHARDS ADDITION TO LYMAN
 - 6.) DEED BOOK 1215, PAGE 537
 - 7.) INST. NO. 1985-0001283-D-11
 - 8.) INST. NO. 2004-0002874-D-11
 - 9.) INST. NO. 2006-0001719-D-11
 - 10.) INST. NO. 2018-401-D-11

FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY. THIS PROPERTY IS LOCATED IN ZONE "X" ACCORDING TO MAP NUMBERS 2804C0166G AND 285G, 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.



SCALE 1" = 100'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

NOTES:

- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPFC (2301 MTS E).
- 2.) 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.
- 3.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

CLIENT: TCB STOP N
GEAUX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg

PREPARED BY:

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

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

**MINIMUM BUILDING
SETBACKS:**

THIS PARCEL OF LAND IS CURRENTLY
LOCATED IN A ZONE B-1, NEIGHBORHOOD
BUSINESS DISTRICT AS PER CITY OF
GULFPORT ONLINE ATLAS.
FRONT YARD - 25 FEET
SIDE YARD - NONE
REAR YARD - NONE

A RESUBDIVISION OF A 5.985 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1" AND "2". SAID PARCEL BEING
REFERRED TO AS TAX PARCEL NO.
0707B-01-002.000 AND 0706-20-033.000,
ADDRESS- 16303 HIGHWAY 53

CURVE TABLE			
CURVE	ARC LENGTH	RADIUS (CHORD BEARING	CHORD LENGTH
C1	136.86'	(M) N 30°51'56" W	134.99'
C2	31.61'	(M) N 16°58'03" W	31.60'

NOTE: THIS SURVEY
DESCRIPTION FOLLOWS THE
CENTERLINE OF VACATED
EAST SIDE AVENUE

GPS OBSERVATION
NOTE

DATE OF FIELD WORK: 7/11/2016
TOPCON GR-5 RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

A RESUBDIVISION OF A 5.985 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1" AND "2", SAID PARCEL BEING
REFERRED TO AS TAX PARCEL NO.
0707B-01-002.000 AND 0706 -20-033.000,
ADDRESS- 16303 HIGHWAY 53

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

- 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.L.R.M. ZONE X ACCORDING TO MAP NUMBERS 2804ZC0165G AND 0255G DATED JUNE 16, 2009.
 - 3.) BEARINGS SHOWN HEREON ARE DERIVED BY: GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.
 - 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.
 - 5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
 - 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

**GPS OBSERVATION
NOTE**
DATE OF FIELD WORK: 2/16/2022
TOPCON GR-5 RECEIVER 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.

OVERALL SURVEY DESCRIPTION PRIOR TO RESUBDIVISION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE CITY OF GULFPORT AND HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A MAG. NAIL FOUND IN ASPHALT AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI; THENCE N89°08'54"W 2432.59' TO THE POINT OF BEGINNING, BEING AN IRON ROD SET AT THE POINT OF INTERSECTION OF THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53 WITH THE WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY, S05°26'56"E 364.38' TO AN IRON ROD SET; THENCE N89°54'18"W 456.04' TO A WOODEN FENCE CORNER POST; THENCE N88°38'37"W 151.51' TO AN IRON ROD FOUND ON THE EAST MARGIN OF OLD HIGHWAY 49; THENCE ALONG A CURVE OF SAID EAST MARGIN OF OLD HIGHWAY 49 TO THE LEFT, HAVING A RADIUS OF 345.21', AN ARC LENGTH OF 167.47' AND A CHORD BEARING AND DISTANCE OF N28°14'32"W 165.84' TO AN IRON ROD FOUND; THENCE ALONG THE EAST MARGIN OF OLD HIGHWAY 49, N42°16'44"W 148.96' TO AN IRON ROD SET AT THE SOUTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF J HARBOR PROPERTIES LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, N28°58'10"E 81.81' TO AN IRON ROD; THENCE FURTHER ALONG SAID EAST LINE, N19°34'42"E 77.97' TO THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53; THENCE ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S01°01'23"W 13.61' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S88°24'14"E 500.02' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S85°16'22"E 166.89' TO THE POINT OF BEGINNING, CONTAINING 5.985 ACRES.

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 16TH DAY OF FEBRUARY, 2022.

CLIFFORD A. CROSBY, MS PLS NO. 2539

CLIENT: TCB STOP N
GEAUX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS

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



A RESUBDIVISION OF A 5.985 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1" AND "2". SAID PARCEL BEING
REFERRED TO AS TAX PARCEL NO.
0707B-01-002.000 AND 0706 -20-033.000,
ADDRESS- 16303 HIGHWAY 53

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 X ACCORDING TO MAP NUMBERS 2804ZC0165G AND 0255G DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY:
GRID NORTH BY GPS OBSERVATION. ALL LINES RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

GPS OBSERVATION

NOTE

DATE OF FIELD WORK: 2/16/2022
TOPCON GR-3 RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

NOTE:

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

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.

LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION:
LEGAL DESCRIPTION: LOT "1", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE CITY OF GULFPORT AND HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLAN GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL FOUND IN ASPHALT AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI; THENCE N89°08'54"W 2432.59' TO AN IRON ROD SET AT THE POINT OF INTERSECTION OF THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53 WITH THE WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53, N85°16'22"W 186.89' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID SOUTH RIGHT-OF-WAY LINE, N88°24'14"W 98.97' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.48', AN ARC LENGTH OF 91.24' AND A CHORD BEARING AND DISTANCE OF S44°26'09"W 82.83' TO AN IRON ROD SET; THENCE S89°56'30"W 14.95' TO AN IRON ROD FOUND; THENCE S02°13'49"W 219.49' TO AN IRON ROD SET; THENCE S28°18'45"W 81.82' TO AN IRON ROD SET ON THE EAST MARGIN OF OLD HIGHWAY 49; THENCE ALONG A CURVE OF SAID EAST MARGIN TO THE LEFT, HAVING A RADIUS OF 345.21', AN ARC LENGTH OF 135.86' AND A CHORD BEARING AND DISTANCE OF N30°5'15'6"W 134.99'; THENCE FURTHER ALONG THE EAST MARGIN OF OLD HIGHWAY 49, N42°16'44"W 148.96' TO AN IRON ROD SET AT THE SOUTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF J HARBOUR PROPERTIES LLC; THENCE ALONG THE EAST LINE OF SAID PROPERTY, N28°58'10"E 81.81' TO AN IRON ROD; THENCE FURTHER ALONG SAID EAST LINE, N19°34'42"E 77.97' TO THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53; THENCE ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S01°01'23"W 13.61' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S88°24'14"E 401.05' TO THE POINT OF BEGINNING, CONTAINING 2.623 ACRES.

LEGAL DESCRIPTION: LOT "2", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE CITY OF GULFPORT AND HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLAN GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL FOUND IN ASPHALT AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI; THENCE N89°08'54"W 2432.59' TO THE POINT OF BEGINNING, BEING AN IRON ROD SET AT THE POINT OF INTERSECTION OF THE NEW SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53 WITH THE WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID WEST MARGIN OF THE RAILROAD RIGHT-OF-WAY, S05°25'56"E 364.38' TO AN IRON ROD SET; THENCE N89°54'18"W 456.04' TO A WOODEN FENCE CORNER POST; THENCE N88°38'37"W 151.57' TO AN IRON ROD FOUND ON THE EAST MARGIN OF OLD HIGHWAY 49; THENCE ALONG A CURVE OF SAID EAST MARGIN OF OLD HIGHWAY 49 TO THE LEFT, HAVING A RADIUS OF 345.21', AN ARC LENGTH OF 31.61' AND A CHORD BEARING AND DISTANCE OF N16°58'03"W 31.60' TO AN IRON ROD SET; THENCE S88°38'37"E 176.70' TO AN IRON ROD SET; THENCE N28°18'45"E 81.82' TO AN IRON ROD SET; THENCE N02°13'48"E 219.49' TO AN IRON ROD SET; THENCE S89°56'30"E TO AN IRON ROD SET; THENCE ALONG A CURVE TO LEFT HAVING A RADIUS OF 60.48', AN ARC LENGTH OF 91.24' AND A CHORD BEARING AND DISTANCE OF N44°26'09"E 82.83' TO AN IRON ROD SET ON THE SOUTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 53; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S88°24'14"E 98.97' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE, S85°16'22"E 186.89' TO THE POINT OF BEGINNING, CONTAINING 3.362 ACRES.

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 16th DAY OF FEBRUARY, 2022.

CLIFFORD A. CROSBY, MS PLS NO. 2539



PREPARED BY:

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

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 # 0707B-01-002.000 AND 0706 -20-033.000, SECTIONS 20 AND 29, TOWNSHIP 6 SOUTH, RANGE 11 WEST, BEING A 5.985 ACRE PARCEL. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF HIGHWAY 53 AND ON WEST SIDE OF THE RAILROAD RIGHT-OF-WAY. THE AD VALOREM TAX PARCEL NUMBER(S) OF THE SUBJECT PROPERTY IS

0707B-01-002.000 AND 0706 -20-033.000, THE CASE FILE NUMBER IS

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT TCB STOP N GEAX, 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 17th DAY OF February, 2022.
TCB STOP N GEAX LLC

BY: Jennifer L. Weems, President
JENNIFER L. WEEMS, PRESIDENT

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:

JENNIFER L. WEEMS, PRESIDENT OF
TCB STOP N GEAX, LLC
THIS 17th DAY OF February, 2022.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED JENNIFER L. WEEMS, PRESIDENT OF TCB STOP N GEAX, LLC, WHO ACKNOWLEDGED THAT SHE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC
ID NO. 119932
Commission Expires 11/30/2025
STATE OF MISSISSIPPI
JULIA BOLIV

PLANNING COMMISSION
SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE DAY OF 2022.

BY: PLANNING COMMISSION CHAIRMAN PRINT
KEITH WILLIAMS
DATED:
BY: PLANNING ADMINISTRATOR PRINT
GREG HOLMES
DATED:

APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT, CITY COUNCIL, AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE DAY OF 2022.

ATTEST: ADOPT

BRITTANY RODGERS, CLERK OF COUNCIL F.B. "RUSTY" WALKER, PRESIDENT

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS DAY OF 2022.

BILLY HEWES, MAYOR

A RESUBDIVISION OF A 5.985 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1" AND "2". SAID PARCEL BEING
REFERRED TO AS TAX PARCEL NO.
0707B-01-002.000 AND 0706 -20-033.000,
ADDRESS- 16303 HIGHWAY 53

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 17th DAY OF FEBRUARY 2022.

CLIFFORD A. CROSBY, MS PLS 2539



PREPARED BY:

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

CLIENT: TCB STOP N
GEAX, LLC
DATE OF FIELD SURVEY:
2/16/2022
DRAWN BY: CAC
JOB NUMBER: 16130.dwg

RE: Resubdivision 2204PC047, by owner Jennifer L Weems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), 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, April 28, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, April 28, 2022**. 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:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

MEMORANDUM

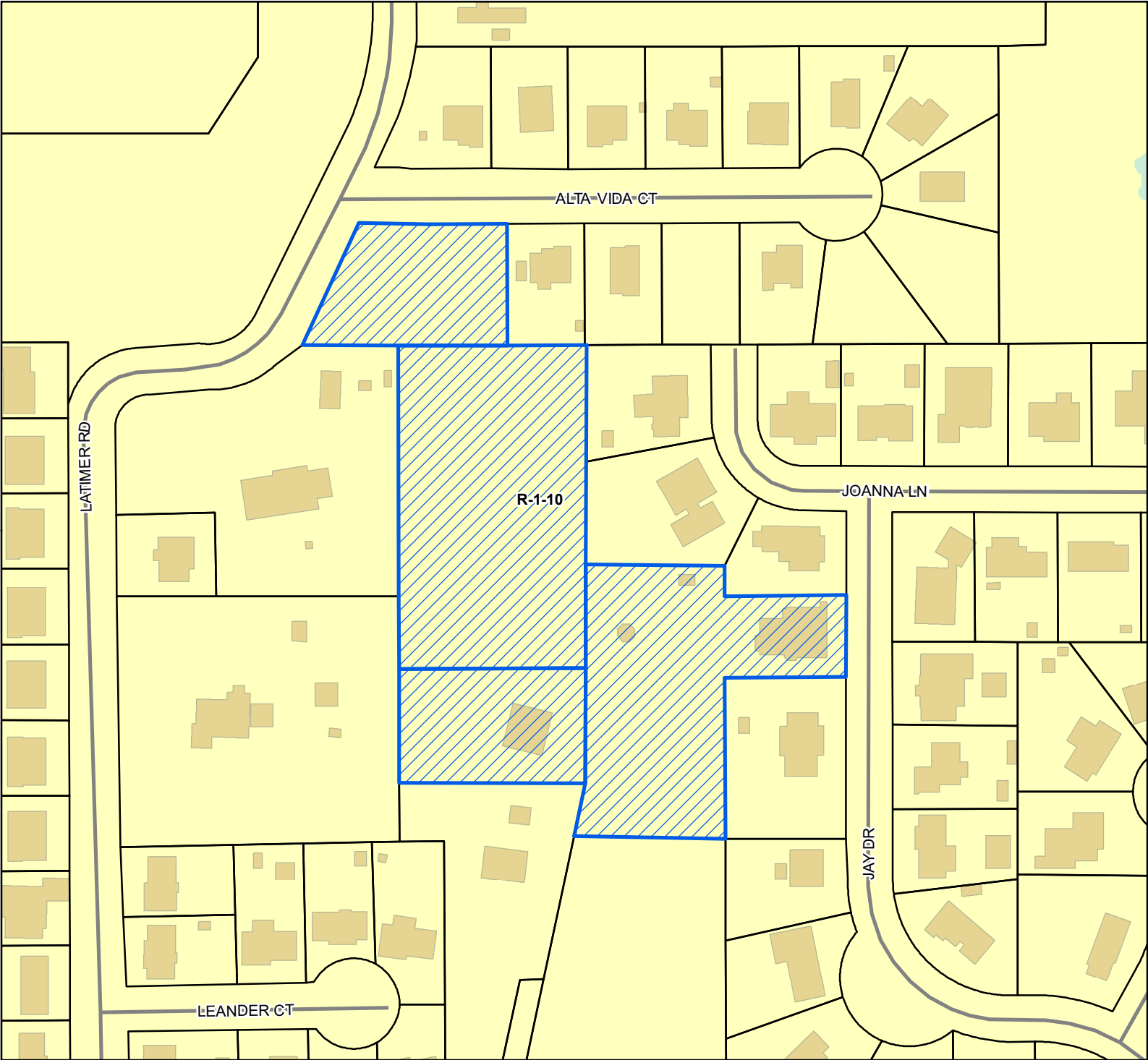
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Resubdivision 2204PC048:

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6



 Site

 Street

 Parcels

 Buildings

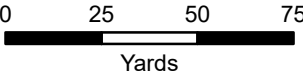
 Water Features

Zoning

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

Site Information

0908K-02-001.000
0908J-01-009.002
0908J-01-020.001
0908J-01-009.000
Zoning: R-1-10 (Single-family)
Size: 4.0 acres
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.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2204PC048

Hearing Date: April 28, 2022

Current Zoning/Use: R-10 / Single Family Home and vacant properties

Legal: Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests to reconfigure 4 properties into 3 new properties. As presented all properties will exceed the district minimums for size. The major concerns are a land locked piece of property that is currently land locked and will remain so with the lot size is getting slightly smaller. Another concern is the proposed Parcel B will exceed the lot width to depth ratio.

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

The application exceeds the requirement for the minimums in regards to the city's subdivision regulations and current policy regarding lot divisions. The primary concern are errors in the certificate that require correction before presented to city council.

Any approval should consider these conditions:

1. Protected trees on property need to be preserved and protected.
2. Planning Commission grants a waiver for the maximum depth requirement from the subdivision regulations.
3. "Parcel" B is missing its improvements as required by application. Corrections required before presented to city council.

Technical Report

Resubdivision

4. Parcel C cannot be land locked by private drive and needs to be city ROW and meet City Standards.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	Disapprove: Parcel C cannot be land locked by private drive needs to be city ROW meeting City Standards. Memo dated 4/22/22.
<u>Public Works:</u>	Disapprove: Parcel C cannot be land locked. Memo dated 4/22/22.
<u>Traffic and Safety:</u>	No conditions. Memo dated 4/21/22.
<u>Building Code Services:</u>	No conditions. Memo dated 4/21/22.
<u>GIS:</u>	No conditions. Memo dated 4/21/22.
<u>Police Department:</u>	No conditions. Memo dated 4/21/22.
<u>Fire Department:</u>	No conditions. Memo dated 4/19/22.
<u>City Arborist:</u>	Conditions: Protected trees on property need to be preserved and protected. Memo dated 4/19/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

\$190.00



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

For Staff Use Only

Case Number: 2204PC048Date Received: 2/24/22

Receipt Number: _____

Received By: mwZoning: R-1-10Ward: 6 Flood: X

Size: _____

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	9	0	8	K
0	9	0	8	J
0	9	0	8	J

 -

0	2
0	1
0	1

 -

0	0	1
0	0	9
0	2	0

 •

0	0	0
0	0	2
0	0	1

 Address of Property Involved: 27 JAY Dr. Gpt, Ms. 39503

(If necessary, use separate sheet of paper)

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

General Location: 27 JAY Dr. Gpt, Ms. 39503 south of ALTA VIDA court
north of Dejeaux Road.

GENERAL DESCRIPTION OF REQUEST:

RE SUBDIVISION 3 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

Jimmy and Glynis Randall
Printed Name of Owner

Printed Name of Agent

Mailing Address

27 JAY Dr.

Mailing Address

City

State

Zip code

GULFPORT Ms. 39503

City

State

Zip code

Home Phone

Work/Cell Phone

228-365-6276

Home Phone

Work/Cell Phone

Email

Jimmy & Glynis Randall
Signature of Owner

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) Glynnis Randall
 ADDRESS (STREET, CITY, STATE, ZIP CODE) 27 Jay Drive, Gulfport, MS 39503
 PHONE # (H) 228 365 0589 (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: Glynnis Randall

NAME OF OWNER (PRINT) Jimmy RANDALL
 ADDRESS (STREET, CITY, STATE, ZIP CODE) 27 JAY Drive, Gulfport, MS. 39503
 PHONE # (H) 228-365-6276 (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: Jimmy Randall

NAME OF OWNER (PRINT) _____

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

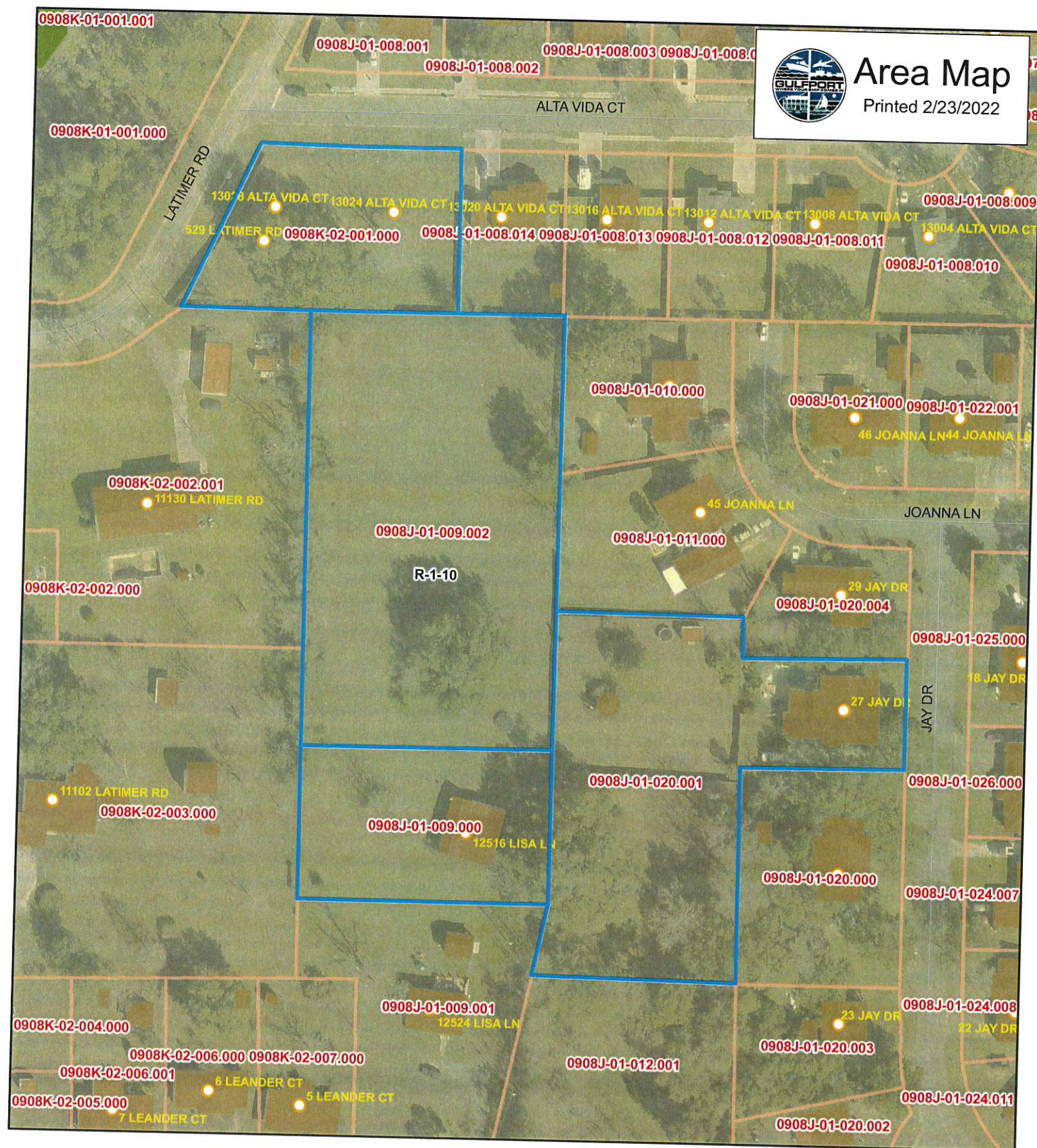
PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

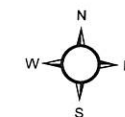
SIGNATURE: _____

(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: _____



Zoning: R-E
Ward: 6
Flood: X



1 inch = 100 feet

DATA DISCLAIMER:
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Covenant Affidavit

I, Jimmy RANDALL, being owner or agent of the property 27 JAY Dr.
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.

Jimmy Randall 2-23-22
Signature Date

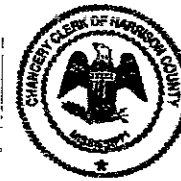
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 23 day of February, 20 22

Matilda Welch
Notary Public



900K-2-1



J. Jordan
1st Judicial District
Instrument 2020 3547 D - J1
Filed/Recorded 4/6/2020 01:51 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

Indexing Instructions:

File#200690

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,

**DONIELLE LEEANN EVANS
F/K/A DONIELLE STREET
11206 LATIMER ROAD
GULFPORT, MS 39503
228-234-5008**

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

**JIMMY RANDALL and wife, GLYNNIS RANDALL,
as tenants by the entirety with full rights
of survivorship and not as tenants in common,
27 JAY DRIVE
GULFPORT, MS 39503
228-365-6276**

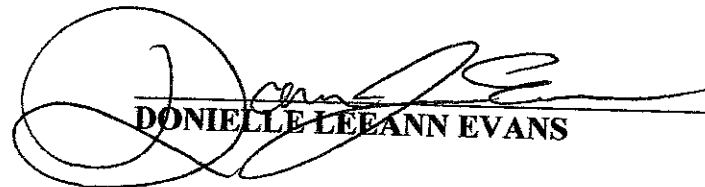
the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

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 3rd day of April, 2020.

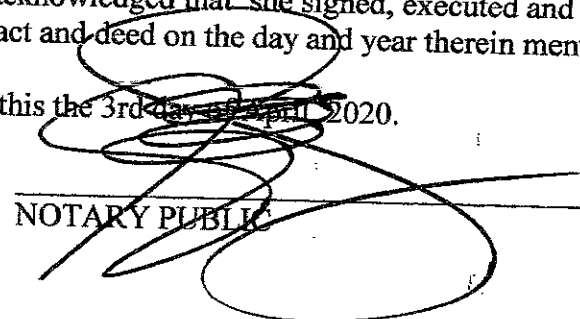

DONIELLE LEEANN EVANS

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **DONIELLE LEEANN EVANS**, 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 3rd day of April, 2020.


NOTARY PUBLIC

(SEAL)

My Commission Expires:



09085-1912

STATE OF MISSISSIPPI
COUNTY OF HARRISON



1st Judicial District
Instrument 2005 21246 D -J1
Filed/Recorded 12 15 2005 3 18 P
Total Fees 12.00
2 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, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, MARK HEAD and wife, ROBBIE HEAD, 271 Native Cove Road, NEWMAN, GA. 30263, (770) 252-9760, do hereby sell, convey and warrant unto GLYNNIS D. RANDALL, 27 Jay Drive, Gulfport, Mississippi 39503, (228) 831-4332, the following described land and property being located in the First Judicial District Harrison County, Mississippi, being more particularly described as follows, to-wit:

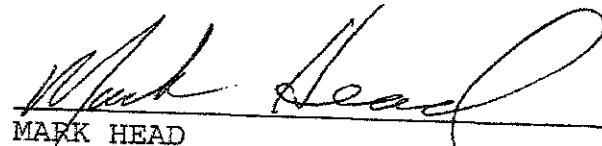
A parcel of land situated and being located in the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West, City of Gulfport, in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

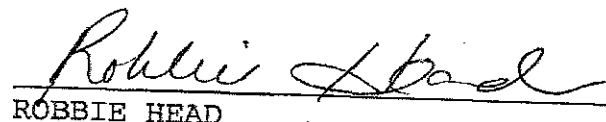
Commencing at the Northwest (NW) corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West; thence run from said Point of Beginning, South 00 degrees 01 minutes 56 seconds West a distance of 349.12 feet along the West line of the said Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4); thence run East a distance of 201.23 feet; thence run North 00 degrees 09 minutes 03 seconds West a distance of 349.18 feet to the North line of the said Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4); thence run South 89 degrees 58 minutes 57 seconds West a distance of 200.11 feet along the North line of the said Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) to the Northwest (NW) corner of the said Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) and the Point of Beginning.

INDEXING INSTRUCTIONS: Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West, in the First Judicial District of Harrison County, Mississippi.

are hereby assumed by the Grantee herein.

WITNESS OUR SIGNATURES, ON THIS THE 14TH DAY OF DECEMBER,
2005.


MARK HEAD

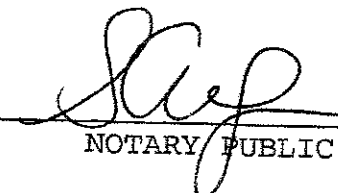

ROBBIE HEAD

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14th day of December, 2005.


NOTARY PUBLIC

My Commission Expires:

Prepared by:
Gulf Title Company, Inc.
10576 KLEIN ROAD
Gulfport, MS 39503
(228) 539-0909
File #052892



9025-1-20.

BOOK 1351 PAGE 521

PREPARED BY:
MEADOWS, RILEY, KOENENN & TEEL
P. O. Drawer 550
Gulfport, MS 39502
(601) 864-4511

STATE OF MISSISSIPPI
COUNTY OF HARRISON

ENTERED

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 Rick L. Carter and wife, Shannon Y. Carter, do hereby sell, convey and warrant unto Glynnis Deann Scroggins McMinn, 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:

Lot 14, Block 1, Colonial Estates Subdivision, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi in Plat Book 29 at Page 4.

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.

BOOK 1351 PAGE 522

WITNESS THE SIGNATURE of the above Grantor(s), this the 16th day of October, 1996.

Rick L. Carter
Rick L. Carter

Shannon Y. Carter
Shannon Y. Carter

STATE OF MISSISSIPPI

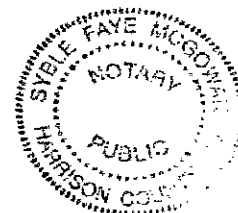
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 16th day of October, 1996, within my jurisdiction, the within named Rick L. Carter and Shannon Y. Carter, who acknowledged that they executed and delivered the above and foregoing instrument.

Syble Faye McGowan
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Notary Public State of Mississippi At Large
My Commission Expires: September 12, 2000
~~BONDED TO ROHEIDEN-WATSON, INC.~~



GRANTOR:

Rick L. Carter and Shannon Y. Carter
12200 Dedeaux Rd.
Gulfport, Ms. 39503
832-4524

GRANTEE:

Glynnis Deann Scroggins McMinn
27 Jay Drive
Gulfport, Ms. 39503
601-928-2771.

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the day of 25th March 2004.

Steve Allen, Chairman
Gulfport City Planning Commission

Ray Eaton
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 18 day of May 2004.

ATTEST:
Kathy E. Johnson
CLERK OF COUNCIL

ADOPT

PRESIDENT

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this 19 day of May 2004.

Ken Combs
KEN COMBS, MAYOR

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

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

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

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

The above described property lies in firm zone X, community panel # 285253-0035-D of the F.E.M.A. Flood zone maps revised October 4, 2002.

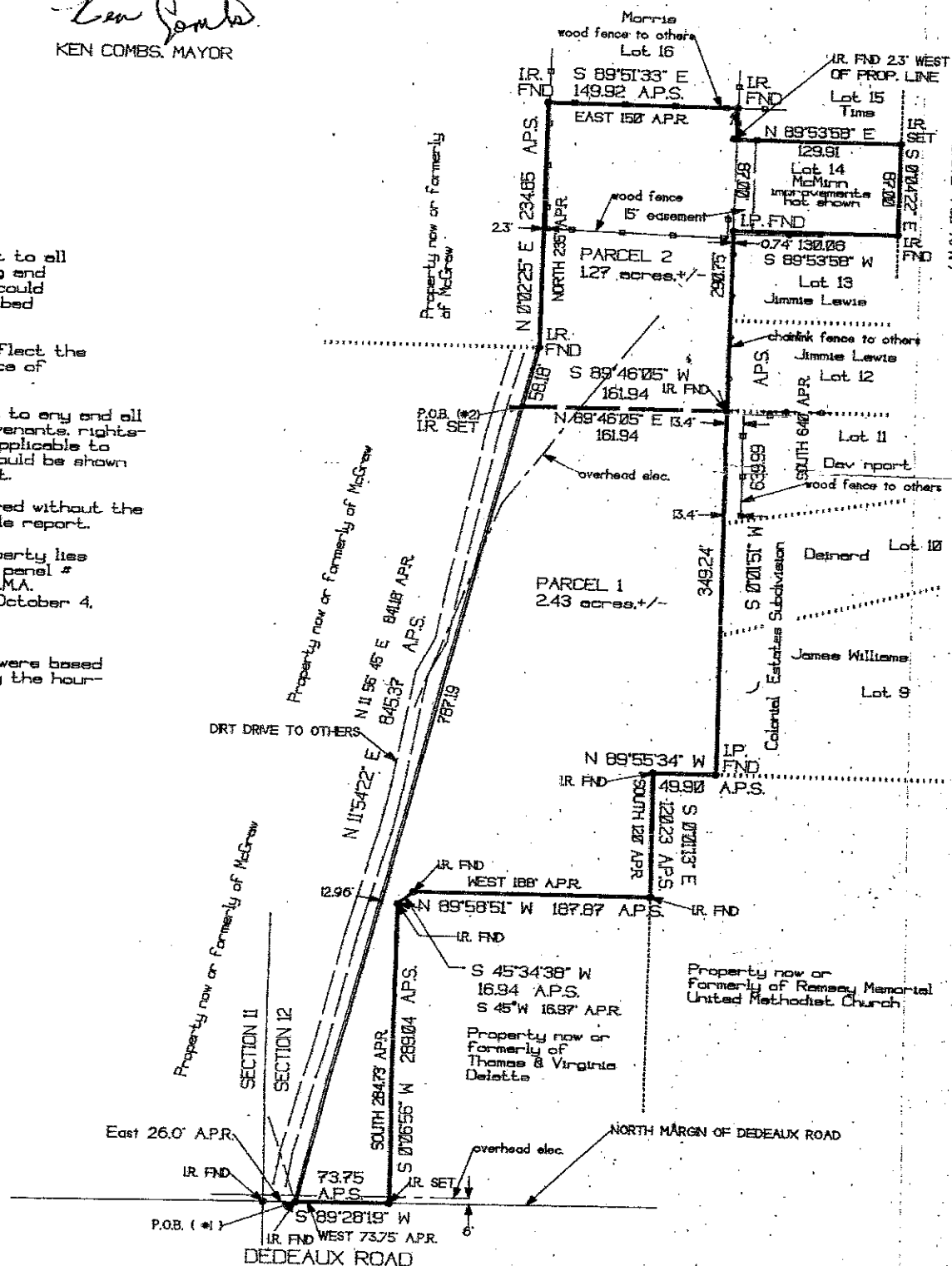
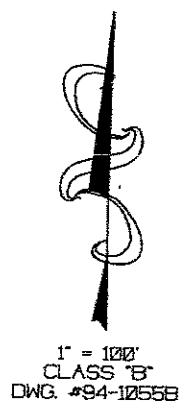
All bearings on this plat were based on a solar observation by the hour-angle method.

APS. = As Per Surveyed

APR. = As Per Record

IR. = Iron Rod

IP. = Iron Pipe



908 J-19
STATE OF MISSISSIPPI
COUNTY OF HARRISON



1st Judicial District
Instrument 2007 669 D -J1
Filed/Recorded 1 19 2007 4 13 P
Total Fees 12.00
2 Pages Recorded

CORRECTED 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, DOUGLAS A. MCGRAW and wife, LISA MCGRAW, 12516 Dedeaux Road, Gulfport, Mississippi, 228-523-1089, do hereby sell, convey and warrant unto GLYNNIS D. RANDALL, 27 Jay Drive, Gulfport, Mississippi 39503, (228) 831-4332, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

A parcel and land situated and being located in the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West, City of Gulfport, in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit: Commencing at the Northwest (NW) corner of the Southwest Quarter of the Northwest Quarter (SW1/4 of the NW1/4), of Section 12, Township 7 South, Range 11 West; thence run South 00 degrees 01 minute 56 seconds West a distance of 349.12 feet along the West line of the said Southwest Quarter of the Northwest Quarter (SW1/4 of the NW1/4) to the Point of Beginning; thence continue from said Point of Beginning, South 00 degrees 01 minutes 56 seconds West a distance of 125.00 feet along the West line of the said Southwest Quarter of the Northwest Quarter (SW1/4 of the NW1/4); thence run East a distance of 201.63 feet; thence run North 00 degrees 09 minutes 03 seconds West a distance of 125.00 feet; thence run West a distance of 201.23 feet to the West line of the said Southwest Quarter of the Northwest Quarter (SW1/4 of the NW1/4) and the Point of Beginning.

And Also, An Easement for Ingress & Egress being described as: A parcel of land situated and being located in a part of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit: Beginning at the intersection of the West line of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 7 South, Range 11 West with the North right of way of

2

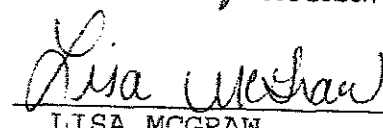
This Corrected Deed is given to add Easement description that was left out of Warranty Deed dated December 14, 2005 and recorded in Deed Book as Instrument # 2005-21248-D-J1 thereof.

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.

WITNESS OUR SIGNATURES, ON THIS THE 16TH DAY OF JANUARY, 2007.


DOUGLAS A. MCGRAW

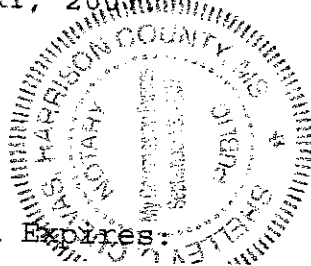

LISA MCGRAW

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 16th day of JANUARY, 2007.




NOTARY PUBLIC

My Commission Expires:

CERTIFICATE OF RE-SUBDIVISION

RESUBDIVISION OF PARCELS #0908K-02-001.000
0908J-01-009.002, 0908J-01-020.001
AND PARCEL # 0908J-01-009.000
SECTION 12 TOWNSHIP 7 SOUTH, RANGE 11 WEST
INTO THREE PARCELS A, B & C

DESCRIPTIONS PRIOR TO RE-SUBDIVISION

INSTRUMENT # 2005-21246 D-J1

INSTRUMENT # 2004-4622 D-J1

INSTRUMENT # 2007-669 D-J1

LOT 15 & 16 ALTA VIDA SUBDIVISION

LOT 14, BLK 1, COLONIAL ESTATES SUBDIVISION

ZONED R 110
FYSB 25'
SYSB 8'
RYSB 8'

CERTIFICATION

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


Larry R. Smith P.L.S. # 02695

Dated: 01/31/2022

This property is located in Zone(s) "X", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0260H, revised 12/21/2017



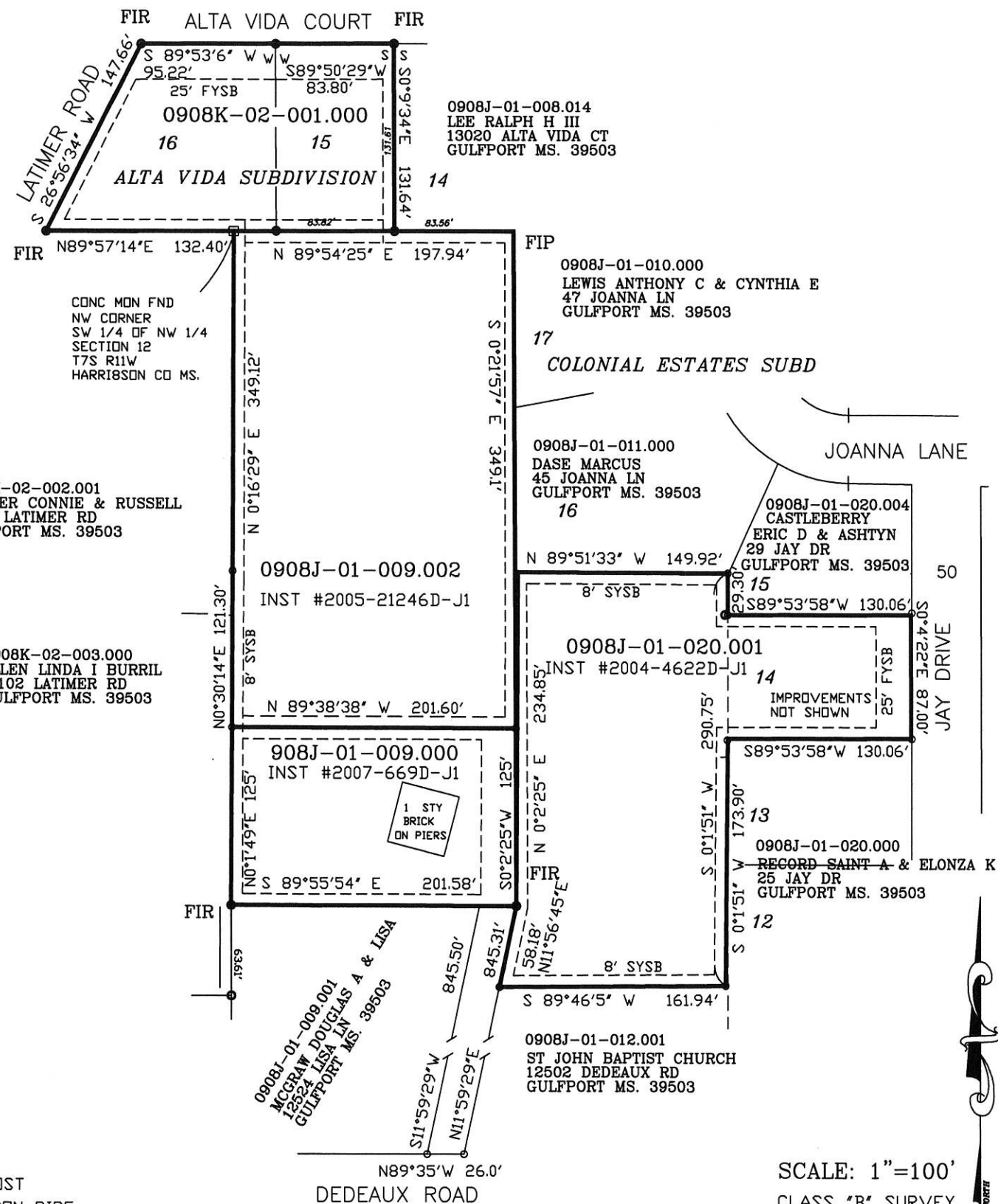
LARRY SMITH
LAND SURVEYING

105 N. KERN DRIVE

GULFPORT MS. 39503 PHONE: (228) 832-9643

BOUNDARY, TOPOGRAPHIC
CONSTRUCTION LAYOUT

GULFPORT, HARRISON COUNTY, MS.

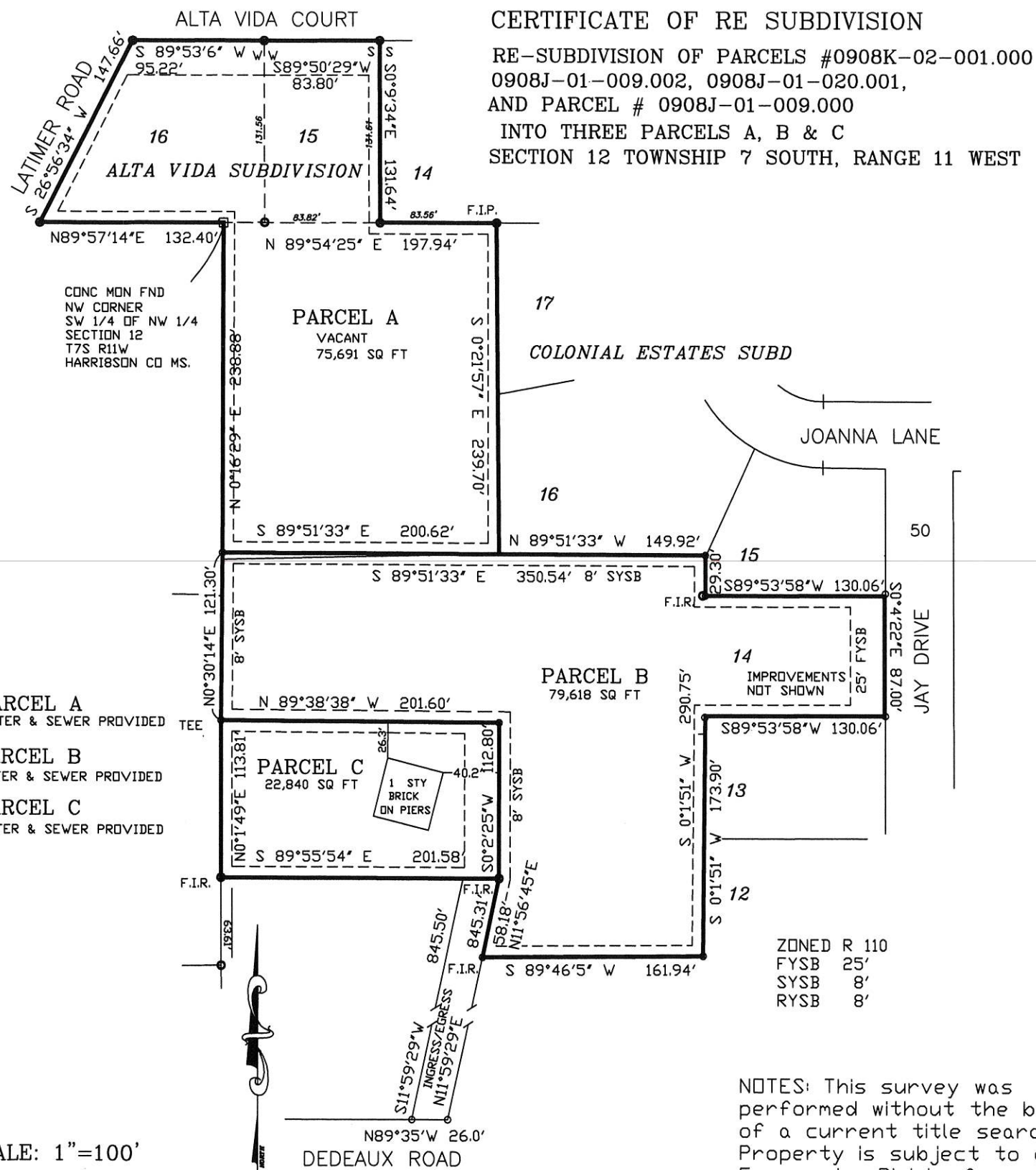


FP FENCE POST
FIP FOUND IRON PIPE
FIR FOUND 1/2" IRON ROD
SIR SET 1/2" IRON ROD

Base Bearing by: GPS (RTK)

SHEET 1 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.



PARCEL A

A parcel of land containing LOTS 15 & 16 ALTA VIDA SUBDIVISION, SECTION 12-T7S-R11W, AND ALSO:
A parcel of land being situate and located in the southwest quarter of the northwest quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi and being more particularly described as follows:
Beginning at a 4 inch concrete Monument found at the NW corner of the SW 1/4 of the NW 1/4 of Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi thence run N89°54'25"E a distance of 197.94 feet to a 1" Iron pipe; thence S00°21'57"E a distance of 239.70 feet; thence N89°51'33"W a distance of 200.62 feet; thence N00°16'29"E a distance of 238.88 feet to the Point of Beginning. said parcel contains 75,691 square feet or being 1.74 Acres, more or less.

PARCEL B

A parcel of land containing LOT 14, BLOCK 1, COLONIAL ESTATES SUBDIVISION, SECTION 12-T7S-R11W, AND ALSO:
A parcel of land being situate and located in the southwest quarter of the northwest quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi and being more particularly described as follows:
Commencing at a 4 inch concrete Monument found at the NW corner of the SW 1/4 of the NW 1/4 of Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi thence run S00°16'29"W a distance of 238.88 feet to the POINT OF BEGINNING; thence S89°51'33"E a distance of 350.54 feet; thence S00°01'51"W a distance of 290.75 feet; thence S89°46'05"W a distance of 161.94 feet; thence N11°56'45"E a distance of 58.18 feet to a 1/2 inch iron rod; thence N00°02'25"E a distance of 112.80 feet; thence N89°38'38"W a distance of 201.6 feet; thence N00°30'14"E a distance of 121.30 feet to the Point of Beginning. said parcel contains 79,618 square feet or being 1.83 Acres, more or less.

PARCEL C

A parcel of land being situate and located in the southwest quarter of the northwest quarter (SW 1/4 of the NW 1/4) of Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi and being more particularly described as follows:
Commencing at a 4 inch concrete Monument found at the NW corner of the SW 1/4 of the NW 1/4 of Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi thence run S00°16'29"W a distance of 238.88 feet; thence S00°30'14"W a distance of 121.30 feet to the POINT OF BEGINNING; thence S89°38'38"E a distance of 201.60 feet; thence S00°02'25"W a distance of 112.80 feet; thence N89°55'54"W a distance of 201.58 feet; thence N00°01'49"E a distance of 113.81 feet to the Point of Beginning. said parcel contains 22,840 square feet or being 0.52 Acres, more or less.
AND ALSO:
An Easement for Ingress and Egress being described as follows:
beginning at the intersection of the West line of the SW 1/4 of the NW 1/4 of Section 12, Township 7 South, Range 11 West with the North margin of Dedeaux Road; thence run N89°35'00"E 26.0 feet along the North margin of Dedeaux Road; thence N11°59'29"E 845.31 feet; thence West 25.96 feet; thence S11°59'29"W a distance of 845.50 feet to the North margin of Dedeaux Road and the Point of Beginning.

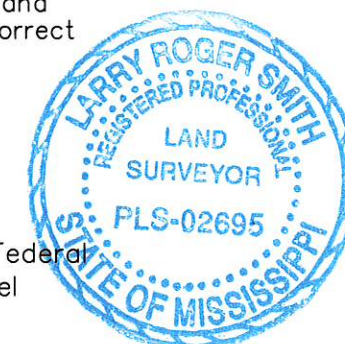
CERTIFICATION

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
P.L.S. # 02695

Dated: 01/31/2022

This property is located in Zone(s) "X", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0260H, revised 12/21/2017



SCALE: 1"=100'
CLASS "B" SURVEY
Base Bearing by: GPS RTK (NAD 83)

SHEET 2 OF 3

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

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 4 Parcels of land, into (3) Parcels A B & C. The Subject Property is generally described as being located in the Southwest Quarter of the Northwest Quarter (SW 1/4 OF NW 1/4), of Section 12, Township 7 South, Range 11 West; Harrison County, Mississippi. Address: 27 Jay Drive. GULFPORT, MS 39503 (South of ALTA VIDA COURT/ North of DEDEAUX ROAD), On file and recorded in Instruments # 2005-21246 D-J1, 2004-4622 D-J1, 2007-669 D-J1, and 2020-3547-D-J1, in the office of the Chancery Clerk. The ad velorem tax numbers of the subject property is 0908J-01-009.002, 0908J-01-020.001, 0908K-02-001.000, & 0908J-01-009.000. The Case File Number is 2204PC048

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:

OWNER: Glynnis Randall
GLYNNIS RANDALL

This the 22nd day of Feb, 2022

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.

Dominique E. Reverse
NOTARY PUBLIC
My Commission Expires: Nov. 4, 2025



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:

OWNER: Jimmy Randall
JIMMY RANDALL

This the 22nd day of Feb, 2022

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.

Dominique E. Reverse
NOTARY PUBLIC
My Commission Expires: Nov. 4, 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

LS

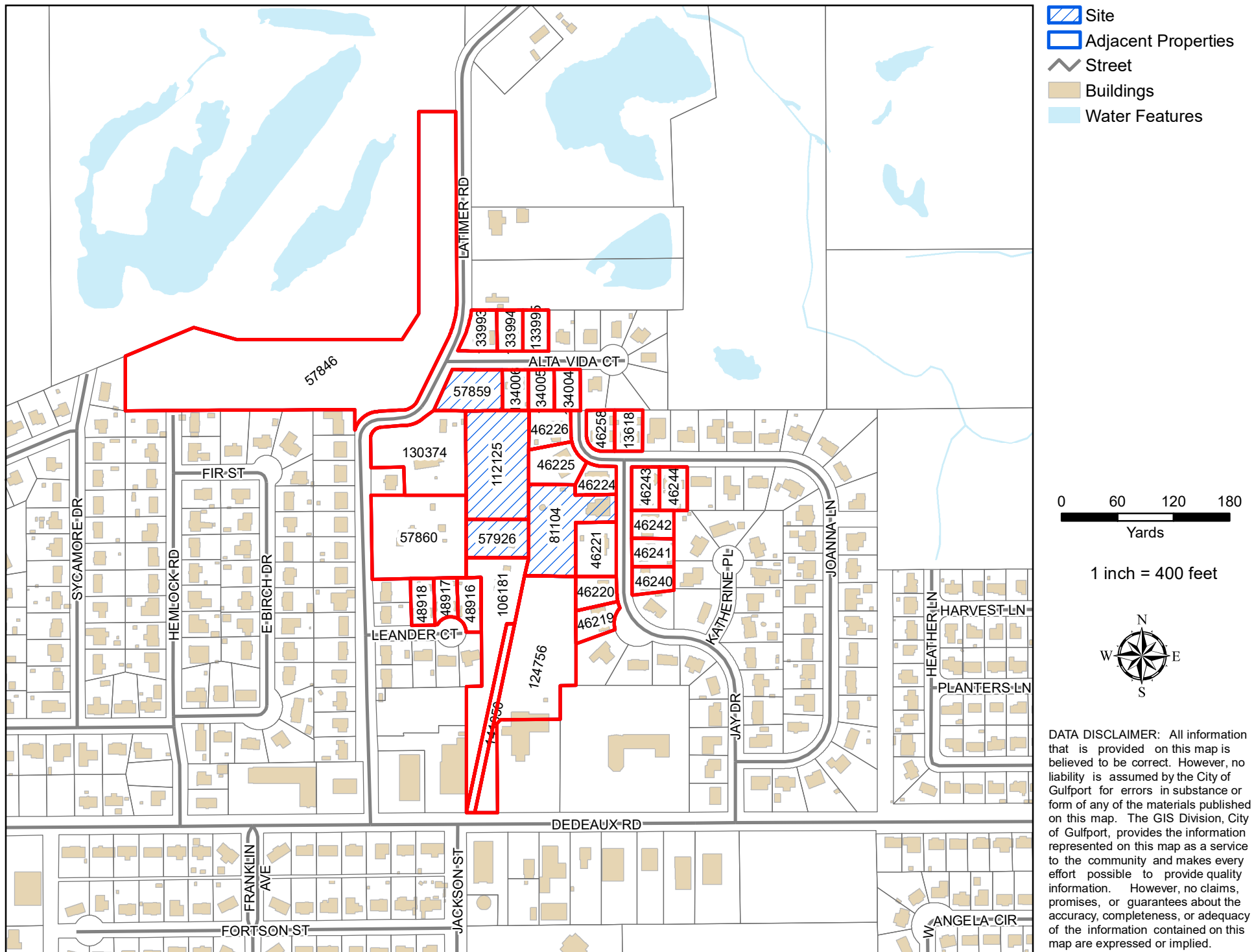
LARRY SMITH
LAND SURVEYING

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

RESUBDIVISION OF PARCELS #0908K-02-001.000
0908J-01-009.002, 0908J-01-020.001
AND PARCEL # 0908J-01-009.000
SECTION 12, TOWNSHIP 7 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS.

2204PC048

Resubdivision



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			JIMMY AND GLYNNIS RANDALL (OWNERS)	27 JAY DR	GULFPORT	MS	39503
			Adjacent Property Owners				
	46240	0908J-01-024.008	ACEVEDO JOSE SAMUEL ALEMAN	22 JAY DRIVE	GULFPORT	MS	39503
	57860	0908K-02-003.000	ALLEN LINDA I BURRIL	11102 LATIMER RD	GULFPORT	MS	39503
	133994	0908J-01-008.002	BROOKS HOUSTON & KEILA	13025 ALTA VIDA COURT	GULFPORT	MS	39503
	57846	0908K-01-001.000	BUSINESS PROPERTIES LLC	14231 SEAWAY ROAD SUITE 7003	GULFPORT	MS	39503
	46224	0908J-01-020.004	CASTLEBERRY ERIC D & ASHTYN T	248 DEBUYS RD #194	BILOXI	MS	39532
	133993	0908J-01-008.001	COLE TABATHA	13029 ALTA VIDA COURT	GULFPORT	MS	39503
	46225	0908J-01-011.000	DASE MARCUS	45 JOANNA LN	GULFPORT	MS	39503
	46220	0908J-01-020.003	DAVENPORT JASON L	23 JAY DR	GULFPORT	MS	39503
	133995	0908J-01-008.003	FORTENBERRY LATOYA	13021 ALTA VIDA CT	GULFPORT	MS	39503
	46219	0908J-01-020.002	FRYER RICHARD RUSSELL II & LINDA M	19 JAY DRIVE	GULFPORT	MS	39503
N	141050	0908J-01-009.003	GULFPORT CITY OF	PO BOX 1780	GULFPORT	MS	39502
	46242	0908J-01-026.000	HENNLEIN JUDITH ANN -ESTATE-	26 JAY DR	GULFPORT	MS	39503
	48918	0908K-02-006.001	HUSLEY FAY & DOUGLAS E	7 LEANDER CT	GULFPORT	MS	39503
	46258	0908J-01-021.000	KREEGER BARTON A & BETANCOURT A	46 JOANNA LN	GULFPORT	MS	39503
	13618	0908J-01-022.001	LAPOINTE HARRIS J & SHERRY L J	44 JOANNA LN	GULFPORT	MS	39503
	134006	0908J-01-008.014	LEE RALPH H III	13020 ALTA VIDA CT	GULFPORT	MS	39503
	46226	0908J-01-010.000	LEWIS ANTHONY C & CYNTHIA E	47 JOANNA LN	GULFPORT	MS	39506
	106181	0908J-01-009.001	MCGRAW DOUGLAS A & LISA	12524 LISA LN	GULFPORT	MS	39503
	81104	0908J-01-020.001	MCMINN GLYNNIS DEANN SCOGGINS	27 JAY DR	GULFPORT	MS	39503
	134005	0908J-01-008.013	PERKINS TINA M & ROBERT C	13106 ALTA VIDA CT	GULFPORT	MS	39503
N	57926	0908J-01-009.000	RANDALL GLYNNIS D	27 JAY DR	GULFPORT	MS	39503
N	112125	0908J-01-009.002	RANDALL GLYNNIS D	27 JAY DR	GULFPORT	MS	39503
N	57859	0908K-02-001.000	RANDALL JIMMY & GLYNNIS	27 JAY DRIVE	GULFPORT	MS	39503
	46221	0908J-01-020.000	RECORD SAINT A & ELONZA K	25 JAY DR	GULFPORT	MS	39503
	46244	0908J-01-024.009	ROBERTS DAVID	35 JOANNA LN	GULFPORT	MS	39503
	46241	0908J-01-024.007	RUTLEDGE DENNIS P & ELEANOR M	24 JAY DR	GULFPORT	MS	39503
	48916	0908K-02-007.000	SMITH ANDREW S	5 LEANDER CT	GULFPORT	MS	39503
	130374	0908K-02-002.001	SONNIER CONNIE & RUSSELL	11130 LATIMER RD	GULFPORT	MS	39503
	124756	0908J-01-012.001	ST JOHN BAPTIST CHURCH	12502 DEDEAUX RD	GULFPORT	MS	39503
	134004	0908J-01-008.012	TALLY-LEWIS JARED B & TALLY STACI M	13012 ALTA VIDA COURT	GULFPORT	MS	39503
	46243	0908J-01-025.000	UNDERWOOD CARLOS A	18 JAY DR	GULFPORT	MS	39503
	48917	0908K-02-006.000	YEAGER LINDA A	#6 LEANDER CT	GULFPORT	MS	39503

RE: Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 28, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, April 28, 2022**. 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:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Weems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

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Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< 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: April 28, 2022

Re: **Zoning Map Amendment 2204PC049:**

Zoning Map Amendment 2204PC049, by agent J Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2204PC049

Hearing Date: April 28, 2022

Current Zoning/Use: R-2 / Indoor Theater

Legal: Zoning Map Amendment 2204PC049, by agent J Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, 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 38,000 square feet of property from R-2 (Single-family) to a B-2 (General business) zone. Currently, the property is being used as an indoor theater, known as Gulfport Little Theater, though no license exists for the private theater. The current zoning does not allow for this use, the expansion of it, or substantial modification.

According to the City's 2002 Comprehensive Plan, this area was intended to reflect a social organization in the future land use plan. Specifically meaning, the existing use of an indoor theater was intended to become conforming.

The applicant not timely provided justification of change as required by ordinance and application current zoning district:

1. Mistake or error is not addressed by the applicant.
2. Need is not addressed by the applicant.

Technical Report

Zoning Map Amendment

EXECUTIVE SUMMARY

The future land use plan of the City intended to for this use to stay and become conforming. Unfortunately, the property was never rezoned to anything that would be conforming to the city's chart of uses.

With this in consideration, a zoning change to B-2 may be an excessive change into the adjacent neighborhood. The use would be allowed with designations of R-B and B-1, both of which would allow the theater.

As the applicant did not provide timely justification of change, the application should be postponed until the May hearing to provide time for legal publication and disclosure.

Any approval should consider these conditions:

1. A license must be secured and maintained for the theater

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

04/26/2022

**City of Gulfport
Urban Development / Planning Dept**

**Ref: Rezoning application for Gulfport Little Theatre
2600 13th Ave.
Tax parcel No: 0811A-05-035.000**

Sirs,

Today, after two attempts at getting this rezoning error corrected, we were told this letter is needed. Once again, because someone there has failed to get the correct information to us, we will be delayed. SO PLEASE, accept this and let us proceed with this error correction.

In December of 1970, Gulfport Little Theatre was given the property listed above, and started the process of building a new theatre to replace the old destroyed by hurricane Camille. Plans were drawn and presented to the city for permits to construct the new building. Evidentially, at that time, someone either missed checking the zoning, or simply did not make the needed adjustments, but construction was allowed and the building has been occupied sense that time as Gulfport Little Theatre.

When Covid shut everything down, we decided to make needed repairs and approached Hancock bank for a mortgage to get needed funds. We were informed by the bank and their appraiser, that we were on property that was zoned as residential and therefore they would not appraise the property at its true value.

We then started the process to get the zoning corrected so we can get the mortgage and do needed repairs.

Our interest in this is simple... To keep GLT up and running as it has for 74 years. You ask for a development schedule, and it should be clear that the building already exists where it is and has for about 50 years. We are asking for NO NEW building, NO DIFFERENCE in use, and the effect to the community will not be any different from the last 50 years.

All we are asking is for the City to do what it should have done 50 years ago and change the zoning from R2 to B2, so we can save the theatre.

It cost us every month that this is delayed, and the fact that we are just informed of the need for this letter at this late date, after having it reviewed when it was submitted is inexcusable if it cost us another month sitting and waiting.

PLEASE move forward and correct the error as quickly as possible.

Respectfully,

**J. Michael Petro
AGENT Gulfport Little Thearte**

CIVIL ENGINEER
111 LUNDGREN LANE
GULFPORT, MS 39507

Robert J. Knesal, P. E.

CONSULTANT
228-860-5318
email: BobbyKnes@aol.com

March 22, 2022

City of Gulfport Planning Division
1410 24th Ave
Gulfport, MS 39501

Re: General Plan 2103PC049
24th Ave Townhomes

To whom it may concern:

We received General Plan Approval of our Townhome Project on March 25, 2021. Due to the excessively high building material prices, we delayed marketing the project until costs stabilized. We are finally getting it ready to market and have a realtor who will be installing a sign soon.

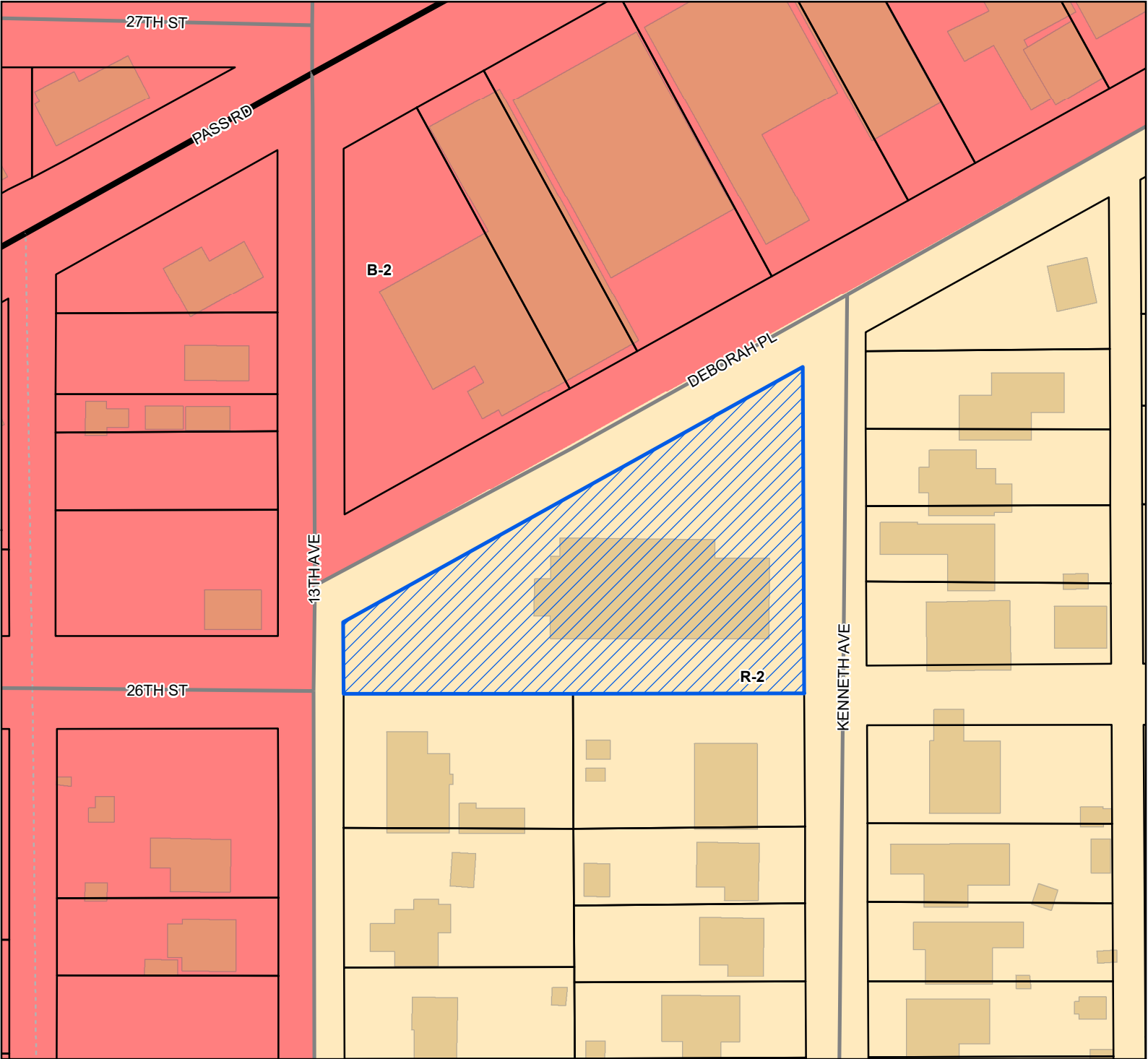
I respectfully request a 12 month extension of this approval to allow us time to complete the marketing and get the plat filed.

Should you have any questions or if I need to provide additional information, please do not hesitate to contact me at 228-860-5318.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Robert J. Knesal', with a long horizontal flourish extending to the right.

Robert J. Knesal, P. E.



Site

US or State Highway

Street

Alley

Parcels

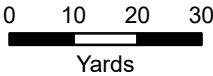
Buildings

Zoning

B-2 - General Business District

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

Site Information
0811A-05-035.000
Zoning: R-2 (Single-family)
Size: 38,606 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

For Staff Use Only

Case File #: 2204 PC 049Date Received: 2-24-22

Receipt #: _____

Received By: N. N.Zoning: R-2Ward: 2 Flood: X

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

Property Information

TAX PARCEL #

0	8	1	1	A	-	0	5	-	0	3	5	.	0	0	0
					-			-				.			
					-			-				.			

(If necessary, use separate sheet of paper)

Address of Property Involved: 2600 13th Ave.Lot(s) 1-4, Block(s) 14, Subdivision BRACKENRISGeneral Location: 2600 13th Ave. SE COR 13th Av + Deborah

GENERAL DESCRIPTION OF REQUEST:

KEANE BD FROM R2. ZONING REQUEST BY CITY
IN ORDER TO GET A FAIR APPRAISAL THE ZONING NEEDS TO BE CHANGED

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

Lori Grove

Printed Name Of Owner

PO BOX 567

Mailing Address

Gulfport MS 39502

City

State

Zip code

(228) 224-8768

Home Phone

Work/Cell Phone

grove.lori@gmail.com

Email

Lori L. Grove

Signature Of Owner

AGENT

MICHAEL PETRO

Printed Name Of Agent

421 Commerce Street

Mailing Address

Gulfport MS 39507

City

State

Zip code

(228) 431-0828

Home Phone

Work/Cell Phone

MICHAEL PETRO 1000@Gmail.com

Email

Michael Petro

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) Lori Grove CLT
 ADDRESS (STREET, CITY, STATE, ZIP CODE) 320 LAKEVIEW Blvd Biloxi MS 39531
 PHONE # (H) (601) 824-8768 (W) _____
 TAX PARCEL NUMBER(S) OWNED 0811A-05-035.000

SIGNATURE: _____

NAME OF OWNER (PRINT) J. Michael Petro CLT
 ADDRESS (STREET, CITY, STATE, ZIP CODE) 521 Commerce St Gulfport MS 39507
 PHONE # (H) (601) 731-0308 (W) _____
 TAX PARCEL NUMBER(S) OWNED 0811A-05-035.000

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

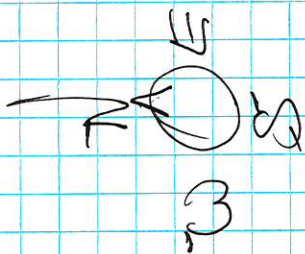
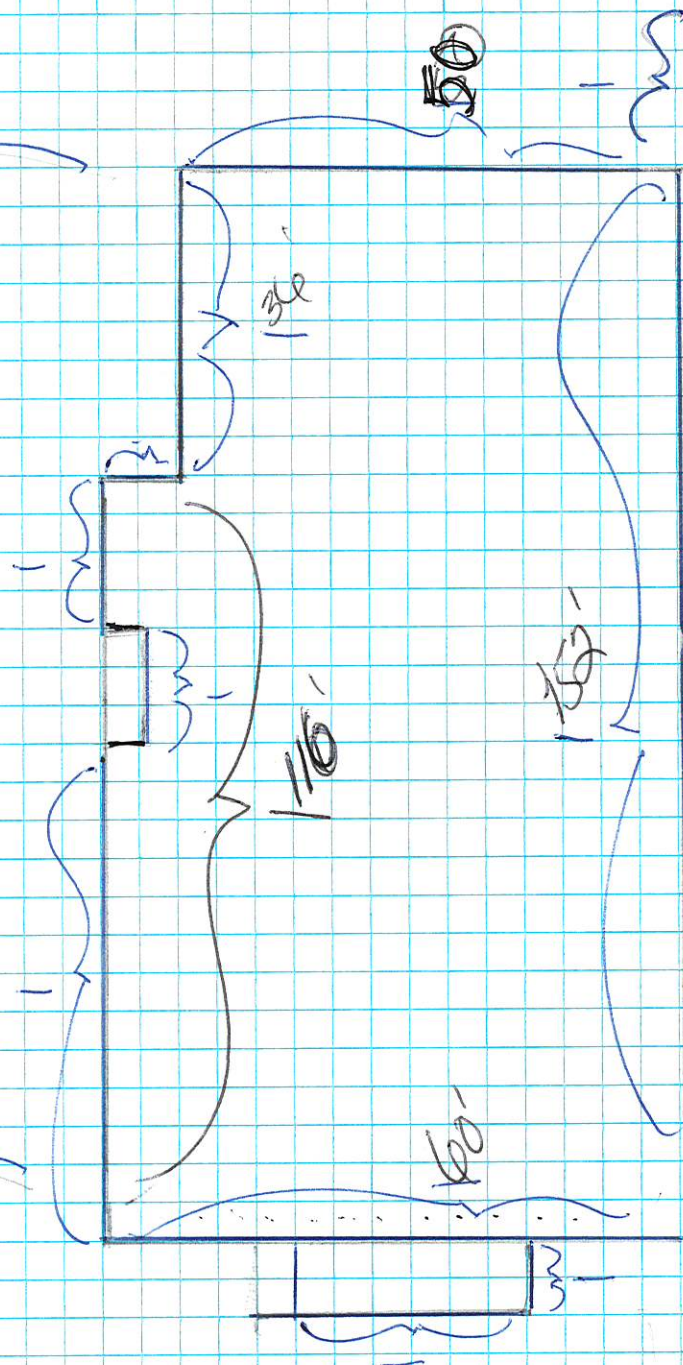
IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: J. Michael Petro

CLT REMOD.

Kearney Ave
DEM'S

Deborah Face



13th Ave



Designation of Agent

I, Lori Grove, being owner of the property 0811A-05-035.000
PRINT NAME PRIMARY ADDRESS OF PARCEL
which is the subject of this application hereby authorize J. MICHAEL PETRO 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.

Lori L. Grove

Signature

02-22-2022

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 22nd day of FEB., 20 22

[Signature]

Notary Public

10/01/2024

Commission Expiration



WARRANTY DEED

THE STATE OF MISSISSIPPI
HARRISON COUNTY

For and in consideration of the sum of TEN DOLLARS,
and other good and valuable consideration , cash in hand paid, the
receipt of which is hereby acknowledged, We, MRS. LULU W. ANDERSON and MRS. ANNIE
F. BARBER,
do hereby sell, convey and warrant unto THE GULFPORT LITTLE THEATRE, INC., a
Mississippi non-profit corporation,

in the First Judicial District
the following described land situated and being/in Harrison County, Mississippi, viz:
Lots 1 to 4, inclusive, being all of Block 14 of
BROADACRES, a Subdivison of the City of Gulfport,
Harrison County, Mississippi, as per the official
map or plat hereof on file and of record in the
Office of the Chancery Clerk of Harrison County,
Mississippi, in Plat Book 16, Page 9.

The above land is not now and never has been any part of the
homestead of the grantors.

This conveyance is made the grantee for the location of a building
and faculty for the Gulfport Little Theatre, Inc.

Witness our signatures , this 19th day of December , A. D. 1970.

Mrs. Lulu W. Anderson
MRS. LULU W. ANDERSON
Mrs. Annie F. Barber
MRS. ANNIE F. BARBER

THE STATE OF MISSISSIPPI
HARRISON COUNTY

Personally appeared before me, the undersigned Notary Public, the within named
MRS. LULU W. ANDERSON and MRS. ANNIE F. BARBER,
who acknowledged that they signed and delivered the foregoing instrument on the day and
year herein mentioned.

Given under my hand and official seal, this 19th day of December , A. D. 1970.

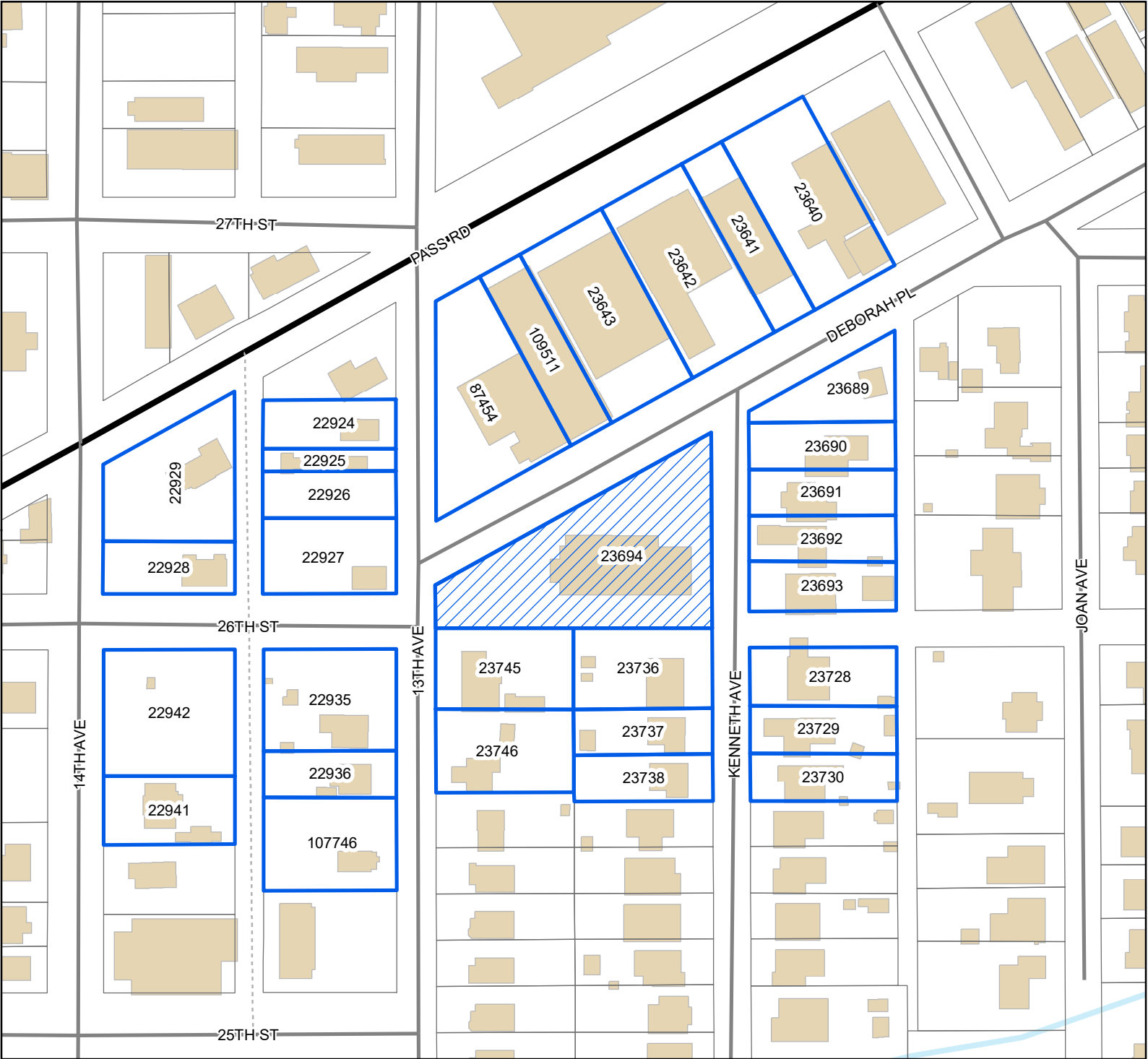
Jimmie Nell Lupton
Notary Public in and for Harrison County, Mississippi

My Commission Expires

2/4/74

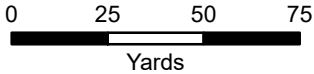
PARCEL # 0811A-05 035.000.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	23694	0811A-05-035.000	GPT LITTLE THEATRE INC	P O BOX 567	GULFPORT	MS	39502
			Adjacent Property Owners				
	22941	0811B-02-012.000	ALFORD CLARA ETHEL ROBERSON & LESTE	P O BOX 1229	GULFPORT	MS	39502
n	22942	0811B-02-013.000	ALFORD LESTER & CLARA ETHEL R	PO BOX 1229	GULFPORT	MS	39502
	22926	0811B-02-004.000	BORDEAUX FRANK R	13917 STATE HWY 20-W	NICEVILLE	FL	32578
	87454	0811A-05-050.000	CHRIS' BEAUTY COLLEGE INC	1265 PASS RD	GULFPORT	MS	39501
	23640	0811A-05-054.000	COMPTON INVESTMENT GROUP INC	22 40TH ST	GULFPORT	MS	39507
	23736	0811A-05-036.000	COX JOHN RICHARD & GEORGE ANN	2517 KENNETH AVE	GULFPORT	MS	39501
	22936	0811B-02-008.000	COX RICKY LANE & ARIENDA JANE	2517 13TH AVE	GULFPORT	MS	39501
	22935	0811B-02-007.000	CZAPLA CHRISTY ANN & MICHAEL WAYNE	2521 13TH AVE	GULFPORT	MS	39501
	23689	0811A-05-034.000	D S LADNER HOLDINGS LLC	P O BOX 6546	GULFPORT	MS	39506
n	23690	0811A-05-033.000	D S LADNER HOLDINGS LLC	P O BOX 6546	GULFPORT	MS	39506
	23691	0811A-05-032.000	DS LADNER HOLDINGS LLC	9366 STONE RD	GULFPORT	MS	39503
	23728	0811A-05-029.000	DUPAS CAROLYN B	2516 KENNETH AVE	GULFPORT	MS	39501
	23643	0811A-05-051.000	EL DORADO OIL & GAS INC	8 BAYOU PLACE	GULFPORT	MS	39503
n	23641	0811A-05-053.000	EL DORADO OIL & GAS INC	8 BAYOU PLACE	GULFPORT	MS	39503
n	109511	0811A-05-050.001	EL DORADO OIL & GAS INC	8 BAYOU PLACE	GULFPORT	MS	39503
	23642	0811A-05-052.000	EL DORADO OIL & GAS INC	1261 PASS RD	GULFPORT	MS	39501
	22925	0811B-02-003.000	FAYARD ROY P & DEBACCO EVELYN ETAL	18009 TILLMAN ROAD	LONG BEACH	MS	39560
	23692	0811A-05-031.000	HAZLETT BRANDI L	2602 KENNETH AVE	GULFPORT	MS	39501
	107746	0811B-02-009.001	INGRAM LINDA A	403 CARIBE PL S	GULFPORT	MS	39507
	22927	0811B-02-005.000	LEUNG DREESBACH -TRUST-	756 WARD RD	TEXARKANA	AR	71854
	22928	0811B-02-014.000	MORTON KENDELL E & SHERRY L	18311 MALLARD DRIVE	SAUCIER	MS	39574
	23693	0811A-05-030.000	NICHOLS SCOTT V & BETTY R	2600 KENNETH AVE	GULFPORT	MS	39501
	23738	0811A-05-038.000	ROBERTS DOROTHY L	P O BOX 237	SAUCIER	MS	39574
	22924	0811B-02-002.000	STEVENSON DOUGLAS A	P O BOX 1873	GULFPORT	MS	39502
	23737	0811A-05-037.000	WALKER MARIA ANTONIA	2515 KENNETH AVE	GULFPORT	MS	39501
	23746	0811A-05-048.000	WALTERS DOROTHY R	2524 13TH AVE	GULFPORT	MS	39501
	23730	0811A-05-027.000	WARDEN PATSY L	2512 KENNETH AVE	GULFPORT	MS	39501
	23729	0811A-05-028.000	WEATHERFORD R D	2514 KENNETH AVE	GULFPORT	MS	39501
	23745	0811A-05-049.000	WELLMAN JACK D & PEGGY	2526 13TH AVE	GULFPORT	MS	39501
	22929	0811B-02-015.000	WILLIAMS LASHANDA & JIEQUEL	13421 WARREN DR	GULFPORT	MS	39503



Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Alley
- 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:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

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Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

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This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< 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: April 28, 2022

Re: Planning Commission Approval 2204PC054:

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Technical Report
PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2204PC054

Hearing Date: April 28, 2022

Current Zoning/Use: R-2 / Single-family home

Legal: Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, request home occupation for a mobile notary, 2980 Magnolia Drive. Zoned R-2 (Single-family), Ward 4

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." In addition, the applicant states "there will be clients coming to the home by appointment only and will be scheduled one hour apart to prevent any traffic issues." However, for this reason, the applicant is required to install fire sprinkler. The applicant further states "the hours of operation will be Monday through Friday 8:30 am to 4:30pm. 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. However, please note that a fire sprinkler shall be required when customers come to the home.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 4/22/22.

Public Works: No comments as of 4/22/22.

Traffic and Safety: No conditions. Memo dated 4/21/22.

Building Code Services: Conditions. According to Building Codes, a mixed use business – residential home office will require a one hour separation wall, (fire separation wall), and a 13D sprinkler system when there is customer service in the home based business. 4/21/22.

GIS: No conditions. Memo dated 4/21/22.

Technical Report
PLANNING COMMISSION APPROVAL

Police Department:

No conditions. Memo dated 4/21/22.

Fire Department:

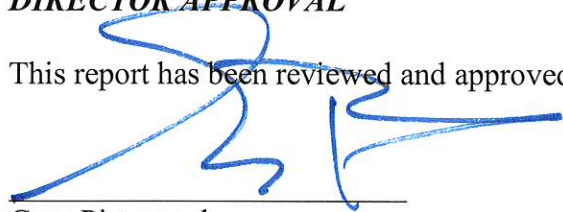
Conditions. Home office would require a 13D Fire sprinkler and separation from residential Occupancy. Memo dated 4/19/22.

City Arborist:

No conditions. Memo dated 4/19/22.

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

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL # 0910N-03-007.007

(If necessary, use separate sheet of paper)

Address of Property Involved: 2980 Magnolia Court (Drive)

Lot(s) , Block(s) , Subdivision

General Location: Gulfport - Home

GENERAL DESCRIPTION OF REQUEST:

To obtain a business license as a 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
c2c Real Estate
 Printed Name of Owner
1092 Acadian Dr 4
 Mailing Address
Gulfport MS 39507
 City State Zip code
228-604-0909
 Home Phone Work/Cell Phone
amie@c2cde.com
 Email
[Signature]
 Signature of Owner

AGENT
Brandie Wright
 Printed Name of Agent
2980 Magnolia Drive
 Mailing Address
Gulfport MS 39507
 City State Zip code
228-297-8574
 Home Phone Work/Cell Phone
brandienicoles@gmail.com
 Email
[Signature]
 Signature of Agent

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

☐

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

LITTLE
COUNTRY
CHURCH

3001 F AVE

F AVE

140

R-2

2981 MAGNOLIA DR

2980 MAGNOLIA DR

2965 MAGNOLIA DR

2964 MAGNOLIA DR

2949 MAGNOLIA DR

2948 MAGNOLIA DR

2933 MAGNOLIA DR

2932 MAGNOLIA DR

MAGNOLIA DR



Real Estate Management

1092 Acadian Dr. Suite 4
Gulfport MS 39507
Phone: 228.604.0909 • Fax: 228.604.0903

11/9/2021

To whom it may concern,

Brandie Wright has rented from C2C Property Management for approximately 7 years. Her address is 2980 Magnolia Court. She has requested that she do Notary Services from this address and we grant permission unless reported high traffic should begin. At such time, this service would have to be discontinued. Please feel free to call with any questions you may have at the number given above.

Sincerely

Alaina Hayward

Alaina Hayward
Office Manager

alh

Sworn before me this 9th day of February
2022. Brandie Wright
Brandie Wright
Commission Expires 10/3/2025



CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: C2C Real EstateAddress: 2980 Magnolia CourtPhone: work 228-604-0909 (Home) (Work/Cell)If rented, then the name of owner or manager is required, along with a letter of approval from same: C2C Real Estate - See LetterName of business or service to be used as home occupation: Notary ServiceNature of business: South Mississippi Notary, LLC

Please fill in all the appropriate blanks:

Hours of operation: 8:00 a.m. until 5:00 p.m. 8:30 am to 5pm
Monday FridayEarlier than 8:00 a.m. N/AGive hours: N/ALater than 5:00 p.m.: N/AGive hours: N/A

Method of conducting business:

Telephone: ✓Mail order: Personal computer: Appointment: ✓

Traffic generation:

Is there any delivery of goods or products to the residence? NOIf so, specify the number and frequency of deliveries: N/ADescribe size of vehicle making deliveries: N/A

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

Service is by appointment only - one hour a part.

Specify number and frequency of visits by clients and customers: One, but if

Is everything made, manufactured, or provided on site? notary is needed there may be a future visit, notary service is provided on site.

Is special equipment required in production? No

If so, described it, giving size of motor, etc. N/A

Are sales made from the premises? None

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

Local stores on consignment: None

Arts and crafts or flea markets: None

Trade shows: None

Other: None

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: Brandie Wright

Signature: [Signature]

Date: 02/22/2022

2/22/2022

South Mississippi Notary, LLC

Business Proposal

February 22, 2022

For

South Mississippi Notary, LLC

2980 Magnolia Drive, Gulfport, MS 39507

(228)-297-8574

southmsnotary@gmail.com

South Mississippi Notary, LLC

2980 Magnolia Drive

Gulfport, MS 39507

228-297-8574

South Mississippi Notary, LLC will be established to provide general notary service to Gulfport, MS, located at my rental property; 2980 Magnolia Drive, Gulfport, MS 39507. I have written permission from the landlord (C2C Real Estate Management). I have provided this information along with my application.

The site plan is appropriate for transportation and access. The scheduling of appointments will be one hour apart to prevent any traffic issues. And I will inform customers to arrive at the scheduled time so there will not be any traffic congestion. I have a driveway on the left side of the home for parking up to two cars for individuals needing notary service. I have water and waste disposal established through the city of Gulfport. In the event of an emergency, I will contact the appropriate authorities. There will be no public facilities. I will provide notary service to those individuals in the hospital and in a nursing facility who need notary service but cannot come to my location. Therefore, I will take my service to them.

The fee for notary service will be \$5.00 per signature. I became a notary public because there are people who need notary service, and I want to be of service to those in need. My hours of operations will be Monday through Friday from 8:30 am to 4:00 pm.

This proposal is in harmony with the orderly development of the district because of the site plan. All the information I have provided lines up with the requirements. The only supplies I have are the notary record-keeping book, seal and stamp, and pen. So, this requires less space and storage. If I decide to use a business sign, I will mount it to the home.

Thank you,

Brandie Wright

Commission Expires: 10-03-2025

ID: 293081 - Harrison

228-297-8574

2980 Magnolia Drive

Gulfport, MS 39507



1st Judicial District
Instrument 2011 8800 D - J1
Filed/Recorded 12/29/2011 12:00 N
Total Fees \$ 12.00
2 Pages Recorded

PREPARED BY AND RETURN TO:

JAMES B. WRIGHT, JR., P.A.

Post Office Box 249

Ocean Springs, MS 39566

228-396-7881

INDEXING: Exempt

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars and other good and valuable considerations, cash in hand paid, the receipt of which is hereby acknowledged,

H & S INVESTMENTS LLC

769 McLane Lane

Biloxi, MS 39532

228-424-8972

does hereby sell, convey and warrant unto

**STEPHEN JAMES HODGES AND JOYCE MARIE
HODGES**

266 B Brunswick Ave West

Supply, NC 28462

910-221-4489

as joint tenants with full rights of survivorship and not as tenants in common, the property described as follows, to-wit:

LOT 7, MAGNOLIA COURT SUBDIVISION, a subdivision according to an official map or plat on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 53 at Page 16.

THIS CONVEYANCE is subject to all restrictions, easements and reservations affecting said property of record in the Office of the Chancery Clerk of Harrison County, Mississippi.

TAXES FOR THE CURRENT YEAR have been prorated as to this date on an estimated basis, and are hereby assumed by the Grantee herein.

WITNESS MY SIGNATURE(S) of the undersigned on this 28 day of December 2011.

H & S INVESTMENTS, LLC

By: _____

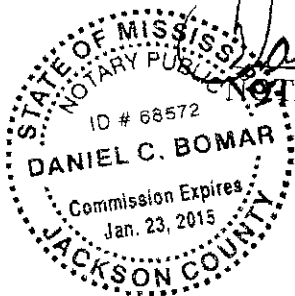
Gary J. Sinopoli, Jr.

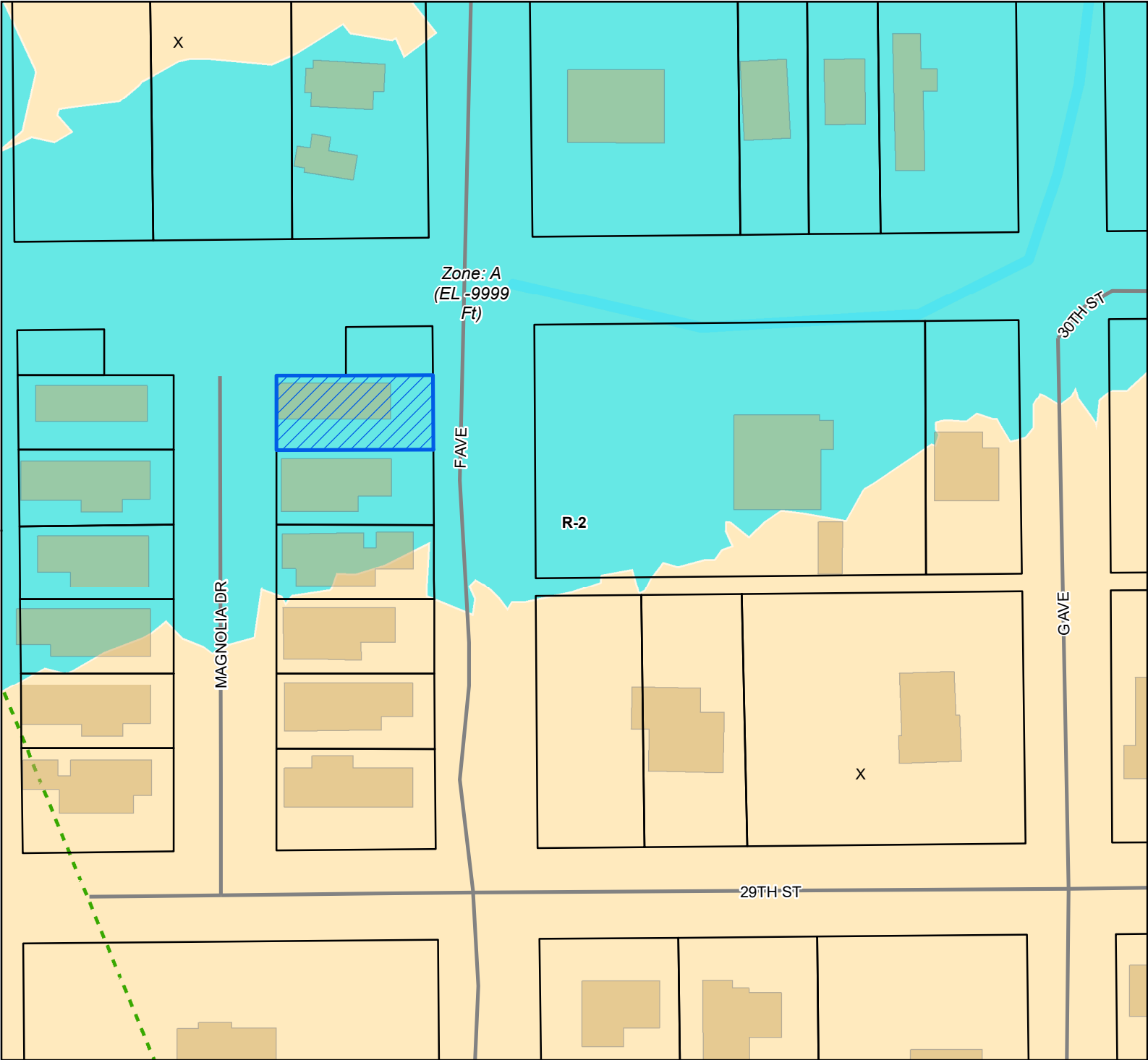
Its: Member

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, within my jurisdiction, the within named Gary J. Sinopoli, Jr. who acknowledged that he is Member of H & S Investments, LLC and that for and on behalf of said Limited Liability Company and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

MY COMMISSION EXPIRES:





Site

Street

Parcels

Buildings

Water Features

Zoning

R-2 - Single Family

Residence District (Medium Density)

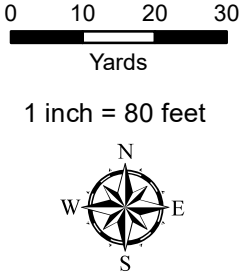
Site Information

0910N-03-007.007

Zoning: R-2 (Single-family)

Size: 3,868 Square feet

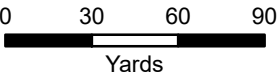
Flood: AE



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



1 inch = 200 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			C2C REAL ESTATE (OWNER)	1092 ACADIAN DR 4	GULFPORT	MS	39507
Y			BRANDIE WRIGHT (AGENT)	2980 MAGNOLIA DRIVE	GULFPORT	MS	39507
Adjacent Property Owners							
	137109	0910N-03-007.009	AMERICAN PENSION SERVICES INC ADMIN	4168 W 12600 S STE 300	RIVERTON	UT	84096
	26004	0910N-02-048.000	BOYER WILLIAM & MARIE	2204 31ST ST	GULFPORT	MS	39507
	26034	0910N-03-018.000	FALLOW RICK L & ROSEANN	2255 SWITZER RD APT H101	GULFPORT	MS	39507
N	26033	0910N-03-017.000	FALLOW RICK L & ROSEANN	2255 SWITZER RD APT H101	GULFPORT	MS	39507
	137102	0910N-03-007.002	GABRIEL DUANE J -TRUSTEE-	8101 W VAN DORN STREET	LINCOLN	NE	68532
	137110	0910N-03-007.010	GEORGE DAVID K	7100 TWIN OAKS COURT	MANSFIELD	TX	76063
N	26036	0910N-03-007.000	GULFPORT CITY OF				0
N	137113	0910N-03-007.013	GULFPORT CITY OF				0
	137111	0910N-03-007.011	GUTIERREZ TOM & HALELA NGUYEN	9438 CARRIAGEWOOD DR	GULFPORT	MS	39503
	26005	0910N-02-049.000	HARDIN CLAUDE J JR & DOROTHY	325 TURNPIKE DR	PONTOTOC	MS	38863
	137107	0910N-03-007.007	HODGES STEPHEN JAMES & JOYCE MARIE	266 B BRUNSWICK AVE WEST	SUPPLY	NC	28462
	137104	0910N-03-007.004	HOLLARS JOE & SUELLEN KOTAKE	94-756 MEAHALE STREET	WAIPAHU	HI	96797
N	137106	0910N-03-007.006	HOLLARS JOE & SUELLEN KOTAKE	94-756 MEAHALE STREET	WAIPAHU	HI	96797
	26035	0910N-03-019.000	LADNER RODNEY & LYNDON	2302 MAGNOLIA PL	GULFPORT	MS	39501
	83877	0910N-02-051.000	MARC PROPERTIES LLC	744 CARTER DRIVE LOT 5	GULFPORT	MS	39507
	137108	0910N-03-007.008	RENAISSANCE GROUP LLC	14871 LOVELESS DR	GULFPORT	MS	39503
	119213	0910N-02-052.001	SJI LLC	9366 STONE RD	GULFPORT	MS	39503
	137103	0910N-03-007.003	SMITH KEVIN	68-37 108TH STREET APT 2F	FLUSHING	NY	11375
	26032	0910N-03-006.000	THOMPSON PAUL H & MARIE L	2920 F AVE	GULFPORT	MS	39507
	137105	0910N-03-007.005	WILSON DARNELL JOSEPH	2965 MAGNOLIA CT	GULFPORT	MS	39507
	26006	0910N-02-050.000	ZATLIN HELEN J	3001 F AVE	GULFPORT	MS	39507

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:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Weems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< 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: April 28, 2022

Re: Resubdivision 2204PC056:

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 1

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2204PC056

Hearing Date: April 28, 2022

Current Zoning/Use: R-2 / Single Family Home

Legal: Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 1

TECHNICAL DETAILS

The applicant requests to divide the property into 3 parcels for development. As presented all properties will exceed the district minimums.

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

The application exceeds the requirement for the minimums in regards to the city's subdivision regulations and current policy regarding lot divisions. The primary concern are errors in the certificate that require correction before presented to city council.

Any approval should consider these conditions:

1. The certificate needs corrections at the lot numbers as this is lots 63 and 65 not 63 through 65.
2. The certificate needs corrections for setbacks. Front 25, side and rear 8.
3. Corrections required before presented to city council.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 4/22/22.

10.4

Technical Report

Resubdivision

Public Works: No comments as of 4/22/22.

Traffic and Safety: No conditions. Memo dated 4/21/22.

Building Code Services: No conditions. Memo dated 4/21/22.

GIS: Conditions: Listed as Ward 2 on the Case Cover, Please change to Ward 1 as listed in application. Memo dated 4/21/22.

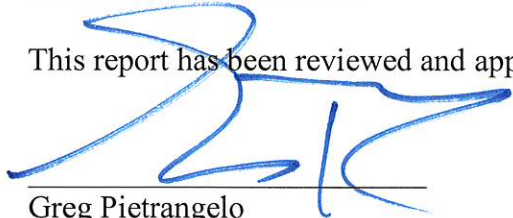
Police Department: No conditions. Memo dated 4/21/22.

Fire Department: No conditions. Memo dated 4/19/22.

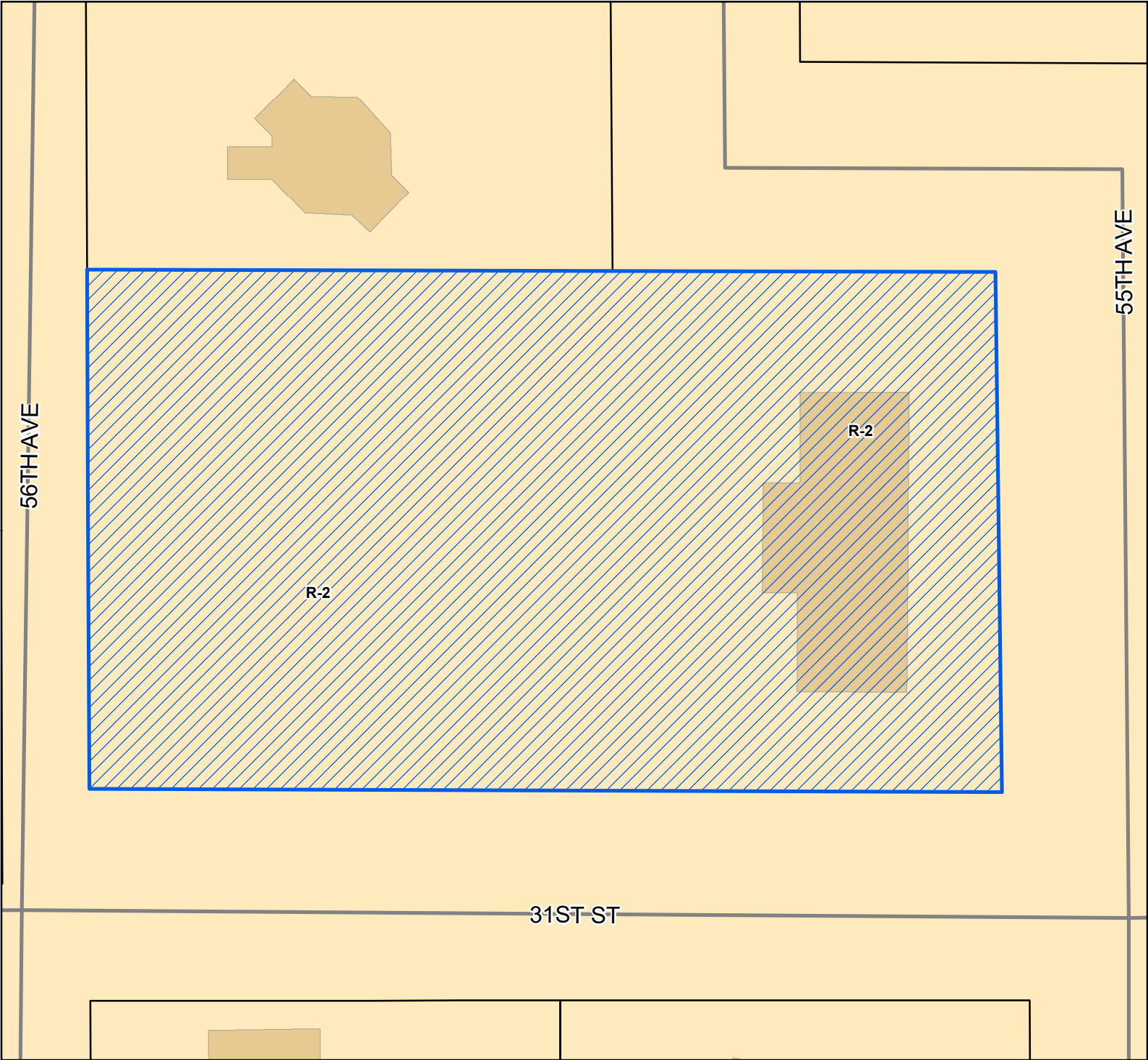
City Arborist: No conditions. Memo dated 4/19/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Legend

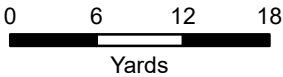
- Site
- Street
- Parcels
- Buildings

Zoning

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

Site Information

0710N-02-038.000
Zoning: R-2 (Single-family Residence District)
Size: 39,280 square feet
Flood: X



1 inch = 40 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: 2204PC0516Date Received: 3-3-22

Receipt Number: _____

Received By: D2Zoning: R-2Ward: 1 Flood: XSize: 39,280 ft.²

(If necessary, use separate sheet of paper)

TAX PARCEL #	0	7	1	0	N	-	0	2	-	0	3	8	•	0	0	0
						-			-				•			
						-			-				•			

Address of Property Involved: 3107 55th AvenueLot(s) 63 and 65, Block(s) Unit 1, Subdivision NEW Pine Hurst Unit 1General Location: North side of 28th St near Naval base Gate**GENERAL DESCRIPTION OF REQUEST:**

Subdivide property into
three parcels

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

Michael Magee
Printed Name of Owner

10435 Hutter Rd.
Mailing Address

Mailing Address

Gulfport MS 39503
City State Zip code

831-1243 323-1559
Home Phone Work/Cell Phone

magee725@yahoo.com
Email

Email

Michael Magee
Signature of Owner

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, Michael O. Morgan, being owner or agent of the property 0710N-02-038.000
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

Michael Morgan
Signature

March 3, 2022
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 3 day of MARCH, 20 22

[Signature]
Notary Public



11/22/2025
Commission Expiration

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0710N-02-038.000
LOTS 63-65, NEW PINEHURST, UNIT 1

3107 55TH AVENUE
LOTS 63 AND 65, NEW PINEHURST, UNIT 1
GULFPORT, MISSISSIPPI
PARCEL #0710N-02-038.000

OVERALL LEGAL DESCRIPTIONS OF LAND PRIOR TO RESUBDIVISION

LEGAL DESCRIPTION
(DR 2008-8625-D-J1)

Lots 63 and 65 of Unit 1, New Pinehurst 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 18 at Page 32, thereof, reference to which is hereby made in aid of and as a part of this description.

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 Rich Avenue, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0357-G, Revised: 6/16/09.

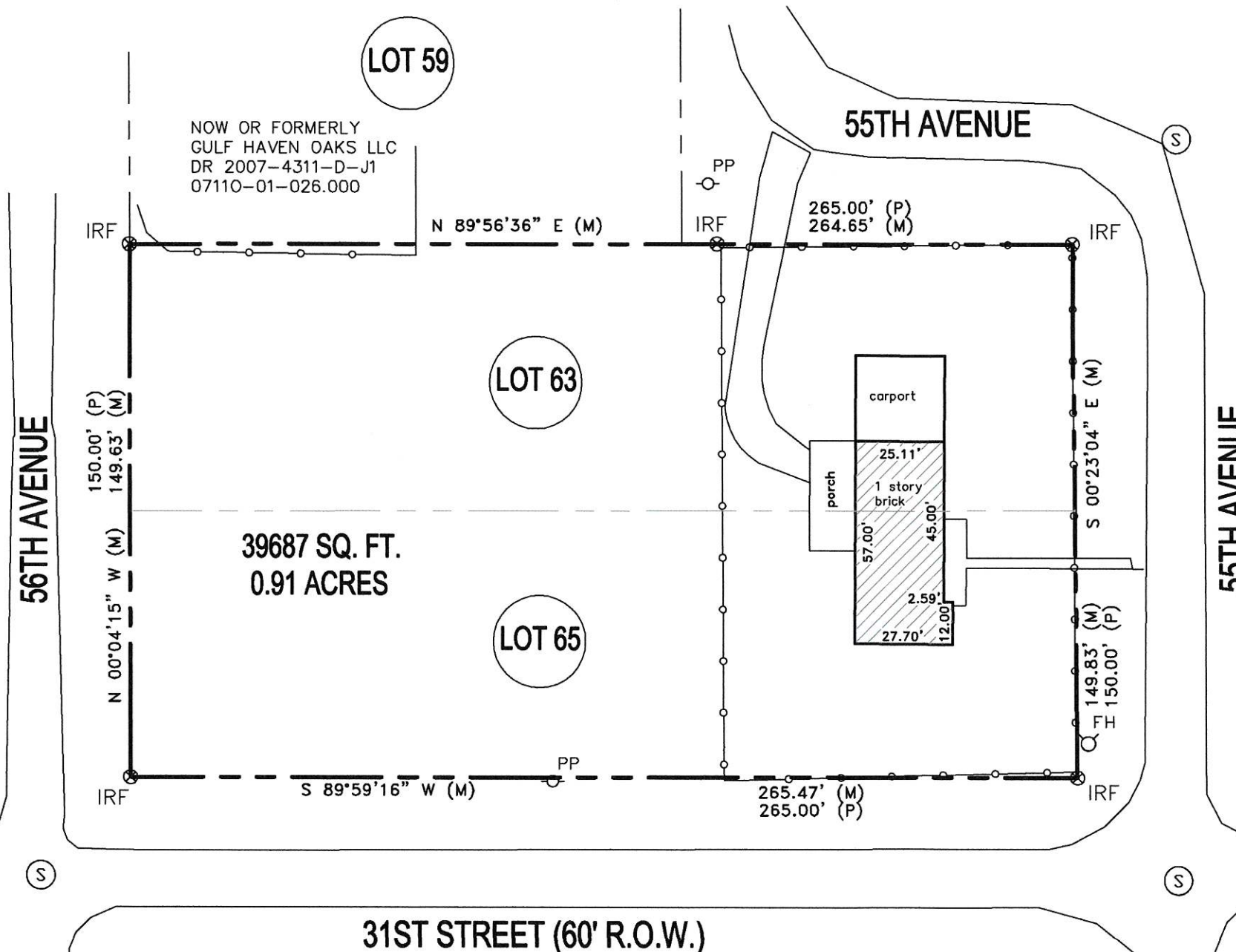
This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of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

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 21, 2022

SHEET 1 OF 3 10927

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com

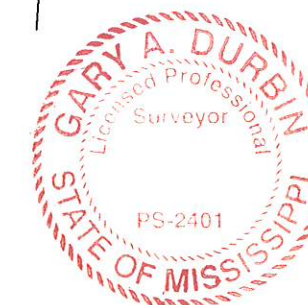
SCALE: 1"=40'



REFERENCE:
SURVEY BY JEFFREY
COLLINS, P.L.S.
DATED 4/12/17

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



**CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0710N-02-038.000
LOTS 63-65, NEW PINEHURST, UNIT 1**

SCALE: 1"=40'

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

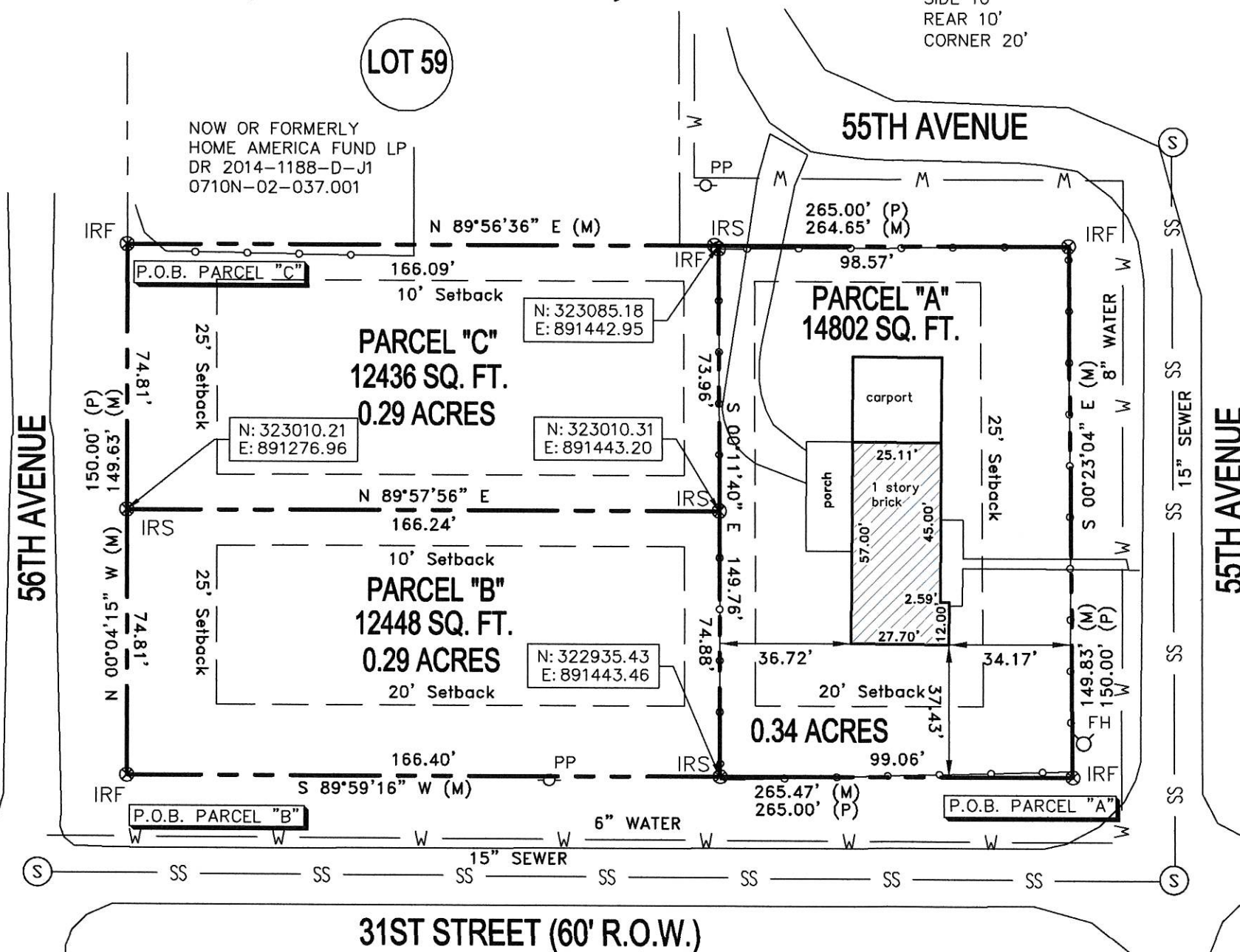
Bearings based on GPS Observation of the north margin of 31st Street, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0357-G, Revised: 6/16/09.

REFERENCE:
SURVEY BY JEFFREY
COLLINS, P.L.S.
DATED 4/12/17

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



BUILDING SETBACKS

ZONE R-2

FRONT 25'
SIDE 10'
REAR 10'
CORNER 20'

LEGAL DESCRIPTIONS CREATED BY RESUBDIVISION

LEGAL DESCRIPTION (PARCEL "A")
(PER SURVEY)

A part of Lots 63 and 65 of Unit 1, New Pinehurst 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 18 at Page 32, better described as follows, to-wit:

Beginning at an iron rod at the Southeast corner of Lot 65, New Pinehurst Subdivision, thence run N 00°23'04" W along the East line of Lots 63 and 65 to an iron rod at the Northeast corner of Lot 63, thence S 89°56'36" W 98.57 feet to an iron rod, thence S 00°11'40" E along a fence line 149.76 feet to an iron rod on the North margin of 31st Street, thence N 89°59'16" E 99.06 feet to the Point of Beginning. Said parcel contains 14802 square feet or 0.34 acres.

LEGAL DESCRIPTION (PARCEL "B")
(PER SURVEY)

A part of Lot 65 of Unit 1, New Pinehurst 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 18 at Page 32, better described as follows, to-wit:

Beginning at an iron rod at the Southwest corner of Lot 65, New Pinehurst Subdivision, thence run N 00°04'15" W along the West line of Lot 65 to an iron rod, thence N 89°57'56" E 166.24 feet to an iron rod, thence S 00°11'40" E along a fence line 74.88 feet to an iron rod on the North margin of 31st Street, thence S 89°59'16" W 166.40 feet to the Point of Beginning. Said parcel contains 12448 square feet or 0.29 acres.

LEGAL DESCRIPTION (PARCEL "C")
(PER SURVEY)

A part of Lot 63 of Unit 1, New Pinehurst 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 18 at Page 32, better described as follows, to-wit:

Beginning at an iron rod at the Northwest corner of Lot 63, New Pinehurst Subdivision, thence run S 00°04'15" E along the West line of Lot 63 74.81 feet to an iron rod, thence N 89°57'56" E 166.24 feet to an iron rod, thence N 00°11'40" W along a fence line 74.88 feet to an iron rod, thence S 89°56'36" W 166.09 feet to the Point of Beginning. Said parcel contains 12436 square feet or 0.29 acres.

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
February 21, 2022

SHEET 2 OF 3 10927

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com

STATE OF MISSISSIPPI

COUNTY OF HARRISON



1st Judicial District
Instrument 2008 8625 D -J1
Filed/Recorded 10 13 2008 3 49 P
Total Fees 13.00
2 Pages Recorded



WARRANTY DEED

SCANNED



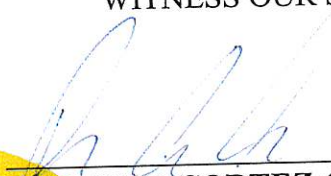
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, ROBERTO CORTEZ-COTA and wife, CARMEN CORTEZ, 5320 Southwest 198 Avenue, Aloha, OR 97007, 228-343-1826, do hereby sell, convey and warrant unto MICHAEL O. MAGEE, 10435 Hutter Road, Gulfport, MS 39503, 228-323-1559, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lots Sixty-Three (63) and Sixty-Five (65) of Unit One (1), NEW PINEHURST 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 18 at Page 32 thereof, reference to which is hereby made in aid of and as a part of this description.

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

TAXES for the current year are hereby assumed by the Grantee herein.

WITNESS OUR SIGNATURES, on this the 3rd day of October, 2008.


ROBERTO CORTEZ-COTA


CARMEN CORTEZ

STATE OF

Oregon

COUNTY OF

Washington

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, ROBERTO CORTEZ-COTA and wife, CARMEN CORTEZ, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3rd day of October, 2008.

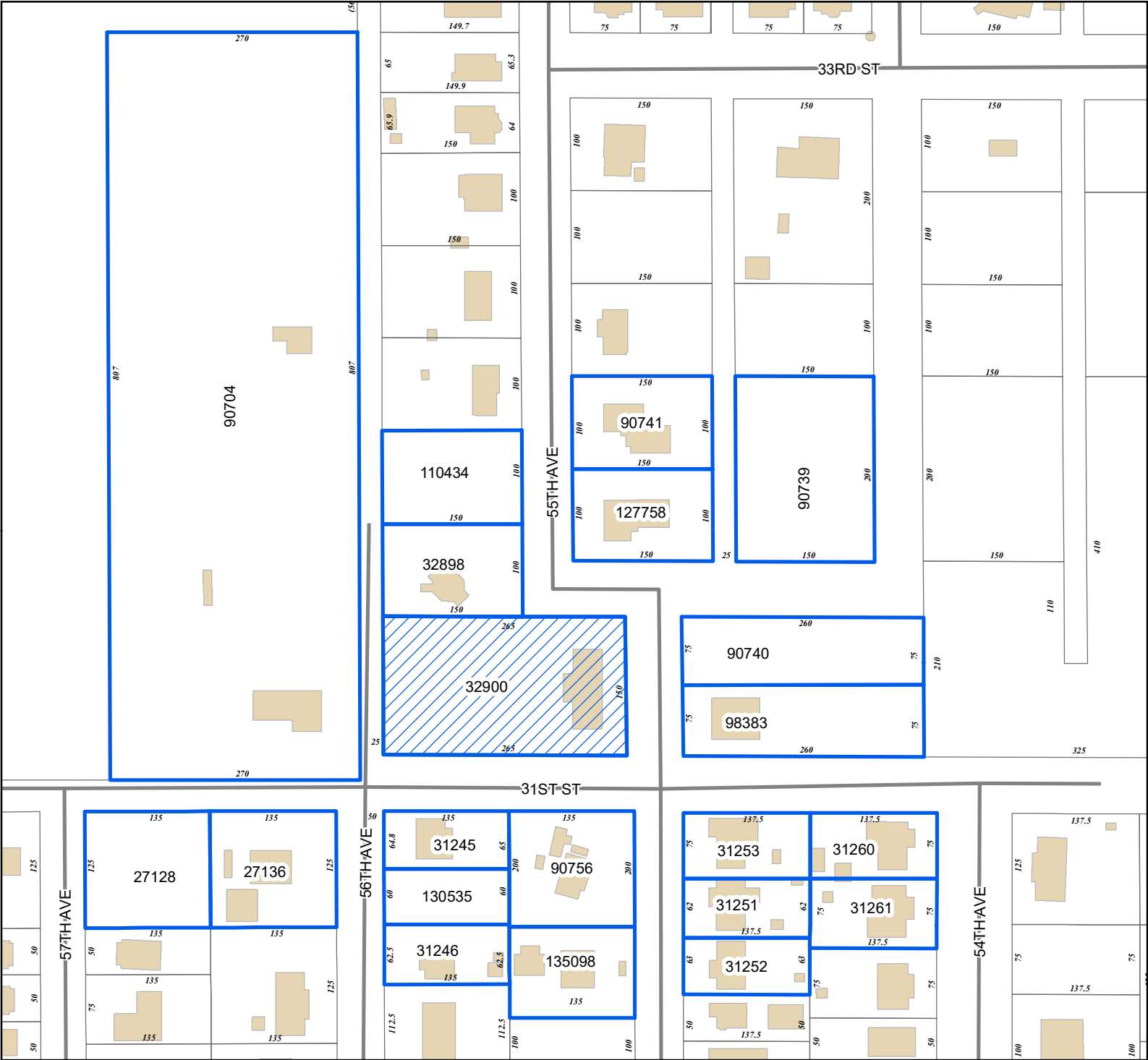
Marianne L Sheridan
NOTARY PUBLIC

My Commission Expires:

June 11, 2012

Prepared by:
Gulf Title Company, Inc.
P. O. Box 280
Gulfport, MS 39502
(228) 865-0011
File #080572





Legend

- Site
- Adjacent Properties
- Street
- Buildings

0 25 50 75
Yards

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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	32900	0710N-02-038.000	MAGEE MICHAEL O (Owner)	10435 HUTTER RD	GULFPORT	MS	39503
n			Adjacent Property Owners				
	32898	0710N-02-037.001	BLACKSTAR STABILITY DIST DEBT FUND	1250 CONNECTICUT AVE NW STE 700	WASHINGTON	DC	20036
	31261	0710N-03-021.000	BOB'S CONTRACTING SERVICES INC DBA	82 DAVIS RD	BROOKLYN	MS	39425
	98383	0710N-02-024.001	BROWN DANIEL A & SHAKETHA LAQUESHA	3102 55TH AVE	GULFPORT	MS	39501
	27128	0710M-01-045.000	FEIL JOSEPH L	21652 TUCKER RD	LONG BEACH	MS	39560
	127758	0710N-02-025.001	GOLSON MALCOLM	124 CHISUM TRL	LA VERNIA	TX	78121
n	90741	0710N-02-025.000	GOLSON MALCOLM	124 CHISUM TRL	LA VERNIA	TX	78121
	130535	0710N-03-059.001	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
	31245	0710N-03-059.000	HUNT THOMAS C	3062 56TH AVE	GULFPORT	MS	39501
	31252	0710N-03-036.000	JACOBS JAMES -EST-	3008 55TH AVE	GULFPORT	MS	39501
	110434	0710N-02-036.001	LACKEY JOSEPH E	157 GARDEN PARK	SALTILLO	MS	38866
	135098	0710N-03-039.001	LANGSTON ROY E III -ESTATE-	3017 55TH AVE	GULFPORT	MS	39501
n	90756	0710N-03-039.000	LANGSTON ROY E III -ESTATE-	3017 55TH AVE	GULFPORT	MS	39501
	31246	0710N-03-058.000	LANGSTON ROY III-EST- & DEBRA	3033 55TH AVE	GULFPORT	MS	39501
	27136	0710M-01-046.000	MOELLER GEORGE W	5603 31ST ST	GULFPORT	MS	39507
	90740	0710N-02-024.000	MOREIRA RENATO	2972 HAWK CT SE	MARIETTA	GA	30067
	31251	0710N-03-037.000	NORRELL SHELA	3010 55TH AVE	GULFPORT	MS	39501
	31253	0710N-03-038.000	NUEVO HORIZONTE LLC	7425 OLD MILL RD	NORFOLK	VA	23518
	31260	0710N-03-020.000	POWELL TIMOTHY	3603 LAVENDER ST	GULFPORT	MS	39501
	90704	0710M-01-001.000	ST AMANT JEANNE COLLEEN	5600 31ST ST	GULFPORT	MS	39501
	90739	0710N-02-023.000	WILLIAMS MICHAEL O -TRUSTEE-	424 COURTHOUSE RD	GULFPORT	MS	39507

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:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< 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: April 28, 2022

Re: General Plan 2204PC058:

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc., tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Technical Report
General Plan
(Florence Gardens Phase 11)

GENERAL INFORMATION

Case File Number: 2204PC058

Hearing Date: April 28, 2022

Current Zoning/Use: T4+ / Vacant Property

Legal: General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 37-lot 118.43-acre residential subdivision, named Florence Gardens Phase 11, tax parcel 0908C-01-001.000. This new subdivision is a continuation of Florence Gardens residential development, zoned T4+ (General Urban Zone "Plus").

Originally, this area was zoned R-1-15 (Single-family) and was rezoned through a zoning map amendment to T4+ (General Urban Zone "Plus"). Regulations state that the minimum property size for new single-family home in this zoning district is 2,420 square feet in which the applicant exceeds the required square footage requirement. In addition, this includes a lot width minimum of 18 feet wide or a maximum of 96 feet wide. Building site coverage for this zoning are a maximum of 70 percent. Building setbacks requirement for a T4+ are as follows; front yard setback has no minimum however, has a maximum of 18-feet. Side setback has a 6-foot maximum and a rear yard of 3-feet. However, the applicant has not provided street names, right-of-way width, stop signs, and building setbacks on site plan. In addition, the City of Gulfport Engineering Department states, "open ditches are not allowable."

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

Any approval should consider these conditions:

1. All construction shall comply with all City Building Codes and Ordinances.
2. Street names, right-of-way width, stop signs, and building setbacks on all documentation for new development is required before case can go to City Council.
3. Open ditches are not allowed. Also, provide drainage calculations at time of permitting.
4. Needs a tree survey and tree replacement plan. The tree survey only needs to show protected trees

D.H.

Technical Report
General Plan
(Florence Gardens Phase 11)

EXECUTIVE SUMMARY

The applicant did not provide street names, stop signs, nor building setbacks on site plan. Applicant must meet all requirements at the time of permitting.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	Conditions. Memo dated 4/22/22. 1. Open ditches not allowed. 2. Provide drainage calculations at time of permitting.
<u>Public Works:</u>	See engineering notes. Memo dated 4/22/22.
<u>Traffic and Safety:</u>	No conditions. Memo dated 4/21/22.
<u>Building Code Services:</u>	No conditions. Memo dated 4/21/22.
<u>GIS:</u>	Please provide street name on all documentation for new development. Memo date 4/13/22.
<u>Police Department:</u>	No conditions. Memo dated 4/21/22.
<u>Fire Department:</u>	No conditions. Memo dated 4/26/22.
<u>City Arborist:</u>	Conditions. Needs a tree survey and tree replacement plan. The tree survey only needs to show protected trees. Memo dated 4/19/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

h.n



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

For Staff Use Only

Case File #: 2204PC 058Date Received: 3/1/22

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
					-			-				•			
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: South and West of Preservation Drive, East of Alphabet Road, North of Hawk Place

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 37 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 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.

February 10, 2022

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

**RE: Authority to Act as Agent
Florence Gardens
Tax Parcel No: 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 and West of Preservation Drive, East of Alphabet Road, North of Hawk Place.

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



February 10, 2022

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

**RE: Covenants
Florence Gardens
Tax Parcel No : 908C-01-001.000
Gulfport, Mississippi**

To Whom It May Concern:

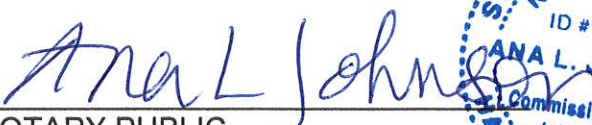
This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South and West of Preservation Drive, East of Alphabet Road, North of Hawk Place.

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 No: 908C-01-001.000.**

R. Goldin

FLORENCE GARDENS, LLC

DATE: 2-22-22

VICE PRESIDENT

TITLE

SWORN TO AND SUBSCRIBED TO ME before this 22 day of Feb, 2022.

Ana L. Johnson
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



John
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

34054-09

~~3262-14~~

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

EXHIBIT A

Page 1

PARCEL 1

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, 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°24'00"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 1327.38' TO A LIGHTARD KNOT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, S89°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.

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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 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 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°26'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.26 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'05" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46, Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 269.51 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

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

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

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

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

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 or 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 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.



**BROWN, MITCHELL
& ALEXANDER, INC.**

CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

131 Rue Magnolia
Biloxi, MS 39530
228-436-7612

3221 Market Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

February 28, 2022

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

**RE: Application for General Subdivision Plan
Florence Gardens, LLC
Gulfport, Mississippi**

Dear Mr. Holmes:

Enclosed is a complete Application for General Subdivision Plan for Tax Parcel No: 908C-01-001.000. Please find attached the following:

- Application for General Subdivision Plan,
- Seven (7) printed and two (2) electronic copies of the General Subdivision Plan
- Proof of ownership (Warranty Deed),
- Notarized authority to act as agent for owner,
- No restrictive covenants letter
- Declaration of development covenants
- Check for application fee

Brown, Mitchell & Alexander, Inc. (BMA) hereby requests, on behalf of our client, Florence Gardens, LLC to subdivide Tax Parcel No: 908C-01-001.000 into 37 new lots for the purpose of sale for home development.

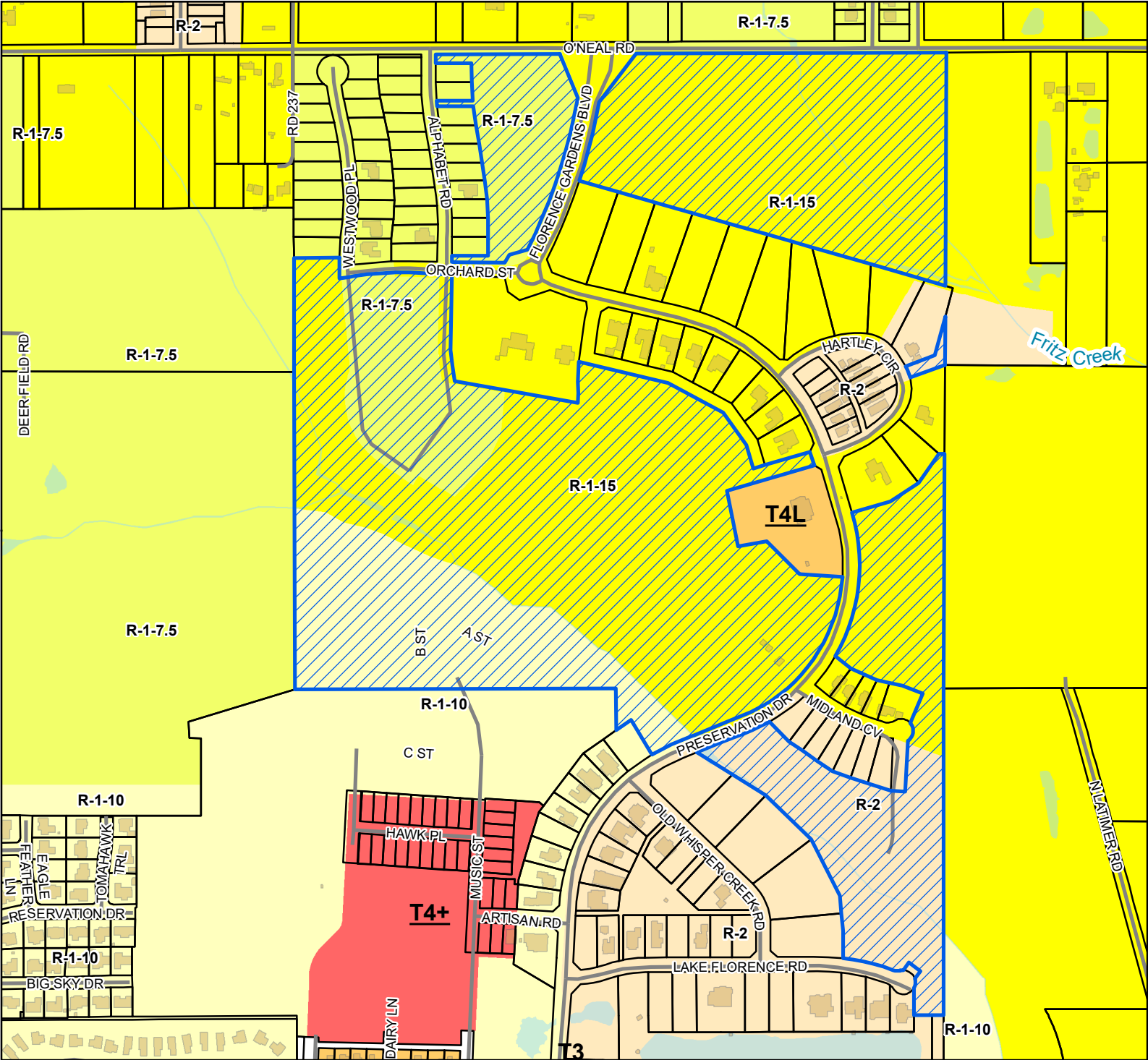
BMA will represent the applicant / owner in all matters involving this request for subdivision in the above mentioned parcel. Owner: Florence Gardens, LLC, 12321 Preservation Drive, Gulfport, MS 39503.

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



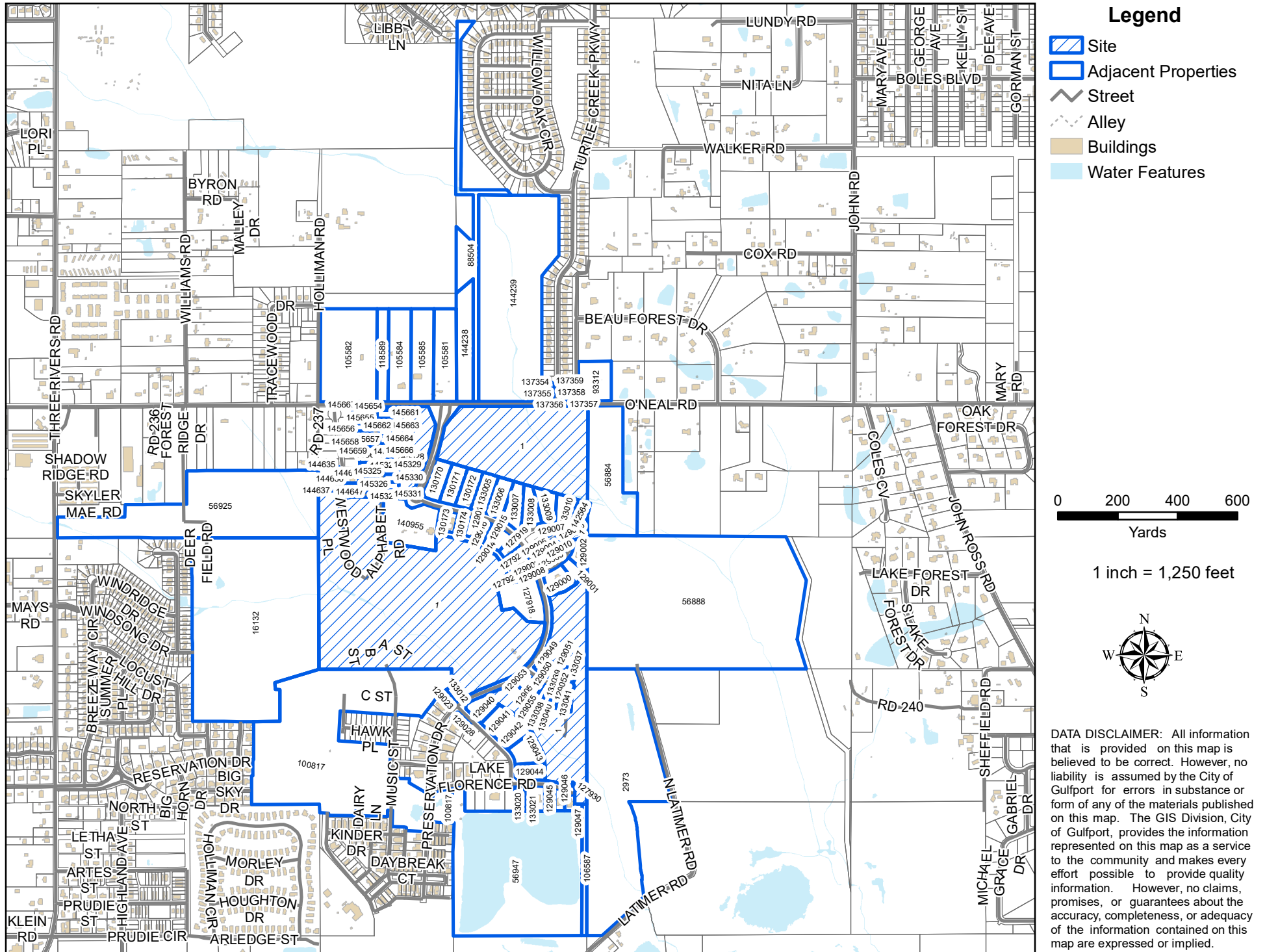
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
		0908C-01-001.000	FLORENCE GARDENS LLC (OWNER)	12321 PRESERVATION DR	GULFPORT	MS	39503
			BROWN, MITCHELL 7 ALEXANDER, INC				
		0908C-01-001.000	(AGENT)	131 RUE MAGNOLIA	BILOXI	MS	39530
N			Adjacent Property Owners				
	129006	0908C-01-001.011	BAKER DONALD G & MARY A -TRUSTEES-	13059 HARTLEY CIR	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	12517 WESTWOOD PLACE	GULFPORT	MS	39503
	129045	0908F-01-032.000	BENTZ JULIE	13095 LAKE FLORENCE DR	GULFPORT	MS	39503
	129050	0908C-01-001.024	BORMANN LEAANN	13058 MIDLAND COVE	GULFPORT	MS	39503
	145664	0908C-01-001.077	BOST GARY B & DONNA M	12554 ALPHABET RD	GULFPORT	MS	39503
	145665	0908C-01-001.078	BOWEN JOSEPH A & SHERRY A	12546 ALPHABET RD	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
	129003	0908C-01-001.008	CHAPUIS WILLIAM LYNN & BRENDA S	P O BOX 3121	GULFPORT	MS	39505
	129051	0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA	2003 BOTTS DR	ARLINGTON	TX	76012
	145327	0908C-01-001.062	COOLEY MICHAEL T & WEEKS AMBER M	12505 ALPHABET RD	GULFPORT	MS	39503
	145659	0908C-01-001.072	COYLE ALAN & MARYLEE	12545 ALPHABET RD	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
	129016	0908C-01-001.021	DENNIS PADRICK D & MARY M	12473 PRESERVATION DR	GULFPORT	MS	39503
	129000	0908C-01-001.005	DOUGLAS DAVID EUGENE & GRACE ELAINE	13024 HARTLEY CIR	GULFPORT	MS	39503
	144637	0908C-01-001.048	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145326	0908C-01-001.061	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145661	0908C-01-001.074	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145654	0908C-01-001.067	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145656	0908C-01-001.069	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145666	0908C-01-001.079	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145662	0908C-01-001.075	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	129004	0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	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
N	56925	0908D-01-015.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
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	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	129013	0908C-01-001.018	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129012	0908C-01-001.017	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
	127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133041	0908F-01-040.004	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	129043	0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
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	16132	0908E-01-001.000	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	100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	144638	0908C-01-001.049	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	145667	0908C-01-001.080	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145657	0908C-01-001.070	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	106587	0908F-01-001.001	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39505
	2973	0908G-01-003.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503
	145324	0908C-01-001.059	FORTSON STEVEN WILLIAM & CATHY LYNN	12529 ALPHABET RD	GULFPORT	MS	39503
	129008	0908C-01-001.013	FOX DUNCAN	12396 PRESERVATION DRIVE	GULFPORT	MS	39503
	129011	0908C-01-001.016	FOX JOHN RUSSELL & ANNE BAXTER	12448 PRESERVATION DR	GULFPORT	MS	39503
	129009	0908C-01-001.014	GADDY BRYAN & HANNAH	12440 PRESERVATION DRIVE	GULFPORT	MS	39503
	145331	0908C-01-001.066	GAGNE CONSTANCE	12506 ALPHABET RD	GULFPORT	MS	39503
	129014	0908C-01-001.019	GIBSON JASON & ERIN L	12469 PERSEVTION DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	129015	0908C-01-001.020	GIBSON JASON THOMAS & ERIN LYNN	12469 PRESERVATION DR	GULFPORT	MS	39503
	129028	0908F-01-015.000	GOFF JOHN R & CYNTHIA L	12224 PRESERVATION DR	GULFPORT	MS	39503
	137359	0907N-01-001.062	GOLD COMPANIES LLC	196 BIENVILLE BLVD	BOURG	LA	70343
	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
	127921	0908C-01-001.004	GUIROLA LOUIS JR & STEPHANIE	12453 PRESERVATION DR	GULFPORT	MS	39503
	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
	129039	0908F-01-026.000	HATTEN W EDWARD JR & KAREN D	980 COURTHOUSE RD APT 1401	GULFPORT	MS	39507
	145658	0908C-01-001.071	HEAD TRACY G	12553 ALPHABET ROAD	GULFPORT	MS	39503
	129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
	144636	0908C-01-001.047	LANDON HOMES LLC	9113 OLD CCC CAMP ROAD	OCEAN SPRINGS	MS	39564
	145328	0908C-01-001.063	LEIGH STANLEY & WYNELL	12530 ALPHABET RD	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
	127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
	137354	0907N-01-001.057	MCQUEEN GOLDENA MARTHENA -ESTATE-	13015 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129041	0908F-01-028.000	MCVAY LARRY C II & EDIRNE A	12190 OLD WHISPER CREEK 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
	129029	0908F-01-016.000	NORRIS JACK R & STEPHANIE D	12216 PRESERVATION DR	GULFPORT	MS	39503
	127919	0908C-01-001.002	OTERO MICHAEL & STACEY L	12461 PRESERVATION DR	GULFPORT	MS	39503
	145663	0908C-01-001.076	PETERSON TODD MICHAEL & JANA MARIE	12562 ALPHABET RD	GULFPORT	MS	39503
	137358	0907N-01-001.061	PHAN JENNIFER HUYEN & HO GIAU THI N	13008 TURTLE CREEK PKWY	GULFPORT	MS	39503
	145655	0908C-01-001.068	POOLE LARRY SR & CRYSTAL A	12577 ALPHABET ROAD	GULFPORT	MS	39503
	93312	0907O-01-023.023	RANKIN OTIS G & DEBRA S	12530 O'NEAL RD	GULFPORT	MS	39503
	129017	0908C-01-001.022	SERNA MARVIN JR	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
	145329	0908C-01-001.064	SISSON FALON R & ADAM P	12522 ALPHABET RD	GULFPORT	MS	39503
	129005	0908C-01-001.010	SMITH RONNIE J & JESSICA ANNE	13055 HARTLEY CIRCLE	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
	137355	0907N-01-001.058	TATE COREY RENEE JR	13009 TURTLE CREEK PKWY	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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	88504	0907N-01-001.000	TURTLE CREEK SUBDIVISION LLC	P O BOX 4579 DEPT 79	HOUSTON	TX	77210
	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
	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
	145330	0908C-01-001.065	WINTER DAVID S & ANNE H	12514 ALPHABET RD	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

General Subdivision Plan



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:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< 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: April 28, 2022

Re: Final Plat 2204PC059:

Final Plat 2204PC059, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase 7), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Technical Report
Final Plat
(Florence Gardens Phase VII)

GENERAL INFORMATION

Case File Number: 2204PC059

Hearing Date: April 28, 2022

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

Legal: Final Plat 2204PC059, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a Final Plat (based on General Plan 2102PC028) to create a new 17-lot residential subdivision, named Florence Gardens Phase VII. 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. Street access created for this is connected to an existing roadways and provides an ingress and egress to the current traffic network.

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

EXECUTIVE SUMMARY

This project has met all of the city requirements and stayed consistent with the General Plan.

Any approval should consider these conditions:

1. Needs a tree survey and tree replacement plan. The tree survey only needs to show protected trees
2. Area south of lot 7 is an un-typed property. It is too small to fit zoning regulations for a lot. Provide detail.
3. 2 copies Mylar, 1 copy Linen must be submitted before case can be heard by City Council.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 4/22/22.

Public Works: No conditions. Memo dated 4/22/22.

12.12

Technical Report
Final Plat
(Florence Gardens Phase VII)

Traffic and Safety: No conditions. Memo dated 4/21/22.

Building Code Services: No comments as of 4/22/22.

GIS: No conditions. Memo dated 4/21/22.

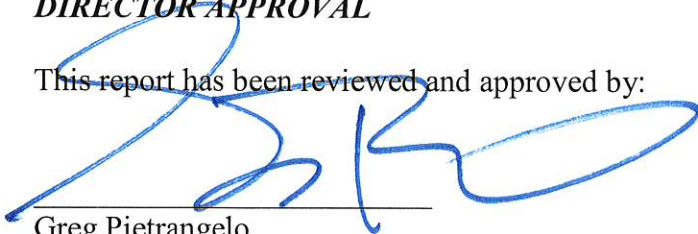
Police Department: No conditions. Memo dated 4/21/22.

Fire Department: No conditions. Memo dated 4/21/22.

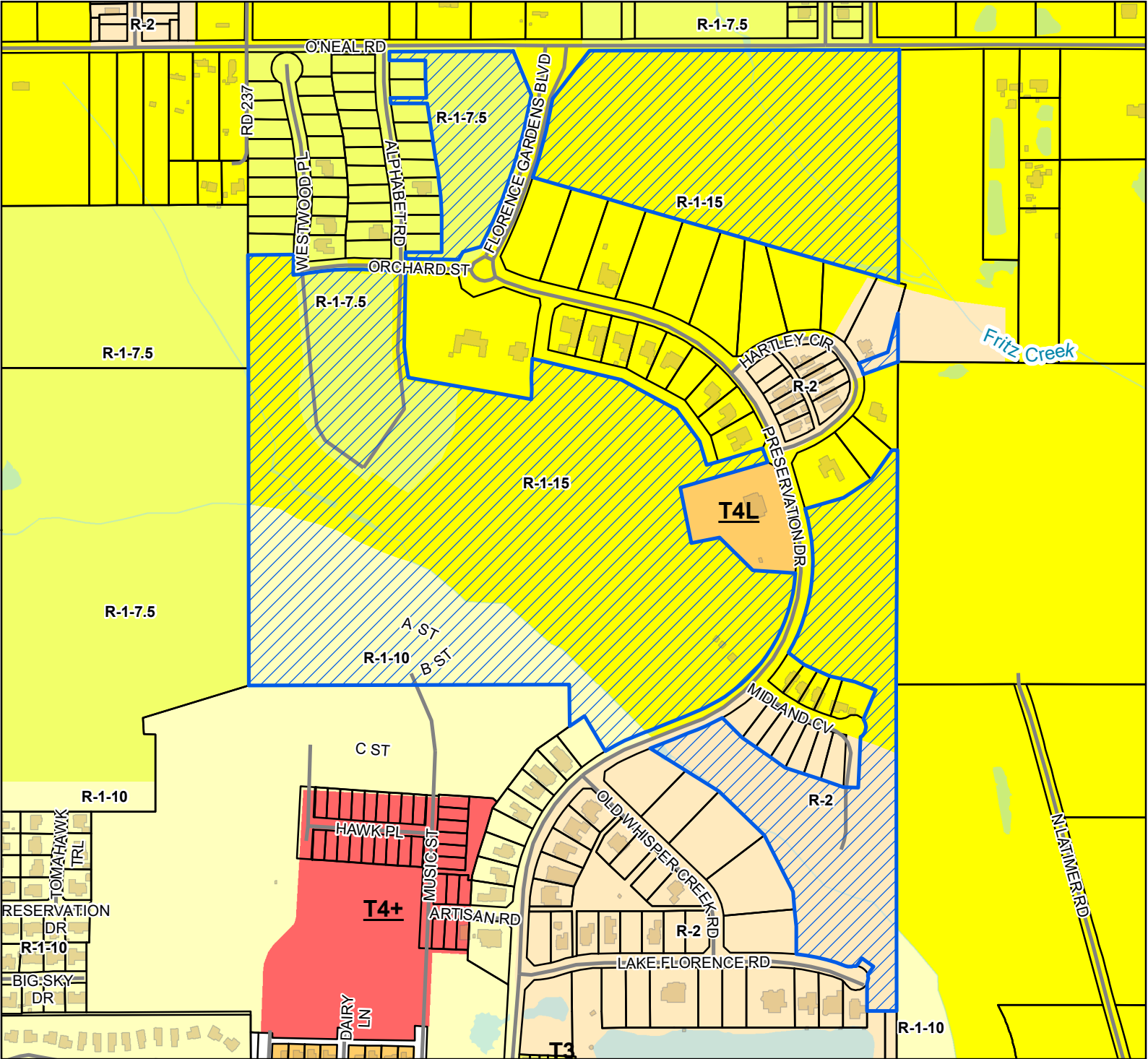
City Arborist: Conditions: Needs a tree survey and tree replacement plan. The tree survey only needs to show protected trees. Memo dated 4/19/2022.

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

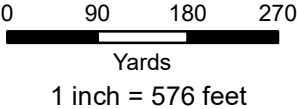
- T4+
- T4L
- T3

Zoning

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

Site Information

0908C-01-001.000
 Zoning: R-1-7.5 (Single-family)
 Size: 168 acres
 Flood: X



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 #: 2204PC059Date Received: 3/1/22

Receipt #: _____

Received By: CLZoning: R-1-7.5

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #

0	9	0	8	C	-	0	1	-	0	0	1	•	0	0	0
					-			-				•			
					-			-				•			

Address of Property Involved: _____

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

General Location: West of Florence Gardens Boulevard; South of Orchard Street

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 16 lots for the purpose of sale for home development, and 2 parks on separate parcels.

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.

February 21, 2022

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

**RE: Authority to Act as Agent
Florence Gardens, Phase 7 – 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 West of Florence Gardens Boulevard, South of Orchard Street, Gulfport, Mississippi (also being Tax Parcel No(s): 0908C-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



January 4, 2021

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

**RE: Covenants
Florence Gardens, Phase 7
(Tax Parcel No(s): 0908C-01-001.000)
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located West of Florence Gardens Boulevard; South of Orchard Street, Gulfport, Mississippi (also being Tax Parcel No: 0908C-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 #0908C-01-001.000.

R. Goldin
FLORENCE GARDENS, LLC

DATE: 2-22-22

VICE PRESIDENT
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 22 day of Feb, 2022.

Ana L. Johnson
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



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

WARRANTY DEED

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

SEE ATTACHED EXHIBIT "A"

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

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

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

SEAWAY DEVELOPMENT COMPANY, LLC

BY: *[Signature]*
Martin C. Goldin, Member

34054-09

~~3262-11~~

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.

4

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, 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 1348.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, N00°11'30"W 1327.36' TO A LIGHTARD KNOT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, S89°48'21"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°48'16"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
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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 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°26'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.28 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'05" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46; Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 269.31 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

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

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



FLORENCE GARDENS

Master Deed Restrictions

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

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

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a new neighborhood development to be known as Florence Gardens. If all phases are completed, Florence Gardens would eventually comprise approximately 355 acres (the "Master Plan Area"), including the property described on Exhibit A.

B. This development is intended to establish pedestrian-friendly neighborhoods through the design of a range of lot sizes, narrower streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix, in part, commercial and residential uses in a way which provides the essentials of life and enlivens the community.

C. Detailed guidelines, to be known as the Florence Gardens Design Standards, or simply the Design Standards, regulate setbacks, porches, outbuildings, building materials, construction and design and other matters essential for the creation of outdoor and civic spaces and an attractive neighborhood. Each Parcel owner, by constructing a building in accordance with the Florence Gardens Design Standards, helps form the outdoor spaces of this community, which will enhance the value of all property within Florence Gardens.

D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty Lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.

E. To ensure the proper application of the Florence Gardens Design Standards and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.

F. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period and until all of the Master Plan Area has been sold by Founder, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control will be continued throughout the lifetime of the community. The Development Period shall commence with the filing of the Master Deed

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

IMPOSITION OF DEED RESTRICTIONS:

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

ARTICLE I: | Definitions

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

1.2. Documents.

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

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

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

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

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

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

1.3 Parties.

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

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

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

1.4 Land Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 Design Review Definitions.

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

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

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

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

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

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

1.6 Association Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II: | Development
| Plan

2.1 Mixed Use.

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

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

2.2 Property Subject to Master Deed Restrictions.

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

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

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

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

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

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

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

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

ARTICLE III: | Design Standards

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

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

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

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

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

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

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

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

3.3 [Intentionally Deleted]

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

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

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

ARTICLE IV: | Review
Procedure

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

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

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

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

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

4.2 Construction Subject to Review.

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

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

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

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

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

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

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

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

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

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

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

4.3 Review Procedure.

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

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

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

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

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

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

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

4.4 Approval of Architects, Builders.

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

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

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

4.5 Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V: | Covenant to Complete
Building on Parcel

5.1 Restrictions on Building, Resale.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4 Subordination to Mortgage.

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

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

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

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

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

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

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

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

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

ARTICLE VI: | Founder's Additional
Reserved Rights

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.4 Name.

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

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

ARTICLE VII: | General Provisions

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

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

7.3 Amendment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature Page Follows)

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

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

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

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

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

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

EXHIBIT "A"

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

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

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

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



FLORENCE GARDENS

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

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

STATEMENT OF PURPOSE:

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

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

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

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

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

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

DECLARATION:

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

ARTICLE I: Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.24 [Intentionally Deleted]

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

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

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

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

ARTICLE II:

Property comprising the Neighborhood

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

2.2 Development Plan.

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

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

2.3 Additional Property.

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

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

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

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

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

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

2.4 [Intentionally Deleted]

2.5 Zones.

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

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

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

ARTICLE III:

Easements

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

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

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

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

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

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

3.2 Relationship between Lots.

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

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

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

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

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

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

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

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

ARTICLE IV:

Commons

4.1 Title.

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

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

4.2 Maintenance; Capital Improvements.

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

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

4.3 Owners' Easements of Access and Enjoyment.

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

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

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

4.4 Use of Commons.

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

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

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

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

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

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

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

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

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

ARTICLE V:

Neighborhood Planning and Administration of The Design Standards

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

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

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

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

ARTICLE VI:

Owners' Association

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12 Election of Board of Directors.

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

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

6.13 Classes of Votes.

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

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

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

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

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

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

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

6.16 Limitation of Liability and Indemnification.

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

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

ARTICLE VII:

Decision Making

7.1 Neighborhood Meeting.

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

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

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

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

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

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

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

7.3 Board Meetings.

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

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

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

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

ARTICLE VIII:

Association Budget

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

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

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

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

8.4 Preparation and Approval of Annual Budget.

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

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

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

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

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

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

8.7 Zone Expenses.

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

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

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

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

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

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

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

ARTICLE IX:

Allocation of Expenses

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

9.2 [Intentionally Deleted]

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

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

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

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

ARTICLE X:

Covenants for Maintenance Assessments

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

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

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

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

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

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

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

10.3 General Assessments.

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

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

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

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

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

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

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

10.7 Effect of Nonpayment of Assessment; Remedies

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

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

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

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

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

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

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

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

ARTICLE XI:

Use of Parcels

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

11.1 Permitted Uses.

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

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

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

11.2 Prohibited Uses.

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

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

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

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

11.3 Attractiveness and Safety of Parcels.

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

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

Association may change sign design requirements at any time.

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

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

(c) Parking and Vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.10 Rules and Regulations.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII: Insurance

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

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

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

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

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

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

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

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

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

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

12.5 Repair and Reconstruction after Fire or Other Casualty.

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

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

ARTICLE XIII:

Amendment, Redevelopment and Termination

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

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

13.1 Amendment.

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

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

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

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

13.2 Dedication.

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

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

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

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

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

13.3 Redevelopment.

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

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

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.

February 28, 2022

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

**RE: Application for Final Plat
Florence Gardens, Phase 7
Gulfport, Mississippi**

Dear Mr. Holmes:

Enclosed is a complete Application for Final Plat for Tax Parcel No(s). 0908C-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 for Application Fee

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

Sincerely,



Nicholas Gant, P.E.

Enclosures

FLORENCE GARDENS

PHASE 7

A SUBDIVISION LOCATED IN SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

BOUNDARY DESCRIPTION

A parcel of land lying in the Northwest Quarter of the Northeast Quarter and in the Southwest Quarter of the Northeast Quarter of Section 2, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Begin at a 1/2" rod found on the South margin of Orchard Street at the Southwest corner of the plot of The Westwood District, Florence Gardens Phase 4-Amended, per Plat Book 58, Page 10, said Point of Beginning having grid coordinates N.352442.10 and E.912645.10 based on the Mississippi State Plane Grid Coordinate System, East Zone, (2301), NAD '83, U.S. Survey feet, coordinates and courses herein are grid values based on said coordinate system using a scale factor of 0.999955874113 with a convergence angle of (-) 00°06'54.90475442" at the Point of Beginning;

thence North 84°40'38" East 43.00 feet, along the South margin of Orchard Street and the South line of said Plat, to a one half inch rod found; thence North 77°49'00" East 17.12 feet, along said South margin, to a one half inch rod found; thence North 84°45'43" East 103.49 feet, along said South margin, to a one half inch rod found at a Point of Curvature; thence 127.59 feet along the arc of a curve to the right, and said South margin, said curve having a radius of 970.00 feet, a central angle of 07°32'12", and a chord of 127.50 feet which bears North 88°31'49" East to a one half inch rod found; thence South 87°42'06" East

175.41 feet, along said South margin, to a one half inch rod set with cap; thence, leaving said South margin, South 01°20'52" West 283.21 feet to a one half inch rod set with cap at a Point of Curvature; thence 57.13 feet along the arc of a curve to the left, said curve having a radius of 320.00 feet, a central angle of 10°13'48", and a chord of 57.06 feet which bears South 03°46'02" East to a one half inch rod set with cap; thence South 08°53'08" East 185.75 feet to a one half inch rod set with cap at a Point of Curvature; thence 103.25 feet along the arc of a curve to the right, said curve having a radius of 130.00 feet, a central angle of 45°30'24", and a chord of 100.56 feet which bears South 13°52'06" West to a one half inch rod set with cap; thence South 36°37'18" West 262.52 feet to a one half inch rod set with cap; thence South 29°48'32" West 27.26 feet to a one half inch rod set with cap; thence North 55°38'03" West 170.77 feet to a one half inch rod set with cap at a Point of Curvature; thence 202.48 feet along the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of 50°26'25", and a chord of 196.00 feet which bears North 30°25'35" West to a one half inch rod set with cap; thence North 05°36'25" West 579.64 feet to the Point of Beginning.

The above described parcel containing 328,567 square feet, 7.543 acres, more or less, and being a portion of Harrison County Tax Parcel #0908C-01-001-000.

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 FLORENCE GARDENS, PHASE 7 and further dedicates the streets and easements as shown hereon to the City of Gulfport forever.

WITNESS my signature this the _____ day of _____, 2022.

FLORENCE GARDENS, LLC

By:

RYAN GOLDIN, Manager/Member

ACKNOWLEDGMENT

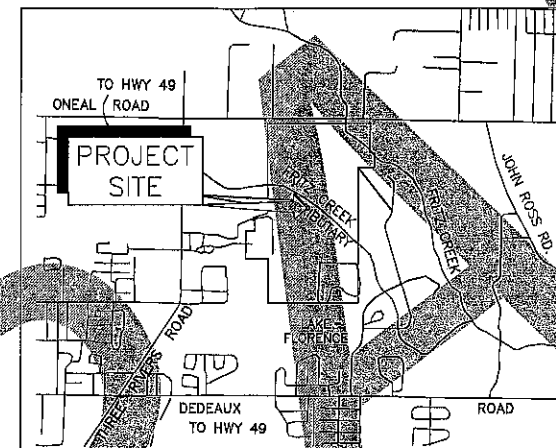
State of Mississippi
County of Harrison

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 _____, 2022.

My commission expires:

NOTARY PUBLIC



VICINITY MAP
(N.T.S.)

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

The Plat of FLORENCE GARDENS, PHASE 7 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 _____, 2022.

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 _____, 2022.

Billy Hewes
Mayor, City of Gulfport

F.B. "Rusty" Walker, IV
Council President, 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 _____, 2022.

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 _____, 2022.

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 _____, 2022.

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 7 and find the same to be an exact duplicate thereof.

CHANCERY CLERK

DEPUTY CLERK

JEFFREY C. COLLINS, P.S.

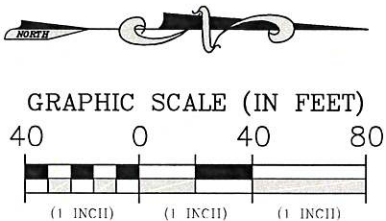
CITY ENGINEER'S APPROVAL

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 _____, 2022.

Wayne E. Miller, P.E.
Gulfport City Engineer

SHEET 1 OF 3



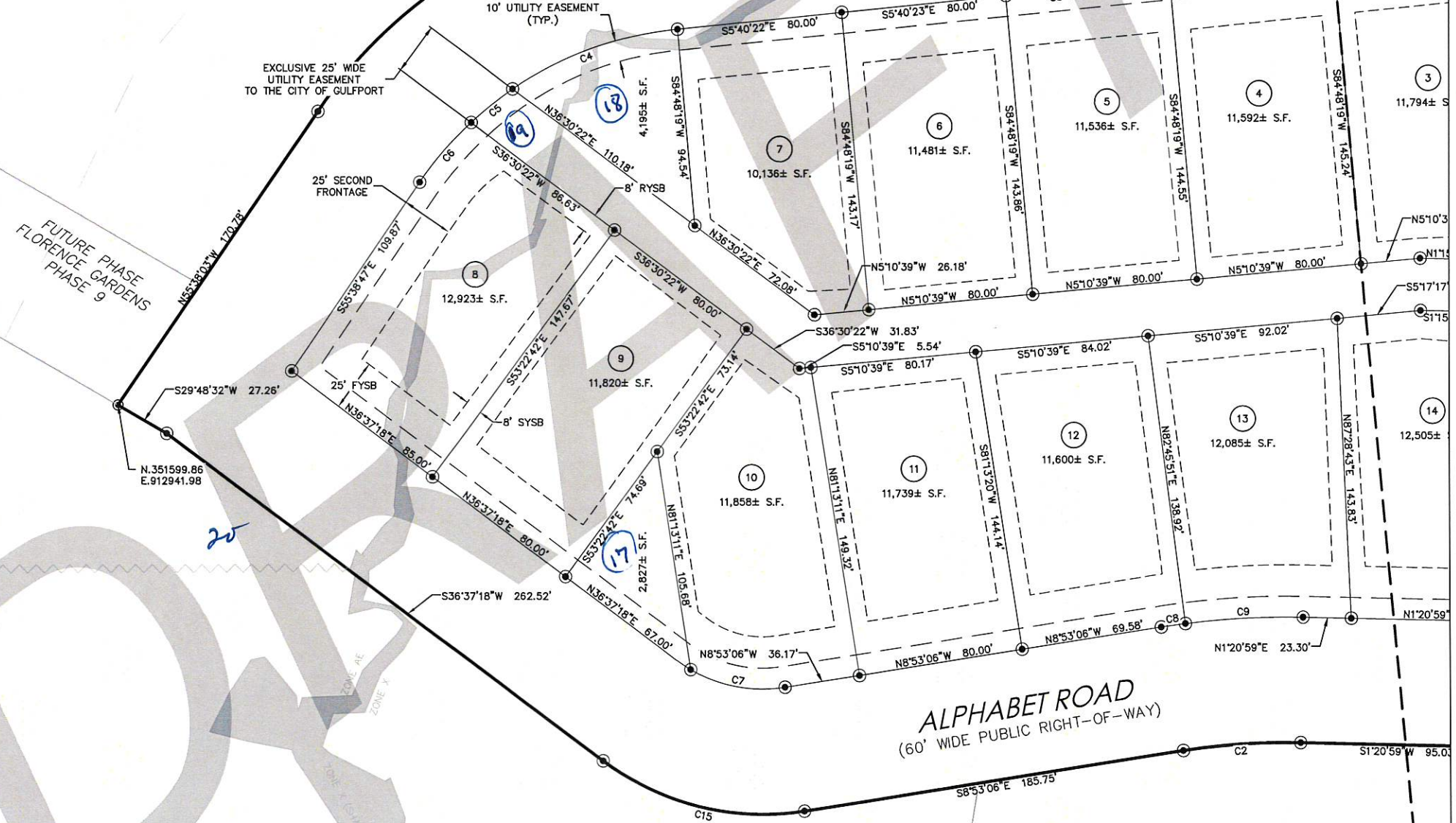
Bearings and distances are based on the Mississippi State Plane Grid Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.999955874113 Convergence Angle = -00°06'54.90475442" (at the Point Of Beginning)

MISSISSIPPI CLASS "B" SURVEY

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

CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C1	202.48'	50°26'25"	230.00'	N 30°25'35" W	196.00'
C2	57.14'	10°13'48"	320.00'	S 3°46'02" E	57.06'
C4	85.87'	28°56'28"	170.00'	S 19°40'36" E	84.96'
C5	25.90'	8°43'51"	170.00'	S 38°30'46" E	25.88'
C6	37.88'	12°46'06"	170.00'	S 49°15'44" E	37.81'
C7	47.33'	38°44'28"	70.00'	N 10°29'09" E	46.43'
C8	10.53'	1°25'54"	421.54'	N 8°03'19" W	10.53'
C9	57.32'	8°40'20"	378.70'	N 2°58'45" W	57.27'
C15	103.25'	45°30'24"	130.00'	S 13°52'06" W	100.56'



SURVEY NOTES:

Field work completed ?? 2022.

The total area contained within this plat is 7.543 Acres, more or less.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED), AND ZONE AE of the flood hazard boundary and flood insurance rate map Version Number: 2.3.3.3 Map Number: 28047C0260H Map Revised: December 21, 2017

BUILDING SETBACKS: Zone R1-10 (See Lots 1 & 8 for typical setbacks)

FYSB (FRONT YARD SET BACK) 25'
SYSB (SIDE YARD SET BACK) 8'
Second Frontage 25'
RYSB (REAR YARD SET BACK) 8'

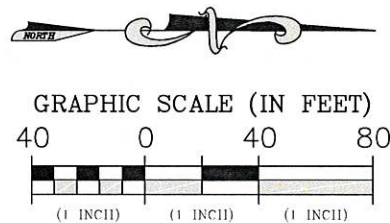
(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

FLORENCE GARDENS PHASE 7

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

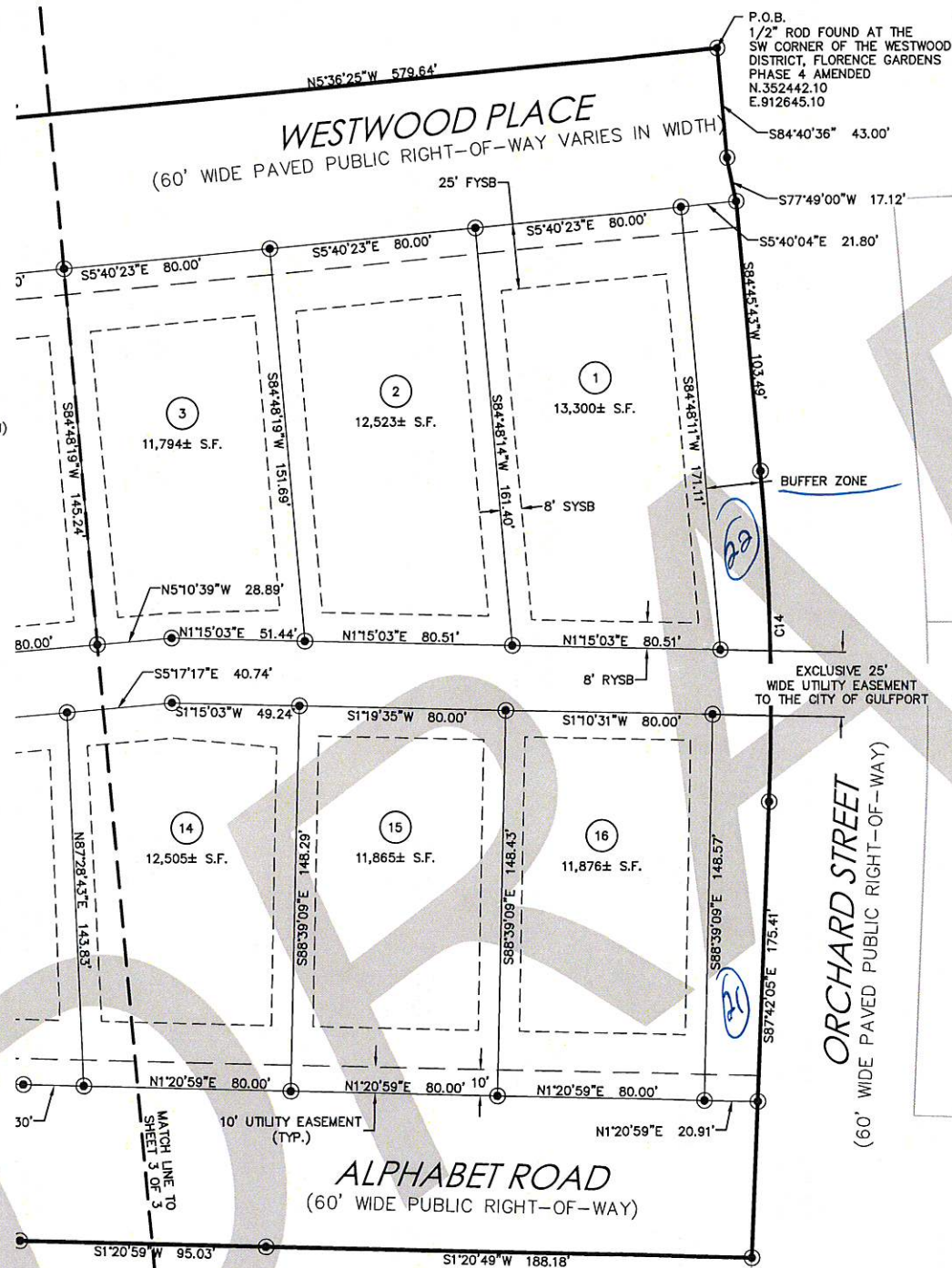


Bearings and distances are based on the Mississippi State Plane Grid Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc.
Scale Factor = 0.999955874113
Convergence Angle = -00°06'54.90475442" (at the Point Of Beginning)

MISSISSIPPI CLASS "B" SURVEY

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



CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C14	127.59'	7°32'12"	970.00'	S 88°31'49" W	127.50'

SURVEY NOTES:

Field work completed ?? 2022.

The total area contained within this plot is 7.543 Acres, more or less.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED), & ZONE AE of the flood hazard boundary and flood insurance rate map.
Version Number: 2.3.3.3
Map Number: 28047C0260H
Map Revised: December 21, 2017

BUILDING SETBACKS: Zone R1-10 (See Lots 1 & 8 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)

FLORENCE GARDENS, LLC
TAX PARCEL #0908C-01-001.000

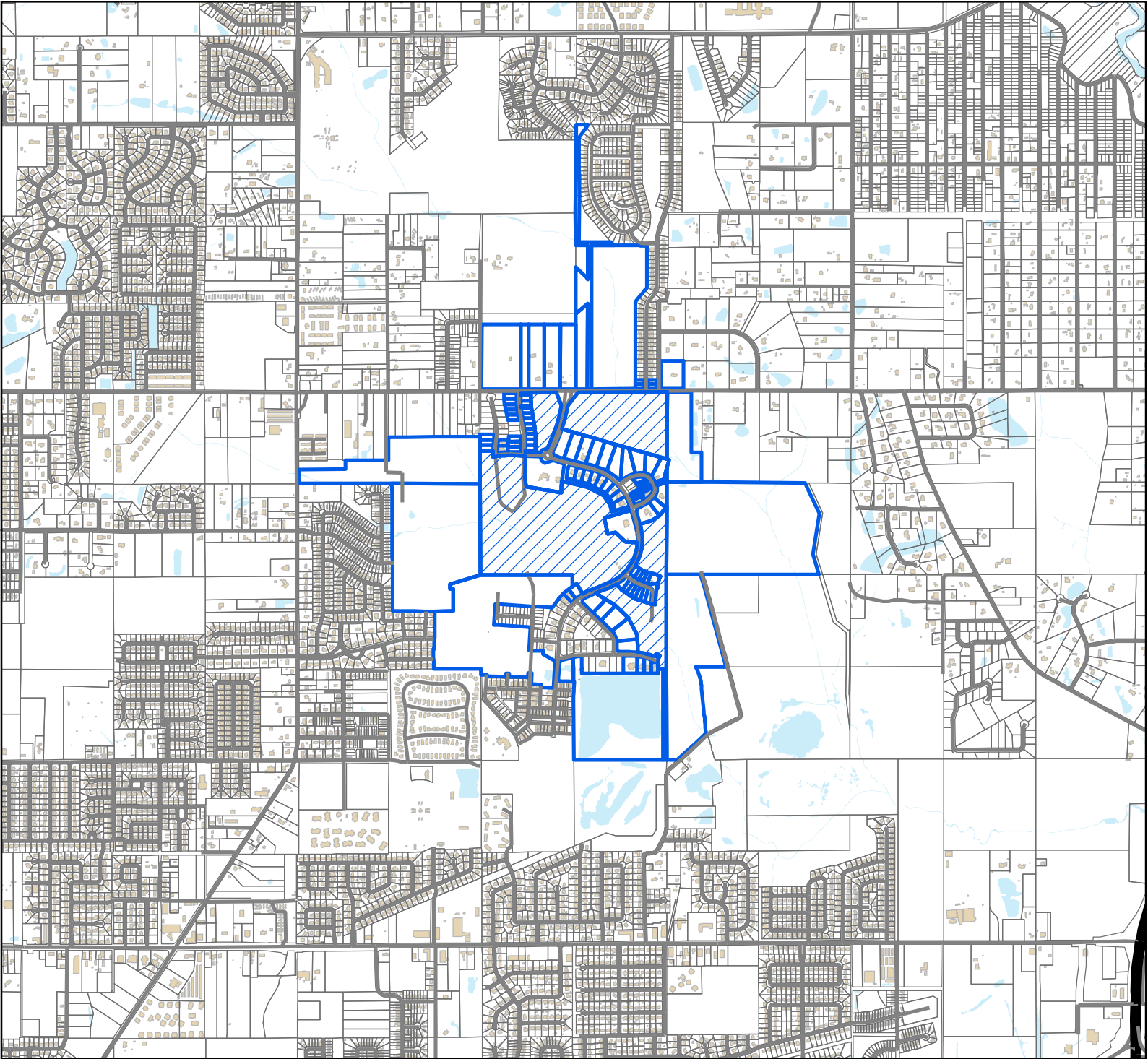
FLORENCE GARDENS PHASE 7

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax (228)864-7676

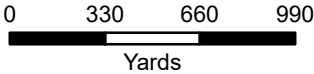
bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
Fax (228)436-7676

SHEET 3 OF 3



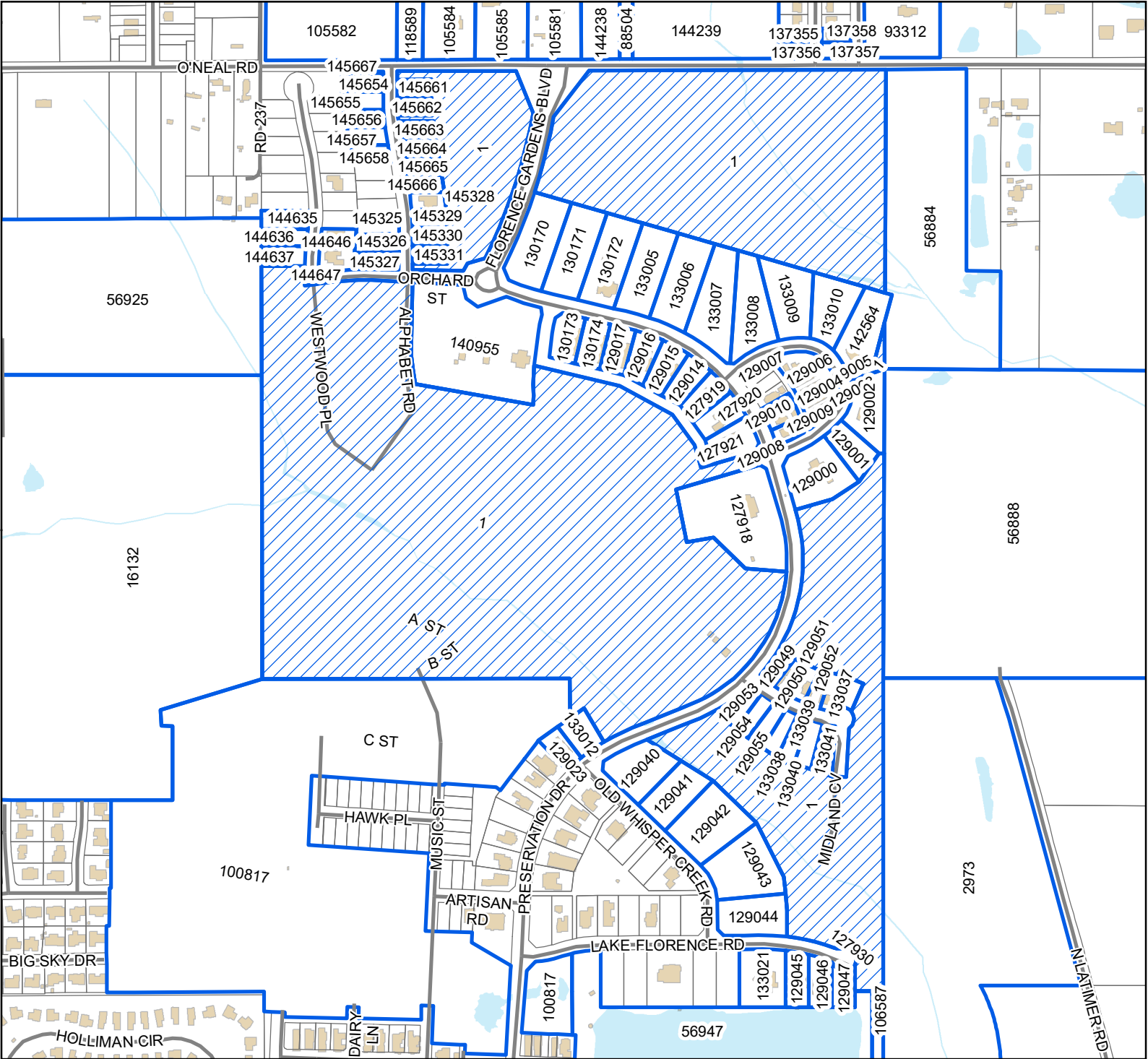
- Site
- Adjacent Properties
- US or State Highway
- Street
- Alley
- Buildings
- Water Features



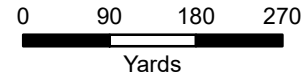
1 inch = 2,000 feet



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.



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



1 inch = 600 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			FLORENCE GARDENS LLC (OWNER)	12321 PRESERVATION DR	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
	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	12517 WESTWOOD PLACE	GULFPORT	MS	39503
	129045	0908F-01-032.000	BENTZ JULIE	13095 LAKE FLORENCE DR	GULFPORT	MS	39503
	129050	0908C-01-001.024	BORMANN LEAANN	13058 MIDLAND COVE	GULFPORT	MS	39503
	145664	0908C-01-001.077	BOST GARY B & DONNA M	12554 ALPHABET RD	GULFPORT	MS	39503
	145665	0908C-01-001.078	BOWEN JOSEPH A & SHERRY A	12546 ALPHABET RD	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
	129003	0908C-01-001.008	CHAPUIS WILLIAM LYNN & BRENDA S	P O BOX 3121	GULFPORT	MS	39505
	129051	0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA C/O HELEN CLOWER ELMER	2003 BOTTS DR	ARLINGTON	TX	76012
	145327	0908C-01-001.062	COOLEY MICHAEL T & WEEKS AMBER M	12505 ALPHABET RD	GULFPORT	MS	39503
	129002	0908C-01-001.007	CROMWELL JASON & JOANIE	P O BOX 3597	GULFPORT	MS	39505
	144646	0908C-01-001.057	DEL RIO EDDY M & LISA Y	12512 WESTWOOD PLACE	GULFPORT	MS	39503
	129016	0908C-01-001.021	DENNIS PADRICK D & MARY M	12473 PRESERVATION DR	GULFPORT	MS	39503
	129000	0908C-01-001.005	DOUGLAS DAVID EUGENE & GRACE ELAINE	13024 HARTLEY CIR	GULFPORT	MS	39503
	144637	0908C-01-001.048	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	145326	0908C-01-001.061	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145661	0908C-01-001.074	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145654	0908C-01-001.067	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145656	0908C-01-001.069	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145657	0908C-01-001.070	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145666	0908C-01-001.079	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145662	0908C-01-001.075	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	129004	0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	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
	56925	0908D-01-015.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	M3	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	130171	0908C-01-001.026	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
	129040	0908F-01-027.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133041	0908F-01-040.004	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	129043	0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
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	16132	0908E-01-001.000	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	100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	145667	0908C-01-001.080	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	106587	0908F-01-001.001	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39505
	2973	0908G-01-003.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503
	129008	0908C-01-001.013	FOX DUNCAN	12396 PRESERVATION DRIVE	GULFPORT	MS	39503
	129009	0908C-01-001.014	GADDY BRYAN & HANNAH	12440 PRESERVATION DRIVE	GULFPORT	MS	39503
	145331	0908C-01-001.066	GAGNE CONSTANCE	12506 ALPHABET RD	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
	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
	127921	0908C-01-001.004	GUIROLA LOUIS JR & STEPHANIE	12453 PRESERVATION DR	GULFPORT	MS	39503
	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
	145658	0908C-01-001.071	HEAD TRACY G	12553 ALPHABET ROAD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
	129054	0908F-01-039.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY DR	GULFPORT	MS	39503
	129053	0908F-01-038.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY DR	GULFPORT	MS	39503
	144636	0908C-01-001.047	LANDON HOMES LLC	9113 OLD CCC CAMP ROAD	OCEAN SPRINGS	MS	39564
	145328	0908C-01-001.063	LEIGH STANLEY & WYNELL	12530 ALPHABET RD	GULFPORT	MS	39503
	105581	0907N-01-003.007	LOFTIN CONSORCIA S -TRUSTEE-	14481 AUTUMN CHASE	GULFPORT	MS	39503
	130172	0908C-01-001.027	LOVELL FRANK A & NANCY D	40 54TH ST	GULFPORT	MS	39507
	127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
	129041	0908F-01-028.000	MCVAY LARRY C II & EDIRNE A	12190 OLD WHISPER CREEK 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
	145663	0908C-01-001.076	PETERSON TODD MICHAEL & JANA MARIE	12562 ALPHABET RD	GULFPORT	MS	39503
	137358	0907N-01-001.061	PHAN JENNIFER HUYEN & HO GIAU THI N	13008 TURTLE CREEK PKWY	GULFPORT	MS	39503
	145655	0908C-01-001.068	POOLE LARRY SR & CRYSTAL A	12577 ALPHABET ROAD	GULFPORT	MS	39503
	93312	0907O-01-023.023	RANKIN OTIS G & DEBRA S	12530 O'NEAL RD	GULFPORT	MS	39503
	129017	0908C-01-001.022	SERNA MARVIN JR	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
	145329	0908C-01-001.064	SISSON FALON R & ADAM P	12522 ALPHABET RD	GULFPORT	MS	39503
	129005	0908C-01-001.010	SMITH RONNIE J & JESSICA ANNE	13055 HARTLEY CIRCLE	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
	137355	0907N-01-001.058	TATE COREY RENEE JR	13009 TURTLE CREEK PKWY	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
	129001	0908C-01-001.006	VO SANG & HONG-AN NGUYEN	10219 BELLE VUE RD	D'IBERVILLE	MS	39540
	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
	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
	145330	0908C-01-001.065	WINTER DAVID S & ANNE H	12514 ALPHABET RD	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

SB

RE: Final Plat 2204PC059, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, 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, April 28, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, April 28, 2022**. 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:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< 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: April 28, 2022

Re: Planning Commission Approval 2204PC060:

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2204PC060

Hearing Date: April 28, 2022

Current Zoning/Use: R-UE / Single-family home

Legal: Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

TECHNICAL DETAILS

The applicant requests permission to have a virtual counseling service from their home. This is in line with several types of businesses moving to a virtual environment. Within the application, statements provide that clients will not come to the home.

It is important to mention that the city ordinance does allow a home occupation with Planning Commission approval; however, this residence is located in Bayou View the covenant states, "...no building shall be used for any purpose other than a residence or residential uses thereof..."

EXECUTIVE SUMMARY

The Planning Commission accommodates many types of home occupations in various neighborhoods throughout the city. However, the city is required to uphold covenants, and this possibly breaks the residential only use of the Bayou View Covenants. As we are still awaiting legal council decision on the matter; if approved, no licenses will be issued until a determination is made.

Any approval should consider these conditions:

1. No business license shall be issued until a final decision is formed by the City's legal department regarding the applicability of provisions of Bayou View Covenants.
2. Service to remain virtual with no in-home customer service.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 4/22/22.

Public Works: No comments as of 4/22/22.

Traffic and Safety: No conditions. Memo dated 4/21/22.

Building Code Services: Conditions: Service to remain virtual with no in home customer service. Memo dated 4/21/22.

b.2

Technical Report
PLANNING COMMISSION APPROVAL

GIS: No conditions. Memo dated 4/21/22.

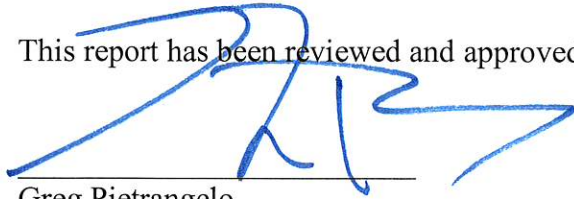
Police Department: No conditions. Memo dated 4/21/22.

Fire Department: No conditions. Memo dated 4/21/22.

City Arborist: No conditions. Memo dated 4/19/22.

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

Case Number: 2204PC060Date Received: 3/4/22

Receipt Number: _____

Received By: D2Zoning: R-UEWard: 4 Flood: XSize: 19,266 Ft²

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL #

0	9	1	0	0

 -

0	1

 -

0	5	5

 •

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 4904 Chamberlain Ave Gulfport, MS 39507Lot(s) _____, Block(s) _____, Subdivision Bayou View

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

I would like to be granted permission to start a private mental health services practice out of my home. All patients will be seen virtually & will not come to my home.

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

Sichana Jean
Printed Name of Owner
4904 Chamberlain Ave.
Mailing Address
Gulfport, MS 39507
City 228-265-7751 State MS Zip code 39507
601-402-4226 228-679-9738
Home Phone Work/Cell Phone
sichanajean@yahoo.com
Email
Sichana Jean
Signature of Owner

AGENT

Sichana Jean
Printed Name of Agent
4904 Chamberlain Ave
Mailing Address
Gulfport, MS 39507
City 601-402-4226 State MS Zip code 39507
228-265-7751 228-679-9738
Home Phone Work/Cell Phone
sichanajean@yahoo.com
Email
Sichana Jean
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) Sichana Jean

ADDRESS (STREET, CITY, STATE, ZIP CODE) 4904 Chamberlain Ave Gulfport, MS 39507

PHONE # (H) 601-462-4226 (W) 228-679-9738

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: Sichana Jean

NAME OF OWNER (PRINT) Dora Jean (husband/co-owner of home used for business)

ADDRESS (STREET, CITY, STATE, ZIP CODE) 4904 Chamberlain Ave Gulfport, MS 39507

PHONE # (H) 732 322-7673 (W) 228-523 5668

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: Dora Jean

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 _____



Area Map

Printed 3/4/2022



● Addresspoints

▭ Parcels

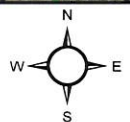
Harrison_HighRes_2020.sid

RGB

Red: Band_1

Green: Band_2

Blue: Band_3



1 inch = 35 feet

DATA DISCLAIMER:

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Addendum to Application for Planning Commission Approval for a Home Occupation.

WRITEN STATEMENT Prepared by: Sichana Jean, LCSW

BUSINESS: Rise Psychotherapy and Family Support Services

Section F

Transportation and Access

There will be no unusual transportation or access issues as all of my clients will be seen virtually via a HIPAA compliant software system developed exclusively for therapists. I will never have clients come to my home for sessions. If I chose to incorporate an in-person option at a later date, I would seek out a separate office space in a commercial building away from my home. Our driveway and garage will only be utilized by my immediate family members.

Water Supply

Our water to our home is supplied through Gulfport Water and Sewage. There should be no changes to the amount of water currently being used as my business is virtual and will not require the use of water of bathroom facilities by any clients. Water usage should remain the same as the only people using water would be my immediate family.

Waste Disposal

Our waste disposal is managed through the City of Gulfport. There should be no additional waste as a result of my business as it will be virtual. All documentation will be done electronically so there should not be any additional paper or waste to discard apart from what is normal for our immediate family.

Fire and Police Protection

We will continue to rely on the City of Gulfport's Fire and Police Departments in cases of emergency. Since the business is virtual, I do not expect any additional need for protection.

Why Proposal Will Not Cause Undue Traffic Congestion or create a Traffic Hazard

There will be no additional traffic, traffic congestion or traffic hazard because my business will run 100% online. All clients will be seen virtually so there will be no people visiting the residence other than my immediate family and invited friends and family per usual.

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

My business is aimed at offering mental health counseling to individuals, couples and families on the Mississippi Gulf Coast and in the other states where I am licensed to practice including LA, AL and SC. What I do will only serve to educate, empower and improve the lives of our community members which can only further support positive growth and development. I will conduct all aspects of my business and facilitate services in the comfort and privacy of my home office. My business will be conducted virtually

only so there will be no interruption, distraction, or disruption to the lives of my neighbors and other community members. I will never have clients come to my home to receive counseling as I am serious about the safety and privacy myself and my family deserves as well.

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: Sichana Jean, LCSWAddress: 4904 Chamberlain Ave Gulfport, MS 39507Phone: (Home) 601-402-4226 (Work/Cell) 228-679-9738
228-265-7751If rented, then the name of owner or manager is required, along with a letter of approval from same: N/AName of business or service to be used as home occupation: Rise Psychotherapy and Family Support ServicesNature of business: Virtual mental health services
practice. I will be primary/solo clinician

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: Sessions will all be virtual + by appointment only

Traffic generation:

Is there any delivery of goods or products to the residence? NoIf so, specify the number and frequency of deliveries: N/ADescribe size of vehicle making deliveries: N/A

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

Service will be rendered exclusively by appointment only. No clients will be seen in person or by walk-in.

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

No in person client contact.

Is everything made, manufactured, or provided on site? _____

Nothing is made or manufactured. Talk therapy will be offered virtually using a HIPAA compliant software system.

Is special equipment required in production? _____

No

If so, described it, giving size of motor, etc. _____

N/A

Are sales made from the premises? _____

No - Billing will be handled through the software program or by third party.

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

Local stores on consignment: _____

N/A

Arts and crafts or flea markets: _____

N/A

Trade shows: _____

N/A

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: _____

Sichana Jean

Signature: _____

Sichana Jean

Date: _____

3/4/22

e-RECORDED ORIGINAL



1st Judicial District
Instrument 2021-1477-D-J1
Filed/Recorded 02/01/2021 11:35 AM
Total Fees \$26.00

2 Pages Recorded

Our File #B201270

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

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,

Krista Goodhart, a single person,

808 Courthouse Rd, Gulfport, MS 39507, 228-617-6417

does hereby sell, convey and warrant unto

LucDorin Darlan Jean and Sichana Dawn Jean,

4904 Chamberlain Avenue, Gulfport, MS 39507, 601-402-4226,

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

Lot Fifteen (15), Block Sixty-five (65), GULFPORT BAYOU VIEW 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 17 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 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 Grantees herein.

WITNESS MY SIGNATURE , on this the 29th day of January, 2021.

Krista Goodhart

STATE OF MISSISSIPPI

COUNTY OF HARRISON

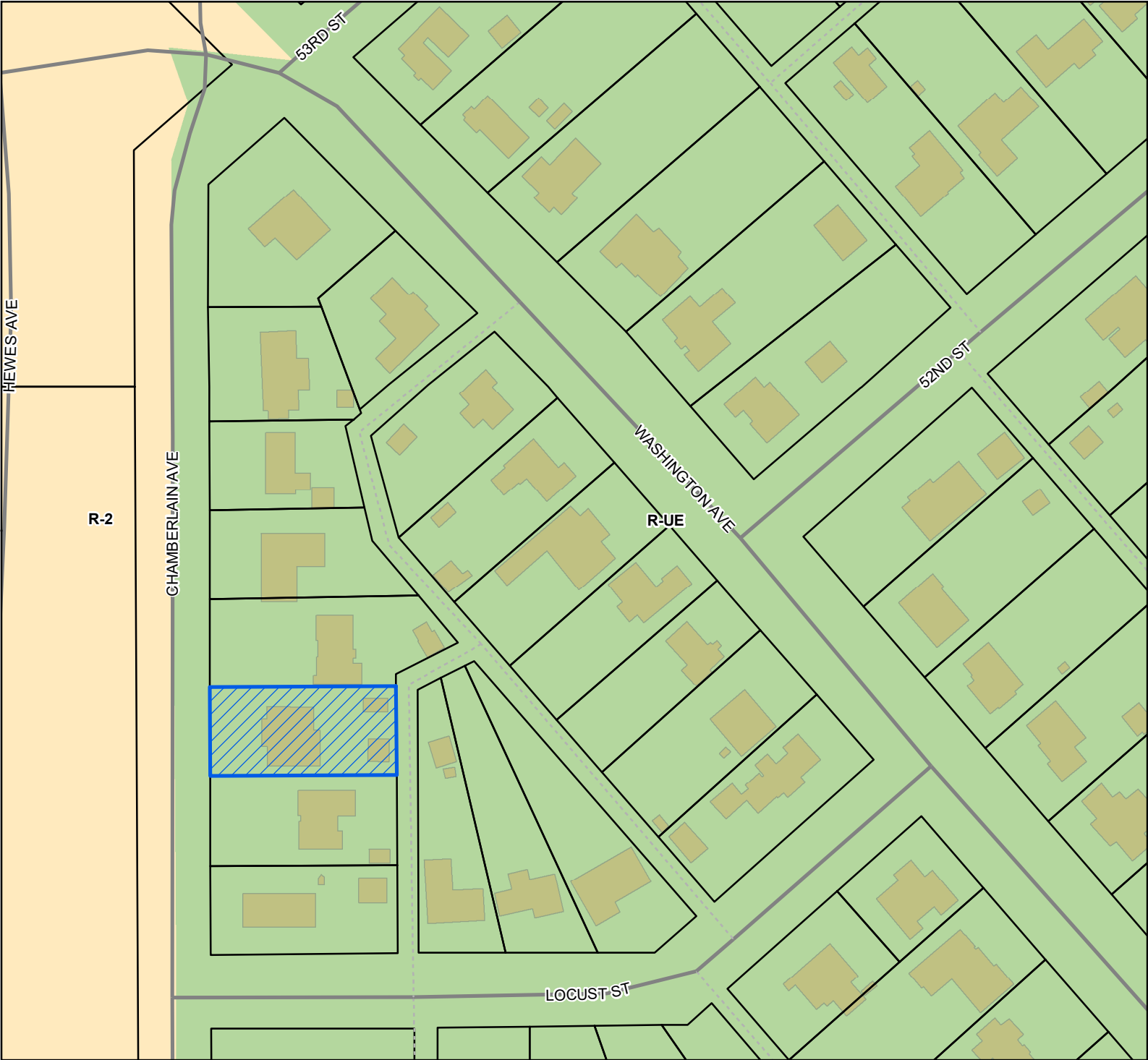
THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Krista Goodhart, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 29th day of January, 2021.

NOTARY PUBLIC

My Commission Expires:





Legend

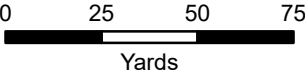
- Site
- Street
- Alley
- Parcels
- Buildings

Zoning

- R-2 - Single Family Residence District (Medium Density)
- R-UE - Residential Urban Estate

Site Information

0910C-01-055.000
Zoning: R-UE (Single-family)
Size: 19,266 Square feet
Flood: X

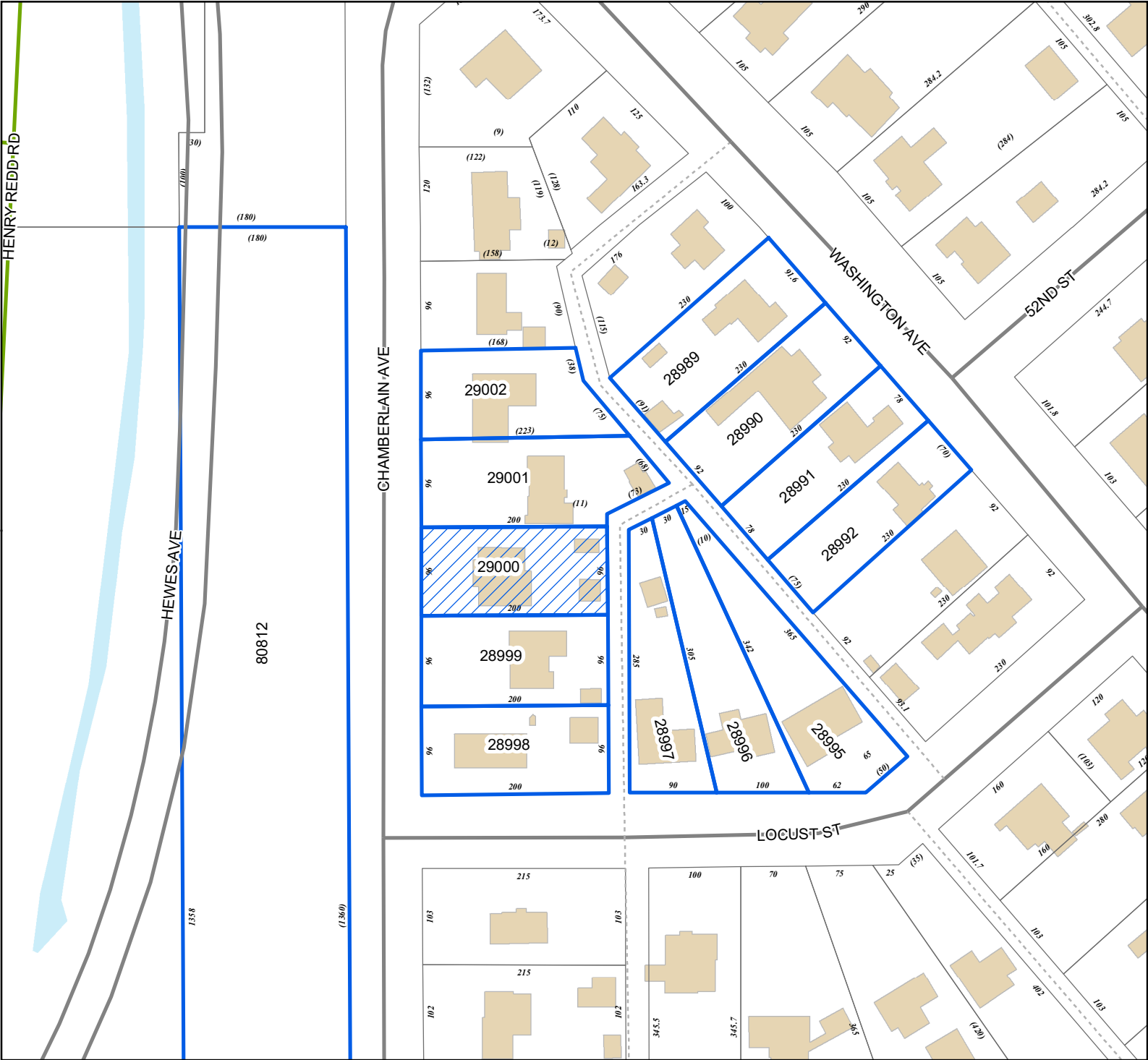


1 inch = 150 feet



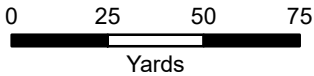
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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	29000	0910C-01-055.000	JEAN LUCDORIN DARLAN & SICHANA DAWN	4904 CHAMBERLAIN AVE	GULFPORT	MS	39507
n			Adjacent Property Owners				
	28996	0910C-01-051.000	ALLEN BRUCE SR	206 LOCUST ST	GULFPORT	MS	39501
	28991	0910C-01-018.000	EASTERLING ROBERT C	1440 MILL RD	GULFPORT	MS	39507
	28990	0910C-01-017.000	FERNANDEZ DWIGHT	2331 PARK PLACE DR	GULFPORT	MS	39507
	28997	0910C-01-052.000	GOTTSCHLICH EMILE OZERDEN	208 LOCUST ST	GULFPORT	MS	39507
n	80812	0910C-03-001.001	GULFPORT CITY OF	2309 15TH ST	GULFPORT	MS	39501
	29001	0910C-01-056.000	HUOT CIARA NICOLE & BRANDON JAMES	4906 CHAMBERLAIN AVE	GULFPORT	MS	39507
	28992	0910C-01-019.000	JONES DONALD R & EVELYN D	P O BOX 4227	GULFPORT	MS	39502
	28998	0910C-01-053.000	KARL GARY B JR & JUDY B	210 LOCUST ST	GULFPORT	MS	39507
	28995	0910C-01-050.000	LEE BRANDON TIMOTHY & REBECCA LYNN	202 LOCUST ST UNIT 1129	GULFPORT	MS	39507
	28989	0910C-01-016.000	OLSON SIDNEY E	5211 WASHINGTON AVE	GULFPORT	MS	39501
	29002	0910C-01-057.000	RICH KENNETH E & NELY M -TRUSTEES-	4908 CHAMBERLAIN AVE	GULFPORT	MS	39507
	28999	0910C-01-054.000	WALDROP LEROY JAMES & KATIE	4902 CHAMBERLAIN AVE	GULFPORT	MS	39507



Legend

- Site
- Adjacent Properties
- Street
- Military Street
- Alley
- 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:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< 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: April 28, 2022

Re: **Final Plat 2204PC061:**

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Technical Report
Final Plat
(Florence Gardens Phase VIII)

GENERAL INFORMATION

Case File Number: 2204PC061

Hearing Date: April 28, 2022

Current Zoning/Use: R-1-10, R-2 & R-1-15/ Vacant Property

Legal: Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 26-lot 40.65-acre residential subdivision, named Florence Gardens Phase VIII, which is extracted from 208-acres to create new properties on tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000. This new subdivision is a continuation of Florence Gardens residential development.

Minimum lot requirements for a T4+ zoning district consist of lots that are an effective minimum lot size of 2,420 square feet; this includes a lot width minimum of 18 feet wide or a maximum of 96 feet wide. Building(s) site coverage for this zoning are a maximum of 70 percent, this is to include all dwellings and outbuildings. Setback requirements for T4+ are as stands; front yard: no minimum, 18-foot maximum; Side yard: no minimum, 6-foot maximum; 2nd Frontage: 5-foot minimum, 12-foot maximum; Rear yard: 3 foot minimum; and for corner lots, rear yard setback is also 3-foot. Lot size and coverage are maintained for SmartCode T4+ zoning through the standards mentioned above. All covered or uncovered parking must consist in the third layer of each parcel, but it is suggested to park in the rear of the dwelling from an accessible alleyway if applicable. In review of the General Plan, the applicant does not meet the city's requirements for this zoning district. Street access created for this a straight-of-way that is connected to an existing roadway and provides an ingress and egress off of Alphabet Road and Music Street.

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

Any approval should consider these conditions:

1. Needs a tree survey and a tree replacement plan. The tree survey only needs to show protected trees.
2. A Final Plat with two copies of Mylar, and one copy of Linens, must be provided before case can be heard by City Council.
3. The name and right-of-way width of each street or other public way must be identified.
4. Must include all water, sewer, and drainage with final plat plans.

7.11

Technical Report
Final Plat
(Florence Gardens Phase VIII)

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 04/22/2022.

Public Works: No conditions. Memo dated 04/22/2022.

Traffic and Safety: No conditions. Memo dated 04/21/2022.

Building Code Services: No conditions. Memo dated 04/21/2022.

GIS: Must include all water, sewer, and drainage with final plat plans. Memo dated 04/21/2022.

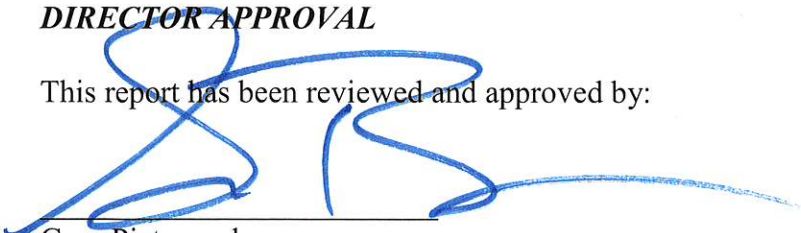
Police Department: No conditions. Memo dated 04/21/2022.

Fire Department: No conditions. Memo dated 04/19/2022.

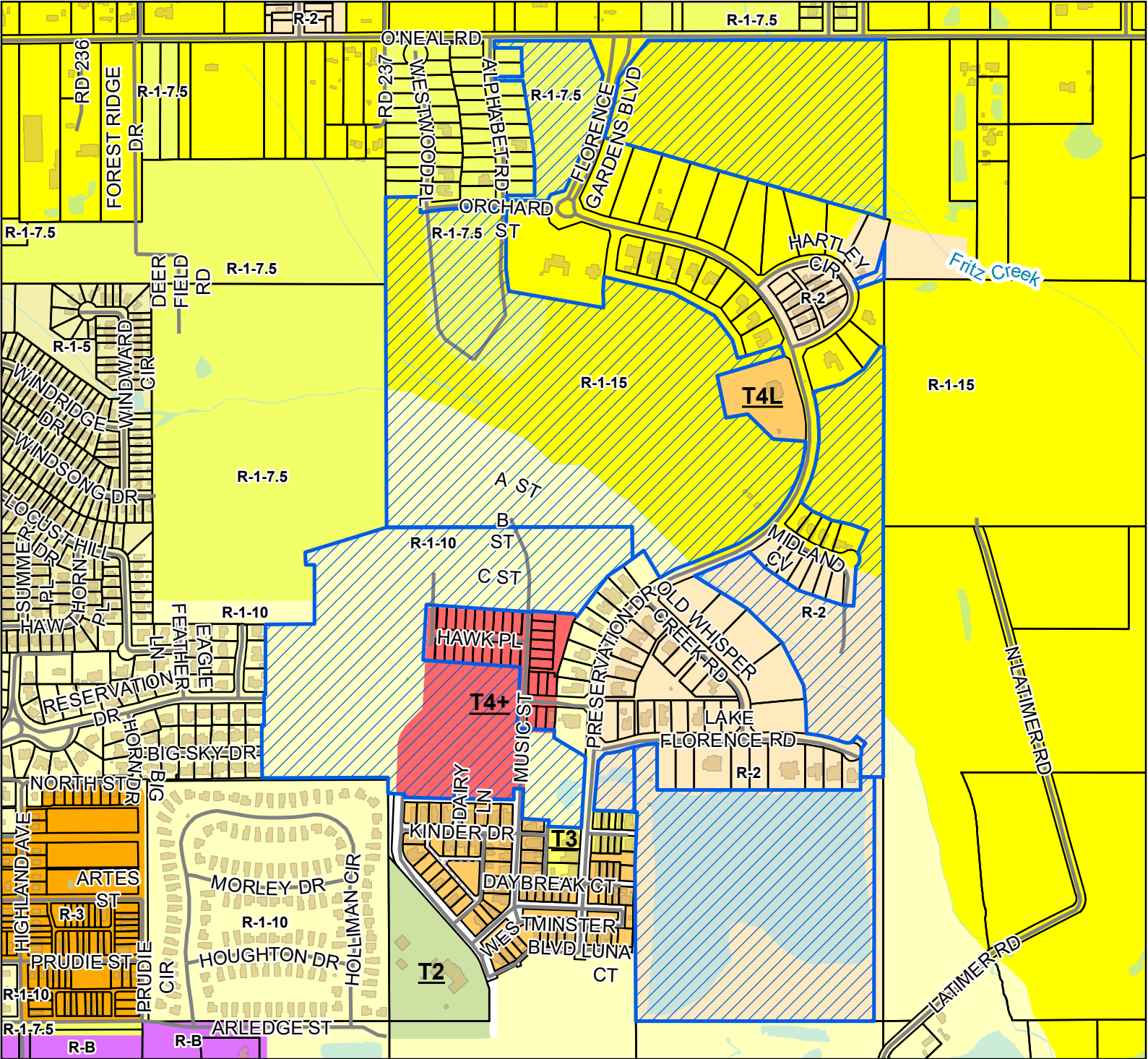
City Arborist: Needs a tree survey and a tree replacement plan. The tree survey only needs to show protected trees. Memo dated 04/19/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Legend

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

Smart Code

- T4+
- T4L
- T3
- T2

Zoning

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

Site Information

0908E-01-001.001
0908F-01-001.000
0908C-01-001.000
Zoning: R-1-7.5 (Single-family Residence District)
Size: 208.6 acres
Flood: X

0 120 240 360
Yards
1 inch = 750 feet

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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	E	-	0	1	-	0	0	1	0	0	1
	0	9	0	8	F	-	0	1	-	0	0	1	0	0	0
	0	9	0	8	C	-	0	1	-	0	0	1	0	0	0

For Staff Use Only

Case File #: 2204 PC061Date Received: 3/4/22

Receipt #: _____

Received By: CL

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: South of Lake Florence Road and Hawk Place; North of Kinder Drive; Adjacent to Preservation Drive

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into twenty-six (26) lots for the purpose of sale from home development, and update parcel line definitions

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

N/A

State

Zip code

(228) 539-5039 Office

Home Phone

N/A

Work/Cell Phone

Email

Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

Printed Name Of Agent
131 Rue Magnolia

Mailing Address

Biloxi

MS

39503

City

N/A

State

Zip code

(228) 436-7612 Office

Home Phone

nick@bmaengineers.com

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.

February 21, 2022

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

**RE: Authority to Act as Agent
Florence Gardens, Phase 8 – Application for Final Plat
Gulfport, Mississippi**

To Whom It May Concern:

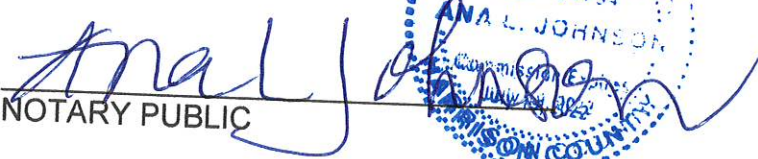
This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Lake Florence Road and Hawk Place; North of Kinder Drive; Adjacent Preservation Drive, Gulfport, Mississippi (also being tax parcel: 0908E-01-001.001, 0908C-01-001.000 and 0908F-01-001.001).

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



February 21, 2022

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

**RE: Covenants
Florence Gardens, Phase 8
(Tax Parcel No(s): 0908E-01-001.001, 0908C-01-001.000 & 0908F-01-001.000)**

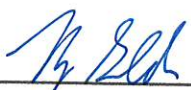
Gulfport, Mississippi

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Lake Florence Road and Hawk Place; North of Kinder Drive; Adjacent Preservation Drive, Gulfport, Mississippi (also being tax parcel: 0908E-01-001.001, 0908C-01-001.000 and 0908F-01-001.001).

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 # 0908E-01-001.001, 0908C-01-001.000 or 0908F-01-001.000.


FLORENCE GARDENS, LLC

DATE: 2-22-22

VICE PRESIDENT
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 22 day of Feb, 2022.


NOTARY PUBLIC



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 15th day of November, 2004.

SEAWAY DEVELOPMENT COMPANY, LLC

BY: Martin C. Goldin
Martin C. Goldin, Member

3405H-09

~~3262-4~~

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, 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 2849.82' 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 1348.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, N00°11'30"W 1327.38' 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°45'21"W 1328.38' 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°45'18"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 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°26'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.28 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

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

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



FLORENCE GARDENS

Master Deed Restrictions

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

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

STATEMENT OF PURPOSE:

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

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

IMPOSITION OF DEED RESTRICTIONS:

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

ARTICLE I: Definitions

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

1.2. Documents.

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

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

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

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

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

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

1.3 Parties.

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

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

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

1.4 Land Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 Design Review Definitions.

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

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

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

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

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

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

1.6 Association Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II: | Development
Plan

2.1 Mixed Use.

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

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

2.2 Property Subject to Master Deed Restrictions.

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

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

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

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

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

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

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

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

ARTICLE III:

Design Standards

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

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

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

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

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

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

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

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

3.3 [Intentionally Deleted]

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

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

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

ARTICLE IV: | Review
Procedure

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

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

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

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

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

4.2 Construction Subject to Review.

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

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

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

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

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

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

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

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

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

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

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

4.3 Review Procedure.

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

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

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

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

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

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

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

4.4 Approval of Architects, Builders.

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

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

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

4.5 Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V: | Covenant to Complete
Building on Parcel

5.1 Restrictions on Building, Resale.

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

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

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

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

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

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

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

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

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

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

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

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

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

Fair Market Value shall be defined as the value established by an independent appraiser, selected in the manner provided below (the "Independent Appraiser"), who is 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.

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.

February 28, 2022

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

**RE: Application for Final Plat
Florence Gardens, Phase 8
Gulfport, Mississippi**

Dear Mr. Holmes:

Enclosed is a complete Application for Final Plat for Tax Parcel No(s). 0908E-01-001.001, 0908C-01-001.000 & 0908F-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 for Application Fee

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

Sincerely,



Nicholas Gant, P.E.

Enclosures

FLORENCE GARDENS

PHASE 8

A SUBDIVISION LOCATED IN SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

BOUNDARY DESCRIPTION OF FLORENCE GARDENS PHASE 8 LOTS 1-26 AND PARCEL 'A'

A parcel of land lying in the NW 1/4 of the SE 1/4, the SW 1/4 of the SE 1/4, and the SE 1/4 of the SE 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:

Begin at a 1/2" iron rod found at the Southwest corner of Florence Gardens Phase 6 per Plat Book 58, Page 56, said Point Of Beginning having grid coordinates N.349652.96 and E.913163.27 based on the Mississippi State Plane Grid Coordinate System, East Zone, (2301), NAD '83, U.S. Survey feet, coordinates and courses herein are grid values based on said coordinate system using a scale factor of 0.99995578994 with a convergence angle of -00°08'51.77653524" at the Point Of Beginning;

thence South 88°10'29" East 204.05 feet along the South boundary of said Florence Gardens Phase 6, to a one half inch rod set with cap on the West line of Lot 11E, Florence Gardens Phase 1-E per Plat Book 50, Page 9; thence South 02°53'04" West 42.41 feet along said West line to a 4" square wood fence corner post found at the Southwest corner of said Lot 11E; thence South 58°59'45" E 197.38 feet along the South line of said Lot 11E, to a one half inch rod found at the Southeast corner of said Lot 11E on the West margin of Preservation Drive; thence S 03°42'13" W 17.29 feet, along said West margin, to a one half inch rod found at the Northwest corner of the West margin of said Preservation Drive of Florence Gardens Phase 2 per Plat Book 51, Page 18; thence South 03°08'00" West 269.94 feet, along said West margin, to a one half inch rod found; thence South 03°49'04" W 69.39 feet, along said West margin, to a one half inch rod found at the Northeast corner of Lot 48 of said Florence Gardens Phase 2; thence North 87°35'52" West 177.71 feet, along the North line of said Plat, to a one half inch rod set with cap; thence North 03°04'09" East 35.18 feet, along the North line of said Phase 2, to a one half inch rod set with cap; thence North 87°16'27" West 144.04 feet, along said North line, to a one half inch rod found; thence North 02°27'31" East 102.88 feet, along said North Plat line to a one half inch rod set with cap; thence North 88°52'47" West 699.57 feet, along said North line of Phase 2 and also along the North line of Florence Gardens Phase 3A-2 Amended per Plat Book 58, Page 32, to a one half inch rod set with cap; thence North 02°02'03" East 284.73 feet to a one half inch rod set with cap at a Point of Curvature; thence 40.34 feet along the arc of a curve to the right, said curve having a radius of 170.00 feet, a central angle of 13°35'43", and a chord of 40.24 feet which bears North 08°49'55" East to a one half inch rod set with cap; thence South 68°49'41" East 647.16 feet to a one half inch rod set with cap; thence North 02°27'31" East 58.53 feet to the Point of Beginning.

The above described parcel of land containing 379,456 square feet, or 8.711 acres, more or less, and being a portion of Harrison County Tax Parcel #0908E-01-001.001.

BOUNDARY DESCRIPTION OF FLORENCE GARDENS PHASE 8 LAKE PARCEL 'B'

A parcel of land lying in the SE 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:

Begin at a 1/2" iron rod found at the Northwest corner of Lot 47, Florence Gardens Phase 2 per Plat Book 51, Page 18, said Point Of Beginning having grid coordinates N.349212.32 and E.913579.01 based on the Mississippi State Plane Grid Coordinate System, East Zone, (2301), NAD '83, U.S. Survey feet, coordinates and courses herein are grid values based on said coordinate system using a scale factor of 0.999955721896 with a convergence angle of (-) 00°08'49.34839591" at the Point Of Beginning;

thence North 05°06'43" East 269.20 feet along the East margin of Preservation Drive, per said plat of Florence Gardens Phase 2, to a one half inch rod found at the intersection of said East margin of Preservation Drive with the Southern margin of Lake Florence Road; thence North 43°51'52" East 55.13 feet, along said Southern margin, to a one half inch rod found at a Point of Curvature; thence 125.63 feet, along said Southern margin, and the arc of a curve to the left, said curve having a radius of 500.00 feet, a central angle of 14°23'48", and a chord of 125.30 feet which bears North 78°42'02" East to a one half inch rod found at a Point of Reverse Curvature; thence 160.62 feet along the arc of a curve to the right, said curve having a central angle of 18°24'19", a radius of 500.00 feet, and a chord of 159.93 feet which bears North 80°38'17" East to a one half inch rod found at the Northwest corner of Lot 1H, Florence Gardens Phase 1E per Plat Book 50, Page 9; thence South 00°05'04" East 248.98 feet to a point being the Southwest corner of said Lot 1H, said point being referenced by a one half inch rod found North 00°05'04" West 88.35 feet, thence North 89°56'05" East 1099.80 feet, along the South line of said Plat of Florence Gardens Phase 1E and the South line of Florence Gardens Phase 1B Replat, per Plat Book 48, Page 7, to a point being the Southeast corner of said Lot 1H, Florence Gardens Phase 1B Replat, said point being referenced by a one half inch rod found North 00°16'55" East 37.38 feet, along the East line of said Lot 1H, thence North 00°16'55" East 89.98 feet, along said East line, to a one half inch rod set with cap, thence North 89°46'23" East 74.58 feet to a one half inch rod found at the Northwest corner of the property conveyed to Wallace C. Fore per Deed Book 1219, Page 83; thence South 00°03'11" West 1026.52 feet, along said West line of Fore, to a one half inch rod set with cap; thence North 89°59'34" West 62.00 feet, more or less, to the water's edge of Lake Florence, thence meandering along said water's edge of Lake Florence Northwesterly and then Southwesterly 1565 feet, more or less, to a point on said water's edge on the Western side of said Lake Florence, said point being referenced by a one half inch rod with cap set West 50.00 feet, said reference point lying South 77°58'24" West 1320.12 feet from the previously mentioned one half inch rod with cap set on the West line of said Fore property; thence West 50.38 feet to a one half inch rod set with cap on the East line of the property conveyed to Florence Gardens, LLC, per Instrument #2020-3021-D-J1; thence North 00°10'36" East 330.11 feet, along said East line, to a one half inch rod found; thence North 87°56'21" West 21.41 feet to a one half inch rod found at the Southeast corner of Lot 1, of said Florence Gardens Phase 2; thence North 02°09'30" East 760.17 feet, along the East line of said plat, to a one half inch rod found at the Northwest corner of Lot 43, Florence Gardens Phase 2; thence North 87°34'54" West 234.41 feet along said North line of said Plat of Florence Gardens Phase 2, to the East margin of Preservation Drive and the Point of Beginning.

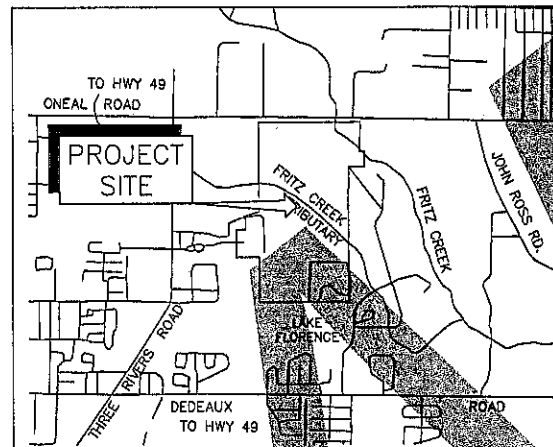
The above described parcel of land containing 1,351,036 square feet, or 31.015 acres, more or less, and being a portion of Harrison County Tax Parcels #0908E-01-001.001 and #0908E-01-001.000.

BOUNDARY DESCRIPTION OF FLORENCE GARDENS PHASE 8 POOL PARCEL 'C'

A parcel of land lying in the NE 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:

Commence at a one half inch rod found at the Southeast corner of Lot 1-D, Bk. 1-D, Florence Gardens Phase 1-C, per Plat Book 48, Page 8, said Point Of Commencement having grid coordinates N.350705.21 and E.914670.95 based on the Mississippi State Plane Grid Coordinate System, East Zone, (2301), NAD '83, U.S. Survey feet, coordinates and courses herein are grid values based on said coordinate system using a scale factor of 0.999955546438 with a convergence angle of (-) 00°06'43.08957284" at the Point Of Commencement; thence North 87°11'22" W 206.04 feet to a one half inch rod set with cap on the West margin of Preservation Drive and the Point of Beginning of the herein described parcel, said Point of Beginning having grid coordinates of N.350715.31 and E.914485.16; thence North 38°12'17" West 250.00 feet to a one half inch rod set with cap; thence North 43°35'27" West 120.36 feet to a one half inch rod set with cap; thence South 54°32'13" East 250.00 feet to a one half inch rod set with cap on said West margin of Preservation Drive; thence 185.80 feet along said West margin and the arc of a curve to the right, said curve having a radius of 682.00, a central angle of 15°36'34", and a chord of 185.23 feet which bears South 43°16'04" West to a one half inch rod set with cap at a Point of Compound Curvature; thence 14.98 feet along said West margin and the arc of a curve to the right, said curve having a radius of 665.00, a central angle of 01°17'26", and a chord of 14.98 feet which bears South 53°09'00" West to the Point of Beginning.

The above described parcel containing 40,549 square feet, 0.931 acres, more or less, and being a portion of Harrison County Tax Parcel #0908C-01-001.000.



VICINITY MAP
(N.T.S.)

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

The Plat of FLORENCE GARDENS, PHASE 8 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 _____, 2022.

KEITH WILLIAMS, CHAIRMAN
CITY OF GULFPORT PLANNING COMMISSION

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 FLORENCE GARDENS, PHASE 8 and further dedicates the streets and easements as shown hereon to the City of Gulfport forever.

WITNESS my signature this the _____ day of _____, 2022.

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 _____, 2022.

My commission expires:

NOTARY PUBLIC

FLORENCE GARDENS PHASE 8

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax (228)864-7676

**BROWN, MITCHELL
& ALEXANDER, INC.**
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
Fax (228)436-7676

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 _____, 2022.

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 _____, 2022.

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 _____, 2022.

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 8 and find the same to be an exact duplicate thereof.

CHANCERY CLERK

DEPUTY CLERK

JEFFREY C. COLLINS, P.S.

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 _____, 2022.

BILLY HEWES, MAYOR
CITY OF GULFPORT

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

CITY ENGINEER'S APPROVAL

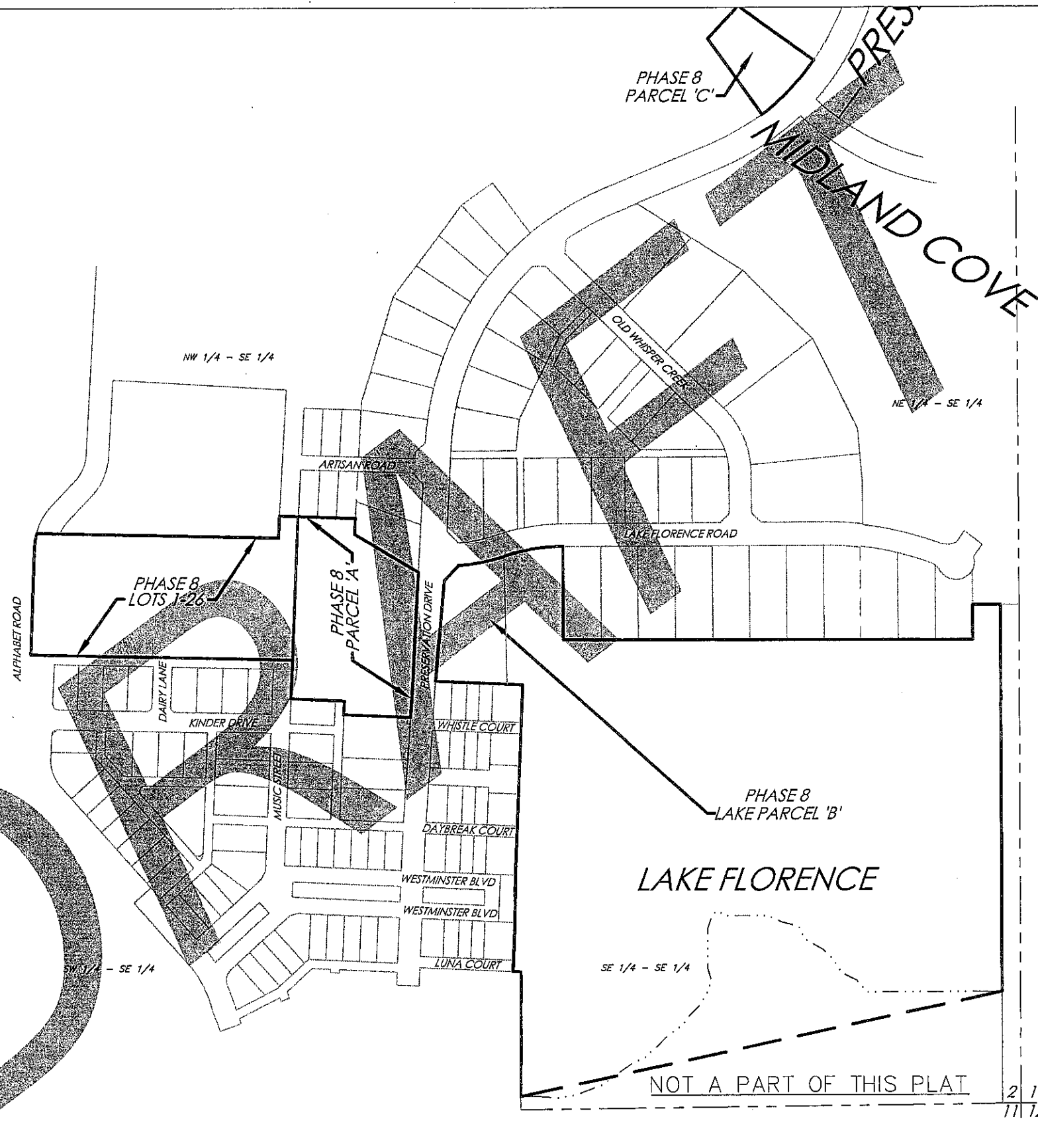
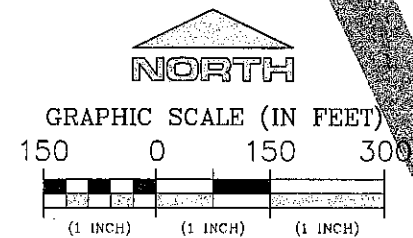
A bond or certified check has been posted, which is available to the city and in sufficient amount to assure such completion of all required improvements.

Final approval of Layout of Plat on this the _____ day of _____, 2022.

WAYNE E. MILLER, P.E.
GULFPORT CITY ENGINEER

SHEET 1 OF 5

S:\5036 22 Issues to Jers Phase 8 (Artisan)\Survey\Phase 8 Plot\015 22 Plots\8 2/26/2022 8:48:17 AM DWG to PJ.dwg



FLORENCE GARDENS PHASE 8

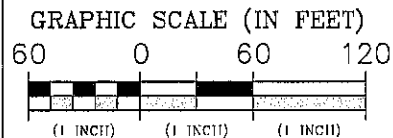
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SHEET 2 OF 5



Bearings and distances are based on the Mississippi State Plane Grid 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 = 0.99995578994 Convergence Angle = -00°06'51.77653524" (at the Point Of Beginning of Lots 1-26 and Parcel 'A')

MISSISSIPPI CLASS "B" SURVEY

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

AREA TABLE:

LOTS 1 - 26 & PARCEL 'A' = 8.711 AC.
PARCEL 'B', LAKE PARCEL = 31.015 AC.
PARCEL 'C', POOL PARCEL = 0.931 AC.
TOTAL AREA = 40.657 AC.

SURVEY NOTES:

Field work completed ?? 2022.
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 Number: 28047C0250H
Map Revised: December 21, 2017

BUILDING SETBACKS: Zone T4+

FYSB (FRONT YARD SET BACK) No Minimum - 18' Maximum
SYSB (SIDE YARD SET BACK) No Minimum - 6' Maximum
Second Frontage 5' Minimum - 12' Maximum
RYSB (REAR YARD SET BACK) 3' Minimum

(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

BMA Project #3405-22 Phase 8 02/28/2022

CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C4	40.34'	13°35'43"	170.00'	N 6°49'55" E	40.24'

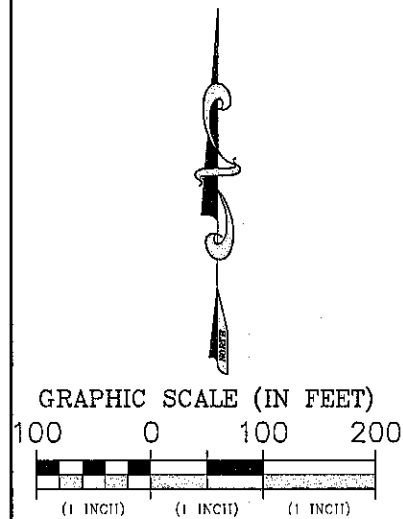
FLORENCE GARDENS PHASE 8

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SHEET 3 OF 5



Bearings and distances are based on the Mississippi State Plane Grid 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 = 0.9999557218 Convergence Angle = -00°06'49.34839591" (at the Point Of Beginning of Parcel 'B')

MISSISSIPPI CLASS "B" SURVEY

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

AREA TABLE:

LOTS 1 - 26 & PARCEL 'A' = 8.711 AC.
PARCEL 'B', LAKE PARCEL = 31.015 AC.
PARCEL 'C', POOL PARCEL = 0.931 AC.
TOTAL AREA = 40.657 AC.

SURVEY NOTES:

Field work completed ?? 2022.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED) & ZONE AE of the flood hazard boundary and flood insurance rate map.
Version Number: 2.3.3.3
Map Number: 28047C0260H
Map Revised: December 21, 2017

BUILDING SETBACKS: Zone T4+

FYSB (FRONT YARD SET BACK) No Minimum - 18' Maximum
SYSB (SIDE YARD SET BACK) No Minimum - 6' Maximum
Second Frontage 5' Minimum - 12' Maximum
RYSB (REAR YARD SET BACK) 3' Minimum

(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

BMA Project #3405-22 Phase 8 02/28/2022

PRESERVATION DRIVE

WHISTLE COURT

DAYBREAK COURT

WESTMINSTER BLVD

WESTMINSTER BLVD

LUNA COURT

FLORENCE GARDENS, LLC
TAX PARCEL #0908K-01-002.000

N 01°03'31" E 34.98'

1/2" ROD FOUND
SW CORNER OF THE
SE 1/4 - SE 1/4

N 01°03'31" E 34.98'

N 01°03'31" E 34.98'

N 01°03'31" E 34.98'

N 01°03'31" E 34.98'

N 01°03'31" E 34.98'

N 01°03'31" E 34.98'

N 01°03'31" E 34.98'

N 01°03'31" E 34.98'

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CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C5	125.84'	14°23'48"	500.00'	N 78°42'02" E	125.30'
C6	180.82'	18°24'19"	500.00'	N 80°38'17" E	159.93'

PARCEL 'B'
31.015 AC / 1,351,036 SQ. FT.
FLORENCE GARDENS, LLC
TAX PARCEL #0908F-01-001.000
SE 1/4 - SE 1/4

LAKE FLORENCE

±1,565 L.F.

ZONE X (SHADED)

S 77°58'22" W 1320.12'

NOT A PART OF THIS PLAT

S 89°23'02" W 1291.05'

BUSINESS PROPERTIES, LLC
TAX PARCEL #0908K-01-001.001

1/2" ROD FOUND

1/2" ROD FOUND

1/2" ROD FOUND

1/2" ROD FOUND

1/2" ROD FOUND

1/2" ROD FOUND

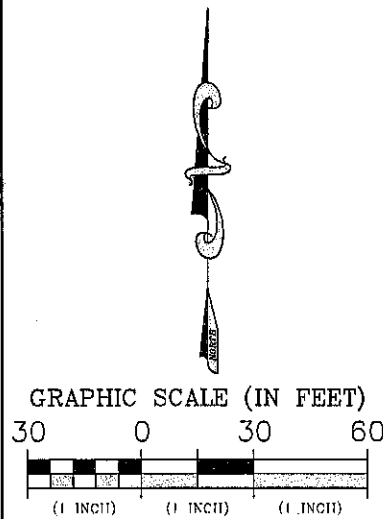
1/2" ROD FOUND

1/2" ROD FOUND

1/2" ROD FOUND

1/2" ROD FOUND

SHEET 4 OF 5



Bearings and distances are based on the Mississippi State Plane Grid 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 = 0.999955546438 Convergence Angle = -00°06'43.08957284" (at the Point Of Beginning of Parcel 'C')

MISSISSIPPI CLASS "B" SURVEY

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

AREA TABLE:	
LOTS 1. - 28 & PARCEL 'A' =	8.711 AC.
PARCEL 'B', LAKE PARCEL =	31.015 AC.
PARCEL 'C', POOL PARCEL =	0.931 AC.
TOTAL AREA = 40.657 AC.	

SURVEY NOTES:

Field work completed ?? 2022.

Existing improvements on subject Parcel C were not located for the purpose of this survey.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED) & ZONE AE of the flood hazard boundary and flood insurance rate map.

Version Number: 2.3.3.3
Map Number: 28047C0260H
Map Revised: December 21, 2017

BUILDING SETBACKS: Zone T++

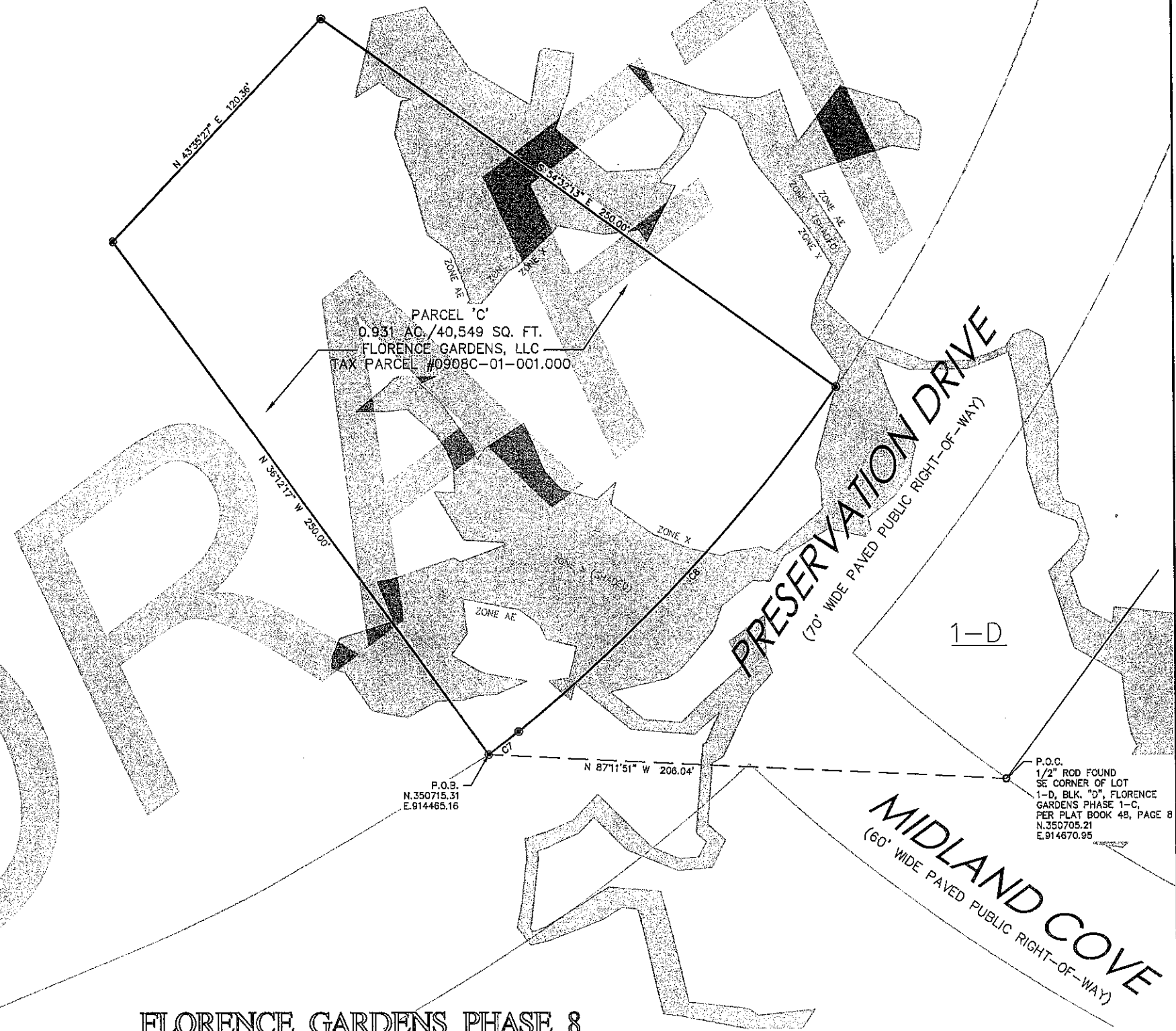
FYSB (FRONT YARD SET BACK)	No Minimum - 18' Maximum
SYSB (SIDE YARD SET BACK)	No Minimum - 6' Maximum
Second Frontage	5' Minimum - 12' Maximum
RYSB (REAR YARD SET BACK)	3' Minimum

(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

BMA Project #3405-22, Phase 8 02/28/2022

FLORENCE GARDENS, LLC
TAX PARCEL #0908C-01-001.000

CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C7	14.98'	117°26"	665.00'	S 53°09'00" W	14.98'
C8	185.80'	15°38'34"	682.00'	S 43°16'04" W	185.23'



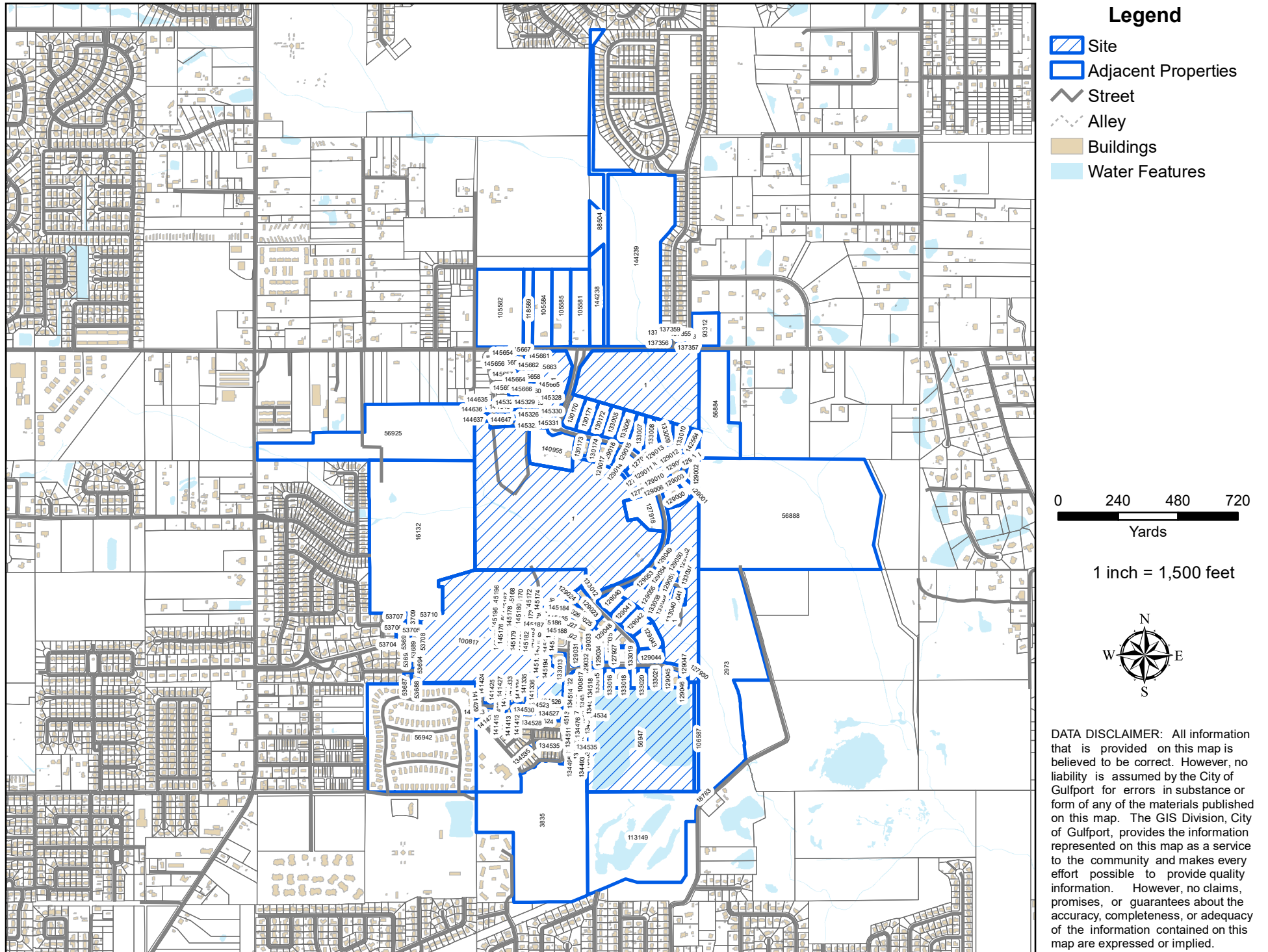
FLORENCE GARDENS PHASE 8

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Fax: (228) 864-7676

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Biloxi, MS 39530
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SHEET 5 OF 5



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	56947	0908F-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	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	12517 WESTWOOD PLACE	GULFPORT	MS	39503
	129031	0908F-01-018.000	BARBAY TROY & JILL JOIA	12366 THREE RIVERS RD	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
	145664	0908C-01-001.077	BOST GARY B & DONNA M	12554 ALPHABET RD	GULFPORT	MS	39503
	145665	0908C-01-001.078	BOWEN JOSEPH A & SHERRY A	12546 ALPHABET RD	GULFPORT	MS	39503
	134509	0908F-01-002.034	BRECKENRIDGE ROBERT D & FRANCES A	13138 DAYBREAK CT	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
	113149	0908K-01-001.001	BUSINESS PROPERTIES LLC	14231 SEAWAY RD SUITE #7003	GULFPORT	MS	39503
	53689	0908E-01-062.000	CAMPBELL JOHNATHON	610 PALM COURT	GULFPORT	MS	39501
	134493	0908F-01-002.018	CAMPBELL MARVIN B & ROSE L	208 RUE GAMBETTA	LAFAYETTE	LA	70507
	137357	0907N-01-001.060	CHAMBERLAIN DEBORAH R	13000 TURTLE CREEK PKWY	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
				2003 BOTTS DR C/O HELEN CLOWER			
	129051	0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA	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
	145659	0908C-01-001.072	COYLE ALAN & MARYLEE	12545 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
	145188	0908E-01-001.107	DAINES JUDY & KENNETH	12208 MUSIC ST	GULFPORT	MS	39503
	53707	0908E-01-045.000	DAVISON MICHAEL A & LAKISHA T	104 TOMAHAWK TRAIL	GULFPORT	MS	39503
	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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	133013	0908F-01-043.000	DILTS BRENT C	12187 PRESERVATION DR	GULFPORT	MS	39503
	129000	0908C-01-001.005	DOUGLAS DAVID EUGENE & GRACE ELAINE	13024 HARTLEY CIR	GULFPORT	MS	39503
	134478	0908F-01-002.003	DRENNEN CHARLOTTE	13141 WESTMINISTER BLVD	GULFPORT	MS	39503
	53710	0908E-01-046.000	EDWARDS SANDRA M	103 TOMAHAWK TRAIL	GULFPORT	MS	39503
	144637	0908C-01-001.048	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145185	0908E-01-001.104	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145183	0908E-01-001.102	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145180	0908E-01-001.099	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145181	0908E-01-001.100	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145326	0908C-01-001.061	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145660	0908C-01-001.073	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145661	0908C-01-001.074	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145654	0908C-01-001.067	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145656	0908C-01-001.069	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145657	0908C-01-001.070	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145666	0908C-01-001.079	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145662	0908C-01-001.075	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145189	0908E-01-001.108	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
	129004	0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	GULFPORT	MS	39503
	145187	0908E-01-001.106	ERICKSON MATTHEW EDWARD -ETAL-	12212 MUSIC ST	GULFPORT	MS	39503
	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
	127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
N	56925	0908D-01-015.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	133039	0908F-01-040.002	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	133041	0908F-01-040.004	FLORENCE GARDENS LLC	12321 PRESERVATION DR	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	16132	0908E-01-001.000	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	145169	0908E-01-001.088	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
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	145186	0908E-01-001.105	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	145667	0908C-01-001.080	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129035	0908F-01-022.000	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	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	129013	0908C-01-001.018	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129012	0908C-01-001.017	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	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	133020	0908F-01-050.000	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	133015	0908F-01-045.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133016	0908F-01-046.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129043	0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133009	0908C-01-001.034	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133019	0908F-01-049.000	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	3835	0908K-01-002.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	134535	0908F-01-002.060	FLORENCE GARDENS RES NEIGHBORHOOD	12321 PRESERVATION DR OWNERS AS	GULFPORT	MS	39503
N	134534	0908F-01-002.059	FLORENCE GARDENS RES NEIGHBORHOOD	12321 PRESERVATION DR OWNERS AS	GULFPORT	MS	39503
	2973	0908G-01-003.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	18783	0908J-01-006.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503
	106587	0908F-01-001.001	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39505
	145324	0908C-01-001.059	FORTSON STEVEN WILLIAM & CATHY LYNN	12529 ALPHABET RD	GULFPORT	MS	39503
	129008	0908C-01-001.013	FOX DUNCAN	12396 PRESERVATION DRIVE	GULFPORT	MS	39503
	129011	0908C-01-001.016	FOX JOHN RUSSELL & ANNE BAXTER	12448 PRESERVATION DR	GULFPORT	MS	39503
	141425	0908F-01-072.000	FREEMAN JUDY E	13333 KINDER DR	GULFPORT	MS	39503
	129027	0908F-01-014.000	FREITAG JOE & MARLA	P O BOX 2277	BAY ST LOUIS	MS	39521
	145191	0908E-01-001.110	FRIPP MATTHEW W & DENEKE	13230 ARTISAN RD	GULFPORT	MS	39503
	129009	0908C-01-001.014	GADDY BRYAN & HANNAH	12440 PRESERVATION DRIVE	GULFPORT	MS	39503
	145331	0908C-01-001.066	GAGNE CONSTANCE	12506 ALPHABET RD	GULFPORT	MS	39503
	141422	0908F-01-069.000	GAGNON MARK & SUSAN	13568 WINDROSE CIRCLE	GULFPORT	MS	39503
	129014	0908C-01-001.019	GIBSON JASON & ERIN L	12469 PERSEVTION DR	GULFPORT	MS	39503
N	129015	0908C-01-001.020	GIBSON JASON THOMAS & ERIN LYNN	12469 PRESERVATION DR	GULFPORT	MS	39503
	134517	0908F-01-002.042	GIBSON TOM & PAM	13129 WHISTLE CT	GULFPORT	MS	39503
	141335	0908F-01-055.000	GILREATH MICHAEL H & CYNTHIA	13307 KINDER DR	GULFPORT	MS	39503
	137359	0907N-01-001.062	GOLD COMPANIES LLC	196 BIENVILLE BLVD	BOURG	LA	70343
	129024	0908F-01-011.000	GOLDIN ALAN H & HOPE U	12223 PRESERVATION DR	GULFPORT	MS	39503
	133021	0908F-01-051.000	GOLDIN JASON	13099 LAKE FLORENCE RD	GULFPORT	MS	39503
	140955	0908C-01-001.037	GOLDIN MARTIN C	12503 PRESERVATION DR	GULFPORT	MS	39503
	127927	0908F-01-007.000	GOLDIN MICHAEL & RUSSELL -TRUSTEES-	13124 LAKE FLORENCE RD	GULFPORT	MS	39503
N	141415	0908F-01-062.000	GOLDIN RYAN M	12503 PRESERVATION DRIVE	GULFPORT	MS	39503
	127922	0908F-01-005.000	GOLDIN SCOTT LEE	12207 PRESERVATION DRIVE	GULFPORT	MS	39503
	133018	0908F-01-048.000	GOLDIN STEVEN L & DEBORAH H	13123 LAKE FLORENCE RD	GULFPORT	MS	39503
				13131 WESTMINSTER BLVD C/O			
	134476	0908F-01-002.001	GRAY ELLERY F & ELAINE R -TRUSTEES-	HUMMINGBIRD REVOCABLE TRUST	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
	145658	0908C-01-001.071	HEAD TRACY G	12553 ALPHABET ROAD	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
	145184	0908E-01-001.103	HODA BRENDA	12224 MUSIC ST	GULFPORT	MS	39503
	145193	0908E-01-001.112	HODO DEVIN K & SARAH E JAMES	13233 ARTISAN RD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	56942	0908E-02-001.000	HOLLIMAN PLACE LLC	P O BOX 349	OXFORD	MS	38655
	129034	0908F-01-021.000	HOLMAN JAMES M & MELISSA A	13134 LAKE FLORENCE RD	GULFPORT	MS	39503
	129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
	141427	0908F-01-074.000	JACKSON AVERY & LAUREN	13323 KINDER DR	GULFPORT	MS	39503
	141423	0908F-01-070.000	JOHNSON ROSALIND D	2021 ALPHABET RD	GULFPORT	MS	39503
	129054	0908F-01-039.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY DR	GULFPORT	MS	39503
	129053	0908F-01-038.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY DR	GULFPORT	MS	39503
	53708	0908E-01-048.000	KIRCH LINDA & PROCTOR ALAN -TRUSTEE	133 RESERVATION DR	GULFPORT	MS	39503
	134477	0908F-01-002.002	KISH KYLE L & SHELLEY H	13137 WESTMINSTER BLVD	GULFPORT	MS	39503
	134527	0908F-01-002.052	KROLL DONALD A & MARLENE B	11994 MUSIC STREET	GULFPORT	MS	39503
	134494	0908F-01-002.019	LAMKIN CLEO	3422 LOCKWOOD CT	MONTGOMERY	AL	36111
	144636	0908C-01-001.047	LANDON HOMES LLC	9113 OLD CCC CAMP ROAD	OCEAN SPRINGS	MS	39564
	134513	0908F-01-002.038	LAWSON DAVID W & ANN G	13149 WHISTLE CT	GULFPORT	MS	39503
	145328	0908C-01-001.063	LEIGH STANLEY & WYNELL	12530 ALPHABET RD	GULFPORT	MS	39503
	129025	0908F-01-012.000	LIEBERMAN STACY RESIDENCE TRUST	14231 SEAWAY RD STE 7000	GULFPORT	MS	39503
	105581	0907N-01-003.007	LOFTIN CONSORCIA S -TRUSTEE-	14481 AUTUMN CHASE	GULFPORT	MS	39503
	134514	0908F-01-002.039	LOVE GREG Z & PAM JO	807 S RIVERSIDE HARBOR RD	POST FALLS	ID	83854
	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
	145174	0908E-01-001.093	MANAS KENNETH SALVADOR & MICKI LE	13304 HAWK PLACE	GULFPORT	MS	39503
	141413	0908F-01-060.000	MARSHALL CHAD E & JARRID HILL	13318 KINDER DR	GULFPORT	MS	39503
	134520	0908F-01-002.045	MASCARO ALEJANDRO E FERREIRA	13138 WHISTLE CT	GULFPORT	MS	39503
	141414	0908F-01-061.000	MASSEY CHARLES P	13322 KINDER DR	GULFPORT	MS	39503
	127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
	145170	0908E-01-001.089	MCFARLAND JAMES A & SARAH O	13320 HAWK PLACE	GULFPORT	MS	39503
	53687	0908E-01-064.000	MCKINNEY JOHNNY F	111 BIG SKY DR	GULFPORT	MS	39503
	137354	0907N-01-001.057	MCQUEEN GOLDENA MARTHENA -ESTATE-	13015 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129041	0908F-01-028.000	MCVAY LARRY C II & EDIRNE A	12190 OLD WHISPER CREEK DR	GULFPORT	MS	39503
	145325	0908C-01-001.060	MELLO JOAQUIN NICOLAS & NICOLE T	12521 ALPHABET RD	GULFPORT	MS	39503
	141412	0908F-01-059.000	MICHELLI MADELEINE	13314 KINDER DRIVE	GULFPORT	MS	39503
	145192	0908E-01-001.111	MIRICK CAROLYN	13226 ARTISAN RD	GULFPORT	MS	39503
	129007	0908C-01-001.012	MITCHELL ROBERT ARTHUR	13063 HARTLEY CIR	GULFPORT	MS	39503
	53705	0908E-01-043.000	MOODY ARTIES JONES JR & SHARON L	100 TOMAHAWK TRAIL	GULFPORT	MS	39503
	134510	0908F-01-002.035	MORA JANET	13142 DAYBREAK COURT	GULFPORT	MS	39503
	137356	0907N-01-001.059	MY COTTAGE HOMES LLC	1402 PASS RD	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
				131 RESERVATION DR C/O ASHLIE			
	53704	0908E-01-042.000	NOERNBERG WILLIAM E II &	RENEE WYATT	GULFPORT	MS	39503
	127919	0908C-01-001.002	OTERO MICHAEL & STACEY L	12461 PRESERVATION DR	GULFPORT	MS	39503
	145663	0908C-01-001.076	PETERSON TODD MICHAEL & JANA MARIE	12562 ALPHABET RD	GULFPORT	MS	39503
	137358	0907N-01-001.061	PHAN JENNIFER HUYEN & HO GIAU THI N	13008 TURTLE CREEK PKWY	GULFPORT	MS	39503
	141333	0908F-01-053.000	PIZZETTA DANETTE SHAW	13315 KINDER DR	GULFPORT	MS	39503
	129033	0908F-01-020.000	POOLE CRYSTAL DANIEL & MARCUS	13140 LAKE FLORENCE ROAD	GULFPORT	MS	39503
	145655	0908C-01-001.068	POOLE LARRY SR & CRYSTAL A	12577 ALPHABET 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
	141336	0908F-01-056.000	REGISTER MARK A & JANICE M	13303 KINDER DR	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
	145182	0908E-01-001.101	RIVERS SHELIA L	13309 HAWK PL	GULFPORT	MS	39503
	129017	0908C-01-001.022	SERNA MARVIN JR	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
	134508	0908F-01-002.033	SHAW SUSAN S & PIZZETTA DANETTE S	13205 WESTMINISTER BLVD	GULFPORT	MS	39503
	145329	0908C-01-001.064	SISSON FALON R & ADAM P	12522 ALPHABET RD	GULFPORT	MS	39503
	129005	0908C-01-001.010	SMITH RONNIE J & JESSICA ANNE	13055 HARTLEY CIRCLE	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
	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
	134495	0908F-01-002.020	THOMPSON MARY VIRGINIA	13146 WESTMINSTER BLVD	GULFPORT	MS	39503
	134511	0908F-01-002.036	TODD LEVI C & RACHELLE	13146 DAYBREAK COURT	GULFPORT	MS	39503
	145190	0908E-01-001.109	TOMKO CAROLYN	765 WEST MCHENRY RD	MCHENRY	MS	39561
	134479	0908F-01-002.004	TOOTLE HOMES LLC	12500 VILLAGE AVE EAST	BILOXI	MS	39532
	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
	129001	0908C-01-001.006	VO SANG & HONG-AN NGUYEN	10219 BELLE VUE RD	D'IBERVILLE	MS	39540
	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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	53706	0908E-01-044.000	WANZO VICTORIA L & WILLIE JR	102 TOMAHAWK TRAIL	GULFPORT	MS	39503
	145195	0908E-01-001.114	WARD DORIS DUNCAN	13225 ARTISAN RD	GULFPORT	MS	39503
	129049	0908C-01-001.023	WARD PHILLIP	13062 MIDLAND COVE	GULFPORT	MS	39503
	142564	0908C-01-001.038	WESSON AUGUSTUS & ASHLEY	13050 HARTLEY CIRCLE	GULFPORT	MS	39503
	134523	0908F-01-002.048	WETZEL RAUN JOSEPH & VICTORIA R	11995 PRESERVATION DR	GULFPORT	MS	39503
	134518	0908F-01-002.043	WHITEMAN BRIDGET M & RALPH ANDREW	13130 WHISTLE COURT	GULFPORT	MS	39503
	145330	0908C-01-001.065	WINTER DAVID S & ANNE H	12514 ALPHABET RD	GULFPORT	MS	39503
	145168	0908E-01-001.087	WOLD ROBIN L & GREGORY E	13328 HAWK PLACE	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: Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (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, April 28, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, April 28, 2022**. 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:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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



Department of Engineering

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

April 25, 2022

Mr. Cory Long
Urban Development Planning Division
Post Office Box 1780
1410 24th Avenue, Room 206
Gulfport, MS 39502
Telephone (228) 868-5710
Fax (228) 868-5708
Email: rlong@gulfport-ms.gov

Re: Florence Gardens, Phase VIII; Final Acceptance

Dear Mr. Long:

On March, 14 2022, Engineering and Public Works conducted a final inspection of the referenced subdivision, and deficiencies were noted. A follow-up inspection took place and all punch list items have been satisfactorily addressed.

Since the development was approved to use soil cement as the road base, two (2) warranties will be required. A warranty bond in the amount of \$9,300 is required for a period of one (1) year to cover all infrastructure except roadway, and a warranty bond in the amount of \$11,700 is required for a period of three (3) years to cover the roadway.

At the conclusion of the warranty periods, the developer is required to notify the city to schedule the warranty inspections. Prior to acceptance for perpetual maintenance all deficiencies shall be corrected.

We recommend acceptance of the subdivision and the start of the one and three year warranty periods based on the above conditions.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

Jeremy Harrison, P.E.
Assistant City Engineer
City of Gulfport

Cc:

Wayne Miller, P.E., Director of Public Works & Director of Engineering
Greg Pietrangelo, Director of Urban Development
Tyler Gentry, Assistant Director of Public Works - Operations

Attachments: 1. Engineering Inspection Report
2. Map



**DEPARTMENT OF
ENGINEERING**

4050 Hewes Ave.
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Florence Gardens Phase VIII
TYPE OF INSPECTION:	Final Inspection
DATE:	March 14, 2022
PERSONS PRESENT:	Jeremy Harrison, Department of Engineering Aaron James, Department of Engineering Joe Johnson, Department of Public Works John Thomas, Department of Public Works Mark Kraninger, Department of Public Works Brian McKnight, Department of Public Works Brian Jones, Department of Public Works David Sanzin, Utility Partners Nick Gant, BMA Engineering Dan Ray Construction

CHECKLIST ITEMS

STREETS & DRAINAGE:

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

WATER & SEWER:

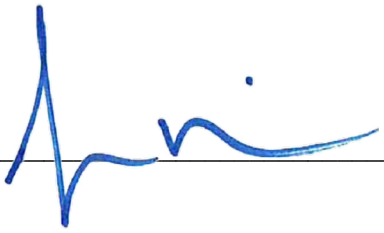
1. Are all water meters installed & with no broken/missing parts? ☒.Yes ☐.No ☐.N/A
2. Are all water lines and appurtenances installed in accordance with city standards? ☒.Yes ☐.No ☐.N/A
3. Are sewer cleanouts installed & with no broken/missing parts? ☒.Yes ☐.No ☐.N/A
4. Are all manholes installed in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

TRAFFIC & SAFETY:

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

PUNCHLIST ITEMS

1. Grout lifting eyes on storm drainage structure tops. COMPLETE
2. Pour concrete flume from back of curb to drainage structure tops. COMPLETE
3. Raise fire hydrant along Alphabet Road near Station 6+25. COMPLETE
4. Clean the asphalt debris near DI 1. COMPLETE
5. Clean up the spoil piles along Alphabet Road. COMPLETE
6. Sidewalk along east side of Music Street near detention area to be completed by the end of the warranty period.
7. Install streetlights COMPLETE
8. Install beehive inlet grates on catchbasins along Alphabet Road COMPLETE
9. Provide as-builts in pdf and dwg format COMPLETE
10. Provide certification that all construction is in accordance with Gulfport Construction Standards COMPLETE
11. Provide certified construction costs itemized between sewer/water/drainage/roadway COMPLETE

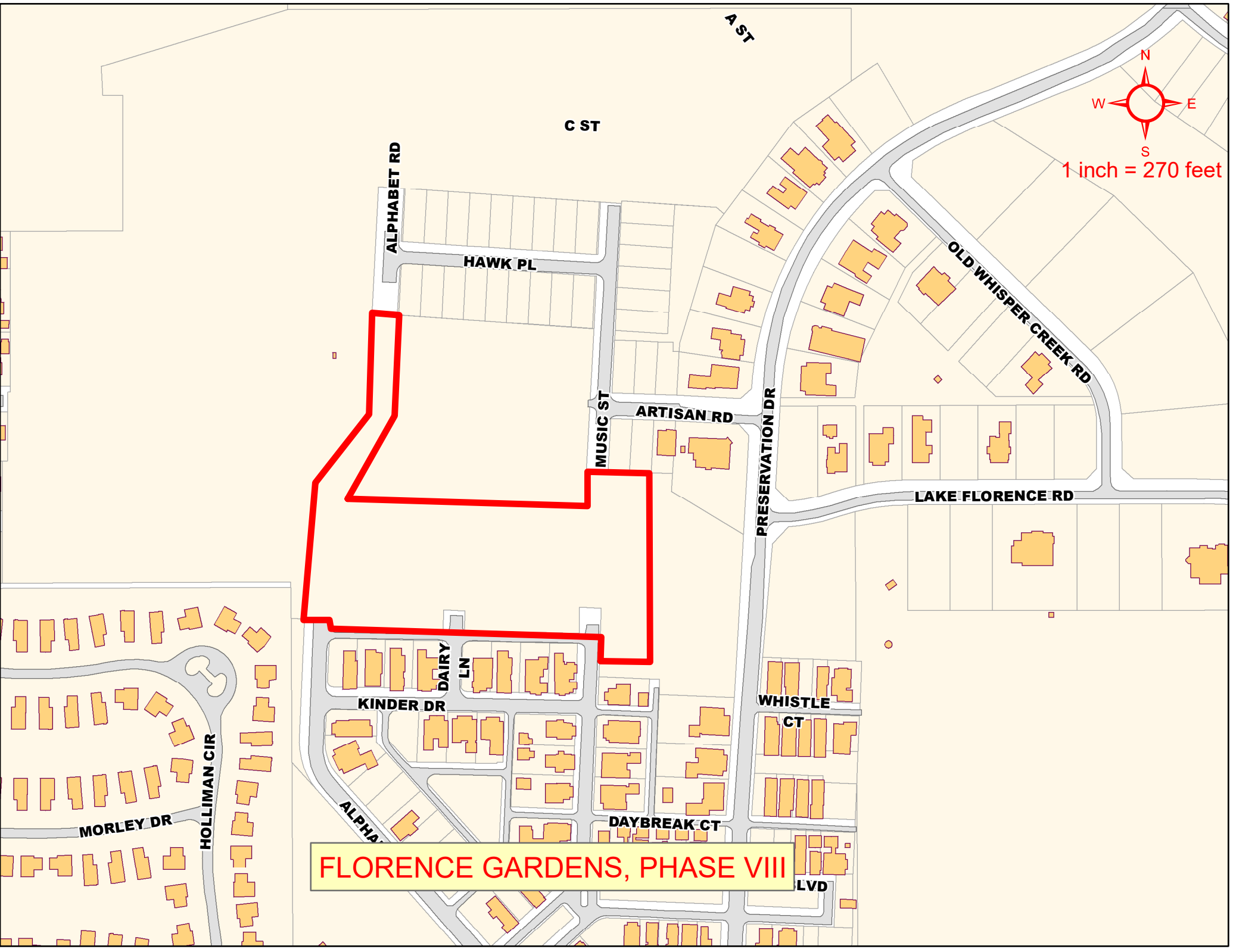
Signed:  Date: 4/25/2022

Name: Jeremy Harrison, P.E. Title: Assistant Director of Engineering



1 inch = 270 feet

FLORENCE GARDENS, PHASE VIII



FLORENCE GARDENS, LLC
CITY OF GULFPORT

13575

Check Number 13575
Check Date Apr 25, 2022
Check Amount \$11,700.00
Discount Take
Amount Paid

Item to be Paid - Description

PH 8 BOND

11,700.00

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

FLORENCE GARDENS, LLC

12321 Preservation Drive
Gulfport, MS 39503

Hancock Whitney Bank
85-368/655

13575
FRALDARHOF

DATE
Apr 25, 2022

AMOUNT

\$ 11,700.00

Eleven Thousand Seven Hundred and 00/100 Dollars

PAY
TO THE
ORDER
OF:

CITY OF GULFPORT
BUILDING PERMITS
1410 24TH ST.
GULFPORT, MS 39501



Kna Johnson
AUTHORIZED SIGNATURE

Memo:

⑈013575⑈ ⑈06550368⑈ 0063074269⑈

FLORENCE GARDENS, LLC

CITY OF GULFPORT

13572

Check Number 13572

Check Date Apr 25, 2022

Check Amount \$9,300.00

Discount Take Amount Paid

Item to be Paid - Description

PH 8 BOND

9,300.00

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

FLORENCE GARDENS, LLC

12321 Preservation Drive
Gulfport, MS 39503

Hancock Whitney Bank
85-368/655

13572
FRAUDARMOR

DATE

Apr 25, 2022

AMOUNT

\$ 9,300.00

Nine Thousand Three Hundred and 00/100 Dollars

PAY
TO THE
ORDER
OF

CITY OF GULFPORT
BUILDING PERMITS
1410 24TH ST.
GULFPORT, MS 39501



AUTHORIZED SIGNATURE

Ana Johnson

Memo:

⑈013572⑈ ⑈065503681⑈ 0063074269⑈

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: **Final Plat 2204PC062:**

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 and R-1-15 (Single-family), Ward 6

Technical Report
Final Plat
(Florence Gardens Phase IX)

GENERAL INFORMATION

Case File Number: 2204PC062

Hearing Date: April 28, 2022

Current Zoning/Use: R-1-10 & R-1-15 / Vacant Property

Legal: Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a Final Plat (based on General Plan 2105PC085) to create a new 24-lot residential subdivision, named Florence Gardens Phase IX. This new subdivision is a continuation of Florence Gardens residential development.

Regulations state that the minimum property size for new single-family home in this zoning district is 10,000 square feet with a front yard setback of 25 feet and a side and rear yard setback of 8 feet. Street access created for this is connected to existing roadways and provides an ingress and egress to the current traffic network.

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

EXECUTIVE SUMMARY

This project has met all of the city requirements and stayed consistent with the General Plan.

Any approval should consider these conditions:

1. Needs a tree survey and tree replacement plan. The tree survey only needs to show protected trees
2. Area south of lot 7 is an un-typed property. It is too small to fit zoning regulations for a lot. Provide detail.
3. Include all water, sewer, and drainage with final plans.
4. 2 copies Mylar, 1 copy Linen must be submitted before case can be heard by City Council.

M. 2

Technical Report
Final Plat
(Florence Gardens Phase IX)

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 4/22/22.

Public Works: No conditions. Memo dated 4/22/22.

Traffic and Safety: No conditions. Memo dated 4/21/22.

Building Code Services: No comments as of 4/22/22.

GIS: Conditions: Include all Water, Sewer and Drainage with final plans. Memo dated 4/21/22.

Police Department: No conditions. Memo dated 4/21/22.

Fire Department: No conditions. Memo dated 4/21/22.

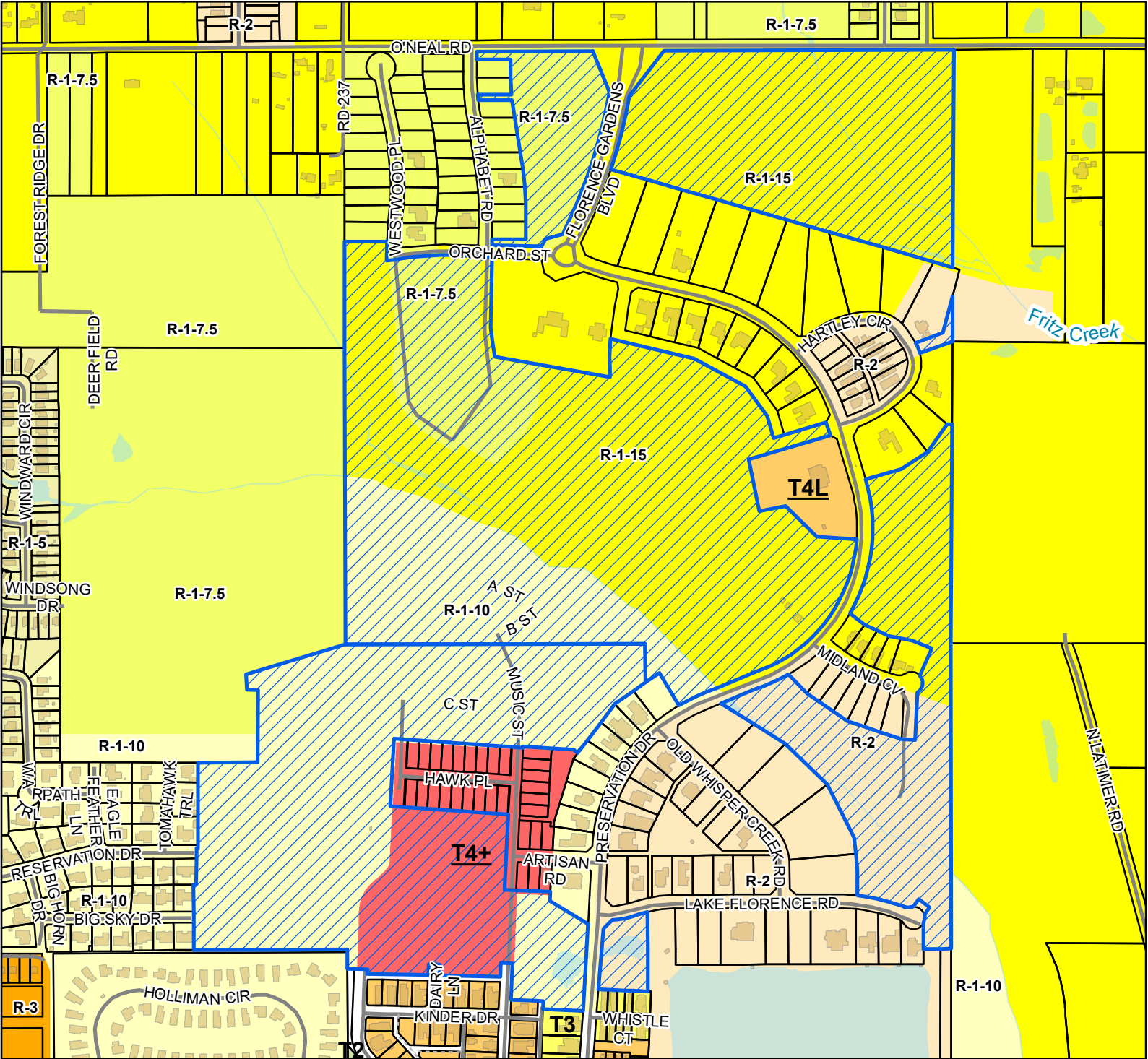
City Arborist: Conditions: Needs a tree survey and tree replacement plan. The tree survey only needs to show protected trees. Memo dated 4/19/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Site

Street

Alley

Parcels

Buildings

Water Features

T4+

T4L

T3

T2

Smart Code

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)

Zoning

0908C-01-001.000

0908E-01-001.001

Zoning: R-1-10 (Single-family) and R-1-15 (Single-family)

Size: 168 acres

Flood: X

Site Information

0 100 200 300

Yards

1 inch = 615 feet

N

W

E

S

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



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

APPLICATION FOR FINAL PLAT

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
						-			-				•			

For Staff Use Only
Case File #: 2204 PC 062
Date Received: 3/4/22
Receipt #: _____
Received By: CL
Zoning: R-1-10 / R-1-15
Ward: _____ Flood: _____
Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: South of Orchard Street; North of Hawk Place; Near Western Property Boundary

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 24 lots for the purpose of sale from home development

OWNERSHIP AND CERTIFICATION:

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

OWNER

Florence Gardens, LLC

Printed Name Of Owner
12321 Preservation Drive

Mailing Address

Gulfport MS 39503

City State Zip code
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.

February 21, 2022

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

**RE: Authority to Act as Agent – Final Plat Approval
Florence Gardens, Phase 9
(Tax Parcel No(s): 0908E-01-001.001 and 0908C-01-001.000)
Gulfport, Mississippi**

To Whom It May Concern:

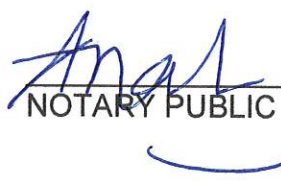
This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Orchard Street; North of Hawk Place, Gulfport, Mississippi (also being tax parcel: 0908E-01-001.001 and 090C-01-001.000).

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

Sincerely,



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



NOTARY PUBLIC



February 21, 2022

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

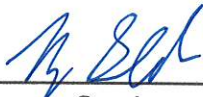
**RE: Covenants
Florence Gardens, Phase 9
(Tax Parcel No(s): 0908C-01-001.000 and 0908E-01-001.001)
Gulfport, Mississippi**

To Whom It May Concern:

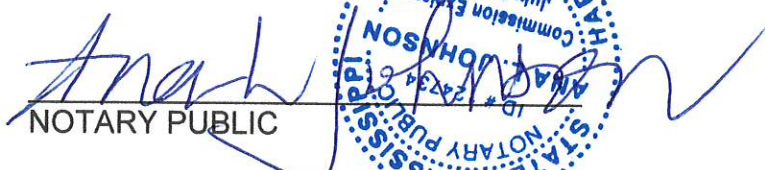
This is to advise that Florence Gardens, LLC, currently owns property, more specifically located West of Florence Gardens Boulevard; South of Orchard Street, Gulfport, Mississippi (also being tax parcel: 0908C-01-001.000 and 0908E-01.001.001).

With this letter, 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 # 0908E-01-001.001 or 0908C-01-001.000.

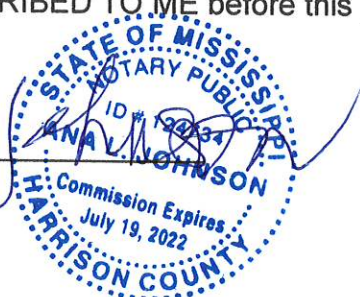
R. Goldin
FLORENCE GARDENS, LLC

DATE: 2-22-22

VICE PRESIDENT
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 22 day of Feb, 2022.

Ana L. Johnson
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



J. Goldin
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

34054-09

~~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.

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, S00°13'23"W 25.84' 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 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°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 CORNER OF THE SOUTHWEST 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°48'18"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 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 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°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 11.28 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°32'06" 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 80.57 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

Prepared By and Return to:
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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.

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 or 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.

February 28, 2022

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

**RE: Application for Final Plat
Florence Gardens, Phase 9
Gulfport, Mississippi**

Dear Mr. Holmes:

Enclosed is a complete Application for Final Plat for Tax Parcel No(s). 0908C-01-001.000 & 0908E-01-001.001. 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 for Application Fee

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

Sincerely,



Nicholas Gant, P.E.

Enclosures

FLORENCE GARDENS

PHASE 9

A SUBDIVISION LOCATED IN 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 the SE 1/4 and the SW 1/4 of the NE 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:

Beginning at a 1/2" iron rod found at the Northwest corner of Florence Gardens, Phase 6, as recorded in Plat Book 56, Page 56, said Point Of Beginning having grid coordinates N.350316.85 and E.912675.04 based on the Mississippi State Plane Grid Coordinate System, East Zone, (2301), NAD '83, U.S. Survey feet, coordinates and courses herein are grid values based on said grid coordinate system using a scale factor of 0.999955869 with a convergence angle of -00°06'54.63465" (at the Point Of Beginning); thence S 03°14'42" W 118.94 feet along the West boundary of Florence Gardens, Phase 6 to a 1/2" iron rod set; thence West 150.14 feet to a 1/2" iron rod set; thence N 03°18'34" E 284.49 feet to a 1/2" iron rod set; thence N 04°35'26" W 54.07 feet to a 1/2" iron rod set; thence N 21°20'58" W 61.54 feet to a 1/2" iron rod set; thence N 17°35'17" W 90.80 feet to a 1/2" iron rod set; thence N 10°03'24" W 64.04 feet to a 4"x6" wood post found at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 2; thence N 00°25'18" W 387.60 feet to a 1/2" iron rod set; thence N 05°09'35" E 99.74 feet to a 1/2" iron rod set; thence N 15°45'02" E 99.75 feet to a 1/2" iron rod set; thence N 26°32'59" E 99.75 feet to a 1/2" iron rod set; thence S 58°03'03" E 150.00 feet to the beginning of a curve to the right; thence Northeastly 103.18 feet along said curve being concave to the Southeast, having a central angle of 15°33'24", with a radius of 380.00 feet, and also having a chord bearing and distance of N 39°43'39" E 102.86 feet to a 1/2" iron rod set; thence N 40°13'55" W 10.01 feet to a 1/2" iron rod set at the beginning of a curve to the right; thence Northeastly 16.29 feet along said curve being concave to the Southeast, having a central angle of 02°23'35", with a radius of 390.00 feet, and also having a chord bearing and distance of N 48°45'38" E 16.29 feet to a 1/2" iron rod set at the beginning of a curve to the left; thence Northeastly 98.45 feet along said curve being concave to the Northwest having a central angle of 20°08'54", with a radius of 280.00 feet, and also having a chord bearing and distance of N 39°52'59" E 97.98 feet to a 1/2" iron rod set; thence N 29°48'32" E 152.11 feet to a 1/2" iron rod set; thence S 55°38'03" E 70.22 feet to a 1/2" iron rod set; thence S 29°48'32" W 148.63 feet to the beginning of a curve to the right; thence Southwesterly 123.08 feet along said curve being concave to the Northwest, having a central angle of 20°08'54", with a radius of 350.00 feet, and also having a chord bearing and distance of S 39°52'59" W 122.45 feet to the beginning of a curve to the left; thence Southwesterly 87.76 feet along said curve being concave to the Southeast, having a central angle of 15°42'45", with a radius of 320.00 feet, and also having a chord bearing and distance of S 42°06'03" W 87.48 feet to a 1/2" iron rod set; thence S 58°27'27" E 139.41 feet to a 1/2" iron rod set; thence S 37°17'13" W 61.23 feet to a 1/2" iron rod set; thence S 00°26'37" E 392.79 feet to a 1/2" iron rod set; thence S 21°48'58" E 155.23 feet to a 1/2" iron rod set; thence S 03°15'05" W 195.58 feet to a 1/2" iron rod set; thence N 86°45'18" W 117.48 feet to a 1/2" iron rod set; thence S 03°14'42" W 149.35 feet to a 1/2" iron rod found on the North boundary of said Florence Gardens, Phase 6; thence N 86°45'18" W 60.00 feet along said North boundary to the Point Of Beginning.

The above described parcel of land containing 379.49 square feet, or 8.712 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 FLORENCE GARDENS, PHASE 9 and further dedicates the streets and easements as shown hereon to the City of Gulfport forever.

WITNESS my signature this the _____ day of _____, 2022.

FLORENCE GARDENS, LLC

By:

RYAN GOLDIN, Manager/Member

ACKNOWLEDGMENT

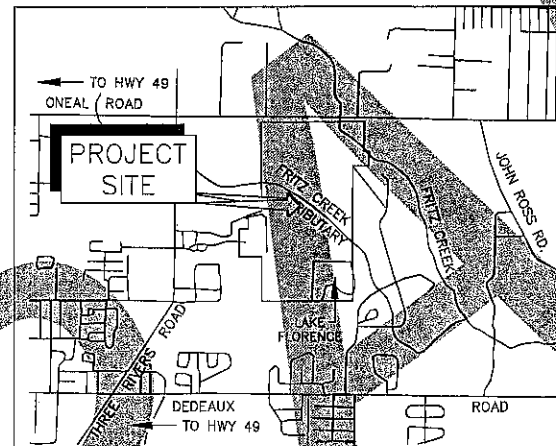
State of Mississippi
County of Harrison

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 _____, 2022.

My commission expires:

NOTARY PUBLIC



VICINITY MAP
(N.T.S.)

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

The Plat of FLORENCE GARDENS, PHASE 9 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 _____, 2022.

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 _____, 2022.

Billy Hewes
Mayor, City of Gulfport

F.B. "Rusty" Walker, IV
Council President, 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 _____, 2022.

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 _____, 2022.

My commission expires:

NOTARY PUBLIC

CERTIFICATE OF RECORDATION

Filed and recorded by duplicate in the Record of Plots of Harrison

County, Mississippi, in Plat Book _____, Page _____, on the _____ day of _____, 2022.

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 9 and find the same to be an exact duplicate thereof.

CHANCERY CLERK

DEPUTY CLERK

JEFFREY C. COLLINS, P.S.

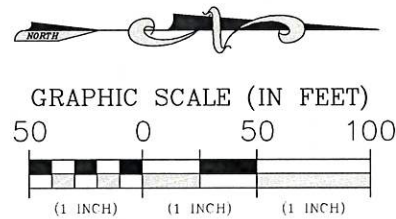
CITY ENGINEER'S APPROVAL

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 _____, 2022.

Wayne E. Miller, P.E.
Gulfport City Engineer

SHEET 1 OF 3



Bearings and distances are based on the Mississippi State Plane Grid 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

LEGEND

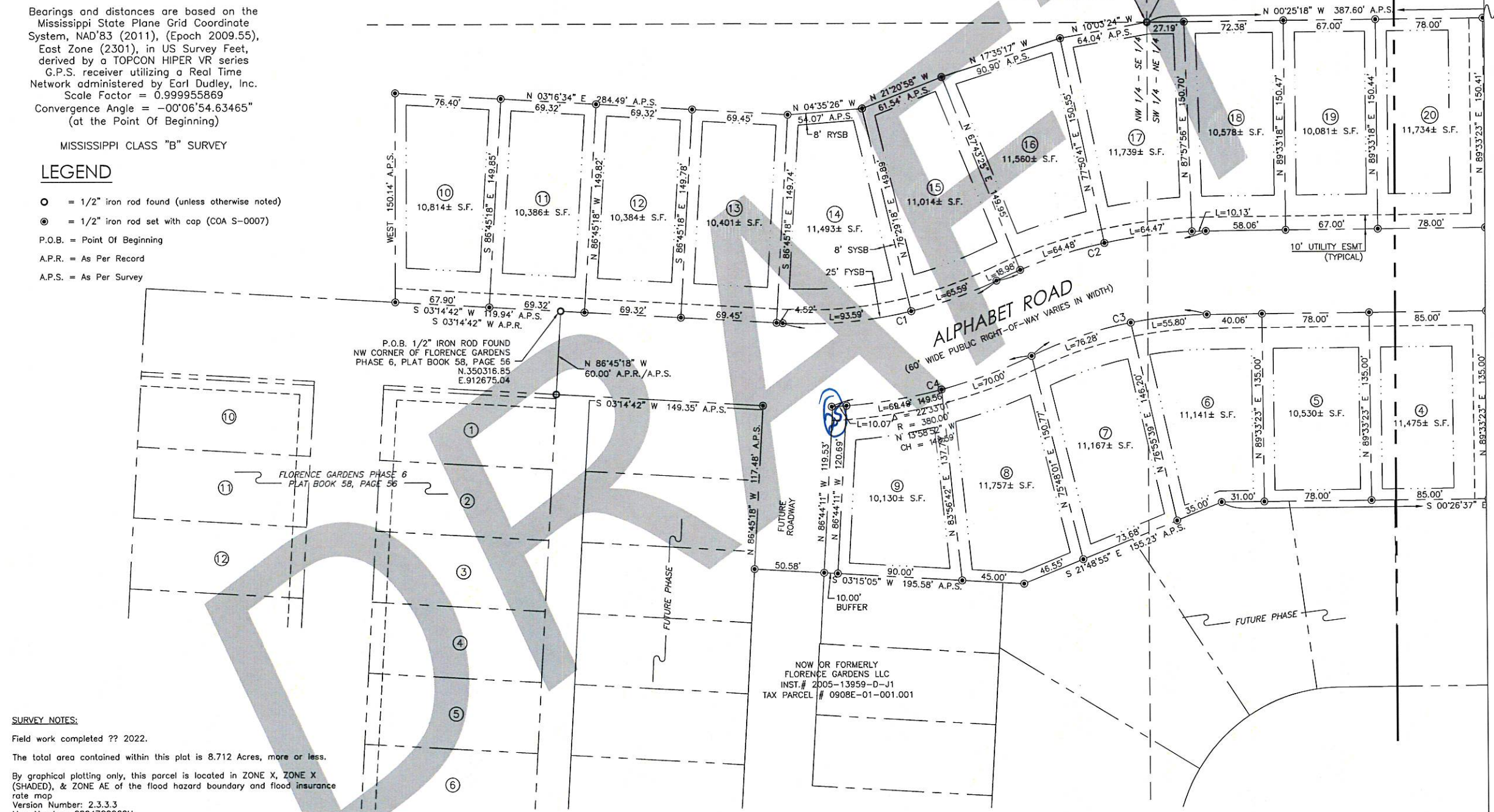
- = 1/2" iron rod found (unless otherwise noted)
- = 1/2" iron rod set with cap (COA S-0007)

P.O.B. = Point Of Beginning

A.P.R. = As Per Record

A.P.S. = As Per Survey

CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C1	159.18'	28°30'04"	320.00'	N 11°00'20" W	157.54'
C2	147.93'	23°13'18"	365.00'	S 13°38'43" E	146.92'
C3	132.08'	24°48'45"	305.00'	S 12°50'59" E	131.05'
C4	149.56'	22°33'01"	380.00'	S 13°58'52" E	148.59'



SURVEY NOTES:

Field work completed ?? 2022.

The total area contained within this plat is 8.712 Acres, more or less.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED), & ZONE AE of the flood hazard boundary and flood insurance rate map.

Version Number: 2.3.3.3
Map Number: 28047C0260H
Map Revised: December 21, 2017

BUILDING SETBACKS: Zone R1-10 (See Lots 14 & 21 for typical setbacks)

- FYSB (FRONT YARD SET BACK) 25'
- SYSB (SIDE YARD SET BACK) 8'
- Second Frontage 25'
- RYSB (REAR YARD SET BACK) 8'

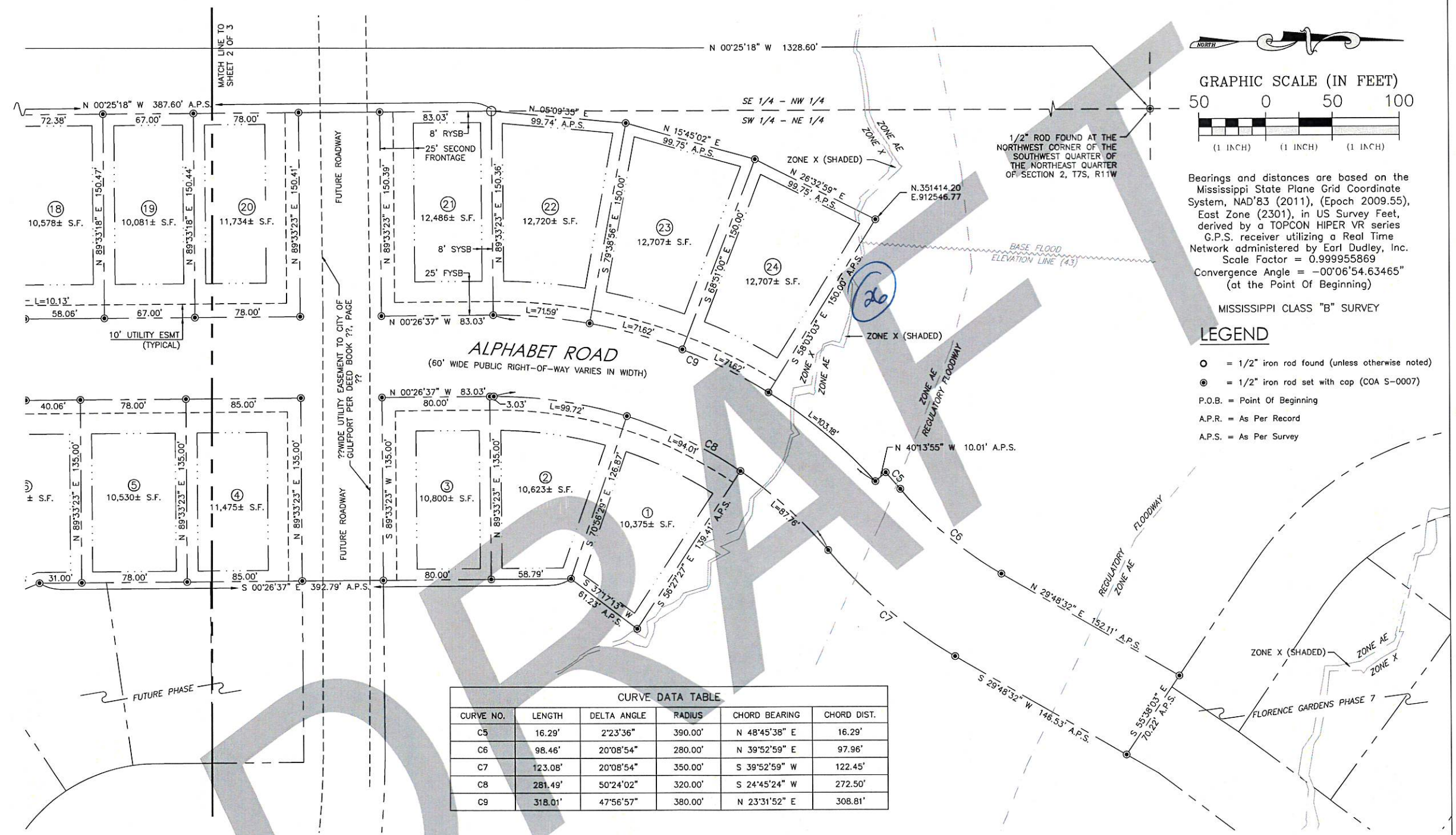
(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

FLORENCE GARDENS PHASE 9

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



CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C5	16.29'	2°23'36"	390.00'	N 48°45'38" E	16.29'
C6	98.46'	20°08'54"	280.00'	N 39°52'59" E	97.96'
C7	123.08'	20°08'54"	350.00'	S 39°52'59" W	122.45'
C8	281.49'	50°24'02"	320.00'	S 24°45'24" W	272.50'
C9	318.01'	47°56'57"	380.00'	N 23°31'52" E	308.81'

SURVEY NOTES:

Field work completed ?? 2022.

The total area contained within this plat is 8.712 Acres, more or less.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED), & ZONE AE of the flood hazard boundary and flood insurance rate map.

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FLORENCE GARDENS PHASE 9

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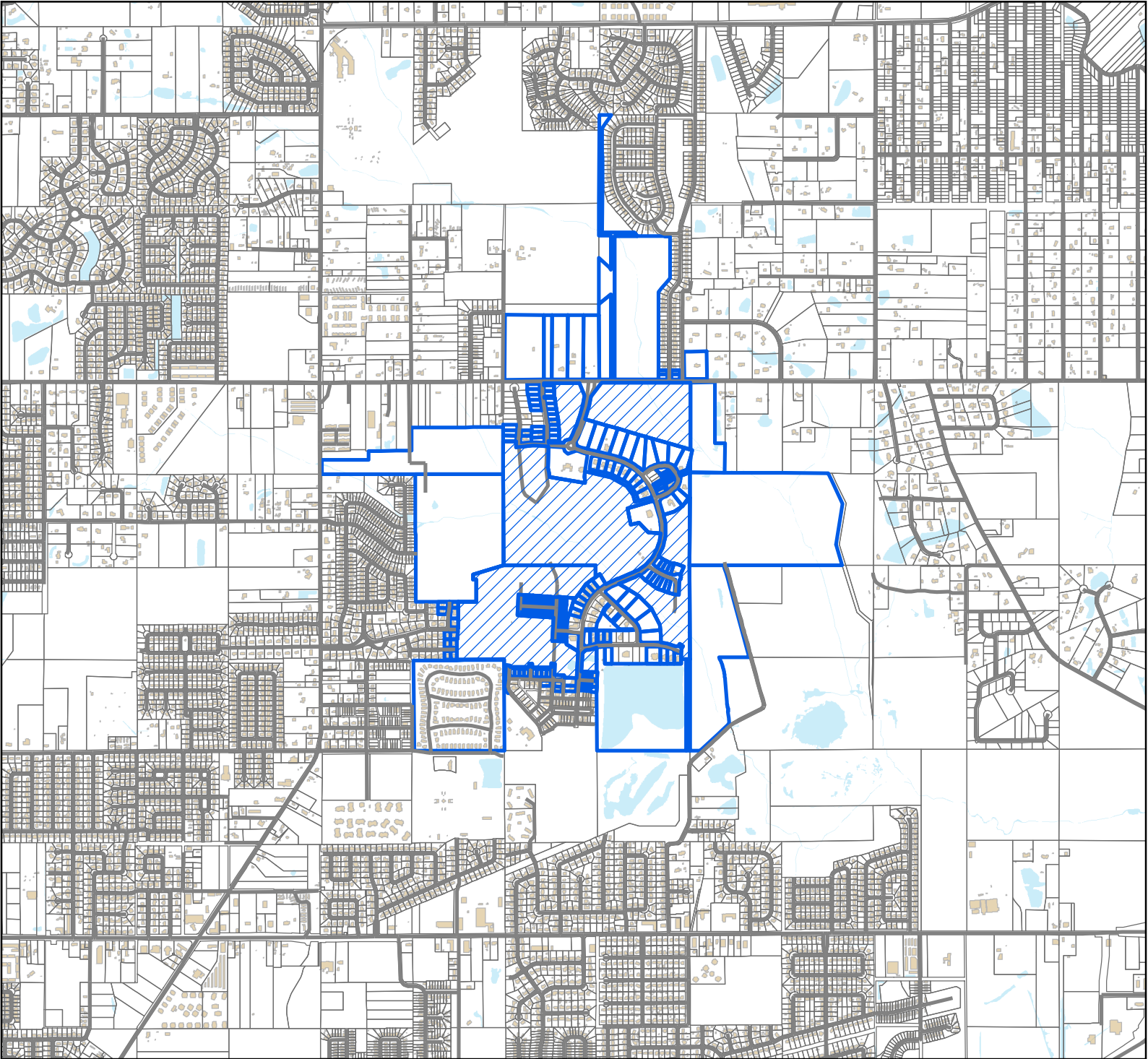


CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

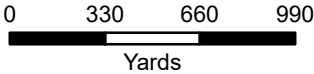
BROWN, MITCHELL
& ALEXANDER, INC.

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
Fax(228)436-7676

SHEET 3 OF 3



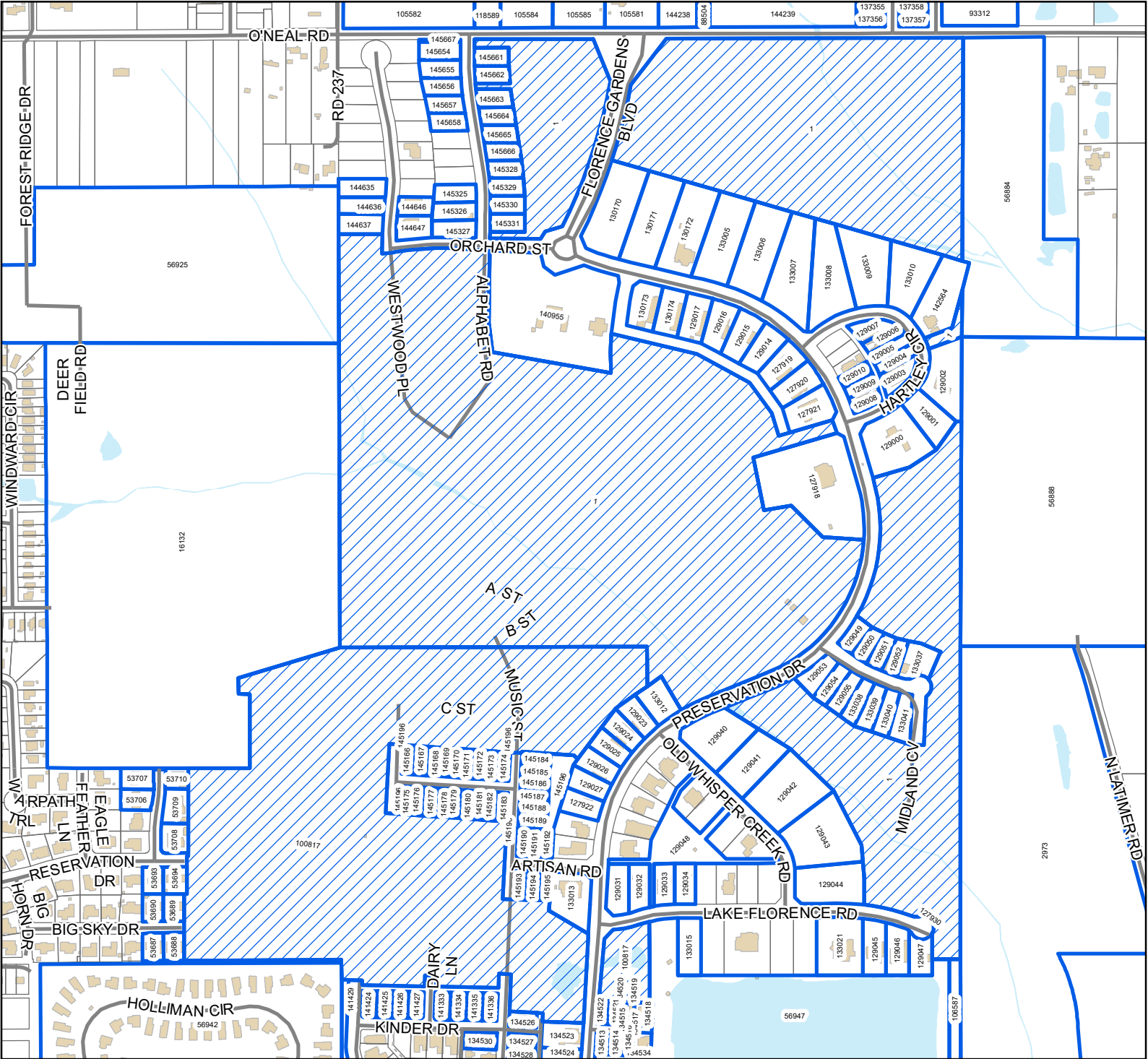
- Site
- Adjacent Properties
- Street
- Alley
- Buildings
- Water Features



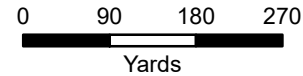
1 inch = 2,000 feet



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.



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



1 inch = 600 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			FLORENCE GARDENS LLC (OWNERS)	12321 PRESERVATION DR	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	12517 WESTWOOD PLACE	GULFPORT	MS	39503
	129031	0908F-01-018.000	BARBAY TROY & JILL JOIA	12366 THREE RIVERS RD	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
	145664	0908C-01-001.077	BOST GARY B & DONNA M	12554 ALPHABET RD	GULFPORT	MS	39503
	145665	0908C-01-001.078	BOWEN JOSEPH A & SHERRY A	12546 ALPHABET RD	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
	53689	0908E-01-062.000	CAMPBELL JOHNATHON	610 PALM COURT	GULFPORT	MS	39501
	137357	0907N-01-001.060	CHAMBERLAIN DEBORAH R	13000 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129003	0908C-01-001.008	CHAPUIS WILLIAM LYNN & BRENDA S	P O BOX 3121	GULFPORT	MS	39505
	53694	0908E-01-049.000	CLIFTON ROBERT VINCENT	136 RESERVATION DRIVE	GULFPORT	MS	39503
	129051	0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA C/O HELEN	2003 BOTTS DR	ARLINGTON	TX	76012
	134515	0908F-01-002.040	COBB DAPHNE	13141 WHISTLE COURT	GULFPORT	MS	39503
	145327	0908C-01-001.062	COOLEY MICHAEL T & WEEKS AMBER M	12505 ALPHABET RD	GULFPORT	MS	39503
	134521	0908F-01-002.046	CREEL JAMES E & NANCY A	13146 WHISTLE COURT	GULFPORT	MS	39503
	129002	0908C-01-001.007	CROMWELL JASON & JOANIE	P O BOX 3597	GULFPORT	MS	39505
	145188	0908E-01-001.107	DAINES JUDY & KENNETH	12208 MUSIC ST	GULFPORT	MS	39503
	53707	0908E-01-045.000	DAVISON MICHAEL A & LAKISHA T	104 TOMAHAWK TRAIL	GULFPORT	MS	39503
	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
	133013	0908F-01-043.000	DILTS BRENT C	12187 PRESERVATION DR	GULFPORT	MS	39503
	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
	144637	0908C-01-001.048	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145185	0908E-01-001.104	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	145189	0908E-01-001.108	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
N	145183	0908E-01-001.102	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145180	0908E-01-001.099	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145181	0908E-01-001.100	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145326	0908C-01-001.061	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145661	0908C-01-001.074	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145654	0908C-01-001.067	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145656	0908C-01-001.069	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145657	0908C-01-001.070	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145666	0908C-01-001.079	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145662	0908C-01-001.075	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	129004	0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	GULFPORT	MS	39503
	145187	0908E-01-001.106	ERICKSON MATTHEW EDWARD -ETAL-	12212 MUSIC ST	GULFPORT	MS	39503
	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
N	56925	0908D-01-015.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	M3	39503
N	130171	0908C-01-001.026	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	129040	0908F-01-027.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133015	0908F-01-045.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133041	0908F-01-040.004	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	129043	0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133009	0908C-01-001.034	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
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	16132	0908E-01-001.000	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	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	145169	0908E-01-001.088	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	145186	0908E-01-001.105	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	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	145667	0908C-01-001.080	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
	129027	0908F-01-014.000	FREITAG JOE & MARLA	P O BOX 2277	BAY ST LOUIS	MS	39521
	145191	0908E-01-001.110	FRIPP MATTHEW W & DENEKE	13230 ARTISAN RD	GULFPORT	MS	39503
	129009	0908C-01-001.014	GADDY BRYAN & HANNAH	12440 PRESERVATION DRIVE	GULFPORT	MS	39503
	145331	0908C-01-001.066	GAGNE CONSTANCE	12506 ALPHABET RD	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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	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
	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
	145658	0908C-01-001.071	HEAD TRACY G	12553 ALPHABET ROAD	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
	145184	0908E-01-001.103	HODA BRENDA	12224 MUSIC ST	GULFPORT	MS	39503
	145193	0908E-01-001.112	HODO DEVIN K & SARAH E JAMES	13233 ARTISAN RD	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
	129054	0908F-01-039.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY DR	GULFPORT	MS	39503
	129053	0908F-01-038.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY 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
	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 CONSORCIA S -TRUSTEE-	14481 AUTUMN CHASE	GULFPORT	MS	39503
	134514	0908F-01-002.039	LOVE GREG Z & PAM JO	807 S RIVERSIDE HARBOR RD	POST FALLS	ID	83854
	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
	145174	0908E-01-001.093	MANAS KENNETH SALVADOR & MICKI LE	13304 HAWK PLACE	GULFPORT	MS	39503
	134520	0908F-01-002.045	MASCARO ALEJANDRO E FERREIRA	13138 WHISTLE CT	GULFPORT	MS	39503
	127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
	145170	0908E-01-001.089	MCFARLAND JAMES A & SARAH O	13320 HAWK PLACE	GULFPORT	MS	39503
	53687	0908E-01-064.000	MCKINNEY JOHNNY F	111 BIG SKY DR	GULFPORT	MS	39503
	129041	0908F-01-028.000	MCVAY LARRY C II & EDIRNE A	12190 OLD WHISPER CREEK DR	GULFPORT	MS	39503
	145325	0908C-01-001.060	MELLO JOAQUIN NICOLAS & NICOLE T	12521 ALPHABET RD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	145192	0908E-01-001.111	MIRICK CAROLYN	13226 ARTISAN 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
	145663	0908C-01-001.076	PETERSON TODD MICHAEL & JANA MARIE	12562 ALPHABET RD	GULFPORT	MS	39503
	137358	0907N-01-001.061	PHAN JENNIFER HUYEN & HO GIAU THI N	13008 TURTLE CREEK PKWY	GULFPORT	MS	39503
	141333	0908F-01-053.000	PIZZETTA DANETTE SHAW	13315 KINDER DR	GULFPORT	MS	39503
	129033	0908F-01-020.000	POOLE CRYSTAL DANIEL & MARCUS	13140 LAKE FLORENCE ROAD	GULFPORT	MS	39503
	145655	0908C-01-001.068	POOLE LARRY SR & CRYSTAL A	12577 ALPHABET 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
	141336	0908F-01-056.000	REGISTER MARK A & JANICE M	13303 KINDER DR	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
	145182	0908E-01-001.101	RIVERS SHELIA L	13309 HAWK PL	GULFPORT	MS	39503
	129017	0908C-01-001.022	SERNA MARVIN JR	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
	145329	0908C-01-001.064	SISSON FALON R & ADAM P	12522 ALPHABET RD	GULFPORT	MS	39503
	129005	0908C-01-001.010	SMITH RONNIE J & JESSICA ANNE	13055 HARTLEY CIRCLE	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
	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
	145190	0908E-01-001.109	TOMKO CAROLYN	765 WEST MCHENRY RD	MCHENRY	MS	39561
	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
	129001	0908C-01-001.006	VO SANG & HONG-AN NGUYEN	10219 BELLE VUE RD	D'IBERVILLE	MS	39540
	56888	0908B-01-008.000	W C FORE TRUCKING CO INC	14270 CREOSOTE RD	GULFPORT	MS	39503
	129046	0908F-01-033.000	WALTZ ROBERT D & BRENDA M	13087 LAKE FLORENCE DRIVE	GULFPORT	MS	39503
	53706	0908E-01-044.000	WANZO VICTORIA L & WILLIE JR	102 TOMAHAWK TRAIL	GULFPORT	MS	39503
	145195	0908E-01-001.114	WARD DORIS DUNCAN	13225 ARTISAN RD	GULFPORT	MS	39503
	129049	0908C-01-001.023	WARD PHILLIP	13062 MIDLAND COVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	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 RD	GULFPORT	MS	39503
	145168	0908E-01-001.087	WOLD ROBIN L & GREGORY E	13328 HAWK PLACE	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

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:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< 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: April 28, 2022

Re: Planning Commission Approval 2204PC064:

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2204PC064

Hearing Date: April 28, 2022

Current Zoning/Use: R-B / Vacant property

Legal: Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

TECHNICAL DETAILS

The applicant requests permission to have a private lodge within the new development project they propose to develop. Conceptually, the lodge will be used as a sales office and property management office with additional functions of a mail kiosk and recreational facility limited to the residents. As mentioned by the applicant, "these amenities will add to the value of the development and the quality of life of the residents that live there." Couple this amenity to the idea that it should not cost any taxpayer dollars and it appears the city will benefit from the project.

On the side of caution with this project, the parking could become hazardous. With 164 units, an average of 1.88 cars per home, and an average of 2.2 trips per day, the potential for collisions with people backing into the roadway increases. Parallel, angled, and on-premises parking may be better alternatives to the current design. This site is currently subject to a variance (case 2204PC065) to remove all required parking on site. A unique scenario is occurring with this development, the Zoning Board may waive on-site parking requirements and the Planning Commission has the right to require changes to the street design.

On a final note, some consideration should be given that as a private lodge this could be converted to other types of private lodges that may conflict with the neighborhood. While this is unlikely to happen, it is still in the realm of possibility. Further, it should be considered that no rights to membership information was provided for review of who could be members.

EXECUTIVE SUMMARY

While the proposed use a good option for community and recreation in the neighborhood, care should be given over the availability of parking. The Planning Commission should consider alternative designs to the on street parking in the subdivision general plan 2204PC066.

Any approval should consider these conditions:

1. On-street parking in front of the building should be parallel parking.

Technical Report
PLANNING COMMISSION APPROVAL

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 4/22/22.

Public Works: No comments as of 4/22/22.

Traffic and Safety: No conditions. Memo dated 4/21/22.

Building Code Services: No conditions. Memo dated 4/21/22.

GIS: No conditions. Memo dated 4/21/22.

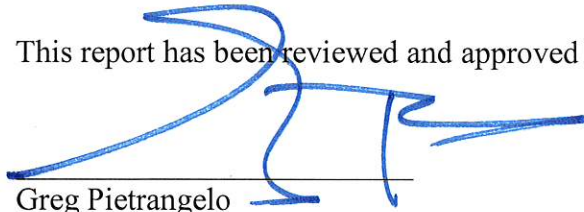
Police Department: No conditions. Memo dated 4/21/22.

Fire Department: No conditions. Memo dated 4/19/22.

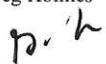
City Arborist: No conditions. Memo dated 4/19/22.

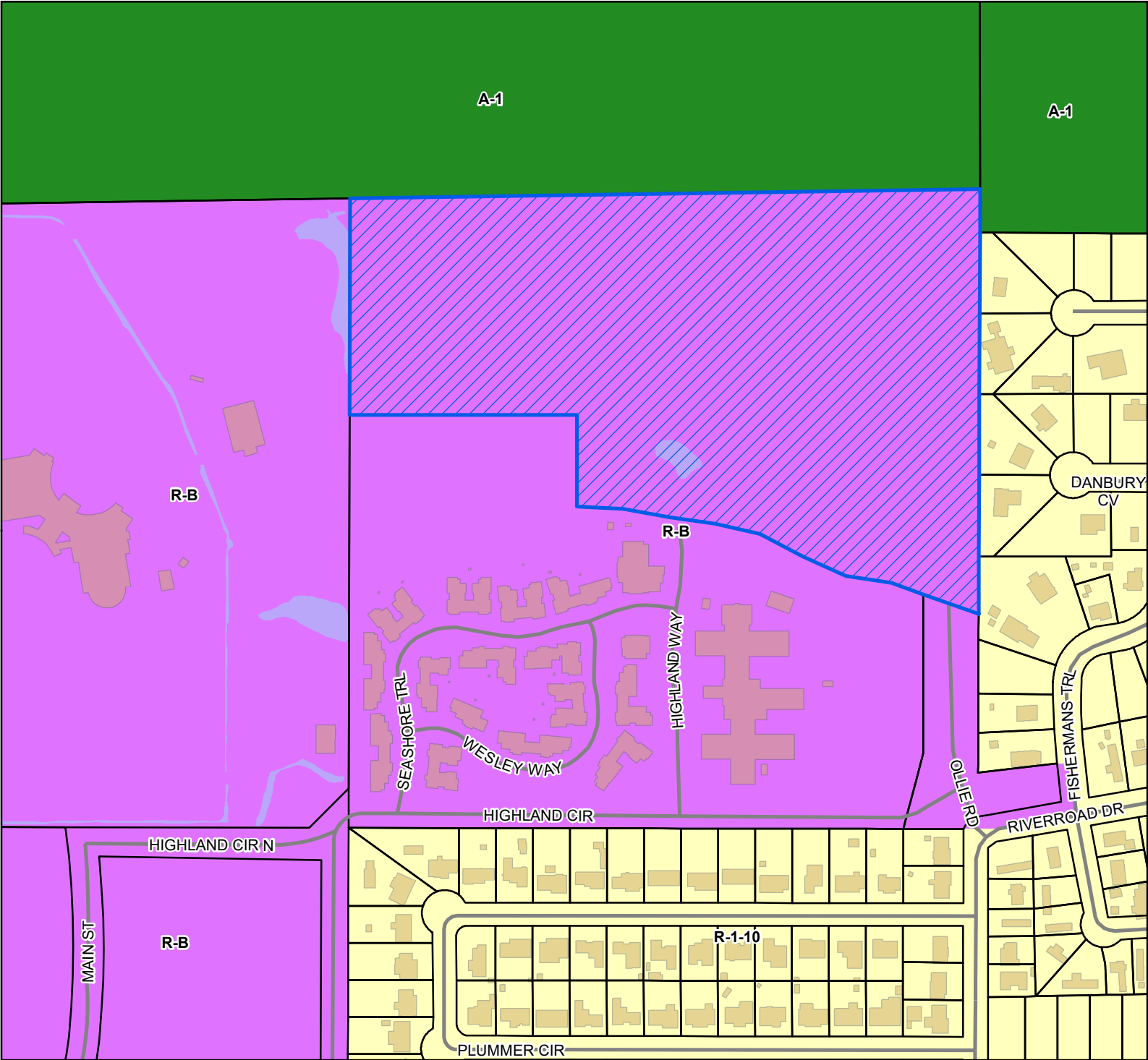
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department





Legend

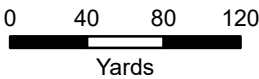
- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

- A-1 - Agricultural District
- R-1-10 - Single Family Residence (Low Density)
- R-B - Residence-Business District

Site Information

1008F-01-001.000
 Zoning: R-B (Residence business)
 Size: 20.1 acres
 Flood: AE, 0.2% Annual



1 inch = 300 feet



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



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

APPLICATION FOR PLANNING COMMISSION APPROVAL

For Staff Use Only

Case Number: 2204 PC 064Date Received: 3/7/2022Receipt Number: 11173563Received By: [Signature]

Zoning: _____

Ward: _____ Flood: _____

Size: _____

Property Information

TAX PARCEL #

1	0	0	8	F	-	0	1	-	0	0	1	●	0	0	0
					-			-				●			
					-			-				●			

(If necessary, use separate sheet of paper)

Address of Property Involved: NORTH OF OLLIE ROAD AT ITS INTERSECTION WITH HIGHLAND CR.Lot(s)⁴ _____, Block(s) _____, Subdivision GULFPORT HIGHLANDS RESUBDIVISIONGeneral Location: NORTH OF METHODIST SENIOR SERVICE'S SEASHORE HIGHLANDS FACILITY

GENERAL DESCRIPTION OF REQUEST:

REQUEST FOR A CLUBHOUSE WITH POOL TO BE CONSTRUCTED IN SUBDIVISION COMMON AREA FOR A
SUBDIVISION AMENITY AND FOR A PORTION OF THE CLUBHOUSE TO BE USED FOR LEASING/SALES/
PROPERTY MANAGEMENT OFFICE.

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

GH VILLAGE, LLC (NOEL SIMMS)

Printed Name of Owner
4680 HICKORY RIDGE

Mailing Address
JACKSON MS 39211
City State Zip code
601.260.6390

Home Phone Work/Cell Phone
NOELSIMMS@GMAIL.COM

Email

Signature of Owner

AGENT

KENNETH JONES II

Printed Name of Agent
919 2ND STREET

Mailing Address
GULFPORT MS 39501
City State Zip code
228.596.4471

Home Phone Work/Cell Phone
KENNETH@GCDEVELOPMENTDESIGN.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.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
GH Village, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1106538
Status:	Good Standing
Effective Date:	12/06/2016
State of Incorporation:	Mississippi
Principal Office Address:	4680 Hickory Ridge Jackson, MS 39211

Registered Agent

Name
Jay Norris 1076 Highland Colony Pkwy., Ste 100 Ridgeland, MS 39157

Officers & Directors

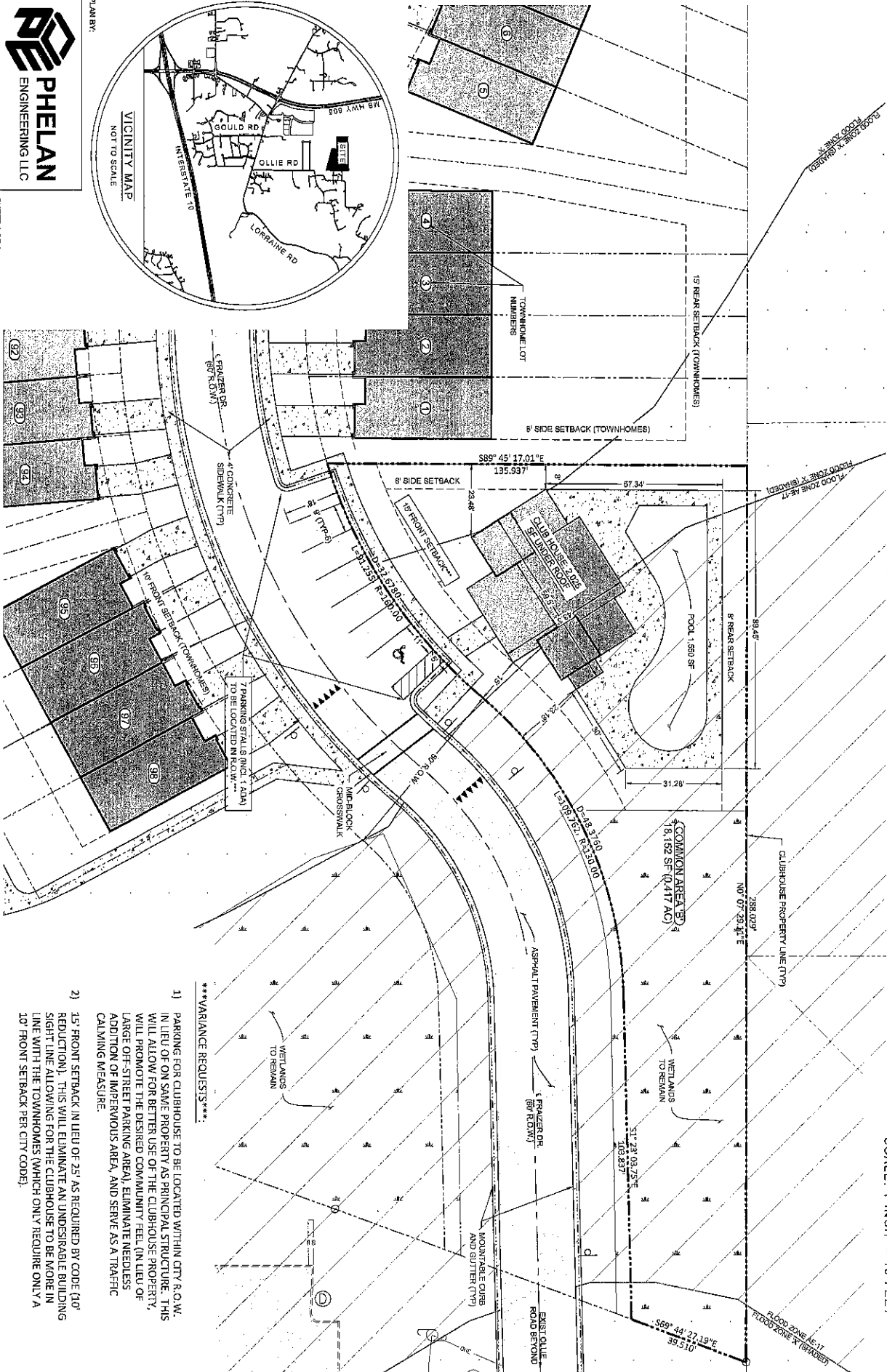
Name	Title
James A. Norris III 1076 Highland Colony Pkwy., Ste 100 Ridgeland, MS 39157	Organizer
Noel Simms 4680 Hickory Ridge Jackson, MS 39211	Member
John Simms 4680 Hickory Ridge Jackson, MS 39211	Member

THE CLUB HOUSE

AT HIGHLAND LAKE TOWNHOMES

LOCATED IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, 1ST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

SCALE: 1 INCH = 10 FEET

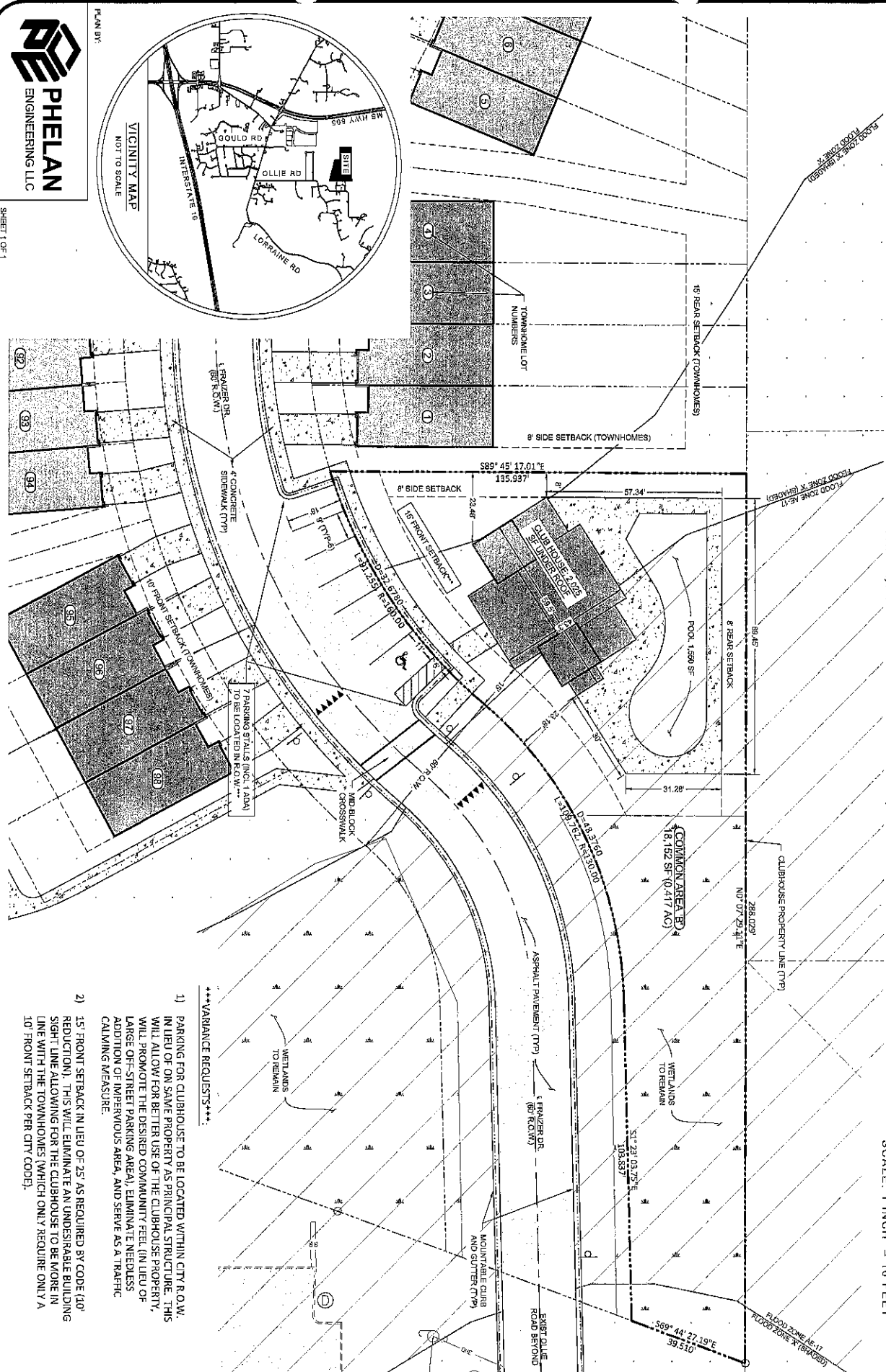
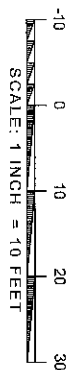


VARIANCE REQUESTS

- 1) PARKING FOR CLUBHOUSE TO BE LOCATED WITHIN CITY & O.W. IN LIEU OF ON SAME PROPERTY AS PRINCIPAL STRUCTURE. THIS WILL ALLOW FOR BETTER USE OF THE CLUBHOUSE PROPERTY, WILL PROMOTE THE DESIRED COMMUNITY FEEL (IN LIEU OF LARGE OFF-STREET PARKING AREA), ELIMINATE NEEDLESS ADDITION OF IMPERVIOUS AREA, AND SERVE AS A TRAFFIC CALMING MEASURE.
- 2) 15' FRONT SETBACK IN LIEU OF 25' AS REQUIRED BY CODE (10' REDUCTION). THIS WILL ELIMINATE AN UNDESIRABLE BUILDING SIGHT LINE ALLOWING FOR THE CLUBHOUSE TO BE MORE IN LINE WITH THE TOWNHOMES (WHICH ONLY REQUIRE ONLY A 10' FRONT SETBACK PER CITY CODE).

AT HIGHLAND LAKE TOWNHOMES

LOCATED IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, 1ST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI



VARIANCE REQUESTS

- 1) PARKING FOR CLUBHOUSE TO BE LOCATED WITHIN CITY R.O.W. IN LIEU OF ON SAME PROPERTY AS PRINCIPAL STRUCTURE. THIS WILL ALLOW FOR BETTER USE OF THE CLUBHOUSE PROPERTY, WILL PROMOTE THE DESIRED COMMUNITY FEEL, (IN LIEU OF LARGE OFF-STREET PARKING AREA), ELIMINATE NEEDLESS ADDITION OF IMPERVIOUS AREA, AND SERVE AS A TRAFFIC CALMING MEASURE.
- 2) 15' FRONT SETBACK IN LIEU OF 25' AS REQUIRED BY CODE (20' REDUCTION). THIS WILL ELIMINATE AN UNDESIRABLE BUILDING SIGHT LINE ALLOWING FOR THE CLUBHOUSE TO BE VISIBLE IN LINE WITH THE TOWNHOMES (WHICH ONLY REQUIRE ONLY A 10' FRONT SETBACK PER CITY CODE).

PLAN BY



SHEET 1 OF 4

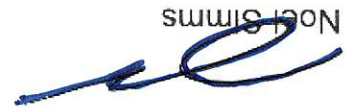
March 3, 2022

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

To Whom It May Concern:

Acting on behalf of GH Village LLC, please accept this letter authorizing Kenneth Jones of Gulf Coast Development and Design, LLC to act as agent regarding the proposed "Highland Lake Townhomes" project on Parcel ID 1008F-01-001.000.

Sincerely,


Noel Simms
GH Village LLC

State of Mississippi
County of Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 04 day of MAR, 2022, within my jurisdiction, the within named Noel Simms [name(s) of person(s)] acknowledged that (he)(she)(they) executed the above and foregoing instrument.

Name: Andrea D. Thorn
My Commission Expires: Feb 27, 2026



Written Statement

Planning Commission Approval

We are applying for a request to allow a clubhouse with pool and a mailbox kiosk to be constructed in the common area of the subdivision known as Highland Lake Townhomes. The clubhouse will also have an office that will be used for leasing, sales, and property management of the development. These areas will be subdivision amenities for the development and will help increase the value and long-term sustainability and the quality of life of the residents.

- The building and pool will have no impact on transportation and access. There will be adequate off-site street parking in front of the building.
- The site has adequate water supply for the clubhouse and Pool.
- The site has adequate capacity for waste disposal.
- The building will be constructed to meet all Fire codes and will have no effect on police protection.
- The site will not cause undue traffic congestion or create a traffic hazard. The on-street parking will be for residents and potential residents only and will have limited visitors on a daily basis.
- The proposed clubhouse and pool is in harmony with the orderly and appropriate development of the R-B district. These amenities will add to the value of the development and the quality of life of the residents that live there.



John H. Geary, Jr. 1st Judicial District
Instrument 2017 896 D - J1
Filed/Recorded 2/14/2017 09:26 A
Total Fees \$ 13.00
6 Pages Recorded

Indexing instructions

T7S, R10W, Section 6: SE 1/4 of SE 1/4
T7S, R10W, Section 5: NW 1/4 of SW 1/4

Prepared by

John H. Geary, Jr. (MS Bar No. 101540)
Copeland, Cook, Taylor & Bush, P.A.
P.O. Box 6020
Ridgeland, MS 39158
601-856-7200

Grantor

Gulfport Highlands Development, L.P.
4680 Hickory Ridge Road
Jackson, MS 39211
601-260-6390

Grantee

GH Village, LLC
4680 Hickory Ridge Road
Jackson, MS 39211
601-260-6390

WARRANTY DEED

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WHEREAS, Gulfport Highlands Development, L.P., a Delaware limited partnership (“**Grantor**”), owns fee simple title to a parcel of real property in the Southeast 1/4 of Section 6, Township 7 South, Range 10 West, Harrison County, Mississippi, described more particularly in Exhibit A attached to and made part of this agreement, and referred to herein as the “GH Village Parcel.”

WHEREAS, Grantor also owns fee simple title to a parcel of real property located in the in the Southeast 1/4 of Section 6 and the Northwest 1/4 of Section 5, Township 7 South, Range 10 West, Harrison County, Mississippi, lying adjacent to the GH Village Parcel, described more

2

particularly in Exhibit B attached to and made part of this agreement, and referred to herein as the "Common Area Parcel."

WHEREAS, Grantor wishes to convey to GH Village, LLC ("Grantee") the GH Village Parcel and to grant and convey to Grantee an access easement on and across the Common Area Parcel. For reference only, a plat is attached hereto as Exhibit C. On Exhibit C, the GH Village Parcel is shown as "Lot 4," and the Common Area Parcel is shown in an orange color.

THEREFORE, 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 which are hereby acknowledged, Grantor does hereby grant, convey and warrant to Grantee the GH Village Parcel, together with all improvements situated thereon, all appurtenances thereto belonging and all licenses, contracts, easements and other agreements associated therewith.

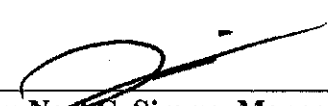
Grantor does hereby grant, convey and warrant to Grantee a perpetual, non-exclusive easement, on, across and over the Common Area Parcel for access to the GH Village Parcel to and from Ollie Road or other public road. The easement granted hereby shall be appurtenant to and for the benefit of the GH Village Parcel. The easement granted hereby includes access to and the right to use any road now existing or in the future constructed on the Common Area Parcel. Grantor reserves the right to dedicate any part or all of the Common Area Parcel as a public road, and Grantee acknowledges that the perpetual easement in favor of the GH Village is subject to Grantor's right to dedicate a public road.

This conveyance is made subject to any and all applicable building restrictions, protective and restrictive covenants, rights of way, easements, and previous reservations and conveyances of oil, gas and mineral rights and interests applicable to the property conveyed hereby.

WITNESS the signature of the Grantor on December 29, 2016.

**GULFPORT HIGHLANDS DEVELOPMENT,
L.P., a Delaware limited partnership**

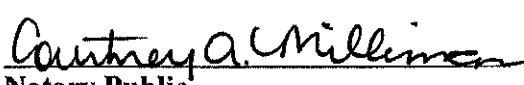
**By: Its General Partner, GULFPORT
HIGHLANDS MANAGEMENT, LLC, a manager
managed Delaware limited liability company**


**By: Noel C. Simms, Manager of Gulfport Highlands
Management, LLC**

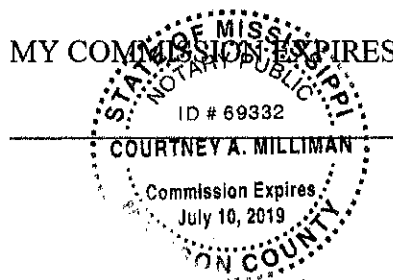
STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 27th day of January, 2017, within my jurisdiction, the within named **Noel C. Simms**, who acknowledged to me that he is **Manager of Gulfport Highlands Management, LLC**, a manager managed Delaware limited liability company, which is the **General Partner of Gulfport Highlands Development, L.P.**, a Delaware limited partnership, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.


Notary Public

MY COMMISSION EXPIRES:



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EXHIBIT A

Attached to and made part of that certain warranty deed dated December 29, 2016
from Gulfport Highlands Development, L.P. as Grantor
to GH Village, LLC as Grantee

LEGAL DESCRIPTION OF THE GH VILLAGE PARCEL

LOT 4

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, using a combined factor of 0.999957410 and a convergence angle of -00°05'45.73468".

A 20.13 acre, more or less, parcel of land lying in the NE 1/4 of the SE 1/4 of Section 6, Township 7 South, Range 10 West, Harrison County, MS and being more particularly described by metes and bounds as follows:

Commence at a 2" pipe found at the northwest corner of the SE 1/4 of the SE 1/4 of Section 6, Township 7 South, Range 10 West, Harrison County, MS, run South 89°56'13" East along the south line of the NE 1/4 of the SE 1/4 of said Section 6 for 1,196.75 feet; thence, leave said south line and run North 15°36'25" East for 166.13 feet; thence run North 01°57'38" West for 346.09 feet to the POINT OF BEGINNING of the herein described parcel.

From said POINT OF BEGINNING, thence run North 70°16'33" West for 72.13 feet; thence run North 81°42'14" West for 100.40 feet; thence run North 66°48'47" West for 101.63 feet; thence run North 62°39'52" West for 104.74 feet; thence run North 77°13'18" West for 100.48 feet; thence run North 82°28'03" West for 100.03 feet; thence run North 80°49'23" West for 100.37 feet; thence run North 87°47'04" West for 100.00 feet; thence run North 00°05'14" East for 198.48 feet; thence run South 89°56'28" West for 478.68 feet to the west line of said NE 1/4 of the SE 1/4; thence run North 00°05'14" East along said west line for 455.00 feet to the north line of said NE 1/4 of the SE 1/4; thence run North 89°56'28" East along said north line for 1362.81 feet to the east line of said NE 1/4 of the SE 1/4; thence run South 00°07'30" West along said east line for 884.33 feet; thence, leaving said east line, run North 70°16'33" West for 141.62 feet back to the POINT OF BEGINNING.

5

EXHIBIT B

Attached to and made part of that certain warranty deed dated December 29, 2016
from Gulfport Highlands Development, L.P. as Grantor
to GH Village, LLC as Grantee

LEGAL DESCRIPTION OF THE COMMON AREA PARCEL

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, using a combined factor of 0.999957410 and a convergence angle of -00°05'45.73468".

A parcel of land containing 1.81 acres, more or less, and being situated in the Northeast Quarter of the Southeast Quarter of Section 6 and also in the Northwest Quarter of the Southwest Quarter of Section 5, both in Township 7 South, Range 10 West, Harrison County, MS and also containing all of Lot 119 of Retreat Village (a subdivision plat on file in the office of the Harrison County Chancery Clerk in Plat Book 27 at Page 12A). Said 1.81 acre parcel being all of Common Areas A, B, and C as well as the Proposed Future Public Road ROW To Be Publicly Dedicated as shown on the plat of Gulfport Highlands (a resubdivision plat on file in the office of the Harrison County Chancery Clerk as Instrument 2008 6052D J1) and being more particularly described as follows:

BEGIN at a found 1/2" rebar at the southeast corner of Lot 4 of Gulfport Highlands, and thence run N 70°16'33" W along the south line of said Lot 4 for a distance of 141.62 feet to a found 1/2" rebar at the northeast corner of Lot 3 of Gulfport Highlands; thence run S 01°57'38" E along the east line of said Lot 3 for a distance of 346.09 feet to a found 1/2" rebar at an angle point on said east line; thence run S 15°36'25" W along said east line for a distance of 166.13 feet to a found 1/2" rebar on the south line of the Northeast Quarter of the Southeast Quarter of Section 6; thence run S 89°56'13" E along said south line for a distance of 165.17 feet to a PK nail set on the east line of said Northeast Quarter of the Southeast Quarter of Section 6; thence run N 00°07'30" E along said east line for a distance of 27.80 feet to a PK nail set on the south line of Lot 119 of Retreat Village Subdivision and also on the north right of way line of Riverroad Drive; thence run N 80°07'30" E along said north right of way line for a distance of 180.64 feet to a found 1/2" rebar on the west right of way line of Fisherman's Trail; thence run N 09°52'30" W along said west right of way line for a distance of 58.00 feet to a found 1/2" rebar; thence, continuing along said west right of way line, run northerly on and along the arc of a curve to the right to a found 1" pipe on the north line of the aforesaid Lot 119, said curve having a radius of 1174.34 feet, an arc length of 26.99 feet, a chord bearing of N 09°12'32" W, a chord length of 26.99 feet, and a delta angle of 01°19'01"; thence, leaving said right of way line, run S 81°26'30" W along the north line of said Lot 119 for a distance of 165.34 feet to a found 1/2" rebar on the east line of the aforesaid Northeast Quarter of the Southeast Quarter of Section 6; thence run N 00°07'30" E along said east line for a distance of 340.32 feet back to the **POINT OF BEGINNING**, and containing 1.81 acres, more or less.

EXHIBIT

tabbles



Planning, Engineering, Management
180 Country Place Parkway Pearl, MS 39206
501.933.7878
FAX 601.932.5789

FLOOD MAP
This is to certify that by graphic determination the above plotted property is in a "Zone X" no shading (area determined to be outside the 500-year flood plain) and "Zone X" shaded (area of 500-year flood, areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 100-year flood) according to the FEMA/FIRM map number 28253000350 with an effective date of October 4, 2002.

All bearings on this plat are referenced to and based on Mississippi State Plane Grid North (East Zone - NAD 83) as derived from GPS observations using GNSS solutions computed from Station Space On Core AP, Station Core AP, and Mobile Point 1 Core AP. (NAD 83, E=424562.88)
[Convergence -00545.73468", Combined Factor 0.999957410].

Class "B" Survey

Reference Materials
Tax and Chancery Records
Subdivision Plats

Retired Village (Plat Book 27 Page 12A)
Oakleigh Manor North Subdivision (Plat Book 38 Page 58A)
Right of Way Plans for SR 605 (Proj. # SIP-319-9371-00(002))
First American Title Insurance Company Title Insurance Commitment
(File No. 411-121-08 Dated 5/23/07)

Date of Field Survey - November 7-14, 2006

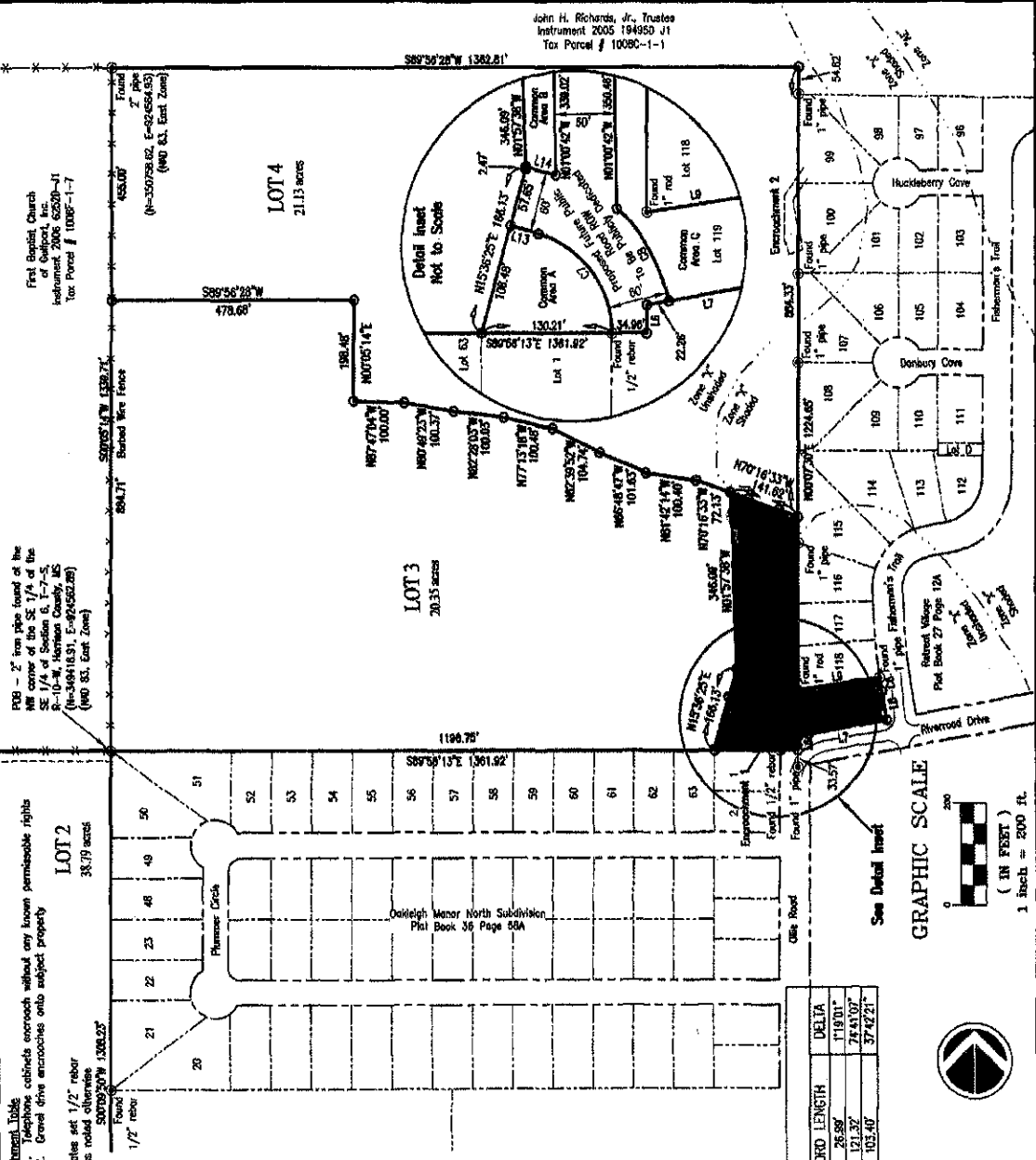
LINE	BEARING	LENGTH
L5	N89°07'30"E	27.80'
L6	N89°07'30"E	100.64'
L7	N89°32'30"W	58.00'
L8	S81°26'30"W	185.34'
L13	N74°23'35"W	28.00'
L14	N74°23'35"W	31.33'

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH	DELTA
C5	1174.34'	26.80'	N82°13'21"W	26.80'	119.01°
C7	100.00'	130.35'	N07°03'01"W	121.37'	74°43'07"
C8	190.00'	105.25'	N30°02'35"W	103.40'	57°42'21"

RESUBDIVISION OF THE SE 1/4 OF SECTION 4, T7S, R10W
AND ALSO THE NW 1/4 OF SECTION 7, T7S, R10W
AND ALSO LOT 119 OF RETIRED VILLAGE
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI
INTO

GULFPORT HIGHLANDS

PAGE 3 of 5



**LIMITED LIABILITY COMPANY AGREEMENT
FOR
GH VILLAGE, LLC**

This Limited Liability Company Agreement (this "Agreement") is made and entered into as of the 6th day of December, 2016, by and between Noel Simms and John Simms (the "Members").

STATEMENT OF BACKGROUND INFORMATION

On December 6, 2016, the Members (through their attorney) formed GH Village, LLC (the "Company") as a limited liability company pursuant to the Mississippi Revised Limited Liability Company Act, Miss. Code Ann. § 79-29-101 et seq., as amended from time to time and including any successor statute of similar import (the "Act"), by having filed with the Mississippi Secretary of State the Certificate of Formation as described in § 79-29-201 of the Act (the "Certificate").

The Members desire, by execution of this Agreement, to organize the Company, and to regulate and establish the affairs of the Company, the conduct of its business and the relations of its members.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Members do hereby agree as follows:

I. GENERAL PROVISIONS

1.01 Name. The name of the Limited Liability Company shall be "GH Village, LLC" (the "Company"), and all business of the Company shall be conducted in such name. The Company shall hold all of its property in the name of the Company and not in the name of any Member.

1.02 Purpose. The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described herein.

1.03 Term. The Company shall commence on the date the Certificate was filed with the Secretary of State in accordance with the Act and shall continue perpetually unless earlier terminated as provided in paragraph 8.01 herein.

II. CAPITAL ACCOUNTS

2.01 Capital Contributions. The initial capital contributions made by the Members to the Company shall be set forth opposite each Member's name on Exhibit "A" attached hereto and incorporated herein by reference.

2.01 Capital Accounts. The Company shall maintain a separate capital account for each Member, which shall consist of the agreed value of the initial capital contribution to the Company and shall be increased by (1) the amount of cash and the net fair market value of any additional property contributed to the Company by the Member, and (2) the Member's share of the income, gains and other receipts of the Company. The capital account of each Member shall be decreased by (1) the amount of cash and the net fair market value of any property distributed to such Member and (2) the Member's share of the deductions and losses and other expenditures of the Company. Such adjustments to the capital accounts of the Members shall be made in accordance with the method of accounting adopted by the Company for federal income tax purposes and in compliance with Treasury Regulation Section 1.704-1(b)(2)(iv).

2.02 Withdrawals From Capital Accounts. No Member may withdraw all or any portion of his or her capital contribution to the Company except (1) upon termination of the Company, or (2) upon the prior written consent of all Members.

2.03 Membership Interest. "Membership Interest" means the interest in the Company acquired by a Member, which shall entitle the Member to (i) an interest in the items of the Company's income, deductions, gains, losses and credits; (ii) an interest in the Company's distributions of cash or other property; (iii) an interest in the Company's capital; and (iv) management and voting rights in the Company. Each Member's respective Membership Interest shall be set forth opposite each Member's name on Exhibit "A" attached hereto and incorporated herein by reference and as may be amended from time to time.

2.04 Transfers of Membership Interest. In the event any Membership Interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the capital account of the transferor to the extent it relates to the transferred interest.

2.05 Revaluation of Capital Accounts. On each Valuation Date, as defined in this Subarticle, the properties of the Company (including, in the case of a distribution, any property being distributed) shall be considered to have been sold at fair market value, as determined by the Manager. The deemed gain or loss resulting from such deemed sale shall be allocated to the capital accounts of the Members in accordance with Subarticle 3.01 herein. The amount of any distribution in kind shall be considered to be the fair market value of the property, as so determined. The "Valuation Dates" of the Company shall be the date of dissolution of the Company and each other date on which there is a distribution in kind of property of the Company, a contribution of money or other property (other than a de minimis amount) to the Company by a new or existing Member as consideration for a Membership Interest in the Company, or a distribution of money (other than a de minimis amount) by the Company to a retiring or continuing Member as consideration for a Membership Interest in the Company.

III. ALLOCATIONS OF PROFITS AND LOSSES; DISTRIBUTIONS

3.01 General Allocation. After giving effect to the special allocations set forth in Subarticles 3.02 and 3.03 or elsewhere in this Agreement, each item of income, deduction, gain, loss and credit of the Company, and each other item required to be separately allocated for federal and/or state income tax purposes ("Profits" and "Losses"), determined in accordance with the method of accounting adopted by the Company, shall be allocated to and among the Members in accordance with their Membership Interests.

3.02 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article III, if there is a net decrease in Company Minimum Gain (same meaning as set forth for "partnership minimum gain" in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations) during any fiscal year, each Member shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Paragraph (a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Article III, if there is a net decrease in Member Nonrecourse Debt Minimum Gain (same meaning as set forth for "partner nonrecourse debt minimum gain" in Section 1.704-2(i)(3) of the Regulations) attributable to a Member Nonrecourse Debt (same meaning as set forth for "partner nonrecourse debt" in Section 1.704-2(b)(4) of the Regulations) during any Company fiscal year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Paragraph (b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to each such Member in an

amount and manner sufficient to eliminate, to the extent required by the Regulations, the capital account deficit of such Member as quickly as possible, provided that an allocation pursuant to this Paragraph (c) shall be made only if and to the extent that such Member would have a capital account deficit after all other allocations provided for in this Article III have been tentatively made as if this Paragraph (c) were not in the Agreement.

(d) Gross Income Allocation. In the event any Member has a deficit capital account at the end of any Company fiscal year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Paragraph (d) shall be made only if and to the extent that such Member would have a deficit capital account in excess of such sum after all other allocations provided for in this Article III have been made as if Paragraph (c) hereof and this Paragraph (d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions (same meaning as set forth in Section 1.704-2(b)(1) of the Regulations) for any fiscal year shall be allocated to the Members according to each Member's Membership Interest.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions (same meaning as set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2)) for any fiscal year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of his interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(h) Allocations Relating to Taxable Issuance of Company Interests. Any income, gain, loss or deduction realized as a direct or indirect result of the issuance of an interest by the Company to a Member (the "Issuance Items") shall be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member, shall be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

3.03 Curative Allocations. The allocations set forth in Paragraphs (a), (b), (c), (d), (e), (f), and (g) of Subarticle 3.02 (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Subarticle 3.03. Therefore, notwithstanding any other provision of this Article 3 (other than the Regulatory Allocations), the Managers shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner the Managers determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Subarticles 3.02 and 3.03(h). In exercising their discretion under this Subarticle 3.03, the Managers shall take into account future Regulatory Allocations under Paragraphs (a) and (b) of Subarticle 3.02 that, although not yet made, are likely to offset other Regulatory Allocations previously made under Paragraphs (e) and (f) of Subarticle 3.02.

3.04 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Article III and hereby agree to be bound by the provisions of this Article III in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' interests in Company profits are equal to their respective Membership Interest in the Company.

(d) To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Managers shall endeavor to treat distributions as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

3.05 Section 704 (c) Allocation. In accordance with Internal Revenue Code (the "Code") Section 704 (c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for income tax purposes and the agreed fair market value of such asset at the time it was contributed to the Company.

3.06 Distributions. The Company may, from time to time, make distributions of cash or property from time to time as determined by the Managers based on the cash proceeds from Company operations and gains from the sale of Company assets.

IV. MEMBERS

4.01 Powers of Members. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement. The Members shall also have the power to exercise any and all other rights or powers of the Company and do all lawful acts and things not precluded by the Act or this Agreement. Notwithstanding the preceding, any Member who is not a Manager shall not have the power to exercise the rights and powers of the Manager as described in Article V herein.

4.02 Voting by Members. Any vote taken by the Members shall be based upon their Membership Interest in the Company. Each Member shall be entitled to vote their Membership Interest on any matter requiring a vote of the Members. Unless otherwise provided in this Agreement, a vote of a majority of the Membership Interests outstanding shall govern.

4.03 Partition. Each Member waives, until termination of the Company, any and all rights that it may have to maintain an action for partition of the Company's property.

4.04 Withdrawal of Members. A Member may not withdraw from the Company without the prior written approval of all of the other Members.

4.05 Members Have No Exclusive Duty to Company. Except as may be limited in a separate agreement between a Member and the Company, Members may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of any other Member or to the income or proceeds derived therefrom. No Member shall incur any liability to the Company or to any other Members as a result of engaging in any other business or venture.

4.06 No Liability for Company's Debts and Obligations. Notwithstanding any provision to the contrary in this Agreement:

(a) As provided in the Act, the Members shall not be liable for the debts, liabilities, contracts, or any other obligations of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business, purposes, activity, or affairs under this Agreement, the Certificate, or the Act shall not be grounds for imposing personal liability on the Members for the debts, liabilities, contracts, or any other obligations of the Company.

(b) The Members may, but shall not be obligated to, make a capital contribution or contributions to the Company in addition to the initial capital contribution as set forth in Subarticle 2.01. Neither this Agreement nor the Certificate shall be construed or interpreted as creating any obligation on the Member to make any additional capital contribution to the Company.

(c) The Member may, but shall not be obligated to, lend any funds to the Company or act as surety for the Company.

4.07 Transactions Between Member and Company. A Member or any Affiliate of a Member (as defined in this Subarticle 4.07) may, but shall not be obligated to, transact other business with the Company, and shall have the same rights and obligations when transacting business with the Company as a person that is not a Member. A Member or any Affiliate (as so defined) of the Member may also be an employee of the Company or be retained as an agent of the Company. The existence of these relationships and the action in such capacities will not affect the limited liability of a Member. "Affiliate" means, with respect to any Member, (i) any Person directly or indirectly controlling, controlled by or under common control with such Member, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Member, (iii) any officer, director, or general partner of such Member, or (iv) any Person who is an officer, director, general partner, trustee, or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, whether direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise. "Person" means any individual, general or limited partnership, limited liability partnership, limited liability company, corporation, trust, estate, association, custodian, nominee, or other entity.

4.09 Limitations on Liability to Company and Indemnification.

(a) Except for the following, the Member shall have no liability to the Company for money damages for any action taken or failed to be taken as the Member:

(i) The amount of a financial benefit received by the Member to which the Member is not entitled;

(ii) An intentional infliction of harm on the Company or the Members;

(iii) An intentional violation of criminal law;

(iv) A violation of Section 79-29-611 of the Act regarding wrongful distributions;

(v) The amount of a distribution in violation of Section 79-29-813(1) of the Act; or

(vi) Any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

(b) The Company shall indemnify and hold harmless the Member and may in advance pay for or reimburse reasonable expenses incurred by the Member, in each case to the fullest extent allowed under Section 79-29-123(5) of the Act.

4.10 Rights and Powers of Members.

(a) The Members shall not have any right or power to take part in the management or control of the Company or its business, purposes, activity, and affairs or to act for or bind the Company in any way. However, the Members shall have (i) all the voting rights and other rights and powers specifically set forth for the Members in this Agreement and the Certificate and (ii), to the extent not inconsistent with this Agreement and the Certificate, all the voting rights and other rights and powers set forth in the Act.

(b) Notwithstanding any other provision of this Agreement or the Certificate, no action may be taken by the Company (whether by the Managers or otherwise) in connection with any of the following matters unless approved by a vote of a majority of the Membership Interests:

(i) the dissolution or liquidation, in whole or in part, of the Company or the institution of proceedings to have the Company adjudicated bankrupt or insolvent;

(ii) the filing of a petition seeking or consenting to reorganization or relief under any applicable federal or state bankruptcy law;

(iii) the consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, or other similar official of the Company or a substantial part of its assets;

(iv) the merger of the Company with any other entity;

(v) the sale of substantially all of the Company's assets;

(vi) the amendment of this Agreement; or

(v) borrowing funds in the name of the Company.

V. MANAGEMENT

5.01 Management. The Company shall be managed by one or more Managers (each a "Manager" and collectively, the "Managers"), who need not be Members of the Company. The initial Managers shall be Noel Simms and John Simms. The Managers shall have the power to exercise any and all rights or powers of the Company and do all lawful acts and things not precluded by the Act or this Agreement.

5.02 Term of Manager. No Manager shall have any contractual right to such position. The Managers shall serve until the earlier of:

(a) The death of such Manager;

(b) The resignation of such Manager; or

(c) The removal of such Manager. A Manager may be removed by the affirmative vote of Members holding a majority of the Membership Interests of the Company.

5.03 Authority of Members to Bind the Company. Only the Managers and agents of the Company authorized by the Managers shall have the authority to bind the Company. No Member, unless the Managers or otherwise authorized as an agent shall take, shall take any action to bind the Company, and a Member shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of that Member. Except as otherwise provided in this Agreement, the Managers have the power and authority prescribed by the Act to do all things necessary or convenient to carry out the business and affairs of the Company.

5.04 Compensation of the Managers. The Managers shall be reimbursed for all reasonable expenses incurred in managing the Company and shall be entitled to compensation in such amounts as determined from time to time by the affirmative vote of the Members holding a majority of the Membership Interests of the Company.

5.05 Manager Succession. Upon the death, resignation, removal, or cessation to serve for other reasons of a Manager as provided in Subarticle 5.02, a successor Manager may be by the affirmative vote of Members holding a majority of the Membership Interests of the Company. The successor must be an individual but need not be a Member.

5.06 Indemnification. A Manager shall not be liable to the Company for any action or refusal to act with respect to Company matters, except for fraud. The Company shall indemnify a Manager for all costs, lawsuits, liabilities and damages paid or incurred by such Manager in connection with the business of the Company to the fullest extent provided by the Act.

5.07 Limitations on Liabilities of a Manager.

(a) A Manager shall discharge his duties in good faith (including, without limitation, the fiduciary duties of care and loyalty), with the care an ordinarily prudent person in a like position would exercise under similar circumstances, in a manner he reasonably believes to be in the best interests of the Company, and otherwise in accordance with the general standards of Section 79-29-123(6) of the Act. If a Manager so performs his duties, he shall not have any liability to the Company, the Members or another Manager for any action taken or any failure to take any action as a Manager. Moreover, except for the following, a Manager shall have no liability to the Company or the Members for money damages for any action taken or failed to be taken as the Manager:

(i) The amount of a financial benefit received by a Manager to which a Manager is not entitled;

(ii) An intentional infliction of harm on the Company or the Members;

(iii) An intentional violation of criminal law;

(iv) A violation of Section 79-29-611 of the Act regarding wrongful distributions;

(v) The amount of any distribution in violation of Section 79-29-813(1) of the Act;

(vi) Any act of omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

(b) A Manager shall not be liable under a judgment, decree, or order of court or in any other manner for the debts, liabilities, contracts, or any other obligations of the Company.

VI. ACCOUNTING AND RECORDS

6.01 Books and Records. The Company shall maintain at its principal place of business separate books of account for the Company which shall show a true and accurate record of all assets and liabilities, all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the operation of the Company business in accordance with generally accepted accounting principles consistently applied. The records of the Company shall be maintained using the method of accounting required for federal income tax purposes. If no specific method of accounting is required for federal income tax purposes, the records of the Company shall be maintained on the cash receipts and disbursements method of accounting.

6.02 Reports. Upon request by a Member, the Managers shall furnish the Member with a copy of the balance sheet of the Company as of the last day of the prior fiscal year, and a statement of income or loss for the Company for such period. Annual statements shall also include a statement showing any Profits and Losses allocable for federal income tax purposes pursuant to the terms of this Agreement. Annual statements shall be prepared or reviewed by the Company's accountants.

6.03 Tax Returns. The Managers shall furnish each Member with a copy of any income and other tax returns, together with any schedules or other information which each Member may require in connection with such Member's own tax affairs.

6.04 Section 754 Election. The Managers may make or revoke, on behalf of the Company, an election in accordance with Section 754 of the Code, so as to adjust the basis of Company property in the case of a distribution of property within the meaning of Section 734 of the Code, and in the case of a transfer of a Company interest within the meaning of Section 743 of the Code. Each of the Members shall supply the information necessary to give effect to such an election.

6.05 Tax Classification. It is the intention of the Members that the Company be classified as a partnership, and not as an association taxable as a corporation, for federal income tax purposes. However, the Members may make an election for the Company to be taxed as a Subchapter S Corporation in accordance with Section 1362 et seq. of the Code. In that regard and notwithstanding any contrary provision in this Agreement, all Tax Items shall be allocated in accordance with such election, and all provisions of this Agreement that apply to entities taxed as

partnerships shall not apply or shall be construed consistently with the entity being taxed as a Subchapter S Corporation under Section 1362 et seq. of the Code.

6.06 Tax Matters Member. The Managers shall designate a Member to receive all notices from the Internal Revenue Service pertaining to the tax affairs of the Company and shall be designated as the Company's "tax matters partner" as defined in Internal Revenue Code Section 6231. It shall have such duties, rights, and obligations as are assigned to or imposed upon the tax matters partner by or under the Code.

6.07 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Managers shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the persons who will have authority with respect to the accounts and the funds therein.

6.08 Fiscal Year. The fiscal year and taxable year of the Company shall be the calendar year or such other period as determined by the Board in accordance with the provisions of this Agreement.

VII. TRANSFER OF MEMBERSHIP INTEREST

7.01 Assignability of Membership Interest. Except as provided in Subarticle 7.04 herein, no Member may assign the whole or any part of his or her Membership Interest in the Company without unanimous Member approval. If Member approval is obtained for any such assignment, such assignment shall, nevertheless, not entitle the assignee to become a Member of the Company or to be entitled to exercise or receive any of the rights, powers, or benefits of a Member other than the right to receive distributions or allocations of Profits and Losses to which the assigning Member would be entitled, unless the assigning Member designates, in a written instrument delivered to the other Members, his or her intention that the assignee become a Member, and the Members unanimously consent to the admission of such assignee as a Member; and provided further, that such assignee shall not become a Member without having first executed an instrument reasonably satisfactory to the Members accepting and agreeing to the terms and conditions of this Agreement, including a counterpart signature page to this Agreement, and without having paid to the Company a fee sufficient to pay all reasonable expenses of the Company in connection with such assignee's admission as a Member. If a Member assigns all of his or her interest in the Company and the assignee of such interest is entitled to become a Member pursuant to this Subarticle 7.01, such assignee shall be admitted to the Company effective as of the effective date of the assignment, and, immediately following such admission, the assigning Member shall cease to be a member of the Company.

7.02 Recognition of Assignment by Company. No assignment of a Membership Interest by a Member, or any part thereof, that is in violation of Subarticle 7.01 herein shall be valid or effective, and neither the Company nor the Members shall recognize the same for the purpose of making distributions or allocations of Profits and Losses with respect to such Membership Interest or part thereof. Neither the Company nor the nonassigning Members shall incur any liability as a result of refusing to make any such distributions to the assignee of any such invalid assignment.

7.03 Indemnification. In the case of an assignment or attempted assignment of an interest in the Company that has not received the consent required by Subarticle 7.01 herein, the parties engaging or attempting to engage in such assignment shall be liable to indemnify and hold harmless the Company and the other Members from all costs, liabilities, and damages that the Company and the other Members may incur (including, without limitation, incremental tax liability and attorneys' fees and expenses) as a result of such assignment or attempted assignment and efforts to enforce the indemnity granted hereby.

7.04 Permitted Transfers.

(a) Notwithstanding the provisions of Subarticle 7.01, each Member shall have the right, at any time during life or at death, to transfer all or any portion of his or her Membership Interest to (i) any other Member or (ii) any Family Member (either a "Permitted Assignee").

(b) Any assignment under Subarticle 7.04(a) shall, nevertheless, not entitle the Permitted Assignee to become a Member of the Company or to be entitled to exercise or receive any of the rights, powers, or benefits of a Member, other than the right to receive distributions or allocations of the Tax Items to which the assigning Member would be entitled, unless the following conditions are satisfied:

(i) for any transfer made during the lifetime of the assigning Member, such Member shall designate in a written instrument delivered to the Manager his or her intention that the Permitted Assignee become a Member;

(ii) the Permitted Assignee shall execute an instrument reasonably satisfactory to the Manager accepting and agreeing to the terms and conditions of this Agreement, including a counterpart signature page to this Agreement; and

(iii) the Permitted Assignee shall pay to the Company a fee sufficient to pay all reasonable expenses of the Company in connection with such assignee's admission as a Member.

(c) For purposes of Subarticle 7.04(a)(ii), "Family Member" of a Member means any one of the following:

(i) any descendant of the Member or the duly appointed legal representative of the estate of any such descendant who is deceased;

(ii) any trust in which all of the income and principal interests, other than any remote, contingent remainder interests, are held for the Member or his or her estate, for his or her descendants or their estates, or for any of the foregoing; and

(iii) any trust in which all of the income and principal interests are held, during the lifetime of the Member's spouse or during a shorter period, for that spouse, for the Member or his or her estate, for his or her descendants or their estates, or for any of the foregoing and in which all of the income and principal

interests, other than any remote, or contingent remainder interests, are held, after the death of that spouse or the end of the shorter term, for the Member or his or her estate, for his or her descendants or their estates, or for any of the foregoing.

(d) For purposes of Subarticle 7.04(c)(iii), a Member's spouse is the individual who was the spouse of the Member at the time of the transfer to the trust pursuant to Subarticle 7.04(a)(ii) and Subarticle 7.04(c)(iii) .

(e) If any Membership Interest has been transferred by a Member to a trust pursuant to Subarticle 7.04(a)(ii) and Subarticle 7.04(c)(ii) or (iii), the "Family Members" of the trust, for purposes of the application of this Subarticle 7.04 to the trust, shall be determined as if the trust were then that transferring Member.

7.05 Effective Date of Assignment. Any valid assignment of a Member's Membership Interest in the Company, or part thereof, pursuant to the provisions of Subarticles 7.01 or 7.04 hereof shall be effective as of the close of business on the last day of the calendar month in which:

(a) all the Members give their written consent for any assignment pursuant to Subarticle 7.01 (or the last day of the calendar month in which such assignment occurs, if later) ; or

(b) the assignment occurs for any assignment to a Permitted Assignee.

The Company shall, from the effective date of such assignment, thereafter pay all further distributions on account of the Membership Interest of the Company, or part thereof, so assigned, to the assignee of such interest. As between any Member and his or her assignee, any Profits and Losses of the Company for the fiscal year in which such assignment occurs shall be apportioned for federal income tax purposes in accordance with any convention permitted by Section 706(d) of the Code and selected by affirmative vote of Members holding a majority of the Membership Interests.

VIII. DISSOLUTION AND LIQUIDATION

8.01 Events of Dissolution. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Events of Dissolution"):

(a) the written consent of all Members; or

(b) the entry of a decree of judicial dissolution under Section 79-29-803 of the Act.

8.02 Liquidation. Upon the occurrence of an Event of Dissolution the Company shall (i) cease to engage in further business operations except to the extent necessary to perform existing contracts and preserve the value of its assets; and (ii) begin the process of expeditiously dissolving and liquidating the Company. The Company shall promptly proceed to wind up the affairs of the Company, and shall cause the net assets to be distributed as provided in paragraph 9.04 herein.

8.03 Distribution in Kind. The Company may distribute the assets owned by the Company in kind. Unless a majority of the Membership Interests agree otherwise, each Member shall receive an undivided interest in the assets, subject to his share of any liability secured by the distributed property determined by reference to each Member's undivided interest in the distributed assets, with the Member's undivided interest to be determined in accordance with the provisions of Subarticle 9.04 herein. Each Company asset shall be distributed at its net fair market value as determined by one or more competent appraisers selected by the Manager, unless the Members agree to another method of valuation. Prior to any such distribution, the capital accounts of the Members shall be adjusted, pursuant to the provisions of Subarticle 3.01, to reflect any difference between the Company's book value of the distributed assets and the fair market value of such assets.

8.04 Priority of Distribution. For the fiscal year in which the Company terminates, the net assets of the Company shall be distributed as follows:

- (a) To the creditors of the Company (including a Member as a creditor), with such distributions to be in the order of priority as provided by law; and
- (b) To each Member in repayment of and in proportion to his or her capital account.

IX. MISCELLANEOUS

9.01 Binding Effect. This Agreement shall be binding upon the Members, their legal representatives, successors, and assigns.

9.02 Amendment. No change in, modification to, or amendment of this Agreement shall be valid or binding upon the Members unless it is in writing and signed by all Members.

9.03 Captions. Articles, titles, or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any of its provisions.

9.04 Applicable Law. This Agreement is made and delivered in the State of Mississippi and shall be governed by the laws thereof, including, but not limited to, its statutes of limitations, notwithstanding the fact that one or more of the Members may be or become a resident or citizen of another state. The invalidity, illegality, or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid, illegal, or unenforceable provision had been omitted.

9.05 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or entity may require.

9.06 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

9.07 Dispute Resolution.

(a) Mediation. If a dispute arises out of or relates to this Agreement, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration or litigation. The parties agree that the mediator shall be chosen no later than 30 days after the submission of a claim by either party, and that the mediation process shall be concluded no later than 60 days after selection of the mediator. If the parties cannot agree on the selection of a mediator, one shall be selected by American Arbitration Association. The fees and expenses of the mediator shall be borne equally by the parties.

(b) Binding Arbitration. If the controversy is not resolved through mediation pursuant to Paragraph (a) above, the parties agree that any controversy or claim arising out of or relating to this Agreement shall be determined by binding arbitration. This transaction involved commerce, and the arbitration is subject to and shall be conducted by a single arbitration in accordance with the United States Arbitration Act notwithstanding any choice of law provision in this Agreement, and under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator shall have authority to award damages and grant other relief he deems appropriate. The arbitrator shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable, shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. The fees and expenses of the arbitrator and AAA shall be borne equally by the parties.

(c) Provisional Remedies, Self-Help and Foreclosure. No provision of Paragraphs (a) or (b) shall limit the right of any party to this Agreement to exercise self-help remedies, such as setoff, to foreclose against or sell any real or personal property, collateral or security, or obtain provisional or ancillary remedies from a court of competent jurisdiction before, after or during pendency of any mediation or arbitration. The exercise of a remedy does not waive the right of any to resort to mediation or arbitration.

[Signature Page Follows]

IN WITNESS WHEREOF, the Members have executed this Agreement on the date specified above.

Noel Simms 12-8-16
John Simms 12-8-2016

[Signature Page to LLC Agreement]

EXHIBIT "A"
TO
LIMITED LIABILITY COMPANY AGREEMENT
FOR
GH VILLAGE, LLC

<u>MEMBERS</u>	<u>MEMBERSHIP INTEREST</u>
Noel Simms	50%
John Simms	50%

PERMITS/INSP PAYMENT RCPT#: 11173563
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 03/07/22 TIME: 16:30
CLERK: lbarefoot DEPT:
CUSTOMER#: 0

COMMENT:

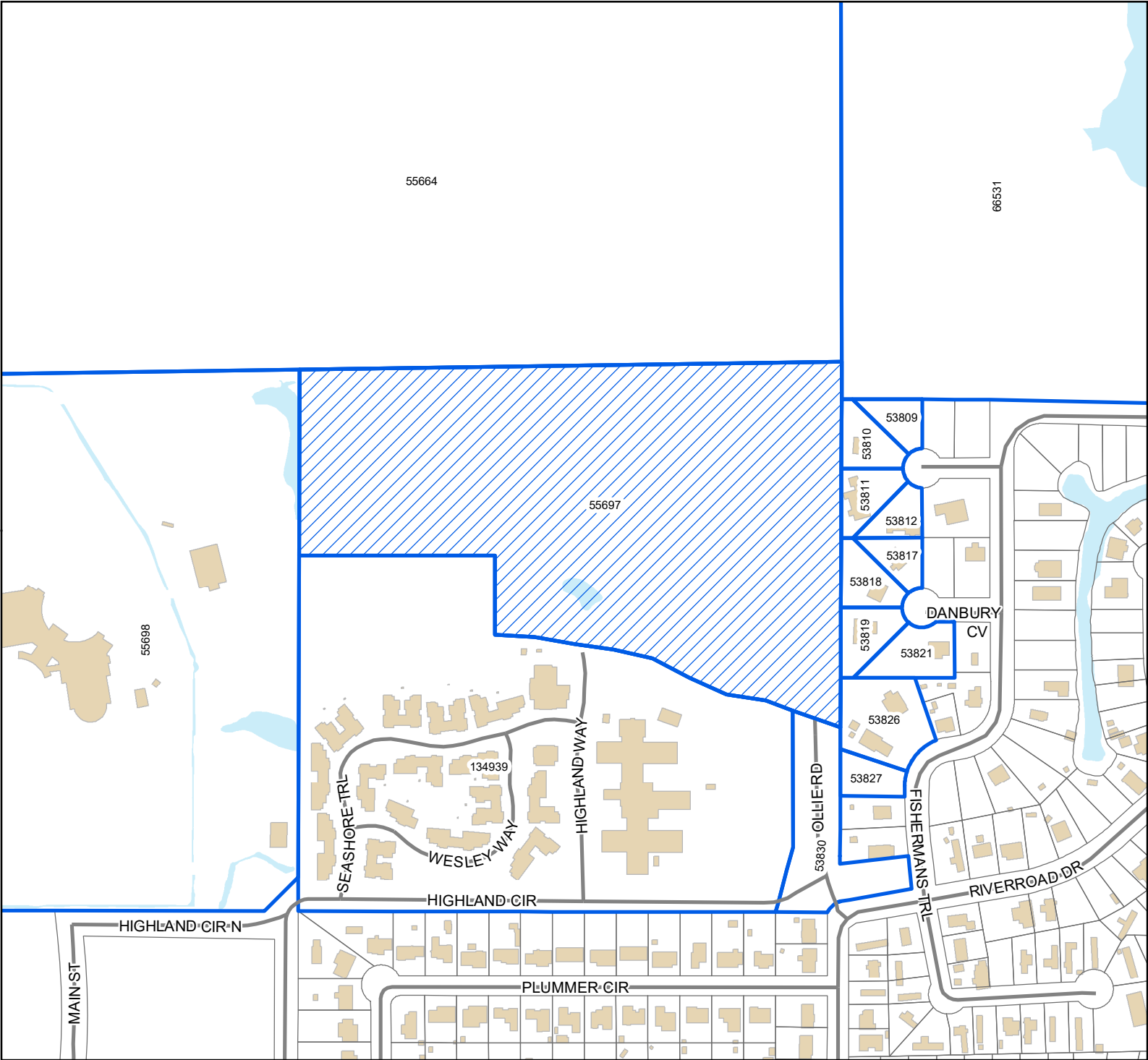
CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY: GULF COAST DEVELOPME
PAYMENT METH: CHECK
1563

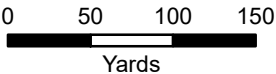
REFERENCE:

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



Legend

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



1 inch = 349 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
	29000	0910C-01-055.000	JEAN LUCDORIN DARLAN & SICHANA DAWN	4904 CHAMBERLAIN AVE	GULFPORT	MS	39507
n			Adjacent Property Owners				
	28996	0910C-01-051.000	ALLEN BRUCE SR	206 LOCUST ST	GULFPORT	MS	39501
	28991	0910C-01-018.000	EASTERLING ROBERT C	1440 MILL RD	GULFPORT	MS	39507
	28990	0910C-01-017.000	FERNANDEZ DWIGHT	2331 PARK PLACE DR	GULFPORT	MS	39507
	28997	0910C-01-052.000	GOTTSCHLICH EMILE OZERDEN	208 LOCUST ST	GULFPORT	MS	39507
n	80812	0910C-03-001.001	GULFPORT CITY OF	2309 15TH ST	GULFPORT	MS	39501
	29001	0910C-01-056.000	HUOT CIARA NICOLE & BRANDON JAMES	4906 CHAMBERLAIN AVE	GULFPORT	MS	39507
	28992	0910C-01-019.000	JONES DONALD R & EVELYN D	P O BOX 4227	GULFPORT	MS	39502
	28998	0910C-01-053.000	KARL GARY B JR & JUDY B	210 LOCUST ST	GULFPORT	MS	39507
	28995	0910C-01-050.000	LEE BRANDON TIMOTHY & REBECCA LYNN	202 LOCUST ST UNIT 1129	GULFPORT	MS	39507
	28989	0910C-01-016.000	OLSON SIDNEY E	5211 WASHINGTON AVE	GULFPORT	MS	39501
	29002	0910C-01-057.000	RICH KENNETH E & NELY M -TRUSTEES-	4908 CHAMBERLAIN AVE	GULFPORT	MS	39507
	28999	0910C-01-054.000	WALDROP LEROY JAMES & KATIE	4902 CHAMBERLAIN AVE	GULFPORT	MS	39507

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:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Weems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< 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: April 28, 2022

Re: General Plan 2204PC066:

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Technical Report
General Plan
(Highland Lake Townhomes)

GENERAL INFORMATION

Case File Number: 2204PC066

Hearing Date: April 28, 2022

Current Zoning/Use: R-B / Vacant Property

Legal: General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd., Zoned R-B (Residence-business), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 164- unit townhome development containing 20.1 acres zoned R-B (Residential Business).

Regulations state that the minimum property size for new townhome development must have first two (2) dwelling units, 3,800 square feet and each additional dwelling unit, 1,200 square feet; in which the applicant exceeds the required square footage requirement. In addition, this includes a lot width minimum of 14 feet wide with a 10-foot front yard setback. In addition, the minimum side yard required for the townhouse unit located at the end of a row of townhouses shall be eight (8) feet from the exterior lot line. Applicant must meet all on-site parking requirements. Parking dimensions will be required on construction plans as well as drainage calculations.

Further, it will be required to change the name of Frazier Drive. Staff found there is an existing Fraser Drive and may cause confusion in a time of emergency. Secondly, the applicant must have a tree survey for this project, therefore, additional information is required as well as a replacement plan.

To be considered townhomes, each townhome must have its own parcel number. The development requires two apparatus access roads. The roads shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property. D107.2 International Fire Code 2018 Edition. This requirement has not been met. Townhomes would need to be sprinkled NFPS13D System. NFPA 13R if condominiums or apartments. Must meet all current Building Codes and 2010 ADA requirements.

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.

GH

Technical Report
General Plan
(Highland Lake Townhomes)

Subdivision regulations require a multitude of items for development and this project meets and does not meet several of them.

A. Meets:

- a. Lot sizes
- b. Lot access to planned public roads
- c. Right-of-way width 60 feet. Article III (9-50)(B)(13)
- d.

B. Does not meet:

- a. Street layout does not provide for future projection into un-subdivided lands to provide convenient circulation. Article III (9-50)(B)(1)
- b. This project does not incorporate natural features and trees preservation into the project development. Supplementary Design Standards Appendix A Sec. IV (2)

EXECUTIVE SUMMARY

To be considered townhomes, each townhome must have its own parcel number. The development requires two apparatus access roads. The roads shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property. D107.2 International Fire Code 2018 Edition. This requirement has not been met. Please note that the applicant must meet all parking requirement at the time of construction.

Any approval should consider these conditions:

1. All construction shall comply with all City Building Codes and Ordinances.
2. Needs a tree survey and tree replacement plan. The tree survey only needs to show protected trees
3. To be considered townhomes, each townhome must have its own parcel number. The development requires two apparatus access roads. The roads shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property. D107.2 International Fire Code 2018 Edition. This requirement has not been met.
4. Townhomes would need to be sprinkled NFPS13D System. NFPA 13R if condominiums or apartments. Must meet all current Building Codes and 2010 ADA requirements.
5. Parking dimensions will be required on construction plans as well as drainage calculations.
6. Required to change the name of Frazier Drive.
7. Must provide name of future streets.
8. Must meet architectural standards.
9. Recommend parallel parking.

DEPARTMENTAL CONDITIONS

Engineering:

Conditions. Provide construction plans and drainage calculations at time of permitting. Memo dated 4/22/22.

nr/v

Technical Report
General Plan
(Highland Lake Townhomes)

Public Works:

See engineering notes. Memo dated 4/22/22.

Traffic and Safety:

No conditions. Memo dated 4/21/22.

Building Code Services:

Conditions. To be considered townhomes, each townhome must have its own parcel number. The development requires two apparatus access roads. The roads shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property. D107.2 International Fire Code 2018 Edition. This requirement has not been met. Townhomes would need to be sprinkled NFPS13D System. NFPA 13R if condominiums or apartments. Must meet all current Building Codes and 2010 ADA requirements. Memo dated 4/21/22.

GIS:

Please provide street name on all documentation for new development. Memo date 4/13/22.

Police Department:

No conditions. Memo dated 4/21/22.

Fire Department:

No conditions. Memo dated 4/26/22.

City Arborist:

Conditions. Needs a tree survey and tree replacement plan. The tree survey only needs to show protected trees. Memo dated 4/19/2022.

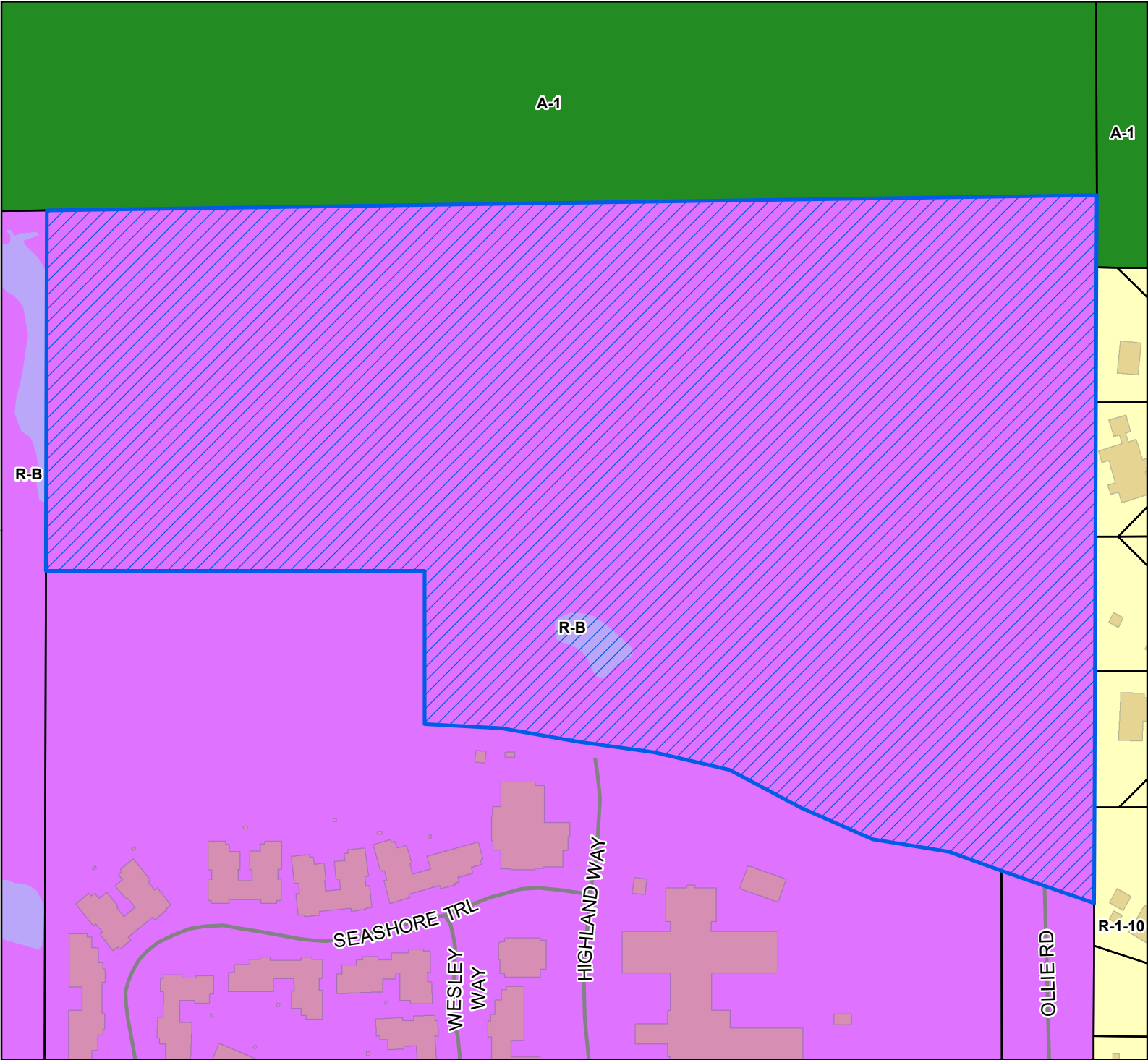
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo

Director of Urban Development Department



Legend

- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

- A-1 - Agricultural District
- R-1-10 - Single Family Residence (Low Density)
- R-B - Residence-Business District

Site Information

1008F-01-001.000
 Zoning: R-B (Residence -business Districts)
 Size:20.1 Acres
 Flood: X

0 30 60 90
 Yards

1 inch = 180 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 TOWNHOMES**
Property Information

For Staff Use Only

Case File #: 2204PC066Date Received: 3/7/2022Receipt #: 11173568Received By: M

Zoning: _____

Ward: _____ Flood: _____

Size: _____

TAX PARCEL #	1	0	0	8	F	-	0	1	-	0	0	1	•	0	0	0
						-			-				•			
						-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: NORTH OF OLLIE ROAD AT ITS INTERSECTION WITH HIGHLAND CR.Lot(s) ⁴ _____, Block(s) _____, Subdivision GULFPORT HIGHLANDS RESUBDIVISIONGeneral Location: NORTH OF METHODIST SENIOR SERVICE'S SEASHORE HIGHLANDS FACILITY**GENERAL DESCRIPTION OF REQUEST:**

GENERAL SUBDIVISION APPLICATION FOR THE HIGHLAND LAKE TOWNHOMES PROJECT; A 164 UNIT
TOWNHOME 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

GH VILLAGE, LLC (NOEL SIMMS)

Printed Name Of Owner
4680 HICKORY RIDGE

Mailing Address
JACKSON MS 39211

City State Zip code
601.260.6390

Home Phone Work/Cell Phone
NOELSIMMS@GMAIL.COM

Email

[Signature] 3-3-22
Signature Of Owner
L. Noel Simms

AGENT

KENNETH JONES, II

Printed Name Of Agent
919 2ND STREET

Mailing Address
GULFPORT MS 39501

City State Zip code
228.596.4471

Home Phone Work/Cell Phone
KENNETH@GCDEVELOPMENTDESIGN.COM

Email

[Signature]
Signature Of Agent

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

☐

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



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
GH Village, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1106538
Status:	Good Standing
Effective Date:	12/06/2016
State of Incorporation:	Mississippi
Principal Office Address:	4680 Hickory Ridge Jackson, MS 39211

Registered Agent

Name
Jay Norris 1076 Highland Colony Pkwy., Ste 100 Ridgeland, MS 39157

Officers & Directors

Name	Title
James A. Norris III 1076 Highland Colony Pkwy., Ste 100 Ridgeland, MS 39157	Organizer
Noel Simms 4680 Hickory Ridge Jackson, MS 39211	Member
John Simms 4680 Hickory Ridge Jackson, MS 39211	Member

March 3, 2022

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

To Whom It May Concern:

Acting on behalf of GH Village LLC, please accept this letter authorizing Kenneth Jones of Gulf Coast Development and Design, LLC to act as agent regarding the proposed "Highland Lake Townhomes" project on Parcel ID 1008F-01-001.000.

Sincerely,



Noel Simms
GH Village LLC

State of Mississippi

County of Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 04 day of MAR, 2022, within my jurisdiction, the within named Noel Simms [name(s) of person(s) acknowledged], who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

Name: Andrea D. Thorn

My Commission Expires: Feb 27, 2026





John H. Geary, Jr. 1st Judicial District
Instrument 2017 896 D - J1
Filed/Recorded 2/14/2017 09:26 A
Total Fees \$ 13.00
6 Pages Recorded

Indexing instructions

T7S, R10W, Section 6: SE 1/4 of SE 1/4
T7S, R10W, Section 5: NW 1/4 of SW 1/4

Prepared by

John H. Geary, Jr. (MS Bar No. 101540)
Copeland, Cook, Taylor & Bush, P.A.
P.O. Box 6020
Ridgeland, MS 39158
601-856-7200

Grantor

Gulfport Highlands Development, L.P.
4680 Hickory Ridge Road
Jackson, MS 39211
601-260-6390

Grantee

GH Village, LLC
4680 Hickory Ridge Road
Jackson, MS 39211
601-260-6390

WARRANTY DEED

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WHEREAS, Gulfport Highlands Development, L.P., a Delaware limited partnership ("Grantor"), owns fee simple title to a parcel of real property in the Southeast 1/4 of Section 6, Township 7 South, Range 10 West, Harrison County, Mississippi, described more particularly in Exhibit A attached to and made part of this agreement, and referred to herein as the "GH Village Parcel."

WHEREAS, Grantor also owns fee simple title to a parcel of real property located in the in the Southeast 1/4 of Section 6 and the Northwest 1/4 of Section 5, Township 7 South, Range 10 West, Harrison County, Mississippi, lying adjacent to the GH Village Parcel, described more

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particularly in Exhibit B attached to and made part of this agreement, and referred to herein as the "Common Area Parcel."

WHEREAS, Grantor wishes to convey to GH Village, LLC ("Grantee") the GH Village Parcel and to grant and convey to Grantee an access easement on and across the Common Area Parcel. For reference only, a plat is attached hereto as Exhibit C. On Exhibit C, the GH Village Parcel is shown as "Lot 4," and the Common Area Parcel is shown in an orange color.

THEREFORE, 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 which are hereby acknowledged, Grantor does hereby grant, convey and warrant to Grantee the GH Village Parcel, together with all improvements situated thereon, all appurtenances thereto belonging and all licenses, contracts, easements and other agreements associated therewith.

Grantor does hereby grant, convey and warrant to Grantee a perpetual, non-exclusive easement, on, across and over the Common Area Parcel for access to the GH Village Parcel to and from Ollie Road or other public road. The easement granted hereby shall be appurtenant to and for the benefit of the GH Village Parcel. The easement granted hereby includes access to and the right to use any road now existing or in the future constructed on the Common Area Parcel. Grantor reserves the right to dedicate any part or all of the Common Area Parcel as a public road, and Grantee acknowledges that the perpetual easement in favor of the GH Village is subject to Grantor's right to dedicate a public road.

This conveyance is made subject to any and all applicable building restrictions, protective and restrictive covenants, rights of way, easements, and previous reservations and conveyances of oil, gas and mineral rights and interests applicable to the property conveyed hereby.

WITNESS the signature of the Grantor on December 29, 2016.

**GULFPORT HIGHLANDS DEVELOPMENT,
L.P., a Delaware limited partnership**

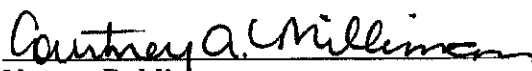
**By: Its General Partner, GULFPORT
HIGHLANDS MANAGEMENT, LLC, a manager
managed Delaware limited liability company**


By: Noel C. Simms, Manager of Gulfport Highlands
Management, LLC

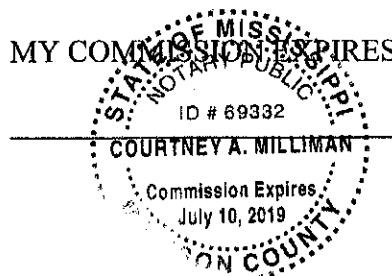
STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 27th day of January, 2017, within my jurisdiction, the within named Noel C. Simms, who acknowledged to me that he is **Manager of Gulfport Highlands Management, LLC**, a manager managed Delaware limited liability company, which is the **General Partner of Gulfport Highlands Development, L.P.**, a Delaware limited partnership, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.


Notary Public

MY COMMISSION EXPIRES:



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EXHIBIT A

Attached to and made part of that certain warranty deed dated December 29, 2016
from Gulfport Highlands Development, L.P. as Grantor
to GH Village, LLC as Grantee

LEGAL DESCRIPTION OF THE GH VILLAGE PARCEL

LOT 4

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, using a combined factor of 0.999957410 and a convergence angle of -00°05'45.73468".

A 20.13 acre, more or less, parcel of land lying in the NE 1/4 of the SE 1/4 of Section 6, Township 7 South, Range 10 West, Harrison County, MS and being more particularly described by metes and bounds as follows:

Commence at a 2" pipe found at the northwest corner of the SE 1/4 of the SE 1/4 of Section 6, Township 7 South, Range 10 West, Harrison County, MS, run South 89°56'13" East along the south line of the NE 1/4 of the SE 1/4 of said Section 6 for 1,196.75 feet; thence, leave said south line and run North 15°36'25" East for 166.13 feet; thence run North 01°57'38" West for 346.09 feet to the POINT OF BEGINNING of the herein described parcel.

From said POINT OF BEGINNING, thence run North 70°16'33" West for 72.13 feet; thence run North 81°42'14" West for 100.40 feet; thence run North 66°48'47" West for 101.63 feet; thence run North 62°39'52" West for 104.74 feet; thence run North 77°13'18" West for 100.48 feet; thence run North 82°28'03" West for 100.03 feet; thence run North 80°49'23" West for 100.37 feet; thence run North 87°47'04" West for 100.00 feet; thence run North 00°05'14" East for 198.48 feet; thence run South 89°56'28" West for 478.68 feet to the west line of said NE 1/4 of the SE 1/4; thence run North 00°05'14" East along said west line for 455.00 feet to the north line of said NE 1/4 of the SE 1/4; thence run North 89°56'28" East along said north line for 1362.81 feet to the east line of said NE 1/4 of the SE 1/4; thence run South 00°07'30" West along said east line for 884.33 feet; thence, leaving said east line, run North 70°16'33" West for 141.62 feet back to the POINT OF BEGINNING.

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EXHIBIT B

Attached to and made part of that certain warranty deed dated December 29, 2016
from Gulfport Highlands Development, L.P. as Grantor
to GH Village, LLC as Grantee

LEGAL DESCRIPTION OF THE COMMON AREA PARCEL

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, using a combined factor of 0.999957410 and a convergence angle of -00°05'45.73468".

A parcel of land containing 1.81 acres, more or less, and being situated in the Northeast Quarter of the Southeast Quarter of Section 6 and also in the Northwest Quarter of the Southwest Quarter of Section 5, both in Township 7 South, Range 10 West, Harrison County, MS and also containing all of Lot 119 of Retreat Village (a subdivision plat on file in the office of the Harrison County Chancery Clerk in Plat Book 27 at Page 12A). Said 1.81 acre parcel being all of Common Areas A, B, and C as well as the Proposed Future Public Road ROW To Be Publicly Dedicated as shown on the plat of Gulfport Highlands (a resubdivision plat on file in the office of the Harrison County Chancery Clerk as Instrument 2008 6052D J1) and being more particularly described as follows:

BEGIN at a found 1/2" rebar at the southeast corner of Lot 4 of Gulfport Highlands, and thence run N 70°16'33" W along the south line of said Lot 4 for a distance of 141.62 feet to a found 1/2" rebar at the northeast corner of Lot 3 of Gulfport Highlands; thence run S 01°57'38" E along the east line of said Lot 3 for a distance of 346.09 feet to a found 1/2" rebar at an angle point on said east line; thence run S 15°36'25" W along said east line for a distance of 166.13 feet to a found 1/2" rebar on the south line of the Northeast Quarter of the Southeast Quarter of Section 6; thence run S 89°56'13" E along said south line for a distance of 165.17 feet to a PK nail set on the east line of said Northeast Quarter of the Southeast Quarter of Section 6; thence run N 00°07'30" E along said east line for a distance of 27.80 feet to a PK nail set on the south line of Lot 119 of Retreat Village Subdivision and also on the north right of way line of Riverroad Drive; thence run N 80°07'30" E along said north right of way line for a distance of 180.64 feet to a found 1/2" rebar on the west right of way line of Fisherman's Trail; thence run N 09°52'30" W along said west right of way line for a distance of 58.00 feet to a found 1/2" rebar; thence, continuing along said west right of way line, run northerly on and along the arc of a curve to the right to a found 1" pipe on the north line of the aforesaid Lot 119, said curve having a radius of 1174.34 feet, an arc length of 26.99 feet, a chord bearing of N 09°12'32" W, a chord length of 26.99 feet, and a delta angle of 01°19'01"; thence, leaving said right of way line, run S 81°26'30" W along the north line of said Lot 119 for a distance of 165.34 feet to a found 1/2" rebar on the east line of the aforesaid Northeast Quarter of the Southeast Quarter of Section 6; thence run N 00°07'30" E along said east line for a distance of 340.32 feet back to the **POINT OF BEGINNING**, and containing 1.81 acres, more or less.

THIS INSTRUMENT WAS PREPARED BY:

Sabrina B. Ruffin, MSB#103659
Hand Arendall Harrison Sale LLC
104 St. Francis Street, Ste. 300
Mobile, Alabama 36602
(251) 432-5511

WHEN RECORDED RETURN TO:

Amanda Thornton
Hand Arendall Harrison Sale LLC
104 St. Frances St., Suite 300
Mobile, Alabama 36602
(251) 432-5511

Indexing Instructions: Lots 1 through 98, all common areas, and all other property shown on that certain plat of subdivision for Highland Lake Townhomes, Phase ____ recorded in Map Book ____, at Page ____ of the Office of the Chancery Clerk of Harrison County, ____ Judicial District, Mississippi.

HIGHLAND LAKE TOWNHOMES, LLC
919 2ND STREET
GULFPORT, MS 39501
RESIDENTIAL PHONE NO. NA
BUSINESS PHONE NO. (228) 596-4471

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

HIGHLAND LAKE TOWNHOMES SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this ____ day of _____, _____, by HIGHLAND LAKE TOWNHOMES, LLC, a Mississippi limited liability company ("Declarant", as further defined below).

WITNESSETH:

WHEREAS, on _____, 20____, Declarant recorded in Map Book____, Page ____ of the Office of the Chancery Clerk of Harrison County, Mississippi, _____ Judicial District, a subdivision plat for Highland Lake Townhomes, Phase ____ Subdivision ("Plat of Subdivision", as further defined below) pertaining to certain real property owned by Declarant in Harrison County, Mississippi, as more specifically described on Exhibit "A" hereto.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE
GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) "Additional Property" shall mean and refer to that certain real property described on Exhibit "B" attached hereto.
- (b) "Architectural Review Committee" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (c) "Articles of Incorporation" means the Articles of Incorporation of Highland Lake Townhomes Owners Association, Inc., a Mississippi non-profit corporation, as recorded in the records of the Office of the Secretary of State of Mississippi, as the same may hereafter be amended, altered or repealed from time to time.

- (d) "Association" means Highland Lake Townhomes Owners Association, Inc., a Mississippi non-profit corporation.
- (e) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.
- (f) "Builder" means any commercial home builder or contractor who owns one or more Lots in the Subdivision and is in the business of constructing residential structures to sell to owner-occupants.
- (g) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time.
- (h) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association.
- (i) "Community Property" means all of the Lots and the Common Area, collectively.
- (j) "Declarant" means Highland Lake Townhomes, LLC, a Mississippi limited liability company, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.
- (k) "House" or "Home" means any single family dwelling unit situated upon a Lot.
- (l) "Lot" means each and every numbered lot shown on the Plat of Subdivision.
- (m) "Member" means every person or entity who is a member of the Association.
- (n) "Mortgagee" means a holder or beneficiary of any mortgage, deed of trust, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (o) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- (p) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- (q) "Plat of Subdivision" has the meaning ascribed to such term hereinabove and shall also include any additional plat or plats or real property that are hereafter recorded

where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.

- (r) "Subdivision" means Highland Lake Townhomes, Phase _____, a subdivision as shown on the Plat of Subdivision, including any of the Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.
- (s) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Harrison County, Mississippi, (ii) three (3) months after one hundred percent (100%) of the lots in the Subdivision, including lots to be created out of the Additional Property in accordance herewith, have been conveyed to persons other than Declarant or Declarant's successors or assigns, (for avoidance of doubt purposes, the event described in this clause (ii) shall not be deemed to have occurred prior to Declarant having annexed all of the Additional Property into the Subdivision and having sold all of the Lots therein), or (iii) _____, 20__; provided, however, that in the event of a conflict between Mississippi law and the foregoing, the applicable Mississippi law shall control.

ARTICLE TWO **COMMON AREA**

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. The Association has the right to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area facilities, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors and the terms and conditions of the Bylaws, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.04 Easements. [NOTE: ADD "INTENTIONALLY DELETED" OR REVISE IF APPLICABLE]

2.05 Overhead Wires. No Lot shall be served with any overhead electrical or communications service, and no Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

2.06 Control of Common Area. The Association may, upon approval by the Board of Directors, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.08 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility, or from any portion of the Common Area, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

ARTICLE THREE **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

3.01 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.02 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.03 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

ARTICLE FOUR **COVENANT FOR MAINTENANCE ASSESSMENTS**

4.01 Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) any individual assessments, fines or charges charged against the Lot or Owner, as such assessments are hereinafter established and shall be collected as hereinafter provided (singularly, an "Assessment" and collectively, the "Assessments"), as such Assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and individual assessments, together with interest, costs, an administrative late fee not to exceed the greater of twenty-five and no/100 dollars (\$25.00) or five percent (5%) of the amount of each installment that is past due, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such Assessment is made effective from and relating back to the date on which this Declaration was recorded. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent Assessments. Each such Assessment, together with interest, costs, the administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to successors in title.

4.02 Purpose of Assessments. The Assessments levied by the Association shall be used to provide for the operation of the Association and the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. At the Board's discretion, the Association may establish and maintain a reserve fund with such sums as the Board determines in good faith are necessary and adequate for the periodic maintenance, repair, and replacement of improvements to the Common Area (the "Reserve Account").

4.03 Annual Assessments. To provide the total sum necessary for the insurance purchased by the Association hereunder, the Reserve Account, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Area, and any and all other expenses of the Association (whether pertaining to the ownership, operation, use, maintenance, and/or repair of the Common Areas or otherwise), each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot shall be determined in accordance with Section 4.06 hereof. The amount of the annual Assessment assessed against each Member as provided under

the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual Assessment period.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual Assessments authorized above, the Board of Directors may levy, in any assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto; provided, however, that the total of all such special Assessments for any given calendar year shall not exceed \$____ per Lot, unless such special Assessments in excess of such total are approved by the affirmative vote of the Members holding a majority of the voting rights in the Association.

4.05 Date of Commencement of Annual Assessments and Due Dates. The Assessments provided for herein shall only be assessed against Lots upon which a House has been constructed, and will commence as to a particular Lot upon conveyance of the Lot to any Owner who is not the Declarant or a Builder. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The Board of Directors shall determine if annual and special Assessments will be collected annually, quarterly or at some other interval and shall set due dates for Assessment payments. If the Board of Directors does not fix an annual Assessment in advance of any annual Assessment period, the annual Assessment for the period will be the same as for the prior period until the Board fixes a new annual Assessment amount.

4.06 Assessment Shares. Each Member shall be responsible for a portion of any annual or special Assessments levied against the Members equal to a fraction calculated in accordance with the following: the numerator of such fraction shall be the number of Lots owned by such Member and the denominator of which shall be the total number of Lots in the Subdivision at the time such Assessment is levied. The quotient of such fraction shall be multiplied by the total sum of the applicable Assessment, and the resulting figure shall be the portion of such Assessment that is owed by the applicable Member. The total number of Lots in the Subdivision may be increased from time-to-time by Declarant in its sole and absolute discretion in accordance with Section 10.02 hereof, and any such increases in the total number of Lots in the Subdivision shall be taken into account in calculating any Assessments in accordance with this Section.

4.07 Initial Capital Contribution Assessment. An Assessment is hereby levied against, and due upon the closing of the sale of, each Lot in the amount of _____ (____) of the then current annual Assessment against the purchaser of each Lot (whether such Lot has a completed Home located upon it or otherwise) and against each subsequent purchaser of each Lot; provided, however, that in the case of sales of Lots by Declarant to a Builder, the Builder shall be exempt from such Assessment. The proceeds of such Assessments may be used by the Association for any purpose for which the Association is authorized under the Articles of Incorporation, Bylaws or this Declaration. [Delete and replace with [Intentionally Deleted] if capital contributions are not being assessed.]

4.08 Reservation of Lien; Effect of Nonpayment of Assessments; and Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest thereon at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Mississippi. The Association may bring an action at law or in equity against the Owner personally obligated to pay any Assessment. Furthermore, a lien is hereby reserved in favor of the Association against each Lot in the amount of all Assessments outstanding against such Lot (the "Assessment Lien"). Interest, costs, and reasonable attorneys' fees of any action brought by the Association in respect of an Assessment and/or the Assessment Lien applicable to such Assessment shall be added to the amount of such Assessment and shall be secured by the Assessment Lien. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions, in the name of the Association, against such Owner personally for the collection of each Assessment as a debt and to foreclose the Assessment Lien in the manner provided for the foreclosure and sale under a mortgage and deed of trust pursuant to Mississippi law. Each Owner hereby expressly grants to the Association a power of sale in connection with the Assessment Lien. The Association, including its agents, successors, assigns, attorneys in fact or other legal representatives, shall have the power to appoint a trustee or substitute trustee to perform the sale, and the Association shall have the right to bid at any foreclosure sale and to acquire and hold, lease, encumber, and convey the same. At any such public sale, the appointed trustee may execute and deliver to the purchaser a conveyance of the property in fee simple. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any Assessment within thirty (30) days of the applicable due date. Furthermore, and without limiting any rights of the Association hereunder, the Association shall have the right to transfer, assign and convey to any third party any debt associated with any unpaid Assessments and the Assessment Lien that is associated therewith.

4.09 Election of Remedies. Institution of a suit at law to collect payment of any delinquent Assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection by foreclosure of any sums remaining owing to it, nor shall proceeding by foreclosure to effect such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to the Association. The Association shall be entitled to bid at any sale held in connection with the foreclosure of the Assessment Lien and may apply as a cash credit against its bid all sums secured by the lien enforced.

4.10 Subordination of the Lien to Deeds of Trust. The Assessment Lien shall be subordinate to the lien of any first deed of trust on a Lot. Sale or transfer of any Lot shall not affect the Assessment Lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a first deed of trust on said Lot or any proceeding in lieu thereof, shall extinguish the Assessment Lien as to payments which became 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 Assessment Lien associated therewith or relieve the prior Owner from any personal liability for any unpaid Assessments occurring prior to said sale or transfer.

4.11 Estoppel Letter. The Association shall, within thirty (30) days after receiving a written request therefor and for a reasonable charge, as established by the Board of Directors, certify to the amount of any unpaid Assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of Assessments due with respect to a Lot shall be binding upon the Association.

ARTICLE FIVE

MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Without limiting the foregoing, the Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and to carry out its rights and duties set forth in this Declaration. Each Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the House and any other improvements erected thereon. The cost of the same shall be added to and become part of the Assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be an individual Assessment against the Owner responsible therefor and the Lot of such Owner.

ARTICLE SIX
ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Member requesting a copy of same from the Association.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given.

6.03 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to inspect whether construction is proceeding in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section 6.03, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.04 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for

any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE SEVEN

USE RESTRICTIONS

7.01 Residential Use; Commercial Activity. Except as is hereinafter provided in this Section and in Section 10.01(c) hereof, each Lot is hereby restricted to a private, single-family dwelling for residential use. No commercial activities of any kind whatsoever shall be conducted in any Home, any other building located on a Lot, or any portion of any Lot; provided, however, that (a) an Owner may conduct a business entirely within his Home so long as (i) such business uses only ten percent (10%) of the total square footage of such Home, (ii) such business does not result in parking of additional vehicles on the Subdivision streets or Common Areas, (iii) such business is secondary to the use of the Lot for residential purposes, and (iv) such business shall not violate any applicable zoning ordinances, and (b) Builders shall have the right to use a House as a "model home" and to operate a sales office from such model home.

7.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Association; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot but assessed and governed as two Lots.

7.03 Signs. No sign of any kind shall be displayed on any Lot (including, without limitation, any signage within a Home that is visible from the exterior of such Home), except (i) that any Owner actively attempting to sell his Lot may place a "for sale" sign of less than four (4) square feet on his Lot; (ii) during the building of homes in the Subdivision, Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

7.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.05 Design Criteria; Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

- (a) Any House shall contain a minimum of _____ (_____) square feet of heated and cooled living space.
- (b) No House may exceed three (3) habitable stories above grade.

- (c) All sidewalks shall be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. Accordingly, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review Committee. Each Owner shall construct or cause to be constructed on his or her Lot the approved sidewalk upon completion of the House on his or her Lot and before occupancy thereof. [NOTE: DELETE IF APPLICABLE]
- (d) The residential structure may contain a garage or carport; provided however, that no garage or carport may have a flat roof and any such garage or carport shall be in conformity with the general architecture of the primary residential building or structure.
- (e) Air-conditioning and heating units, blowers, towers, condensers or structures related thereto, when erected between the side of any building or structure and the side Lot line of the Lot on which said building or structure is located, shall be enclosed in conformity with the general architecture of the primary residential building or structure, or shielded by shrubbery. No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.
- (f) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.
- (g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as to minimize visibility from the front of the Lot and shall be placed on the back or side of any roof.
- (h) No plumbing or heating vent shall be placed on the front side of any roof.
- (i) Driveways must be made of concrete, unless an alternative surface is approved by the Architectural Review Committee in its sole discretion; provided, however, that in no event may any Driveway be painted, scored or otherwise colored.
- (j) During construction, all vehicles, including those delivering supplies, must be parked so as not to unnecessarily damage trees on a Lot or Common Area.
- (k) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the House and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.
- (l) Fences constructed or erected on any Lot shall be of wood construction. Each fence must be a picket fence design, privacy fence design or shadowbox fence design. No fence shall exceed six feet in height. Any stain or coating applied to fences must

result in a natural wood appearance. Walls or other designs are not permissible. No fence shall be constructed from the front property line to 20 feet behind the corner of the house nearest front property line. All Lots shall be grassed in the entire designated yard area by sodding and the yard shall be landscaped upon the completion of construction and before occupancy. It shall be the Owner's responsibility to maintain any landscaping or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition.

- (m) No outside clothes lines shall be permitted.
- (n) Following construction of a Home on a Lot, existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.
- (o) Any roof constructed over any structure on any Lot must be covered with composite shingles or such other types of roof coverings of a higher grade and quality than composite shingles as are approved by the Architectural Review Committee.

7.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times. Notwithstanding the foregoing, the restrictions in this Section 7.06 shall not apply to any service animals, support animals, and any other animals permissible under the Americans with Disabilities Act.

7.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.08 Accessory Structures. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure is attached to the House erected on the same Lot and the architecture and character of such structure matches that of said House. Notwithstanding the foregoing, one (1) accessory building may be erected, placed or set on any Lot if such structure is: (a) no more than twelve (12) feet by sixteen (16) feet in size [NOTE: CONFIRM MAXIMUM SIZE LIMIT]; (b) no more than nine (9) feet in height; (c) located upon the back yard of such Lot; (d) enclosed on all sides by a wooden fence of at least six (6) feet in height; (e) of the same architecture and character of the House located on such Lot; and (f) approved by the Architectural Review Committee.

7.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.10 Vehicles.

- (a) No inoperative cars, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles and campers shall not be parked or stored on any Lot. Boats and utility trailers shall be parked in garages or basements or shall be stored out of sight from all neighbors and fully screened by a privacy fence of no less than six (6) feet in height.
- (d) Overnight parking within any street right of ways is prohibited. Parking in yards is strictly prohibited.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot.

7.11 Construction. Any and all improvements on any Lot shall comply with the standards and provisions of the City of Gulfport, Mississippi, and its applicable building code. The use of dumpsters for cleaning and construction sites is permitted.

7.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.13 Outdoor Lighting. No exterior lighting fixture (other than fixtures approved by the Architectural Review Committee) shall be installed within or upon any Lot without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent properties. No flood lights or security lights shall be allowed on any Lot. No light shall be attached to the soffits of any improvements on the Lot unless the lights are recessed.

7.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition.

7.15 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

7.16 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.17 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings. Notwithstanding the foregoing, in the event the Association purchases any flags or other decorative items, each Owner shall hang any such flag or other decorative item from the exterior of such Owner's Home at the location, in the manner and at such times as shall be required by the Association in the Association's sole and absolute discretion.

7.18 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors; provided, however, that an Owner may store and possess gasoline and other flammable or hazardous materials typically used in the operation and maintenance of a single family residence and yard, in reasonable quantities for personal use upon Owner's Lot without obtaining such written consent. The Board of Directors may require removal of any flammable or hazardous materials from the Subdivision if it determines, in its sole and absolute discretion, that any type or quantity of material is in violation of this Section.

7.19 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted.

7.20 Windows and Window Treatments. Reflective glass shall not be permitted on the exterior of any House or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors and all hurricane or storm shutters must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted. Hurricane or storm shutters (a) may not be closed or otherwise installed to cover windows unless and until a tropical storm or hurricane warning is issued by the National Weather Service for the County in which the Subdivision is located, and (b) shall be opened and/or otherwise removed within seventy-two (72) hours of the storm's passage.

7.21 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

7.22 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning

ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

7.23 Swimming Pools. No swimming pools shall be constructed, altered or maintained upon any Lot without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding the foregoing, any such swimming pool must also be constructed, equipped, and maintained in accordance with the laws, ordinances, regulations, rules and standards of any city, county, and/or state authorities having jurisdiction over the Subdivision. Any Owner who desires to construct a swimming pool on such Owner's Lot shall also, prior to completion of such swimming pool, construct a fence around such swimming pool, which fence must also be approved by the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding anything contained herein to the contrary, (a) above-ground pools are expressly prohibited, and (b) pools may not be screened.

7.24 Stormwater Drainage Improvements. Owners shall not alter, fill or otherwise change any stormwater improvements made to such Owner's Lot by Declarant in the development of the Subdivision or by any Builder during the construction of a Home on such Owner's Lot, including, without limitation, any drainage ditches and/or swales, without the prior written approval of the Association, which may be withheld by the Association in its sole and absolute discretion.

7.25 Outdoor Equipment. No outdoor equipment, tools, generators, or sporting equipment (including but not limited to basketball goals) may be installed or affixed to any Lot or House without prior written approval from the Architectural Review Committee; provided, however, that portable outdoor equipment, tools, generators, or sporting equipment may be used on a temporary basis for no more than twenty-four (24) hours and promptly removed from view after use. Notwithstanding the foregoing, portable generators may be used and located on a Lot for more than twenty-four (24) hours in the event of an emergency or power outage but must be promptly removed once power is restored. Any backyard playground equipment or trampoline placed on a Lot must be fenced, with Architectural Review Committee prior approval required for the fencing design, materials, height and location for such fencing.

ARTICLE EIGHT

ADDITIONAL RESTRICTIONS

8.01 Leasing. Homes and Lots may be leased by an Owner for residential purposes only. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder. [NOTE: CONFIRM].

8.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to encumber his Lot.

8.03 Regulations. Reasonable regulations concerning the use of the Lots and the Common Area may be made and amended from time to time by the Board of Directors.

8.04 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any holder of a deed of trust, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its deed of trust.
- (b) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the deed of trust.

ARTICLE NINE

ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.02 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

- (a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and
- (b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof.

9.03 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for fifty (50) years after the date this Declaration is recorded in the public records, after which it

shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.05 No Additional Burden. Except as provided in Article Ten, no amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.06 Amendments. Except as provided in Article Ten, this Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members; provided, however, that unless and until Turnover has occurred no such amendment may be effected without the written consent of Declarant to such amendment, which consent may be withheld by Declarant in Declarant's sole and absolute discretion. Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE TEN

RESERVED DECLARANT RIGHTS

10.01 General Reserved Rights. Until Turnover, Declarant reserves unto itself, its successors and assigns:

- (a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.
- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.
- (c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

Except as set forth in Section 10.04, all of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any or all of the Additional Property subject to all or any of the terms and conditions of this Declaration and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. Declarant's option to annex any Additional Property in accordance with this Section shall expire upon Turnover. The Additional Property may be annexed in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (aa) no Additional Property shall be subject to this Declaration unless and until Declarant executes an amendment to this Declaration affirmatively exercising Declarant's rights hereunder and records such amendment in the office in which this Declaration is recorded, and (bb) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section, Declarant shall also have the sole and exclusive right (i) to alter or amend the terms of Article Seven hereof as those terms pertain to any Lots created out of such Additional Property, (ii) exempt any Lots created out of such Additional Property from any or all of the requirements of Article Seven hereof, and/or (iii) impose additional covenants and obligations on any Lots created out of such Additional Property.

10.03 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner, except as required by Section 10.04.

10.04 Rights in Regard to the Association. Until Turnover, Declarant shall have the sole and exclusive right to (1) appoint, remove and replace all of the members of the Board of Directors of the Association; (2) appoint all of the officers of the Association; (3) appoint, remove and replace the members of the Architectural Review Committee of the Association as defined in and in accordance with the Bylaws; (4) amend the Articles of Incorporation and the Bylaws; and (5) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the members of the Association. Upon Turnover, the then-current members of the Association shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in this Declaration and the Bylaws.

10.05 Consent of D.R. Horton to Certain Matters. Declarant may not exercise any rights reserved in this Article Ten, or take any action or grant any approval as Declarant under this Declaration (other than any other approval given in the ordinary course as an Owner and not as

Declarant) without obtaining the prior written consent of D.R. Horton, Inc. - Birmingham ("DHI"); provided, however, that no such consent shall be required for (a) the annexation of any of the Additional Property under Section 10.02 hereof, or (b) any changes to or additions of restrictive covenants that are applicable solely to phases of the Subdivision in which DHI does not own any Lots that it acquired from Declarant or any affiliate of Declarant and does not have a purchase contract with Declarant for the purchase of Lots.

10.06 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

ARTICLE ELEVEN **INSURANCE; CASUALTY**

11.01 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements, if any, of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Without limiting the foregoing, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association. The expense of all insurance coverage obtained by the Association in accordance with this Section shall be a Common Expense.

11.02 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to

cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

11.03 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special Assessment against the Owner of each Lot. Additional Assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

11.04 Damage and Destruction – Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction.

ARTICLE TWELVE

MISCELLANEOUS

12.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

12.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

12.03 Applicable Law. The laws of the State of Mississippi shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

12.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

12.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

12.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Mississippi law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

12.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person, or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

12.08 Conflict Between Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles of Incorporation and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Articles of Incorporation shall control. If there is any conflict or inconsistency between the terms and

conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

DECLARANT:
HIGHLAND LAKE TOWNHOMES, LLC,
a Mississippi limited liability company

By: _____
Name: _____
As Its: _____

STATE OF MISSISSIPPI :
COUNTY OF _____:

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named _____, who acknowledged that he is _____ of HIGHLAND LAKE TOWNHOMES, LLC, a Mississippi limited liability company , and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

{SEAL}

NOTARY PUBLIC
My Commission Expires: _____

DEED OF TRUST BENEFICIARY'S CONSENT AND SUBORDINATION

[INSERT NAME OF LENDER]("Lender"), the beneficiary under that certain [INSERT TITLE OF DEED OF TRUST], executed by [INSERT NAME OF BORROWER], a _____, dated _____ and recorded in Book _____, Page _____ of the Office of the Chancery Clerk of Harrison County, Mississippi, _____ Judicial District (the "Deed of Trust"), does hereby consent to the recording of this Declaration of Conditions, Covenants and Restrictions ("Declaration"). Furthermore, Lender does hereby subordinate in all respects its interest in and to the property described in the Deed of Trust to this Declaration; provided, however, that the lien of the Association for assessments under the Declaration shall be subordinate to the lien of Lender under the Deed of Trust, as provided in Section 4.07 of the Declaration. Lender does hereby acknowledge and agree that this Declaration shall be given priority over the Deed of Trust, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Deed of Trust, the same as if this Declaration were executed, delivered and recorded prior to the execution and recording of the Deed of Trust.

IN WITNESS WHEREOF, Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the ____ day of _____, 20____.

[NAME OF LENDER], a _____

By: _____
Name: _____
As Its: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named _____ who acknowledged that (he)(she) is _____ of _____, a _____, and that for and on behalf of the said _____, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do.

Notary Public
My Commission Expires:

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

All property within the Highland Lake Townhomes, Phase _____ Subdivision as shown on the plat recorded in Map Book _____, Page _____ in the Office of the Chancery Clerk of Harrison County, Mississippi, _____ Judicial District.

EXHIBIT "B"
DESCRIPTION OF THE ADDITIONAL PROPERTY

[ADD PHASE 2 LEGAL DESCRIPTION]



**OFFICE of DIRECTOR of
PUBLIC WORKS and
ENGINEERING**

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

March 4, 2022

Mr. Andy Phelan, P.E.
Gulf Coast Development and Design
Phone (228) 229-5021

**Re: Water and Sewer Service Availability for the Proposed Highland Lake Townhomes
(164 Connections)**

Dear Mr. Phelan:

This is to inform you that the City of Gulfport has the water and sewer availability to serve the proposed development located on Ollie Road just north of Highland Circle. (164 Connections).

Water:

Water is available via an existing 12 inch water main located just south of the intersection of Ollie Road and Highland Circle as shown on the Highland Lake Townhomes Utility Plans dated March 2, 2022 by Phelan Engineering, LLC. The water main will have to be extended, at the developer's expense. The engineer of record is responsible to ensure the fire flow meets the current City of Gulfport city standards.

Sewer:

Sewer is available via an existing sewer manhole at the southeast of the property as shown on the Highland Lake Townhomes Utility Plans dated March 2, 2022 by Phelan Engineering, LLC. Gravity sewer will have to be extended, and the current lift station will have to be upgraded at the developer's expense.

All plans are subject to the review and approval of the City of Gulfport Public Works and Engineering Departments prior to construction. Once the improvements are completed, the City of Gulfport Public Works and Engineering Departments shall inspect and approve the system prior to final acceptance.

****This will serve letter is valid for 12 months from the date issued.****

If you need any further information or have any questions, please contact our office at (228) 868-5740.

Sincerely,

Wayne E. Miller, P.E.
Director of Public Works and Engineering

cc: File

REVISED 6/6/02

FOR OPC USE ONLY

AI NO. _____

PLA NO. _____

**INFORMATION REGARDING PROPOSED WASTEWATER PROJECTS
TO: THE MISSISSIPPI OFFICE OF POLLUTION CONTROL**

The GULF COAST DEVELOPMENT & DESIGN, LLC,
(Name of Body Making Application, i.e. Individual, Corporation, Municipality, Developer, etc.)

whose mailing address is 919 2ND STREET, GULFPORT, MS, 39501,
(Street and Number) (City) (State) (Zip)

whose responsible official is KENNETH JONES, II, OWNER,
(Name) (Title)

and whose phone number is (228) 596 - 4471,

Herewith submits for consideration of the OPC plans, specifications, and other necessary data prepared by

PHELAN ENGINEERING, LLC
(Engineer or Firm)

ANDY PHELAN, PE
(Firm's Project Contact Person, if applicable)

2515 HAVARD ROAD
(Mailing Address)
OCEAN SPRINGS, MS 39564
(City, State, Zip)

(228) 229 - 5021
(Phone Number)

who is hereby authorized to represent the applicant in the engineering features of this project for

the construction of A NEW GRAVITY SEWER SYSTEM TO CONNECT TO AN EXISTING LIFT STATION;

THE LIFT STATION IS PRIVATELY MAINTAINED, BUT WILL BE UPGRADED AND TAKEN OVER BY THE CITY

(Clearly Describe Project: New System, Modification, Extension, Rehabilitation, Treatment, etc.)

to serve A 164-LOT TOWNHOME COMMUNITY
(Subdivision, Plant, School, Other)

located at NEAR HIGHLAND CIRCLE AND OLLIE ROAD; NE 1/4 OF SE 1/4 S6 T7S R10W
(Approximate Location, Including Section, Township, and Range)

in or near the City of GULFPORT in the County of HARRISON, State of Mississippi, as required by the regulations of the OPC and herewith make application to the OPC for the approval of this project. We understand through the regulations of the OPC that this approval is required prior to the initiation of construction activities.

Upon construction, these facilities will be owned and maintained by _____

THE CITY OF GULFPORT

(Name of Utility Company, Municipality, Owner, Developer, etc.)

whose mailing address is 4050 HEWES AVE, GULFPORT, MS, 39507
(Street and Number) (City) (State) (Zip)

NOTE: IF THIS PROJECT DOES NOT ADD ANY NEW CONNECTIONS OR ADDITIONAL FLOWS TO THE COLLECTION SYSTEM, YOU MAY OMIT SECTIONS A. THROUGH E. BELOW.

A. EXISTING SEWAGE COLLECTION SYSTEM

1. The facilities collecting the sewage from this proposed project are owned by _____

THE CITY OF GULFPORT

(Utility Company, Municipality, etc.)

2. The number of connections existing are 29,000

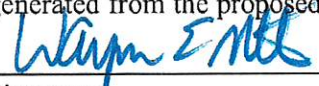
3. The length of sanitary sewers existing are 530 MILES

4. The number of existing lift stations are 183 LIFT STATIONS

5. Additional facilities that collect sewage from this proposed project, i.e. a regional wastewater authority, are owned by HARRISON COUNTY UTILITY AUTHORITY

B. CERTIFICATION(S) FROM COLLECTION ENTITIES

The official(s) responsible for the wastewater collection facilities denoted in Section A. above, that will serve the proposed project, do hereby certify that we agree to transport the wastewater flows generated from the proposed project. We also hereby certify that we have determined that our collection system(s) have the capacity available to transport properly the wastewater flows generated from the proposed project.



Signature

DIRECTOR OF PUBLIC WORKS & ENGINEERING

Title

CITY OF GULFPORT

Entity

Signature

Title

Entity

C. EXISTING SEWAGE TREATMENT WORKS

1. The facilities responsible for treatment of the sewage from this proposed project are owned by HARRISON COUNTY UTILITY AUTHORITY
(Utility Company, Municipality, etc.)
2. The OPC Permit Number for this wastewater facility is MS0051756.
3. The capacity for this wastewater treatment facility is 7.75 MGD.
4. The treatment type of this wastewater treatment facility is ACTIVATED SLUDGE
(Activated Sludge, Aerated Lagoon, etc.)
5. The present population served by the treatment facility is 30,000.
6. The operator in charge will be TERRY ATKISSON, who is a
Class IV wastewater operator, holding certificate number WW4-00009591.

D. CERTIFICATION FROM WASTEWATER TREATMENT ENTITY

The official responsible for the wastewater treatment facility denoted in Section C. above, that will serve the proposed project, does hereby certify that we agree to treat the wastewater flows generated from the proposed project. We also hereby certify that we have determined that our treatment facility has the capacity available to treat properly the wastewater flows generated from the proposed project.

Signature

EXECUTIVE DIRECTOR

Title

HARRISON COUNTY UTILITY AUTHORITY

Entity

E. PROPOSED PROJECT DETAILS

1. The ultimate population to be served by this proposed project is 330 PEOPLE.
2. The number of connections to be added are 164.
3. Per capita discharge 100 gpcd: Infiltration 20 gpcd. (Estimate, if unknown)
4. Area Served in Acres 20.14 Design Population Per Acre 16.4
5. The area water is supplied by CITY OF GULFPORT
4050 HEWES AVE, GULFPORT, MS 39507
(Name and Address of Water Utility)

6. Proposed Sewage Pumping Stations

Location or Number	Units Served	Pump Capacity (gpm)	Influent Flow (gpm)	
			Avg.	Peak
#1*	530 PPL	150 GPM	37	146

* AN EXISTING PRIVATE STATION TO BE UPGRADED AND TURNED OVER TO CITY OF GULFPORT

F. ADDITIONAL CLEARANCES

NOTE: APPROVAL OF THIS PROJECT SHALL NOT BE GRANTED UNTIL ALL THE MDEQ PERMITS, COVERAGES, AND APPROVALS DENOTED BELOW ARE SATISFACTORILY ADDRESSED.

1. The total area of ground disturbance by clearing, grading, and excavating for utilities, roadways, lots, etc. is 14.0 acres.
2. For construction projects disturbing five or more acres, have you applied to MDEQ or an MDEQ approved local authority for construction stormwater permit coverage?

☒ Yes ☐ Not applicable

If not applicable, why? _____

NOTE: IF YOU ARE DISTURBING MORE THAN ONE ACRE BUT LESS THAN FIVE ACRES AFTER MARCH 10, 2003, YOU MUST FOLLOW THE REQUIREMENTS OF MDEQ'S SMALL CONSTRUCTION STORM WATER GENERAL PERMIT. ALSO, AFTER MARCH 10, 2003, IF YOU ARE IN AN AREA THAT HAS AN MDEQ APPROVED LOCAL AUTHORITY YOU MUST APPLY FOR APPROVAL FOR 1-5 ACRE CONSTRUCTION PROJECTS. SOME LOCAL AUTHORITIES MAY REQUIRE APPROVAL FOR DISTURBANCE LESS THAN ONE ACRE.

3. Have determinations/authorizations been received from the Corps of Engineers regarding the need for a Section 404 Permit, General Permit or Nationwide Permit for stream or intermittent drain crossings, stream re-routing, or for placing fill material into wetlands?

☒ Yes ☐ Pending ☐ Not applicable

If not applicable, why? _____

G. ADDITIONAL CERTIFICATIONS

We hereby certify that we are the applicants for this project, that we are familiar with the information contained in this form, and that, to the best of our knowledge and belief, such information is true, complete, and accurate.

Signature of Responsible Official for Body Making Application

KENNETH JONES, II; OWNER, GULF COAST DEVELOPMENT AND DESIGN, LLC

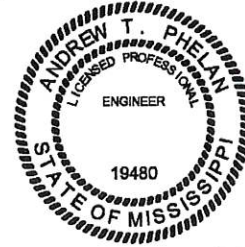
Printed Name and Title of Above

I hereby certify that the engineering documents for this project were prepared by myself or under my direct supervision, that I am familiar with the information contained in this form, and that, to the best of my knowledge and belief, such information is true, complete, and accurate.

Signature of Engineer Registered Under Mississippi Laws

ANDY PHELAN, PE MS 19480

Typed Name and Registration Number

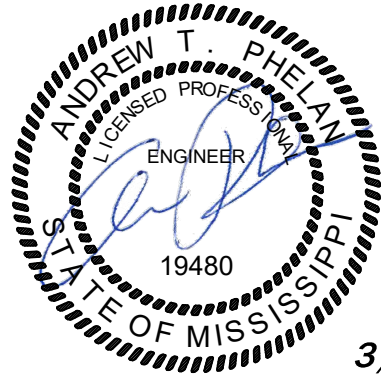


THE APPLICANTS AGREE THAT NO CHANGES IN OR DEVIATION FROM THE PLANS AND SPECIFICATIONS APPROVED BY THE OPC WILL BE MADE EXCEPT WITH THE PRIOR CONSENT AND APPROVAL OF THE OPC.

COMMENTS: _____

SHEET LIST

SHEET #	SHEET TITLE
C0.0	TITLE SHEET
-	PROJECT LAYOUT
-	DIMENSIONAL LAYOUT
C0.1	GENERAL NOTES
C0.2	SURVEY
C1.0	SITE LAYOUT
C1.1	SITE LAYOUT - EAST
C1.2	SITE LAYOUT - WEST
C1.3	LOT DATA
C1.4	LOT DATA
C2.0	UTILITY PLAN - OVERALL
C2.1	UTILITY PLAN - EAST
C2.2	UTILITY PLAN - WEST
C2.3	LIFT STATION DETAILS
C3.0	GRADING AND DRAINAGE - OVERALL
C3.1	GRADING AND DRAINAGE - EAST
C3.2	GRADING AND DRAINAGE - WEST
C3.3	GRADING AND DRAINAGE - DESIGN INFORMATION
C3.4	GRADING AND DRAINAGE - PROFILES
C3.5	GRADING AND DRAINAGE - PROFILES
C3.6	GRADING AND DRAINAGE - DETENTION
C3.7	GRADING AND DRAINAGE -DETENTION DETAILS
C4.0	ROAD PROFILE - LAYOUT
C4.1	ROAD PROFILE - FRAIZER
C4.2	ROAD PROFILE - FRAIZER
C4.3	ROAD PROFILE - FRAIZER
C4.4	ROAD PROFILE - FRAIZER
C4.5	ROAD PROFILE - SINCLAIR
C4.6	ROAD PROFILE - SINCLAIR
C4.7	ROAD PROFILE - MCCONNELL
C4.8	ROAD PROFILE - MARJORIE
C5.0	EROSION CONTROL (INITIAL)
C5.1	EROSION CONTROL
C6.0	CONSTRUCTION DETAILS
C6.1	CONSTRUCTION DETAILS
C6.2	CONSTRUCTION DETAILS
C6.3	CONSTRUCTION DETAILS
C6.4	CONSTRUCTION DETAILS
C6.5	CONSTRUCTION DETAILS



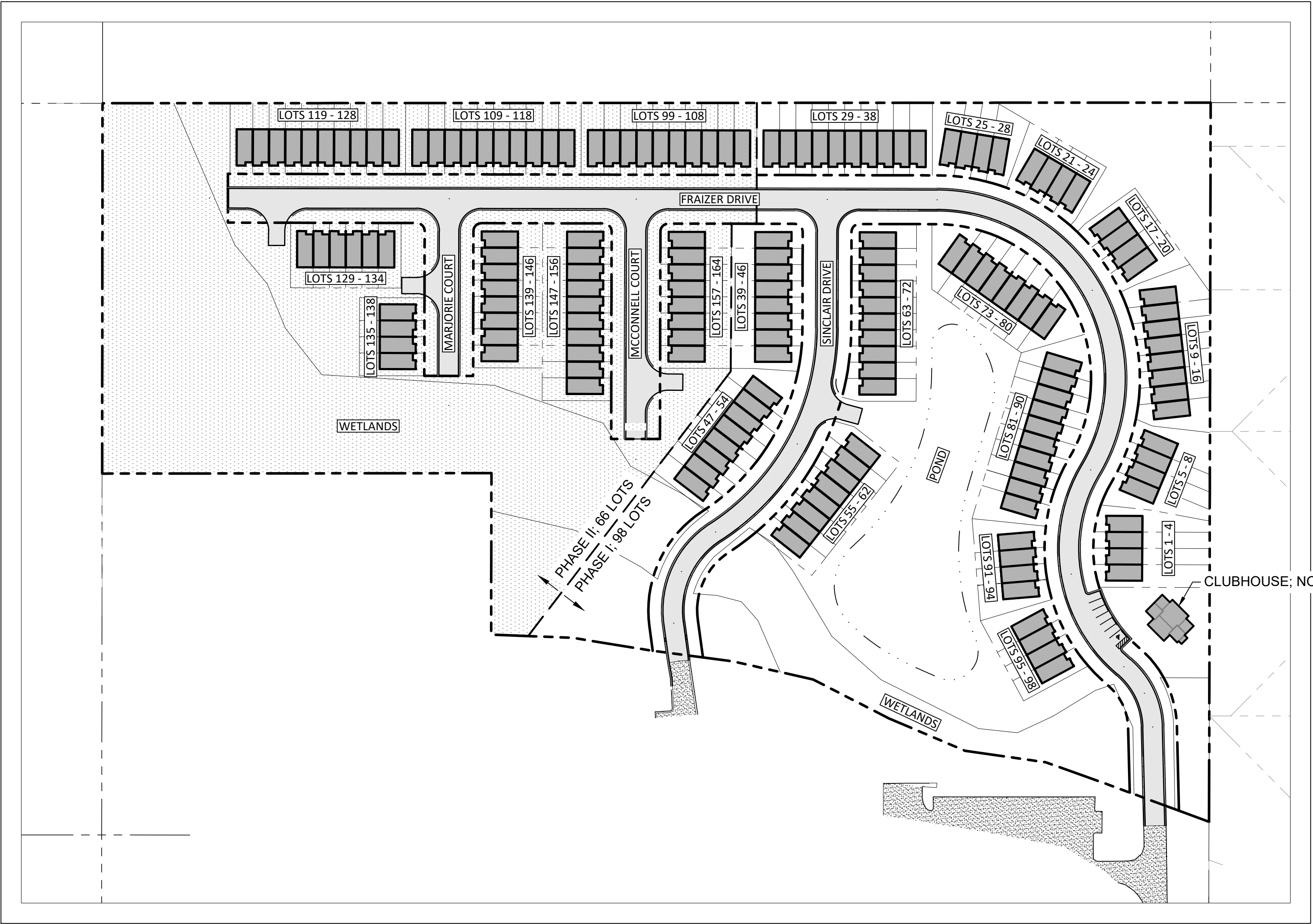
3/3/2022

THIS PLAN SET BEING
SUBMITTED TO CITY
OF GULFPORT FOR
PLANS REVIEW

HIGHLAND LAKE TOWNHOMES

AT GULFPORT HIGHLANDS

LOCATED IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF
GULFPORT, 1ST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

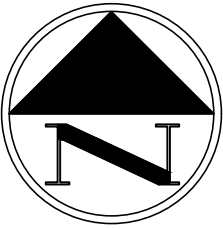
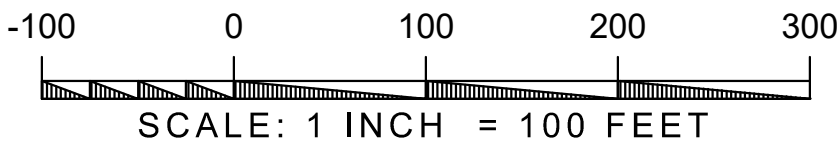


CLUBHOUSE; NOT IN CONTRACT



VICINITY MAP
NOT TO SCALE

PROJECT OVERVIEW



PLANS PREPARED BY:



ON BEHALF OF:



PROJECT		HIGHLAND LAKE TOWNHOMES
PROJECT PHASE	100% DESIGN	
PROJECT ADDRESS	LOT 4 - GULFPORT HIGHLANDS	
DATE	MARCH 2022	PROJECT # 011
REVISION DESCRIPTION		BY
NO.	DATE	
TITLE SHEET		
SHEET TYPE		
SHEET NUMBER	C0.0	

LINE TABLE		
LINE #	LENGTH	DIRECTION (CW)
L1	80.03	N01°23'03.75"W
L2	95.14	N89°52'30.80"W
L3	117.66	S00°07'29.20"W
L4	46.67	S07°46'53.06"E
L5	30.21	S07°46'53.06"E
L6	117.66	S00°07'29.20"W
L7	155.00	S89°52'30.80"E
L8	255.00	N00°07'29.20"E
L9	60.00	S89°52'30.80"E
L10	255.00	S00°07'29.20"W
L11	150.00	S89°52'30.80"E
L12	177.90	N00°07'29.20"E
L13	60.00	S89°52'30.80"E
L14	177.90	S00°07'29.20"W
L15	232.00	S89°52'30.80"E
L16	60.00	S00°07'29.20"W
L17	872.14	N89°52'30.80"W
L18	103.84	N01°23'03.75"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	59.07	70.0	048.35°
C2	309.21	220.0	080.53°
C3	399.73	190.0	120.54°
C4	15.71	10.0	090.00°
C5	328.13	330.0	056.97°
C6	96.25	85.0	064.88°
C7	164.19	145.0	064.88°
C8	268.47	270.0	056.97°
C9	15.71	10.0	090.00°
C10	15.71	10.0	090.00°
C11	15.71	10.0	090.00°
C12	15.71	10.0	090.00°
C13	15.71	10.0	090.00°
C14	525.97	250.0	120.54°
C15	224.95	160.0	080.55°
C16	109.76	130.0	048.38°

MISCELLANEOUS DATA

1. PRESENT TRACT DESIGNATION: 1008F-01-001.000
2. SUBDIVISION NAME: HIGHLAND LAKE TOWNHOMES
3. PRESENT OWNER: GH VILLAGE, LLC; 4680 HICKORY RIDGE, JACKSON, MS 39211
4. SUBDIVIDER: GULF COAST DEVELOPMENT & DESIGN, LLC; 919 2ND STREET, GULFPORT, MS 39501
5. PROJECT ENGINEER: PHELAN ENGINEERING, LLC; ANDY PHELAN, PE
6. PROJECT LAND SURVEYOR: W ENGINEERING & GEOTECHNICAL; PETE WILLIAMS

PROPOSED ROAD LENGTHS

FRAIZER DRIVE - 1808.13 LF
SINCLAIR DRIVE - 633.00 LF
MCCONNELL CT - 295.00 LF
MARJORIE CT - 217.90 LF

LAND AREA ANALYSIS

TOTAL = 20.135 AC (100%)
WETLANDS = 4.343 AC (21.6%)
R.O.W. = 3.895 AC (19.3%)
COMMON AREA = 4.211 AC (20.9%)
LOTS (164) = 7.685 AC (38.2%)

MINIMUM BUILDING SETBACKS

FRONT YARD = 25 FEET
REAR YARD = 15 FEET
SIDE YARD = 8 FEET*

* SIDE YARD APPLICABLE ONLY TO END UNITS

BUILDING HEIGHT

MAXIMUM ALLOWED: 45 FEET (R-B)
ANTICIPATED: 27'-4" TO TOP OF ROOF RIDGE

LOT COVERAGE

MAXIMUM ALLOWED: 75% OF LOT AREA
ANTICIPATED: 60% (MAX)

PARKING

PARKING REQUIRED: 2 SPACES PER DU
PARKING PROVIDED: 2 SPACES PER DU*

*ONE CAR GARAGE PLUS 20' DRIVEWAY

TOWNHOME ROW LENGTH

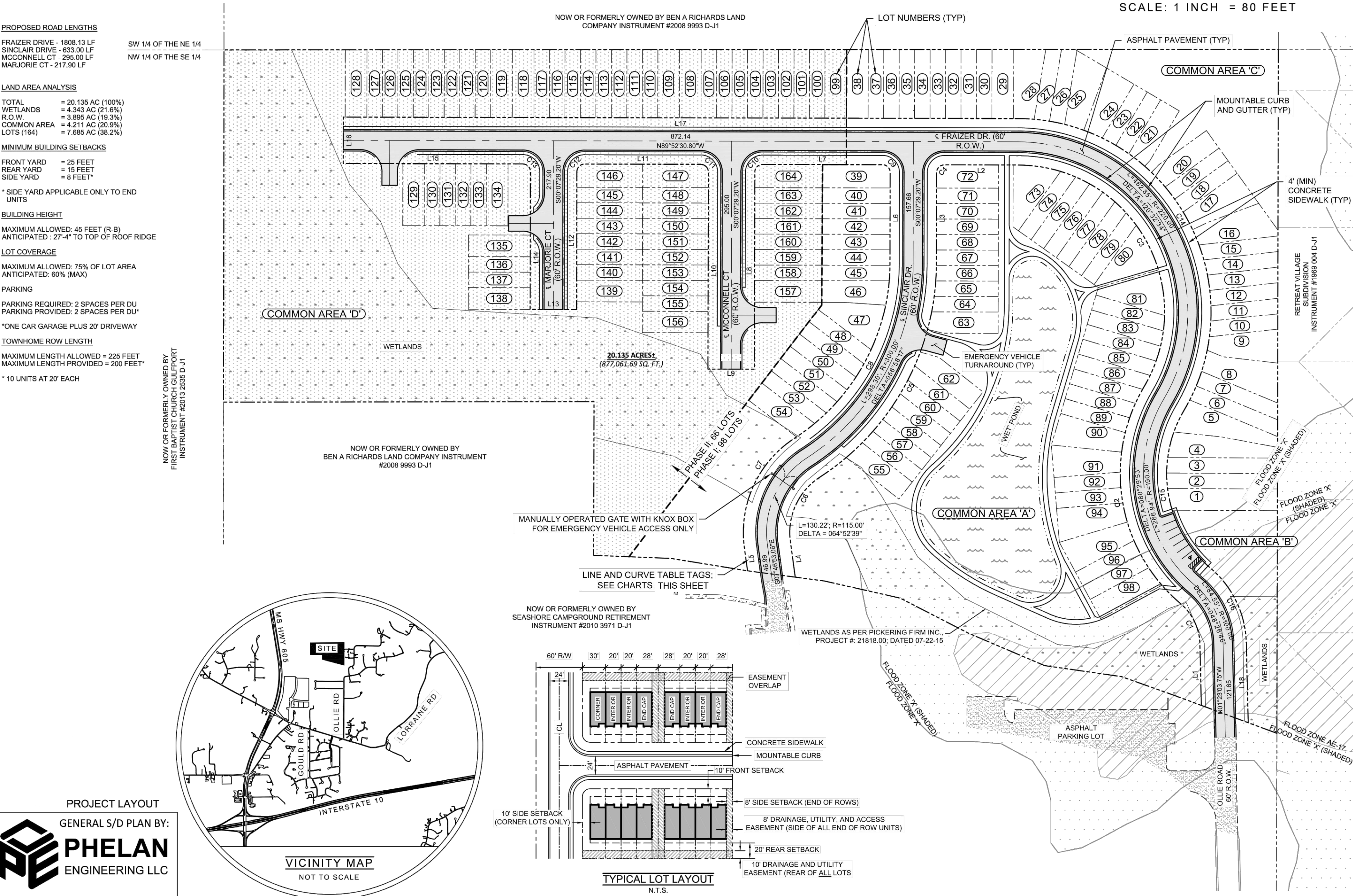
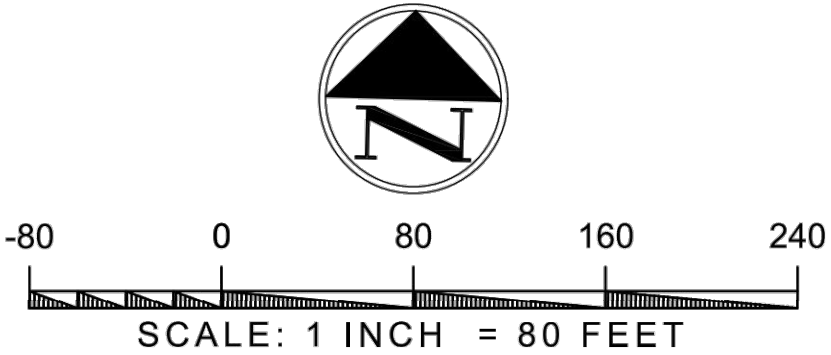
MAXIMUM LENGTH ALLOWED = 225 FEET
MAXIMUM LENGTH PROVIDED = 200 FEET*

* 10 UNITS AT 20' EACH

HIGHLAND LAKE TOWNHOMES

AT GULFPORT HIGHLANDS

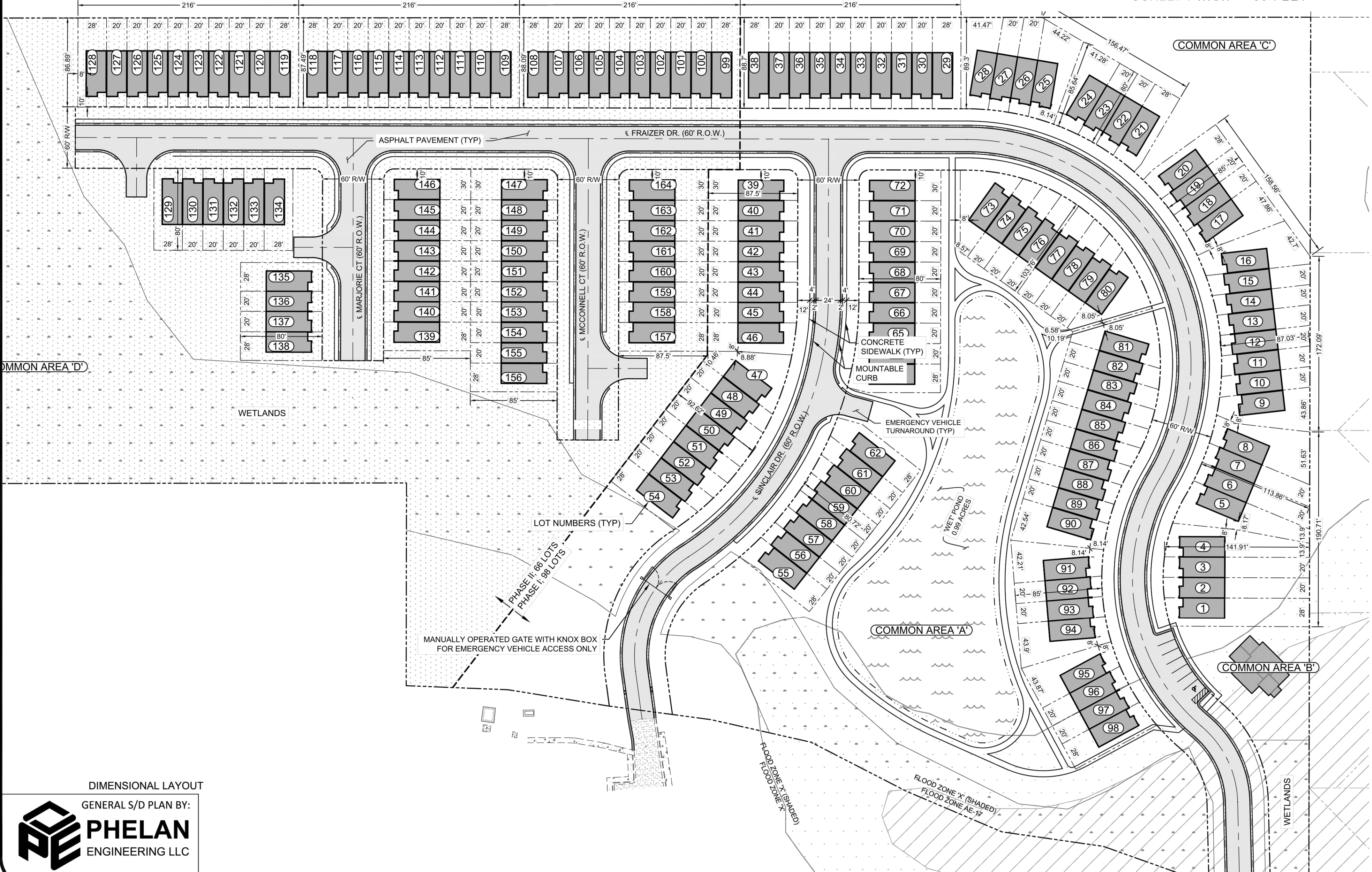
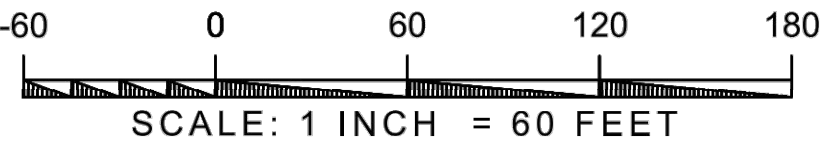
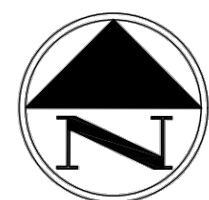
LOCATED IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, 1ST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI



HIGHLAND LAKE TOWNHOMES

AT GULFPORT HIGHLANDS

LOCATED IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, 1ST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI



WATER

1. EXISTING WATER SYSTEM(S) SHALL REMAIN IN OPERATION DURING ALL PHASES OF CONSTRUCTION.
2. ALL WATER SERVICES SHALL BE INSTALLED FROM THE MAIN TO THE METER BOX AND SHALL INCLUDE THE METER BOX AND FITTING NECESSARY FOR INSTALLATION OF THE PRIVATE SERVICES; CONTRACTOR SHALL COORDINATE METER CONNECTIONS WITH THE CITY OF GULFPORT PUBLIC WORKS.
3. THE CONTRACTOR SHALL NOT OPERATE ANY VALVE OR HYDRANT OR PLUG ANY WATER LINE WITHOUT SPECIAL PERMISSION FROM THE UTILITY PROVIDER.
4. NEW WATER SERVICE SIZES SHALL BE 1" (DOMESTIC) AND 3/4" IRRIGATION (PER THE CONSTRUCTION DETAILS), UNLESS DIRECTED OTHERWISE BY THE PROJECT PLANS, THE UTILITY PROVIDER, ETC.

SEWER

1. CONTRACTOR SHALL HAVE ON HAND AT ALL TIMES THE NECESSARY FITTINGS AND ACCESSORIES NEEDED TO PERFORM AN EMERGENCY REPAIR ON ANY EXISTING ADJACENT SANITARY SEWER FORCE MAIN (COMMON AND KNOWN SIZES); SHOULD THE MAIN BE RUPTURED DURING THE CONSTRUCTION OF THIS PROJECT.
2. THE CONTRACTOR SHALL NOT OPERATE ANY VALVE, LIFT STATION OR PLUG ANY SEWER LINE WITHOUT SPECIAL PERMISSION FROM THE UTILITY PROVIDER.
3. NEW SEWER SERVICE SIZE SHALL BE 6" UNLESS DIRECTED OTHERWISE BY THE PROJECT PLANS, THE UTILITY PROVIDER, ETC.

DRAINAGE

1. TOP ELEVATIONS OF INLETS AND BOXES ARE APPROXIMATE. FINAL GRADES SHALL BE FIELD DETERMINED BY THE ENGINEER OR AN AUTHORIZED REPRESENTATIVE.
2. ALL "VARIES" DIMENSIONS DEPEND DIRECTLY ON PIPE SIZE, THICKNESS AND DEPTH OF PIPE.

MISCELLANEOUS WATER, SEWER, & DRAINAGE

1. ALL TESTING FOR WATER, SEWER, AND DRAINAGE UTILITIES SHALL BE PER THE SERVICE PROVIDERS' STANDARD SPECIFICATIONS AND THE MDOT RED BOOK (LATEST ADDITION). CONTRACTOR MUST COORDINATE ANY TESTING WITH THE PROVIDER.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING AT HIS OWN EXPENSE ANY DAMAGED UTILITIES, PUBLIC AND PRIVATE, THAT WAS DAMAGED DUE TO THE OPERATIONS OF THE CONTRACTOR.
3. PICK-UP HOLES WILL NOT BE ALLOWED IN ANY PIPE.
4. CONTRACTOR MUST KEEP THE WATER, SEWER, AND DRAINAGE SYSTEMS FUNCTIONAL AND ALL ADJACENT HOUSES, BUILDINGS, ETC. IN SERVICE AT ALL TIMES UNLESS MINIMAL UTILITY OUTAGES ARE APPROVED BY THE SERVICE PROVIDER WITH A MINIMUM OF THREE (3) WORKING DAYS (M-F) NOTICE. NO SERVICE SHALL BE LEFT OFF TO ANY HOUSE OVERNIGHT.
5. CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL DRAINAGE STRUCTURES AND SEWER MANHOLES, AS DIRECTED BY THE UTILITY PROVIDER.
6. DRAINAGE CULVERTS, WATER AND SEWER MAINS/SERVICES ARE TO BE TIED INTO EXISTING LINES SO THAT IT WILL NOT CAUSE ANY DAMAGE. THE CONTRACTOR AT HIS SOLE EXPENSE SHALL REPAIR ANY DAMAGES THAT OCCUR AND ALL REPAIRS SHALL BE TO THE SATISFACTION OF THE PROVIDER.
7. ALL ABANDONED LINES TO BE CAPPED WITH CONCRETE GROUT.
8. CONTRACTOR SHALL EXPLORE AHEAD (SURFACE AND SUBSURFACE) 40 LINEAR FEET OF THE PIPE BEING LAID SO THAT PROPERTY ADJUSTMENTS CAN BE MADE IN THE ALIGNMENT OF THE PIPE IN CASE OF CONFLICTS WITH EXISTING STRUCTURES, UTILITIES, OR ANY OTHER KNOWN OR UNKNOWN OBSTRUCTION.
9. AT ALL LOCATIONS WHERE PIPE AND/OR FITTING COME IN CONTACT WITH CONCRETE, THE TWO MATERIALS SHALL BE SEPARATED BY 1/8" SHEET RUBBER.

EROSION CONTROL

1. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL MATERIALS AND PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE AND REMOVAL OF TEMPORARY EROSION CONTROL MEASURE NECESSARY TO CONTROL SILTATION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCES AROUND THE DOWNSTREAM PERIMETER OF ALL VEGETATED AREAS WHICH ARE DISTURBED AND SHALL PREVENT SILTATION OF ADJACENT DRAINAGE SYSTEMS AND CHANNELS WITH SILT FENCING AND HAY BALES. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL DURING THE ENTIRE COURSE OF THIS WORK PER STORMWATER BEST MANAGEMENT PRACTICES.
3. SILT FENCES SHALL BE INSTALLED AROUND ALL STOCKPILED MATERIALS.
4. PROPOSED SWALES SHALL BE SEEDED WITH THE APPROPRIATE SEED DEPENDING ON THE TIME OF YEAR. USE APPLICATION RATES PROVIDED IN THE SPECIFICATIONS. IMMEDIATELY AFTER SEEDING, THE AREA SHALL BE MULCHED AND FERTILIZED.
5. ALL DISTURBED RIGHT-OF-WAY AREAS OUTSIDE PROPOSED STREETS SHALL BE GRADED, SEEDED, MULCHED AND FERTILIZED AFTER STREET CONSTRUCTION IS COMPLETE.
6. THE PLACEMENT OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs) SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF QUALITY'S PLANNING AND DESIGN MANUAL FOR THE CONTROL OF EROSION, SEDIMENT AND STORMWATER.
7. NATURAL VEGETATION SHALL BE MAINTAINED AND PROTECTED WHEREVER POSSIBLE. DO NOT REMOVE MARKED TREES.
8. ALL CONSTRUCTION TRAFFIC SHALL ENTER/EXIT THE SITE THROUGH THE CONSTRUCTION EXIT, A CONSTRUCTION EXIT IS REQUIRED AT ALL ACCESS POINTS ON THE SITE.
9. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EROSION CONTROLS THROUGHOUT THE DURATION OF THE PROJECT.
10. TEMPORARY OR PERMANENT VEGETATIVE PRACTICES SHALL BE IMPLEMENTED WITHIN SEVEN CALENDAR DAYS WHEN A DISTURBED AREA WILL BE LEFT UNDISTURBED FOR FOURTEEN (14) DAYS OR MORE.
11. TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL NOT BE REMOVED UNTIL PERMANENT EROSION CONTROLS ARE ESTABLISHED ON ALL DISTURBED AREAS. FINAL APPROVAL ON THE PROJECT WILL NOT BE MADE UNTIL ALL TEMPORARY EROSION CONTROLS ARE REMOVED AND PERMANENT EROSION CONTROLS ARE EFFECTIVELY ESTABLISHED.
12. ALL EQUIPMENT REPAIR AND MAINTENANCE SHALL BE DONE OFFSITE.

EROSION CONTROL (CONTINUED)

1. RECEPTACLES SHALL BE PROVIDED TO PROPERLY DISPOSE OF ALL TRASH AND WASTE. ALL CONSTRUCTION DEBRIS SHALL BE PICKED UP AT THE END OF EACH DAY AND SHALL BE REMOVED COMPLETELY FROM THE SITE AT THE END OF THE PROJECT.
14. SANITARY FACILITIES SHALL BE PROVIDED ON-SITE FOR ALL EMPLOYEES.
15. TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED PRIOR TO THE START OF ANY WORK. IF IT WILL BE REQUIRED TO REMOVE THEM TEMPORARILY DUE TO CONSTRUCTION ACTIVITIES, ONCE THOSE ACTIVITIES ARE COMPLETED OR AT THE END OF THE WORK DAY, THE TEMPORARY CONTROLS SHALL BE REINSTALLED IMMEDIATELY.
16. ALL EROSION CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS.
17. ADDITIONAL EROSION AND SEDIMENT CONTROLS MAY BE DEEMED NECESSARY IF THE CONTROLS FOUND IN THIS STORMWATER MANAGEMENT PLAN ARE FOUND TO BE INEFFECTIVE.
18. ACCUMULATED SEDIMENT SHALL BE REMOVED FROM CONTROLS WHEN IT REACHES ½ THE HEIGHT OF THE CONTROL. THE SEDIMENT SHALL BE PROPERLY DISPOSED OF SO AS NOT TO CAUSE SEDIMENTATION IN ANOTHER LOCATION.
19. EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED WEEKLY AND FOLLOWING ANY RAIN EVENT. NON-FUNCTIONING, INEFFECTIVE OR DAMAGED CONTROLS SHALL BE REPAIRED, REPLACED OR SUPPLEMENTED WITH FUNCTIONAL CONTROLS WITHIN 24 HOURS OF DISCOVERY.
20. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT MIGRATES INTO THE STORM DRAIN SYSTEM.
21. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT OR CONSTRUCTION DEBRIS THAT IS TRACKED ONTO ADJACENT PAVED AREAS. ADJACENT STREETS SHALL BE KEPT CLEAN THROUGHOUT CONSTRUCTION AND SHALL BE CLEANED WITH A STREET-SWEEPER OR SIMILAR TECHNIQUE IMMEDIATELY UPON DISCOVERY OF SEDIMENT. WASHING DOWN OF THE STREET OR ANY PAVED AREAS IS NOT ALLOWED.
22. ANY SEDIMENT THAT HAS MIGRATED OFFSITE WHETHER ONTO PUBLIC OR PRIVATE PROPERTY SHALL BE REMOVED IMMEDIATELY UPON DISCOVERY.

UTILITIES, GENERAL

1. CONTRACTORS SHALL MAKE EVERY EFFORT TO PROTECT EACH PRIVATE UTILITY ENCOUNTERED AND COORDINATE ADJUSTMENTS AND/OR UTILITY RELOCATIONS WITH UTILITY OWNERS. ANY DAMAGES DONE TO UTILITIES SHALL BE REPLACE/REPAIRED AT THE CONTRACTORS EXPENSE.
- | | |
|--------------------------------|----------------|
| CENTERPOINT ENERGY ENTEX (GAS) | 228-896-7500 |
| MISSISSIPPI POWER CO. (POWER) | 1-800-532-1502 |
| COAST ELECTRIC (POWER) | 1-800-624-3348 |
| AT&T | 1-877-737-2478 |
| CABLE ONE | 228-374-5900 |
| MISSISSIPPI 811 (ONE CALL) | 1-800-227-6477 |
2. ADJUSTMENTS TO GAS, TELEPHONE, T.V. CABLE, AND POWER APPURTENANCES SHALL BE MADE BY OTHERS, BUT SHALL BE COORDINATED BY THE CONTRACTOR.
3. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THE INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR SHALL COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE THE EXACT LOCATION OF ALL EXISTING UTILITIES DETERMINED BEFORE COMMENCING ANY WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
4. IF IT IS NECESSARY TO HOLD ANY UTILITY POLES, AND A CHARGE FOR THIS SERVICE IS ACCESSED, IT SHALL BE THE CONTRACTOR'S SOLE EXPENSE.

VEGETATION

1. REMOVE ONLY TREES WITHIN THE LIMITS OF THE WORK THAT ARE NECESSARY FOR CONSTRUCTION OF THE PROJECT. NO TREES PROTECTED BY LOCAL ORDINANCE SHALL BE REMOVED, TRIMMED, OR DAMAGED, INCLUDING ROOTS, UNLESS SPECIFICALLY PERMITTED IN WRITING BY THE MUNICIPAL. ANY DAMAGES TO ANY TREE SHALL BE CONTRACTOR'S RESPONSIBILITY AS WELL AS ANY RESULTING PENALTIES OR REQUIREMENTS THAT MAY BE IMPOSED BY THE MUNICIPALITY.

TRAFFIC/SIGNS

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND ANY ATTACHED TRAFFIC CONTROL PLAN.
2. CONTRACTOR SHALL REMOVE AND REINSTALL ANY CONFLICTING STREET SIGNS. ANY SIGNS DAMAGED BY THE CONTRACTOR, SHALL BE REPLACED AT THE CONTRACTORS EXPENSE. ALL SIGNS REPLACED MUST CONFORM TO MUTCD SPECIFICATIONS.
3. STRIPED MARKER ON BARRICADES WITH STRIPE ANGLING DOWNWARD ON A 45-DEGREE ANGLE SHOULD ANGLE DOWN AWAY FROM THE OBSTRUCTION OR ANGLE DOWN IN THE DIRECTION OF TRAFFIC DETOUR IS EXPECTED TO FOLLOW.
4. IF CONTRACTOR FAILS TO MAINTAIN TRAFFIC CONTROL AS PRESCRIBED FOR TYPE OF CONSTRUCTION, THE OWNER MAY WITHHOLD PAYMENT OF ALL OR ANY RECENT PAY REQUESTS UNTIL TRAFFIC CONTROL PLAN IS IN COMPLIANCE WITH PLANS AND REASONABLE SAFETY GUIDELINES.
5. ALL CONSTRUCTION SIGNS SHALL BE IN PLACE BEFORE THE START OF ANY CONSTRUCTION AND SHALL REMAIN IN PLACE FOR THE LIFE OF THE PROJECT.
6. THE LOCATION AND SPACING OF SIGNS SHOWN ON THE TRAFFIC CONTROL PLANS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS OR AS APPROVED BY THE MUNICIPAL ENGINEER, OR HIS AUTHORIZED REPRESENTATIVE.
7. REPLACEMENT OF LOST OR DAMAGED CONSTRUCTION SIGNS OR DEVICES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NO PAYMENT SHALL BE MADE FOR SUCH REPLACEMENT OR REPAIR.

MISCELLANEOUS

1. ALL CONCRETE SHALL BE CLASS "B", 3500 PSI UNLESS OTHERWISE NOTED.
2. ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED ¾".
3. EDGES OF ASPHALT & CONCRETE TO BE REMOVED AT ADJACENT PAVEMENT WALKWAYS AND DRIVEWAYS. OTHER SURFACES TO REMAIN MUST BE SAW CUT.

MISCELLANEOUS (CONTINUED)

4. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING AT HIS OWN EXPENSE ANY DAMAGES DONE TO PRIVATE PROPERTY, WHICH WAS DAMAGED, IN THE OPINION OF THE OWNER, DUE TO THE NEGLIGENCE OF THE CONTRACTOR.
5. FENCES IN CONFLICT WITH NEW CONSTRUCTION SHALL BE RELOCATED TO THE EDGE OF THE PROPERTY BY THE CONTRACTOR; COORDINATE WITH OWNER FOR COMPENSATION.
6. THE CONTRACTOR IS CAUTIONED TO MAKE HIS OWN SUBSURFACE INVESTIGATIONS REGARDING SOIL QUALITY EARLY IN CONSTRUCTION AS WELL AS REVIEW ANY APPLICABLE GEOTECHNICAL INVESTIGATIONS RELATED TO THIS PROJECT.
7. ALL SOILS DISTURBED AROUND DRAINAGE STRUCTURES AND MANHOLES SHALL BE COMPACTED BACK TO 95% ASTM D1557.
8. CONTRACTOR TO STOCKPILE ALL SUITABLE TOP SOIL FOR PLANTING MATERIAL ON SIDE SLOPES.
9. BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS AND SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD CONDITIONS, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE OWNER, AND SHALL OBTAIN A WRITTEN INTERPRETATION OR CLARIFICATION FROM THE OWNER BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.
10. CONTRACTOR SHALL DISPOSE OFF-SITE ALL MISCELLANEOUS TRASH, DEBRIS, AND DAMAGED VEGETATION FROM ALL AREAS WITHIN THE LIMITS OF WORK. ALL SUCH WORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.

PROJECT WETLANDS/ENVIRONMENTAL PERMITS

1. THIS PROJECT HAS RECEIVED A USACE INDIVIDUAL SECTION 404 WETLANDS PERMIT (SAM-2007-01330-CRO); CONTRACTOR SHALL FULLY FAMILIARIZE THEMSELVES WITH AND FOLLOW THE REQUIREMENTS OF THIS PERMIT AND STAY WITHIN THE PERMITTED LIMITS OF WETLANDS TO BE IMPACTED.
2. THIS PROJECT HAS RECEIVED AN MDEQ SECTION 401 WATER QUALITY CERTIFICATION (WQC2015046). CONTRACTOR SHALL FULLY FAMILIARIZE THEMSELVES WITH AND FOLLOW THE REQUIREMENTS OF THIS PERMIT.
3. CONTRACTOR TO BE WHOLLY RESPONSIBLE FOR MARKING (SURVEY-GRADE) ALL LIMITS OF WETLANDS TO REMAIN.
4. CONTRACTOR TO BE WHOLLY RESPONSIBLE FOR ENSURING NO UNPERMITTED WETLANDS ARE DISTURBED.
5. CONTRACTOR TO BE WHOLLY RESPONSIBLE FOR STRICTLY ADHERING TO ALL APPLICABLE GENERAL AND SITE SPECIFIC PROVISIONS SET FORTH IN THE USACE 404 PERMIT AND MDEQ 401 PERMIT.
6. ANY SEDIMENT, CONTAMINANTS, CONSTRUCTION DEBRIS, OR SIMILAR DISCOVERED WITHIN THE LIMITS OF WETLANDS TO REMAIN SHALL BE IMMEDIATELY REMOVED WITH THE LEAST POSSIBLE DISTURBANCE.

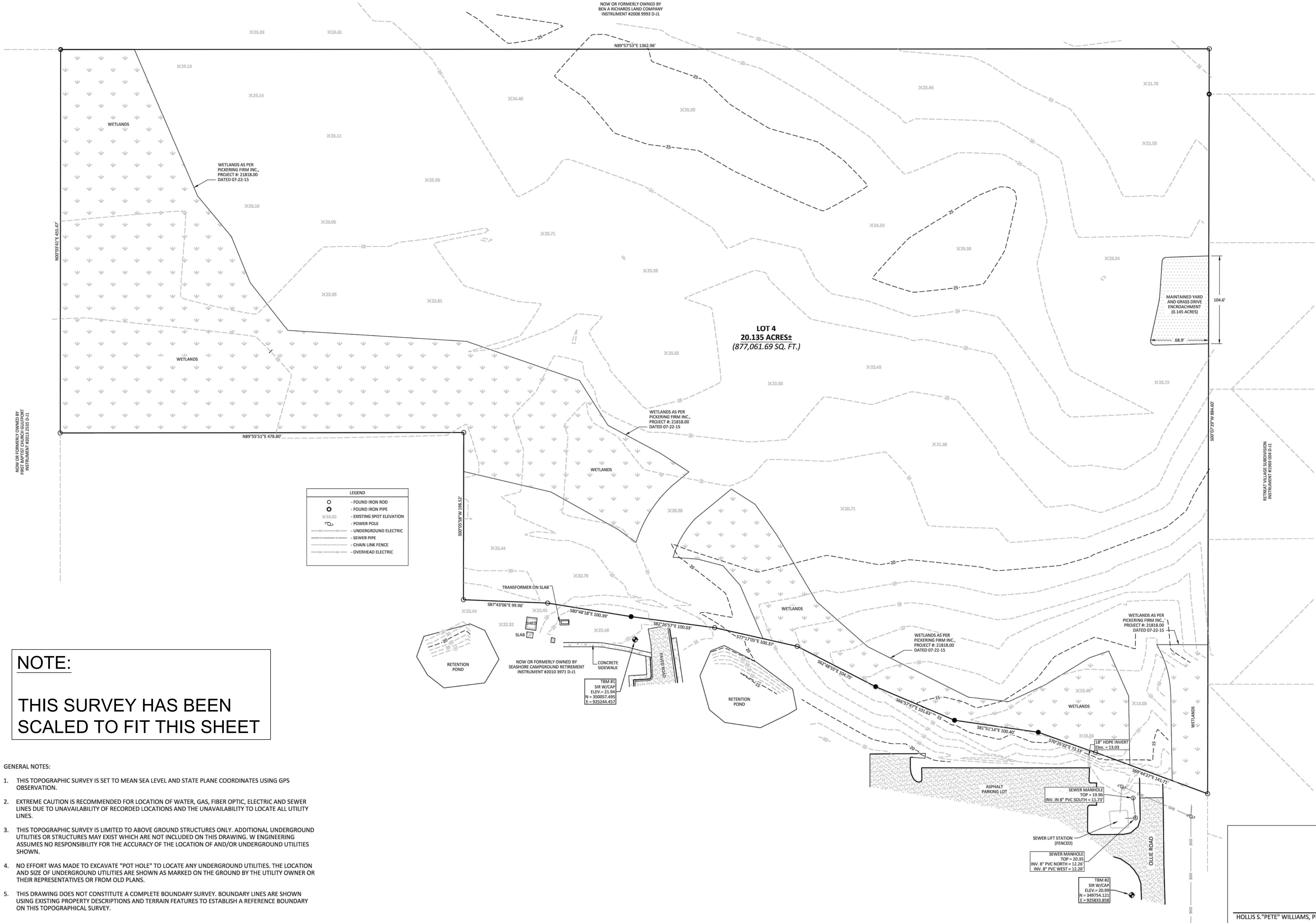
GENERAL NOTES	PHELAN ENGINEERING LLC					PROJECT	HIGHLAND LAKE TOWNHOMES		
	SHEET NUMBER	C0.1	SHEET TYPE	NO.	DATE	REVISION DESCRIPTION	BY	PROJECT PHASE	100% DESIGN
								PROJECT ADDRESS	LOT 4 - GULFPORT HIGHLANDS
								DATE	MARCH 2022
								PROJECT #	011

NOTE:
THIS SURVEY HAS BEEN
SCALED TO FIT THIS SHEET

GENERAL NOTES:

- THIS TOPOGRAPHIC SURVEY IS SET TO MEAN SEA LEVEL AND STATE PLANE COORDINATES USING GPS OBSERVATION.
- EXTREME CAUTION IS RECOMMENDED FOR LOCATION OF WATER, GAS, FIBER OPTIC, ELECTRIC AND SEWER LINES DUE TO UNAVAILABILITY OF RECORDED LOCATIONS AND THE UNAVAILABILITY TO LOCATE ALL UTILITY LINES.
- THIS TOPOGRAPHIC SURVEY IS LIMITED TO ABOVE GROUND STRUCTURES ONLY. ADDITIONAL UNDERGROUND UTILITIES OR STRUCTURES MAY EXIST WHICH ARE NOT INCLUDED ON THIS DRAWING. W ENGINEERING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF AND/OR UNDERGROUND UTILITIES SHOWN.
- NO EFFORT WAS MADE TO EXCAVATE "POT HOLE" TO LOCATE ANY UNDERGROUND UTILITIES. THE LOCATION AND SIZE OF UNDERGROUND UTILITIES ARE SHOWN AS MARKED ON THE GROUND BY THE UTILITY OWNER OR THEIR REPRESENTATIVES OR FROM OLD PLANS.
- THIS DRAWING DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY. BOUNDARY LINES ARE SHOWN USING EXISTING PROPERTY DESCRIPTIONS AND TERRAIN FEATURES TO ESTABLISH A REFERENCE BOUNDARY ON THIS TOPOGRAPHICAL SURVEY.

LEGEND	
	FOUND IRON ROD
	FOUND IRON PIPE
	EXISTING SPOT ELEVATION
	POWER POLE
	UNDERGROUND ELECTRIC
	SEWER PIPE
	CHAIN LINK FENCE
	OVERHEAD ELECTRIC



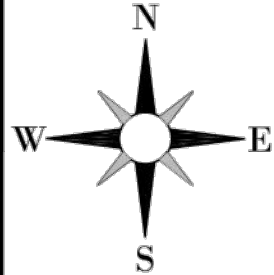
Gulf Coast
Development Design

Topographical Survey - Highlands Subdivision Lot 4

W ENGINEERING, P.A.

Office 601-928-5981
pw@weng-rms.com

Project No.: 2024
Date: 01/17/22
Scale: 1" = 50'
Drawn By: RSC
Checked By: HSW



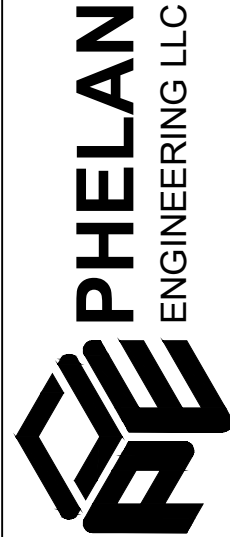
REVISIONS

NO.	DATE	DESCRIPTION	BY

Sheet No.

01

HOLLIS S. "PETE" WILLIAMS, PE/PS



SURVEY

SHEET TYPE

HIGHLAND LAKE TOWNHOMES

100% DESIGN

LOT 4 - GULFPORT HIGHLANDS

MARCH 2022

PROJECT #

011

SHEET NUMBER

C0.2

SEE SHEET C4.0 FOR ROADWAY
STATIONING AND ALIGNMENT

5 LOT NUMBER (TYP)

N89°57'53"E 1362.96' (S)

ASPHALT
PAVEMENT (TYP)

DIMENSIONS TYPICAL FOR ALL
PUBLIC ROADS AND PUBLIC
RIGHTS-OF-WAY AS SHOWN

COMMON AREA 'C'

✓ MID-BLOCK
CROSSING (TYP)

COMMON AREA 'D'

10' FRONT SETBACK (TYP)

LIMITS OF ON-SITE WETLANDS TO REMAIN; REFERENCE
SAM-2007-01330-CRO FOR MORE INFORMATION (TYP)

S89°55'51"W 478.80' (S)

8' SIDE SETBACK;
END UNIT ONLY (TYP)

MANUALLY OPERATED GATE WITH
KNOX BOX FOR EMERGENCY
VEHICLE ACCESS ONLY

ZONE 'X' (SHADED)

COMMON AREA 'A'

AREA RESERVED
FOR MAIL KIOSK /
CLUB HOUSE

Diagram of Common Area 'B' showing a 11' ADA stall with a 5' access aisle.

MONUMENTATION

20LF OF 4" WHITE LINE

'STOP' SIGN

12" WHITE STOP LINE

HIGHLAND LAKE TOWNHOMES	
100% DESIGN	
LOT 4 - GULFPORT HIGHLANDS	
MARCH 2022	PROJECT # 011

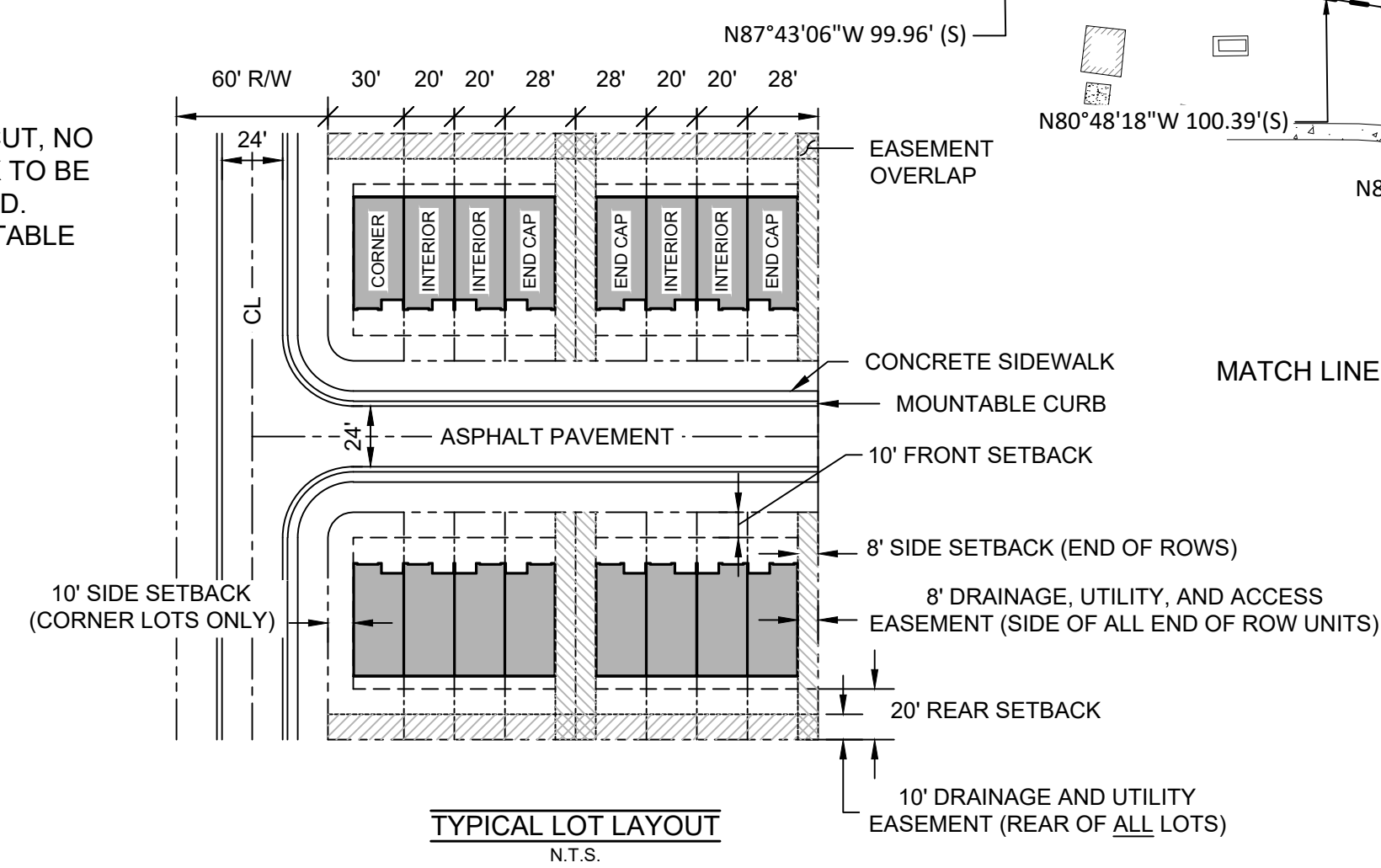
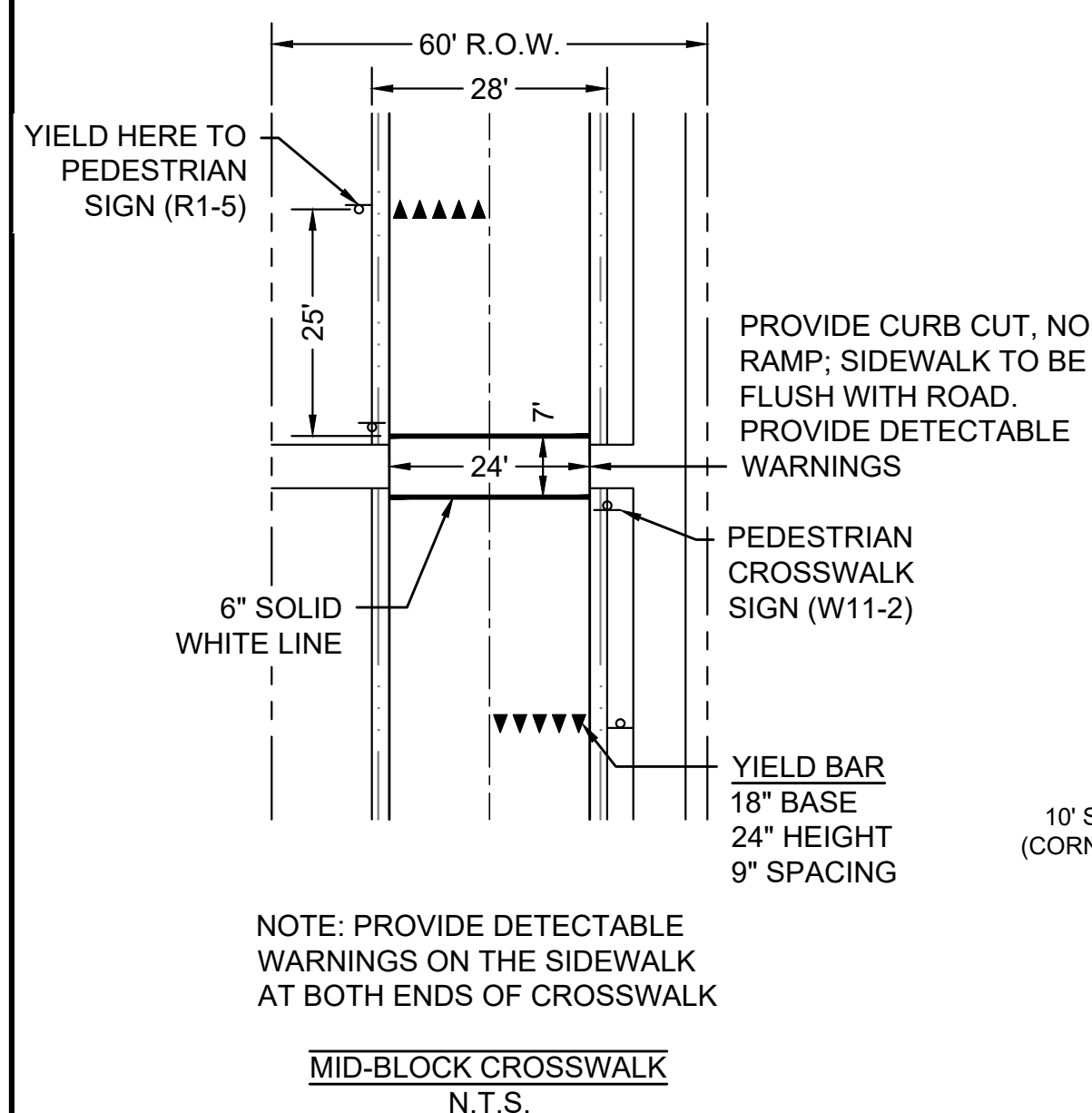


PHELAN
ENGINEERING LLC

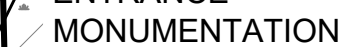
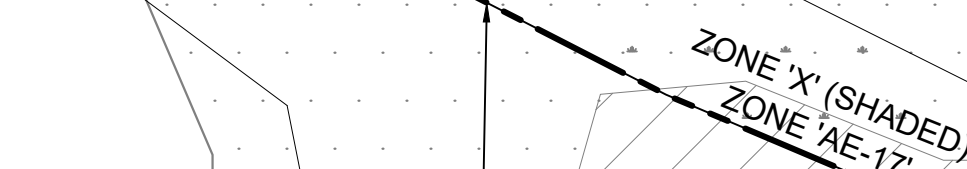
SITE LAYOUT

SHEET TYPE

SHEET NUMBER	C1.0
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LIMITS OF SPECIAL FLOOD HAZARD
ZONES (PER MAP NUMBER
28047C0260H; EFFECTIVE 12/21/2017)





PROJECT		HIGHLAND LAKE TOWNHOMES	
PROJECT PHASE	100% DESIGN		
PROJECT ADDRESS	LOT 4 - GULFPORT HIGHLANDS		
DATE	MARCH 2022	PROJECT #	011
REVISION DESCRIPTION		NO.	DATE
		BY	

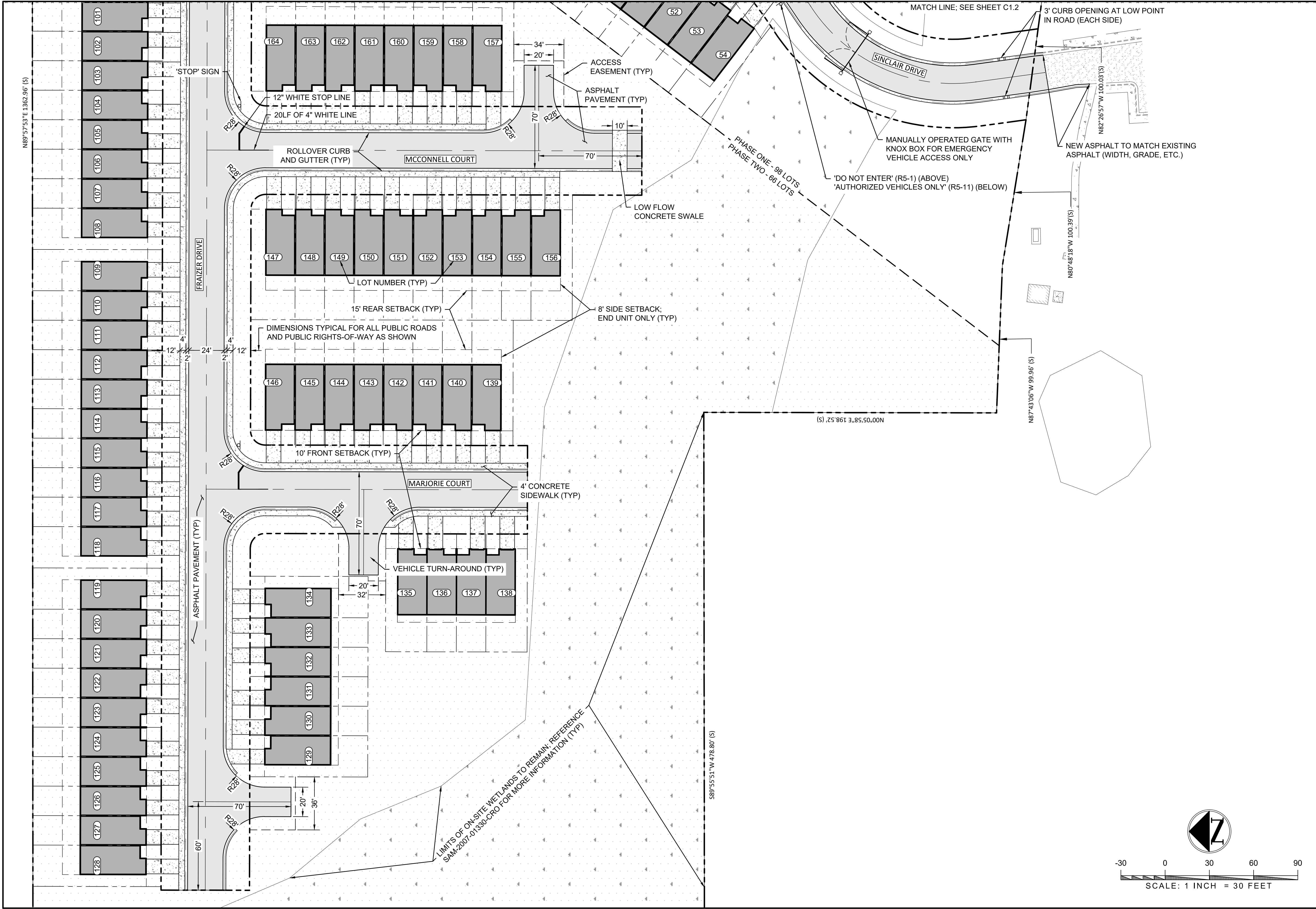
PHELAN
ENGINEERING LLC

SITE LAYOUT - EAST

SHEET TYPE

SHEET NUMBER

C1.1



PROJECT		HIGHLAND LAKE TOWNHOMES	
PROJECT PHASE		100% DESIGN	
PROJECT ADDRESS		LOT 4 - GULFPORT HIGHLANDS	
DATE		MARCH 2022	
BY		PROJECT #	
NO.		011	
DATE		MARCH 2022	
REVISION DESCRIPTION		SHEET TYPE	
SHEET NUMBER		C1.2	

PARCEL TABLE				
PARCEL #	AREA	PERIMETER (FT)	SEG. LENGTHS (FT)	SEG. BEARINGS
1	3,903.30	334.63	28.00 135.94 28.70 141.99	S00°07'29.11"W N89°45'17.01"W N12°04'15.81"W S89°45'17.01"E
2	2,856.15	325.25	20.00 141.99 20.05 143.20	S00°07'29.11"W N89°45'17.01"W N03°20'32.57"W S89°45'17.01"E
3	2,855.29	325.16	20.00 143.20 20.05 141.91	S00°07'29.11"W N89°45'17.01"W N03°50'18.16"E S89°45'17.01"E
4	3,482.28	325.36	13.90 141.91 34.00 61.48 74.08	S00°07'29.11"W N89°45'17.01"W N13°31'01.98"E S84°12'05.17"E S79°29'57.42"E
5	3,609.05	318.67	13.90 74.08 N84°12'05.17"W 30.89 N25°08'11.75"E 15.41 122.92	S00°07'29.11"W N79°29'57.42"W N84°12'05.17"W N25°08'11.75"E N28°54'07.50"E S67°24'25.41"E
6	2,365.13	278.44	21.64 122.92 20.02 113.86	S00°07'29.11"W N67°24'25.41"W N24°50'32.75"E S67°24'25.41"E
7	2,200.02	261.93	21.64 113.86 20.02 106.41	S00°07'29.11"W N67°24'25.41"W N20°15'13.90"E S67°24'25.41"E
8	3,620.11	279.64	51.63 106.41 28.28 21.98 71.35	S00°07'29.11"W N67°24'25.41"W N14°43'09.13"E S67°24'47.21"E S83°26'59.12"E
9	2,965.53	243.68	43.86 71.35 21.98 17.56 88.94	S00°07'29.11"W N83°26'59.12"W N67°24'47.21"W N09°28'01.57"E N83°34'07.55"E
10	1,758.11	216.65	20.13 88.94 20.42 87.15	S00°07'29.11"W S83°34'07.55"W N05°06'55.73"E N83°34'07.55"E
11	1,739.14	214.47	20.13 87.15 20.15 87.03	S00°07'29.11"W S83°34'07.55"W N00°27'59.38"E N83°34'07.55"E
12	1,752.95	215.72	20.13 87.03 20.02 88.53	S00°07'29.11"W S83°34'07.55"W N04°08'13.03"W N83°34'07.55"E
13	1,798.92	220.31	20.13 88.53 20.02 91.63	S00°07'29.11"W S83°34'07.55"W N08°43'31.87"W N83°34'07.55"E
14	1,877.05	228.26	20.13 91.63 20.15 96.35	S00°07'29.11"W S83°34'07.55"W N13°19'44.28"W N83°34'07.55"E
15	1,987.96	239.63	20.13 96.35 20.42 102.73	S00°07'29.11"W S83°34'07.55"W N17°58'40.64"W N83°34'07.55"E
16	3,431.78	266.25	7.44 102.73 21.39 23.24 68.76 42.70	S00°07'29.11"W S83°34'07.55"W N22°46'06.71"W N64°46'54.50"E N69°34'04.34"E S35°42'31.94"E
17	3,156.14	251.40	47.86 68.76 23.24 25.75 85.80	S35°42'31.94"E S69°34'04.34"W S64°46'54.50"W N28°10'11.60"W N54°17'43.74"E
18	1,705.34	210.82	20.00 85.80 20.02 85.00	S35°42'31.94"E S54°17'43.74"W N33°24'53.17"W N54°17'43.74"E
19	1,705.34	210.82	20.00 85.00 20.02 85.80	S35°42'31.94"E S54°17'43.74"W N38°00'12.01"W N54°17'43.74"E
20	2,431.47	228.96	28.00 85.80 25.75 13.64 75.77	S35°42'31.94"E S54°17'43.74"W N43°14'52.66"W N43°48'06.13"E N54°17'28.06"E
21	2,298.05	219.39	28.00 74.46 10.01 26.11 80.80	S59°28'43.55"E S30°31'16.45"W S42°48'47.79"W N51°53'53.24"W N30°31'32.12"E
22	1,605.34	200.82	20.00 80.80 20.02 80.00	S59°28'43.55"E S30°31'32.12"W N57°11'04.79"W N30°31'32.12"E
23	1,605.34	200.82	20.00 80.00 20.02 80.80	S59°28'43.55"E S30°31'32.12"W N61°46'23.62"W N30°31'32.12"E
24	2,767.83	233.59	41.28 80.80 25.88 85.64	S59°28'43.55"E S30°31'32.12"W N67°01'57.30"W N20°00'15.29"E

PARCEL TABLE				
PARCEL #	AREA	PERIMETER (FT)	SEG. LENGTHS (FT)	SEG. BEARINGS
25	3,095.51	252.42	44.22 85.64 25.88 96.67	S59°28'43.55"E S20°00'15.29"W N72°57'47.42"W N09°29'14.21"E
26	1,917.81	231.19	17.46 2.97 96.67 20.02 94.05	N89°57'53.46"E S59°28'43.55"E S09°29'14.21"W N78°13'22.70"W N09°29'14.21"E
27	1,852.87	225.86	20.28 94.05 20.02 91.50	N89°57'53.46"E S09°29'14.21"W N82°48'41.54"W N09°29'14.21"E
28	3,052.81	248.88	41.47 91.50 20.81 5.80 89.30	N89°57'53.46"E S09°29'14.21"W N87°29'25.89"W N89°52'30.80"W N00°07'29.20"E
29	2,499.33	234.52	28.00 89.22 20.00 89.17	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
30	1,783.89	218.39	20.00 89.22 20.00 89.17	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
31	1,782.78	218.28	20.00 89.17 20.00 89.11	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
32	1,781.66	218.17	20.00 89.11 20.00 89.06	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
33	1,780.54	218.05	20.00 89.06 20.00 89.00	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
34	1,779.43	217.94	20.00 89.00 20.00 88.94	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
35	1,778.31	217.83	20.00 88.94 20.00 88.89	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
36	1,777.19	217.72	20.00 88.89 20.00 88.83	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
37	1,776.08	217.61	20.00 88.83 20.00 88.78	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
38	2,484.63	233.47	28.00 88.78 28.00 88.70	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
39	2,601.80	230.59	30.00 77.38 15.71 20.00 87.50	N00°20'44.55"E S89°52'30.80"E S44°52'30.80"E S00°07'29.20"W N89°52'30.80"W
40	1,750.77	215.08	20.00 87.50 20.00 87.58	N00°20'44.55"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
41	1,752.31	215.23	20.00 87.58 20.00 87.65	N00°20'44.55"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
42	1,753.86	215.39	20.00 87.65 20.00 87.73	N00°20'44.55"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
43	1,755.40	215.54	20.00 87.73 20.00 87.81	N00°20'44.55"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
44	1,756.93	215.68	87.88 20.00 87.81 17.66 2.34	N89°52'30.80"W N00°20'44.55"E S89°52'30.80"E S00°07'29.20"W S00°22'21.34"W
45	1,751.61	214.94	20.00 87.88 20.03 87.04	N00°20'44.55"E S89°52'30.80"E S02°44'42.66"W N89°52'30.80"W
46	2,485.10	229.58	53.46 29.31 28.00 87.04 31.77	N86°11'16.54"W N89°52'30.80"W N00°20'44.55"E S89°52'30.80"E S08°14'28.86"W
47	2,984.51	240.78	85.86 7.36 3.61 S89°52'30.80"E 53.46 61.18	N52°33'47.37"W N37°26'12.63"E N00°20'44.55"E S89°52'30.80"E S86°11'16.54"E S18°06'14.02"W
48	1,757.60	215.86	20.00 85.86 20.36 89.64	N37°26'12.63"E S52°33'47.37"E S26°45'18.17"W N52°33'47.37"W

PARCEL TABLE				
PARCEL #	AREA	PERIMETER (FT)	SEG. LENGTHS (FT)	SEG. BEARINGS
49	1,817.62	221.64	20.00 89.64 20.13 91.87	N37°26'12.63"E S52°33'47.37"E S31°03'03.08"W N52°33'47.37"W
50	1,847.39	224.51	20.00 91.87 20.02 92.62	N37°26'12.63"E S52°33'47.37"E S35°18'38.44"W N52°33'47.37"W
51	1,847.40	224.51	20.00 92.62 20.02 91.88	N37°26'12.63"E S52°33'47.37"E S39°33'31.32"W N52°33'47.37"W
52	1,817.67	221.64	20.00 91.88 20.13 89.64	N37°26'12.63"E S52°33'47.37"E S43°49'06.60"W N52°33'47.37"W
53	1,757.68	215.86	20.00 89.64 20.36 85.87	N37°26'12.63"E S52°33'47.37"E S48°06'51.33"W N52°33'47.37"W
54	2,300.06	220.88	28.00 85.87 29.13 77.88	N37°26'12.63"E S52°33'47.37"E S53°21'54.86"W N52°33'47.37"W
55	2,358.67	225.25	28.37 82.20 28.00 86.68	N47°15'24.86"E S51°50'14.30"E S38°09'45.70"W N51°50'14.30"W
56	1,624.91	202.77	20.08 80.49 20.00 82.20	N43°03'05.87"E S51°50'14.30"E S38°09'45.70"W N51°50'14.30"W
57	1,602.90	200.50	20.01 80.00 20.00 80.49	N39°34'18.33"E S51°50'14.30"E S38°09'45.70"W N51°50'14.30"W
58	1,605.19	200.74	20.02 89.72 20.00 80.00	N36°05'49.56"E S51°50'14.30"E S38°09'45.70"W N51°50'14.30"W
59	1,631.81	203.48	20.10 82.66 20.00 80.72	N32°36'53.26"E S51°50'14.30"E S38°09'45.70"W N51°50'14.30"W
60	1,683.04	208.77	20.26 85.85 20.00 82.66	N29°06'42.17"E S51°50'14.30"E S38°09'45.70"W N51°50'14.30"W
61	1,759.49	216.66	20.50 90.32 20.00 85.85	N25°34'26.48"E S51°50'14.30"E S38°09'45.70"W N51°50'14.30"W
62	2,513.60	234.90	19.07 25.22 72.28 28.00 90.32	N22°08'20.64"E S74°23'02.09"E S51°50'14.30"E S38°09'45.70"W N51°50'14.30"W
63	2,440.46	229.47	23.69 85.94 28.00 70.95 20.88	N13°04'11.84"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W N76°15'44.42"W
64	1,684.58	208.93	20.26 82.73 20.00 85.94	N09°15'15.61"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
65	1,632.79	203.58	20.10 80.76 20.00 82.73	N05°45'02.29"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
66	1,605.63	200.78	20.02 80.00 20.00 80.76	N02°16'04.84"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
67	1,600.01	200.01	2.34 17.66 80.00 80.01	N00°19'39.13"E N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
68	1,600.00	200.00	20.00 80.00 20.00 80.00	N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
69	1,600.00	200.00	20.00 80.00 20.00 80.00	N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
70	1,600.00	200.00	20.00 80.00 20.00 80.00	N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
71	1,600.00	200.00	20.00 80.00 20.00 80.00	N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
72	2,378.54	215.71	20.00 15.71 70.00 30.00 80.00	N00°07'29.20"E N45°07'29.20"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W

PARCEL TABLE					
PARCEL #	AREA	PERIMETER (FT)	SEG. LENGTHS (FT)	SEG. BEARINGS	
73	2,956.89	244.71	6.17	S89°52'30.80"E	
			55.95	S81°26'21.88"E	
			94.03	S35°24'21.55"W	
			8.57	N54°35'38.45"W	
			79.99	N00°07'29.20"E	
74	1,939.22	234.27	20.74	S69°52'33.38"E	
			99.50	S35°24'21.55"W	
			20.00	N54°35'38.45"W	
			94.03	N35°24'21.55"E	
75	2,025.63	242.46	20.26	S63°41'34.22"E	
			102.70	S35°24'21.55"W	
			20.00	N54°35'38.45"W	
			99.50	N35°24'21.55"E	
76	2,068.10	246.49	20.04	S57°36'58.42"E	
			103.76	S35°24'21.55"W	
			20.00	N54°35'38.45"W	
			102.70	N35°24'21.55"E	
77	2,068.11	246.50	20.04	S51°34'26.04"E	
			102.70	S35°24'21.55"W	
			20.00	N54°35'38.45"W	
			103.76	N35°24'21.55"E	
78	2,025.65	242.46	20.26	S45°29'50.33"E	
			99.50	S35°24'21.55"W	
			20.00	N54°35'38.45"W	
			102.70	N35°24'21.55"E	
79	1,939.26	234.28	20.74	S39°18'51.34"E	
			94.04	S35°24'21.55"W	
			20.00	N54°35'38.45"W	
			99.50	N35°24'21.55"E	
80	2,997.61	246.40	64.73	S26°25'36.60"E	
			81.05	S73°41'00.88"W	
			6.58	N54°35'38.45"W	
			94.04	N35°24'21.55"E	
81	2,944.93	243.38	59.68	S07°40'08.66"E	
			92.46	N73°26'00.42"W	
			10.19	N16°33'59.58"E	
			81.05	N73°41'00.88"E	
82	1,896.07	229.70	20.47	S04°24'54.20"W	
			96.77	N73°26'00.42"W	
			20.00	N16°33'59.58"E	
			92.46	S73°26'00.42"E	
83	1,960.08	235.77	20.12	S10°32'06.00"W	
			98.88	N73°26'00.42"W	
			20.00	N16°33'59.58"E	
			96.77	S73°26'00.42"E	
84	1,981.08	237.77	20.01	S16°35'08.64"W	
			98.88	N73°26'00.42"W	
			20.00	N16°33'59.58"E	
			98.88	S73°26'00.42"E	
85	1,959.81	235.75	20.12	S22°38'12.06"W	
			96.75	N73°26'00.42"W	
			20.00	N16°33'59.58"E	
			98.88	S73°26'00.42"E	
86	1,895.62	229.71	16.57	S28°1'00'8.75"W	
			3.88	S30°09'43.10"W	
			92.50	N73°26'00.42"W	
			20.00	N16°33'59.58"E	
			96.75	S73°26'00.42"E	
87	1,810.04	221.67	20.34	S27°00'25.91"W	
			88.82	N73°26'00.42"W	
			20.00	N16°33'59.58"E	
			92.50	S73°26'00.42"E	
88	1,755.19	215.92	20.09	S21°44'31.84"W	
			87.01	N73°26'00.42"W	
			20.00	N16°33'59.58"E	
			88.82	S73°26'00.42"E	
89	1,737.27	214.04	20.01	S16°31'15.78"W	
			87.02	N73°26'00.42"W	
			20.00	N16°33'59.58"E	
			87.01	S73°26'00.42"E	
90	3,007.28	246.54	25.68	S10°34'21.16"W	
			57.69	N84°04'26.96"W	
			33.62	N84°21'02.33"W	
			42.54	N16°33'59.58"E	
			87.02	S73°26'00.42"E	
91	2,988.42	245.24	25.82	S03°52'02.57"W	
			85.91	S85°17'22.18"E	
			42.21	N04°42'53.50"W	
			33.62	S84°21'02.33"E	
			57.69	S84°04'26.96"E	
92	1,706.08	210.94	20.03	S02°06'08.99"E	
			85.00	S85°17'22.18"W	
			20.00	N04°42'53.50"W	
			85.91	N85°17'22.18"E	
93	1,706.05	210.94	20.03	S07°19'06.43"E	
			85.91	S85°17'22.18"E	
			20.00	N04°42'53.50"W	
			85.00	N85°17'22.18"E	
94	3,039.95	246.82	25.40	S13°14'00.39"E	
			57.36	S73°27'23.08"W	
			34.26	S73°26'12.07"W	
			43.90	N04°42'53.50"W	
			85.91	N85°17'22.18"E	
95	3,039.82	246.80	25.40	S19°50'54.66"E	
			85.91	S61°37'55.42"W	
			43.87	N28°22'16.34"W	
			34.26	N73°26'12.07"E	
			57.36	N73°27'23.08"E	
96	1,706.08	210.94	20.03	S25°45'52.26"E	
			85.00	S61°37'55.42"W	
			20.00	N28°22'16.34"W	
			85.91	N61°37'55.42"E	

PARCEL TABLE				
PARCEL #	AREA	PERIMETER (FT)	SEG. LENGTHS (FT)	SEG. BEARINGS
97	1,706.09	210.94	20.03 85.91 20.00 85.00	S30°58'49.52"E S61°37'55.42"W N28°22'16.34"W N61°37'55.42"E
98	2,458.37	232.58	28.36 90.30 28.00 85.91	S37°16'53.79"E S61°37'55.42"W N28°22'16.34"W N61°37'55.42"E
99	2,482.45	233.32	28.00 88.70 28.00 88.62	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
100	1,771.84	217.18	20.00 88.62 20.00 88.56	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
101	1,770.72	217.07	20.00 88.56 20.00 88.51	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
102	1,769.60	216.96	20.00 88.51 20.00 88.45	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
103	1,768.49	216.85	20.00 88.45 20.00 88.40	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
104	1,767.37	216.74	20.00 88.40 20.00 88.34	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
105	1,766.25	216.63	20.00 88.34 20.00 88.28	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
106	1,765.14	216.51	20.00 88.28 20.00 88.23	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
107	1,764.02	216.40	20.00 88.23 20.00 88.17	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
108	2,467.75	232.27	28.00 88.17 28.00 88.09	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
109	2,465.56	232.11	28.00 88.09 28.00 88.02	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
110	1,759.78	215.98	20.00 88.02 20.00 87.96	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
111	1,758.66	215.87	20.00 87.96 20.00 87.91	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
112	1,757.54	215.75	20.00 87.91 20.00 87.85	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
113	1,756.43	215.64	20.00 87.85 20.00 87.79	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
114	1,755.31	215.53	20.00 87.79 20.00 87.74	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
115	1,754.19	215.42	20.00 87.74 20.00 87.68	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
116	1,753.08	215.31	20.00 87.68 20.00 87.63	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
117	1,751.96	215.20	20.00 87.63 20.00 87.57	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
118	2,450.87	231.06	28.00 87.57 28.00 87.49	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
119	2,448.68	230.91	28.00 87.49 28.00 87.41	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
120	1,747.72	214.77	20.00 87.41 20.00 87.36	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E

PARCEL TABLE				
PARCEL #	AREA	PERIMETER (FT)	SEG. LENGTHS (FT)	SEG. BEARINGS
121	1,746.60	214.66	20.00 87.36 20.00 87.30	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
122	1,745.49	214.55	20.00 87.30 20.00 87.25	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
123	1,744.37	214.44	20.00 87.25 20.00 87.19	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
124	1,743.25	214.33	20.00 87.19 20.00 87.13	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
125	1,742.14	214.21	20.00 87.13 20.00 87.08	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
126	1,741.02	214.10	20.00 87.08 20.00 87.02	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
127	1,739.90	213.99	20.00 87.02 20.00 86.97	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
128	2,433.99	229.86	28.00 86.97 28.00 86.89	N89°57'53.46"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
129	2,240.00	216.00	28.00 80.00 28.00 80.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
130	1,600.00	200.00	20.00 80.00 20.00 80.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
131	1,600.00	200.00	20.00 80.00 20.00 80.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
132	1,600.00	200.00	20.00 80.00 20.00 80.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
133	1,600.00	200.00	20.00 80.00 20.00 80.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
134	2,240.00	216.00	80.00 28.00 80.00 28.00	S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E
135	2,240.00	216.00	80.00 28.00 80.00 28.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
136	1,600.00	200.00	80.00 20.00 80.00 20.00	S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
137	1,600.00	200.00	80.00 20.00 80.00 20.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
138	2,240.00	216.00	80.00 28.00 80.00 28.00	S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
139	2,380.00	226.00	85.00 28.00 85.00 20.00 8.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
140	1,700.00	210.00	85.00 20.00 85.00 20.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
141	1,700.00	210.00	85.00 20.00 85.00 20.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
142	1,700.00	210.00	85.00 20.00 85.00 20.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
143	1,700.00	210.00	85.00 20.00 85.00 20.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
144	1,700.00	210.00	85.00 20.00 85.00 20.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W

PARCEL TABLE				
PARCEL #	AREA	PERIMETER (FT)	SEG. LENGTHS (FT)	SEG. BEARINGS
145	1,700.00	210.00	20.00 85.00 20.00 85.00	N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
146	2,528.54	225.71	20.00 15.71 75.00 30.00 85.00	N00°07'29.20"E N45°07'29.20"E S89°52'30.80"E S00°07'29.20"W N89°52'30.80"W
147	2,528.54	225.71	75.00 15.71 20.00 85.00 30.00	S89°52'30.80"E S44°52'30.80"E S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E
148	1,700.00	210.00	20.00 85.00 20.00 85.00	S00°07'29.20"W N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E
149	1,700.00	210.00	85.00 20.00 85.00 20.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
150	1,700.00	210.00	85.00 20.00 85.00 20.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
151	1,700.00	210.00	85.00 20.00 85.00 20.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
152	1,700.00	210.00	85.00 20.00 85.00 20.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
153	1,700.00	210.00	85.00 20.00 85.00 20.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
154	1,700.00	210.00	85.00 20.00 85.00 20.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
155	1,700.00	210.00	85.00 12.00 8.00 85.00 20.00	N89°52'30.80"W N00°07'29.20"E N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
156	2,380.00	226.00	85.00 28.00 85.00 28.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°07'29.20"W
157	2,435.53	229.97	86.93 28.00 87.04 28.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°20'44.55"W
158	1,741.52	214.15	20.00 87.04 20.00 87.11	S00°20'44.55"W N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E
159	1,743.06	214.31	87.11 20.00 87.19 20.00	N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E S00°20'44.55"W
160	1,744.60	214.46	20.00 87.27 20.00 87.19	N00°07'29.20"E S89°52'30.80"E S00°20'44.55"W N89°52'30.80"W
161	1,746.14	214.61	20.00 87.27 20.00 87.35	S00°20'44.55"W N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E
162	1,747.69	214.77	20.00 87.35 20.00 87.42	S00°20'44.55"W N89°52'30.80"W N00°07'29.20"E S89°52'30.80"E
163	1,749.23	214.92	20.00 87.50 20.00 87.42	N00°07'29.20"E S89°52'30.80"E S00°20'44.55"W N89°52'30.80"W
164	2,605.28	230.82	20.00 15.71 77.62 30.00 87.50	N00°07'29.20"E N45°07'29.20"E S89°52'30.80"E S00°20'44.55"W N89°52'30.80"W

PROJECT

PROJECT

PROJECT

PROJECT

HIGHLAND LAKE TOWNHOMES

100% DESIGN

LOT 4 - GULFPORT HIGHLANDS

MARCH 2022

BY

DATE

NO.

REVISION DESCRIPTION

LOT DATA

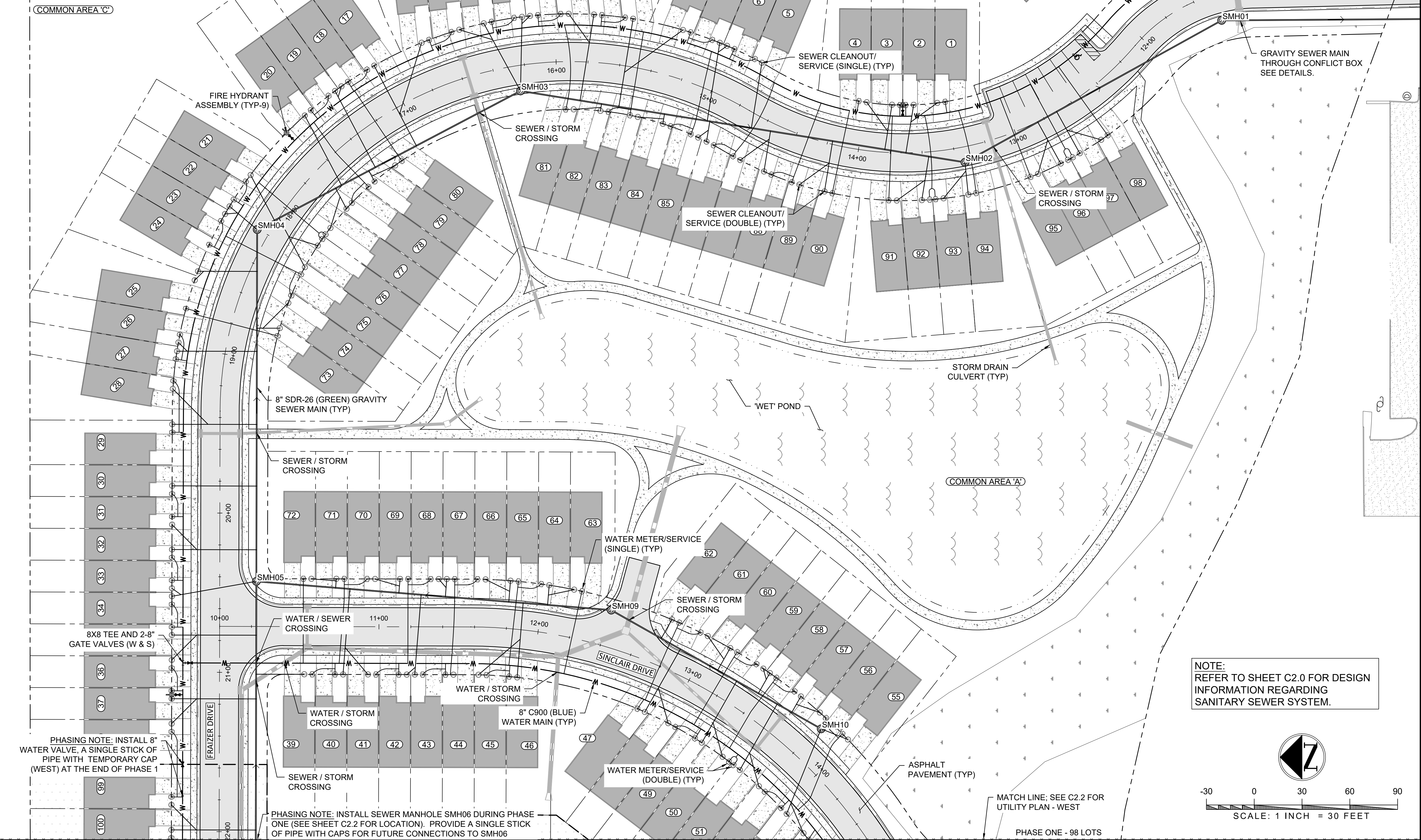
SHEET TYPE

SHEET NUMBER

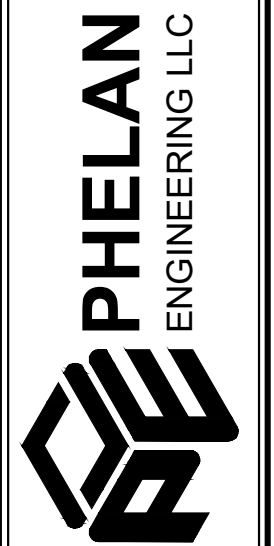
C1.4

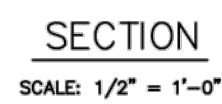
NOTE:
THE ALIGNMENT, STATIONING, PROFILE, ETC. REPRESENTED ON THIS SHEET IS BASED ON THE CENTERLINE OF THE ROADWAYS; SEE SHEETS C4.0 - C4.7 FOR ROADWAY CENTERLINE PROFILES WITH SANITARY SEWER PROFILES SHOW THEREON.

NOTE:
UNLESS NOTED OTHERWISE ALL WATER / SEWER CROSSINGS SHALL HAVE WATER ABOVE SEWER, ALL STORM / WATER CROSSINGS SHALL HAVE STORM ABOVE WATER, AND ALL STORM / SEWER CROSSINGS SHALL HAVE STORM ABOVE SEWER.



PROJECT		HIGHLAND LAKE TOWNHOMES	
PROJECT PHASE		100% DESIGN	
PROJECT ADDRESS		LOT 4 - GULFPORT HIGHLANDS	
DATE		MARCH 2022	
BY		011	
REVISION DESCRIPTION			
NO.			
DATE			
SHEET TYPE		UTILITY PLAN - EAST	
SHEET NUMBER		C2.1	



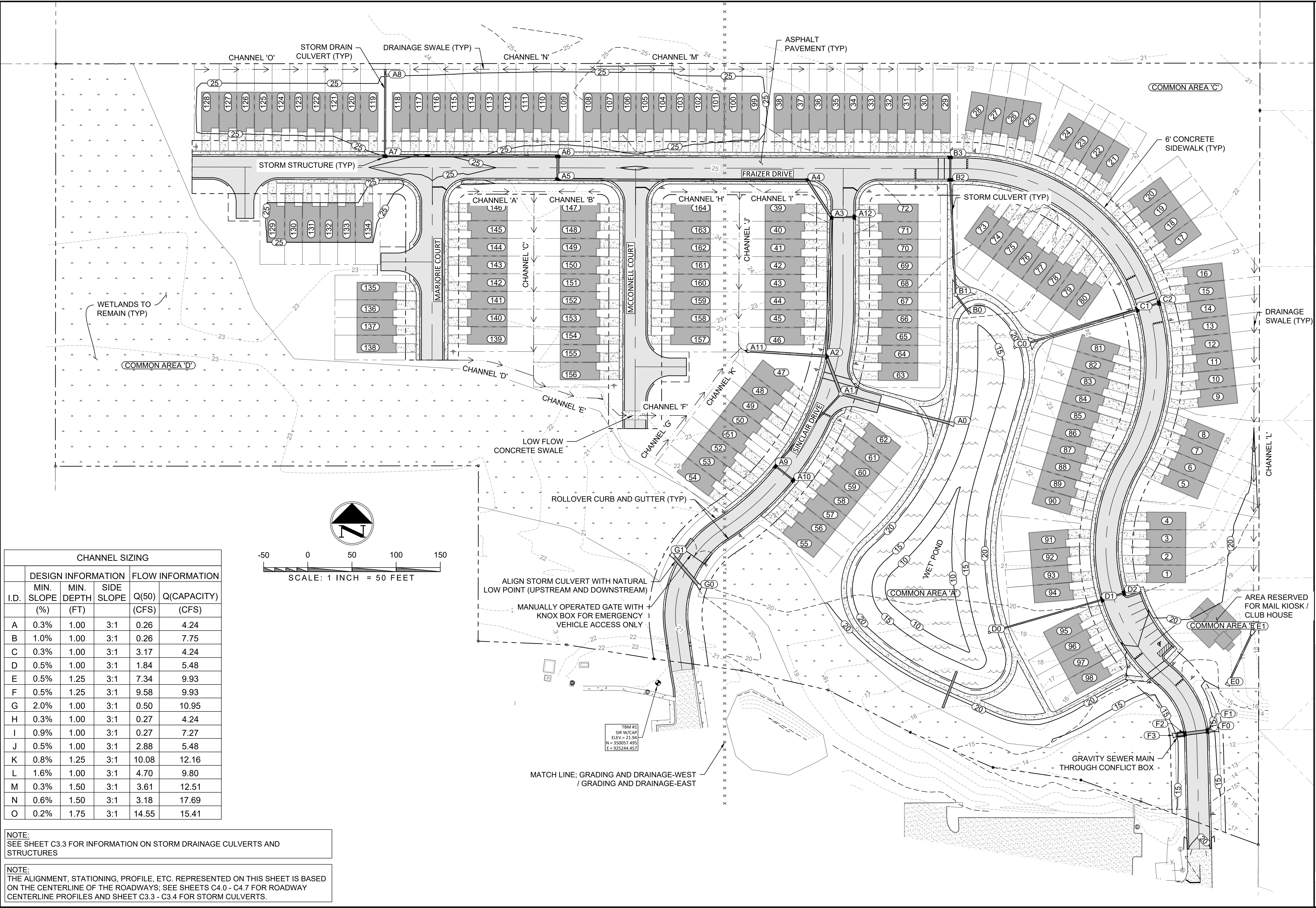
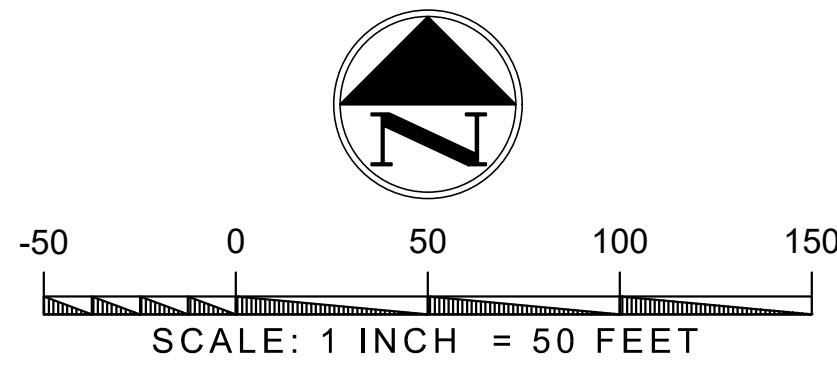


THIS LIFT STATION WAS CONSTRUCTED AROUND 2011 AND INCLUDED COMPONENTS THAT WERE NOT UP TO CITY OF GULFPORT STANDARDS; IT HAS BEEN PRIVATELY- OPERATED SINCE. AS PART OF THIS PROJECT, ALL NON-COMPLIANT COMPONENTS WILL BE UPGRADED TO CURRENT CITY- STANDARDS SUCH THAT THE CITY OF GULFPORT WILL ACCEPT PERPETUAL MAINTENANCE OF THIS STATION. DURING THE CONSTRUCTION PHASE, CONTRACTOR SHALL REGULARLY MEET WITH CITY STAFF REGARDING STATION ACCEPTABILITY.

CHANNEL SIZING					
I.D.	DESIGN INFORMATION			FLOW INFORMATION	
	MIN. SLOPE (%)	MIN. DEPTH (FT)	SIDE SLOPE	Q(50) (CFS)	Q(CAPACITY) (CFS)
A	0.3%	1.00	3:1	0.26	4.24
B	1.0%	1.00	3:1	0.26	7.75
C	0.3%	1.00	3:1	3.17	4.24
D	0.5%	1.00	3:1	1.84	5.48
E	0.5%	1.25	3:1	7.34	9.93
F	0.5%	1.25	3:1	9.58	9.93
G	2.0%	1.00	3:1	0.50	10.95
H	0.3%	1.00	3:1	0.27	4.24
I	0.9%	1.00	3:1	0.27	7.27
J	0.5%	1.00	3:1	2.88	5.48
K	0.8%	1.25	3:1	10.08	12.16
L	1.6%	1.00	3:1	4.70	9.80
M	0.3%	1.50	3:1	3.61	12.51
N	0.6%	1.50	3:1	3.18	17.69
O	0.2%	1.75	3:1	14.55	15.41

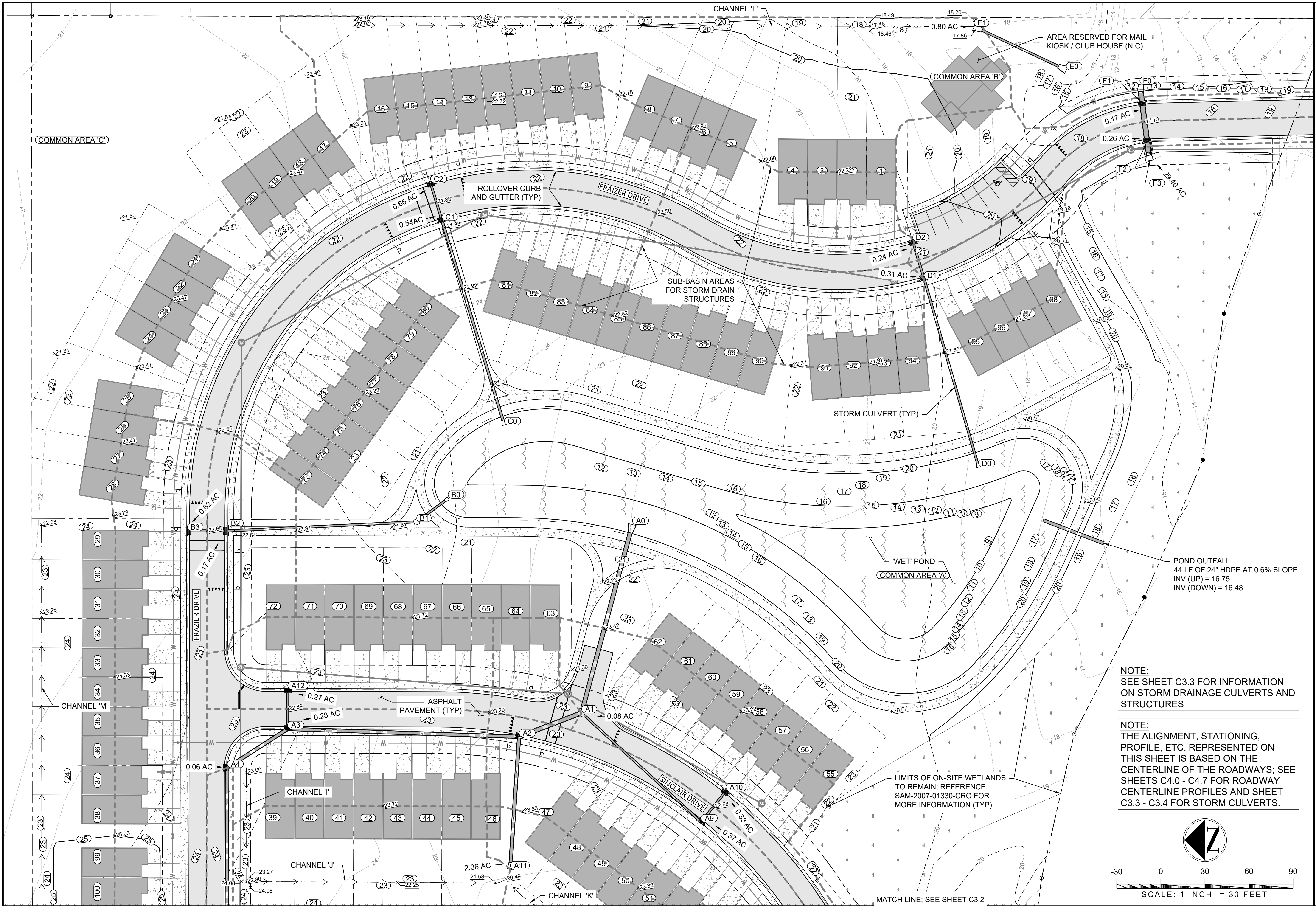
NOTE:
SEE SHEET C3.3 FOR INFORMATION ON STORM DRAINAGE CULVERTS AND STRUCTURES

NOTE:
THE ALIGNMENT, STATIONING, PROFILE, ETC. REPRESENTED ON THIS SHEET IS BASED ON THE CENTERLINE OF THE ROADWAYS; SEE SHEETS C4.0 - C4.7 FOR ROADWAY CENTERLINE PROFILES AND SHEET C3.3 - C3.4 FOR STORM CULVERTS.



PROJECT		HIGHLAND LAKE TOWNHOMES	
PROJECT PHASE		100% DESIGN	
PROJECT ADDRESS		LOT 4 - GULFPORT HIGHLANDS	
DATE		MARCH 2022	
PROJECT #		011	
REVISION DESCRIPTION		BY	
NO.		DATE	
SHEET TYPE		GRADING AND DRAINAGE - OVERALL	
SHEET NUMBER		C3.0	

PHELAN
ENGINEERING LLC



SHEET NUMBER		GRADING AND DRAINAGE - EAST		PHELAN ENGINEERING LLC		PROJECT		HIGHLAND LAKE TOWNHOMES	
C3.1		SHEET TYPE				PROJECT PHASE		100% DESIGN	
						PROJECT ADDRESS		LOT 4 - GULFPORT HIGHLANDS	
						DATE		MARCH 2022	
						BY		PROJECT # 011	
						NO.		DATE	
						REVISION DESCRIPTION			

STRUCTURE INFORMATION TABLE			
I.D.	TYPE	TOP ELEV	INVERTS
A0	FES	18.52	17.50
A1	GRATE INLET	22.74	18.93
			18.93
A2	SS2	22.93	19.05 19.05 19.05
A3	SS2	22.37	19.52 19.70 19.52
A4	SS2	23.62	19.63 19.63
A5	SS2	24.40	20.25 20.25
A6	SS2	24.40	20.31 20.31
A7	SS2	24.78	21.24 20.74
A8	FES	22.66	22.65
A9	SS2	22.26	19.43 19.43
A10	SS2	22.26	19.47

STRUCTURE INFORMATION TABLE			
I.D.	TYPE	TOP ELEV	INVERTS
A11	FES	19.73	19.28
A12	SS2	22.37	19.75
B0	FES	18.50	18.50
B1	JUNCTION	20.89	18.61 18.61
B2	SS2	22.33	19.13 19.13
B3	SS2	22.33	19.24
C0	FES	18.50	18.50
C1	SS2	21.57	19.04 19.04
C2	SS2	21.57	19.12
D0	FES	17.49	17.50
D1	SS2	20.83	17.84 17.84

STRUCTURE INFORMATION TABLE			
I.D.	TYPE	TOP ELEV	INVERTS
D2	SS2	20.83	17.88
E0	FES	16.02	16.00
E1	FES	16.86	16.86
F0	FES	11.64	11.60
F1	SS2	17.42	11.82 11.82
F2	SS2/CONFLICT	17.42	12.29 12.29
F3	FES	13.33	12.52
G0	FES	20.00	20.22
G1	FES	???	19.96

PIPE TABLE-HIGHLAND-STORM						
NAME	MATERIAL	SIZE	LENGTH	INV DOWN	SLOPE	INV UP
A0-A1	HDPE	30" ROUND -OR- ??? X ??? ARCH PIPE	132.74	17.50	1.08%	18.93
A1-A2	RCP	30" ROUND -OR- ??? X ??? ARCH PIPE	45.57	18.93	0.26%	19.05
A2-A3	RCP	24" ROUND -OR- ??? X ??? ARCH PIPE	157.61	19.05	0.30%	19.52
A3-A4	RCP	24" ROUND -OR- ??? X ??? ARCH PIPE	48.82	19.52	0.23%	19.63
A4-A5	RCP	24" ROUND -OR- ??? X ??? ARCH PIPE	282.91	19.63	0.22%	20.25
A5-A6	RCP	24" ROUND -OR- ??? X ??? ARCH PIPE	27.00	20.25	0.22%	20.31
A6-A7	RCP	24" ROUND -OR- ??? X ??? ARCH PIPE	195.75	20.31	0.22%	20.74
A7-A8	HDPE	18" ROUND -OR- ??? X ??? ARCH PIPE	97.49	21.24	1.45%	22.65
A3-A12	RCP	15" ROUND -OR- ??? X ??? ARCH PIPE	27.00	19.70	0.19%	19.75

PIPE TABLE-HIGHLAND-STORM						
NAME	MATERIAL	SIZE	LENGTH	INV DOWN	SLOPE	INV UP
B1-B2	HDPE	15" ROUND -OR- ??? X ??? ARCH PIPE	129.16	18.61	0.40%	19.13
B2-B3	RCP	15" ROUND -OR- ??? X ??? ARCH PIPE	27.00	19.13	0.41%	19.24
C0-C1	HDPE	18" ROUND -OR- ??? X ??? ARCH PIPE	145.34	18.50	0.37%	19.04
C1-C2	RCP	15" ROUND -OR- ??? X ??? ARCH PIPE	27.00	19.04	0.30%	19.12
D0-D1	HDPE	15" ROUND -OR- ??? X ??? ARCH PIPE	133.29	17.50	0.26%	17.84
D1-D2	RCP	15" ROUND -OR- ??? X ??? ARCH PIPE	27.00	17.84	0.15%	17.88
E0-E1	HDPE	15" ROUND -OR- ??? X ??? ARCH PIPE	69.31	16.00	1.24%	16.86
F0-F1	RCAP	??? ROUND -OR- 36" X 22" ARCH PIPE	12.13	11.60	1.81%	11.82
F1-F2	RCAP	??? ROUND -OR- 36" X 22" ARCH PIPE	27.00	11.82	1.74%	12.29

PIPE TABLE-HIGHLAND-STORM						
NAME	MATERIAL	SIZE	LENGTH	INV DOWN	SLOPE	INV UP
F2-F3	RCAP	??? ROUND -OR- 36" X 22" ARCH PIPE	13.14	12.29	1.75%	12.52
A1-A9	RCP	15" ROUND -OR- ??? X ??? ARCH PIPE	110.15	18.93	0.45%	19.43
A9-A10	RCP	15" ROUND -OR- ??? X ??? ARCH PIPE	27.00	19.43	0.15%	19.47
A2-A11	HDPE	24" ROUND -OR- ??? X ??? ARCH PIPE	90.31	19.05	0.25%	19.28
G0-G1	RCAP	??? ROUND -OR- 36" X 22" ARCH PIPE	51.66	19.96	0.50%	20.22
OUTFALL	HDPE	24" ROUND -OR- ??? X ??? ARCH PIPE	44.03	16.48	0.61%	16.75
B0-B1	HDPE	15" ROUND -OR- ??? X ??? ARCH PIPE	26.75	18.50	0.40%	18.61

PE-Pipe

Line No.	Line ID	Line Size	Line Length	Invert Dn	Lin Slope	Invert Up	Total Area	Flow Rate	Capac Full		
		(in)	(ft)	(ft)	(%)	(ft)	(ac)	(cfs)	(cfs)		
1	A0-A1	30	128.917	18.50	0.33	18.93	7.77	23.26	23.69	NOTE: INFORMATION SHOWN HYDRAFLOW STORM SEWER VERSION 2022 AS WAS USED DATA PRESENTED HEREON EVENT OF SUCH DIFFERENCE TAKE PRECEDENCE OVER THIS	
2	A1-A2	30	45.571	18.93	0.26	19.05	6.99	20.56	21.05		
3	A2-A3	24	157.606	19.05	0.30	19.52	4.62	12.28	12.35		
4	A3-A4	24	48.819	19.52	0.23	19.63	4.07	10.35	10.74		
5	A4-A5	24	282.914	19.63	0.22	20.25	4.01	10.36	10.59		
6	A5-A6	24	27.000	20.25	0.22	20.31	3.95	10.16	10.66		
7	A6-A7	24	195.747	20.31	0.22	20.74	3.62	9.11	10.60		
8	A7-A8	18	97.491	21.24	1.45	22.65	3.56	8.93	12.63		
9	A1-A9	15	110.148	18.93	0.45	19.43	0.70	4.19	4.35		
10	A9-A10	15	27.000	19.43	0.15	19.47	0.33	2.00	2.49		
11	A2-A11	24	90.295	19.05	0.25	19.28	2.36	10.59	11.42		
12	A3-A12	15	27.000	20.02	0.19	20.07	0.27	1.62	2.78		
13	B0-B1	15	26.750	18.50	0.41	18.61	0.79	3.83	4.14		
14	B1-B2	15	129.165	18.61	0.40	19.13	0.79	3.89	4.44		
15	B2-B3	15	25.500	19.13	0.39	19.23	0.62	3.06	4.04		
16	C0-C1	18	153.441	18.50	0.35	19.04	1.19	6.17	6.23		
17	C1-C2	15	27.000	19.04	0.30	19.12	0.65	3.39	3.51		
18	D0-D1	15	135.000	17.50	0.25	17.84	0.55	3.01	3.24		
19	D1-D2	15	27.000	17.84	0.15	17.88	0.24	1.33	2.49		
20	E0-E1	15	69.302	16.00	1.24	16.86	0.80	4.15	7.19		
21	F0-F1	30	12.376	11.60	1.78	11.82	29.83	52.28	54.68		
22	F1-F2	30	27.000	11.82	1.74	12.29	29.66	51.86	54.11		
23	F2-F3	30	13.000	12.29	1.77	12.52	29.40	51.19	54.55		
24	G0-G1	30	51.663	19.96	0.50	20.22	17.20	31.85	29.09		
Project File: 2022-0212-Strm.stm										Number of lines: 24	Date: 2/21/2022
NOTES: ** Critical depth											

NOTE: INFORMATION SHOWN ON THESE TABLES IS DERIVED FROM HYDRAFLOW STORM SEWERS EXTENSION FOR AUTODESK CIVIL 3D, VERSION 2022 AS WAS USED FOR DESIGN. SLIGHT VARIATIONS IN DATA PRESENTED HEREON VS. THE DESIGN PLANS MAY EXIST; IN THE EVENT OF SUCH DIFFERENCES, THE CONSTRUCTION PLANS SHALL TAKE PRECEDENCE OVER THE INFORMATION ON THESE TABLES.

PE-Inlet

Line No.	Inlet ID	Gnd/Rim El Up	Invert Up	Inlet Depth	Drng Area	Inlet Time	Runoff Coeff	Incr Q	Q Capt	
		(ft)	(ft)	(ft)	(ac)	(min)	(C)	(cfs)	(cfs)	
1	A1	22.74	18.93	0.33	0.08	10.0	0.60	0.53	0.53	THE DATA PRESENTED IN THESE TABLES IS DERIVED FROM A HYDROLOGIC ANALYSIS PERFORMED USING AUTODESK CIVIL 3D, A DESIGN SOFTWARE. SLIGHT VARIATIONS IN THE DATA MAY EXIST IN THE CONSTRUCTION PLANS. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE DATA AND MAKING ANY NECESSARY ADJUSTMENTS TO THE CONSTRUCTION PLANS.
2	A2	22.93	19.05	0.24	0.01	10.0	0.60	0.07	0.07	
3	A3	22.37	19.52	0.42	0.28	12.0	0.60	1.71	1.71	
4	A4	23.37	19.63	0.30	0.06	10.0	0.60	0.40	0.40	
5	A5	24.40	20.25	0.30	0.06	10.0	0.60	0.40	0.40	
6	A6	24.40	20.31	0.44	0.33	13.1	0.60	1.94	1.94	
7	A7	24.78	20.74	0.31	0.06	10.0	0.60	0.40	0.40	
8	A8	22.87	22.65		3.56	32.5	0.40	8.93	8.93	
9	A9	22.26	19.43	0.46	0.37	11.7	0.60	2.29	2.29	
10	A10	22.26	19.47	0.44	0.33	12.3	0.60	2.00	2.00	
11	A11	19.73	19.28		2.36	23.1	0.60	10.59	10.59	
12	A12	22.37	20.07	0.42	0.27	12.5	0.60	1.62	1.62	
13	B1	22.33	18.61		0.00	0.0	0.00	0.00		
14	B2	0.00	19.13	0.37	0.17	10.0	0.60	1.12	1.12	
15	B3	22.33	19.23	0.51	0.62	19.0	0.60	3.06	3.06	
16	C1	21.57	19.04	0.51	0.54	14.2	0.60	3.06	3.06	
17	C2	21.57	19.12	0.53	0.65	17.0	0.60	3.39	3.39	
18	D1	20.83	17.84	0.35	0.31	14.2	0.60	1.76	1.01	
19	D2	20.83	17.88	0.33	0.24	15.0	0.60	1.33	0.86	
20	E0	16.00	16.86		0.80	17.2	0.60	4.15	4.15	
21	F1	17.42	11.82	0.43	0.17	10.0	0.60	1.12	1.87	
22	F2	17.42	12.29	0.46	0.26	10.0	0.60	1.72	2.18	
23	F3	13.20	12.52		29.40	63.7	0.40	51.19	51.19	
24	G1	20.35	20.22		17.20	57.0	0.40	31.85	31.85	

PROJECT

PROJECT

PROJECT

DATE

HIGHLAND LAKE TOWNHOMES

100% DESIGN

LOT 4 - GULFPORT HIGHLANDS

MARCH 2022

PROJECT #

011

PHELAN

ENGINEERING LLC

GRADING AND DRAINAGE

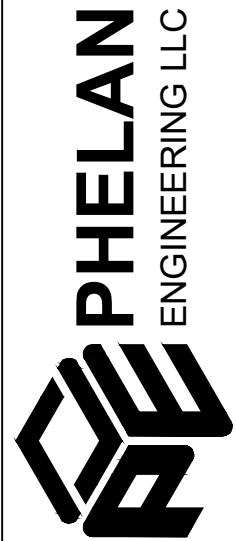
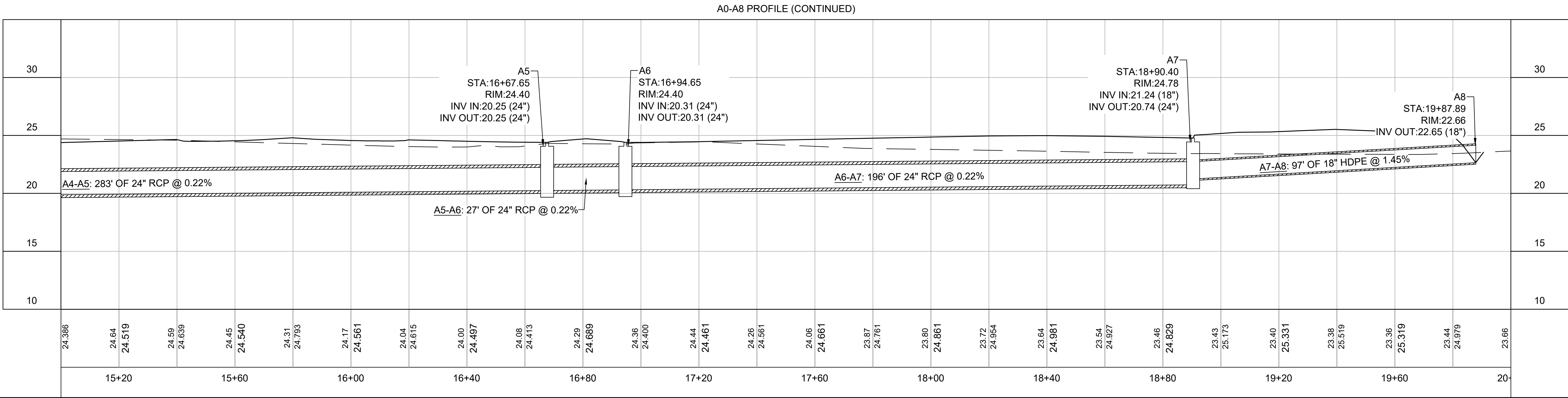
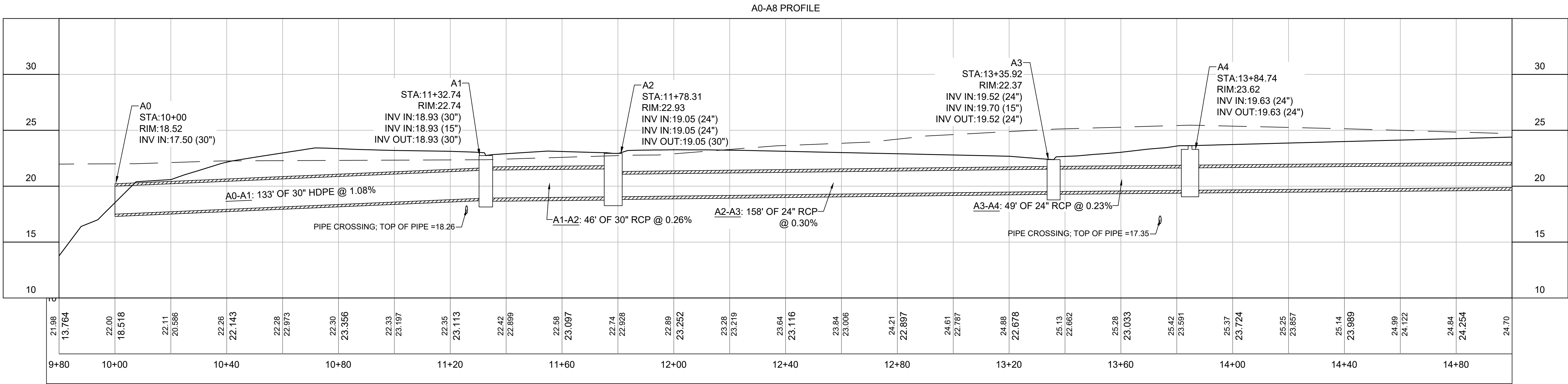
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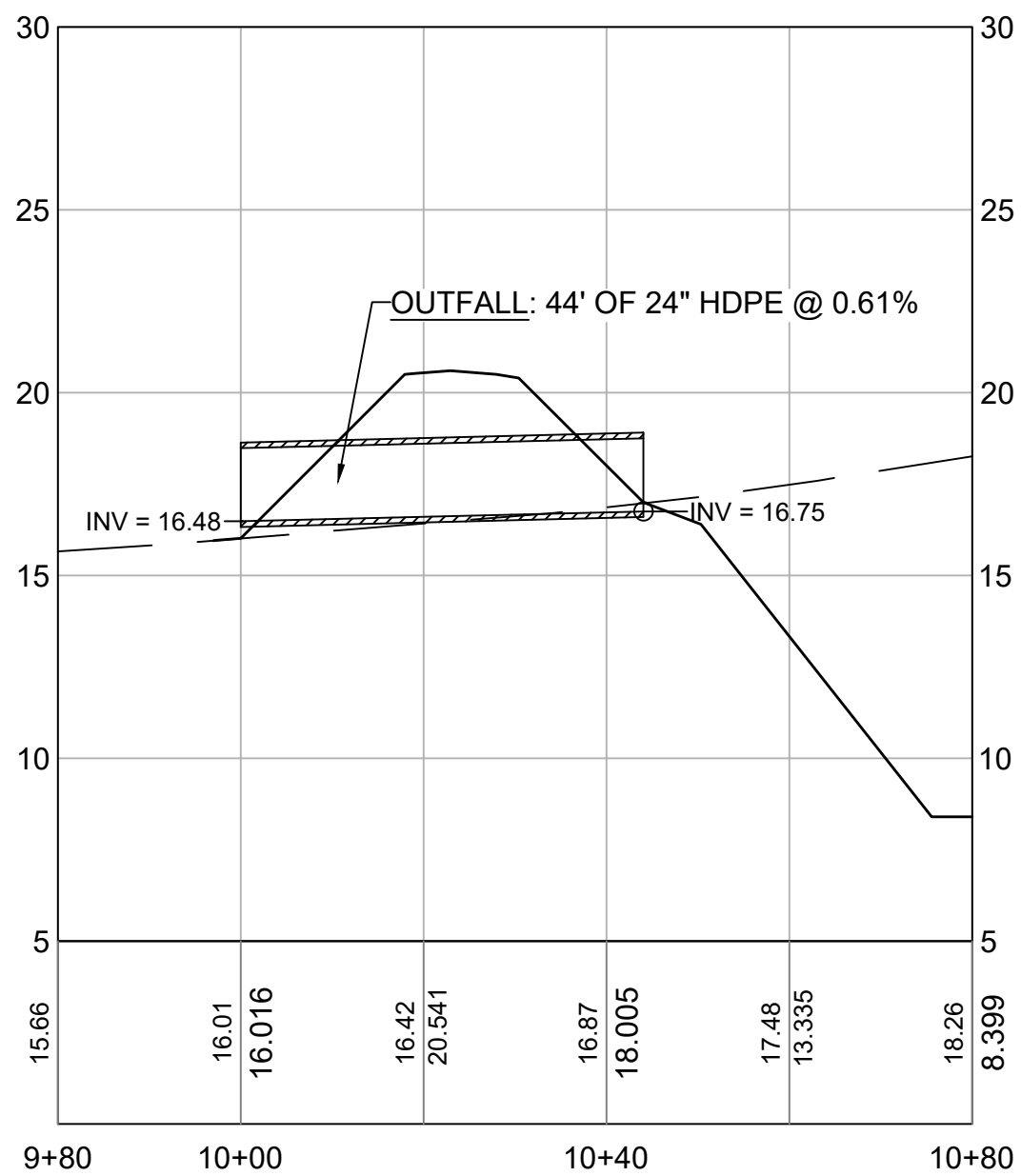
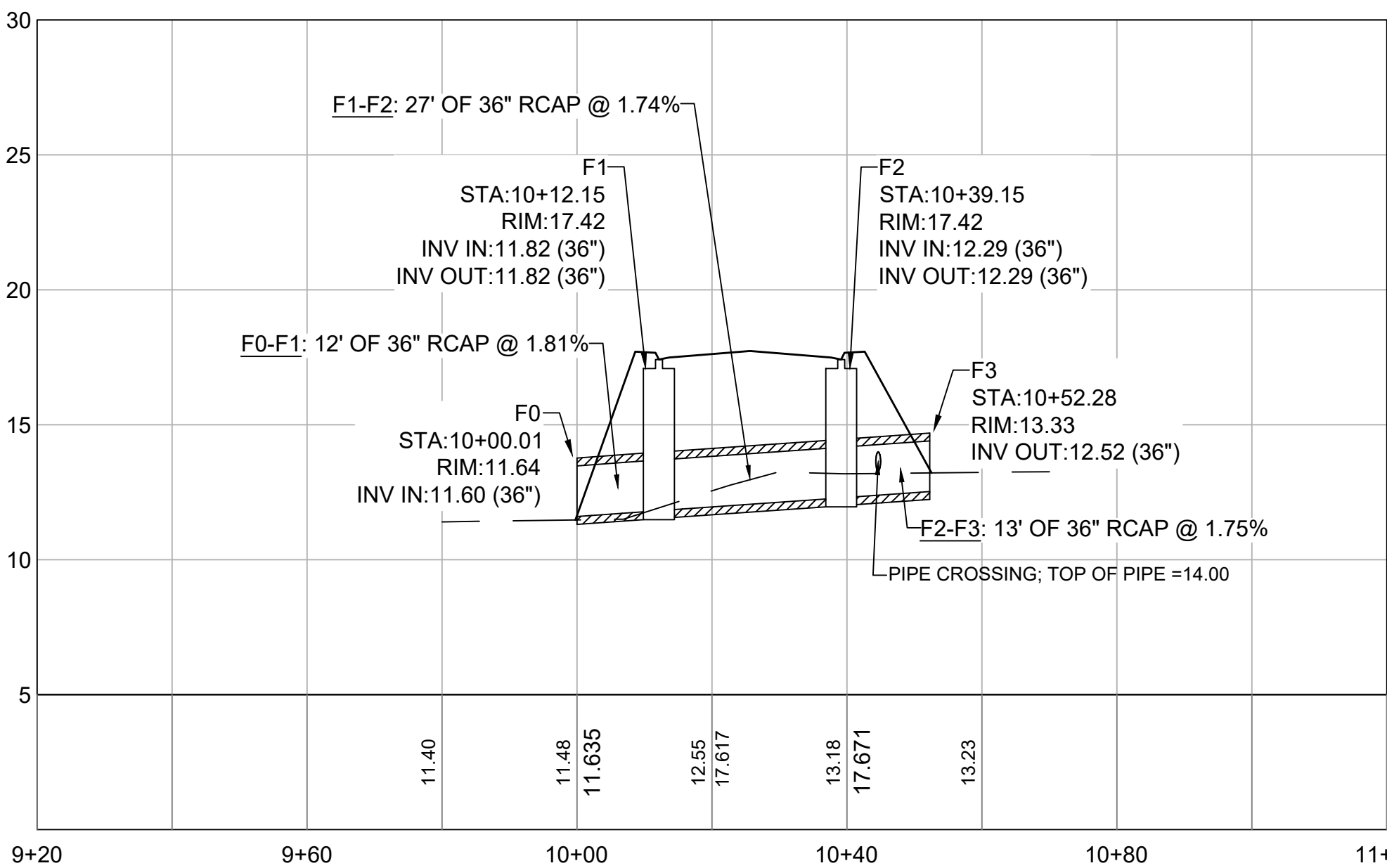
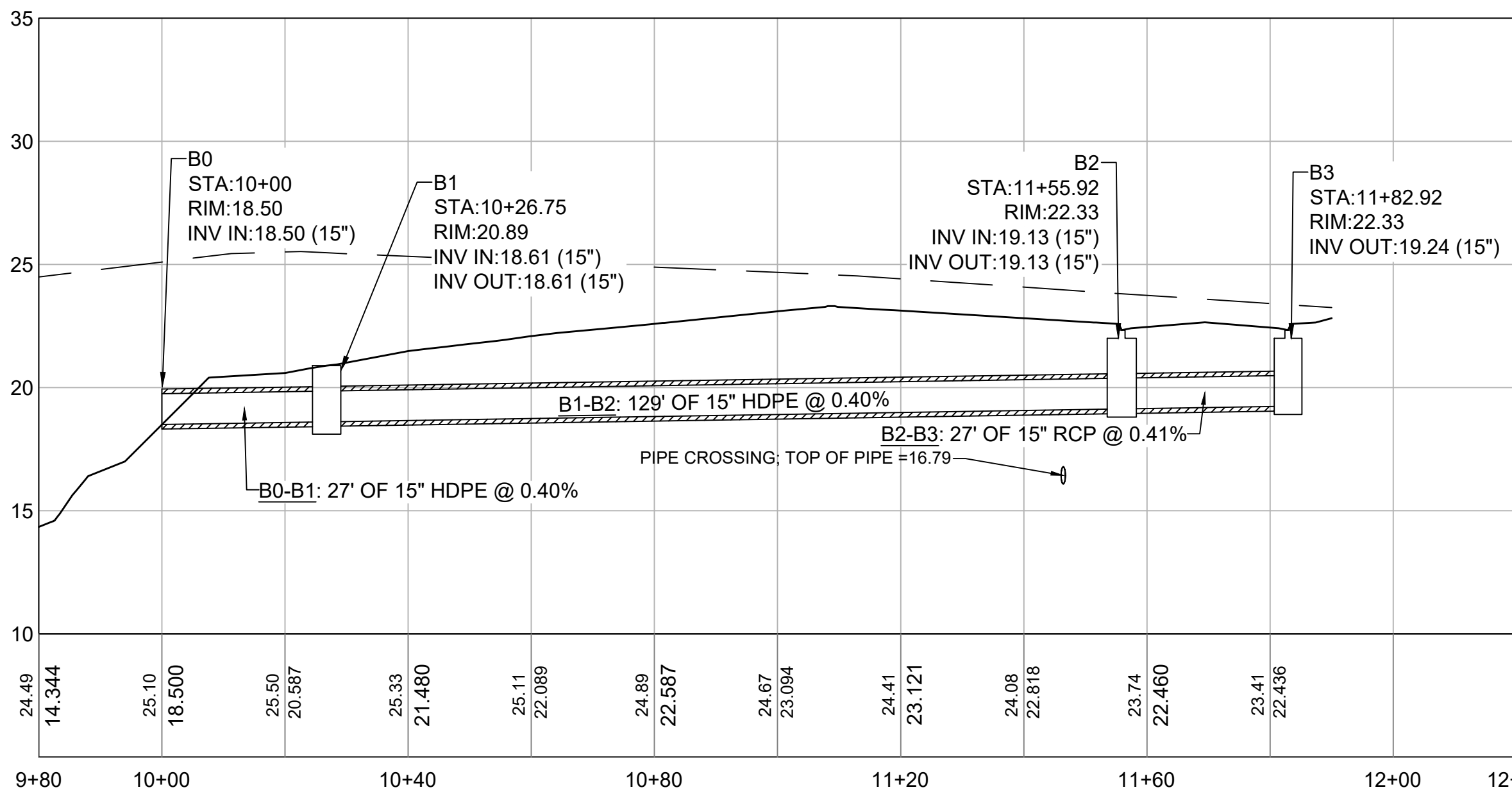
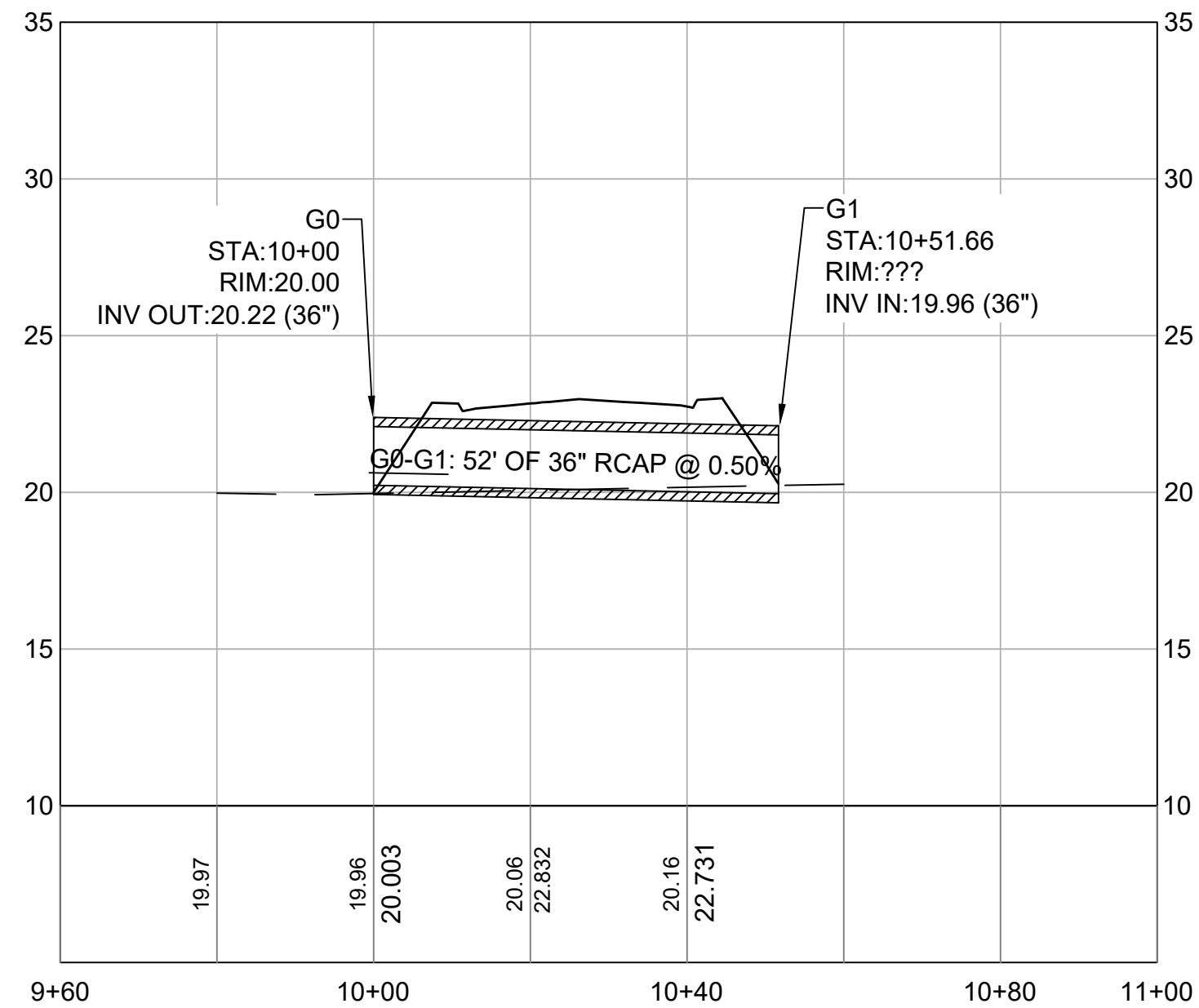
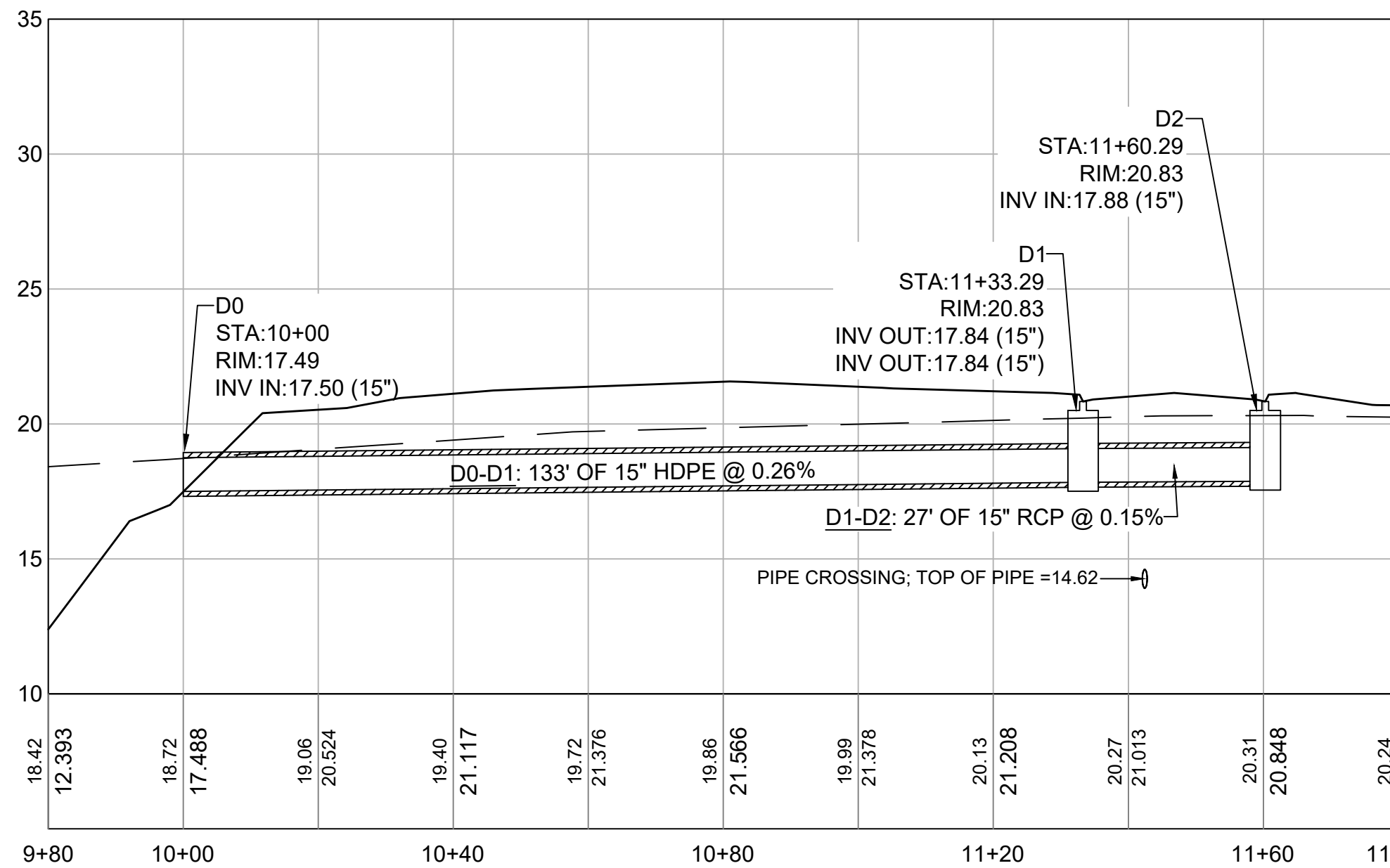
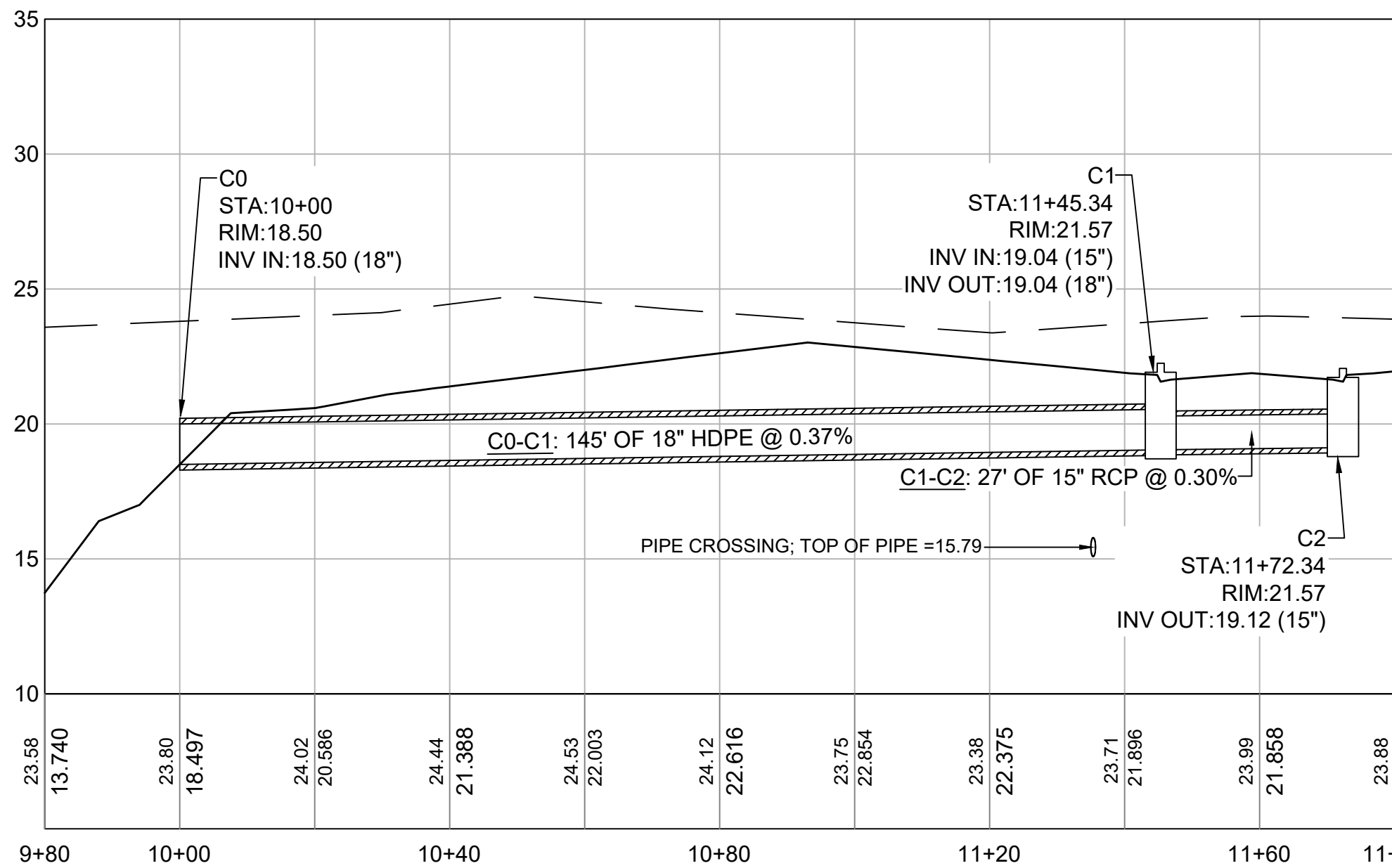
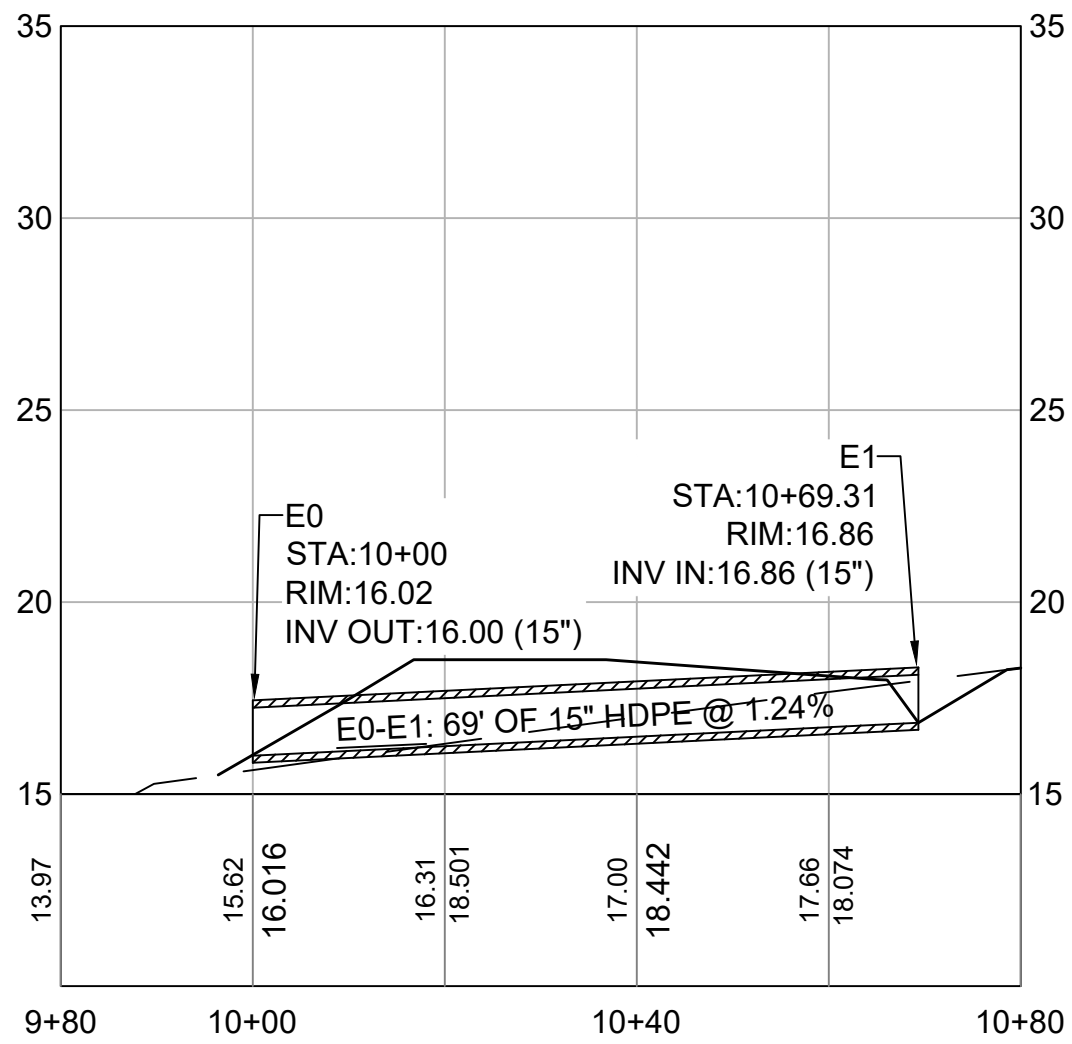
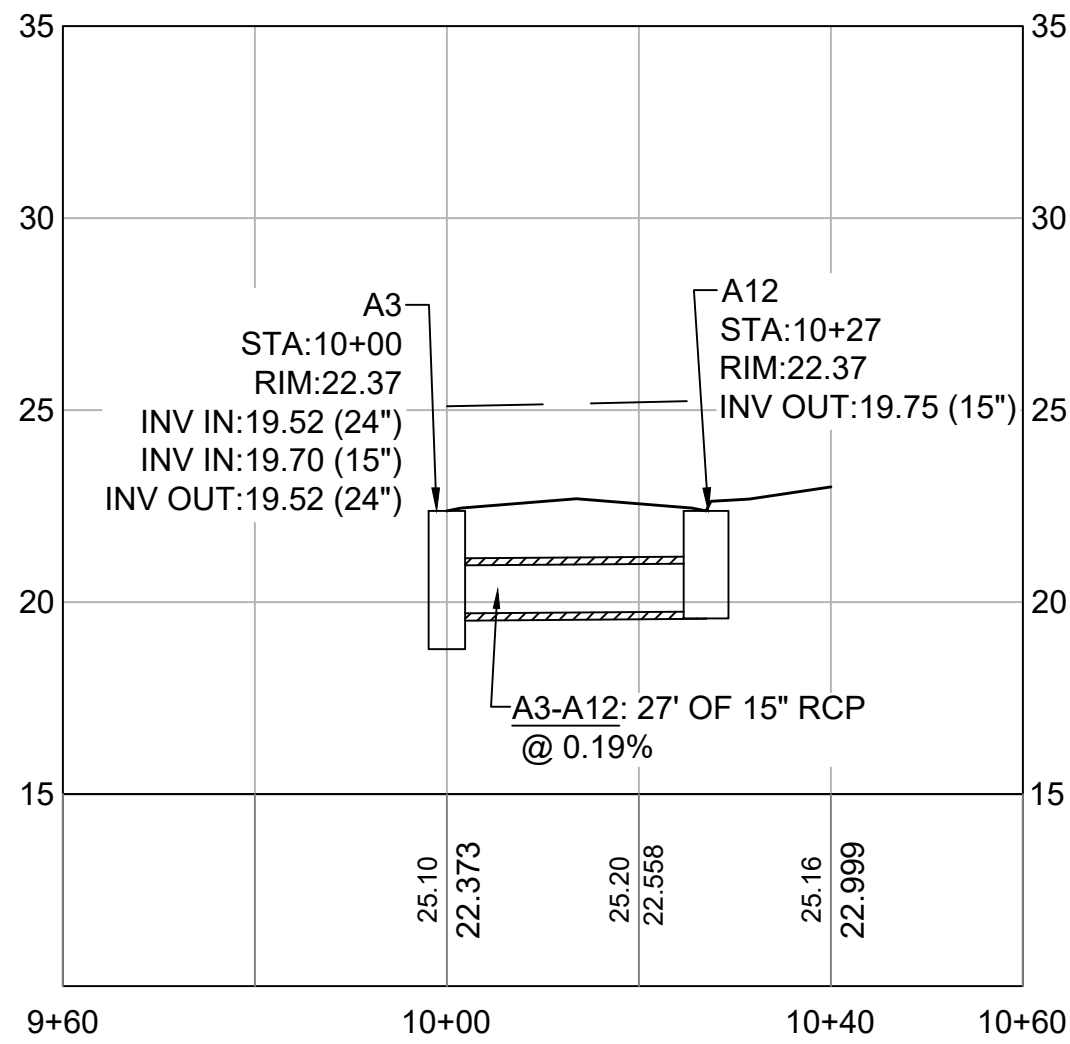
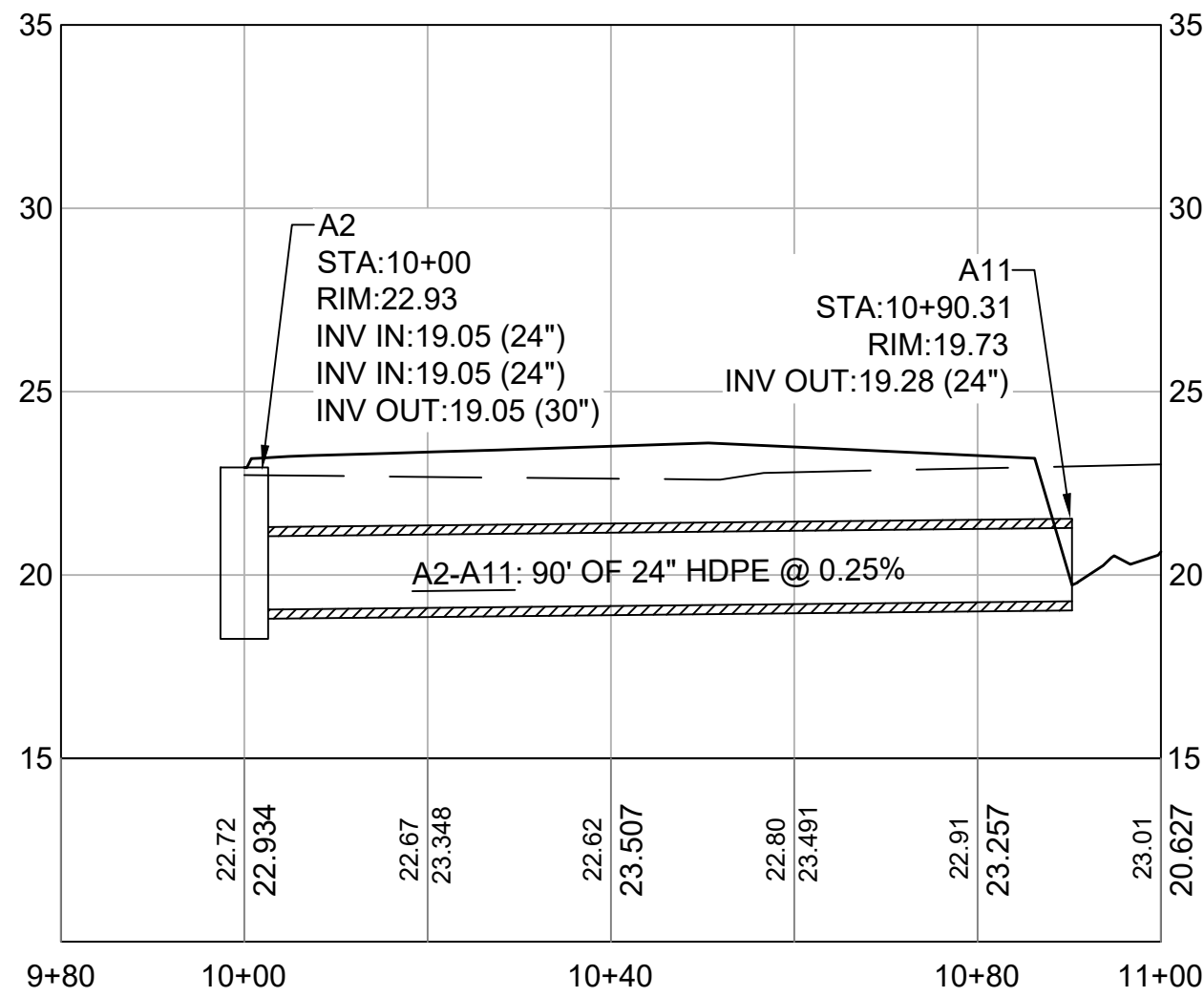
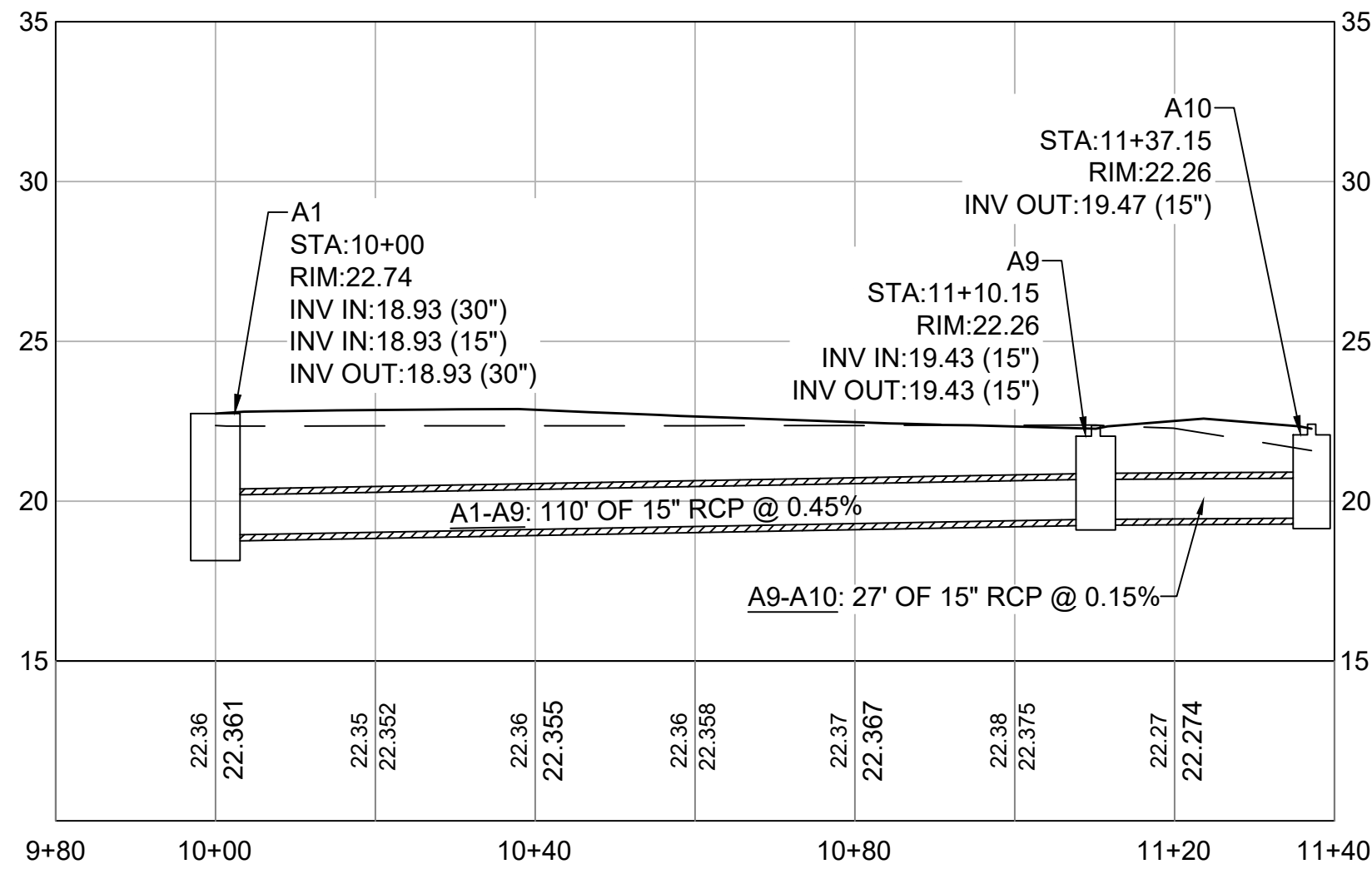
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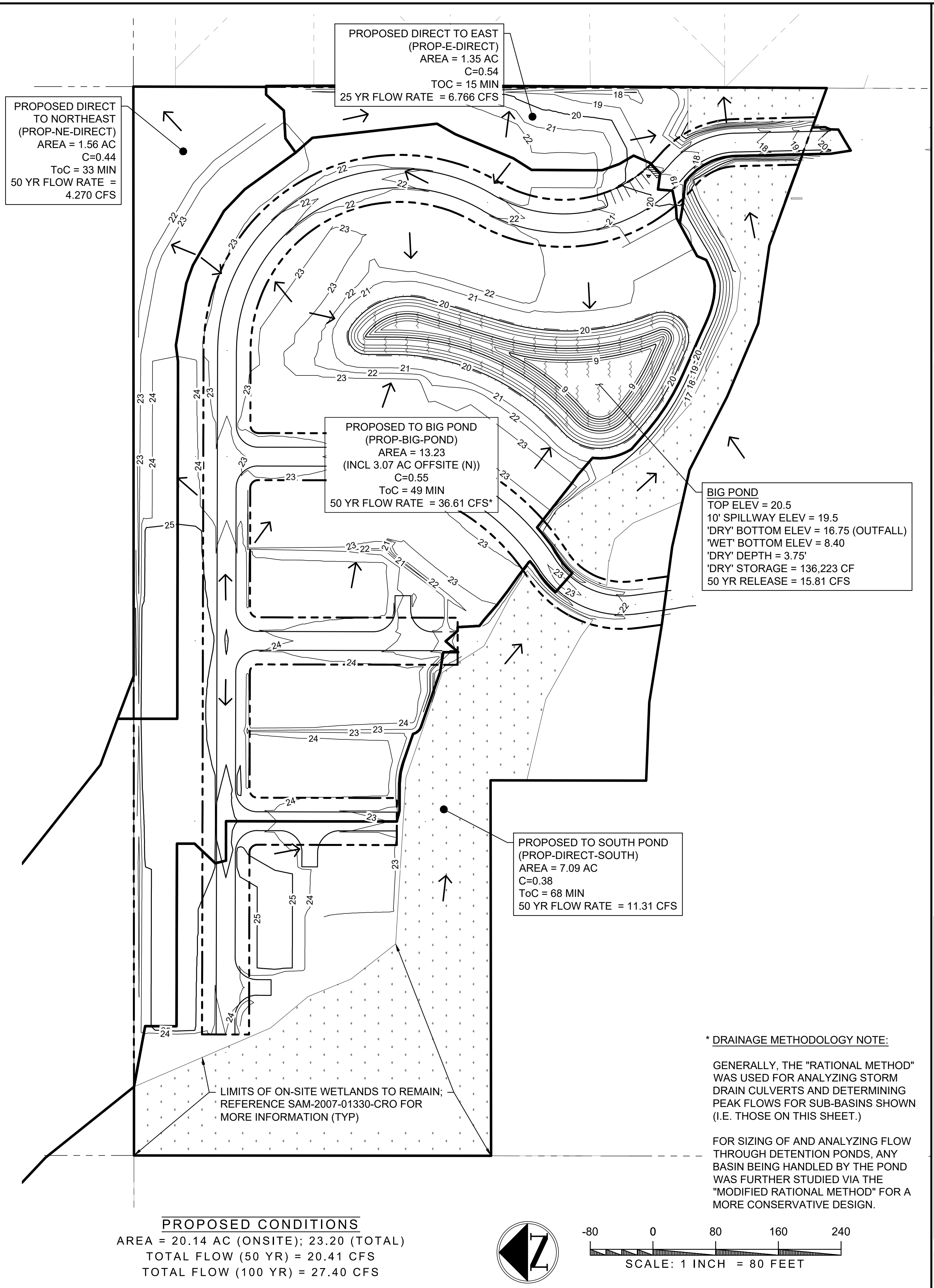
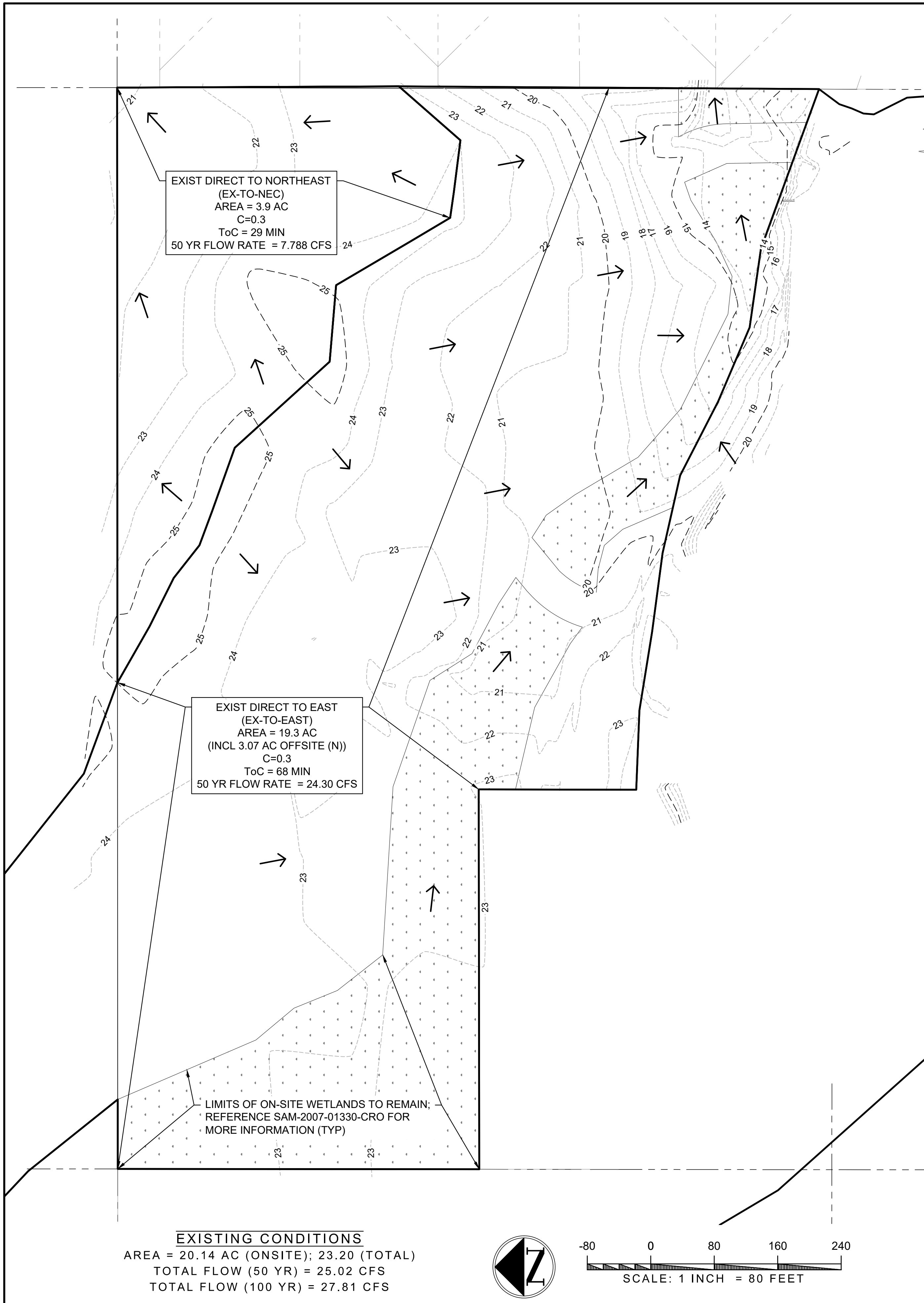
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SHEET NUMBER

C3.3







PROJECT		HIGHLAND LAKE TOWNHOMES	
PROJECT PHASE		100% DESIGN	
PROJECT ADDRESS		LOT 4 - GULFPORT HIGHLANDS	
DATE		MARCH 2022	
BY		PROJECT #	
NO.		011	
DATE		REVISION DESCRIPTION	
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NO.		BY	

Hydrograph Summary Report

Hydralflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	7.788	1	29	16,938	-----	-----	-----	EX-TO-NEC
2	Rational	24.30	1	68	123,932	-----	-----	-----	EX-TO-EAST-(incl Offsite)
3	Combine	25.02	1	68	140,754	1, 2	-----	-----	EX-TOTAL
6	Rational	4.270	1	33	10,569	-----	-----	-----	PROP-NE-DIRECT
7	Rational	6.766	1	15	7,612	-----	-----	-----	PROP-E-DIRECT
8	Rational	11.31	1	68	57,668	-----	-----	-----	PROP-DIRECT-SOUTH
9	Mod. Rational	21.92	1	49	160,478	-----	-----	-----	PROP-BIG-POND
10	Reservoir	15.81	1	136	159,996	9	19.29	85,400	PROP-THRU-BIG_POND
11	Combine	20.41	1	122	225,175	7, 8, 10	-----	-----	PROP-TO-EAST
13	Combine	20.41	1	122	235,680	6, 11,	-----	-----	PROP-TOTAL

HighlandsHF.gpwReturn Period: 50 YearTuesday, 02 / 22 / 2022

Hydrograph Report

Hydralflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

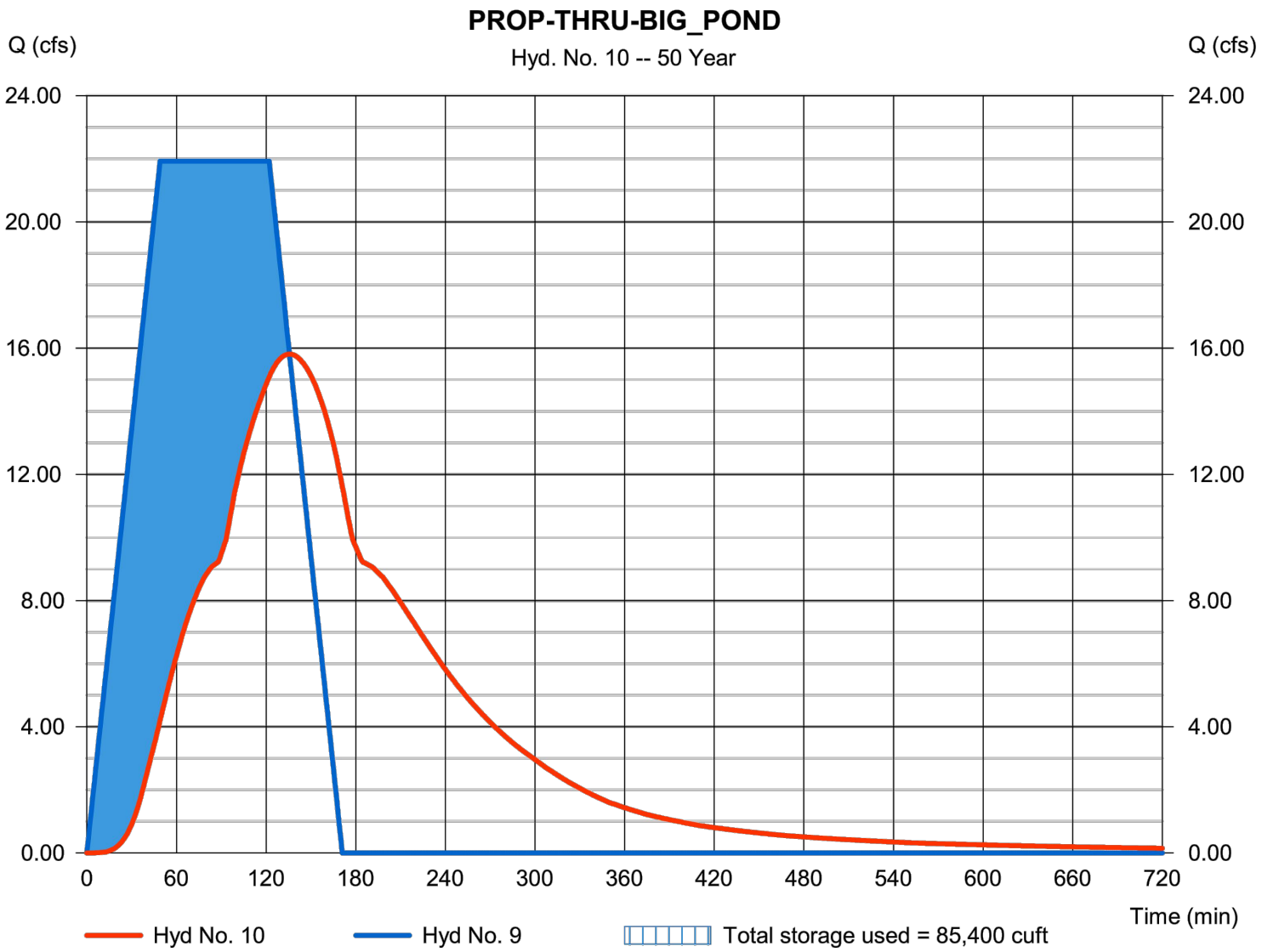
Tuesday, 02 / 22 / 2022

Hyd. No. 10

PROP-THRU-BIG_POND

Hydrograph type	= Reservoir	Peak discharge	= 15.81 cfs
Storm frequency	= 50 yrs	Time to peak	= 136 min
Time interval	= 1 min	Hyd. volume	= 159,996 cuft
Inflow hyd. No.	= 9 - PROP-BIG-POND	Max. Elevation	= 19.29 ft
Reservoir name	= BIG POND	Max. Storage	= 85,400 cuft

Storage Indication method used.



Pond Report

Hydralflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Tuesday, 02 / 22 / 2022

Pond No. 2 - BIG POND

Pond Data

Contours - User-defined contour areas. Conic method used for volume calculation. Beginning Elevation = 16.75 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	16.75	29,335	0	0
0.75	17.50	31,290	22,728	22,728
1.75	18.50	35,272	33,258	55,986
2.75	19.50	39,350	37,289	93,275
3.00	19.75	40,385	9,966	103,240
3.25	20.00	41,425	10,225	113,465
3.75	20.25	49,742	22,758	136,223

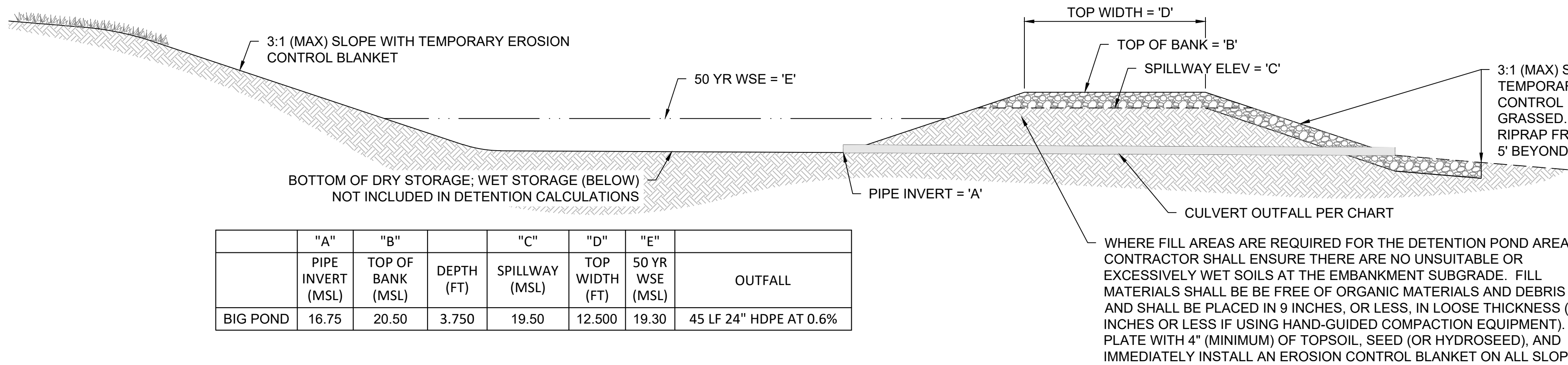
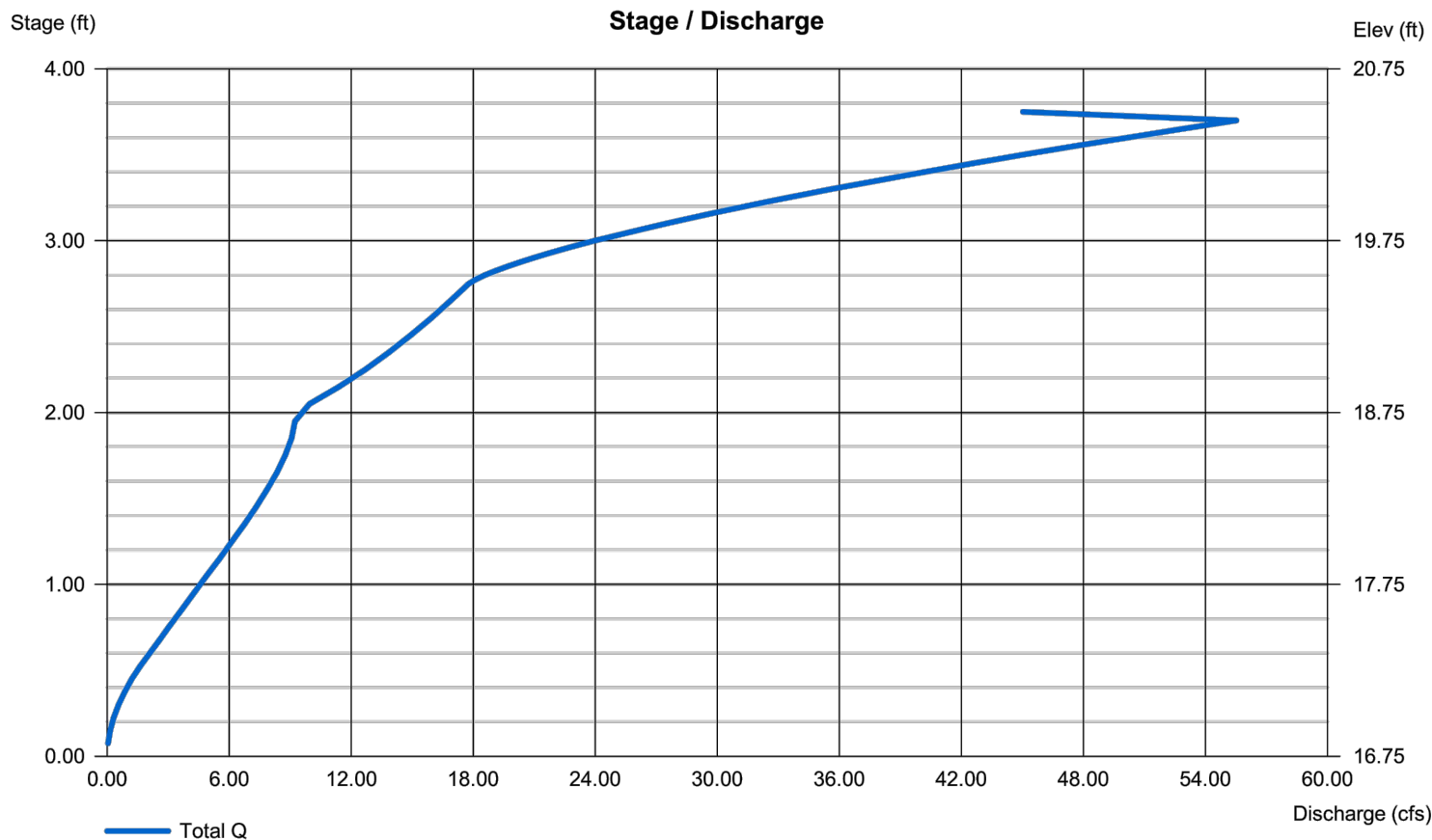
Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRs]
Rise (in)	= 24.00	0.00	0.00	0.00
Span (in)	= 24.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 16.75	0.00	0.00	0.00
Length (ft)	= 45.00	0.00	0.00	0.00
Slope (%)	= 0.60	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

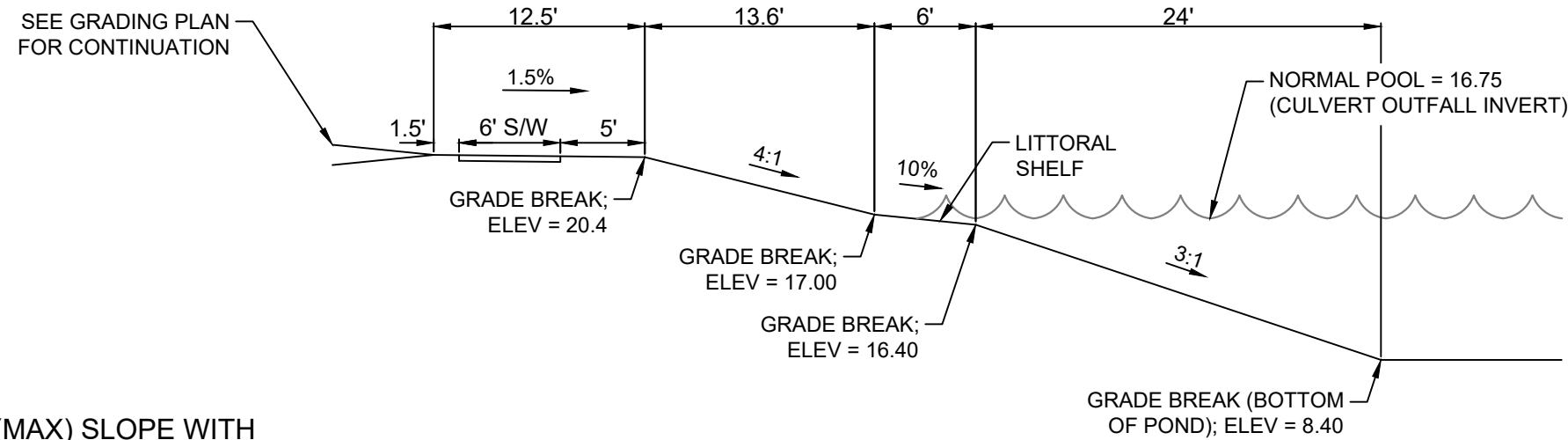
Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 10.00	0.00	0.00	0.00
Crest El. (ft)	= 19.50	0.00	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= Cipiti	---	---	---
Multi-Stage	= No	No	No	No
Exfil.(in/hr)	= 0.000 (by Wet area)			
TW Elev. (ft)	= 0.00			

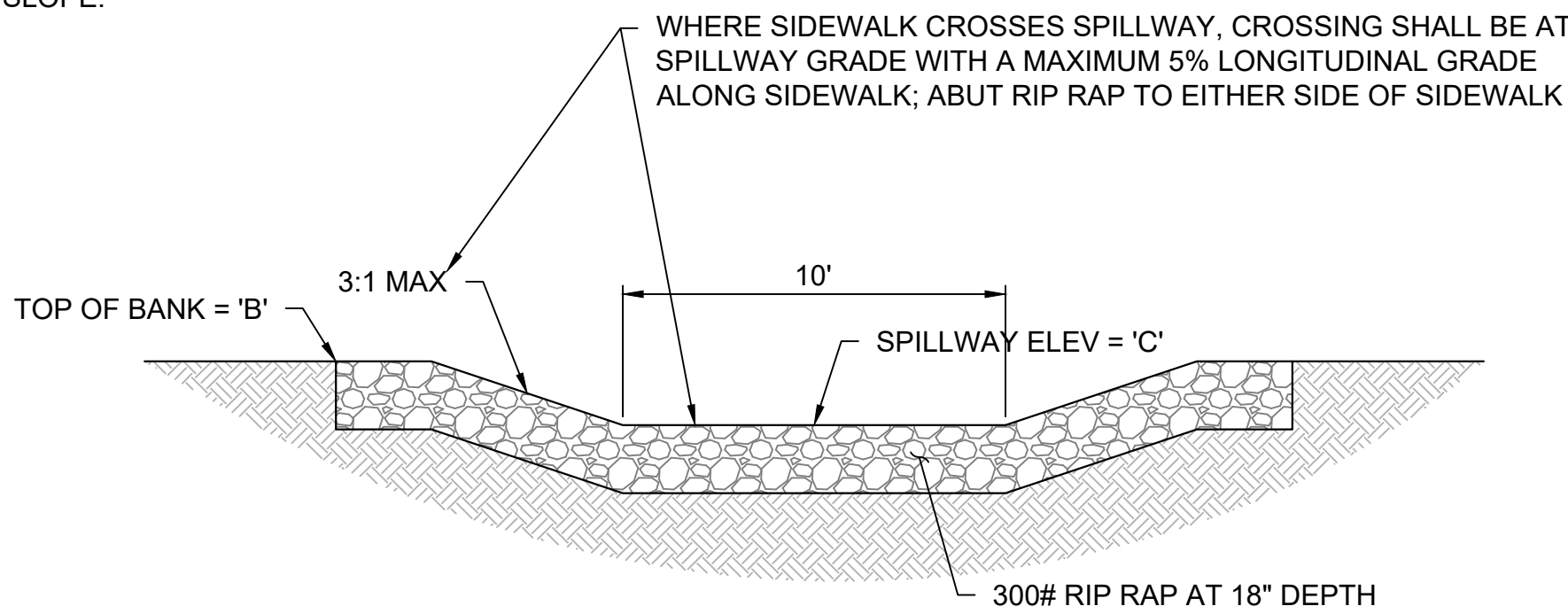
Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



DETENTION POND DETAILS
N.T.S.



DETENTION POND SCHEMATIC
N.T.S.



EMERGENCY SPILLWAY
N.T.S.

HIGHLAND LAKE TOWNHOMES

100% DESIGN

LOT 4 - GULFPORT HIGHLANDS

MARCH 2022

011

PROJECT

PROJECT PHASE

PROJECT ADDRESS

DATE

BY

NO.

DATE

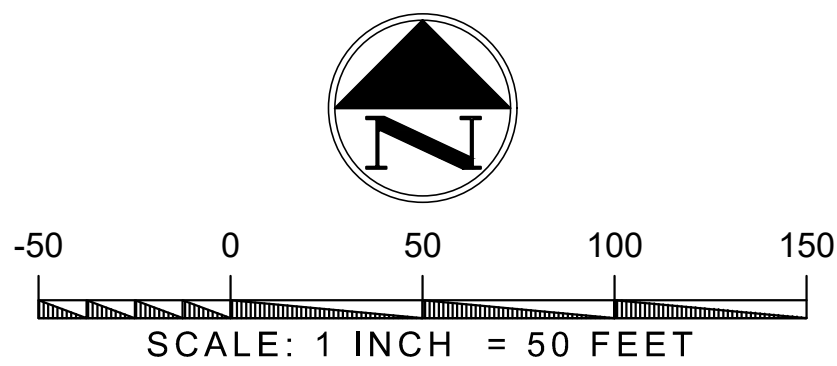
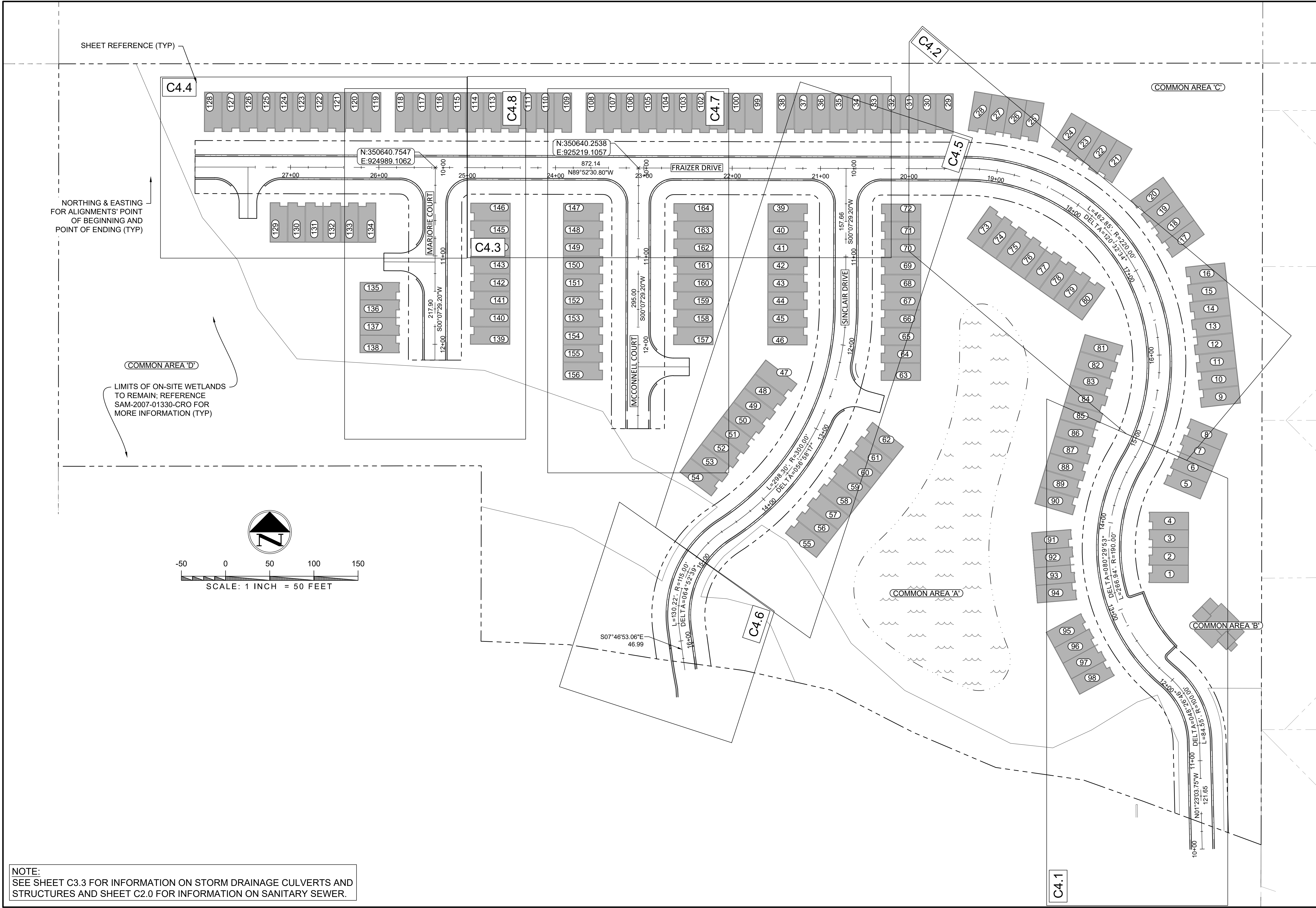
REVISION DESCRIPTION

GRADING AND DRAINAGE -DETENTION DETAILS

SHEET TYPE

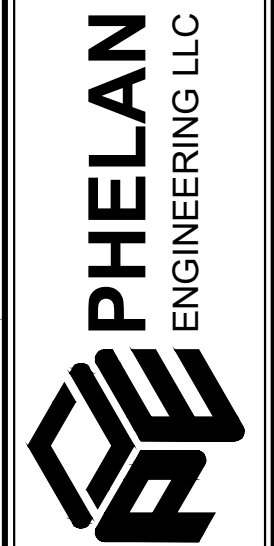
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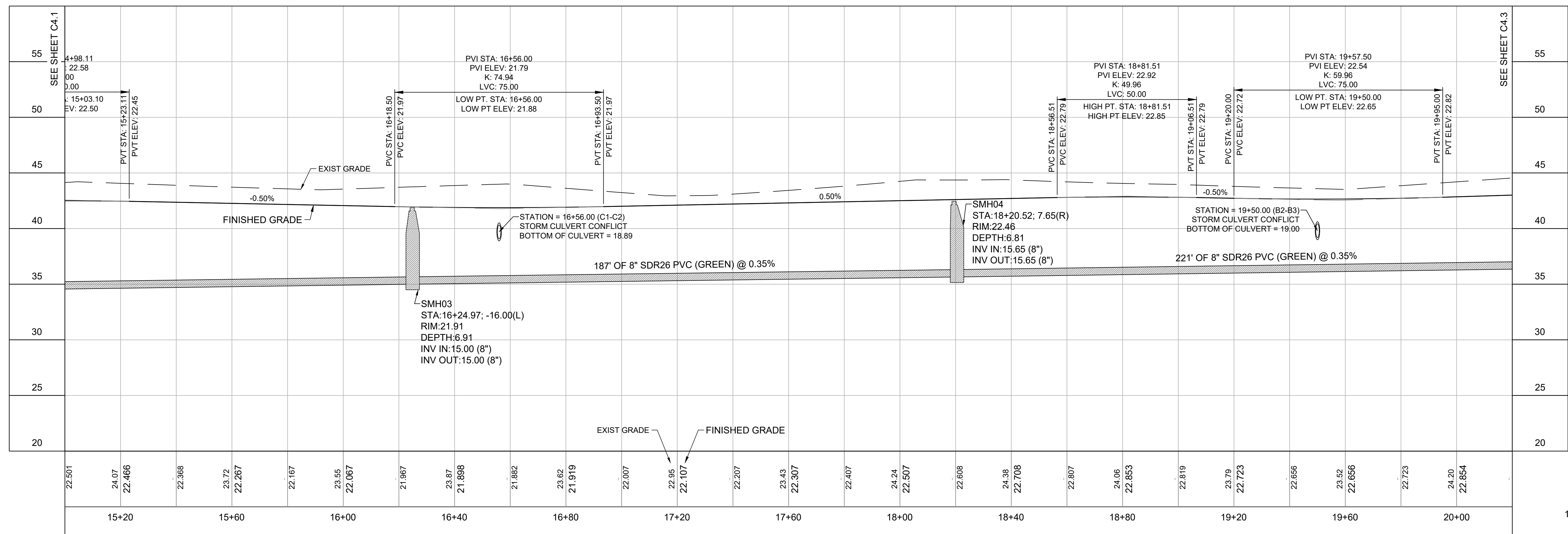
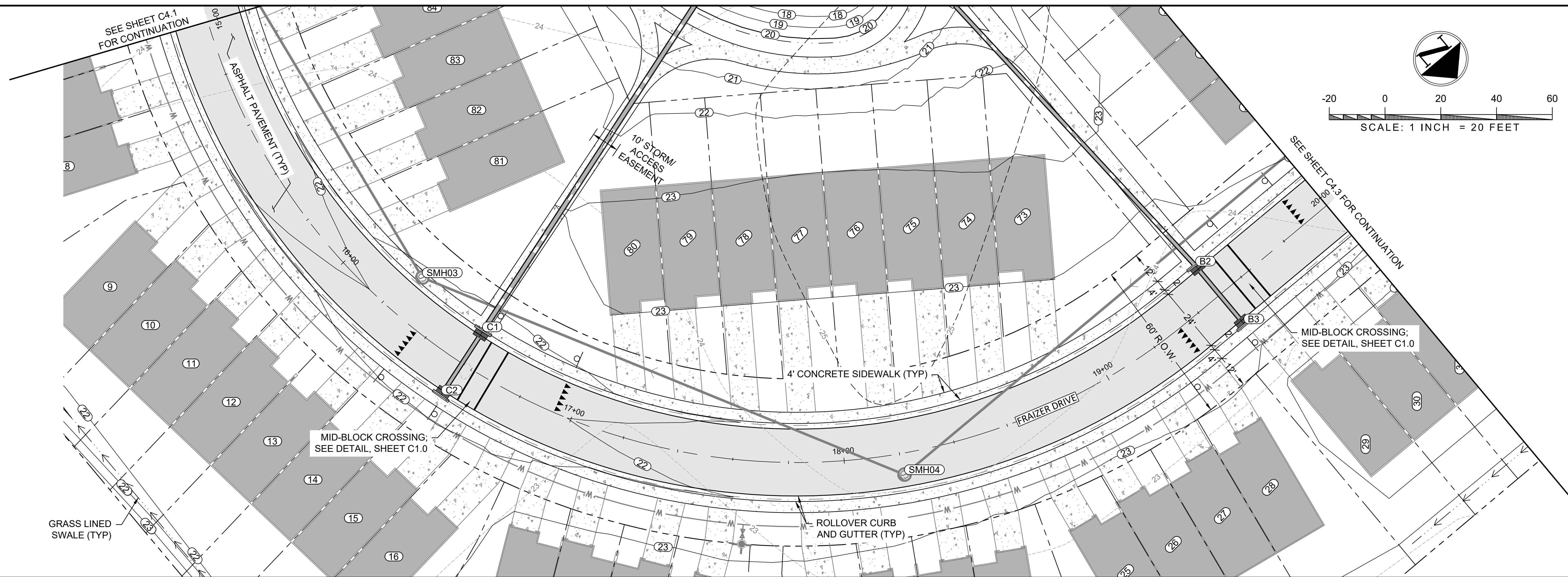
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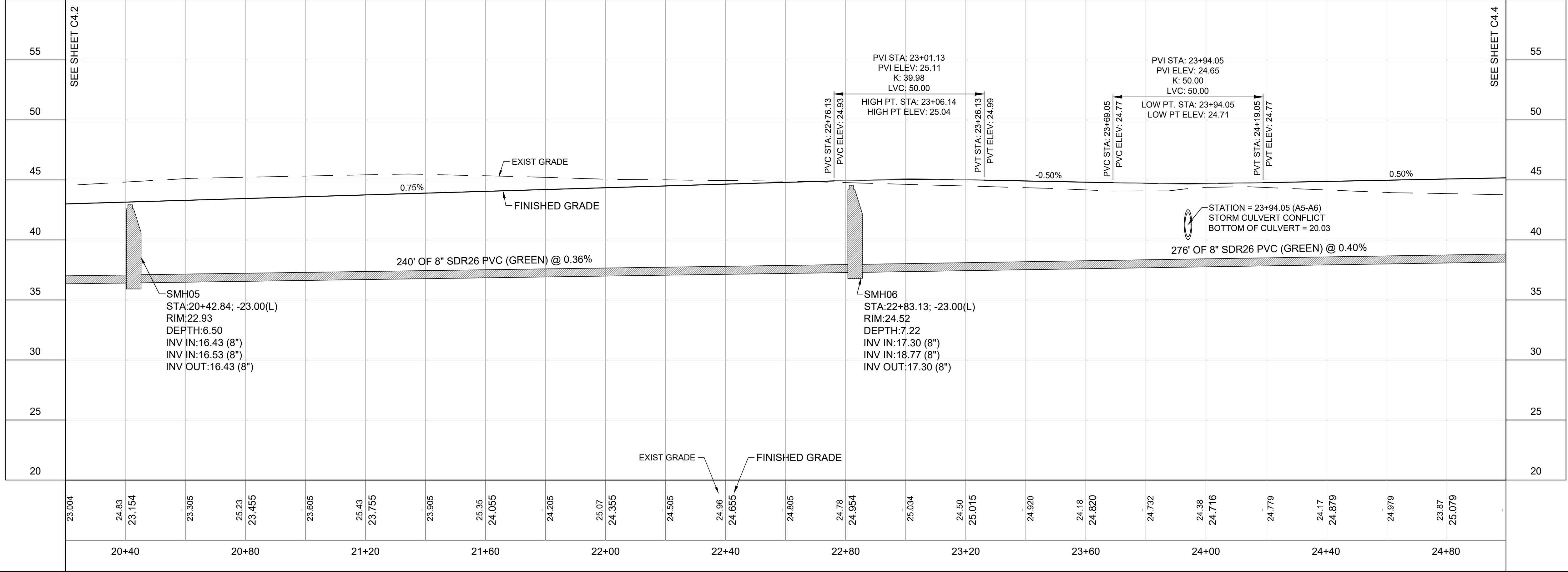
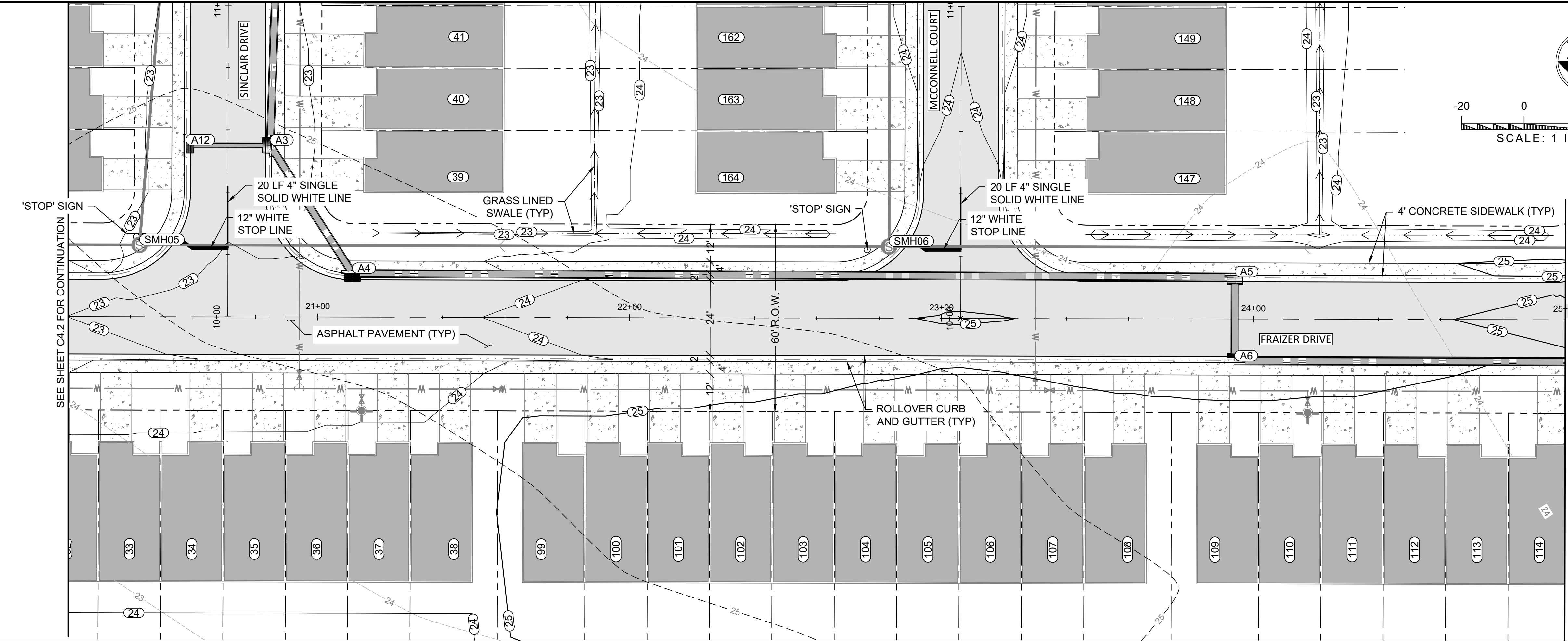


NOTE:
SEE SHEET C3.3 FOR INFORMATION ON STORM DRAINAGE CULVERTS AND STRUCTURES AND SHEET C2.0 FOR INFORMATION ON SANITARY SEWER.

PROJECT		HIGHLAND LAKE TOWNHOMES	
PROJECT PHASE		100% DESIGN	
PROJECT ADDRESS		LOT 4 - GULFPORT HIGHLANDS	
DATE		MARCH 2022	
PROJECT #		011	
NO.		BY	
DATE		REVISION DESCRIPTION	
SHEET NUMBER		C4.0	
ROAD PROFILE - LAYOUT		SHEET TYPE	







1" = 20' (H)
1" = 5' (V)

PROJECT

PROJECT

PROJECT

HIGHLAND LAKE TOWNHOMES

100% DESIGN

LOT 4 - GULFPORT HIGHLANDS

DATE

PROJECT #

MARCH 2022

011

NO.

DATE

REVISION DESCRIPTION

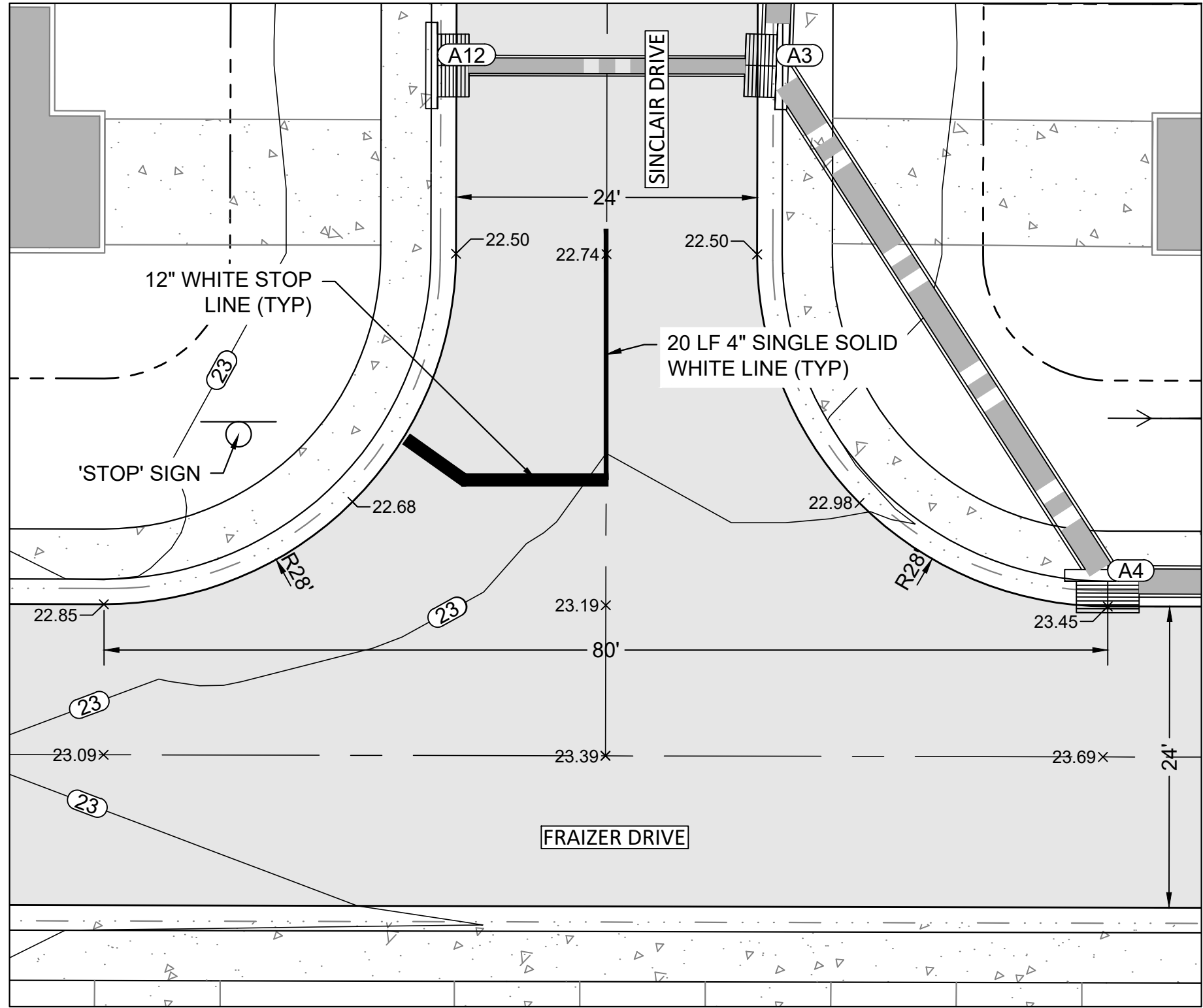
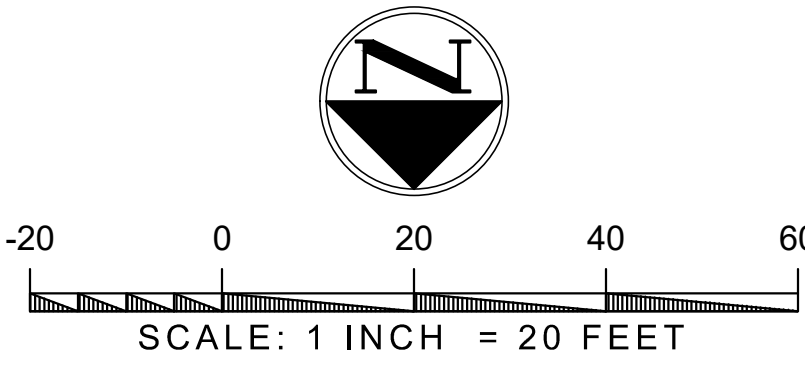
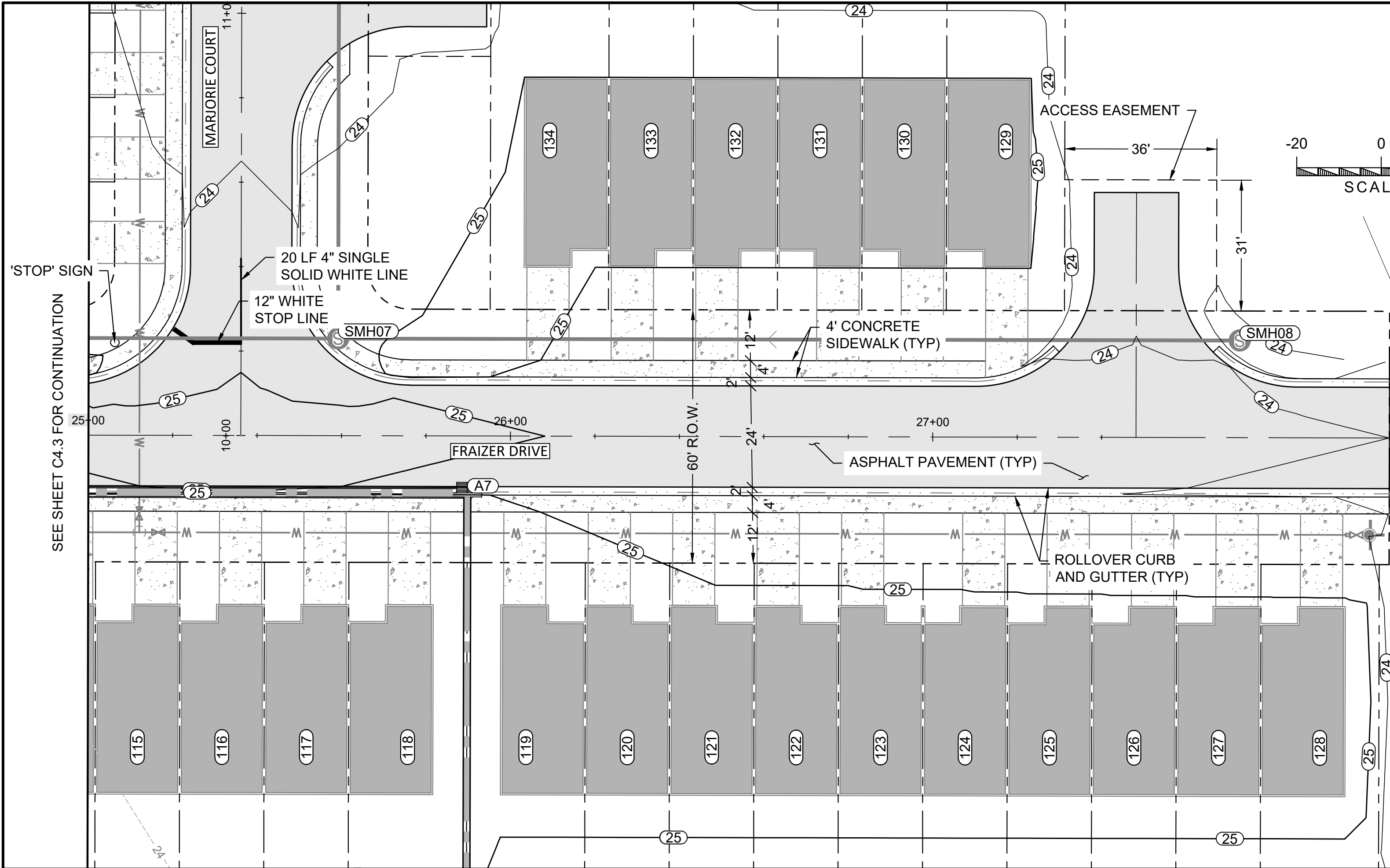
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ROAD PROFILE - FRAIZER

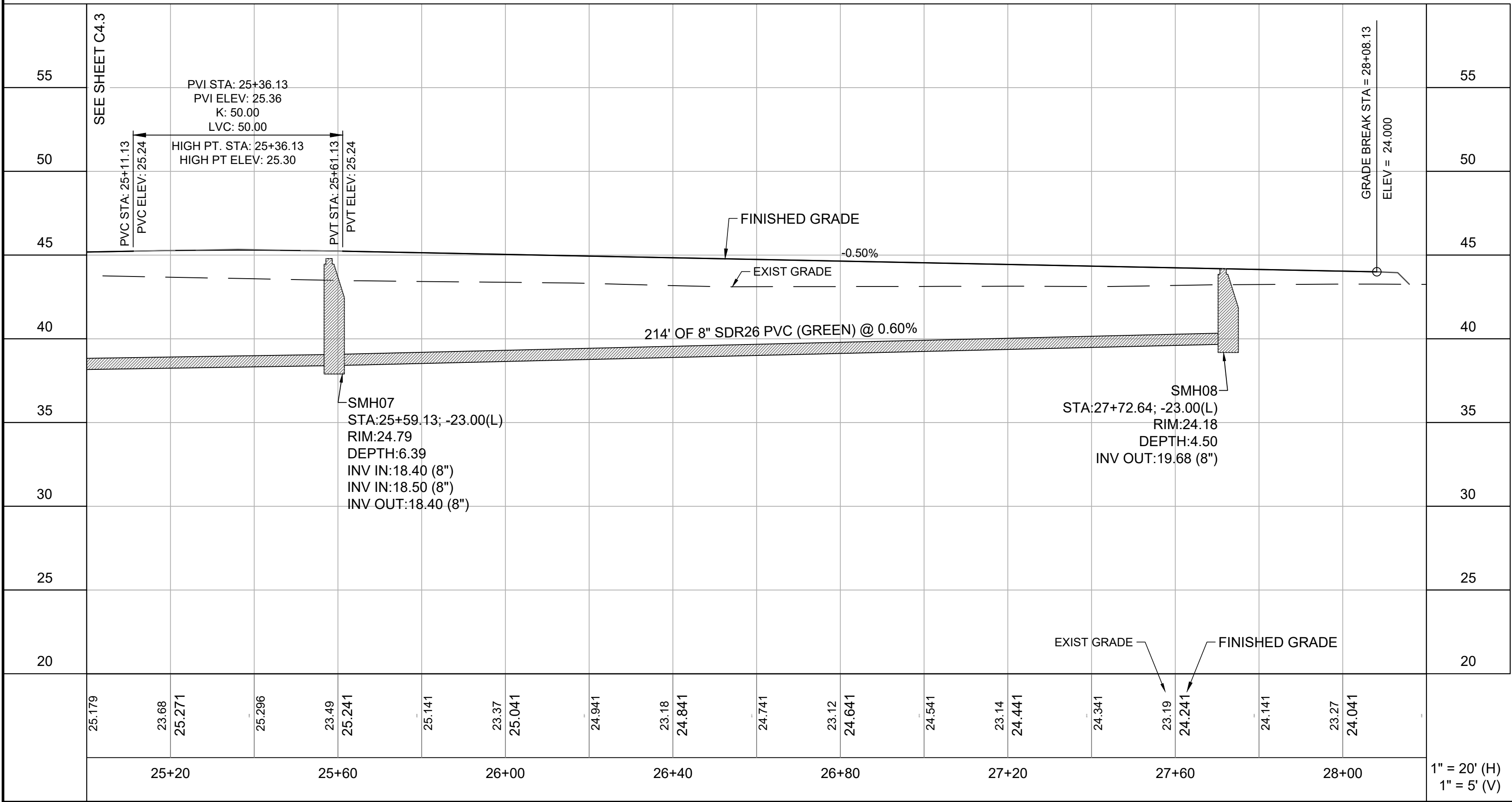
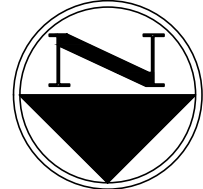
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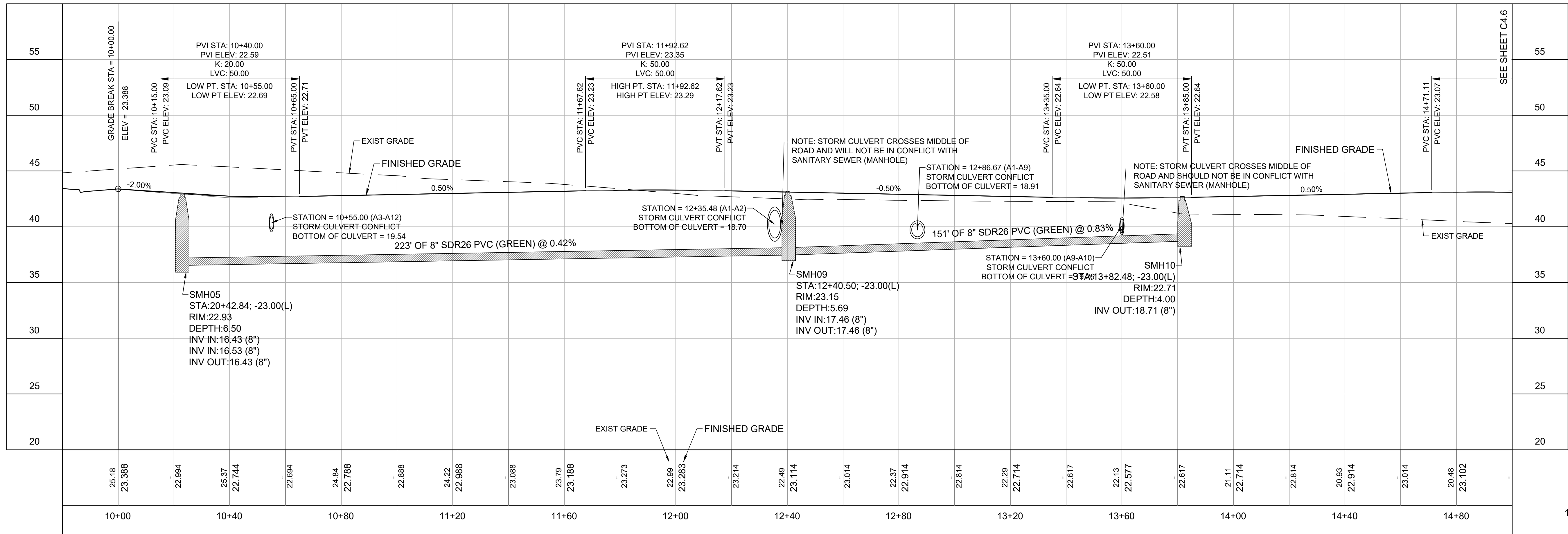
SHEET NUMBER

C4.3



INTERSECTION DETAIL - FRAIZER DR AT SINCLAIR DR
1" = 10'





1" = 20' (H)
1" = 5' (V)

PROJECT

PHASE

ADDRESS

DATE

NO.

DATE

REVISION DESCRIPTION

BY

HIGHLAND LAKE TOWNHOMES

100% DESIGN

LOT 4 - GULFPORT HIGHLANDS

MARCH 2022

011

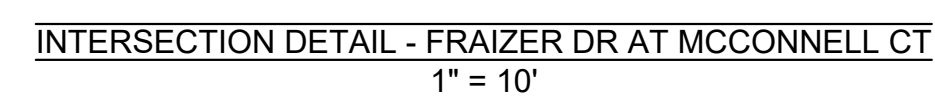
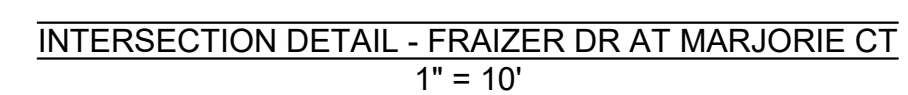
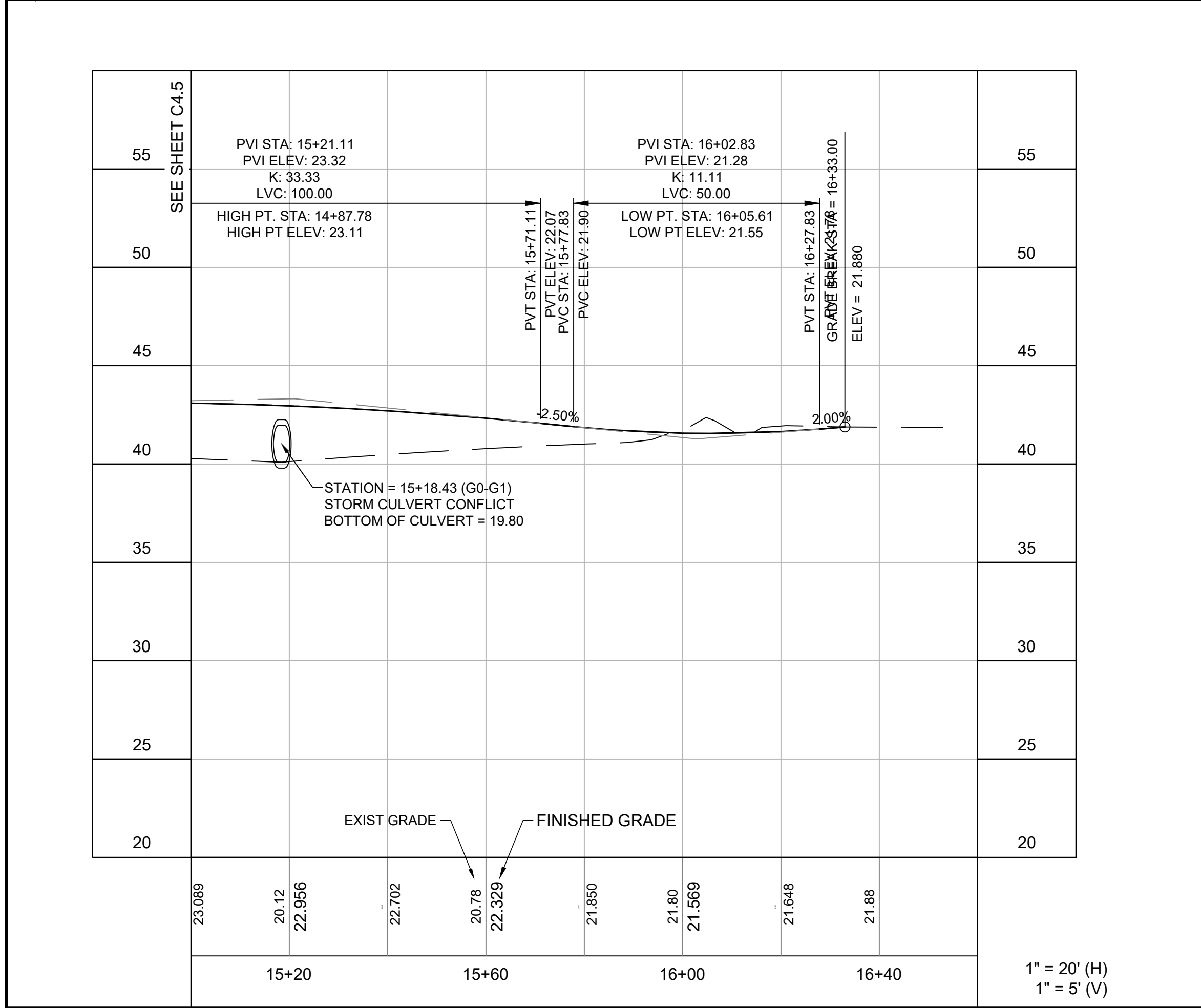
ROAD PROFILE - SINCLAIR

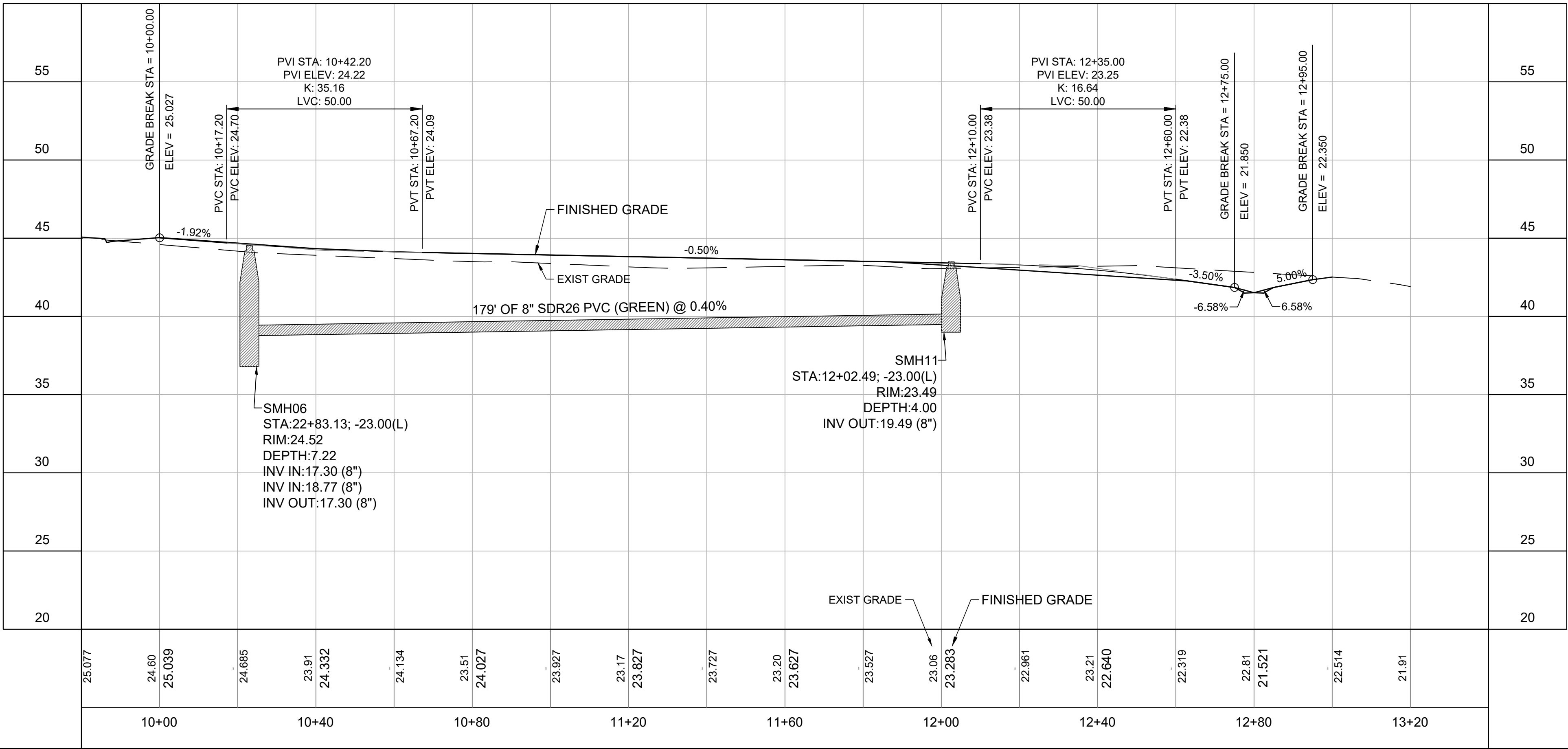
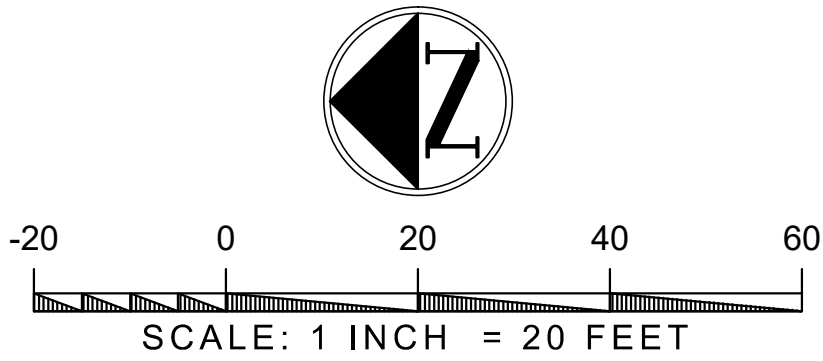
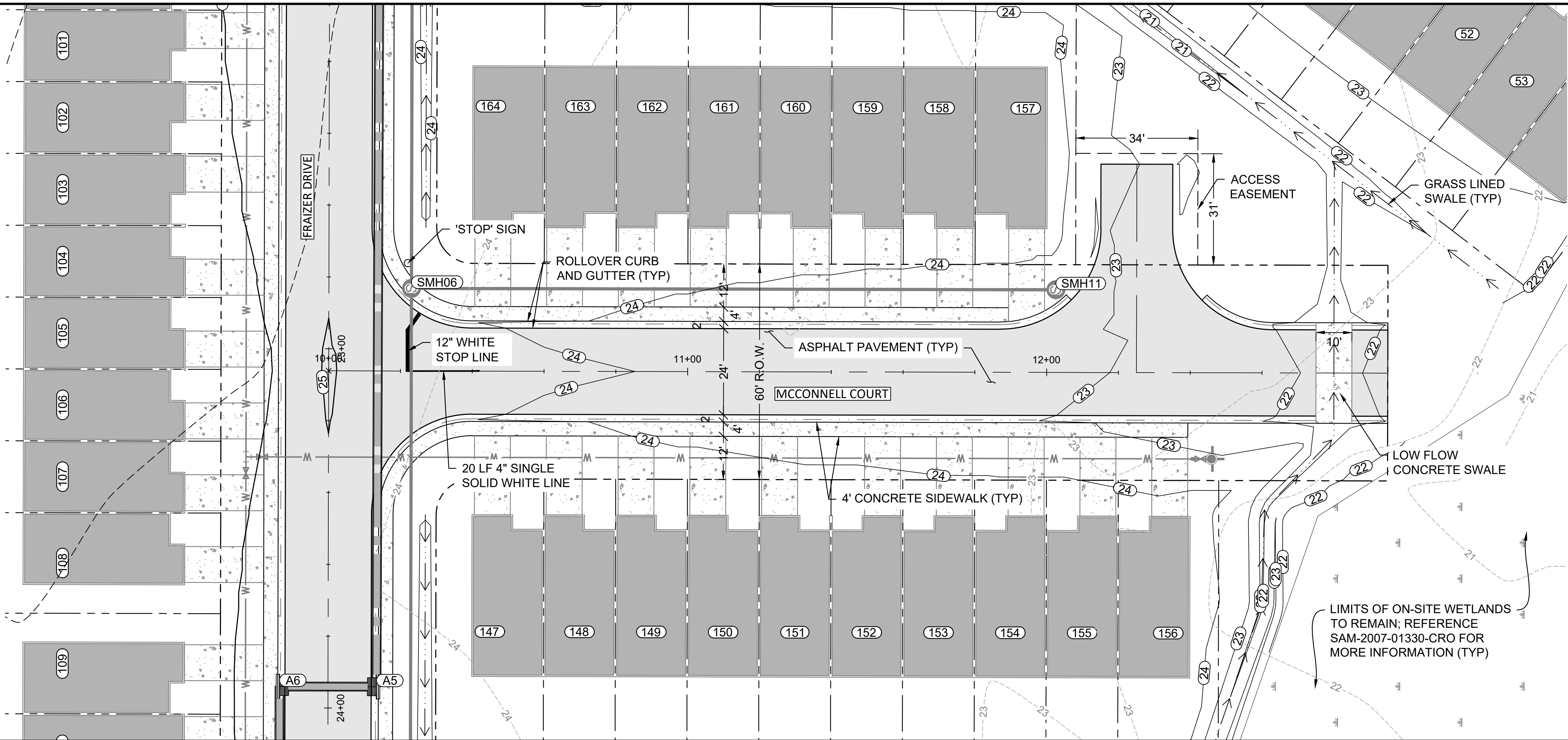
SHEET TYPE

PHILAN
ENGINEERING LLC

SHEET NUMBER

C4.5





1" = 20' (H)
1" = 5' (V)

ROAD PROFILE - MCCONNELL

PROJECT
HIGHLAND LAKE TOWNHOMES

PROJECT PHASE
100% DESIGN

PROJECT ADDRESS
LOT 4 - GULFPORT HIGHLANDS

DATE
MARCH 2022

PROJECT #
011

NO.

DATE

REVISION DESCRIPTION

BY

PHELAN
ENGINEERING LLC

SHEET TYPE
C4.7

NO CONTROLS SHALL BE PLACED ON SITE WHERE ADJACENT PROPERTIES ARE UPSTREAM; CONTRACTOR TO IMMEDIATELY CORRECT ANY EROSION OR SEDIMENT CONTROL DEVICE PONDING WATER ON ADJACENT PROPERTIES.

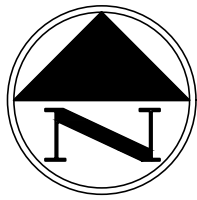
INLET PROTECTION DEVICES REQUIRED AT ALL OPEN PIPE ENDS, FLARED END SECTIONS, HEADWALLS, GRATE INLETS, CURB INLETS, OR OTHER AREAS IN WHICH RUNOFF ENTERS UNDERGROUND DRAINAGE SYSTEM (TYP)

PERMANENT STABILIZATION TO CONSIST OF THE ESTABLISHMENT OF A PERMANENT VEGETATIVE COVER ON DISTURBED AREAS USING EITHER SOD, PERENNIAL SEED (INCL HYDROSEEDING), TREES OR SHRUBS, ETC. WHEN A DISTURBED AREA WILL BE LEFT UNDISTURBED FOR FOURTEEN (14) DAYS OR MORE, THE APPROPRIATE TEMPORARY OR PERMANENT VEGETATIVE PRACTICES SHALL BE IMPLEMENTED IMMEDIATELY. SILT FENCES, AND OTHER TEMPORARY MEASURES MUST BE REMOVED FOLLOWING PERMANENT STABILIZATION.

COMMON AREA 'D'

PERIMETER WIRE-BACKED SILT FENCE REQUIRED AT ANY AND ALL LOCATIONS UPSTREAM OF ADJACENT PARCELS /WETLANDS (TYP)

12" STRAW WATTLE TO BE PLACED AT EVERY 1' CHANGE IN ELEVATION (TYP)



SCALE: 1 INCH = 50 FEET

CONTRACTOR TO CONTINUALLY MONITOR ALL DOWNSTREAM AREAS FOR EVIDENCE OF SEDIMENT OR CONTAMINANTS EXITING THIS SITE. WHERE APPLICABLE, CONTRACTOR SHALL IMMEDIATELY IDENTIFY AND REMEDY ANY DEFICIENCIES

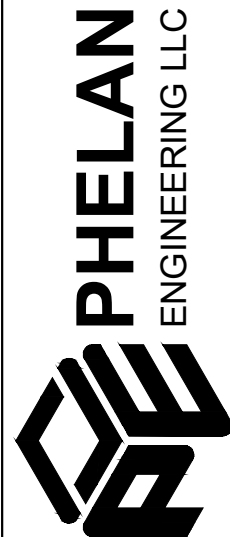
PROVIDE TEMPORARY EROSION CONTROL MAT ON ALL SLOPES 4:1 OR STEEPER (TYP)

MAINTAIN SEDIMENT BASIN UNTIL CONTRIBUTING AREA UPSTREAM HAS BEEN STABILIZED; AFTERWARDS, MUCK BASIN AND CONVERT TO PERMANENT DETENTION POND WITH WET STORAGE AREA INCLUDED
DRAINAGE AREA = 13.23 AC
STORAGE REQUIRED = 47,628 CF (1,764 CY) (3,600 CF PER ACRE)
STORAGE PROVIDED = 136,223 CF
TOP OF BANK = 20.5
SPILLWAY ELEV = 19.5
SEDIMENT CLEAN-OUT POINT = 18.75 (50% CAPACITY)

CONTRACTOR TO CONTINUALLY SWEEP ADJACENT ROADWAY WHERE SEDIMENT IS TRACKED BY VEHICLES EXITING

CONCRETE WASTE AND CHUTE WASH-OUT. PROVIDE WASHOUT BAGS AND PROPERLY DISPOSE OF THEM AS VOLUME MEETS MAXIMUM STORAGE RECOMMENDED BY MANUFACTURER.

WASHOUT

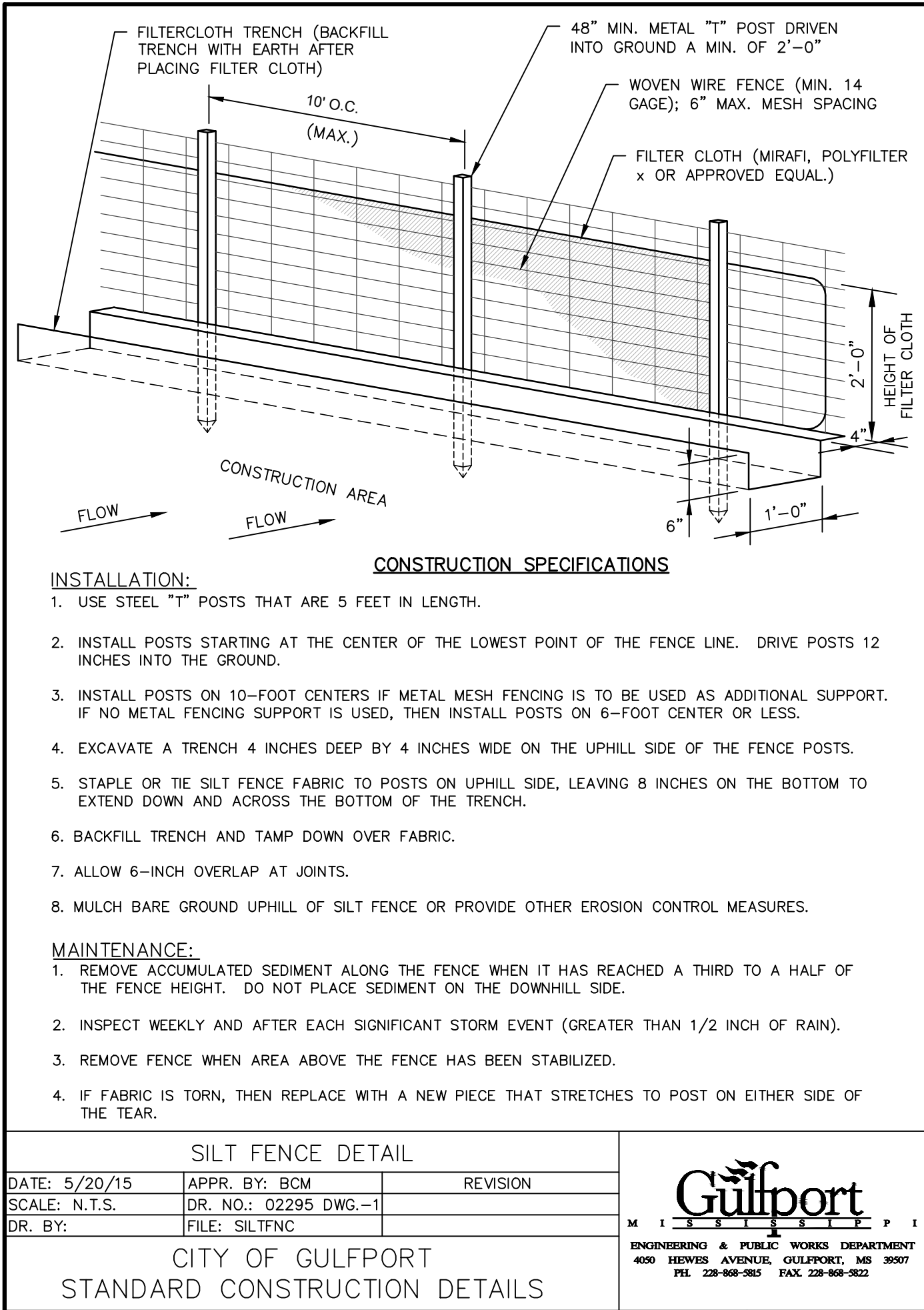


EROSION CONTROL

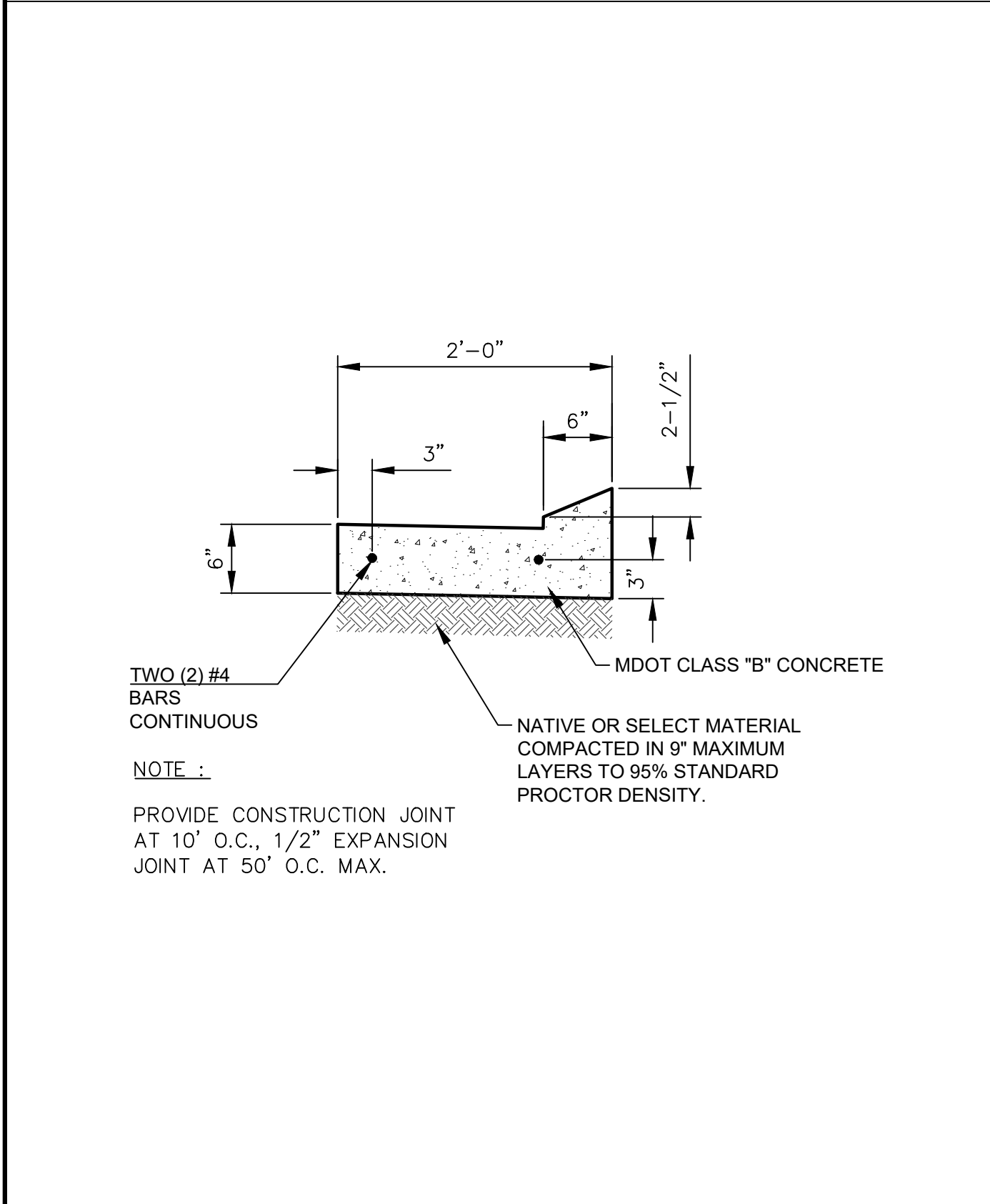
SHEET TYPE

SHEET NUMBER C5.1

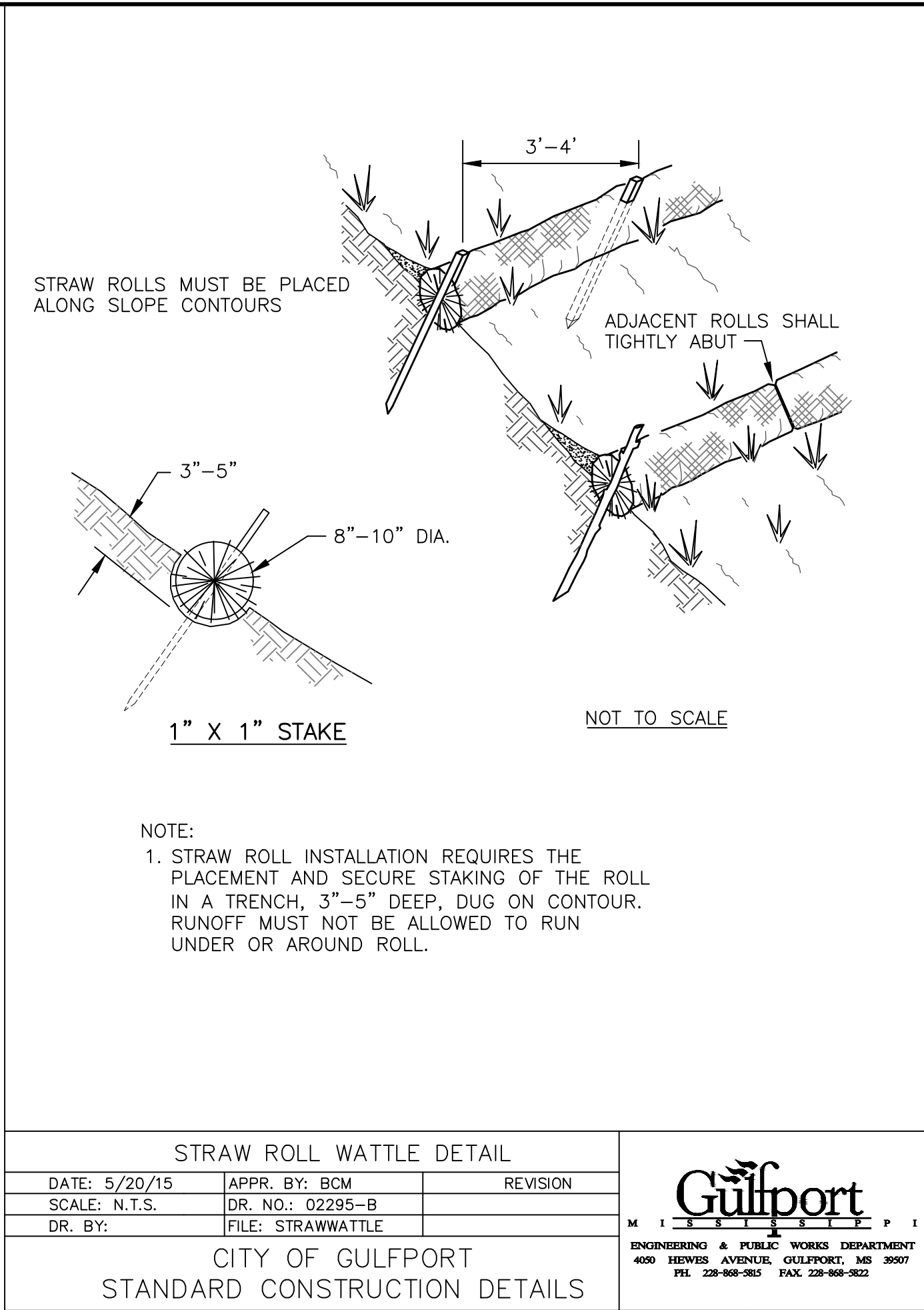
HIGHLAND LAKE TOWNHOMES
100% DESIGN
LOT 4 - GULFPORT HIGHLANDS
MARCH 2022
PROJECT # 011



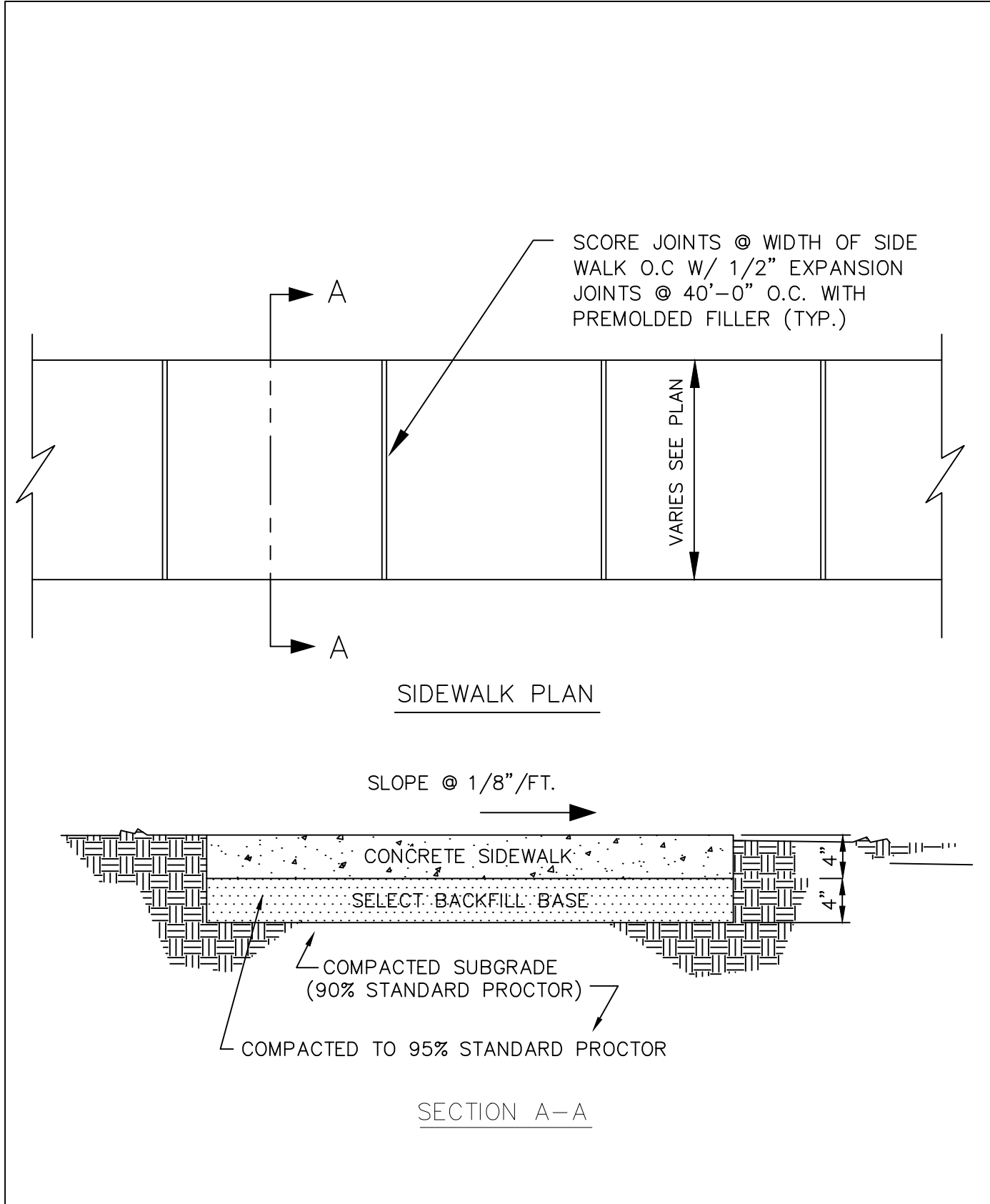
SILT FENCE DETAIL			 ENGINEERING & PUBLIC WORKS DEPARTMENT 4000 HEWES AVENUE, GULFPORT, MS 39007 PH. 228-668-9815 FAX. 228-668-9822
DATE: 5/20/15	APPR. BY: BCM	REVISION	
SCALE: N.T.S.	DR. NO.: 02295 DWG.-1		
DR. BY:	FILE: SILTFNC		
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS			



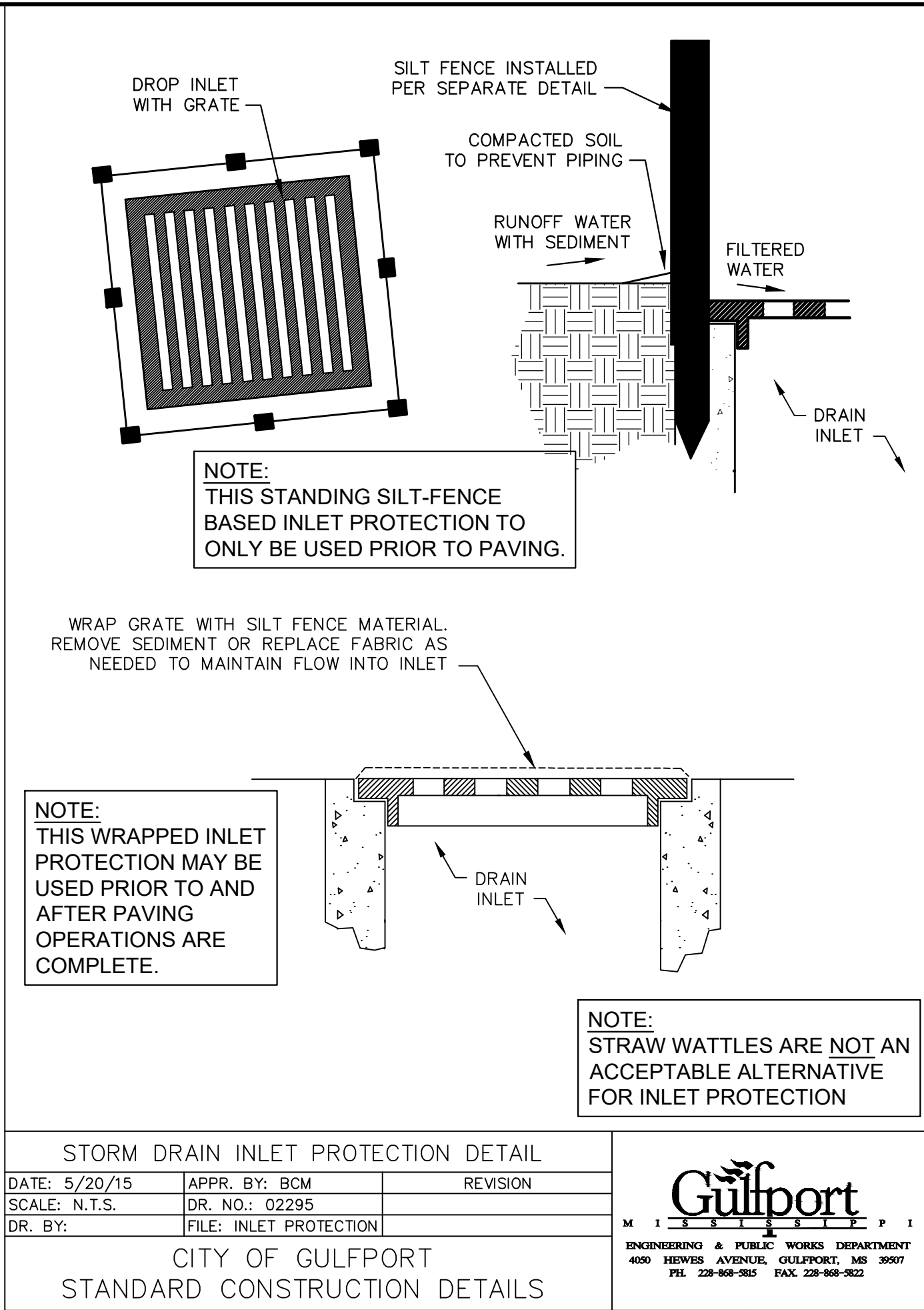
MOUNTABLE CURB & GUTTER DETAIL			 ENGINEERING & PUBLIC WORKS DEPARTMENT 4000 HEWES AVENUE, GULFPORT, MS 39007 PH. 228-668-9815 FAX. 228-668-9822
DATE: 5/20/15	APPR. BY: BCM	REVISION	
SCALE: N.T.S.	DR. NO.: 02521		
DR. BY:	FILE: MNTCURB		
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS			



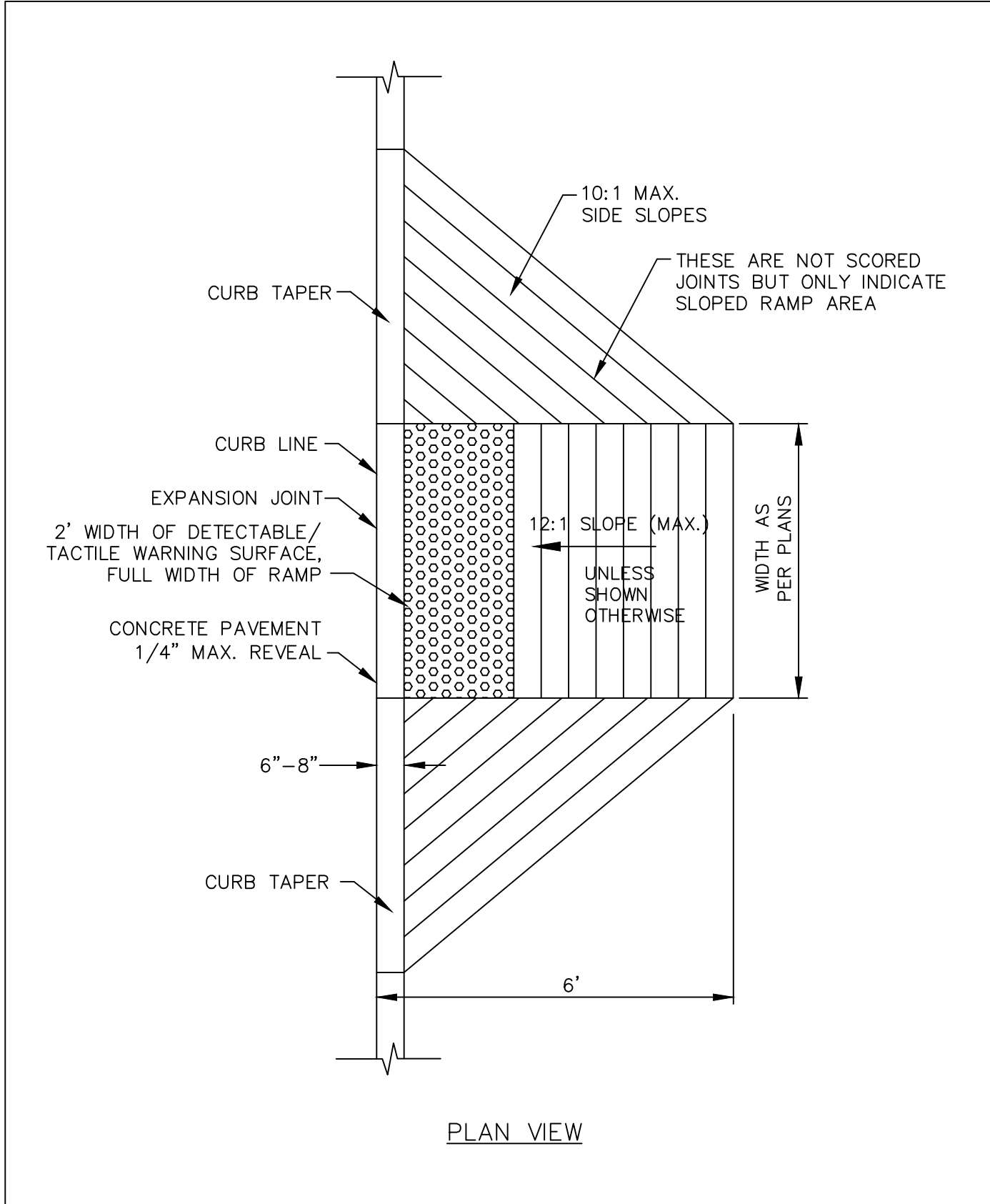
STRAW ROLL WATTLE DETAIL			 ENGINEERING & PUBLIC WORKS DEPARTMENT 4000 HEWES AVENUE, GULFPORT, MS 39007 PH. 228-668-9815 FAX. 228-668-9822
DATE: 5/20/15	APPR. BY: BCM	REVISION	
SCALE: N.T.S.	DR. NO.: 02295-B		
DR. BY:	FILE: STRAWWATTLE		
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS			



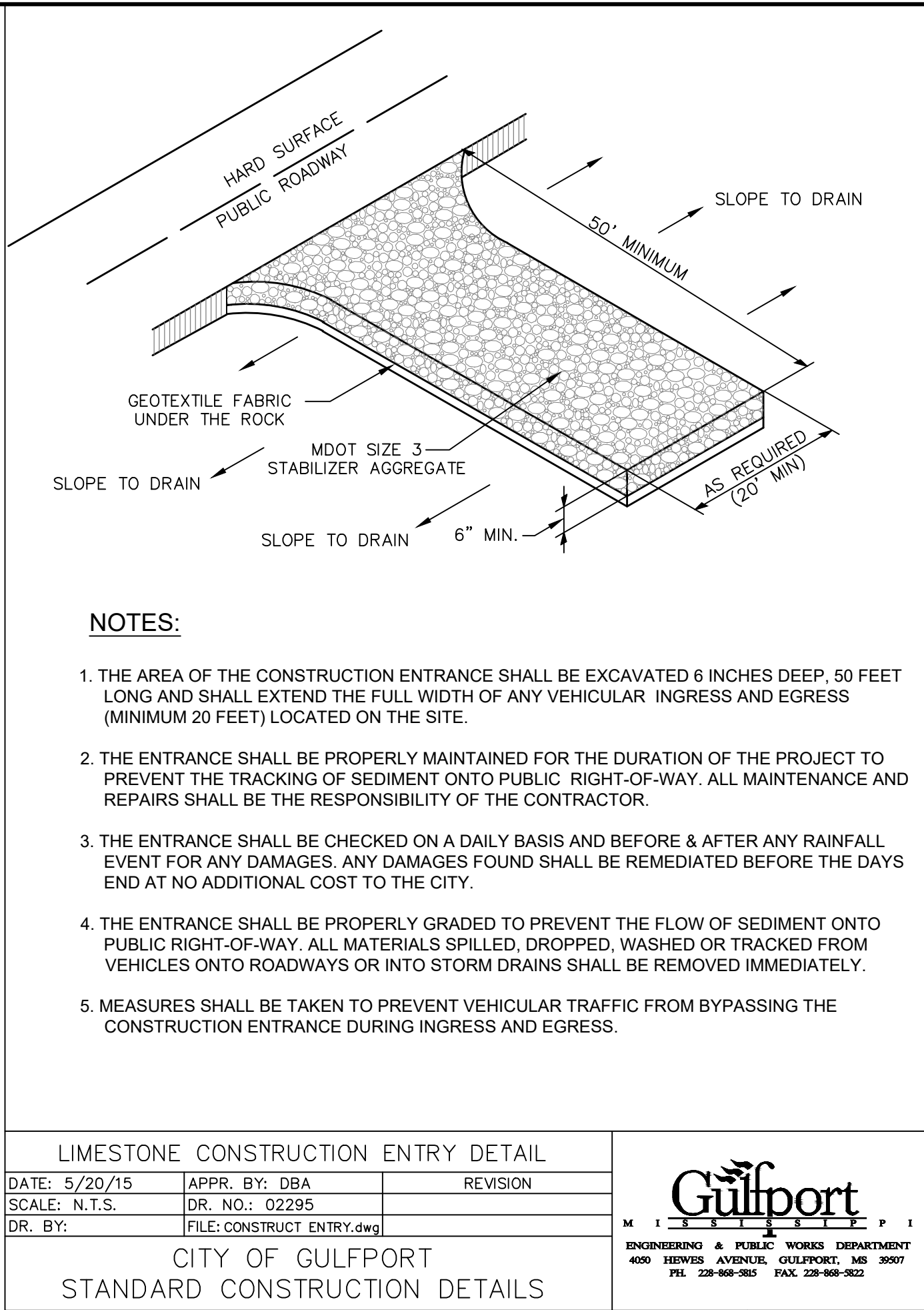
SIDEWALK DETAIL			 ENGINEERING & PUBLIC WORKS DEPARTMENT 4000 HEWES AVENUE, GULFPORT, MS 39007 PH. 228-668-9815 FAX. 228-668-9822
DATE: 5/20/15	APPR. BY: BCM	REVISION	
SCALE: N.T.S.	DR. NO.: 02522		
DR. BY:	FILE: SIDEWALK		
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS			



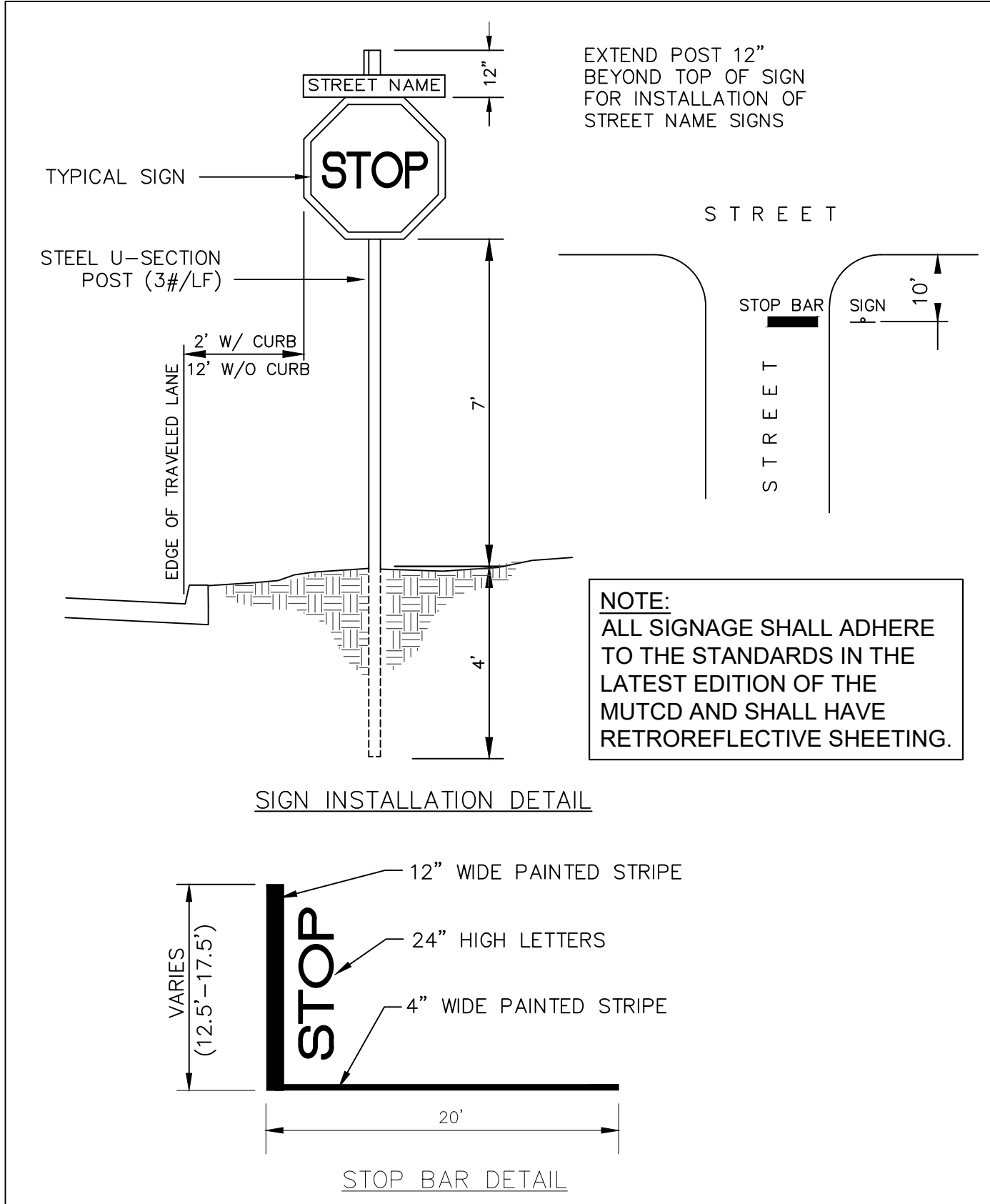
STORM DRAIN INLET PROTECTION DETAIL			 ENGINEERING & PUBLIC WORKS DEPARTMENT 4000 HEWES AVENUE, GULFPORT, MS 39007 PH. 228-668-9815 FAX. 228-668-9822
DATE: 5/20/15	APPR. BY: BCM	REVISION	
SCALE: N.T.S.	DR. NO.: 02295		
DR. BY:	FILE: INLET PROTECTION		
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS			



HANDICAP RAMP W/ TACTILE WARNING SURFACE			 ENGINEERING & PUBLIC WORKS DEPARTMENT 4000 HEWES AVENUE, GULFPORT, MS 39007 PH. 228-668-9815 FAX. 228-668-9822
DATE: 5/20/15	APPR. BY: BCM	REVISION	
SCALE: N.T.S.	DR. NO.: 02522		
DR. BY:	FILE: HCRAMPDOME		
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS			

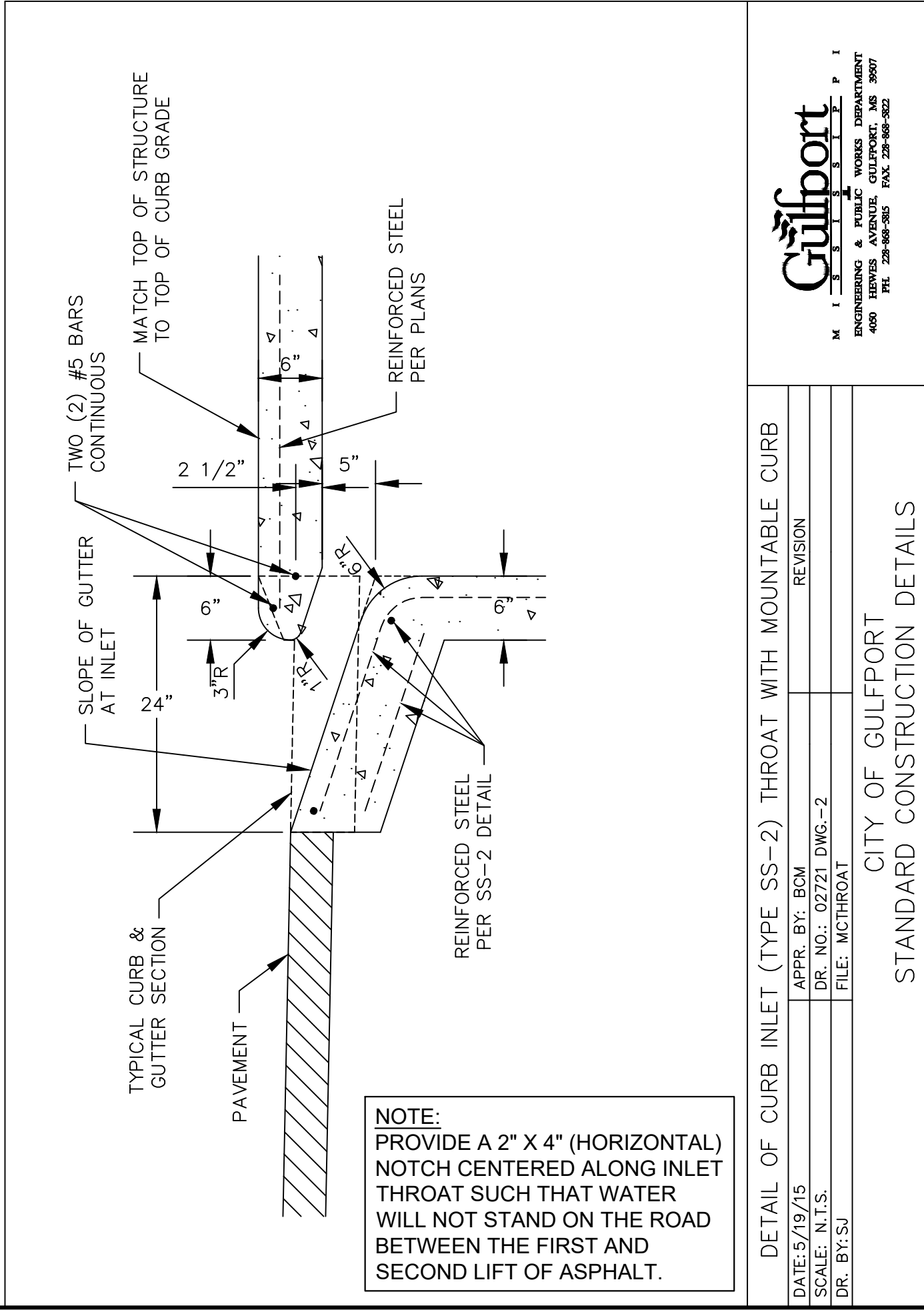
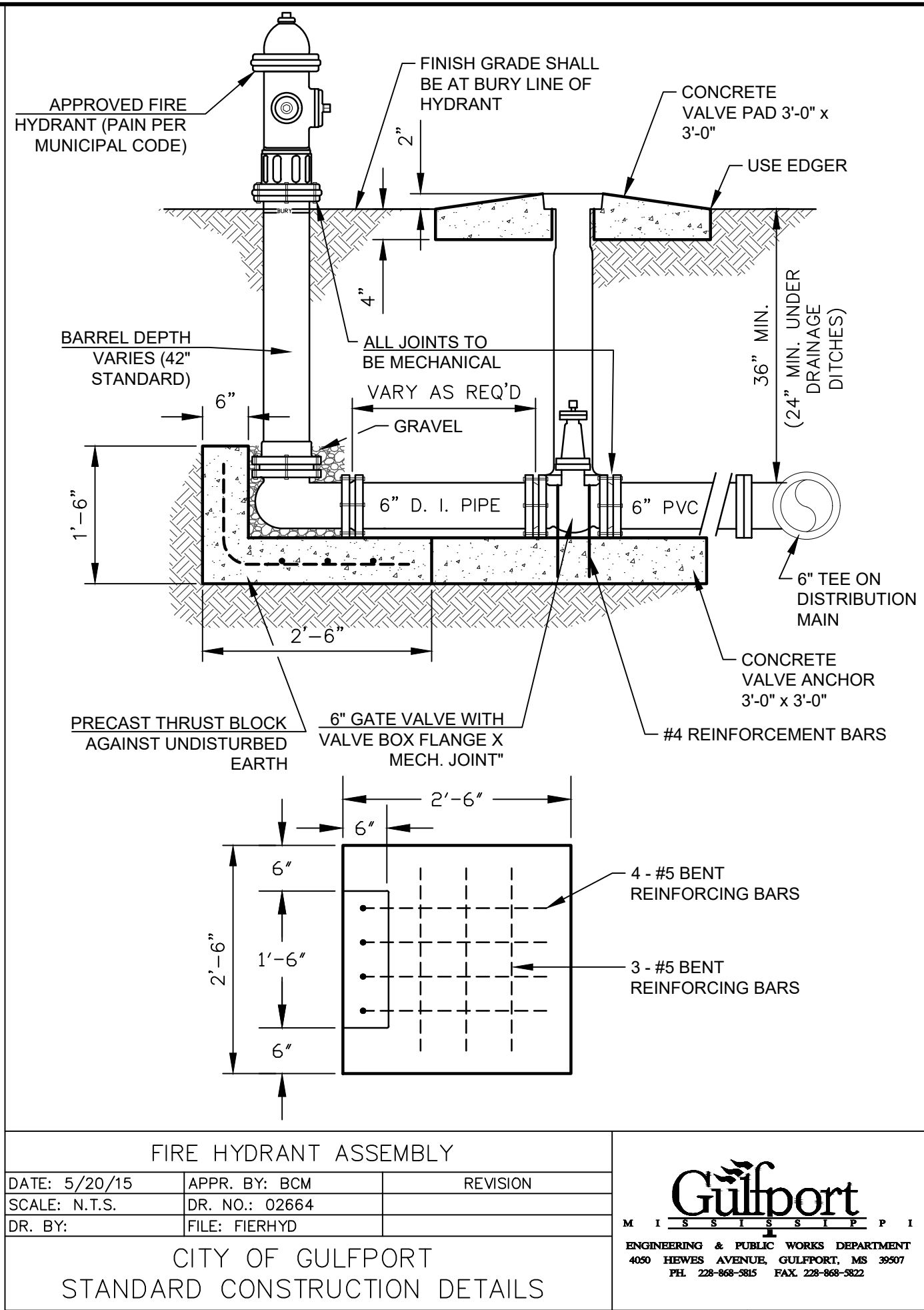
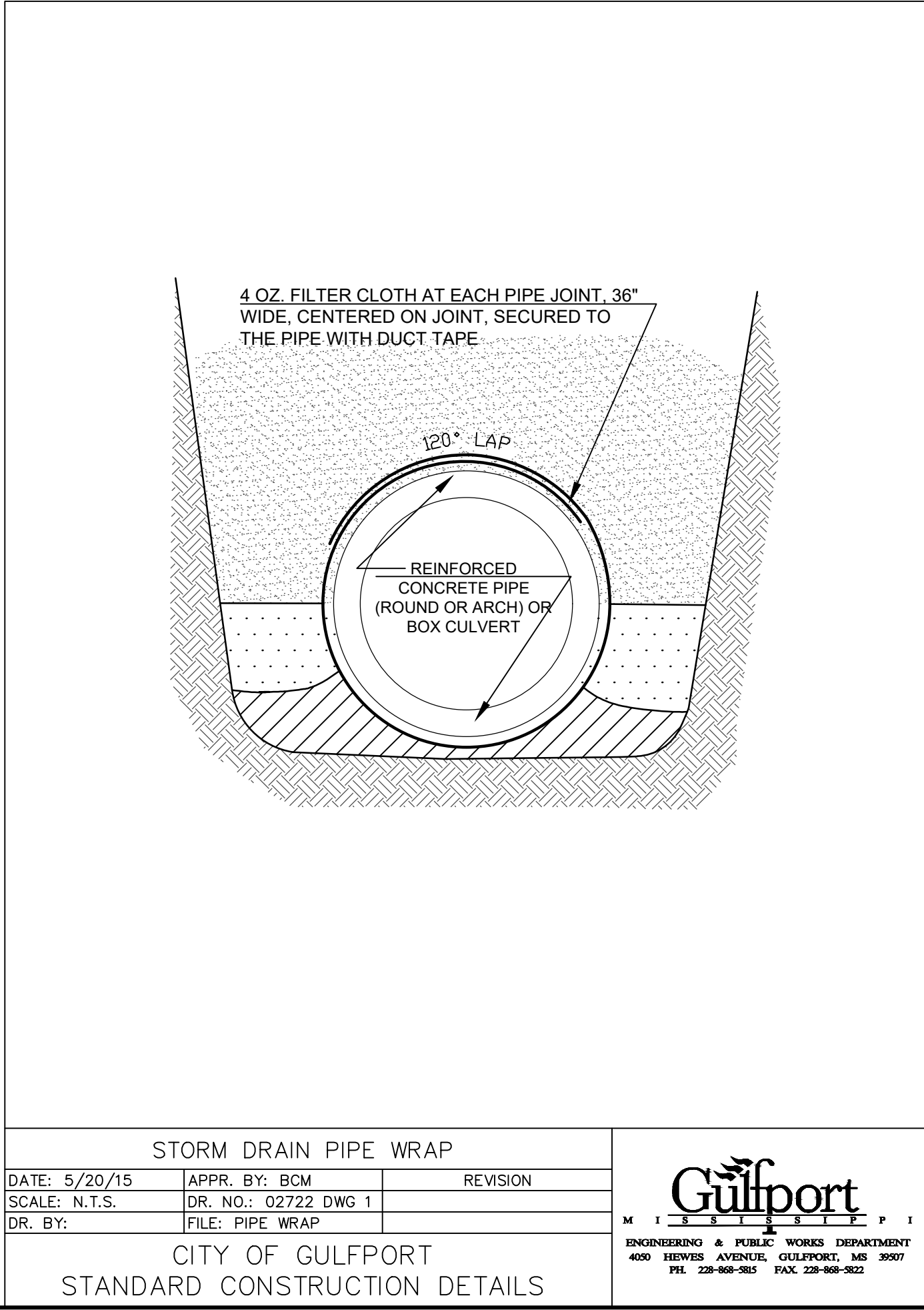
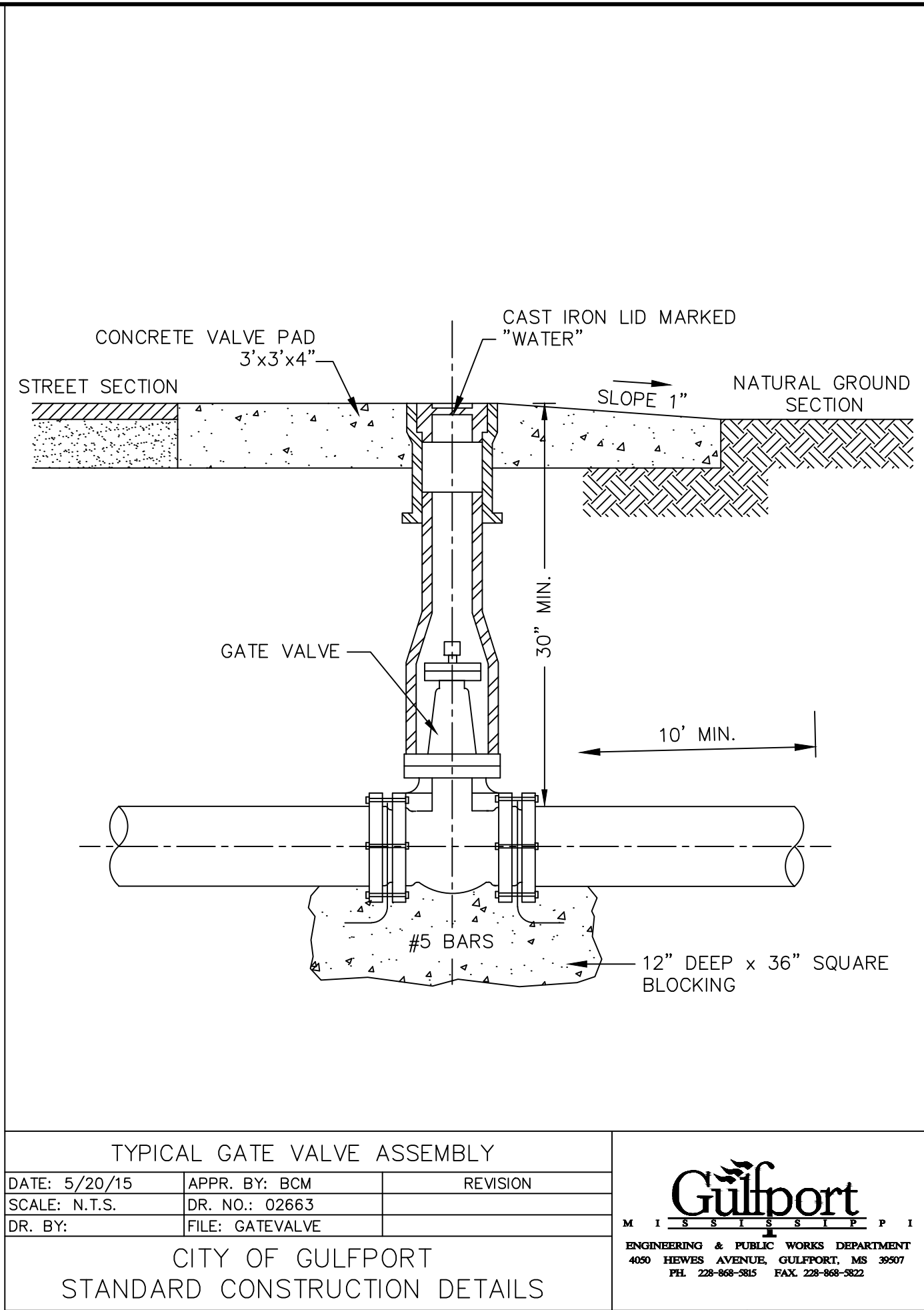
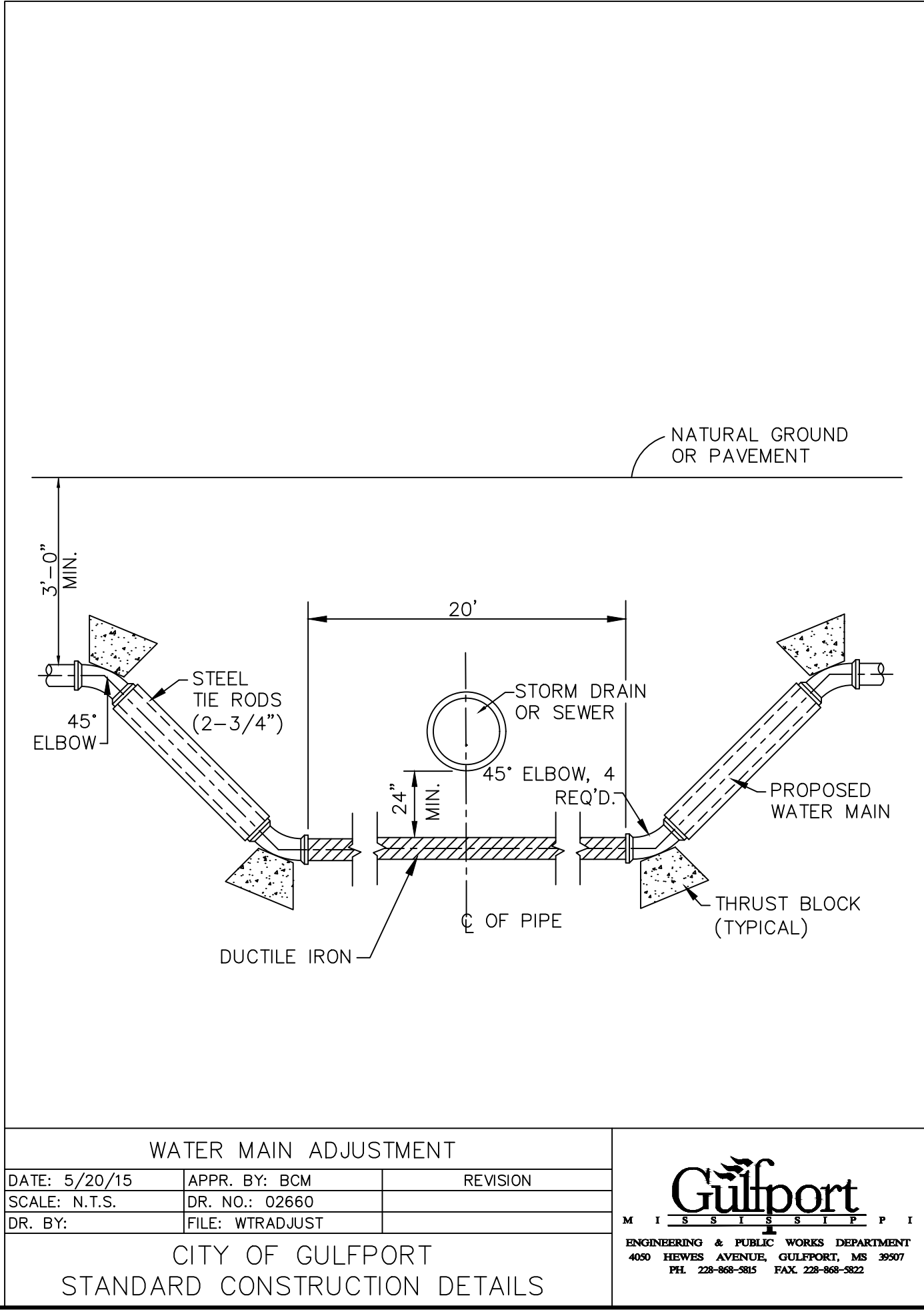
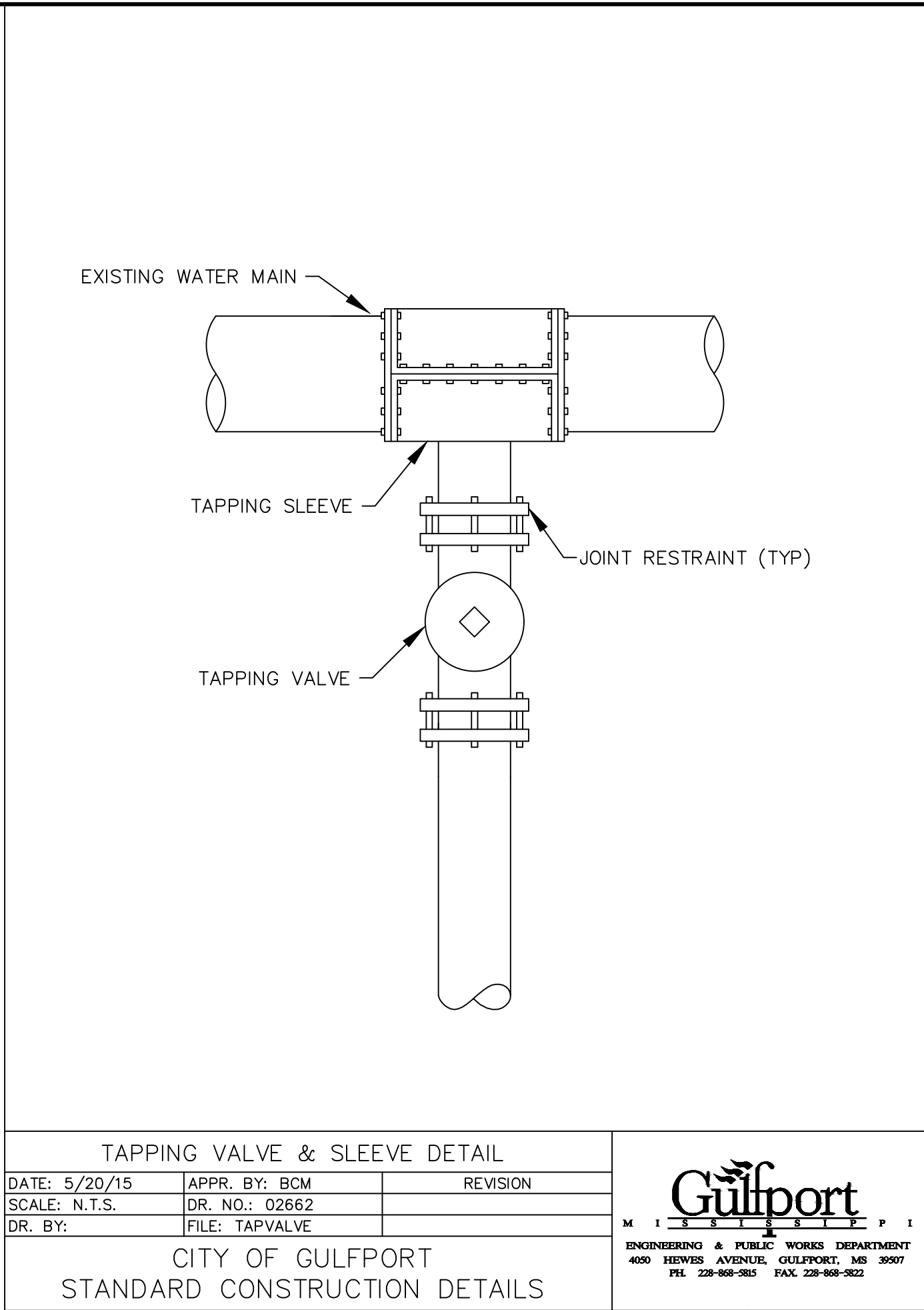
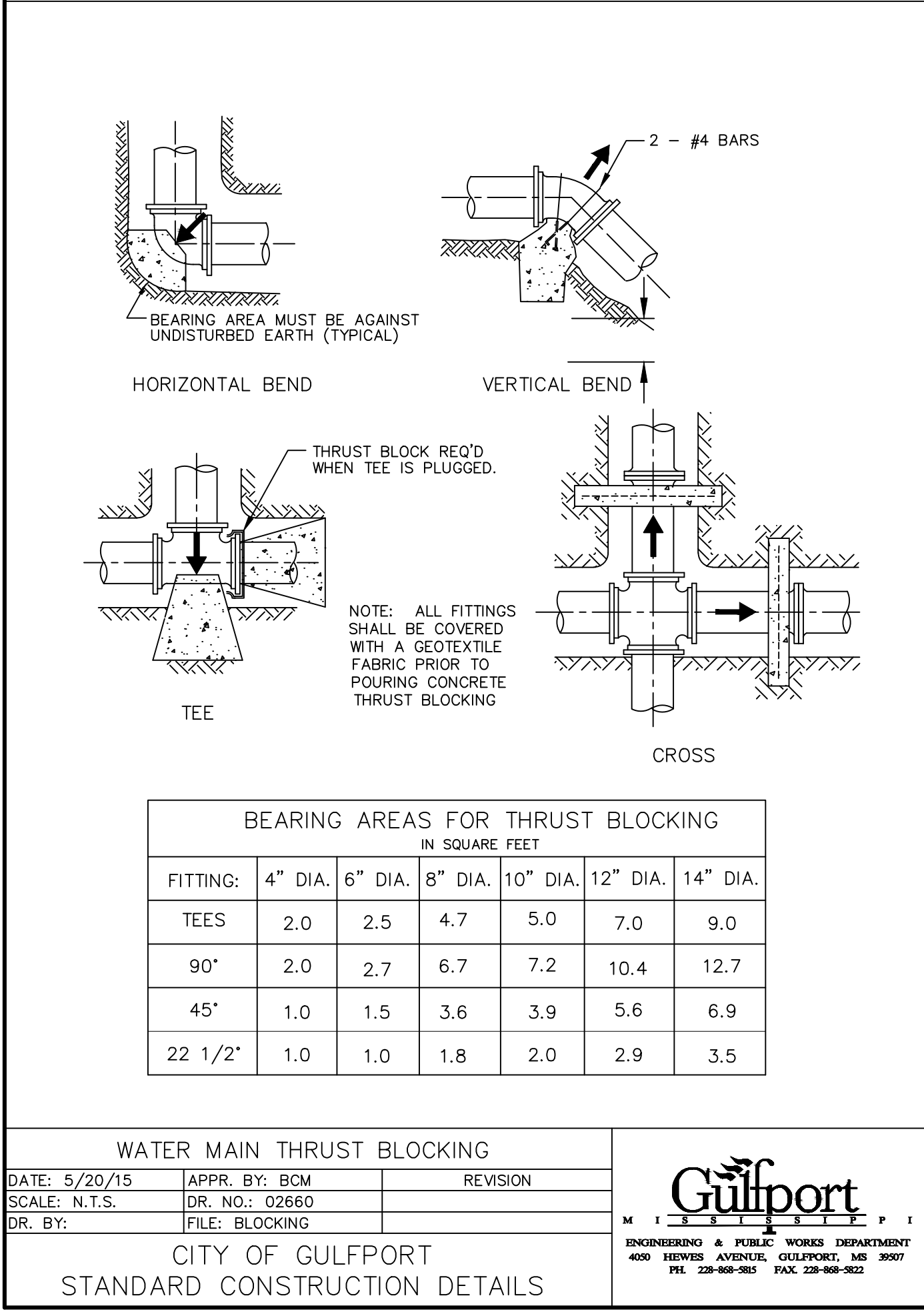
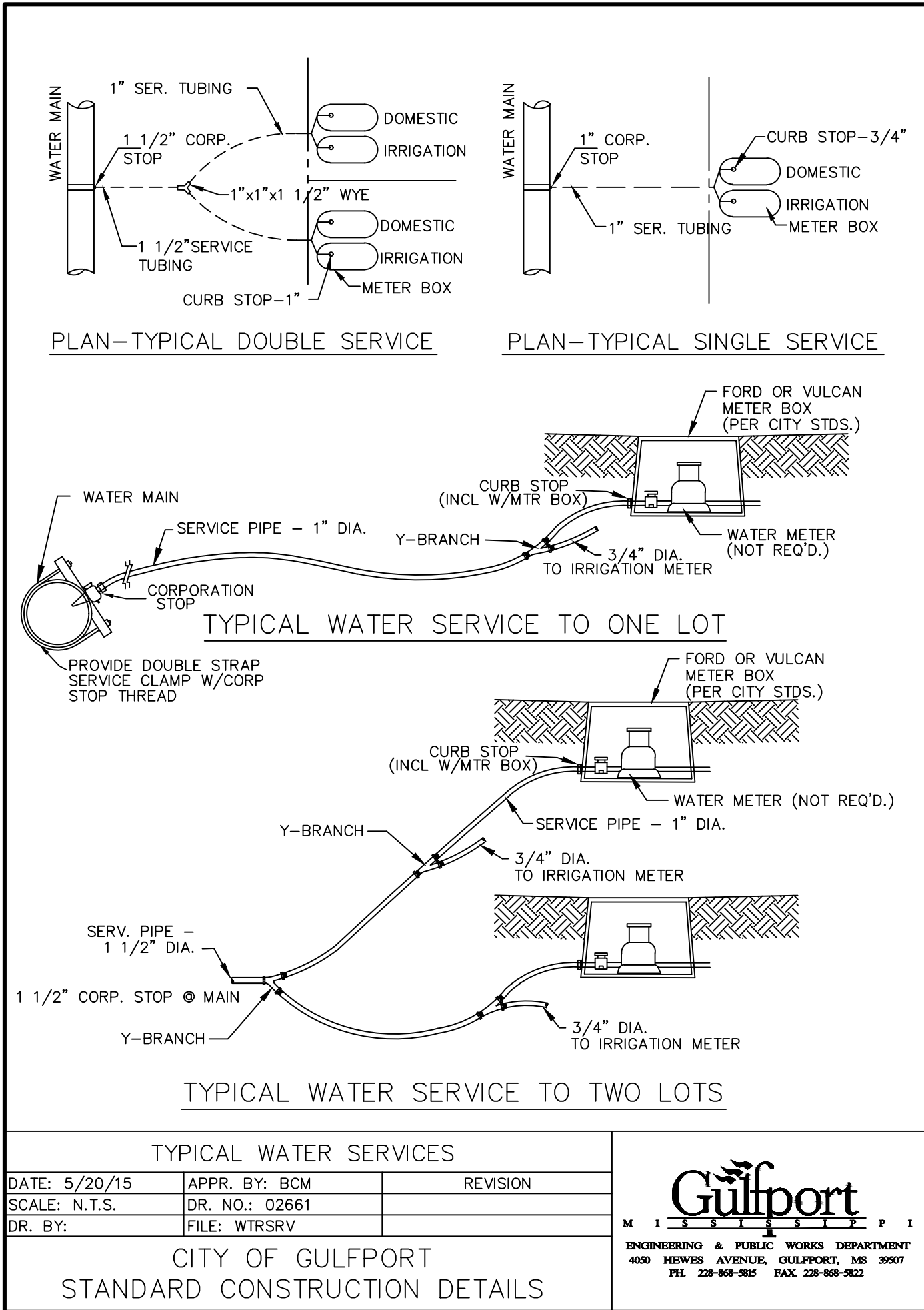


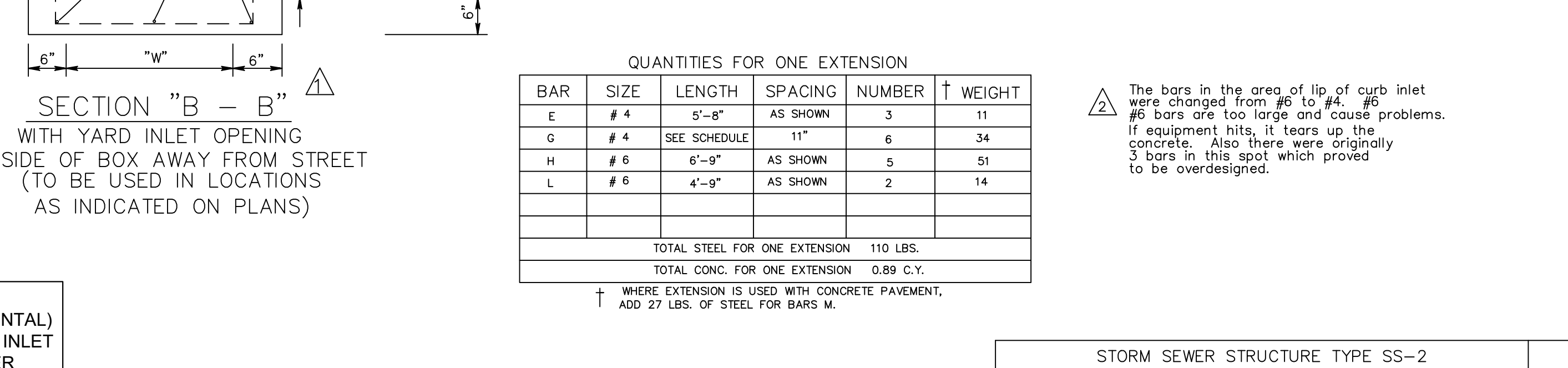
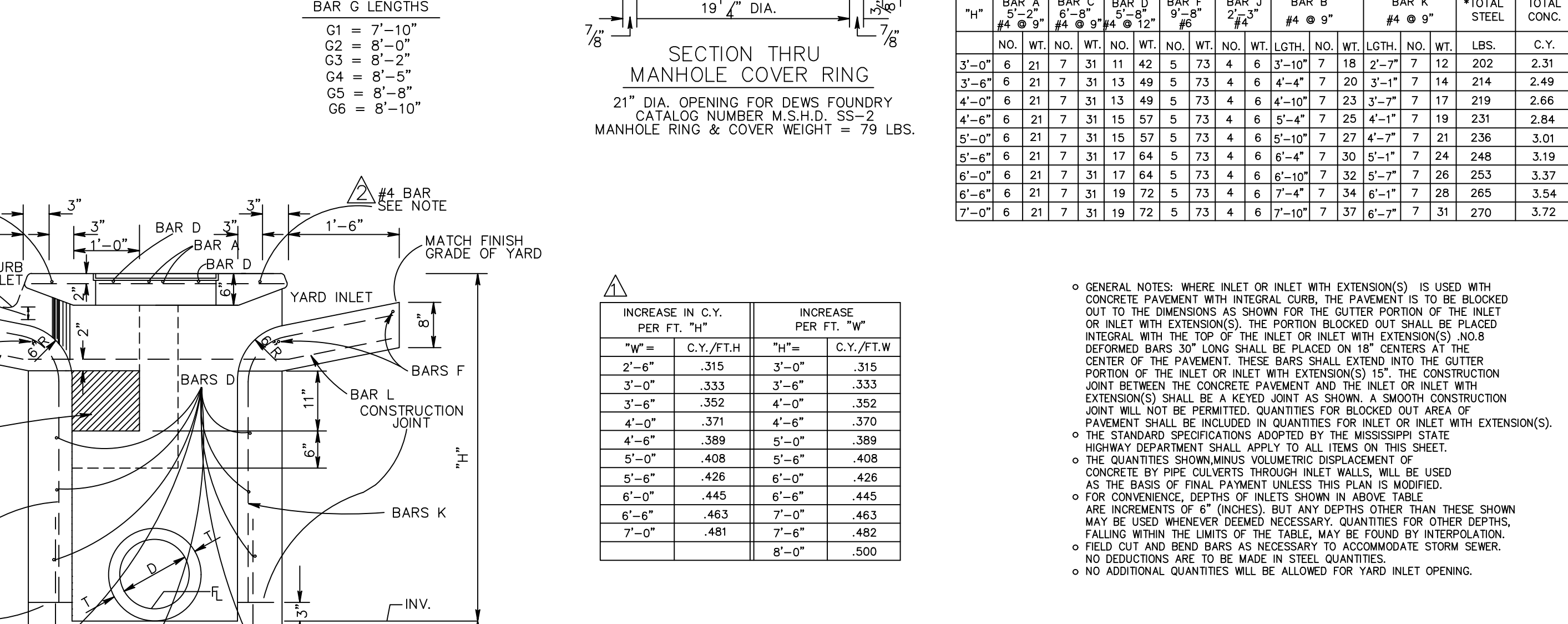
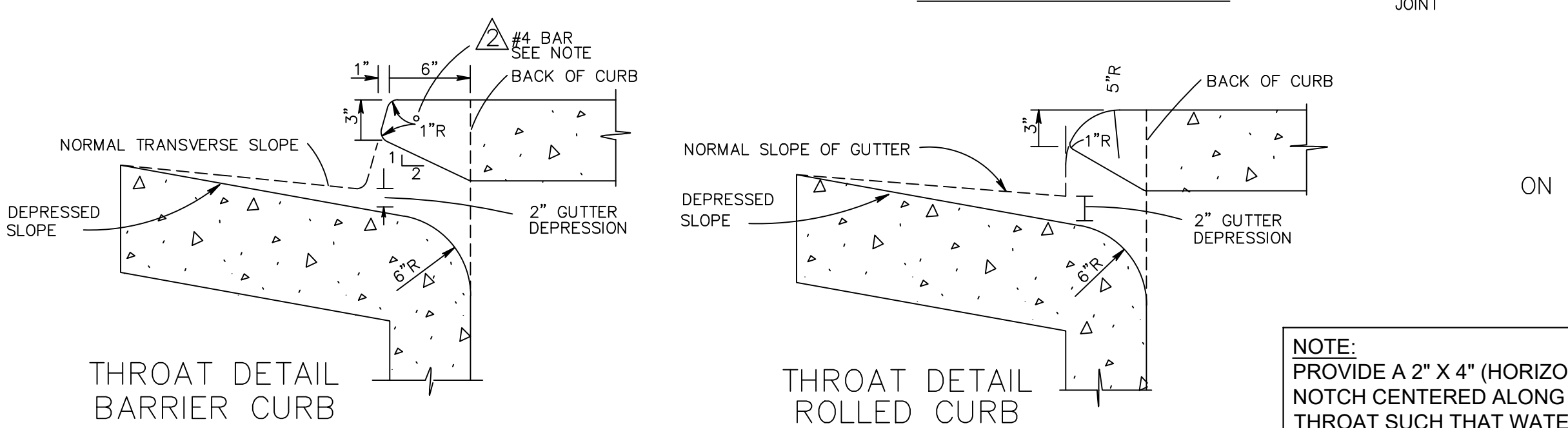
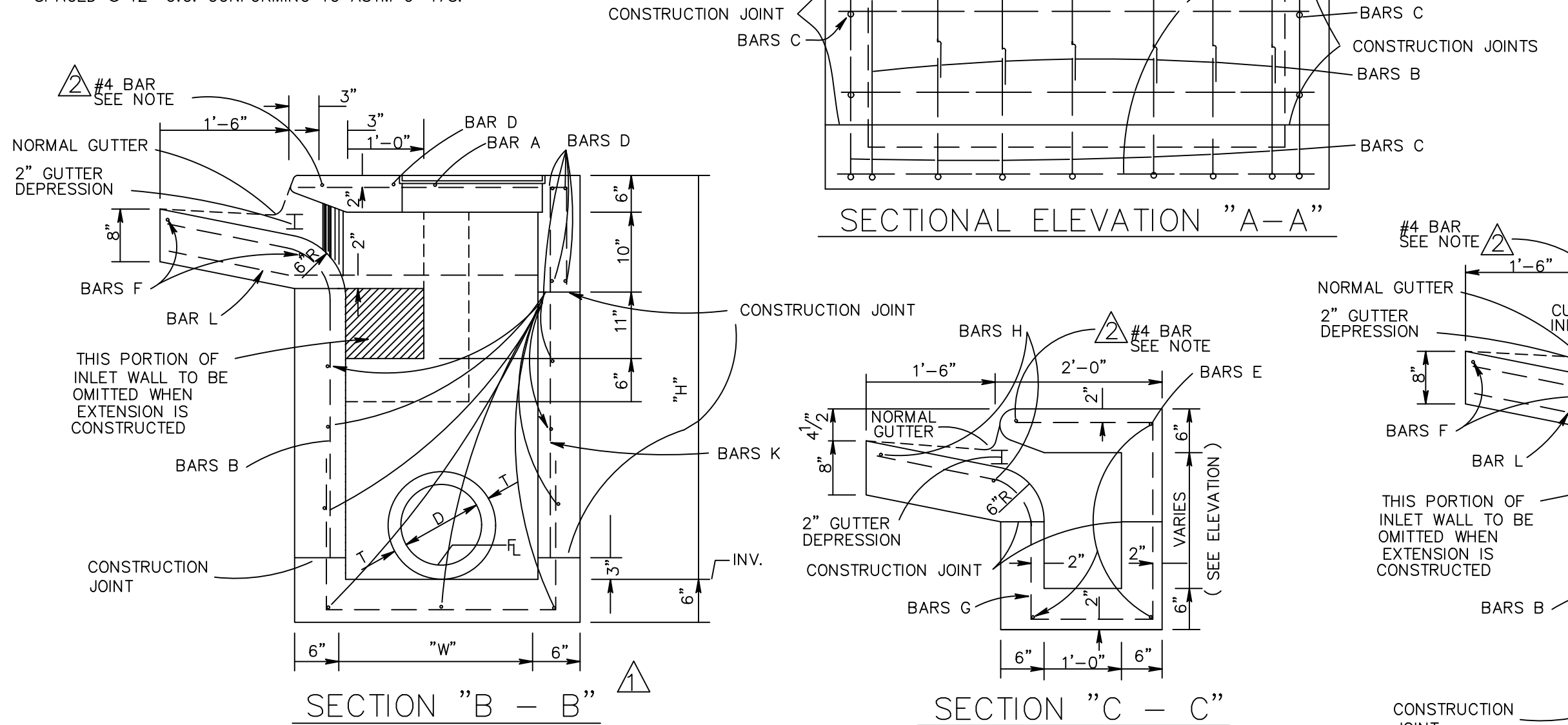
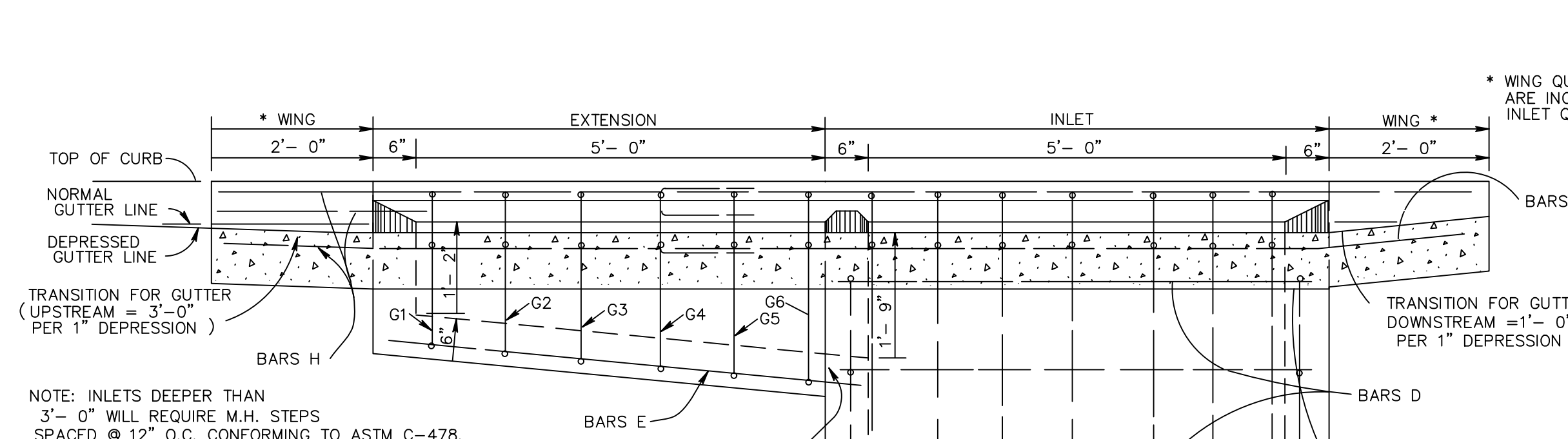
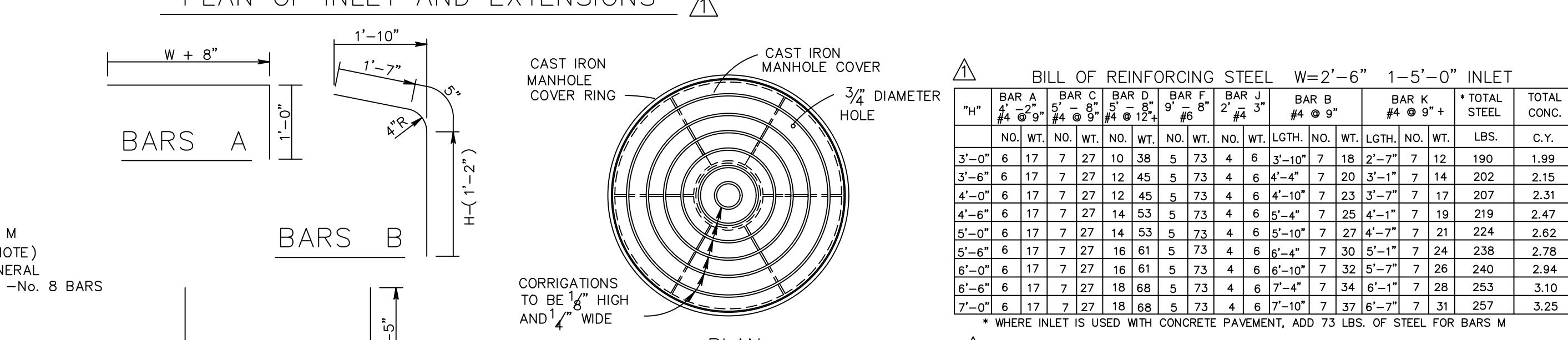
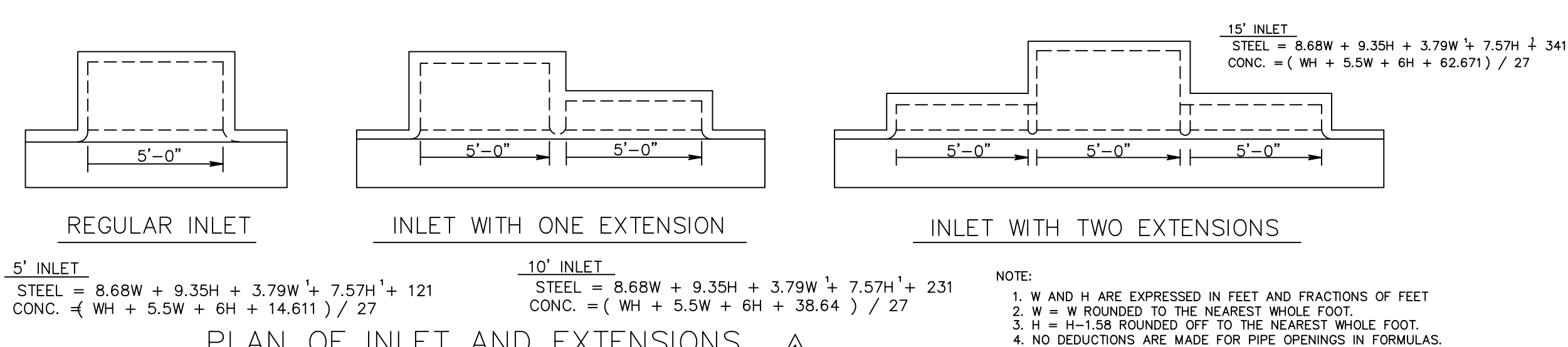
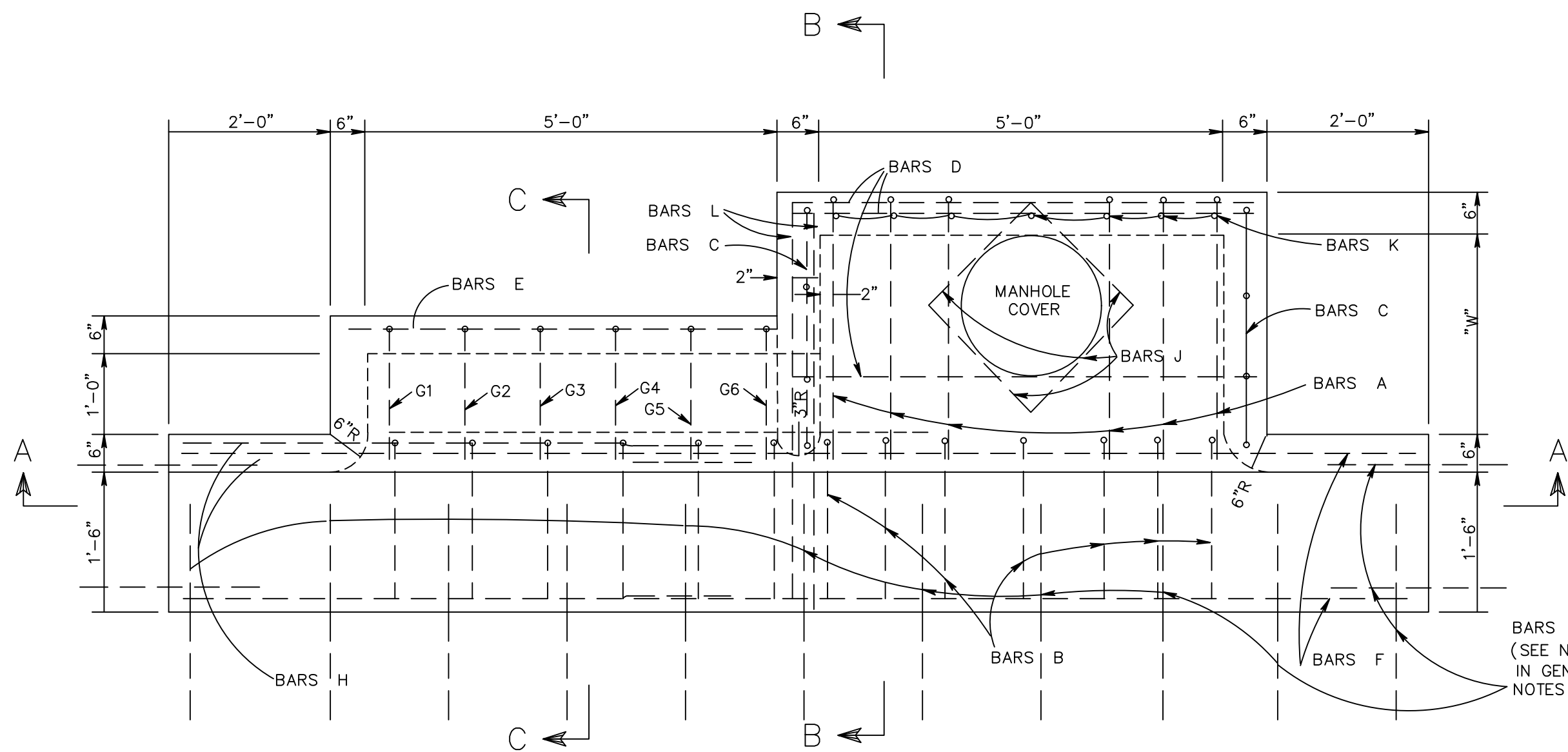
LIMESTONE CONSTRUCTION ENTRY DETAIL			 ENGINEERING & PUBLIC WORKS DEPARTMENT 4000 HEWES AVENUE, GULFPORT, MS 39007 PH. 228-668-9815 FAX. 228-668-9822
DATE: 5/20/15	APPR. BY: DBA	REVISION	
SCALE: N.T.S.	DR. NO.: 02295		
DR. BY:	FILE: CONSTRUCT ENTRY.dwg		
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS			



STOP SIGN & BAR DETAIL			 ENGINEERING & PUBLIC WORKS DEPARTMENT 4000 HEWES AVENUE, GULFPORT, MS 39007 PH. 228-668-9815 FAX. 228-668-9822
DATE: 5/20/15	APPR. BY: BCM	REVISION	
SCALE: N.T.S.	DR. NO.: 02585		
DR. BY:	FILE: STOPSIGN		
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS			

HIGHLAND LAKE TOWNHOMES		100% DESIGN		LOT 4 - GULFPORT HIGHLANDS		MARCH 2022		PROJECT # 011	
PROJECT	PROJECT PHASE	PROJECT ADDRESS	DATE	BY	NO.	DATE	REVISION DESCRIPTION	NO.	DATE
CONSTRUCTION DETAILS					SHEET TYPE				
C6.0					PHELAN ENGINEERING LLC				



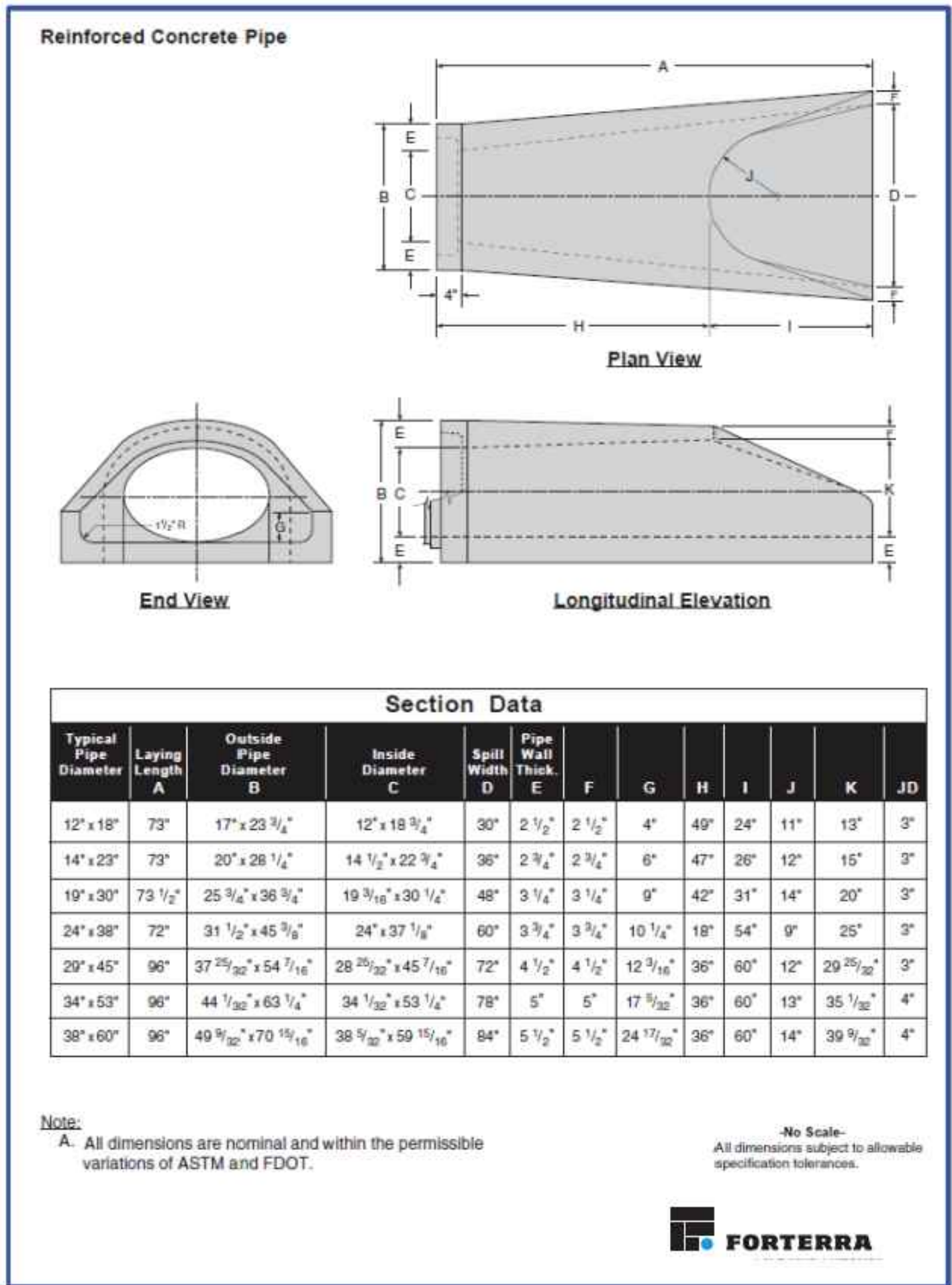


QUANTITIES FOR ONE EXTENSION

BAR	SIZE	LENGTH	SPACING	NUMBER	WEIGHT
E	# 4	5'-8"	AS SHOWN	3	11
G	# 4	SEE SCHEDULE	11"	6	34
H	# 6	6'-9"	AS SHOWN	5	51
L	# 6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION					110 LBS.
TOTAL CONC. FOR ONE EXTENSION					0.89 C.Y.

† WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 LBS. OF STEEL FOR BARS M.

NOTE: PROVIDE A 2" X 4" (HORIZONTAL) NOTCH CENTERED ALONG INLET THROAT SUCH THAT WATER WILL NOT STAND ON THE ROAD BETWEEN THE FIRST AND SECOND LIFT OF ASPHALT.



*DETAIL SHOWN AS REPRESENTATIVE PRODUCT; OTHER MANUFACTURERS WILL BE CONSIDERED.

CONCRETE PIPE FLARED END SECTION
N.T.S.

ADS FLARED END SECTION SPECIFICATION

Scope

This specification describes 12- through 36-inch (300 to 900mm) ADS Flared End Sections for use in culvert and drainage outlet applications.

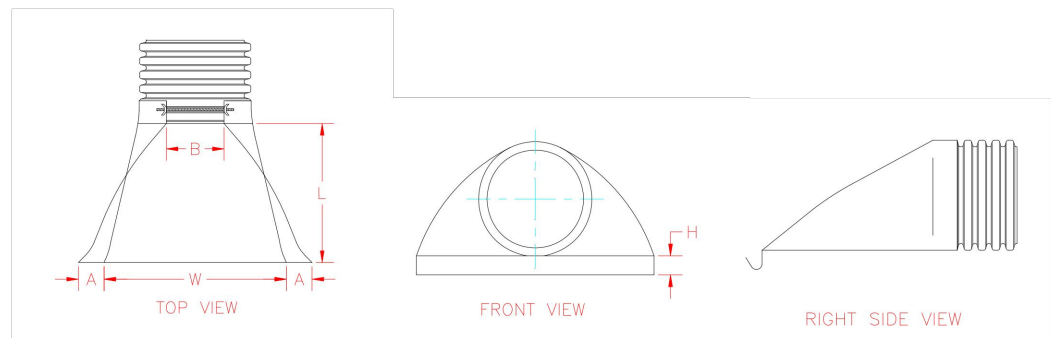
Requirements

The ADS Flared End Section shall be high density polyethylene meeting ASTM D3350 minimum cell classification 213320C; contact manufacturer for additional cell classification information. When provided, the metal threaded fastening rod shall be stainless steel.

Installation

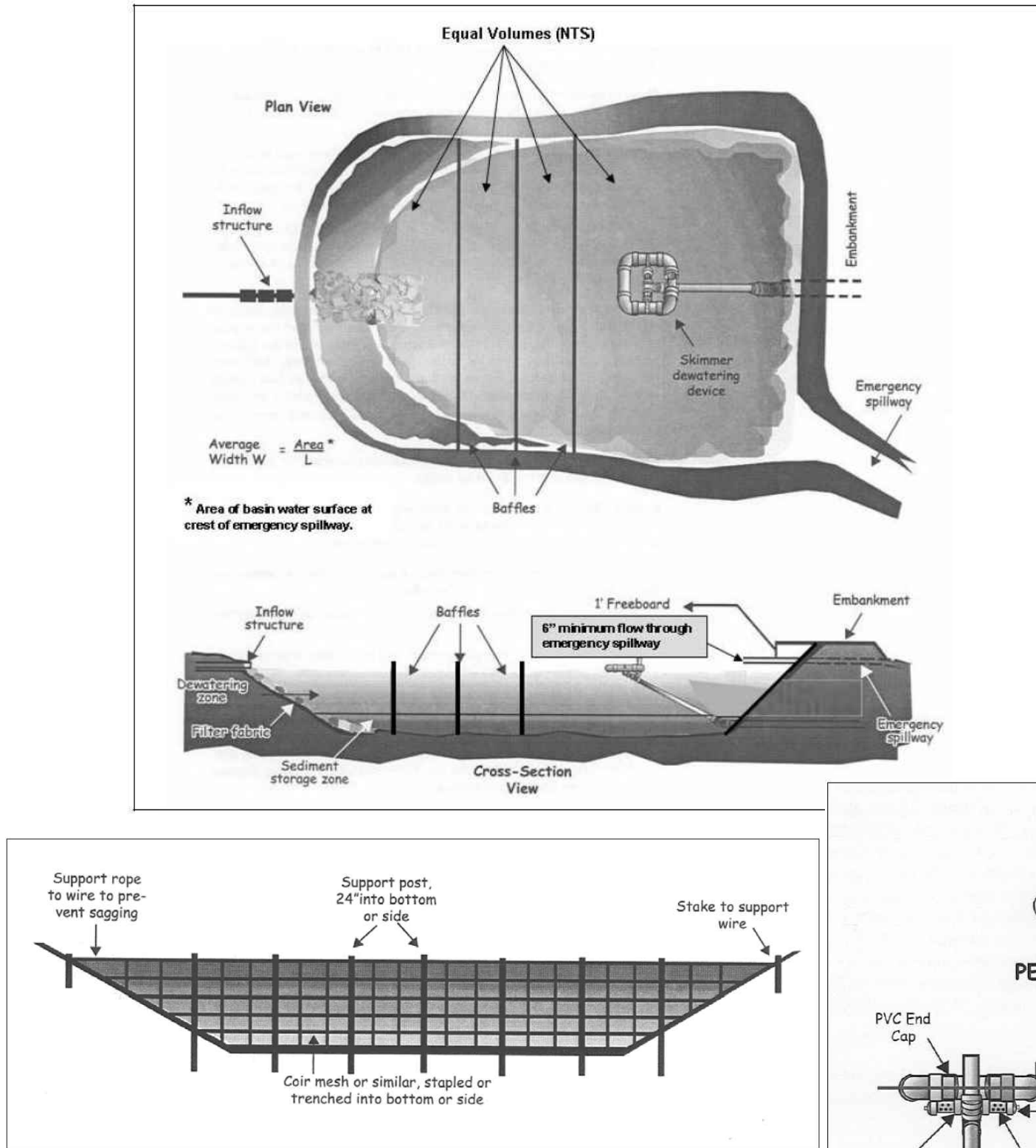
Installation shall be in accordance with ADS installation instructions and with those issued by state or local authorities. Contact your local ADS representative or visit www.ads-pipe.com for the latest installation instructions.

PIPE DIAMETER, in (mm)						
Diameter in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)
A	6.5 (165)	8.5 (191)	7.5 (191)	7.5 (191)	7.5 (191)	7.5 (191)
B (max)	10.0 (254)	10.0 (254)	15.0 (381)	18.0 (475)	22.0 (559)	25.0 (635)
H	6.5 (165)	6.5 (165)	6.5 (165)	6.5 (165)	6.5 (165)	6.5 (165)
L	25.0 (635)	25.0 (635)	32.0 (813)	36.0 (914)	58.0 (1473)	58.0 (1473)
W	29.0 (737)	29.0 (737)	35.0 (889)	45.0 (1143)	63.0 (1600)	63.0 (1600)



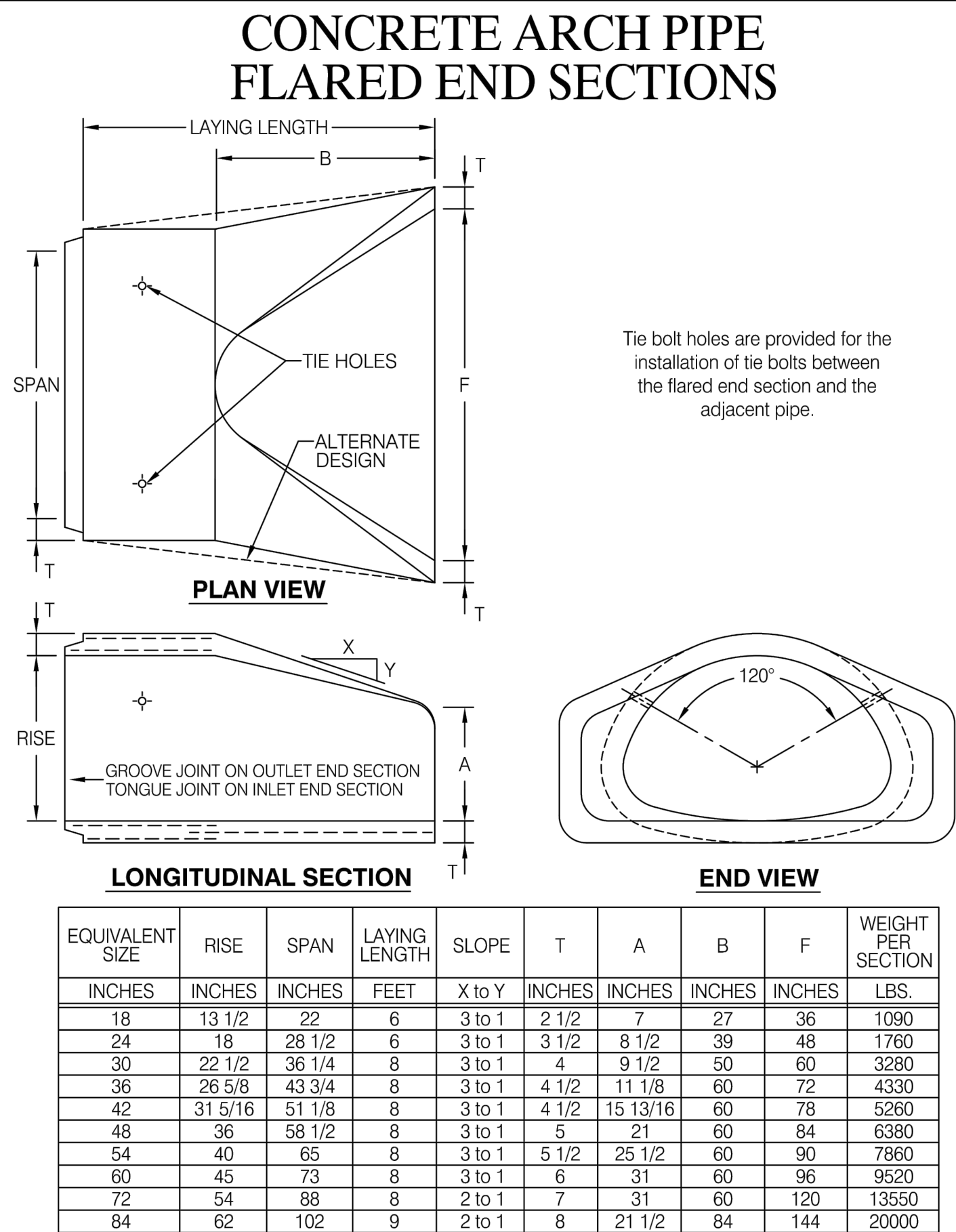
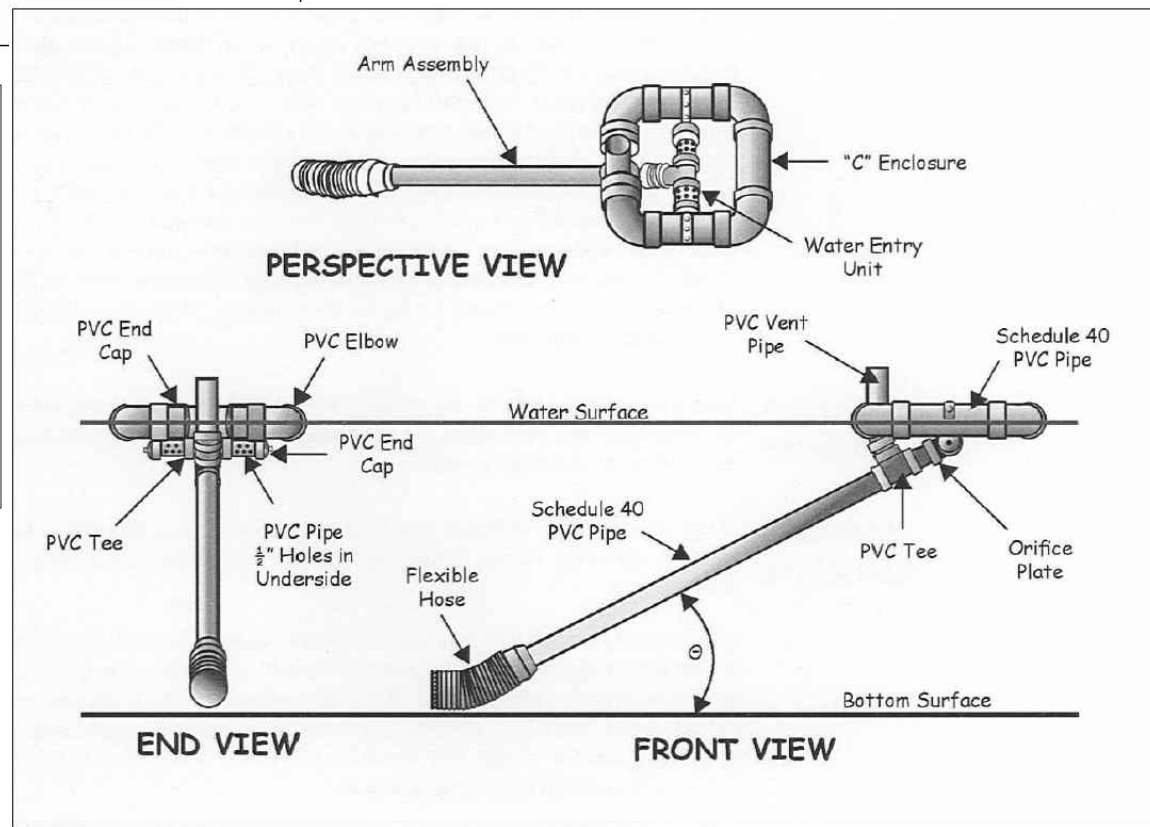
*DETAIL SHOWN AS REPRESENTATIVE PRODUCT; OTHER MANUFACTURERS WILL BE CONSIDERED.

ADS [STYLE] FLARED END SECTION FOR PLASTIC CULVERTS
N.T.S.



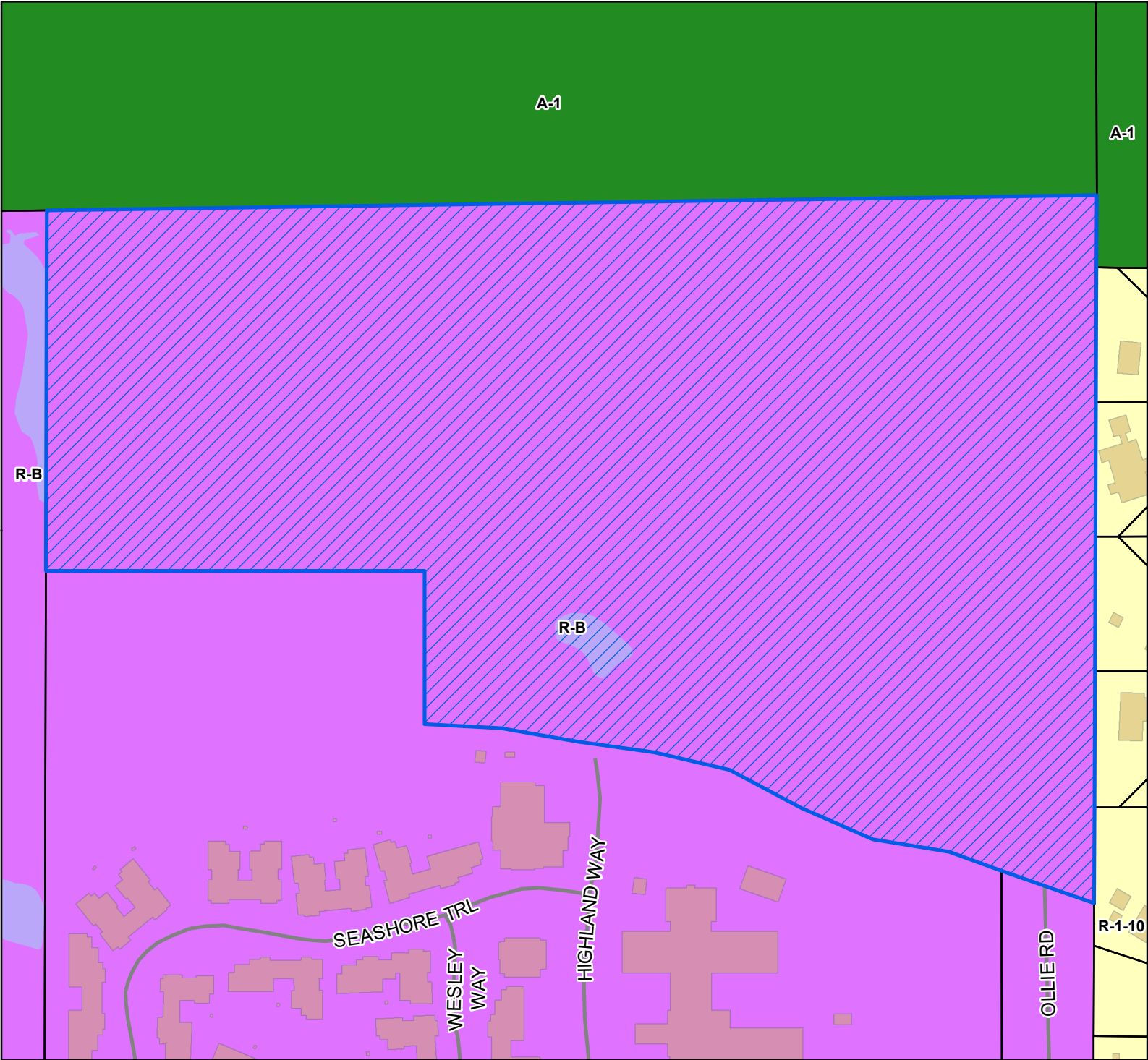
SEDIMENT BASIN DETAILS
N.T.S.

SEDIMENT BASINS SHALL BE CONSTRUCTED AS SPECIFIED IN SECTION "SBN" OF THE MDOQ "HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS", VOLUME 1, "EROSION AND SEDIMENT CONTROL PRACTICES."



*DETAIL SHOWN AS REPRESENTATIVE PRODUCT; OTHER MANUFACTURERS WILL BE CONSIDERED.

CONCRETE ARCH PIPE FLARED END SECTION
N.T.S.



Legend

- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

- A-1 - Agricultural District
- R-1-10 - Single Family Residence (Low Density)
- R-B - Residence-Business District

Site Information

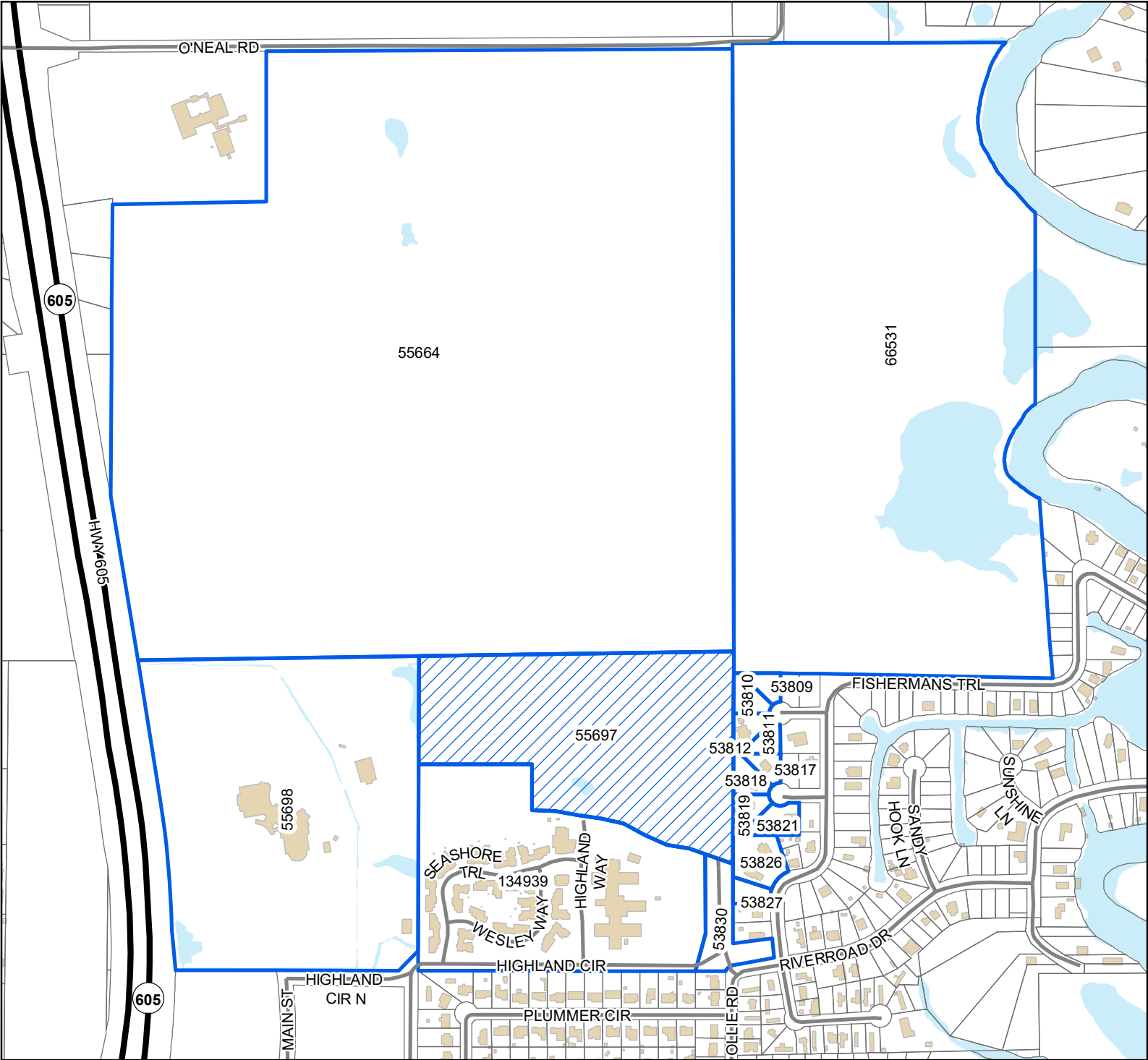
1008F-01-001.000
 Zoning: R-B (Residence -business Districts)
 Size:20.1 Acres
 Flood: X

0 30 60 90
 Yards

1 inch = 180 feet

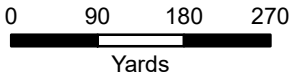
N
 W E
 S

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



Legend

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



1 inch = 600 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
			GH VILLAGE, LLC C/O NOEL SIMMS				
	55697	1008F-01-001.000	(OWNER)	4680 HICKORY RIDGE RD	JACKSON	MS	39211
	55697	1008F-01-001.000	KENNETH JONES II (AGENT)	919 2ND STREET	GULFPORT	MS	39501
N			Adjacent Property Owners				
	66531	1008B-01-003.000	BEN A RICHARDS LAND COMPANY LLC	P O BOX 6073	GULFPORT	MS	39506
N	55664	1008C-01-001.000	BEN A RICHARDS LAND COMPANY LLC	P O BOX 6073	GULFPORT	MS	39506
	53811	1008G-02-049.000	BRIGHT JEROMY	10517 HUCKLEBERRY CV	GULFPORT	MS	39503
	53812	1008G-02-050.000	CHILDS KAREN F	P O BOX 1074	LA CANADA	CA	91012
	53810	1008G-02-048.000	DEFELIPPO DEANNA	10518 HUCKLEBERRY COVE	GULFPORT	MS	39503
	55698	1008F-01-007.000	FIRST BAPTIST CHURCH GULFPORT	12190 HWY 605	GULFPORT	MS	39503
	53809	1008G-02-047.000	GULFPORT HIGHLANDS DEVELOPMENT LP	4680 HICKORY RIDGE RD	JACKSON	MS	39211
N	53830	1008G-02-070.000	GULFPORT HIGHLANDS DEVELOPMENT LP	4680 HICKORY RIDGE RD	JACKSON	MS	39211
	53827	1008G-02-067.000	HAY JOHN C & CARRIE A	12209 FISHERMAN TRAILS	GULFPORT	MS	39503
	53826	1008G-02-062.001	HAY JOHN C & CARRIE A	12209 FISHERMANS TRAIL	GULFPORT	MS	39503
	53817	1008G-02-049.001	JOHNSON THOMAS E & DAWN M	10514 DANBURY CV	GULFPORT	MS	39503
	53821	1008G-02-053.000	KEENEY DAVE & SHARON	10509 DANBURY COVE	GULFPORT	MS	39503
	53819	1008G-02-049.003	MCCLELLAN RYAN S	10513 DANBERRY COVE	GULFPORT	MS	39503
	134939	1008F-01-002.000	SEASHORE CAMPGROUNDS RETIREMENT	COMMUNITY INC	GULFPORT	MS	39503
	53818	1008G-02-049.005	WALLEY KAREN & JEREMY	10516 DANBURY COVE	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:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

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Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< 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: April 28, 2022

Re: Zoning Map Amendment 2204PC069:

Zoning Map Amendment 2204PC069, by agent Martin Jones, tax parcel 1010F-02-009.000,
Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine
St, Ward 4

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2204PC069

Hearing Date: April 28, 2022

Current Zoning/Use: T4+ / Multifamily structures

Legal: Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

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 29,000 square feet of property from T3 (Sub Urban Zone) to a T4+ (General Urban Zone "Plus") zone. Currently, the property contains a single-family unit and a duplex building qualifying this property as multi-family. The current zoning does not allow for this use or the expansion of it, as is mentioned as a need in the application.

According to the City's 2002 Comprehensive Plan, this area is classified as medium density residential in the future land use plan. The specific definition of medium density residential is for single-family residential with lot sizes of 10,000-15,000 square feet.

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

1. Mistake according to the applicant comes from the idea that the buildings existed since the 1950's. Noted conversion taking place in the 1980's may have been done without permit making the property become non-conforming at the time.

Technical Report

Zoning Map Amendment

Historic zoning shows this property zoned R-1-7.5 post Hurricane Katrina. SmartCode later came in and converted it to T3. Later, hybrid changes converted the zoning classification again. None of which allows for multi-family housing or duplexes.

2. Need is not addressed by the applicant.

EXECUTIVE SUMMARY

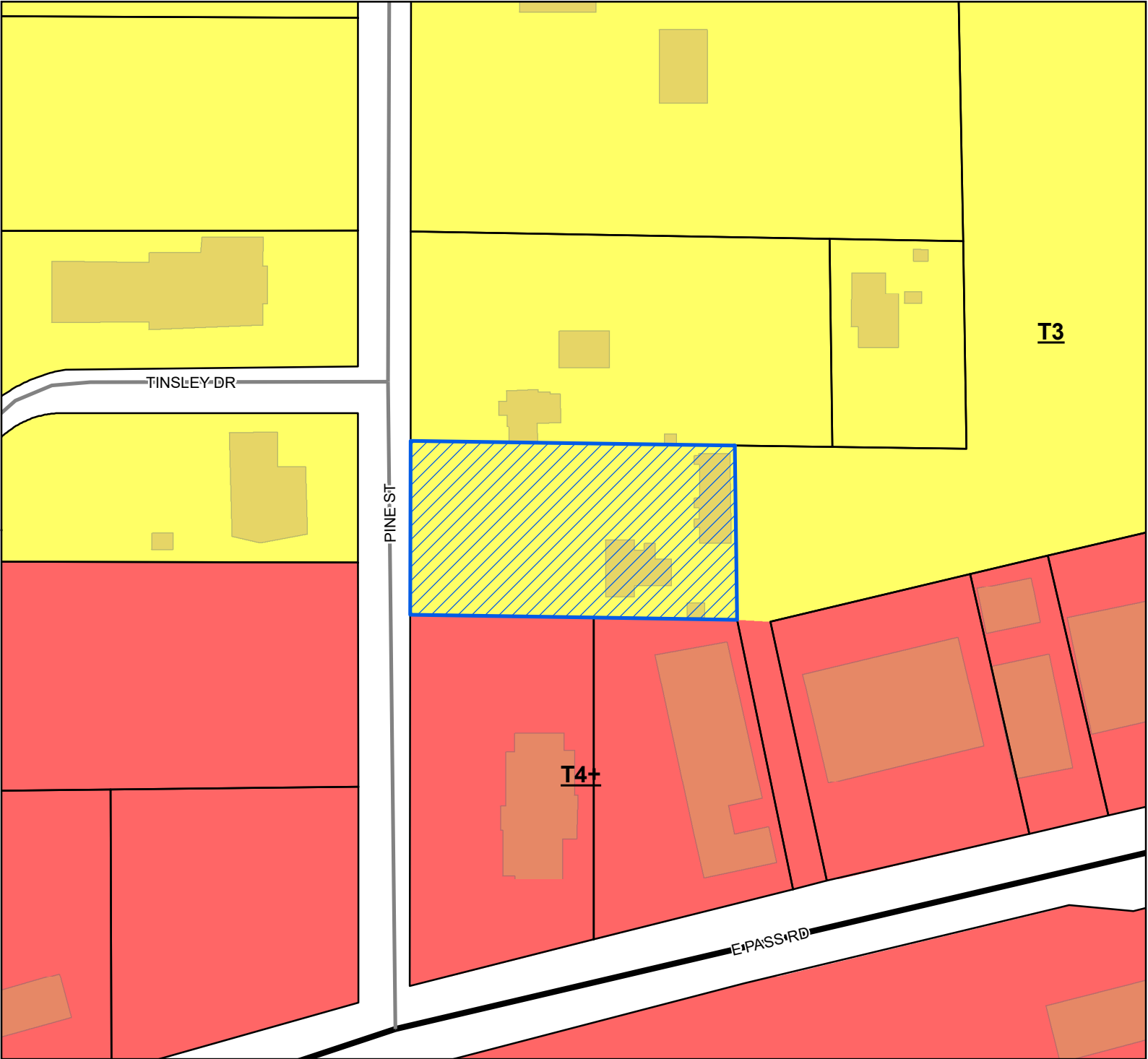
With historic zoning and the future land use plan of the comprehensive plan, all signs point to this not being a mistake by staff and consultants when this property had a zoning layer applied to it. However, with the need for density, affordable housing, and shorter commutes, a consideration for change of character and increase need for sites could be considered as an alternative.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

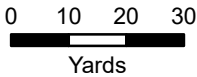


Greg Pietrangelo
Director of Urban Development Department



- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Smart Code**
- T4+
- T3

Site Information
1010F-02-009.000
Zoning: T3 (Sub-Urban Zone)
Size: 29,000 sq ft
Flood: X



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.

Revision date 11/2/2020



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

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

Property Information

TAX PARCEL # 1010F-02-009.000

1	0	1	0	F	-	0	2	-	0	0	9	.	0	0	0
					-			-				.			
					-			-				.			

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 2204 PC.069Date Received: 3/8/2022

Receipt #: _____

Received By: UMK

Zoning: _____

Ward: _____ Flood: _____

Address of Property Involved: 1026 Pine StLot(s) _____, Block(s) _____, Subdivision Motes + BoundsGeneral Location: North of East Pass Rd, East of Cowan Road

GENERAL DESCRIPTION OF REQUEST:

Change zoning from T-3 to T-4 + to correct error in zoning

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

Bernard E and Joya Jaraka

Printed Name Of Owner

1461 Ilikai Ave

Mailing Address

San Jose CA 95118

City State Zip code

408 978 8760 408 489 5647

Home Phone Work/Cell Phone

be.jaraka@att.net

Email

Bernard E Jaraka

Authentisign

Joya G Jaraka3/8/2022 10:20:10 AM CST
03/08/2022

Signature Of Owner

AGENT

Martin Jones

Printed Name Of Agent

9153 Corrine Road

Mailing Address

Gulfport MS 39503

City State Zip code

228 287 1200 228 341 2022

Home Phone Work/Cell Phone

mjonescb2@yahoo.com

Email

[Signature]

Signature Of Agent

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



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

AuthentiSIGN[®]

Signing Certificate

Certificate ID: 4D47FCF5-00AF-41FB-94ED-4633603B6A08

Date: 3/8/2022 9:50:12 AM CST

Signing Information:

Signing Name: zoning application

ID: 4D47FCF5-00AF-41FB-94ED-4633603B6A08

Status: Document has been signed by all parties.

Start Date: 3/8/2022 9:50:12 AM CST

End Date: 3/8/2022 10:36:43 AM CST

Signers: 2

Reviewers: 0

CC: 0

Creator: Martin Jones

Email: mgjonescbc@yahoo.com

IP Address: 69.92.81.106

Address:

Document Information:

Document Name: zoning application

Source: Uploaded

Document ID: 67FC7D93-BEE4-4266-9016-82BF8EA77D14

Pages: 1

Signature blocks: 2

Initial blocks: 0

Participant Activity:

Signature / Initials:

Name: Benard E Jarka

AuthentiSIGN
Benard E Jarka

BEJ

Email: bejarka@att.net

Type: Remote Signer

EULA/TOS/ABP/CCD: Accepted: 3/8/2022 10:19:51 AM CST [IP:108.226.113.106]

Document: Signed and Accepted – date/time: 3/8/2022 10:32:40 AM CST [IP:108.226.113.106]

Name: Joyce G Jarka

AuthentiSIGN
Joyce G Jarka

JGJ

Email: bejarka@att.net

Type: Remote Signer

EULA/TOS/ABP/CCD: Accepted: 3/8/2022 10:35:17 AM CST [IP:108.226.113.106]

Document: Signed and Accepted – date/time: 3/8/2022 10:36:43 AM CST [IP:108.226.113.106]

BOOK 1539 PAGE 83
STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



1st Judicial District
Instrument Number 2001 3082 D
Filed 4 27 2001 9 58 A
Total Fees 8.00
Book 1539 Page 83-84 Recorded 5-1-01



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 which is hereby acknowledged, we, BERNARD E.

JARKA and JOYCE G. JARKA, husband and wife, do hereby sell, convey and quitclaim unto BERNARD E.

JARKA and JOYCE G. JARKA, as Trustees of the Jarka Family Revocable Trust of June 10, 1996, that certain real property located in the First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

A parcel of land beginning at a point on the East side of Pine Street and being 700 feet South of the intersection of Magnolia Street and Pine Street, this being the Southwest corner of the lot known as McLeod Lot, as a starting point or place of beginning; running thence in an Easterly direction along the South line of the said McLeod Lot a distance of 232.5 feet, more or less, to a stake, thence in a Southerly direction and parallel with Pine Street a distance of 125 feet, more or less, to a stake, thence running in a Westerly direction and a parallel with the South line of the said McLeod Lot a distance of 232.5 feet, more or less, to the East side of Pine Street; thence running in a Northerly direction along the East side of Pine Street a distance of 125 feet, more or less, to the place of beginning; and being located in Section 30, Township 7 South of Range 10 West, and being part of the land purchased by Mrs. Aimee Stone Sneed from Hugh Stephens under warranty deed dated June 16, 1945, and recorded in Book 276 at Page 9 of the Records of Deeds, First Judicial District, Harrison County, Mississippi.

Ad Valorem taxes for the current year are assumed by the grantees herein.

WITNESS our signatures on this the 26 day of April, 2001.

BERNARD E. JARKA

JOYCE G. JARKA

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME AND APPEARED before me, the undersigned authority for said state and county, Bernard E. Jarka and Joyce G. Jarka, who acknowledged to me that they signed and delivered the above and foregoing Quitclaim Deed on the day and the year therein mention.

GIVEN under my hand on this the 26 day of April, 2001.



Notary Public

Grantors' Address:
1461 Ilikai Avenue
San Jose, CA 95118-1940
408-978-8760

Grantees' Address:
1461 Ilikai Avenue
San Jose, CA 95118-1940
408-978-8760

Document Prepared by:
John Galloway
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
PO Drawer 4248
Gulfport, MS 39502
228-864-1170

Indexing Instructions:
SE 1/4 of Section 30, Township 7 South, Range 10 West

To Whom It May Concern:

Bernard E. Jarka and Joyce G. Jarka as Trustees of the Jarka Family Revocable Trust of June 10, 1996, hereby give permission for Martin Jones, Coldwell Banker Alfonso Realty to act as their agent in a request to the Planning Commission of Gulfport, for the zoning change of a parcel located at 1026 Pine Street, Gulfport, MS 39507, tax parcel number 1010F-02-009.000.

Bernard E. Jarka Dated: 1 Mar 2022
Bernard E. Jarka

Joyce G. Jarka Dated: 3-1-22
Joyce G. Jarka

STATE OF CALIFORNIA
COUNTY OF _____

PERSONALLY CAME AND APPEARED before me, the undersigned authority for said state and county, Bernard E. Jarka and Joyce G. Jarka, who acknowledged to me that they signed and delivered the above and foregoing permission on the day and year therein mentioned.

GIVEN under my hand on this the ____ Day of March 2022.

- SEE ATTACHED -
Notary Public

My Commission Expires:

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

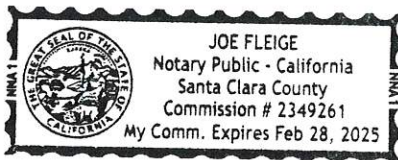
State of California

County of SANTA CLARA }

On MARCH 1st, 2022 before me, JOE FLEIGE, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared BERNARD E. JARKA AND JOYCE R. JARKA
Name(s) of Signer(s)

who 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 acknowledged to me that he/she/they 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: LETTER - COLDWELL BANKER

Document Date: 3/1/22 Number of Pages: 1

Signer(s) Other Than Named Above: [Signature]

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

1026 Pine Street

Written statement concerning rezoning request.

The property located at 1026 Pine Street has two buildings that were, according to the Harrison County tax records, constructed in 1951. In the early 1980's both buildings were converted to duplexes and are still shown on the Harrison County tax records as duplexes. Later the front building was converted back to a single family residence, 1026 Pine. The rear building continued to be occupied as a duplex, 1026 Pine A & B. For the last forty years the properties have been leased for residential use.

There is no plan to change the current use and there is no plan to further develop the property. To our knowledge there have been no complaints from any of the neighbors about the current use.

The request to rezone the property was brought about when trying to obtain a permit to repair termite damage to the front building, 1026 Pine Street. The permit was denied because the property was not zoned to allow multifamily use. On November 15, 2021 the rear property, 1026 Pine A & B was damaged by a fire and a permit was issued to repair the fire damage and those repairs are on-going.

Reviewing the history of the property over the last 70 years no new building have been added and the use has been at least for the last forty years residential with three or four families occupying the buildings, there was obviously a mistake made when the City of Gulfport applied the T-3 zoning designation to the property. To correct the mistake, it appears that the answer would be to designate or classify the property to be T-4+ as are the adjacent neighbors to the South. The correcting of this mistake should not have any effect on the surrounding area. Please see the attached photograph of the two buildings and overhead photograph showing the adjacent neighborhood.

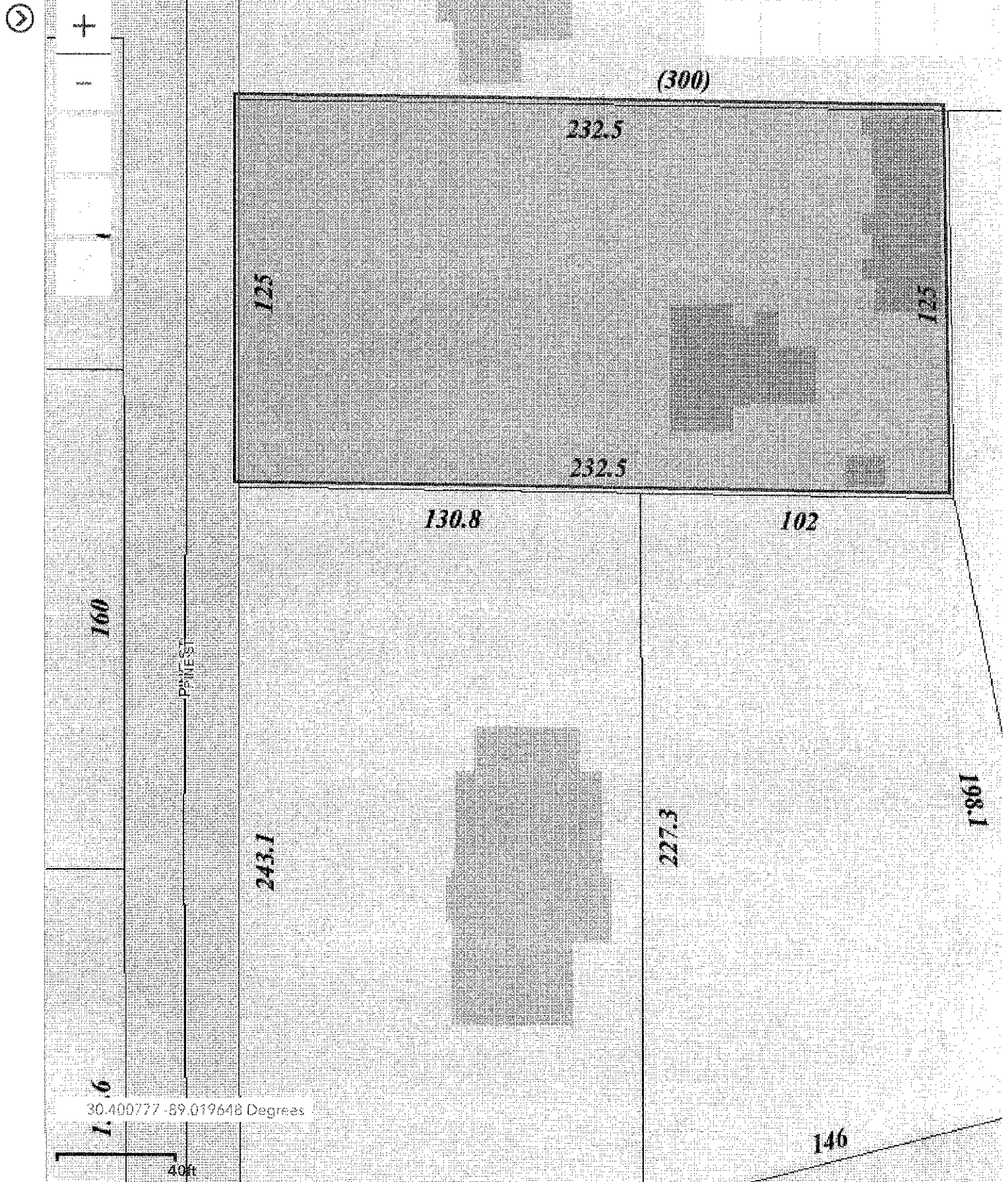






HARRISON COUNTY, MS

Property Search Application



PERMITS/INSP PAYMENT RECPT#: 11174516
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 03/08/22 TIME: 11:40
CLERK: mcunningh DEPT:
CUSTOMER#: 0

COMMENT:

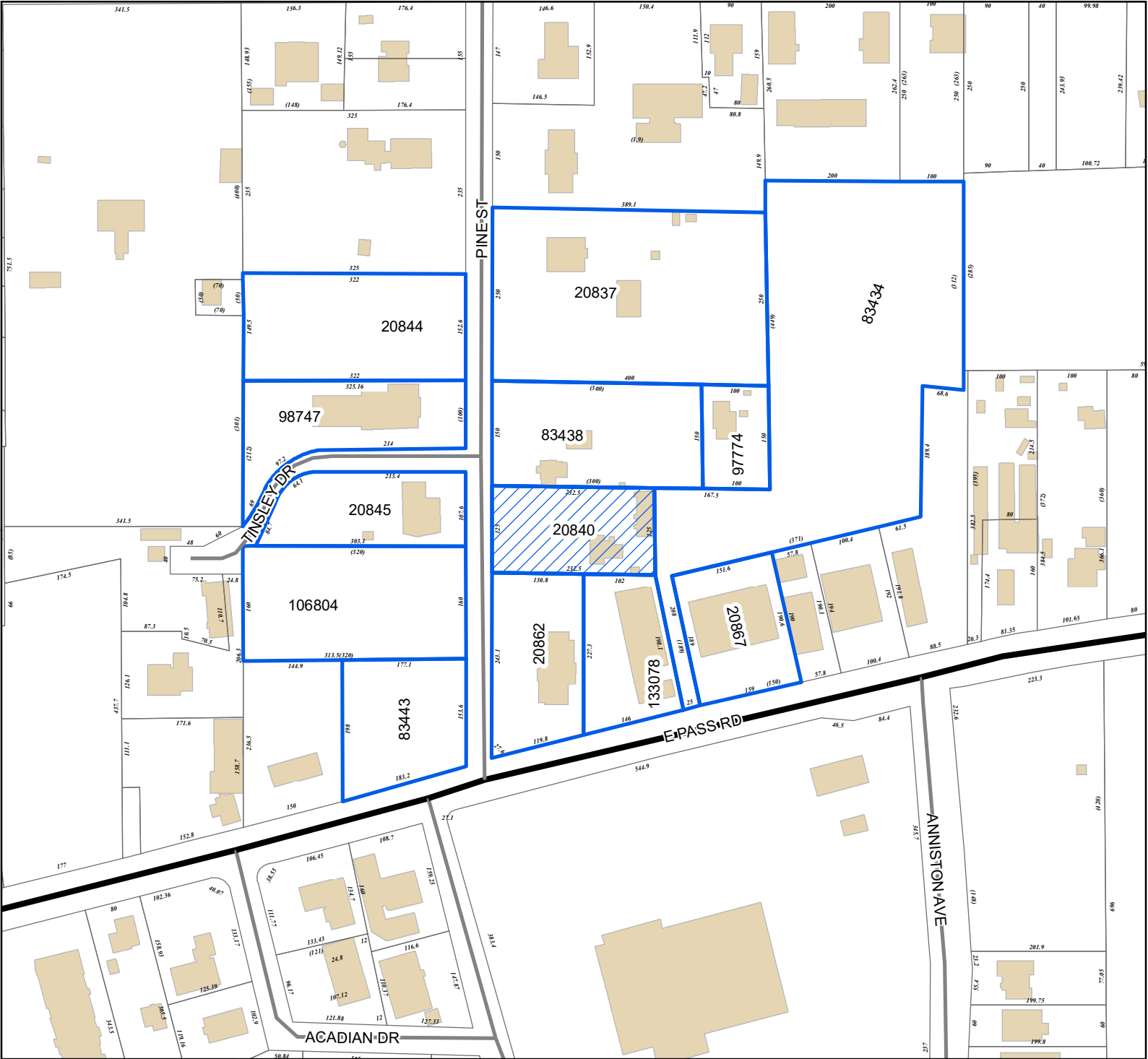
CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY:

PAYMENT METH: CHECK
REFERENCE: 8865

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

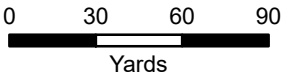


Legend

- Site
- Adjacent Properties
- US or State Highway
- Street

Smart Code Communities

- Handsboro
- Buildings



1 inch = 200 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	20840	1010F-02-009.000	JARKA BERNARD E & JOYCE G -TRUSTEES (Ov	1461 ILIKAI AVE	SAN JOSE	CA	95118
			Martin Jones (Agent)	9153 Lorraine Rd	GULFPORT	MS	39503
n			Adjacent Property Owners				
	106804	1010F-02-019.001	DAVIS CAROLYN T & TAAKE MARY A B	2616 DEMARET DRIVE	GULFPORT	MS	39501
	20867	1010F-02-007.000	HAYDEL PROPERTIES LP	P O BOX 1891	GULFPORT	MS	39502
	83438	1010F-02-010.000	JARKA JOYCE G & BERNARD E -TRUSTEES	1461 ILIKAI AVE	SAN JOSE	CA	95118
n	97774	1010F-02-010.001	JARKA JOYCE G & BERNARD E -TRUSTEES	1461 ILIKAI AVE	SAN JOSE	CA	95118
	20845	1010F-02-018.000	JONES STEPHEN C & PAMELA A	1103 PINE STREET	GULFPORT	MS	39507
	133078	1010F-02-008.001	KAUFMAN HERBERT L & RENEE	421 NO HAMMOND HWY	NEW ORLEANS	LA	70124
	20844	1010F-02-017.000	LUPOLD TROY & BRIANNE	282 BIG LAKE RD APT 32	BILOXI	MS	39531
	83434	1010F-02-003.000	MACO PROPERTIES LLC	P O BOX 68	CLARKTON	MO	63837
	98747	1010F-02-018.001	MCVADON ROBERT C JR & DEBORAH A	450 BORDEAUX COVE	BILOXI	MS	39531
	20837	1010F-02-011.000	ROBINSON TERRY & VIRGINIA S	1124 PINE STREET	GULFPORT	MS	39507
	83443	1010F-02-019.000	TAAKE MARY A B & DAVIS CAROLYN T	2616 DEMARET DR	GULFPORT	MS	39501
	20862	1010F-02-008.000	VERRETT REALTY LLC	1708 E PASS RD	GULFPORT	MS	39507

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:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

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Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

MEMORANDUM

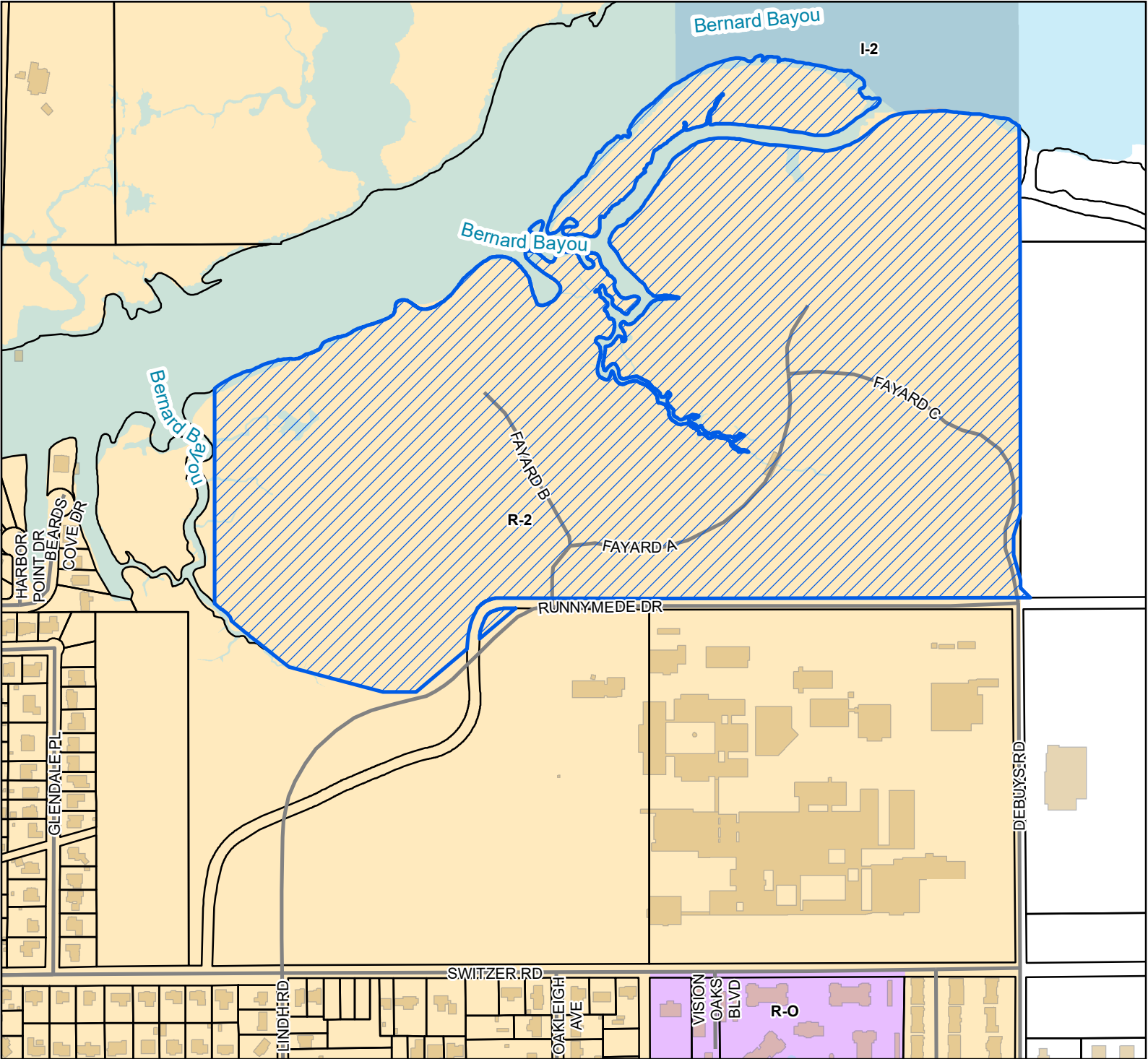
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Final Plat 2204PC070:

Final Plat 2204PC070, by agent Brown, Mitchell, & Alexander, Inc., tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5



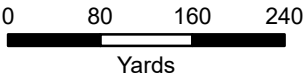
Legend

- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

- I-2 - Heavy Industry District
- R-2 - Single Family Residence District (Medium Density)
- R-O - Residence-Office

Site Information
1010A-01-001.000
Zoning: R-2 (Single-family)
Size: 99.6 acres
Flood: AE



1 inch = 500 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 #: 2204PL070Date Received: 3/8/22

Receipt #: _____

Received By: D²/MW

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #

1	0	1	0	A	-	0	1	-	0	0	1	●	0	0	0
					-			-				●			
					-			-				●			

Address of Property Involved: 0 Runnymede Dr. Gulfport, MSLot(s) ¹⁻⁴ _____, Block(s) _____, Subdivision N/AGeneral Location: Acreage on North side of Runnymede Dr, west of Debuys Road

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 7 units for the purpose of 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

AGENT

John R. Fayard, Jr.

Brown, Mitchell & Alexander, INC.

Printed Name Of Owner

13486 Eastway Lane 10323 Express Dr.

Printed Name Of Agent

131 Rue Magnolia

Mailing Address

Gulfport MS 39503

Mailing Address

Biloxi MS 39530

City State Zip code

(228) 864-2262 (228) 365-6558

City State Zip code

(228) 864-7612 (228) 380-1073

Home Phone Work/Cell Phone

janet@johnfayardwarehouse.com

Home Phone Work/Cell Phone

kevin@bmaengineers.com

Email

Email

Signature Of Owner

Signature Of Agent

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



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



**BROWN, MITCHELL
& ALEXANDER, INC.**
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

131 Rue Magnolia
Biloxi, MS 39530
228-436-7612

3221 Market Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

March 8, 2022

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

**RE: Shallow Point Development
Application for Final Plat
Gulfport, Mississippi**

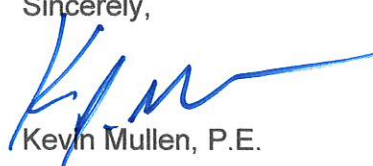
Dear Mr. Holmes:

Enclosed is a complete Application for Final Plat for Tax Parcel No(s). 1010A-01-001.00. 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 for Application Fee
- Two copies of Mylar Plat
- One linen Plat

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

Sincerely,



Kevin Mullen, P.E.

Enclosures

March 8, 2022

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

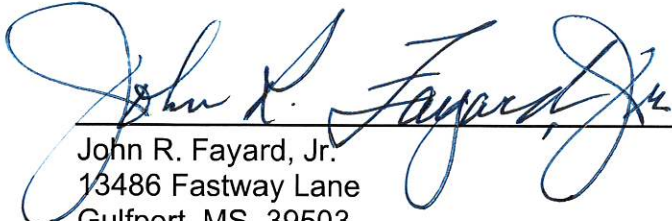
**RE: Authority to Act as Agent
Shallow Point Development (Fayard Family) – Application for Final Plat
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that John R. Fayard, Jr., currently owns property, more specifically located North of Runnymede Rd, west of Debuys Road, Gulfport, Mississippi (also being tax parcel no: 1010A-01-001.00).

With this letter, John R. Fayard, JR, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining Final Plat approval with the City of Gulfport.

Sincerely,


John R. Fayard, Jr.
13486 Fastway Lane
Gulfport, MS 39503
(228) 864-2262


NOTARY PUBLIC
Expires 4/29/25



Prepared by and after recording return to
John R. Fayard, Jr.
~~13486 Fastway Lane~~ 10323 Express Drive
Gulfport, MS 39503
(228) 864-2262

Grantor:
John R. Fayard, Jr.
~~13486 Fastway Lane~~ 10323 Express Drive
Gulfport, MS 39503
(228) 864-2262

INDEXING INSTRUCTIONS: TOWNSHIP 7 SOUTH, RANGE 10 WEST

SECTION 20: SE 1/4 - SE 1/4

SW 1/4 - SE 1/4

SECTION 28: NW 1/4 - NW 1/4

SECTION 29: NE 1/4 - NE 1/4

NW 1/4 - NE 1/4

NE 1/4 - NW 1/4

SE 1/4 - NW 1/4

SW 1/4 - NE 1/4

:

DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR

SHALLOW POINT DEVELOPMENT

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
SHALLOW POINT DEVELOPMENT

This Declaration of Covenants, Conditions, and Restrictions for SHALLOW Point (Declaration) is made on March __, 2022 by John R. Fayard, Jr. ("Declarant").

The Declarant is the owner of certain real property situated in the First Judicial District of Harrison County, Mississippi, and described in Exhibit "A" ("Property"). The Declarant desires to create and to develop a residential community on Property which shall have designated common areas ("Common Area") and common facilities ("Common Facilities") for the benefit of the residential community. The Declarant desires to provide for the preservation of the values and amenities in, and the enhancement of the charm, beauty of, the residential community, and for the designation, administration and maintenance of the Common Area and Common Facilities. Therefore, the Declarant desires to subject the Property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitude, charges, assessments and liens contained in this Declaration which individually and collectively are for the benefit of the Property, each Owner and the Declarant.

The Declarant desires the efficient preservation of the values and amenities in, and the enhancement of the charm and beauty of, the residential community. Therefore, the Declarant has created and organized an agency ("Association"), and has delegated the assigned the power and duties created by and in this Declaration to the Association for the administration and maintenance of the Common Area and Common Facilities, the administration and enforcement of the provisions of this Declaration, and the determination, collection and disbursement of the maintenance and special assessments and other charges (Collectively "Assessments").

Now, therefore, the Declarant declares that the Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to the provisions of this Declaration which (i) are agreed and declared to be beneficial for and in aid of the development of the residential community and the improvement of the Property, (ii) shall be deemed to run with the title to and bind the Property, and (iii) shall insure to the benefit of and be enforceable by the Declarant, its successors and assigns, and to the extent herein allowed, specified or permitted, each Person who has or acquires may interest in any portion of the Property or the improvements of the Property, including the Association, any owner and any Person who holds such interest solely as security for the performance of an obligation or payment of a debt.

ARTICLE I. DEFINITIONS

Section 1.01. Definitions. For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Section 1.01 unless otherwise specified or the context requires a different construction.

"Additional Property" means any additional real property made subject to this Declaration as modified from time to time.

"Architectural Design Guidelines" shall mean a set of printed guidelines establishing design standards and procedures for preparation and approval of house and other plans by the Architectural Review Committee.

"Architectural Review Committee" shall mean the Declarant or a committee established and appointed by the Declarant for review and judgement of plans and specifications and recommendation to the board of policies concerning design guidelines and architectural review procedures. The committee shall be appointed by the Board of Directors after January 1, 2027 or sooner at the sole discretion of the Declarant.

"Assessment" shall mean the share allocated to a UNIT and thereby the Owners of such UNIT of the Association's (i) annual maintenance Assessments under Section 5.02, (ii) special Assessments under Section 5.03, and (iii) expenses, costs, charges and other amounts incurred with respect to either such UNIT or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such UNIT as specified in this Declaration.

"Association" shall mean the Shallow Point Property Owners Association, Inc., a Mississippi non-profit corporation, and its successors and assigns.

"Board of Directors" shall mean the Board of Directors of the Association.

"Builder" shall mean any person who constructs any dwelling upon a UNIT.

"Bylaws" shall mean the bylaws of the Association as amended from time to time.

"Charter" means the Charter of Incorporation of the Association, as amended from time to time.

"Common Area" shall mean all real property shown and designated on the Plat of each phase of the development of the Property as a Common Area if and only after said property is deeded from the Developer to the Association for the common use, benefit and enjoyment of the Members. The recording of the Plat shall not constitute a transfer or conveyance of any common area to the Association. For the avoidance of doubt, prior to and unless a Common Area is conveyed to the Association by deed, the Developer may elect and expressly reserves the right to develop and/or subdivide any portions of the Common Area reflected on the Plat into additional UNITS and/or Lots at the sole discretion of the Developer.

"Common Facilities" shall mean all buildings and other improvements constructed on any portion of the Common Area for the common use, benefit and enjoyment of the Members.

"Declarant" shall mean John R. Fayard, Jr., and any successors and assigns of the interest of said John R. Fayard, Jr., in the Property.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Shallow Point, as Supplemented from time to time.

"Dwelling" shall mean any building or portion of a building located on the Property which is designed and intended for use and occupancy as a residence by a single individual or by a family.

"First Mortgage" shall mean a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against a UNIT which has priority over all other mortgages, deeds of trusts or similar encumbrances creating liens or encumbrances against such UNIT.

"Governing Documents" shall mean this Declaration, all Supplementary Declarations, the Charter, By-laws and the resolutions adopted by the Board of Directors, as all the same may be amended from time to time.

"Green Space" shall mean certain portions of Common Area intended to be maintained in a natural or landscaped condition for the enhancement and preservation of the natural, landscaped, scenic and recreational resources, soil and/or wetlands currently in evidence at the Property, including wildlife, fish and migratory birds. The Green Space will be designated by the Developer by amendment hereto, and/or by subsequent writing.

"Invitees" shall mean an Owner's tenants, guests, patrons, employees or other guests or invitees.

"Herein" shall mean in this Declaration.

"UNIT" shall mean each subdivided parcel, plot or tract of land constituting a portion of the Property which is shown and designated as a numbered or lettered UNIT and/or Lot on the Plat and is intended to be improved with a Dwelling, but does not include the Common Area.

"Member" shall mean each Person who holds or has any Class of membership in the Association as provided by Article III

"Mortgagee" shall mean any Person who owns, holds or is the beneficiary of a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against any UNIT and the improvements on such UNIT and the improvements thereon, including, but not limited, to (i) a bank, (ii) a savings and loan association, (iii) a trust company, (iv), an insurance company, (v) a mortgage company, (vi) a trust, (vii) a mortgage insurance company, (viii) a mutual savings bank, (ix) a real estate investment trust, (x) a credit union, (xi) a pension fund, (xii) the Federal National Mortgage Association, (xiii) the Federal Home Loan Mortgage Corporation, (xiv) a recognized institutional type lender or loan correspondent, (xv) any agency or department of The United States of America or any state, county or municipal government, (xvi) a corporation, or (xvii) an individual.

"Owner" shall mean the Declarant, so long as it is the record holder of an interest in the Property or the Additional Property, and the record holder, whether one or more Persons, of a fee or undivided fee interest in or to any UNIT, including contract sellers, but excluding those Persons who hold an interest in a UNIT merely as security for the performance of an obligation or payment of a debt.

"Person" shall mean an individual, a corporation, a general or limited partnership, an association, a trust, an estate or any other legal entity.

"Plans" means the plans, blueprints, drawings, specifications and samples prepared by or for owner or other builder in connection with the development or improvement of a UNIT.

"Plat" shall mean the Planned Building Group map or plat of the Property which has been or shall be filed for record in the office of the Chancery Clerk of Harrison County, Mississippi. The Plat may be amended or supplemented, and includes any additional map or plat filed for record when and if all or any portion of the Additional Property is annexed to the Property pursuant to Article II.

"Property" shall mean (i) all real property situated in Harrison County, Mississippi, which is described in Exhibit "A", and (ii) any Additional Property which is added to the Property by annexation pursuant to Article II.

"Streets" shall mean the streets, roads, parking areas and curbs as shown on the Plat for any area within SHALLOW Point.

"Supplement" or "Supplementary Declaration" means any amendment, modification, change or restatement of or to this Declaration.

"Water Area" means any creeks, streams, ponds, lakes or other natural or man-made waterways in, on abutting or contiguous to all or any portion of the Property.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

Section 2.01. The Property. The real property which is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to this Declaration is the Property which is located in Sections 20 & 29, Township 7 South, Range 10 West, Harrison County, Mississippi, and is more particularly described in Exhibit "A".

Section 2.02. Common Area and/or Green Space. All of the real property which is set aside as and declared to constitute Common Area, but only after such real property is conveyed or assigned to the Association by the Declarant through separate deed. Once conveyed to the Association, the Common Area shall be held and owned for the common use, benefit and enjoyment of the Members. The designation of any portion of the Property as a Common Area or a Common Facility shall not mean that the public at large acquires any easement of use, benefit and enjoyment in or to the Common Area and Common Facilities.

Section 2.03. Streets. The streets shall be subject to this Declaration and all provisions hereof which relate to the streets.

Section 2.04. UNITS. The UNITS shall be subject to this Declaration and all provisions hereof which relate to the UNITS.

Section 2.05. Phase Development. The Declarant expressly reserves the option, right and privilege (i) to annex other property under this Declaration, and (ii) by or as a result of such annexation to subject the annexed Additional Property to the provisions of this Declaration and the jurisdiction of the Association.

The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Section except insofar as Declarant shall have voting rights pursuant to Section 3 .03 for the Additional Property.

The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex any portion of the Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any portion of the Additional Property will be developed or will be annexed to the Property. By acceptance of a deed conveying any interest in a UNIT, each Owner agrees, represents and warrants to the Declarant or other grantor that, in purchasing or otherwise acquiring such interest in the UNIT, the Owner has not relied on any proposed, current or future development of any portion of the Additional Property or annexation of any portion of the Additional Property to the Property.

Section 2.06. Annexation Procedure. To annex Additional Property to the Property as permitted by Section 2.03, the Declarant shall execute and file for record a Supplement which describes the portion of the Additional Property being annexed to the Property and the new, amended or revised description of the Property. The option, right and privilege of the Declarant to annex any portion of the Additional Property to the Property is subject to the following provisions:

- (a) The Declarant may annex all of the Additional Property or may annex any portion of the Additional Property at different times and in any sequence desired by the Declarant without regard to whether or not the portion of the Additional Property being annexed is contiguous or not contiguous to the Property.
- (b) The Supplement shall extend the provisions and scheme of this Declaration to the Additional Property being annexed, but the Supplement may contain such complimentary additions to and modifications of the provisions of this Declaration as the Declarant determines to be appropriate or necessary for the different character or use, if any, of the Additional Property being annexed. Such complimentary additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration, except as permitted by Section 5.08, relating to equitable adjustments, and otherwise shall not amend or modify the provisions of this Declaration.

Section 2.07. Effect of Annexation. Upon the Supplement referred to in Section 2.06 being filed for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all UNITs, the Common Area and the Common Facilities, including any Green Space, or in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration and the jurisdiction, functions, duties, obligations and membership of the Association, including the Charter, the Bylaws and the rules and regulations promulgated or adopted by the Board of Directors. All Owners of UNITs shall be granted the rights contained in Article IX to the Property as described after such annexation.

Section 2.08. Additional Property Modification. At any time, the Declarant shall have the option, right and privilege, but not the obligation, to include other real property the Declarant now or in the future may own or acquire, within the vicinity of, but expressly without the necessity or requirement of being contiguous to, the real property described in Exhibit "A", if at such time or times the Declarant intends to develop such other real property in a manner consistent, compatible or in conformance with

the Declarant's development of the Property, and to amend the description of the resulting new, amended or revised description of the Additional Property.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Membership. The Members of the Association shall be and consist of every Person who is included in the definition of an Owner under Article I. When more than one Person owns a UNIT, then all such Persons shall be Members.

Section 3.02. Action by Members. The Association shall have two classes of voting Members. 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 Member. 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.

Section 3.03. Class of Members and Voting Rights. The voting rights of the Members shall be as follows:

- (a) The Class A Members shall be all Members, except the Declarant, who are or who hereafter become the owner of a UNIT therein. 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 UNITs owned by all Class A Members and the Class A Members who own a UNIT shall be entitled to one vote for each UNIT owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a UNIT, then the one vote for such UNIT shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any UNIT.
- (b) The Class B Member shall be the Declarant (and his designated successor(s) who shall be entitled to three votes for each UNIT owned.

Section 3.04. 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 UNIT and/or Additional Property. 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 UNIT to which the membership is appurtenant.

Section 3.05. Voting Conflict Between Members. If the fee title to a particular UNIT is owned of record by more than one Member, then the one vote appurtenant to such UNIT may be exercised by any one of such Members, unless the other Members who own an interest in such fee title to the UNIT 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 UNIT shall not be counted.

Section 3.06. Class B Member Termination. The Class B membership, and all rights appurtenant to such membership, shall cease when the Declarant (or his designated successor(s)) shall have no ownership interest in any UNIT or Additional Property.

Section 3.07. Other Voting Provisions. The Charter and/or the Bylaws may 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.

ARTICLE IV. BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION

Section 4.01. Board of Directors. The affairs of the Association shall be managed and controlled by a Board of Directors consisting of the number of individuals from time to time, prescribed by the Bylaws, which number, however, shall not be less than three nor more than nine. From and after the first annual Members' meeting, and for so long as there is a Class B Member, the Board of Directors shall consist of Appointed Directors and Elected Directors. Appointed Directors need not be Members of the Association. Elected Directors shall be Members of the Association.

Appointed Directors shall be selected and appointed by the Class B Member and shall serve at the pleasure of the Class B Member. The initial Board of Directors consist of three individuals, all of whom shall be Appointed Directors, and unless earlier replaced, said initial Directors shall serve until the first annual meeting of the Members. From and after the first annual Members' meeting, and for so long as there is a Class B Member, the number of Appointed Directors at all times shall be equal to two thirds of the total number of Directors prescribed from time to time by the Bylaws, or if at any time the total number of Directors prescribed by the Bylaws is not evenly divisible by three, then the number of Appointed Directors shall be equal to the whole number next larger than two thirds of the total number of Directors prescribed by the Bylaws.

Elected Directors shall be elected by the Class A Members at annual Member's meetings, and shall serve until their successors shall be elected and qualified in accordance with the Bylaws.

Section 4.02. Powers and Duties, In the management and administration of the Association's affairs, the Board of Directors shall have power, authority and duty to do all acts and actions except acts and actions which by law, this Declaration, the Charter or the Bylaws may be exercised only by or are reserved only to the Members. Such powers, authorities and duties of the Board of Directors to create, establish or approve policies or decisions relating to the management and administration of the Association's affairs shall include, but not be limited to, the following:

- (a) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area and Common Facilities.
- (b) To establish, determine, assess, collect, use and expend the Assessments from the Members, and to file and enforce liens for such Assessments.
- (c) To select, designate, train, hire, supervise and discharge personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area and Common Facilities, and to establish the compensation and other benefits of or for such personnel.

(d) To adopt, promulgate and enforce such rules, regulations, restrictions and requirements as may be recommended by the Architectural Review Committee pursuant to Section 10.06, or as the Board of Directors may consider to be appropriate with respect to the Property, the UNITs, and any improvements on the UNITs, including Dwellings, or the use, occupancy and maintenance of the Common Area and Common Facilities, including, but not limited to, rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use, benefit and enjoyment of the Common Area and Common Facilities by the Members and other authorized Persons, or to govern activities which may be environmentally dangerous or hazardous, including the use or application of fertilizers, pesticides and other chemicals in or on the Property.

(e) To authorize the payment of patronage refunds to the Members if and when the Board of Directors determine that the funds derived from Assessments are more than sufficient to satisfy all reasonably foreseeable financial needs or requirements of the Association during the current fiscal year, including funds for reserves.

(f) To purchase insurance upon the Common Area and Common Facilities.

(g) To maintain, repair, restore, reconstruct or demolish all or any portion of the Common Area and Common Facilities after any casualty loss, and to otherwise improve the Common Area and Common Facilities.

(h) To lease or grant licenses, easements, rights-of-way and other rights of use in or option, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage, or encumber or otherwise convey all or any portion of the Common Area and Common Facilities upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association.

(i) To lease as tenant, purchase or otherwise acquire UNITs and to option, lease, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage or encumber or otherwise convey any of such UNITs upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association.

(j) To retain or employ a management agent for such compensation and for the performance of such duties and services as established or prescribed by the Board of Directors from time to time.

(k) To negotiate, prepare, execute, acknowledge and deliver all contracts, agreements, commitments and other documents relating to the Association's affairs.

(l) To prosecute, defend, appeal, settle, compromise or submit to arbitration any suit, action, claim or proceeding at law or in equity or with or before any governmental agency or authority which involves or affects the Association, including the Common Area and the Common Facilities.

Section 4.03. Officers. The Association shall have such officers as are prescribed by the Bylaws. The officers shall conduct affairs of the Association and implement the policies and decisions of the Board of Directors.

Section 4.04. Limitation of Liability. Neither the Declarant, its agents, officers, partners, or employees nor the Association, the Board of Directors, any Director nor any Officer of the Association shall be liable to

any Person for any failure of or failure to provide any service to be furnished by the Association or to be paid with funds from charges, fees or Assessments, or for any death, injury or damage to any Person or property caused by the elements or caused by or resulting from electricity, gas, or water which may discharge or flow from any portion of the Streets, Common Area or Common Facilities, or from any wire, pipe, drain, conduit or similar property. Neither the Declarant, its agents, officers, partners, or employees, nor the Association, the Board of Directors, any Director or any Officer of the Association shall be liable to any Person for theft or other loss of or damage to any property which may be left or stored in, upon or around the Common Area, Common Facilities or any UNIT or Street. No diminution or abatement of Annual or Special Assessment shall be claimed or allowed for the inability to sue, any inconvenience or discomfort caused by or arising or resulting from the need for or the conduct of routine or other maintenance or repairs, or the construction or reconstruction of improvements on any UNIT, Streets, Common Area or Common Facilities, or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any Supplement, any law or ordinance or the order or directive of any governmental authority or any court.

ARTICLE V. COVENANTS FOR ASSESSMENTS

Section 5.01. Assessments. Each Owner except the Declarant by acceptance of a deed or other conveyance document for such UNIT whether or not expressed in any such deed, or other conveyance document, shall be deemed to covenant and agree to pay to the Association the Owner's Assessments for such UNIT which shall be the proportionate share of the amount estimated by the Board of Directors to be required for the purposes contained in Section 5.02 or Section 5.03 or otherwise considered to be an Assessment under this Declaration. The calendar year shall be the fiscal year for determining or calculating Assessments unless and until the Board of Directors establishes a different fiscal year from time to time except as provided here in, there shall be no distinction between the assessments with regard to whether or not a dwelling has been constructed.

Section 5.02. Annual Assessments. The Board of Directors shall determine the amount of the Annual Assessment with respect to each UNIT annually or at such more frequent intervals as the Board of Directors considers appropriate. The annual Assessment for each fiscal year shall be paid in 12 equal monthly installments during such fiscal year, unless the Board of Directors requires or permits the annual Assessment to be levied and collected quarterly, semiannually or annually. The due date for each installment payment of the Assessment shall be the first day of the applicable installment period. Any Assessment installment may be prepaid without penalty or premium. The initial assessment will be \$6,000 per Unit per year, paid in monthly increments of \$500.00. This assessment amount is subject to change

The Board of Directors shall prepare, or cause to be prepared, an annual operating and capital expenditure budget for the Association, including the Common Area and the Common Facilities. The Board of Directors shall make reasonable efforts to determine and to calculate the amount of the annual Assessment against each UNIT for each fiscal year, and written notice of the annual Assessments shall be sent to the Members. The Association shall prepare and maintain at the Association's office a schedule of the Assessments for the UNITS and the schedule shall be available for inspection by any Member at any reasonable time during the Association's normal business hours. The omission or failure by the Board of Directors to determine or calculate the amount of the annual Assessments applicable to the next fiscal year shall not constitute a waiver or modification of any provision of this Article V, and shall not constitute a release of any Member from the obligation to pay the annual Assessment against the UNIT of the Member, or any installment of such Assessment, for the next or any subsequent fiscal year, but the annual Assessment for the prior fiscal

year shall continue to be the annual Assessment payable by the Members until a new annual Assessment is determined or calculated by the Board of Directors. No Class A Member may become exempt from or otherwise avoid liability for the payment of the annual Assessment by the abandonment of any UNIT or by the abandonment or release of the Member's rights to the use, benefit and enjoyment of the Common Area and Common Facilities.

Except as permitted by Section 5.04, the annual maintenance Assessments levied by the Association shall be used exclusively (i) to promote the health, safety and welfare of the residents of the Property, including the improvement, maintenance and repair of the Common Area and Common Facilities, and (ii) to pay the costs of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of, the Common Area and Common Facilities. The purposes for which the annual maintenance Assessments may be levied include, but are not limited to, the following purposes:

(a) The amount of all operating expenses of or for the Common Area and Common Facilities and the services furnished or provided to or in connection with the Common Area and Common Facilities, including charges for any services furnished or provided by the Association.

(b) The costs of appropriate or necessary management and administration of the Common Area and Common Facilities, including fees or other compensation paid to a Management Agent.

(c) The amount of all taxes and assessments levied against the Common Area and Common Facilities.

(d) The costs of fire and extended coverage and liability insurance on the Common Area and Common Facilities and the Association's other assets and the costs of such other insurance with respect to the Common Area and Common Facilities and the Association's other assets and affairs as the Board of Directors considers appropriate.

(e) The costs of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by or for the Association for or to the Common Area, the Common Facilities, and/or the UNITS.

(f) The costs to maintain, replace, repair and landscape the Common Area and Common Facilities, including but not limited to, the costs (i) to maintain, replace, and repair the streets, roads and parking areas, and (ii) of such equipment as the Board of Directors shall determine to be necessary or appropriate in connection with such maintenance, replacement, repair and landscaping.

(g) The costs to fund all reserves established by the Association, including any appropriate general operating reserve and/or reserve for replacement of assets including but not limited to streets, Common Area and Common Facilities.

Section 5.03. Special Assessments. In addition to the annual maintenance Assessments authorized in Section 5.02, the Association may levy special Assessments as follows:

(a) In any fiscal year the Association may levy a special Assessment applicable only to that fiscal year (i) for the purpose of paying all or a portion of the cost of any construction, reconstruction, replacement or inordinate repair or maintenance of the streets, Common Area, Common Facilities and any fixtures and

personal property on or related to the Common Area or Common Facilities, or (ii) for such other purposes as the Board of Directors may consider to be appropriate.

(b) The Association may levy a special Assessment against any UNIT and the Owners of any UNIT for reimbursement (i) of or for repairs occasioned by the willful or negligent acts of the Owners of such UNIT, or (ii) of or for any and all costs, expenses and expenditures made or incurred by the Association with respect to such UNIT including work or activities performed on such UNIT, or for the Owner of such UNIT pursuant to the provisions of this Declaration, including the discharge or satisfaction of any obligation or duty imposed on such Owner under this Declaration.

(c) The Association may levy a special Assessment against each UNIT containing a Dwelling for an amount equal to the charge made by any governmental authority for backup fire protection pursuant to any current or future agreement, as amended from time to time, by and between the Association and such governmental authority.

Section 5.04. Dwelling and Lawn Maintenance. Generally, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any Dwelling or its appurtenances or for the maintenance and care of lawn, garden and landscaped areas on any UNIT. The Association shall have the responsibility and duty only for the maintenance, repair and care of the Common Area and Common Facilities. However, the Association may provide the exterior maintenance and repair of Dwellings and their appurtenances and/or the maintenance and care of lawn, garden and landscaped areas of certain UNITS pursuant to a determination by the Board of Directors either on its own recommendation or initiative or the recommendation or request of Owners of certain UNITS. The cost of such maintenance, repair and care shall be included in the annual maintenance Assessments of such UNITS and the Owners of such UNITS or the specified portion of the annexed Additional Property. In no event shall the Association maintain and care for lawn, garden and landscaped areas in or on any enclosed portion of any UNIT which is intended for use only by the occupants of the Dwelling of such UNIT.

Section 5.05. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Streets, Common Area and Common Facilities, and shall allocate and pay such amount to the reserve fund from time to time as may be designated by the Board of Directors. Amounts paid into the reserve fund shall be included in the annual maintenance Assessments under Section 5.02. All amounts paid into the reserve fund shall be deposited on such bank account or accounts in federally insured banks and savings and loan associations or in such investment accounts or investment assets as shall be designated by the Board of Directors from time to time. The reserve fund for replacements of the Common Area and the Common Facilities may be expended only (i) for the replacement of the Streets, Common Area and Common Facilities, (ii) for major repairs to any sidewalks, streets, roads or parking areas located on the Common Area, (iii) for equipment replacement, and (iv) for non-recurring start-up expenses and operating contingencies of the Common Area and Common Facilities. The Association may establish other reserve funds for other purposes considered necessary or appropriate by Board of Directors from time to time.

Section 5.06. Reserve Fund Appurtenant to UNIT. The proportional interest of each Class A Member in any reserve funds shall be considered to be an appurtenance to the UNIT of such Member, and shall not be withdrawn, assigned or transferred separately from or other than as an appurtenance to the UNIT to which the proportional interest in the reserve funds appertain, and any transfer of the UNIT shall be deemed to be a transfer or assignment of the proportional interest in the reserve funds. No member shall be entitled to a refund of his proportionate share of such reserve funds.

Section 5.07. Initial Annual Assessments. Following the initial conveyance of a UNIT to an Owner, the annual assessment under Section 5.02 for each UNIT to which a Class A membership is appurtenant shall be paid in monthly installments, plus such additional amounts may be assessed with respect to certain UNITS under Section 5.04. From and after the fiscal year following the initial conveyance of a UNIT to an Owner, the Board of Directors shall determine the amount of the Annual Assessment each fiscal year upon creation of an annual operating and capital expenditure budget for the Association as set forth in Section 5.02.

Section 5.08. Equitable Adjustments. If a Supplement is filed for record which annexes any portion of the Additional Property to the Property and specifies that a greater or lesser level of use, benefit or enjoyment of the Common Area or Common Facilities or of services shall be available or provided by the Association with respect to any portion of the annexed Additional Property, then the Supplement may provide a different method or basis for the establishment, determination and calculation of the annual maintenance and special Assessments to reflect any such different level of use, benefit and enjoyment of the Common Area or common Facilities or services available or provided by the Association.

Section 5.09. Assessments are not Dues. No portion of the annual maintenance and special Assessments provided in or permitted by this Article V are intended to be, or shall be construed to be, dues for membership in the Association.

Section 5.10. Costs and Expenses of Certain Damage. If the Board of Directors determines that any Owner (i) has failed or refused to properly satisfy or discharge any maintenance, repair, care, upkeep, replacement or any other Obligations or duties for which the owner is responsible under this Declaration, or (ii) is responsible for damage to the area of common responsibility which is not covered by insurance, then, if deemed to be necessary or appropriate by the Board of Directors, the Association may provide such maintenance, repair, care, upkeep or replacement or satisfy or discharge any such other obligations or duties at the owner's sole cost and expense. Such cost and expenses shall be increased by all amounts specified in Section 6.03. All such amounts shall be considered to be a special Assessment against the UNIT and the Owners of such UNIT shall be personally responsible and liable for the payment of all such amounts immediately upon notice from the Association, and all such amounts shall become a lien against such UNIT which shall be enforceable by the Association.

Section 5.11. Meetings to Approve Assessments. If the consent or approval of any class of the Members is required for any action under this Article V, then the Board of Directors shall call a meeting of the Members pursuant to the Bylaws for the purpose of considering the consent or approval for such action.

Section 5.12. Uniform Rate for Assessments. Except to the extent that annual maintenance or special Assessments for particular Class A Members may be increased under Section 5.04 or increased or decreased under Section 5.07, all annual maintenance and special Assessments shall be levied at a uniform rate for each UNIT to which Class A membership is appurtenant, except special Assessments pursuant to Section 5.03(b). The Board of Directors may change the pro-rata obligations of any UNIT or the Owners of such UNIT for the purposes of levying annual maintenance or special Assessments, except special Assessments pursuant to Section 5.03(b); only if approved by at least two thirds of the voting power of each class of the Members.

Section 5.13. Commencement of Assessments. The Association shall collect Assessments beginning no later than the date any portion of the Common Area is transferred to the Association. Thereafter, each Class A Member's liability to pay monthly installments of the annual Assessments with respect to a UNIT

shall commence on the date a deed or other conveyance document to the UNIT shall be delivered to the Class A Member, as grantee. The monthly installment for the remainder of the month or, if applicable, the quarter or semiannual or annual period, which includes the date of delivery of the deed or other conveyance document shall be due and payable on the date of such delivery. The first annual maintenance Assessment shall be adjusted according to the number of months remaining in the fiscal year.

Section 5.14. Assessment of Declarants. The Declarant shall not be subject to Assessment by the Association.

Section 5.15. Assessment of Builders. Builders shall be subject to Assessment by the Association.

Section 5.16. Exempt Property. No Assessments of any kind or nature shall be levied by the Association against (i) any portion of the Property and utilities improvements dedicated to and accepted by the local public authority, (ii) all areas unplatted or reserved for future development by this Declaration or the Plat of the Property, and (iii) the Streets, Common Area and Common Facilities.

Section 5.17. Assessments for Multiple UNIT Ownership. Owners of Multiple contiguously joined UNITs shall be assessed as one UNIT. Owners of multiple UNITs not joined contiguously shall be assessed for each UNIT or each contiguous series of UNITs.

ARTICLE VI. ENFORCEMENT OF ASSESSMENTS

Section 6.01. Lien of Assessments. All Assessments with respect to or against a UNIT plus such additional amounts as are specified in Section 6.03 shall be (i) a charge on the land, (ii) a continuing lien upon and against the UNIT, (iii) binding upon such UNIT, and (iv) the continuing joint and several personal obligations and liability of each Person who was an Owner of such UNIT when any portion of such Assessment became due and payable, their heirs, devisees, personal representatives, successors and assigns, which lien shall not be extinguished or diminished by any transfer or conveyance of any UNIT.

The personal obligation of each Member to pay all Assessments levied against his UNIT shall continue for the full statutory period permitted by law, and a suit to recover a monetary judgment for the non-payment of all or any portion of such assessment, including any installment, may be commenced and maintained by the Association without the foreclosure or waiver of any lien created under this Declaration to secure the payment of such Assessment. Any judgment may include all amounts specified in Section 6.03. The Association may commence and maintain an action at law against any Member personally obligated or liable to pay any Assessment and/or may foreclose the lien against any UNIT in the manner now or hereafter provided in the State of Mississippi for foreclosure of mortgages and other liens on real property containing a power of sale provision. Any such foreclosure by the Association shall be subject to the substantive and procedural requirements prescribed by laws of the State of Mississippi applicable to the foreclosure of mortgages and other liens on real property containing the power of sale provisions.

The Association shall have the right to reject partial payments of an Assessment and to demand the full payment of such Assessment. The lien for unpaid Assessments shall be unaffected by any sale or other transfer of the UNIT subject to the Assessment, and the lien shall continue in full force and effect. No Member may waive or otherwise avoid or escape personal liability for payment of any Assessment by abandonment of the members UNIT or by abandonment or release of the Member's rights to the use, benefit and enjoyment of the streets, Common Area and Common Facilities.

If any proceeding to foreclose the lien for any unpaid portion of an Assessment is commenced by the Association with respect to any UNIT then the Board of Directors may require the owners of the UNIT to pay reasonable rent for use of the UNIT and the Association shall be entitled to the appointment of the receiver to collect such rent.

The Board of Directors may post or publish in any prominent location on the Property a list of Members who are delinquent in the payment of any portion of an Assessment or other fees which may be due to the Association, including any installment of an Assessment.

Section 6.02. Assessment Certificate. Upon five days' notice, the Board of Directors shall furnish a certificate signed by an Association officer to any Member liable for the payment of any Assessment or to any other Person having legitimate interest in the payment of such Assessment stating whether or not the Assessment has been paid. The certificate shall be conclusive evidence of the payment of any Assessment stated to have been paid in the certificate. The Board of Directors may require the payment of a reasonable charge for the issuance of a certificate.

Section 6.03. Amount of Lien. Upon the default in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments shall immediately be and become due and payable, unless the Board of Directors shall otherwise direct. In addition to the amount of the unpaid annual maintenance and special Assessments, the following amounts shall be considered to be special Assessments against the UNIT and the owners of such UNIT and shall be subject to the lien of Assessment provided under Section 6.01:

(a) All reasonable cost and expenses of collection, including attorneys' fees, court costs and other costs and expenses relating to the collection or enforcement of the lien of Assessments.

(b) Such late payment charges or fees as shall be established by the Board of Directors from time to time.

(c) Such Association overhead charges as shall be established by the Board of Directors from time to time which reimburse the Association for overhead or indirect costs and expenses incurred to collect unpaid Assessments or to perform or satisfy any obligation or duty imposed upon such Owners under this Declaration.

(d) Interest on or with respect to all amounts specified in this Section 6.03, including the unpaid balance of all Assessments, and such interest shall accrue from the due date until paid in full at the maximum rate of interest permitted by law in the State of Mississippi on loans to the Owners from Persons other than the Association which are in the amount owed to the Association.

Section 6.04. Priority of Lien. The lien to secure payment of an Assessment against a UNIT shall have preference over any other liens, assessments, judgments or charges of whatever nature, except (i) general and special assessments for ad valorem property taxes on or against such UNIT, and (ii) the lien of any First Mortgage on such UNIT made in good faith and for value received and duly filed and recorded prior to the Assessment creating the lien against the UNIT or duly filed and recorded after receipt of a certificate under Section 6.02 stating that payment of the Assessment was current as of the date the First Mortgage was filed for record.

Section 6.05. Subordination to Mortgage. As provided by Section 6.04, the lien against any UNIT to secure payment of any Assessment ("Assessment Lien") shall be subordinate to the lien of any duly filed and

recorded First Mortgage on or against the UNIT made in good faith and for value received, and shall not affect the rights of the holder of any First Mortgage. However, the Assessment Lien shall be subordinate only as to Assessments which have become due and payable prior to the sale or transfer of the UNIT in and to the UNIT pursuant to a foreclosure of any such First Mortgage, or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any such holder of a First Mortgage who acquires possession of such UNIT pursuant to a foreclosure or pursuant to the execution of any deed, assignment or other proceedings or arrangement in lieu of foreclosure, and any purchaser or assignee at a foreclosure sale or any transferee under any deed, assignment or other Proceedings or arrangement in lieu of foreclosure, shall acquire the UNIT free of any claims for unpaid Assessments levied against the UNIT which accrued prior to the time such holder acquires possession of the UNIT or prior to the foreclosure sale or prior to the execution of any deed, assignment or other proceedings or arrangement in lieu of foreclosure, except for claims for a proportionate share of such unpaid Assessments resulting from a reallocation of such unpaid

Assessments among the various UNITS. Moreover, such foreclosure, deed, or other proceeding or arrangement in lieu of foreclosure shall not relieve the holder of the First Mortgage in possession or the purchaser at foreclosure or the transferee under any deed, or other proceeding or arrangement in lieu of foreclosure, from any liability for payment of any Assessments thereafter becoming due, or from the lien created to secure the payment of any such Assessments, and the lien for the payment of such Assessments thereafter becoming due and payable shall have the same effect and shall be enforced in the same manner as provided in this Article VI.

No amendment to this Section 6.05 shall adversely affect the rights of the holder of any First Mortgage on any UNIT or the holder of any indebtedness secured by such First Mortgage, filed for record prior to the amendment being filed for record, unless such holders execute, approve or consent to the amendment. In its sole and absolute discretion, the Board of Directors may extend the provisions of this Section 6.05 to Mortgages not otherwise entitled to the benefits of this Section 6.05.

Section 6.06. Additional Default. Any First Mortgage encumbering a UNIT shall provide that any default by the mortgagor in the payment of any Assessment or any installment of an Assessment shall be default under the First Mortgage. The failure to include such a provision in any First Mortgage shall not affect the validity or priority of the First Mortgage, and the protection extended by Section 6.05 to the holder of the First Mortgage or to the holder of the indebtedness secured by the First Mortgage shall not be altered, modified or diminished by reason of or as a result of any such failure.

Section 6.07. Filing of Notice of Delinquency. If any Owner becomes more than sixty (60) days delinquent in paying any Annual or Special Assessment, the Association may file a Notice of Delinquency in the Land Records of Harrison County, Mississippi, referencing such Owner and the UNIT to which such delinquency applies. As and when such Assessments have been paid, the Notice shall be canceled.

ARTICLE VII. INSURANCE

Section 7.01. Association's Insurance. The Association shall apply for, obtain, pay the costs or premiums of and maintain insurance in such limits and forms and from such companies as the Board of Directors shall consider appropriate, including but not limited to, (i) fidelity bonds with reputable surety companies which protect or indemnify the Association against or from loss resulting from fraud, theft, dishonesty or

other wrongful acts by Persons who have access to the Association's funds, and (ii) contracts of liability, casualty and extended coverage, workmen's compensation, title and other insurance to adequately insure and protect the Association, the Board of Directors, each director and each officer of the Association and the Members from and against liability for personal injury and/or property damage to the general public and other Persons and their assets, and from loss of or damage to all or any portion of the Common Area, the Common Facilities and the Association's other assets from theft, fire and other casualties. The Association is expressly authorized to obtain insurance policies with Co-insurance provisions. All costs, charges and premiums for all insurance authorized by the Board of Directors shall be included in the annual maintenance Assessment.

Section 7.02. Owner's Insurance. Each Owner shall insure his Dwelling and other improvements on his UNIT at all times for full replacement value against losses due to hazards which may be insured or covered under extended coverage provisions, including fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and other hazards, and the Owner shall furnish the Association proof of such coverage. In the event of a loss due to such hazards each owner shall promptly repair, rebuild or restore the damaged or destroyed Dwelling and other improvements from the insurance proceeds or other funds to substantially the same condition as existed prior to the damage or destruction unless otherwise permitted by the Board of Directors.

Each Owner's fire and hazard insurance policy shall contain a waiver of subrogation clause, and each Owner shall furnish the Association with a copy of his insurance policy. By acceptance of a deed or other conveyance document each Owner does irrevocably constitute and appoint the Association as his true and lawful attorney in his name, place, and stead to repair, reconstruct or restore the Dwelling or other improvements in the event the owner fails or refuses to perform such, obligations, and in such event the Association may pay the costs and expenses of such repair, reconstruction or restoration. All such costs and expenses incurred or paid by the Association, including interest on any funds advanced by the Association, or paid to lenders by the Association, and all costs, expenses and charges described in Section 6.03 shall be (i) immediately due and payable to the Association by the Owner, (ii) a charge on the land and a continuing lien against the UNIT, (iii) the continuing personal obligation of each Owner at the time of such damage or destruction and/or at any time during such repair, reconstruction or restoration, and (iv) considered to be a special Assessment against such UNIT.

Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his Dwelling and other improvements, including decorations, furnishings and personal property in or on such Dwelling or other improvements, and his personal property stored elsewhere on his UNIT or the Property, and for his personal liability to Persons which is not covered by liability insurance for all owners obtained by the Association and included in the annual maintenance Assessments.

ARTICLE VIII. AD VALOREM TAXES

Section 8.01. Owners. Each Owner shall be responsible for the payment of and shall promptly pay all ad valorem taxes assessed on or against his UNIT.

Section 8.02. Association. The Association shall pay the ad valorem taxes assessed on or against the streets, Common Area and Common Facilities and the Association's other assets.

ARTICLE IX. PROPERTY RIGHTS

Section 9.01. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the streets, Common Area and Common Facilities which shall be appurtenant to and shall pass with the title to every UNIT, subject to the following provisions:

(a) The right of the Association to levy reasonable admission and other fees for the use of any Common Facilities by the Members and their families and invitees. Any such fees shall be charged on a uniform basis for each Member. No admission or other fees shall be charged or levied for the use of any Streets.

(b) The right of the Association to suspend any Member's voting rights and any Member's rights to use the Common Area and Common Facilities for any period during which any Assessment remains unpaid and for any period not exceeding 60 days for any infraction, breach or violation of any rules and regulations of the Association. The rights of the Members to use the Streets may not be suspended by the Association for any reason whatsoever.

(c) The right of the Association to dedicate or transfer all or any part of the streets, utilities, Common Area and Common Facilities to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the members. No such dedication or transfer shall be effective unless Members representing at least two-thirds (2/3) of the voting power of each class of Members approve or consent to such dedication, transfer, purpose and conditions and an instrument agreeing or consenting to such dedication or transfer executed by Members representing at least two-thirds (2/3) of the voting power of each class of Members has been filed for record. This provision shall not apply to the grant of easements or rights of way which may be done by action of the Board of Directors of the Association as provided in paragraph (g) of this Section.

(d) In accordance with the Articles and the Bylaws, the right of the Association to borrow money to repair, maintain or improve all or any portion of the streets, Common Area and Common Facilities in a manner designed to promote the enjoyment and welfare of the Members. In connection with any such loan the association may subject all or any portion of the Common Area and Common Facilities to the liens of deeds of trust or other security interests. The Association shall not borrow money or subject all or any portion of the Common Area or Common Facilities to the lien of a deed of trust or other security interest unless approved by Members representing at least two-thirds of the voting power of each class of Members.

(e) The right of the Association to take any action permitted by this Declaration as is reasonably appropriate or necessary to prevent a default of any of the Association's obligations or to protect the assets of the Association against or from foreclosure or enforcement of any security interest by a creditor.

(f) The right of the Association to adopt reasonable rules with respect to the use of the Common Area and Common Facilities and to limit the number of invitees who may use any portion of the Common Area and Common Facilities.

(g) The right of the Association to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances to any governmental agency or authority or any utility, the Declarant or any other Person, provided that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the Members to the use, benefit and enjoyment of the Common Area and Common Facilities.

(h) The right of the Association to open or permit the use of all or any portion of the Common Area and the Common Facilities to a wider group of Persons for such purposes and on such basis or conditions as the Board of Directors may from time to time consider appropriate.

(i)) The rights of the Owners to perpetual easements over and upon any of the streets, Common Area and Common Facilities for such portions of their Dwellings that may overhang or otherwise encroach upon any of the streets, Common Area or Common Facilities for (i) support, (ii) necessary repairs and maintenance, (iii) maintenance of reasonable appurtenances to the Dwellings, and (iv) reasonable ingress and egress to and from any Dwelling through and over the streets, Common Area and Common Facilities.

(j) The right of each Member to use the streets, roadways, sidewalks and vehicular parking areas situated upon the Common Area and Common Facilities, provided that each Member shall comply in all respects with all rules and regulations not inconsistent with the provisions of this Declaration which the Board of Directors may from time to time adopt or promulgate with respect to parking and traffic control upon the Common Area and Common Facilities.

(k) The right of the Declarant to dedicate or grant to any governmental authority having jurisdiction over the Property, the streets, roads, parking areas, sidewalks and/or rights-of-way as shown and designated on the Plat. In the event that such streets, roads, parking areas, sidewalks and rights-of-way have not been dedicated by the Declarant, then the Association shall have the right to dedicate such streets, roads, parking areas, sidewalks and rights-of-way to any governmental authority which will accept such dedication and agree to maintain or repair the streets, roads, parking areas, sidewalks and/or rights-of-way as public streets. Such dedication by the Association shall be done only upon approval of at least two-thirds (2/3) of the voting power of each class of members.

(l) The right of the Association to temporarily restrict the use, benefit and enjoyment of certain portions of the Common Area and Common Facilities.

(m) The right of the Association to maintain guarded or electronically monitored gates to restrict or monitor vehicular access to and from the Property.

Section 9.02. Rights Not Subject to Suspension. The Association shall have no authority to either temporarily or permanently suspend any of the rights specified in Section 9.01 (i) and Section 9.01 G) for any reason whatsoever.

Section 9.03. Delegation of Use, In accordance with the Bylaws and subject to such reasonable rules and regulations as the Board of Directors may adopt or promulgate and uniformly apply and enforce, any Member may delegate his rights to the use, benefit and enjoyment to the Common Area and Common Facilities to (i) family members who reside permanently with members, (ii) contract purchasers or tenants under authorized leases who reside on the Property, (iii) Invitees of the Declarant, and (iv) owner's invitees if accompanied by the owner.

ARTICLE X. ARCHITECTURAL CONTROL

Section 10.01. Architectural Review Committee. The Architectural Review Committee shall be the Declarant or a committee appointed by the Declarant until January 1, 2027. The Architectural Review Committee shall be appointed or designated by the Board of Directors in accordance to these covenants after January 1, 2027 or sooner at the sole discretion of the Declarant.

The Architectural Review Committee, once appointed, shall consist of not less than three or more than five individuals who shall be appointed or designated from time to time by the Declarant or later the Board of Directors and may be but are not required to be Members. The members of the Architectural Review Committee shall serve at the pleasure of the Declarant or later the Directors, and may be dismissed with or without cause. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required to make any finding, determination, ruling or order or to issue any permit, consent, approval or disapproval under this Declaration, including this Article X and the approval or disapproval of all or any portion of any Plans, or to recommend that the Declarant or later the Board of Directors adopt any rule or regulation relating to the provisions of this Article X.

Section 10.02. General Requirements. Except for the purposes of proper maintenance and repair, no buildings shall be commenced, erected, constructed, or permitted to remain on any portion of the Property, including any UNIT, until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee. The Builder or Owner, at its expense, shall complete and submit to the Architectural Review Committee two complete sets of Plans for review by the Architectural Review Committee. The plans shall provide for a first class structure, workmanship and materials and, if requested by Architectural Review Committee, shall include:

(a) building plans at a reasonable scale and building specifications, which shall include, but not limited to, the location, nature, shape, height, materials, color and finish of materials, type of construction, floor plans and elevations, details of exterior walls construction and other exterior features, gross square footage and other characteristics of the improvements and other information required or specified by the Architectural Review Committee;

(b)) a site plan at a reasonable scale which shall show the location of all:

- (i) Improvements;
- (ii) Pedestrian walkways, vehicular circulation and parking areas, and;
- (iii) Proposed house, grade, and drainage patterns for the UNIT;

(c) landscape plan;

(d) a statement by the Builder or Owner's architect and engineer or, if none, by the Builder or owner that the proposed construction complies with all applicable building and zoning codes and regulations and this declaration, including all building codes, and;

(e) a construction time table or schedule, including anticipated completion date;

The Architectural Review Committee may require whatever it deems necessary of the Builder or Owner in order to properly review plans including, but not limited to, the items listed above. This in no way implies that the Architectural Review Committee must require all of the items listed above from each Builder or Owner. It may require more or less. It is the responsibility of the owner/builder to obtain the current set of rules and regulations ("Architectural Design Guidelines") that are adopted by the Architectural Review Committee.

Until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee, no Builder or Owner shall construct any buildings, walk or driveways on any UNIT nor may they begin any clearing or site preparation.

Section 10.03. Review Process. Within 30 business days after receipt of all of the Plans, the Architectural Review Committee shall review the Plans and shall either approve or disapprove all or any portion of the Plans. Written notice of such decision shall be given to the Owner or other builder, and such notice shall specify the reasons for any disapproval. The Architectural Review Committee's right to disapprove the Plans shall be limited to (i) the failure of the Owner or other builder to include information required by, or otherwise satisfy the requirements of, this Article X or other provisions of this Declaration, (ii) objections to the design, general massing, color, materials or development of any proposed building or improvement which the Architectural Review Committee determines to be incompatible with the existing or surrounding structures on, or the topography and conformity with the design concept of or for, the Property, (iii) objections that the Plans do not provide for first-class structure, workmanship or materials, (iv) failure to provide a landscape plan which is consistent with the quality, development or design of the Property, or (v) any other reason or reasons which are not arbitrary or capricious, including, but not limited to, aesthetic considerations.

If any portion of the Plans are not approved, the Owner or other builder shall amend and modify the Plans to conform to the requirements of, and to cure any objections made by, the Architectural Review Committee for review and approval or disapproval. The Architectural Review Committee's right to disapprove the amended and modified Plans shall be confined to (i) the portion of the Plans not previously approved, (ii) new matters not disclosed by or included in the Plans previously submitted, or (iii) matters which do not satisfy the requirements of this Article X or other provisions of this Declaration.

If the Owner or other builder desires to materially modify or change the Plans after approval of the Plans, but not including modifications or changes of or to the interior design, then the Owner or other builder shall submit two complete copies of such proposed changes to the Architectural Review Committee for review and approval or disapproval.

If the Architectural Review Committee shall fail to approve or disapprove the Plans, amended and modified Plans and/or proposed modifications or changes to the Plans within 30 business days after receipt of the Plans, then such approval shall not be required, and the Plans, amended or modified Plans or proposed modifications or changes to the Plans will be deemed to have been approved by the Architectural Review Committee. However, in the event litigation is in progress concerning the plans or objections thereto, this paragraph shall not be effective and such approval shall only be obtained by agreement or by Order of the Court.

The decisions of the Architectural Review Committee shall be final. The decision of the Declarant or later the Board of Directors shall be final.

The Builder or Owner will be responsible for the payment of reasonable charges established by the Declarant or Architectural Review Committee, from time to time for the Architectural Review Committee's review of the Plans or amendments, modifications or changes to Plans. The Architectural Review Committee shall retain one copy of the Plans as approved or disapproved in the Association's permanent records and/or a letter approved from Architectural Review Committee and shall return to the Owner or other builder one copy of the Plans, as approved, marked or stamped with such approval.

Section 10.04. Building Codes. In addition to the provisions in this Article X, the Owner or Builder shall comply with all applicable building codes, regulations and standards. Approval of plans by Architectural Review Committee does not exempt the Owner or Builder from compliance. When approved plans are in

excess of the applicable building codes, regulations and standards the Architectural Review Committee's approval shall supersede.

Section 10.05. Disclaimer. The Board of Directors, the Architectural Review Committee, each director and each officer of the Association, each member of the Architectural Review Committee and the Association and, if applicable, the Declarant shall not be liable to any Owner or to any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner or other Person arising resulting from or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities, whether given, granted or withheld. No approval of Plans and no publication of architectural standards or bulletins shall be construed either to represent, guarantee or imply that such Plans or architectural standards will result in a properly designed Dwelling or other improvement, or to represent, guarantee or imply that any Dwelling or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of the right of the Architectural Review Committee to approve or disapprove all or any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

Section 10.06. Rules and Regulations. The Architectural Review Committee, from time to time may (i) adopt and promulgate such rules and regulations regarding the construction or alternation of any structure or improvement and the form and content of Plans to be submitted to the Architectural Review Committee for review and approval or disapproval, and (ii) publish and/or file for record such statements of policy, standards, guidelines, and establish such criteria relating to architectural styles or details, colors, size, setbacks, material or other matters including the use and application of fertilizers, pesticides and other chemicals, and the preservation of such aesthetic values and characteristics and amenities, as may be considered necessary and appropriate. No such rules, regulations, statements or criteria shall be construed as a waiver of any provision of this Article X or any other provision or requirement of this Declaration.

Section 10.07. Limitations. Construction in accordance with approved Plans shall be commenced within six months after approval, whether by affirmative action or by forbearance from action, and shall be substantially completed either within 1 year after construction commences, or within such other period as the Architectural Review Committee shall specify in the approval of the Plans. If construction is not commenced or is not completed as required in this Section 10.07, then approval of the Plans shall be conclusively deemed to have lapsed and compliance with the provisions of this Article X shall be required again.

Section 10.08. Parking Requirements. All buildings and other structures and improvements shall be designed, located and constructed so that all vehicles entering upon any UNIT shall be parked, maneuvered, loaded or unloaded entirely or completely on such UNIT. All driveways and parking areas shall be equivalent to or better than concrete, unless otherwise approved by the Architectural Review Committee. No parking on Streets shall be permitted.

Section 10.09. Detached Garage's, Storage Areas, Workshops. All detached buildings must be approved by the Architectural Review Committee. Setbacks for approved building's to be determined by the Architectural Review Committee, provided however, that the setbacks will not violate existing local government regulations. Any detached building is to be constructed in the same workmanship like manner as the residential dwelling, and requirements for approval are set forth in Section 10.02.

Outside storage areas may be required by the Architectural Review Committee to be fenced or screened to provide substantial screening to a minimum height of six feet and, unless otherwise approved by the Architectural Review Committee, a maximum height of eight feet. The location of all storage areas and the design, placement and materials of fences or screens must be approved by the Architectural Review Committee which may require storage areas to be located on the side of or behind the buildings.

The provisions of this Section 10.09 shall also apply to all trash or garbage storage, mechanical and similar or other storage buildings and structures not directly connected to the Dwelling or main building structure. Metal buildings are prohibited. Trash or garbage storage areas are required and must be of an adequate size and proportional to the building on the UNIT.

Section 10.10. Landscape Requirements. Unless otherwise approved by the Architectural Review Committee, the required landscape plan shall provide for detailed landscaping of the entire UNIT, except the portion of the UNIT occupied by building structures, driveways, walks and other improvements.

Section 10.11. Utility Lines. All telephone, electrical, cable television and other similar lines located outside and between any building and any power transmission or other lines shall be underground and shall conform to existing electrical codes.

Section 10.12. Drainage Requirements. Each Owner and Builder is obligated and required to find and understand the established drainage waterways adjoining his UNIT and to provide appropriate drainage and/or drainage structures to ensure that no drainage way will be restricted, obstructed, or adversely impacted. The Owner or Builder shall develop the UNIT to direct as much drainage as possible away from the UNIT into the street and/or drainage easements and shall impact, as little as possible, any adjacent UNITS with his drainage.

Section 10.13. Signs. Except as permitted by Article XIII, no sign of any kind shall be exhibited in any way on or above any part of a UNIT. See Architectural Design Guidelines.

Section 10.14. Building Sizes, Locations and Setbacks. Exclusive of porches and garages, the living area of the Dwelling, main house or residential structure constructed on a UNIT shall have not less than the following square feet of heated and cooled living area:

The dwelling size for UNITS A-G, shall be not less than _____ square feet in enclosed heated and cooled space. No Dwelling or other residential building shall be erected on any UNIT nearer than 30 feet from the front or 25 feet from the rear UNIT line and 10 feet from the side UNIT line. No Dwelling or other residential building shall be erected on any UNIT on the corner of any Street nearer than 30 feet from the UNIT line adjoining or abutting any Street. However, given that many of these setback requirements exceed city regulations for the zoning district in which this project lies, the Architectural Review Committee reserves the right in its sole discretion to vary from these setbacks for individual houses as it sees fit, provided however, that the variance will not violate those existing city regulations for setbacks.

Due to the natural terrain, UNIT configurations and/or proximity of adjacent structures, the enforcement of setback requirements in this Section 10.14 may be impossible or inadvisable. Therefore, the Architectural Review Committee may approve and permit specific deviations to such setback requirements if determined by the Architectural Review Committee to be beneficial to a specific homesite or to adjacent homesites.

Section 10.15. Topography and Vegetation. Without the prior written approval of the Architectural Review Committee, the topography and vegetation characteristics of the Property shall not be altered by removal, reduction, cutting, excavation or any other means. The Architectural Review Committee may withhold such approval until submission and acceptance of a plan designed to protect the Property from damage or pollution from erosion, pesticides or the seepage of fertilizer or other materials. The Architectural Review Committee will approve a minimum amount of earth movement and vegetation reduction required in approved Plans.

Section 10.16. Tree Removal. No trees, bushes or underbrush of any kind may be removed without the prior written approval of the Architectural Review Committee. Provided that an adequate buffer can be maintained on each side of a UNIT, generally approval will be granted for the removal of trees located near the Dwelling or accessory buildings or near the approved site for the Dwelling or accessory buildings, unless such removal will substantially decrease the beauty or the aesthetic characteristics of the UNIT or the Property, in the sole judgment of the Architectural Review Committee.

Section 10.17. Sidewalks. No sidewalks paralleling the street are permitted unless approved by Architectural Review Committee.

Section 10.18. Fences. The Architectural Review Committee has developed a limited number of fence designs to be used in Shallow Point. Those designs may be obtained from the Architectural Review Committee.

Section 10.19. Pier and Curtain Wall Type Foundations. All dwellings constructed on any UNIT with a pier and curtain wall type foundation shall have a curtain wall extending around the entire house. No concrete or wood block curtain walls will be permitted. Only stone or brick masonry curtain walls will be permitted.

Section 10.20. Mailboxes. All mailboxes must be located and constructed exactly to the design and specifications provided by the Architectural Review Committee, which may include a central mail collection facility.

Section 10.21. Architectural Design Guidelines. The Declarant has established Architectural Design Guidelines to provide owners, architects, landscape architects, designers and contractors with parameters for the preparation and approval of designs, drawings and specifications. The Architectural Review Committee shall use the Architectural Design Guidelines as a basis for review of all plans and construction in Shallow Point DEVELOPMENT. The Architectural Design Guidelines are incorporated as a separate document provided to owners and contractors for their use in proper design, submission and construction of plans. Should there be conflict between the Declaration and the Architectural Design Guidelines, then the most restrictive shall supersede, unless decided otherwise by the Architectural Review Committee. The Architectural Design Guidelines may be amended, modified, edited, updated or changed at any time by the Declarant at his sole discretion without notice.

ARTICLE XI. COMMON AREA -- GREEN SPACE

Section 11.01. Intent. The Declarant intends that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence at the Property be maintained and enhanced by designation of certain areas of the Common Area as "Green Space" in this Declaration and

on the Plat. 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 adopted and promulgated by the Association. The Declarant and the Association shall have the right, but not the obligation, to (i) erect wildlife feeding stations, (ii) plant small patches of vegetation or other cover and food crops for wildlife, (iii) make access trails or paths or boardwalks through the Green Space and the Common Area to permit or facilitate observation and study of wildlife, hiking, and riding, (iv) erect small signs throughout the Green Space designating points or areas of interest and attraction, and (v) take such other appropriate action to promote the community use, benefit and enjoyment of the Green Space. The Declarant and the Association shall have the right, but not the obligation, to protect the Green Space and other portions of the Common Area (i) by planting trees, plants, and shrubs where and to the extent appropriate or necessary, or (ii) by construction and maintenance of siltation basins or other erosion control activities or improvements considered appropriate or necessary. The Declarant and the Association shall have the right, but not the obligation, to provide and insure adequate drainage facilities in the Green Space and the Common Area, and to cut fire breaks, remove diseased, dead and dangerous trees and conduct other similar activities. The costs and expenses of such activities, services, improvements, landscaping, maintenance, repair and construction shall be included in the annual maintenance Assessments.

Section 11.02. Water Area. Any pond, lake, pool and fountain located on Common Area is considered Common Facilities and part of the Common Area. Water levels for any water area are at the sole determination of the Declarant and thereafter the Board of Directors.

ARTICLE XII. EASEMENTS

Section 12.01. Utility Easements. The Declarant, the Association, and each utility providing service to the Property shall have and is granted or reserved non-exclusive easements and rights-of-way in, through, across, on, over, and under the portions of the Property which are not improved with Dwellings, buildings or other structures, including full rights of ingress and egress, for the installation, operation, use, maintenance, repair and removal of utilities and drainage facilities and floodway easements located in utility or drainage easements as shown and designated on the Plat, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage facility.

The Declarant shall have non-exclusive easements and rights-of-way in, through, across, on, over and under the portion of the Common Area which is not improved with buildings or structures to store building supplies and materials, install, construct, maintain, reconstruct and repair sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and any related improvements or appurtenances and for all other purposes reasonably related to the completion of services to any portion of the Property. At the Declarant's request, the Association shall from time to time execute, acknowledge, and deliver to the Declarant such documents as the Declarant considers necessary to implement the provisions of this Section 12.01.

The reservations and rights in this Section 12.01 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any grading of the soil, and (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility installation, repair and maintenance and to maintain reasonable standards of health, safety and appearance.

Section 12.02. Damage from Ingress and Egress. Any entry by the Declarant, the Association, or any utility upon any UNIT for the purposes permitted or contemplated by this Article XII shall be made with as little inconvenience to the Owner as reasonably practical, and all physical damage to any UNIT or improvement on a UNIT resulting from or caused by such entry shall be promptly repaired and restored.

Section 12.03. Maintenance and Support Easements. Where Dwellings are permitted or are in close proximity to the boundaries of a UNIT, the Common Area and Common Facilities on each UNIT and Dwelling on such UNIT shall be subject to irrevocable easements for the benefit of the Association and the Owners of the adjoining UNITs and abutting Dwellings for (i) drainage, (ii) the maintenance and unobstructed and uninterrupted use of any and all pipes, ducts, flutes, chutes, conduits, cables and wire outlets and utility lines, (iii) maintenance and lateral support of adjoining and abutting buildings and improvements, (iv) such portions of any building or improvement that may overhang a UNIT or any portion of the Common Area and Common Facilities, and (v) the walks and sidewalks serving such adjoining and abutting areas.

Section 12.04. Ingress and Egress Easement. Declarant hereby assigns to the Association for the benefit of the Owners of all UNITs in Shallow Point, all of his right, title and interest in and to that certain perpetual non-exclusive easement for ingress and egress over and across the private streets and drive running through Shallow Point as shown on the DEVELOPMENT plat of Shallow Point. Said easement shall be Common Area and shall be conveyed by the Declarant to the Association and which easement shall be maintained by the Association for the use, benefit and enjoyment of the Owners of UNITs in Shallow Point and the Members of the Association.

ARTICLE XIII. USE AND OTHER RESTRICTIONS AND REQUIREMENTS

Section 13.01. Use of UNITs and Dwellings. Except (i) for the activities of a Owner or other builder during the construction and development of a UNIT or the Common Area or Common Facilities, (ii) for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration or pursuant to the approval of the Architectural Review Committee, (iii) as may be necessary or appropriate in connection with reasonable and necessary repairs or maintenance to any Dwelling or other improvements on a UNIT, the Common Area or the Common Facilities, and (iv) as permitted by Section 13.10, each UNIT and Dwelling shall be used for residential purposes only, and no trade and business of any kind or nature may be conducted on or in such UNIT or Dwelling. However, the use of a portion of a Dwelling as an office by the Owner or his tenant shall not be considered to be a violation of this Section 13.01 if such use does not create regular or continual customer, client, or employee traffic. In no event shall any UNIT or Dwelling or other improvements on a UNIT be used as a storage area for any building contractor except for the Declarant and as specifically permitted by this Declaration.

Section 13.02. Lease of Dwelling. The lease or rental of a Dwelling for residential purposes by a member shall not violate Section 13.01 if (i) the entire Dwelling and all the improvements on the UNIT are leased, (ii) the term of the lease is at least 12 months, (iii) the lease otherwise complies with the rules and regulations adopted and promulgated from time to time by the Board of Directors, and (iv) the lease is subordinate and subject to this Declaration and is in writing. Prior to commencement of any lease term, the Owner shall provide the Association and Management Agent, if any, with copies of the lease.

Section 13.03. Exterior Appearances. No chainlink fences shall be permitted within the Property unless approved by Architectural Review Committee. No foil or other reflective materials, canopies or awnings

shall be permitted on or over windows without prior approval from the Architectural Committee. No projections of any type shall be placed or permitted above the roof of any improvement except chimneys or vents or other objects approved by the Architectural Review Committee. All fences erected on any portion of a UNIT located in any phase of the Property or Additional Property shall be subject to approval of the Architectural Review Committee as to location, design, quality, appearance, height and material.

As required by Section 10.09, each owner shall provide a screened area to serve as a service yard and a storage area for trash or garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clothesline, and other similar or unsightly objects in order to conceal such objects from view from the roads and adjacent UNITs and the Common Area. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Architectural Review Committee prior to construction. Trash or garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

Section 13.04. Signs. The Architectural Review Committee shall establish standards for signs in the Architectural Design Guidelines. No other signs are permitted on UNITs other than those permitted in the Architectural Design Guidelines. The restrictions of this Section 13.04 shall not apply to the Declarant. The Declarant shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within easement areas established by this Declaration.

Section 13.05. Other Buildings and Vehicles. No tent, trailer, barn or other similar outbuilding or structure shall be temporarily or permanently placed or maintained on any UNIT or on any other area of the Property without prior approval of the Architectural Review Committee. No mobile home shall be temporarily or permanently placed or maintained on any UNIT or any other area of the Property. Each Owner shall provide parking for at least two automobiles for each Dwelling owned or maintained by such Owner. All Dwellings must contain enclosed garages adequately screened from street views unless otherwise approved by the Architectural Review Committee. When not in use, all garage doors shall be kept closed. To the extent possible, all automobiles owned or used by owners or occupiers of a UNIT, except temporary guests and visitors, shall be parked in enclosures which screen the automobile from street view. The Board of Directors shall have the authority to adopt and promulgate rules and regulations to govern or to prohibit the outside storage or parking on any UNIT, within any Dwelling or other structure or on any portion of the Common Area of motor homes, tractors, trucks, commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, motorcycles, motorized bicycles, motorized go-carts, ATV' s, golf carts or any other similar related forms of transportation vehicle or device, except pickup trucks with a current license plate. The Board of Directors may at any time prohibit motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, ATV' s, golf carts and/or other similar vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. No Owner or other occupant of any UNIT shall repair or restore any vehicle of any kind on any UNIT, within any Dwelling or other structure or on any portion of the Common area, except (i) within enclosed garages or workshops, or (ii) for emergency repairs but only to the extent necessary to enable the movement of such vehicle to a proper repair facility.

Section 13.06. Unsightly Conditions and Nuisances. Each owner and his tenants have the responsibility to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his UNIT which may tend to substantially decrease the beauty or aesthetic characteristics of any portion of the Property, including the UNIT, and is obligated to maintain and service all grass and landscaped areas on his UNIT and maintain the area of the Street and right-of-way abutting his UNIT in a clean condition.

No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate or remain upon any UNIT or other portion of the Property. No nuisance or odors shall be permitted to exist, operate or remain upon or arise from any UNIT or any other portion of the Property which are unsanitary, unsightly, offensive or detrimental to Persons using or occupying any other portion of the Property. No noxious or offensive activities shall be permitted or conducted in or on any UNIT or Dwelling or any portion of the Common Area or Common Facilities. Each Owner, his family, Invitees, and all other Persons shall refrain from any act or use of a UNIT, the Dwelling or other structures on the UNIT or the Common Area, including Common Facilities, which might cause disorderly, unsightly or unkempt conditions or which might cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property or which might or would result in a cancellation of any insurance for any portion of the Property or which would be in violation of any law, governmental code or regulation. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, bells or other sound devices used exclusively for such purposes shall be permitted. Any Owner or other Person who dumps or places, or permits his family or Invitees to dump or place, any trash or debris upon any portion of the Property shall be liable to the Association for all costs and expenses for the removal of such trash or debris incurred or paid by the Association which shall be payable immediately upon demand by or from the Association and shall be considered to be a special Assessment against the UNIT.

Each UNIT must be landscaped at the time the Dwelling is constructed and must have grass growing on such UNIT within one month after the completion of the constructed Dwelling. The line of sight at intersections will not be violated by any visual barrier of any nature which extends over thirty inches (30") high in an area bounded by a line connecting any point or points as may lie fifty feet (50') in any given direction from a given intersection.

Section 13.07. Antenna. No television antenna, satellite dish, radio receiver or similar device, tower or pole shall be attached to or installed on any UNIT or any Dwelling or other structure on the UNIT or any portion of the Property, unless expressly approved in writing by the Architectural Review Committee. The Architectural Review Committee may but is not obligated to promulgate rules and regulation concerning television, radio, and computer signal reception. Any approved exterior mounted signal receiver, antenna, dish, etc., shall be appropriately mounted, screened and camouflaged as directed by the Architectural Review Committee. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any UNIT which may unreasonably interfere with reception of other signals within the Property. The Declarant and the Association shall have the right, but not the obligation, to install, operate, maintain and repair equipment necessary for master antenna, cable television, mobile radio, security system or other similar systems within the Property.

Section 13.08. Lights. The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither the lighting fixtures nor any other illumination devices, including Christmas ornaments, located anywhere on the Dwelling or other structure or grounds of any UNIT shall be located, directed or of such intensity to adversely affect the nighttime environment of any adjoining UNIT or any portion of the Common Area.

Section 13.09. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked, or pastured on any UNIT or any portion of the Common Area, except dogs, cats, birds or other household pets for noncommercial purposes and which are kept in Dwellings and are not a source of annoyance or a nuisance to the Property or any Member. The Board of Directors shall have the right, but not the obligation, to prohibit or bar certain dogs or breeds of dogs or other household pets from any UNIT or Dwelling or other structure on the UNIT or any portion of the Property. Pets shall be attended at all times

and shall be registered, licensed and inoculated as required by law. Pets shall not be permitted upon the Common Area unless accompanied by an adult individual and either carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets from time to time as considered necessary or appropriate, including more or less restrictive "leash" regulations.

Section 13.10. Sales and Construction Activities. The Declarant is expressly permitted and authorized to maintain and conduct such facilities and activities as may be reasonably appropriate, necessary, required, convenient or incidental to the construction, completion, improvement and sale of UNITs and/or Dwellings or the development of UNITs, Dwellings and other improvements, the Common Area, the Common Facilities and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers, offices and other structures or other improvements. The location of any construction trailers of any Owner or other builder shall be subject to the Declarant's approval. The right to maintain and conduct such facilities and activities specifically includes the right to use Dwellings as model residences, as offices for the sale of UNITs and/or Dwellings, and for related activities. The Declarant is expressly permitted and authorized to use, stock, maintain, locate, store and place on any portion of the Property any and all equipment, tools and vehicles as may be reasonably appropriate, necessary, required, convenient or incidental to such construction, improvement, completion, sale or development, including, but not limited to, construction equipment and construction machinery, machines, and vehicles.

Section 13.11. Time Sharing & Short-Term Rental. No UNITs or Dwellings shall be sold, assigned or leased under any time sharing, time interval or right-to-use programs or investments. Lease of property shall be in compliance with Section 13.02.

Section 13.12. Trespass. Whenever the Association and/or the Declarant is permitted by this Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, including "perform obligations" or duties imposed on any owner under this Declaration, then entering any UNIT or any portion of the Property for such purposes and taking such action shall not be or be deemed to be a trespass.

Section 13.13. Subdivided. No UNIT shall be subdivided or its boundary lines changed, except with the written consent of the Declarant. If the Declarant owns any UNITs subject to the Declaration, the Declarant expressly reserves the right to replat any UNIT or such UNITs owned by the Declarant and to take such other action as may be reasonably appropriate, convenient or necessary to make such replotted UNIT or UNITs suitable for use as a building site for a Dwelling, including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of such replotted UNITs.

The provisions of this Section 13.13 shall not prohibit an Owner of two or more contiguous UNITs from combining such UNITs into one larger UNIT or prohibit the owner of three or more contiguous UNITs from combining such UNITs into fewer UNITs, provided that each of the resulting UNITs are larger and contain a minimum UNIT square footage equal to or greater than the original square footage of the UNIT having the least square footage before such UNITs were combined. Thereafter, only the exterior boundary lines of the resulting larger UNIT or UNITs shall be considered in the interpretation of this Declaration. This is subject to review and approval by Declarant.

Section 13.14. Certain Construction Rights. The Declarant expressly reserves the right, but the Declarant shall not be obligated, to build bridges or walkways across any natural or man made Areas in, on or abutting or contiguous to the Property.

Section 13.15. Easement Interference. No structure, planting or other material shall be placed or permitted to remain upon any UNIT which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, diminish, obstruct, or retard the direction or flow of surface water runoff in any drainage easement, swale or channel.

Section 13.16. Certain Controls. To implement effective and adequate erosion controls and to protect the beauty and grandeur of the Common Area, the Declarant and Association shall have the right, but not the obligation, to enter upon any UNIT or Common Area before and after a building or other improvement has been constructed on such UNIT or Common Area to perform any grading or landscaping work or to construct and maintain erosion prevention devices. Prior to exercising its rights under this Section 13.16, the Declarant or, if applicable, the Association shall permit the Owner of the UNIT to perform such corrective actions required by giving the owner a written notice stating the type of corrective action required to be performed and the date by which such corrective action must be completed. If the Owner fails to perform the specified corrective action by such date, then the Declarant or, if applicable, the Association may then exercise the rights under this Section 13.16 to enter in upon the UNIT to perform such corrective action. The costs and expenses of such erosion prevention measures when performed by the Association, such costs shall be considered to be a special Assessment against the UNIT and the Owners of such UNIT.

To implement effective insect, reptile, and fire ant control, and vegetation and trash control, the Declarant or the Association have the right, but not the obligation, to enter upon any UNIT on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, removing trash or dispensing pesticides on such UNIT if the Declarant or the Architectural Review Committee determines that the UNIT distracts from the overall beauty, aesthetic characteristics or safety of any portion of the Property. Such control shall not be performed by the Declarant or the Association until 30 days after written notice of the need for such control has been given to the owner and the owner has failed to perform such control within the 30 days. The costs and expenses of such control when performed by the Declarant or, if applicable, the Association shall be paid immediately upon demand by the owner and, if performed by the Association, such costs shall be considered to be a special Assessment against the UNIT and the Owners of such UNIT.

This Section 13.16 shall not be construed as an obligation of the Declarant or the Association to (i) mow, clear, cut or prune, (ii) provide garbage or trash removal services, (iii) perform any grading or landscaping work, (iv) construct or maintain erosion control or prevention devices, or (v) provide water pollution control, on, to or for any UNIT or property not owned by the Declarant or the Association. The entering upon any UNIT pursuant to the provisions of this Section 13. 16 shall not be or be deemed to be trespass.

Section 13.17. Water Wells and Septic Tanks. No water wells or septic tanks shall be permitted on any UNIT. Plans shall be approved by the Architectural Review Committee unless such Plans provide that the UNIT will be served by the water and sanitary sewer system serving the Property. This restriction shall not prevent the Declarant from designating any part of the Additional Property for the purpose of developing a community water and sewer system to serve the Property or other real property developments in close

proximity of or to the Property or dedicating such part of the Property to a governmental authority or company for the purpose of developing a water and sewer system to serve the Property.

Section 13.18. Reconstruction after Fire or Other Casualty Loss. If a Dwelling is partially or completely destroyed by fire or other casualty, then, as required by Section 7.02, the Owner of such Dwelling shall promptly clear the UNIT or restore or reconstruct such Dwelling, at his own expense, in accordance with the original Plans or with such other Plans as may be approved by the Architectural Review Committee upon the request of such Owner.

Section 13.19. Vacant UNIT Maintenance. Each Owner shall be responsible for the proper seeding, fertilization, watering, mowing, removal of litter and maintenance of any UNIT which is vacant or undeveloped. If fill is placed on the UNIT and the construction of the improvements is not promptly commenced and completed, then the owner will be required to maintain such UNIT so stated in the preceding sentence.

Section 13.20. Streets. The streets shall be private streets owned by the Association. At the time plats are filed for record, the Declarant shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Streets. After completion of construction on a substantial number of the Dwellings in a particular area or on a particular Street, the Declarant shall cause the construction of such Street to be completed by overlaying the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

Section 13.21. Gates. The Declarant has constructed gates at the entrances to the Property. The gate shall be of a type or style which Owners can open or close by use of a remote control or other device or mechanism. So long as the Declarant continues to own land or UNITs in the Property, the Declarant shall control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. At such times as the Declarant no longer owns land or UNITs, or sooner if the Declarant desires, control of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Declarant makes no representation or warranty concerning any matter of security or safety of the Property. By acceptance of a deed or other conveyance of a UNIT, each Owner releases the Declarant from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

Section 13.22. Motor Vehicles. No motor vehicles including, but not limited to trail bikes, ATV's, golf carts, motor cycles and dune buggies, shall be driven upon driveways, cul de sacs or parking areas except as a means of ingress and egress to a Street; no motor vehicles of any kind shall be driven on pathways, trails or Common Areas except such vehicles as are authorized by the Declarant or Association as needed to maintain, repair or improve the Common Area.

Section 13.23. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any portion of the UNIT exterior of the Dwelling except as approved in writing by the Association.

Section 13.24. Trash Burning. Trash, leaves and other similar material shall not be burned without the written consent of the Association.

Section 13.25. Sports Equipment. No sports or athletic equipment shall be placed on any UNIT or Dwelling without the approval of the Architectural Review Committee.

Section 13.26. Use of Firearms. No guns, firearms or weapons of any kind including, but not limited to, BB and pellet guns, and no bows and arrows or other weapons shall be allowed on any Street or Common Area.

Section 13.27. Rules. From time to time the Board of Directors shall adopt general rules, including but not limited to, rules to implement the provisions in this Article and such rules as are required herein. Such general rules may be adopted or amended by two-thirds vote of the Board, following a hearing for which notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 13.28. Exceptions. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this Article.

The Declarant or his assigns, who is engaged in developing or improving any portion of the Property, shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection, and maintenance or directional and promotional signs and conduct of sales activities, including maintenance of a model Dwelling. Such exemption shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Property.

ARTICLE XIV. ENFORCEMENT OF DECLARATION

Section 14.01. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any UNIT, violates any provision of this Declaration, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any UNIT, to abate or remove such structure or other improvement at the cost and expense of the Owners of the UNIT where such structure or improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owners within 30 days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Section 6. 03. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person for any period of time to enforce any provision of this Declaration shall not be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

Section 14.02. Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any Person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable to any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of an owner under this Declaration or otherwise specified in this Declaration, including Section 6.03, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association and each owner by acceptance of a deed or other conveyance document to a UNIT, waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy. Further, the Declarant, the Association, and each owner by acceptance of a deed or other conveyance document to a UNIT, agrees to the issuance of an Order of Injunction by the Chancery Court of Harrison County, Mississippi, upon notice required by the Mississippi Rules of Civil Procedure, in the event of a violation of these covenants or the Design Guidelines contemplated hereby.

ARTICLE XV. GENERAL PROVISIONS

Section 15.01. Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, for an initial term of thirty (30) years. After such date this Declaration shall be automatically extended for the successive periods of ten (10) years unless a Supplement signed by a majority of the Owners in interest has been properly filed for record to abolish or terminate all or a substantial portion of this Declaration at least one year prior to the effective date of such abolishment or termination.

Section 15.02. Amendments. Notwithstanding Section 15.01, this Declaration may be amended, modified and/or changed either (i) by the Declarant during the term of his natural life, or (ii) thereafter by Owners of at least 66% of the UNITS.

Section 15.03. Interpretation. The provisions of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

Section 15.04. Severability. Invalidity of any provision of this Declaration by judgment or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

Section 15.05. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 15.06. Notice to Owner. Any notice required to be given to any owner under the provisions of this Declaration shall be deemed to have been properly delivered when delivered to the Dwelling of, or deposited in the United States mails, postage prepaid, addressed to the last known address of, the Person who appears as Owner on the records of the Association or, if applicable, the Declarant at the time of such notice is delivered or mailed.

Section 15.07. Successors of Declarant. All or any portion of any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration may be assigned and transferred exclusively by the Declarant with or without notice to the Association.

Section 15.08. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any UNIT, any deed, any assignment or other conveyance document purporting to effect such transfer shall contain a provision incorporating the provisions of this Declaration by reference. However, failure to include such provisions shall not cause the UNIT not to be subject to this declaration.

Section 15.09. No Dedication to Public Use. No provision of this Declaration shall be construed as a dedication to public use or as an acceptance for maintenance of any streets, Common Area or Common Facilities by any public agency or authority or by any utility, or shall be interpreted as imposing upon any public agency or authority or on any utility any responsibility or liability for the maintenance or operation of any portion of the streets, Common Area or Common Facilities.

Section 15.10. First Mortgagee Notice and Right to Cure. No suit or other proceeding may be brought to foreclose the lien for an Assessment except after 10 days written notice to the holder of the First Mortgage encumbering the UNIT which is the subject matter of such suit or proceeding.

Any holder of a First Mortgage of any UNIT may pay any taxes, rents, utility charges or other charges levied against the Common Area or Common Facilities which are in default and which may or have become a charge or lien against any of the Common Area or Common Facilities, and may pay any overdue premiums on any hazard or liability insurance policy, or secure new hazard or liability insurance coverage on the lapse of any policy, relating to the Common Area or Common Facilities. Any holder of a First mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.

Section 15.11. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and the singular shall include the plural.

Section 15.12. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

Section 15.13. Conflict. In all cases where the Governing Documents may be found to be in conflict with any statute, the statute shall control. In the event of conflict among two or more Governing Documents, each of the following Documents shall govern the Documents listed thereunder:

- (a) Declaration,
- (b) Charter,
- (c) Bylaws,
- (d) Resolutions of Board of Directors.

ARTICLE XVI. DECLARANT'S RIGHTS AND RESERVATIONS

Section 16.01. Declarant's Rights and Reservations. No provisions in the Charter, the Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the right of the Declarant to (i) subdivide or resubdivide any portions of the Property, (ii) complete or alter improvements or refurbishment¹s to and on the Common Area, Green Space or any portion of the Property owned by the Declarant, or (iii) alter the construction plans and designs, or construct such additional improvements or add future phases as Declarant deems advisable during development of the Property. Such right shall include, but shall not be limited to the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Declarant's business or completion of the work and disposition of the UNITs by sale or otherwise. Each Owner by accepting a deed or other conveyance document to a UNIT, hereby acknowledges that the activities of the Declarant may temporarily or permanently, constitute an inconvenience or nuisance to the owners, and each Owner hereby consents to such inconvenience or nuisance.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Declaration to be duly executed on the date first mentioned above.

John R. Fayard, Jr.
John R. Fayard, Jr.

STATE OF MISSISSIPPI
COUNTY OF ~~HARRISON~~ Jackson

Personally appeared before me, the undersigned authority in and for the said County and State, on 8th March, 2022, within my jurisdiction, the within named John R. Fayard, Jr., who acknowledged that he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Michelle R. Phillips
NOTARY PUBLIC

My commission expires: 4/29/25

(affix Notarial seal)



Exhibit "A"

BOUNDARY DESCRIPTION:

A parcel of land situated in Sections 20, 28, and 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, also being known as Deed Lots 1 thru 4, per Deed Book 1509, Pages 218 thru 227, more particularly described as follows:

Commence at a 6 inch square concrete monument found at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi; thence S 00°23'02" E 985.57 feet, along the East line of said Section 29, to an iron rod set on the northern boundary of property now or formerly to Grange Grove Utilities, Inc., as recorded in Instrument No. 2017-3547-D-J1; thence along the western boundary of said property the following three calls; S 16°43'48" W 79.14 feet to a 1/2" iron rod set; thence South 68.06 feet to a 1/2" iron rod set, S 15°51'05" E 89.04 feet to a 1/2" iron rod set; thence S 00°23'02" E 60.46 feet to a 1/2" iron rod set; thence S 45°11'37" E 49.66 feet to a 1/2" iron rod set on the existing northern margin of Runnymede Drive; thence S 89°59'48" W 35.00 feet, along said north margin, to a 1/2" iron rod set; thence S 00°23'02" E 25.46 feet to a magnetic nail found in asphalt at the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 29, also being the Northeast corner of the property conveyed to Mississippi Gulf Coast Community College District per Deed Book 1654, Pages 302-304; thence S 89°59'00" W 1,809.97 feet, along the north boundary of said Mississippi Gulf Coast Community College District property, to a 2" iron pipe found; thence S 50°55'35" W 243.03 feet to a 1/2" iron rod found; thence S 50°55'07" W 233.49 feet to a 1" iron pipe found on the North line of said Mississippi Gulf Coast Community College District property; thence S 89°54'36" W 118.67 feet, along said North line, to a 1/2" iron rod found; thence the following thirteen (13) courses; thence N 75°00'27" W 349.85 feet; thence N 51°24'13" W 334.89 feet; thence N 00°22'31" W 770.00 feet; thence N 65°25'05" E 718.75 feet; thence N 63°58'48" E 400.04 feet; thence N 79°01'29" E 432.94 feet; thence N 43° 31'20" E 180.40 feet; thence N 32°23'41" E 179.53 feet; thence N 72°49'27" E 219.29 feet; thence S 50°52'42" E 354.45 feet; thence N 58°53'06" E 234.10 feet; thence N 76°51'37" E 215.95 feet; thence S 75°52'57" E 271.26 feet to the intersection of the Mean High Water Line with the East line of said Section 29, said intersection being referenced by a 1/2" iron rod set S 00°23'02" E 47.48 feet; thence S 00°23'02" E 394.18 feet, along said East line, to the Point of Beginning.

The above described parcel containing 95.910 acres more or less.

and also:

Including a Quitclaim parcel being 5.7 acres plus/minus marsh island lying predominantly in the South 1/2 of the Southeast 1/4 of Section 20, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, as per survey by Eugene P. Stenum, dated November 9, 2004, revised January 24, 2005.

All of the above described being the same property conveyed to John R. Fayard, Jr. per Instrument No. 2013-2495-D-J1, Instrument No. 2016-2087-D-J1, and Instrument No. 2017-1235-D-J2, less and except those Tidelands below the watermark of ordinary high tide held in Public Trust by the Mississippi Secretary of State.

SHALLOW POINT

A PLANNED BUILDING GROUP LOCATED IN SECTIONS 20, 28 & 29, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

BOUNDARY DESCRIPTION:

A parcel of land situated in Sections 20, 28, and 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, also being known as Dead Lots 1 thru 4, per Deed Book 1509, Pages 218 thru 227, more particularly described as follows:

Commence at a 6 inch square concrete monument found at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi; thence S 00°23'02" E 985.57 feet, along the East line of said Section 29, to an iron rod set on the northern boundary of property now or formerly to Orange Grove Utilities, Inc., as recorded in Instrument No. 2017-3547-D-J1; thence along the western boundary of said property the following three calls; S 15°43'48" W 79.14 feet to a 1/2" iron rod set; thence South 88.08 feet to a 1/2" iron rod set; S 15°51'05" E 89.04 feet to a 1/2" iron rod set; thence S 00°23'02" E 50.46 feet to a 1/2" iron rod set; thence S 45°11'37" E 49.86 feet to a 1/2" iron rod set on the existing northern margin of Runnymede Drive; thence S 89°59'48" W 35.00 feet, along said north margin, to a 1/2" iron rod set; thence S 00°23'02" E 25.46 feet to a magnetic nail found in asphalt at the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 29, also being the Northeast corner of the property conveyed to Mississippi Gulf Coast Community College District per Deed Book 1854, Pages 302-304; thence S 89°59'00" W 1,809.97 feet, along the north boundary of said Mississippi Gulf Coast Community College District property, to a 2" iron pipe found; thence S 50°55'35" W 243.03 feet to a 1/2" iron rod found; thence S 50°56'07" W 233.49 feet to a 1" iron pipe found on the North line of said Mississippi Gulf Coast Community College District property; thence S 89°54'36" W 118.87 feet, along said North line, to a 1/2" iron rod found; thence the following thirteen (13) courses; thence N 75°00'27" W 349.85 feet; thence N 51°24'13" W 334.89 feet; thence N 00°22'31" W 770.00 feet; thence N 65°23'05" E 718.75 feet; thence N 63°58'46" E 400.04 feet; thence N 79°01'29" E 432.94 feet; thence N 43°31'20" E 180.40 feet; thence N 32°23'41" E 179.53 feet; thence N 72°49'27" E 219.29 feet; thence S 80°52'42" E 354.45 feet; thence N 58°53'06" E 234.10 feet; thence N 76°51'37" E 215.95 feet; thence S 75°52'57" E 271.26 feet to the intersection of the Mean High Water Line with the East line of said Section 29, said intersection being referenced by a 1/2" iron rod set S 00°23'02" E 47.48 feet; thence S 00°23'02" E 394.18 feet, along said East line, to the Point of Beginning.

The above described parcel containing 95.910 acres more or less.

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Including a Quitclaim parcel being 5.7 acres plus/minus marsh island lying predominantly in the South 1/2 of the Southeast 1/4 of Section 20, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, as per survey by Eugene P. Stenum, dated November 9, 2004, revised January 24, 2005.

All of the above described being the same property conveyed to John R. Fayard, Jr, per Instrument No. 2013-2495-D-J1, Instrument No. 2016-2067-D-J1, and Instrument No. 2017-1235-D-J2, less and except those Tidelands below the watermark of ordinary high tide held in Public Trust by the Mississippi Secretary of State.

INDEXING INSTRUCTIONS: TOWNSHIP 7 SOUTH, RANGE 10 WEST

SECTION 20: SE 1/4 - SE 1/4
SW 1/4 - SE 1/4
SECTION 28: NW 1/4 - NW 1/4
SECTION 29: NE 1/4 - NE 1/4
NW 1/4 - NE 1/4
NE 1/4 - NW 1/4
SE 1/4 - NW 1/4
SW 1/4 - NE 1/4

OWNER'S DEDICATION

This is to certify that JOHN R. FAYARD JR. is the owner of record of the tract of land described herein, and hereby declares this to be the official plat of SHALLOW POINT and further dedicates the easements as shown hereon to the City of Gulfport forever.

WITNESS my signature this the ____ day of _____, 20 ____.

By: _____
JOHN R. FAYARD JR.

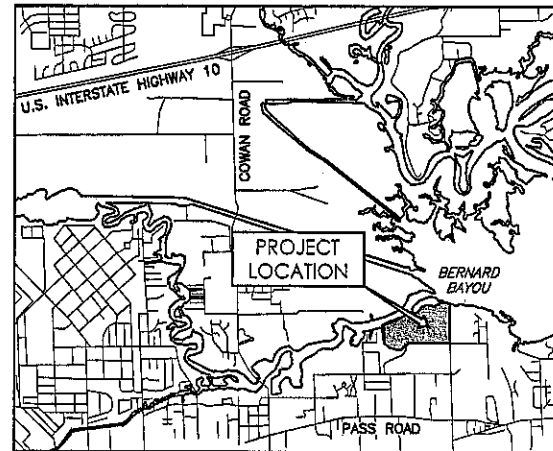
ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JOHN R. FAYARD JR., 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 _____, 20 ____.

My commission expires: _____
NOTARY PUBLIC



VICINITY MAP
(N.T.S.)

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

The Plat of SHALLOW POINT 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 _____, 20 ____.

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 _____, 20 ____.

BILLY HEWES, MAYOR

F.B. "RUSTY" WALKER, IV,
COUNCIL PRESIDENT

SURVEYOR'S CERTIFICATE

I, JEFFREY C. COLLINS, a Professional 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 _____, 20 ____.

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 _____, 20 ____.

My commission expires: _____
NOTARY PUBLIC

CERTIFICATE OF RECORDATION

Filed and recorded by duplicate in the Record of Plots of Harrison

County, Mississippi, in Plat Book _____, Page _____, on the ____ day of _____, 20 ____.

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 SHALLOW POINT 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 _____, 20 ____.

WAYNE E. MILLER, P.E.
GULFPORT CITY ENGINEER

SHALLOW POINT

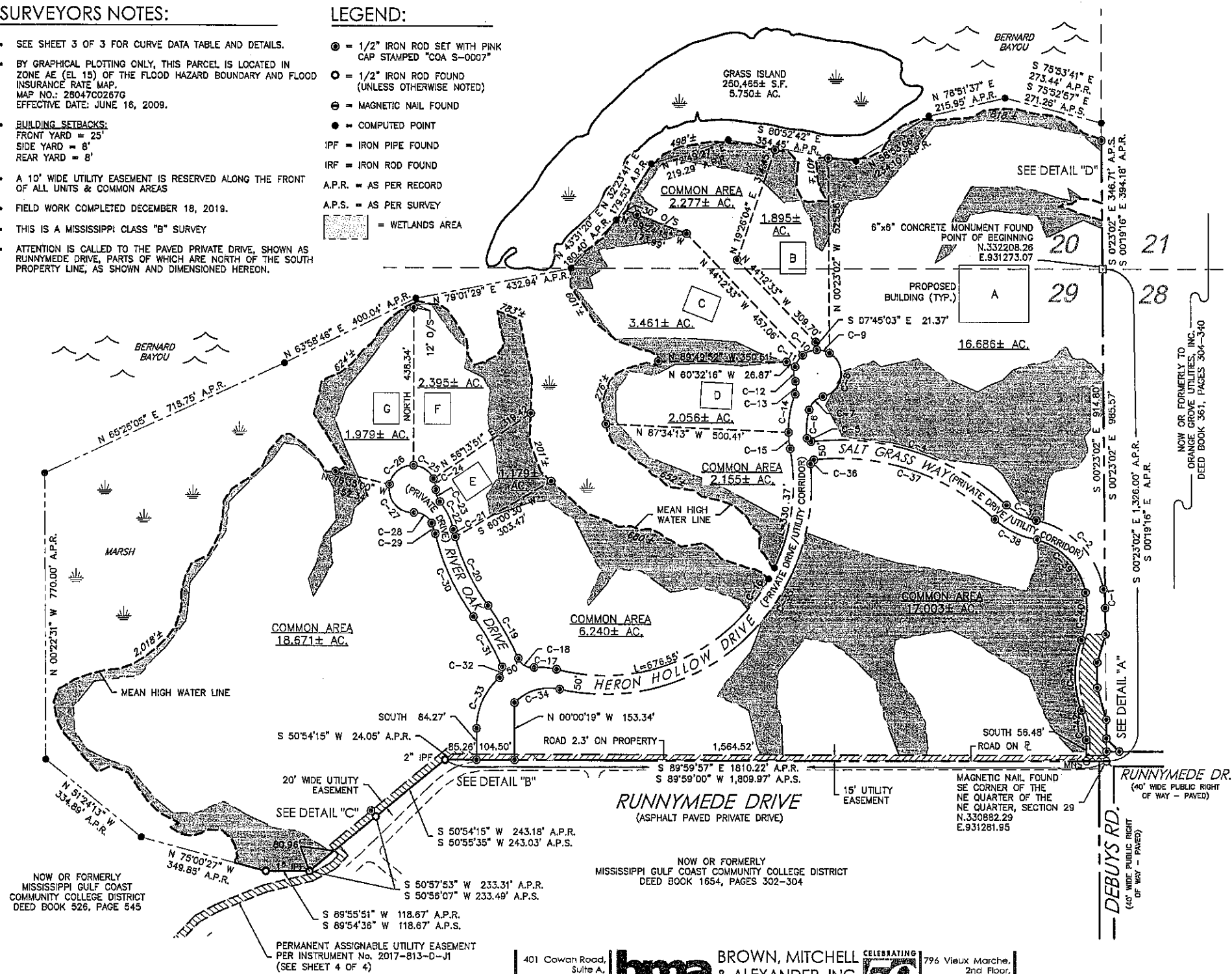
A PLANNED BUILDING GROUP LOCATED IN SECTIONS 20, 28 & 29, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

SURVEYORS NOTES:

- SEE SHEET 3 OF 3 FOR CURVE DATA TABLE AND DETAILS.
- BY GRAPHICAL PLOTTING ONLY, THIS PARCEL IS LOCATED IN ZONE AE (EL 15) OF THE FLOOD HAZARD BOUNDARY AND FLOOD INSURANCE RATE MAP.
MAP NO.: 28047C0267G
EFFECTIVE DATE: JUNE 16, 2009.
- BUILDING SETBACKS:
FRONT YARD = 25'
SIDE YARD = 8'
REAR YARD = 8'
- A 10' WIDE UTILITY EASEMENT IS RESERVED ALONG THE FRONT OF ALL UNITS & COMMON AREAS
- FIELD WORK COMPLETED DECEMBER 16, 2019.
- THIS IS A MISSISSIPPI CLASS "B" SURVEY
- ATTENTION IS CALLED TO THE PAVED PRIVATE DRIVE, SHOWN AS RUNNYMEDE DRIVE, PARTS OF WHICH ARE NORTH OF THE SOUTH PROPERTY LINE, AS SHOWN AND DIMENSIONED HERON.

LEGEND:

- (C) = 1/2" IRON ROD SET WITH PINK
 CAP STAMPED "COA S-0007"
 (O) = 1/2" IRON ROD FOUND
 (UNLESS OTHERWISE NOTED)
 (M) = MAGNETIC NAIL FOUND
 (●) = COMPUTED POINT
 IPF = IRON PIPE FOUND
 IRF = IRON ROD FOUND
 A.P.R. = AS PER RECORD
 A.P.S. = AS PER SURVEY
 [Pattern] = WETLANDS AREA



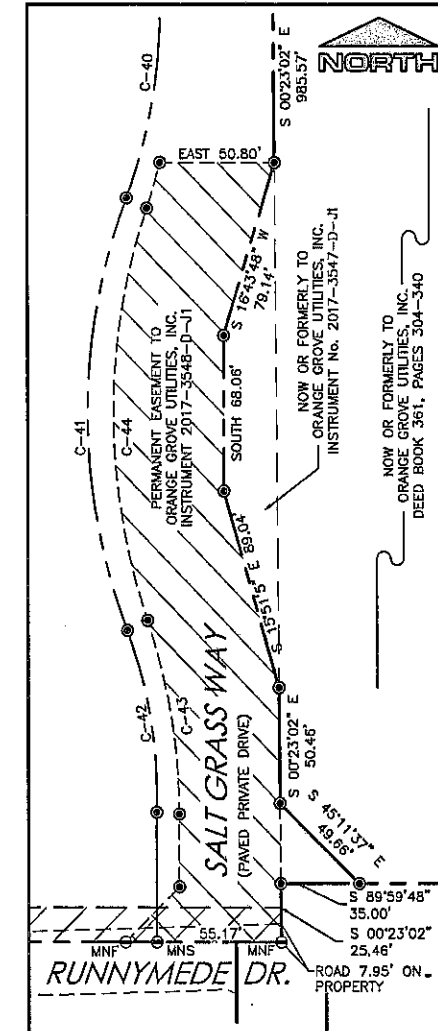
GRAPHIC SCALE (IN FEET)

200 0 200 400

(1 INCH) (1 INCH) (1 INCH)

Grid bearings are based on the following datum:
NAD '83 (2011), Mississippi State Plane Coordinates,
East Zone, (2301), (Epoch 2010),
U.S. Feet, derived by a TOPCON HIPER V series
G.P.S. receiver utilizing a Real Time Network
administered by Earl Dudley, Inc.
Scale Factor = 0.9999953215
Convergence Angle = -0°05'06.28754"
(at the Point Of Beginning)

DETAIL "A" 1"=50'

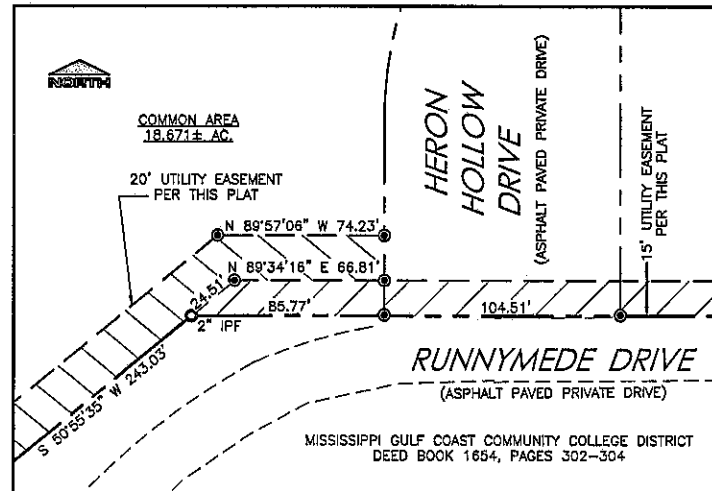


SHEET 2 OF 4

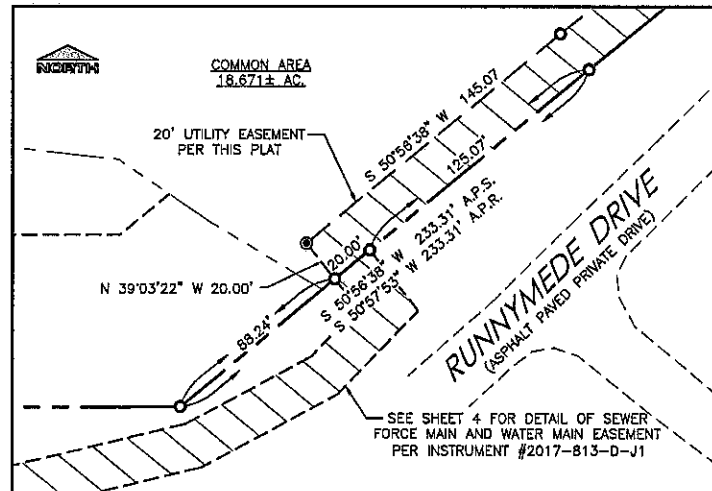
SHALLOW POINT

A PLANNED BUILDING GROUP LOCATED IN SECTIONS 20, 28 & 29, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

DETAIL "B" 1"=50'

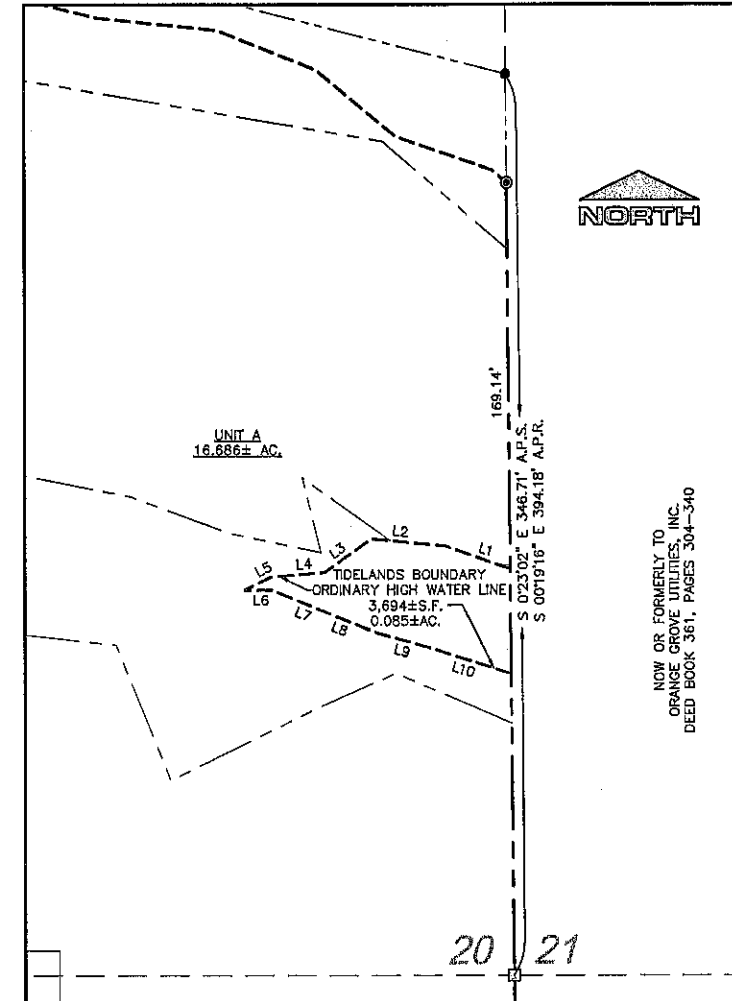


DETAIL "C" 1"=50'



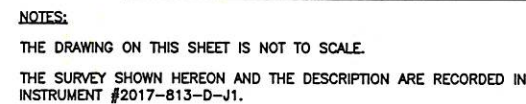
CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C-1	50.62'	10°02'20"	288.93'	N 05°24'12" W	50.56'
C-2	277.20'	68°35'34"	231.55'	N 44°43'09" W	260.94'
C-3	92.28'	31°42'59"	166.71'	N 63°09'26" W	91.11'
C-4	579.53'	49°05'45"	676.32'	N 72°17'05" W	581.98'
C-5	15.93'	91°16'43"	10.00'	N 51°11'37" W	14.30'
C-6	77.42'	20°09'42"	220.00'	N 04°31'36" E	77.02'
C-7	54.20'	62°08'48"	50.00'	N 45°39'51" E	51.59'
C-8	152.43'	136°27'35"	64.00'	N 08°29'27" E	118.87'
C-9	36.05'	32°16'37"	64.00'	N 75°52'39" W	35.58'
C-10	41.44'	37°05'50"	64.00'	S 69°26'08" W	40.72'
C-11	38.39'	34°22'04"	64.00'	S 33°42'10" W	37.82'
C-12	40.10'	35°53'43"	64.00'	S 01°25'43" E	39.44'
C-13	35.46'	40°37'50"	50.00'	S 00°56'21" W	34.72'
C-14	105.37'	22°21'36"	270.00'	S 10°04'28" W	104.70'
C-15	44.91'	09°31'52"	270.00'	S 05°52'16" E	44.88'
C-16	1,041.05'	115°20'43"	517.13'	S 47°02'09" W	873.95'
C-17	61.93'	21°30'16"	165.00'	N 86°02'38" W	61.57'
C-18	53.18'	72°33'06"	42.00'	N 60°31'12" W	49.70'
C-19	164.49'	12°23'11"	760.88'	N 30°26'15" W	164.17'
C-20	206.45'	21°20'24"	554.30'	N 25°57'50" W	205.26'
C-21	20.81'	02°09'04"	554.30'	N 14°13'06" W	20.81'
C-22	83.92'	25°38'56"	187.46'	N 25°58'01" W	83.22'
C-23	35.08'	40°10'25"	50.00'	N 18°42'17" W	34.34'
C-24	30.54'	27°20'22"	64.00'	N 12°17'15" W	30.25'
C-25	68.48'	61°18'17"	64.00'	N 56°36'34" W	65.26'
C-26	91.48'	81°53'57"	64.00'	S 51°47'19" W	83.89'
C-27	117.00'	104°44'36"	64.00'	S 41°31'57" E	101.37'
C-28	59.61'	68°18'42"	50.00'	S 59°44'54" E	56.14'
C-29	29.87'	12°27'00"	137.46'	S 19°22'03" E	29.81'
C-30	247.76'	23°29'29"	604.30'	S 24°53'17" E	246.03'
C-31	156.34'	12°36'04"	710.88'	S 30°19'48" E	156.03'
C-32	32.31'	74°02'39"	25.00'	S 12°59'33" W	30.11'
C-33	154.94'	50°00'52"	177.50'	S 25°00'26" W	150.07'
C-34	134.74'	58°20'03"	132.34'	N 73°20'22" E	129.00'
C-35	1,069.19'	108°01'08"	567.13'	N 48°28'37" E	917.74'
C-36	15.51'	88°50'32"	10.00'	N 38°53'19" E	14.00'
C-37	537.19'	49°08'33"	626.32'	S 72°07'08" E	520.88'
C-38	117.51'	31°04'08"	216.71'	S 63°28'52" E	116.08'
C-39	217.34'	68°35'34"	181.55'	S 44°43'09" E	204.59'
C-40	129.65'	31°05'22"	238.93'	S 05°07'19" W	128.06'
C-41	193.40'	41°20'00"	268.09'	SOUTH	189.23'
C-42	80.80'	22°45'17"	203.44'	S 09°17'21" E	80.27'
C-43	85.92'	18°45'16"	262.48'	N 09°22'41" W	85.53'
C-44	183.55'	37°30'37"	280.37'	NORTH	180.29'

DETAIL "D" 1"=50'



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N 70°38'51" W	30.76'
L2	N 84°30'14" W	33.05'
L3	S 54°55'15" W	25.66'
L4	S 85°09'52" W	24.10'
L5	S 63°35'26" W	12.67'
L6	N 89°51'17" E	11.53'
L7	S 68°08'04" E	26.46'
L8	S 68°17'07" E	24.55'
L9	S 74°27'45" E	24.00'
L10	S 72°34'08" E	38.32'

A PLANNED BUILDING GROUP LOCATED IN SECTIONS 20, 28 & 29, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI



401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

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& ALEXANDER, INC.
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(228) 436-7612
Fax: (228) 436-7676

SHEET 4 OF 4



Julian 1st Judicial District
Instrument 2013 2495 D -J1
Filed/Recorded 4/18/2013 03:07 P
Total Fees \$ 24.00
3 Pages Recorded

Prepared by and Return to after recording:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Vieux Marche' Mall
Biloxi, MS 39530
(228) 374-2100

INDEXING: Section 29, T7S, R10W and Section 20, T7S, R10W, City of Gulfport, Harrison County,
MS.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand
paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby
acknowledged, the undersigned, on behalf of

BANCORPSOUTH BANK
P.O. BOX 70
BILOXI, MS 39535
(228) 214-4507

do hereby sell, convey and specially warrant unto

JOHN R. FAYARD, JR.
P.O. Box 2189
Gulfport, MS 39503
(228) 864-2262

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

See attached Exhibit "A" for Legal Description

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 2013 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 16 day of April, 2013.

BANCORPSOUTH BANK

By: [Signature]
Title: Senior VP

By: [Signature]
Title: President - Biloxi Community

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of April, 2013, within my jurisdiction, the within named William S Briscoe, who acknowledged to me that he is the Senior Vice President of BancorpSouth Bank, and who acknowledged that for and on its behalf, he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as its act and deed, being first duly authorized so to do.



[Signature]
NOTARY PUBLIC

My Commission Expires:

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of April, 2013, within my jurisdiction, the within named Tommy Hunt, who acknowledged to me that he is the President - Biloxi Community of BancorpSouth Bank, and who acknowledged that for and on its behalf, he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as its act and deed, being first duly authorized so to do.



[Signature]
NOTARY PUBLIC

My Commission Expires:

(SEAL)

EXHIBIT "A"

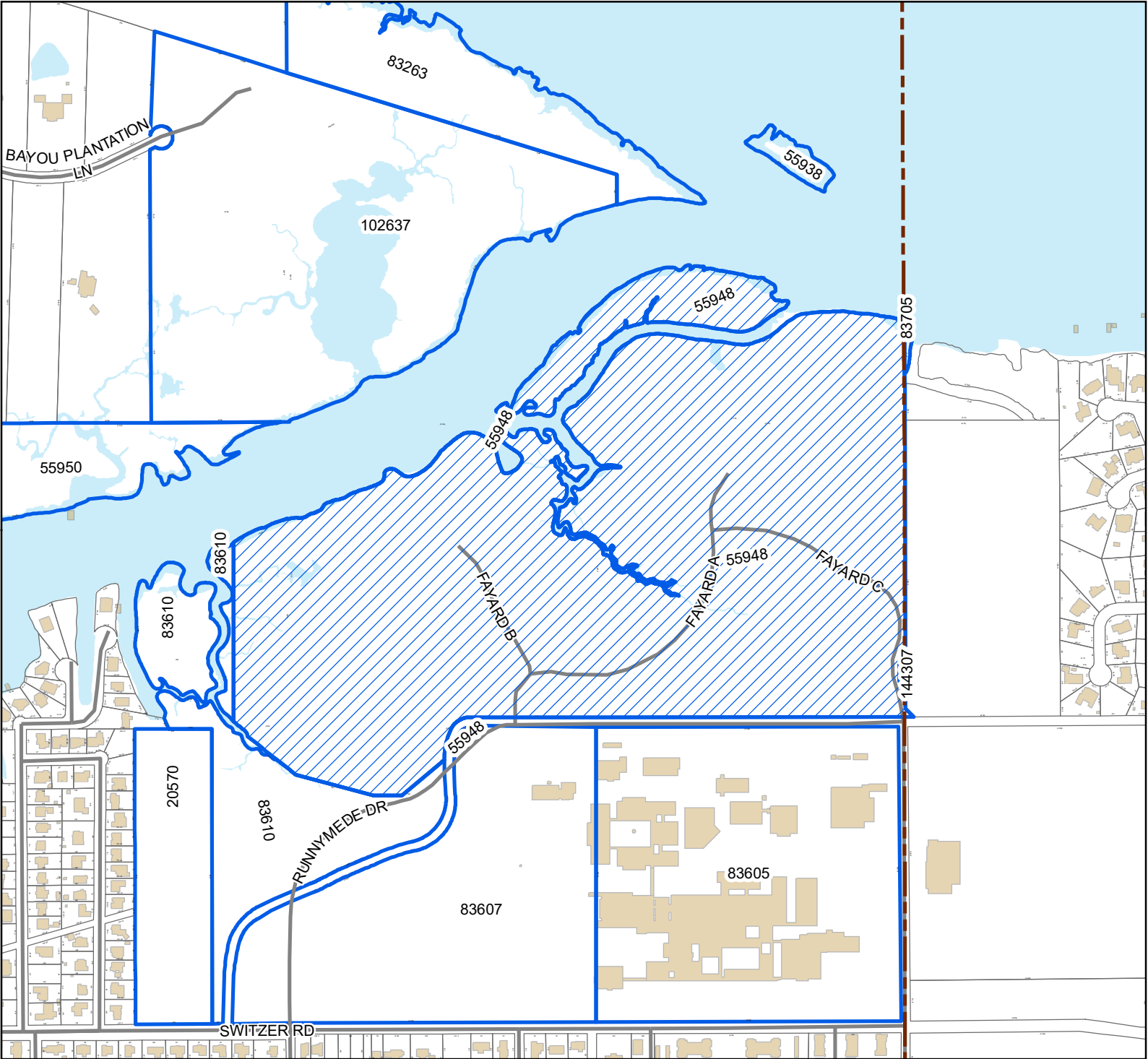
LEGAL DESCRIPTION

A parcel of land situated in Section 29, Township 7 South, Range 10 West and Section 20, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, also being known Deed Lots 1 thru 4 as per Deed Book 1509, Pages 218 thru 227, being more particularly described as follows:

Commencing at a concrete monument found as the Northeast corner of Section 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi; thence along the East line of said Section 29, S00 19'16"E 1301.15' to an iron rod set at the intersection of said East line and the present North margin of Runnymede Road; thence along said North margin of Runnymede Road, S89 28'31"W 98.39' to an iron rod set; thence further along said North margin S88 08'22"W 225.84' to an iron rod set; thence further along said North margin N89 42'53"W 175.81' to an iron rod set; thence further along said North margin, S87 25'22"W 100.12' to an iron rod set; thence further along said North margin N89 46'34"W 274.92' to an iron rod set; thence further along said North margin, N89 56'21"W 916.54' to an iron pipe set; thence S50 54'15"W 24.05' to an iron pipe set at the Northeast corner of Orange Grove Utilities property, described in Deed Book 1654, Pages 305 through 307; thence along the East line of said Orange Grove Utilities property, S50 54'15"W 243.18' to an iron rod set at the Northeast corner of Mississippi Gulf Coast Community College District property, described in Deed Book 1654, Pages 302 thru 304; thence along the North line of said Mississippi Gulf Coast Community College District property, S50 57'53"W 233.31' to an iron pipe set at the Southwest corner of said Mississippi Gulf Coast Community College District property; thence S89 55'51"W 118.67' to an iron rod set; thence N75 00'27"W 349.85' to an iron rod set; thence N51 24'13"W 334.89' to a point falling in an existing Bayou; thence N00 22'31"W 770' more or less to the apparent South Shoreline of Bernard Bayou; thence in a Northeasterly direction along the apparent South shoreline of Bernard Bayou to a point being N65 25'05"E 718.75'; thence further along said apparent shoreline N63 58'46"E 400.04' to a point on the apparent West shoreline of an irregular tributary Channel; thence along the apparent South shoreline of said channel, N79 01'29"E 432.94' to a point; thence further along said apparent South shoreline, N43 31'20"E 180.40' to a point; thence further along said apparent South shoreline N32 23'41"E 179.53' to a point; thence further along said apparent South shoreline, N72 49'27"E 219.29' to a point; thence further along said apparent South shoreline, S80 52'42"E 354.45' to a point; thence further along said apparent South shoreline, N58 53'06"E 234.10' to a point on the apparent South margin of the Back Bay of Biloxi; thence further along said apparent South shoreline, N76 51'37"E 215.95' to a point, thence further along said apparent South shoreline, S75 53'41"E 273.44' to a point at the intersection of said South shoreline and the East line of Section 20, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, thence along said East line, S00 19'16"E 394.18' to the Point of Beginning, Containing 95.4 acres more or less.

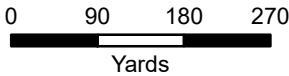
and also:

Including a Quitclaim parcel being 5.7 acres plus/minus marsh island lying predominantly in the South 1/2 of the Southeast 1/4 of Section 20, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, as per survey by Eugene P. Stenum, dated November 9, 2004, revised January 24, 2005.



Legend

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



1 inch = 600 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	55948	1010A-01-001.000	FAYARD JOHN R JR	PO BOX 2189	GULFPORT	MS	39503
			Brown, Mitchell, & Alexander Inc	131 Rue magnolia	Biloxi	MS	39503
			Adjacent Property Owners				
n	55948	1010A-01-001.000	FAYARD JOHN R JR	PO BOX 2189	GULFPORT	MS	39503
	83263	1009P-02-001.000	HARRISON CO DEV COMM				0
n	102637	1009O-02-002.014	MCCABE MATTHEW JENNINGS	10967 WATERSIDE DR	GULFPORT	MS	39503
	83605	1010A-02-001.000	MISS GULF COAST JR COLLEGE				0
n	83610	1010B-02-001.000	MISS GULF COAST JR COLLEGE				0
n	83607	1010A-02-002.000	MISS GULF COAST JR COLLEGE				0
n	20570	1010B-02-003.000	MISS POWER CO				0
	55938	1009P-01-002.000	ORANGE GROVE UTILITIES	110 S WILSON BLVD	GULFPORT	MS	39503
	83705	1109M-02-005.000	ORANGE GROVE UTILITIES INC	110 SOUTH WILSON BLVD	GULFPORT	MS	39503
n	55950	1010B-01-001.000	ORANGE GROVE UTILITIES INC	110 S WILSON BLVD	GULFPORT	MS	39503
n	144307	1010A-01-001.001	ORANGE GROVE UTILITIES INC	110 SOUTH WILSON BLVD	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:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< 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: April 28, 2022

Re: Zoning Map Amendment 2204PC073:

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2204PC073

Hearing Date: April 28, 2022

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

Legal: Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone a parcel from R-1-15 (Single-family) to an I-2 zoning district (Heavy Industrial), located at 15361 S. Swan Road. The property currently has a single-family residential home on the property as well as an accessory building. The applicant has asked for a resubdivision that will also be heard on April 28, 2022 by the Planning Commission in order for the applicant to have the accessory building to sit on its own parcel and allow the applicant to expand his existing business. Please note that the resubdivision must be approved prior to rezoning.

The applicant further states, "the nature of the request involves re-zoning proposed Parcel A from R-1-15 (Single-family) to I-2 (Heavy industry) which will allow for a new commercial parcel." The applicant sites a change in condition for reason for rezoning property. In the application, the applicant states that the proposed zoning is requested because the area is adjacent to an existing industrial use and is within a high growth area for industrial use." The proposed development schedule is to begin construction immediately after the resubdivision has been recorded by the Harrison County Courthouse. The above schedule is based on normal permitting procedures and reasonable weather conditions. The applicant has further stated that the request is not due to error.

Technical Report

Zoning Map Amendment

The applicant has chosen change in condition as justification for change of the current zoning district:

1. It has be noted by the applicant, that the zoning of this district was not in error.
2. Change of condition is addressed by the applicant, as this area is a high growth area for industrial use; however, there have not been any new construction in the past year with an industrial use. Although the adjacent property is zoned I-2, the applicant has not proven a change in condition as required per the City of Gulfport legal department.

EXECUTIVE SUMMARY

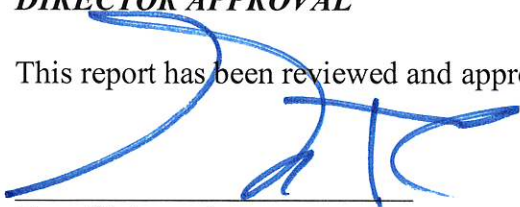
Approving this request would negate many of the principles for which zoning regulations are intended. Furthermore, the city should enforce its current zoning regulations for the applicant has not shown just cause of needing this property to be rezoned as required by the City of Gulfport legal department. In addition, this project was denied by the building department due to the fact there is no access to the site as proposed.

Any approval should consider these conditions:

1. Approval of this zoning map amendment allows the proposed parcels to be rezoned from R-1-15 (Single-family) to I-2 (Heavy industry) zoning districts.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

20.14 ACROS

Page 1 of 7

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) JENEE MICHELLE DAIGLE

ADDRESS (STREET, CITY, STATE, ZIP CODE) 15361 S. SWAN RD., GULFPORT MS
39503

PHONE # (H) 228-216-8075 (W) _____

TAX PARCEL NUMBER(S) OWNED 0807E-01-001.000

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

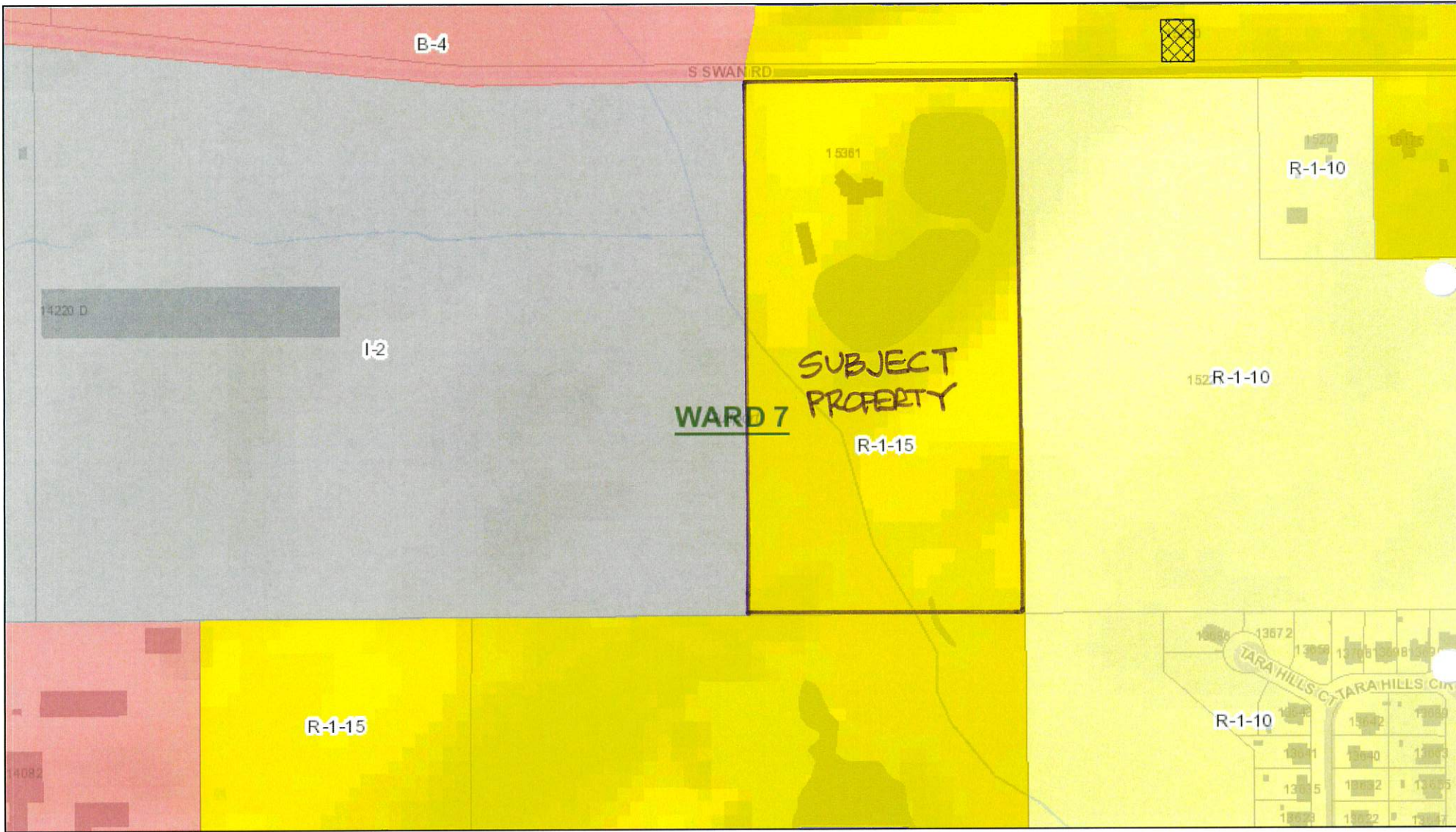
SIGNATURE: _____

(Use additional forms as needed)

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

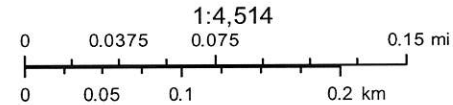
PERSON/AGENT FOR YOU: _____

Gulfport Online Atlas



March 8, 2022

-  Hybrid Zones
  Hybrid
  Wards
  Government Property



CERTIFICATE OF RESUBDIVISION RESUBDIVISION OF PARCEL

#0807E-01-001.000

SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

LEGAL DESCRIPTION CREATED BY RESUBDIVISION PARCEL "A" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence S 89°56'24" W 50.00 feet to an iron rod, thence S 00°27'33" W 1312.82 feet to an iron rod, thence N 89°51'43" E 676.31 feet to the Point of Beginning. Said parcel contains 597787 square feet or 13.72 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 February 8, 2022.

LEGAL DESCRIPTION CREATED BY RESUBDIVISION PARCEL "B" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod and the Point of Beginning, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence N 89°56'24" E 621.35 feet to an iron rod, thence S 00°14'35" W 578.66 feet to the Point of Beginning. Said parcel contains 286478 square feet or 6.58 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 February 8, 2022.

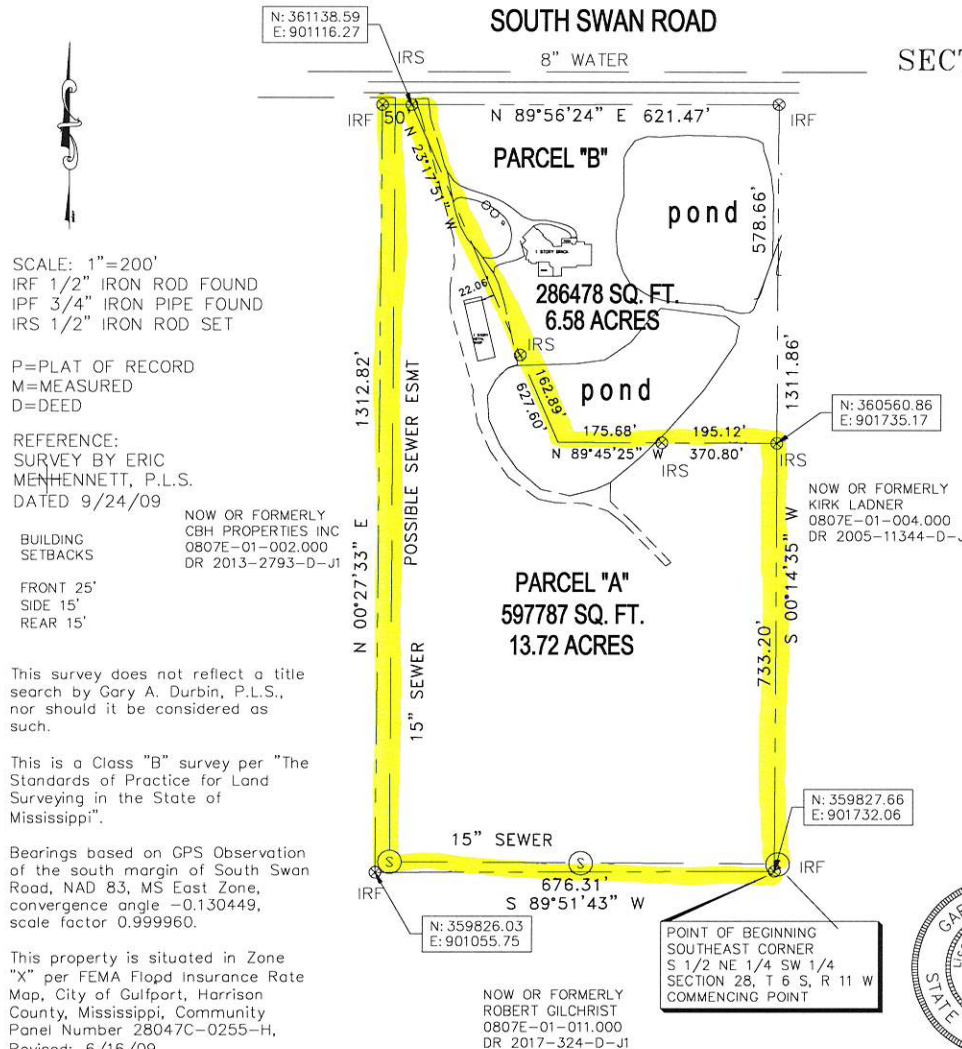
This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of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

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 8, 2022



SHEET 2 OF 3 10925B

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokga@aol.com





Johnston 1st Judicial District
Instrument 2016 5179 D - J1
Filed/Recorded 7/27/2016 09:36 A
Total Fees \$ 12.00
2 Pages Recorded

Prepared by & Return To:
Schwartz, Orgler & Jordan, PLLC
P O Box 4682 Biloxi MS 39535
228-388-7441

INDEX: Parcel in the E1/2 of the NE1/4 of the
SW1/4 of Sec. 28-6-11

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,

Suzanne M. Huber,

1 Povenir Place, Gulfport, MS 39507, (228) 861-0992

does hereby sell, convey and warrant unto

Timothy James Daigle, Jr. and wife, Jene Michelle Daigle,

15605 S. Swan Road, Gulfport, MS 39503, (830) 734-2115,

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

The East One-Half (1/2) of the Northeast One-Fourth of the Southwest One-Fourth (NE1/4 of the SW1/4) of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi. LESS AND EXCEPT that part now lying within South Swan Road.

Being the same property conveyed by Deed of Executor recorded as Instrument Number 2009 5275-D-J1, in the office of the Chancery Clerk of Harrison County, MS.

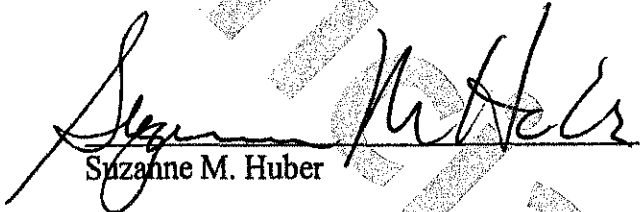
THE ABOVE DESCRIBED property is no part of the homestead of the grantor herein.

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 Grantees herein.

WITNESS MY SIGNATURE, on this the 21st day of July, 2016.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

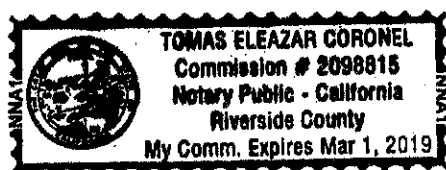

Suzanne M. Huber

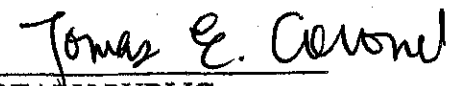
STATE OF CA
COUNTY OF RIVERSIDE

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21st day of July, 2016.

My Commission Expires: MARCH 1, 2019




NOTARY PUBLIC
State of California
County of Riverside

California All-Purpose Acknowledgment
I SS.
On 7/21 2016, before me, Tomas E. Coronel (Notary Public) personally appeared Suzanne M. Huber
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/it executed the same in the capacity in which he/she/it acted, and that he/she/it authorized me to execute the foregoing certificate on behalf of the person(s) named.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Tomas E. Coronel - Notary Public



Tax Rolls - Real Property

2021 Landroll Information				
DAIGLE TIMOTHY JAMES JR & JENEE MIC 15361 S SWAN RD GULFPORT, MS 39503				
Physical Street Address: 15361S SWAN RD				
Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0807E-01-001.000	56317	2GO		1
Supervisor District:		Subdivision:		
2				
Exemption Code				
Non-Exempt				
Section	Township	Range		
28	06	11		
Instrument Number(s)				
2016-0005179-D-J1, 2009-0005275-D-J1, 1332/0120, 1320/0536				
Acres	Land Value	Improvements	Total Value	Assessed Value
21	3282	483207	486489	48801 48347.2 / 452.55
Legal Description				
E1/2 OF NE1/4 OF SW1/4 SEC 28-6-11 LYING S OF S SWAN RD				

There are 2 building description records attached to this parcel.

Improvement 1 (Primary)	
Year Built:	0

Timothy James Daigle, Jr. and Jeneé Michelle Daigle

15361 S. Swan Rd.
Gulfport, MS 39503

March 7, 2022

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

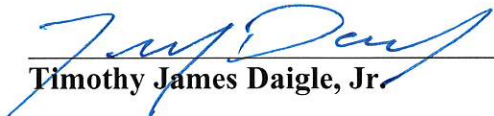
RE: **Agent Letter for Timothy James Daigle, Jr. and Jeneé Michelle Daigle**
Tax Parcel No.: 0807E-01-001-000
15361 S. Swan Rd., Gulfport, Mississippi 39503

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 **Timothy James Daigle, Jr. and Jeneé Michelle Daigle** in any Planning Commission or City Council matters.

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

Sincerely,



Timothy James Daigle, Jr.



Jeneé Michelle Daigle



Notary

My Commission Expires:

7/26/25



Timothy James Daigle, Jr. and Jenee Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction afrosaid, the within named Timothy James Daigle, Jr. and Jenee Michelle Daiglewho, after being by me forst duly sworn, stated the following:

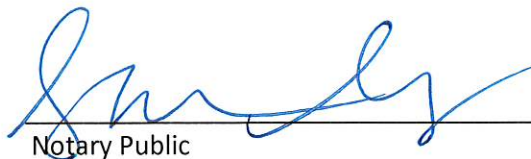
1. That there are no restrictive covenants prohibiting the resubidivision of the property located on Parcel No. 0807E-01-001.000.

Respectfully submitted:

By: 
Timothy James Daigle, Jr.

By: 
Jenee Michelle Daigle

SWORN AND SUBSCRIBED before me, this the 8th day of march 2022.


Notary Public

My Commission Expires:



SUPPLEMENTAL INFORMATION for RE-ZONING from R-1-15 to I-2

**Located 15361 S. Swan Rd., 2,500+/- FT. East of Highway No. 49
City of Gulfport, First Judicial District of Harrison County, Mississippi**

Tax Parcel No's: 0807E-01-001.000

1. Interest:

The official names and addresses of the applicants for this application are as follows:

Timothy James Daigle, Jr. & Jeneé Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503
(228) 216-8075

The official name and address of the applicant's agent for this application is as follows:

Heinrich & Associates, LLC
1806 23rd Ave., Ste B
Gulfport, MS 39501
228-896-6768

The subject property is currently zoned R-1-15 per the Official Zoning Map of the City of Gulfport. It is generally located on S. Swan Rd. 2,500+/- FT. East of Highway 49. The request involves re-zoning proposed Parcel A from R-1-10 to I-2 which will allow for a new commercial parcel.

Primary access will be provided from S. Swan Rd. The proposed project will generate additional tax base for the City of Gulfport, Harrison County and Harrison County Schools.

All infrastructure to provide water, sewer, and drainage surrounds the property. Also, there will also be a minimal increase in sewer flows and water usage. There will be no adverse utility impacts on existing customers or adjoining properties.

2. Change in Conditions:

The applicant is proposing to rezone a 13.72 +/- acre parcel of land. The subject property is adjacent to a I-2 parcel. The application is requesting to rezone the property to expand his personal business. Therefore, the proposed zoning is requested because the area is adjacent to an existing Industrial use.

3. Increase in Need for Sites:

As stated above, the subject property is in a location where I-2 zoning is already established. This parcel is within a high growth area for industrial use.

4. Development Schedule:

The proposed development schedule is to begin construction immediately after the final plat has been recorded in the Harrison County Courthouse. The applicant proposes to begin within 1 month of City Council approval.

The above schedule is based on normal permitting procedures and reasonable weather conditions. The schedule could be set back by delays due to adverse weather conditions.

5. Effects of Amendment:

The proposed zoning will be consistent with the surrounding neighborhood. If granted, this zoning change will have no effect to the area.

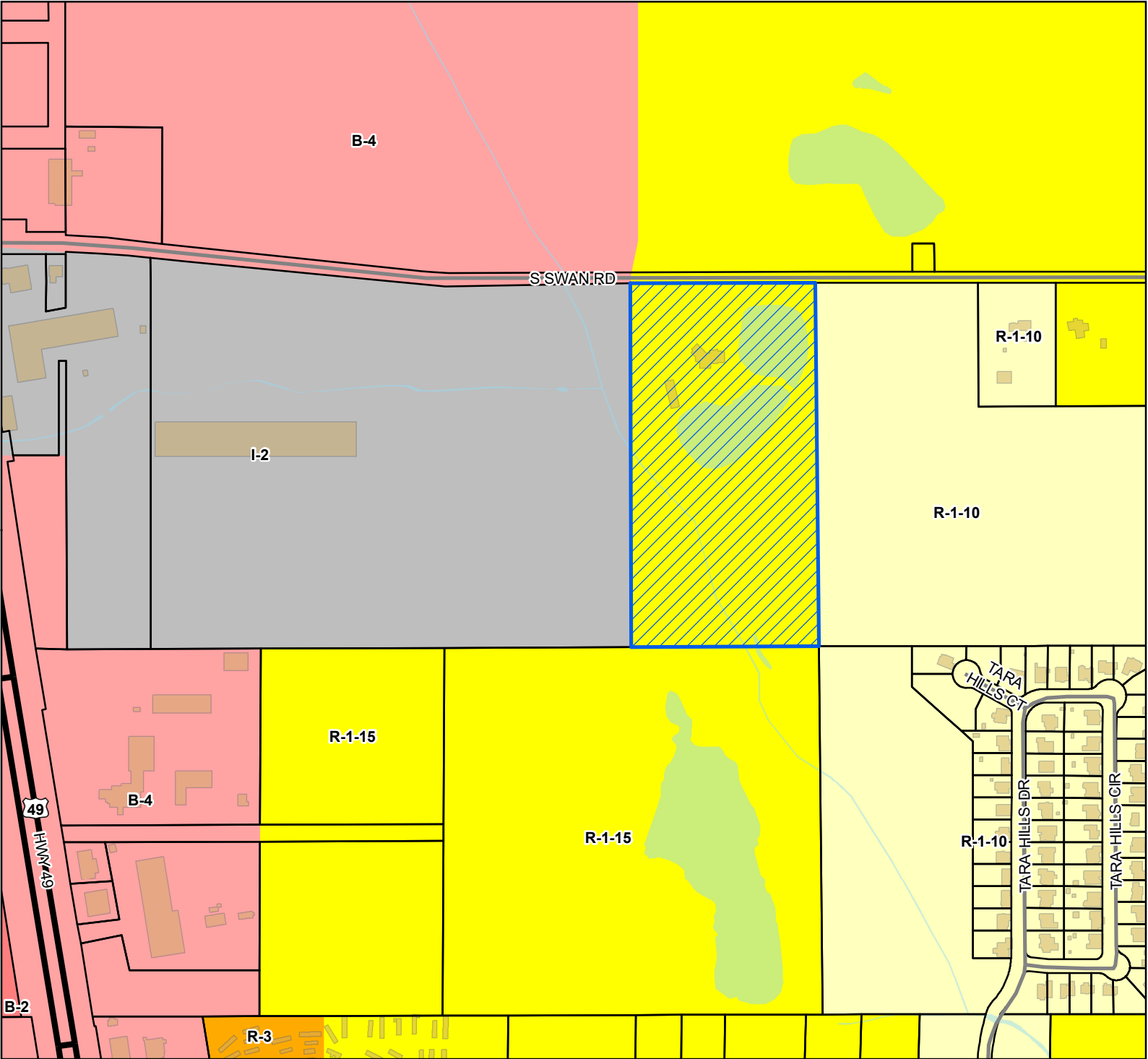
6. Error:

This request is not due to an error.

7. Site Plan:

A site plan has been submitted with this application and will be presented at the City meetings.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
56317	0807E-01-001.000	DAIGLE TIMOTHY JAMES JR & JENEE MIC	15361 S SWAN RD	GULFPORT	MS	39503	
Adjacent Property Owners							
56328	0807F-01-005.000	BENEFIELD JONATHAN BLAKE	11080 BAYOU BERNARD	GULFPORT	MS	39503	
91425	0807E-01-002.000	CBH PROPERTIES LLC C/O KEITH HUBER COR	P O BOX 3368	GULFPORT	MS	39505	
91423	0807D-01-001.000	DAY DRUG CO INC	P O BOX 247	GULFPORT	MS	39502	
98441	0807E-01-011.000	GILCHRIST ROBERT A ETAL C/O T L JAMES &	P O BOX 1260	RUSTON	LA	71273	
56326	0807F-01-004.000	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503	



Site

US or State Highway

Street

Parcels

Buildings

Water Features

Zoning

B-2 - General Business District

B-4 - Highway Business District

I-2 - Heavy Industry District

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

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

R-3 - General Residence (High Density)

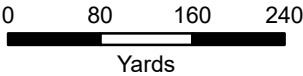
Site Information

0807E-01-001.000

Zoning: R-1-15 (Single-family)

Size: 20.19 acres

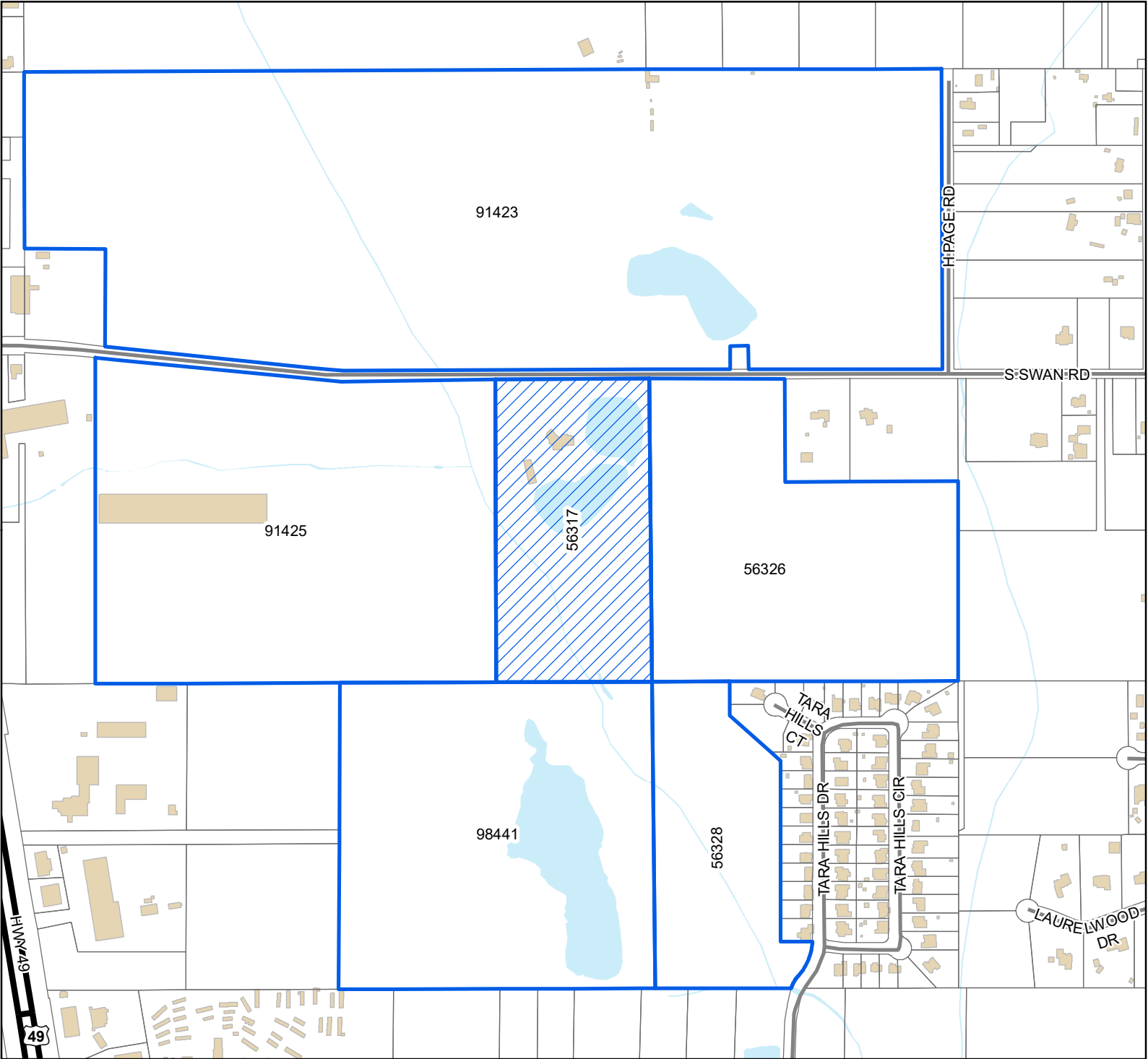
Flood: X



1 inch = 500 feet

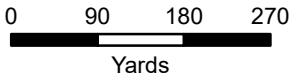


DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on 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
- US or State Highway
- Street
- Buildings
- Water Features



1 inch = 600 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:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< 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: April 28, 2022

Re: Resubdivision 2204PC072:

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2204PC072

Hearing Date: April 28, 2022

Current Zoning/Use: R-1-15 / Single Family Home

Legal: Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

TECHNICAL DETAILS

The applicant requests to divide the property into two new parcels; Parcel "A" is proposed to become an industrial property. Parcel "B" will remain single-family residential. Zoning changes are handled in another case. The primary concern regarding this application is that the accessory building will be placed on a separate property in violation of ordinance requirements that no accessory building can exist without a primary building. As the ordinance states that "If the primary building is removed, the accessory building shall be removed within six (6) months if no new building permit application exists" at minimum an agreement from the applicant regarding the future conversion of the accessory structure should be considered.

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

The application will need subdivision hardship waivers from the planning commission to proceed as presented. Additionally, an affidavit needs to be provided from the applicant acknowledging the non-conformity of the accessory structure.

Any approval should consider these conditions:

1. Parcel B needs separate sewer service not crossing Parcel A.
2. Need separate driveways.
3. Each parcel to have separate sewer & water service.

Technical Report

Resubdivision

4. The site will need to be renovated to accommodate business use – such as ADA restroom facilities and office space.
5. The planning commission is granting a waiver to be 60 feet wide at the building setback line.
6. The planning commission is granting a waiver to be more than 3.5 times longer than wide.
7. An affidavit is needed from the property owner acknowledging the non-conformity of the accessory structure and the requirement to begin renovation or remove within 6 months of passage.
8. A 15-foot buffer is required for industrial property being adjacent to residential property.

DEPARTMENTAL CONDITIONS

Engineering:

Memo dated 4/22/22. Conditions:

1. Parcel B needs separate sewer service not crossing Parcel A.
2. Need separate driveways
3. Each parcel to have spate sewer & water service

Public Works:

Conditions: Parcel “B” needs sewer service not crossing Parcel “A”. Memo dated 4/22/22.

Traffic and Safety:

No conditions. Memo dated 4/21/22.

Building Code Services:

Disapprove: Disapproved base on access to future business. Site shall have its own access. Second, for informational purposes, the site will need to be renovated to accommodate business use – such as ADA restroom facilities and office space. Memo dated 4/21/22.

GIS:

No conditions. Memo dated 4/21/22.

Police Department:

No conditions. Memo dated 4/21/22.

Fire Department:

No conditions. Memo dated 4/19/22.

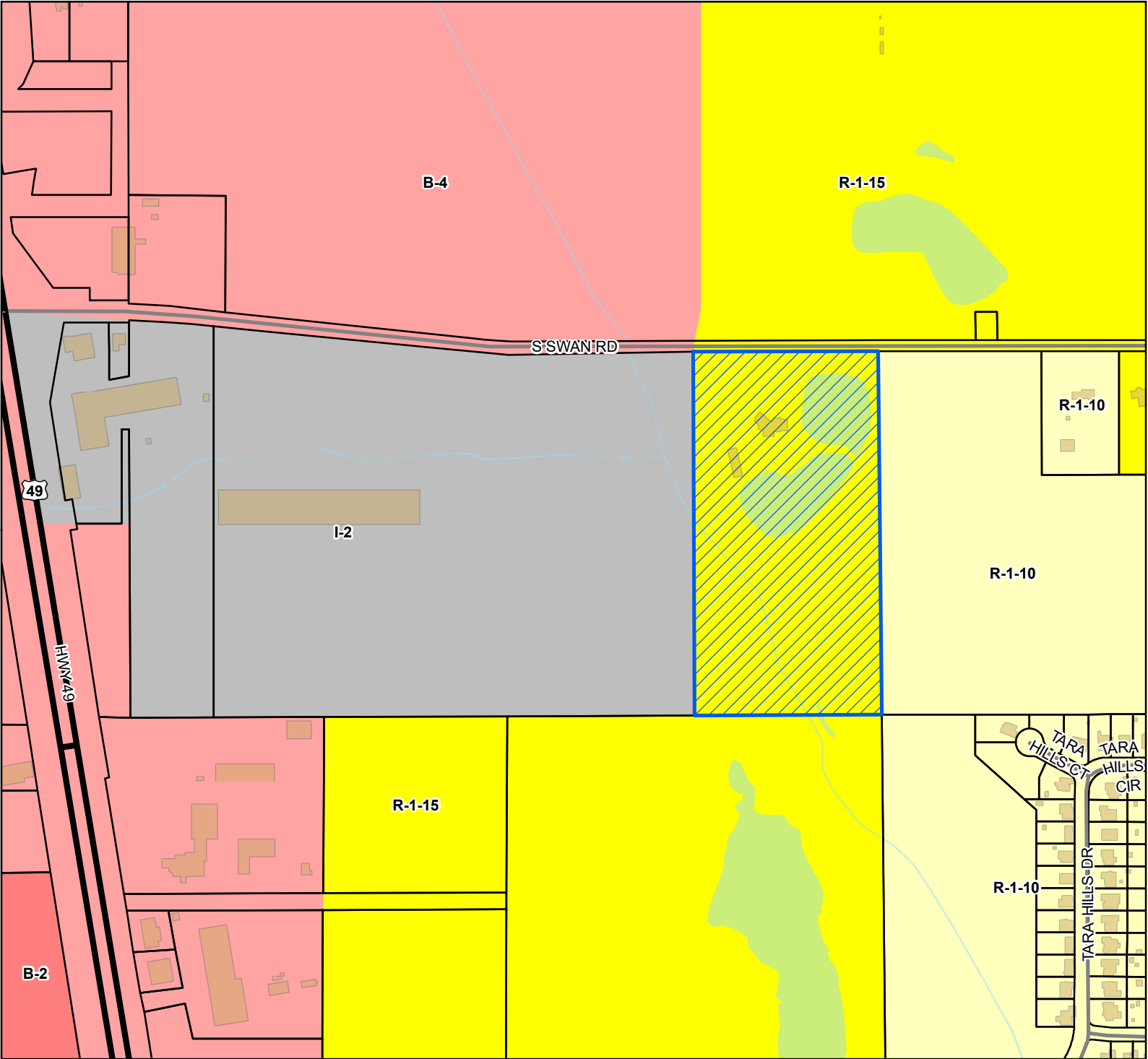
City Arborist:

No conditions. Memo dated 4/19/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department



Legend

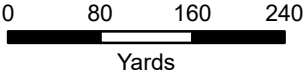
- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features

Zoning

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

Site Information

0807E-01-001.000
 Zoning: R-1-15 (Single-family)
 Size: 20.19 acres
 Flood: X



1 inch = 500 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: 2204PL072Date Received: 3/8/22

Receipt Number: _____

Received By: D²Zoning: R-1-15Ward: 7 Flood: XSize: 20.19 ACRES

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	8	0	7	E

 -

0	1

 -

0	0	1

 •

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 15361 S. Swan Rd.

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

General Location: 2,500+/- Ft. East of Highway No. 49

GENERAL DESCRIPTION OF REQUEST:

The request is to subdivide the subject property into two parcels. Parcel A (13.72 Ac.) will be rezoned to I-2 and used for a commercial business. Parcel B (6.58+/- Ac.) will remain R-15 and as a residential home.

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

Timothy James Daigle, Jr.

Printed Name of Owner

15361 S. Swan Rd.

Mailing Address

Gulfport MS 39503

City State Zip code

228-216-8075

Home Phone Work/Cell Phone

timd02@yahoo.com

Email

Signature of Owner

AGENT

Heinrich & Associates, LLC

Printed Name of Agent

1806 23rd Ave., Suite B

Mailing Address

Gulfport MS 39501

City State Zip code

228-896-6768

Home Phone Work/Cell Phone

bobby.h@heinrichassociates.net

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) Jenee Michelle Daigle

ADDRESS (STREET, CITY, STATE, ZIP CODE) 15361 S. Swan Rd., Gulfport, MS, 39503

PHONE # (H) 228-216-8075 (W) _____

TAX PARCEL NUMBER(S) OWNED 0807E-01-001.000

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

PERSON/AGENT FOR YOU: _____

Timothy James Daigle, Jr. and Jene Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503

March 7, 2022

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

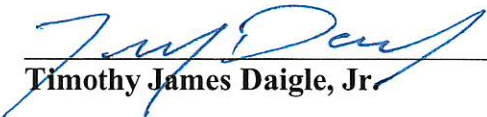
RE: **Agent Letter for Timothy James Daigle, Jr. and Jene Michelle Daigle**
Tax Parcel No.: 0807E-01-001-000
15361 S. Swan Rd., Gulfport, Mississippi 39503

To Whom It May Concern:

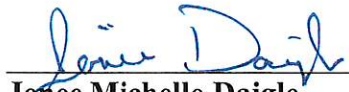
Please allow this letter to serve as official notice that *Heinrich & Associates, LLC*, is authorized to act as agent on behalf of **Timothy James Daigle, Jr. and Jene Michelle Daigle** in any Planning Commission or City Council matters.

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

Sincerely,



Timothy James Daigle, Jr.



Jene Michelle Daigle



Notary

My Commission Expires:

7/26/25



Timothy James Daigle, Jr. and Jeneé Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503

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 Timothy James Daigle, Jr. and Jeneé Michelle Daigle who, after being by me first duly sworn, stated the following:

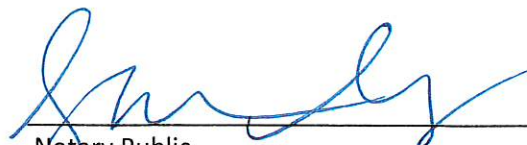
1. That there are no restrictive covenants prohibiting the resubdivision of the property located on Parcel No. 0807E-01-001.000.

Respectfully submitted:

By: 
Timothy James Daigle, Jr.

By: 
Jeneé Michelle Daigle

SWORN AND SUBSCRIBED before me, this the 8th day of March 2022.


Notary Public

My Commission Expires:





J. Huber 1st Judicial District
Instrument 2016 5179 D - J1
Filed/Recorded 7/27/2016 09:36 A
Total Fees \$ 12.00
2 Pages Recorded

Prepared by & Return To:
Schwartz, Orgler & Jordan, PLLC
P O Box 4682 Biloxi MS 39535
228-388-7441

INDEX: Parcel in the E1/2 of the NE1/4 of the
SW1/4 of Sec. 28-6-11

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,

Suzanne M. Huber,

1 Povenir Place, Gulfport, MS 39507, (228) 861-0992

does hereby sell, convey and warrant unto

Timothy James Daigle, Jr. and wife, Jene Michelle Daigle,

15605 S. Swan Road, Gulfport, MS 39503, (830) 734-2115,

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

On 7/24/2016 before me, Thomas E. Cornwell (Notary Public) personally appeared SUZANNE M. HUBER
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the
while instrument and acknowledged to me that he/she/it executed the same in the foregoing authorized capacity(ies), and
that he/she/it is/are the agent(s) of the instrument, the person(s) of the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal this 24th day of July, 2016.

Thomas E. Cornwell - Notary Public



Tax Rolls - Real Property

2021 Landroll Information					
DAIGLE TIMOTHY JAMES JR & JENEE MIC 15361 S SWAN RD GULFPORT, MS 39503					
Physical Street Address: 15361S SWAN RD					
Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.	
0807E-01-001.000	56317	2GO		1	
Supervisor District:		Subdivision:			
2					
Exemption Code					
Non-Exempt					
Section	Township	Range			
28	06	11			
Instrument Number(s)					
2016-0005179-D-J1, 2009-0005275-D-J1, 1332/0120, 1320/0536					
Acres	Land Value	Improvements	Total Value	Assessed Value	
21	3282	483207	486489	48801 48347.2 / 452.55	
Legal Description					
E1/2 OF NE1/4 OF SW1/4 SEC 28-6-11 LYING S OF S SWAN RD					

There are 2 building description records attached to this parcel.

Improvement 1 (Primary)	
Year Built:	0

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
DAIGLE SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the ____ day of _____, 2022, A.D., by Daigle 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. Commercial: Lot 2 in Daigle 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 story commercial lot.

2. MINIMUM SQUARE FOOTAGE: No minimum square footage.

3. LOT SIZE: No building 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: Setbacks shall be in compliance with the City zoning requirements.

5. 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 Daigle Subdivision LLC as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Daigle Subdivision LLC (hereinafter "Association"). Said Association shall be governed by two (2) 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:

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-half (1/2) 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 of 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.

name, place and stead for the purpose of accomplishing a repair of 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.

9. 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.

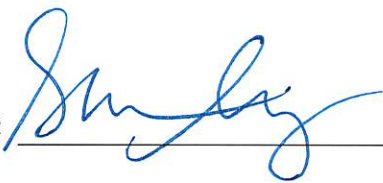
10. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee

11. 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.

12. 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.

13. 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.

GIVEN UNDER MY HAND AND SEAL of office this 9th day of March, 2022.

NOTARY PUBLIC 

MY COMMISSION EXPIRES: 7/26/2025



DRAFT

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000

SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

OVERALL LEGAL DESCRIPTION PRIOR TO RESUBDIVISION
(DR 2016-5179-D-J1)

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28,
Township 6 South, Range 11 West, City of Gulfport, First Judicial District of
Harrison County, Mississippi.

LESS AND EXCEPT

That part lying within South Swan Road.

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

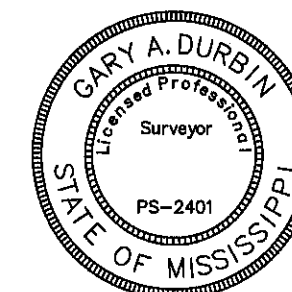
This is a Class "B" survey per "The Standards of Practice for Land Surveying in
the State of Mississippi".

Bearings based on GPS Observation of the south margin of South Swan Road, NAD
83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of
Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0255-H,
Revised: 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.

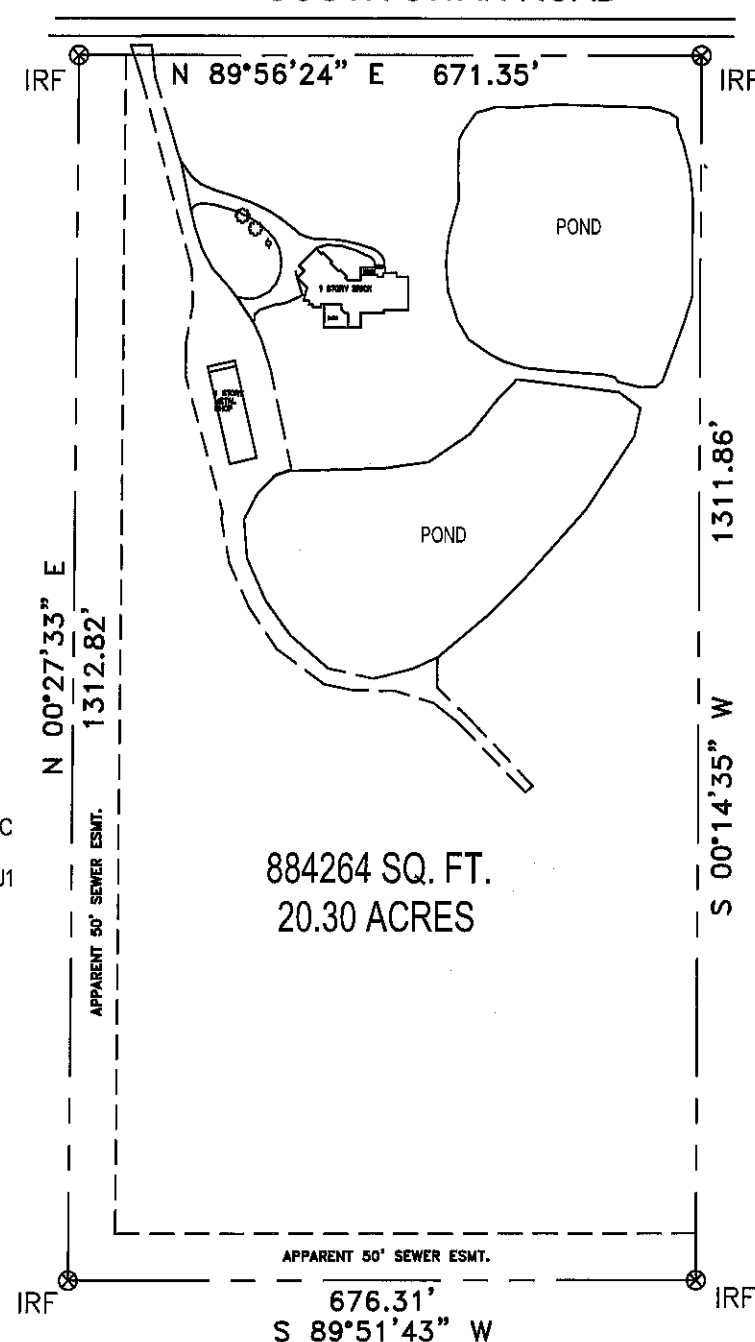
Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 8, 2022



SHEET 1 OF 3 10925A

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com

SOUTH SWAN ROAD



NOW OR FORMERLY
KIRK LADNER
0807E-01-004.000
DR 2005-11344-D-J1

884264 SQ. FT.
20.30 ACRES

NOW OR FORMERLY
ROBERT GILCHRIST
0807E-01-011.000
DR 2017-324-D-J1

SCALE: 1"=200'
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

REFERENCE:
SURVEY BY ERIC
MENHENNETT, P.L.S.
DATED 9/24/09

BUILDING
SETBACKS

FRONT 25'
SIDE 15'
REAR 15'

NOW OR FORMERLY
CBH PROPERTIES INC
0807E-01-002.000
DR 2013-2793-D-J1

Building setbacks, required elevations, wetlands
determination, et cetera, to be prescribed by
appropriate governing bodies.

Re-subdivision of parcel subject to current subdivision
and zoning regulations. Consult appropriate planning and
zoning officials for complete information.

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000

SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

LEGAL DESCRIPTION CREATED BY RESUBDIVISION
PARCEL "A" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence S 89°56'24" W 50.00 feet to an iron rod, thence S 00°27'33" W 1312.82 feet to an iron rod, thence N 89°51'43" E 676.31 feet to the Point of Beginning. Said parcel contains 597787 square feet or 13.72 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 February 8, 2022.

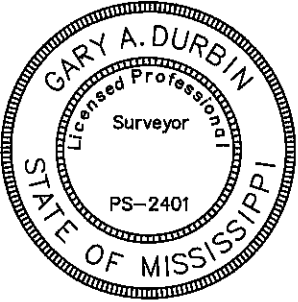
LEGAL DESCRIPTION CREATED BY RESUBDIVISION
PARCEL "B" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod and the Point of Beginning, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence N 89°56'24" E 621.35 feet to an iron rod, thence S 00°14'35" W 578.66 feet to the Point of Beginning. Said parcel contains 286478 square feet or 6.58 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 February 8, 2022.

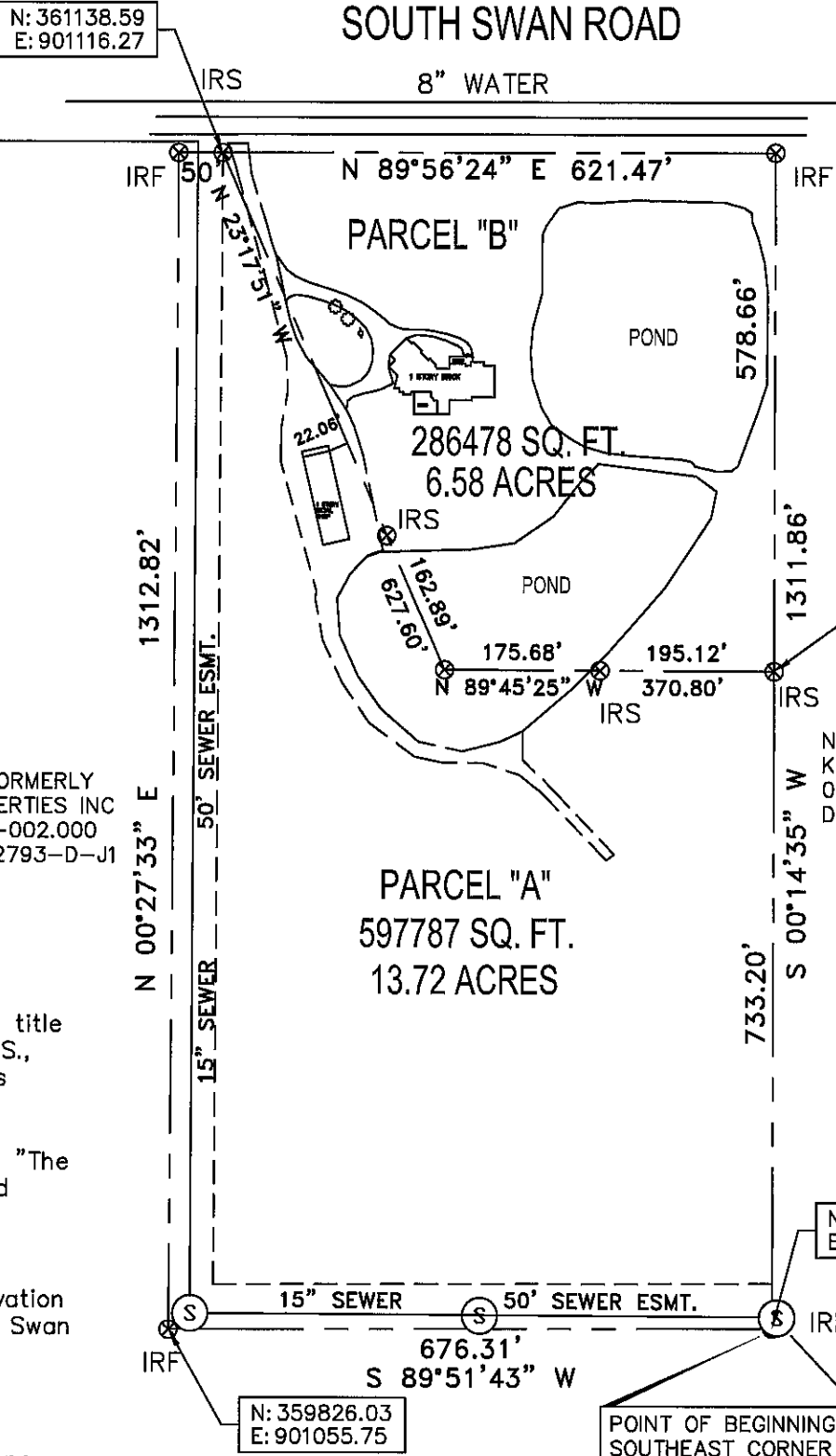
This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of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

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 8, 2022



SHEET 2 OF 3 10925B

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com



NOW OR FORMERLY
ROBERT GILCHRIST
0807E-01-011.000
DR 2017-324-D-J1

NOW OR FORMERLY
KIRK LADNER
0807E-01-004.000
DR 2005-11344-D-J1

N: 359827.66
E: 901732.06

N: 359826.03
E: 901055.75

N: 360560.86
E: 901735.17

SCALE: 1"=200'
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

REFERENCE:
SURVEY BY ERIC
MENHENNETT, P.L.S.
DATED 9/24/09

BUILDING
SETBACKS

FRONT 25'
SIDE 15'
REAR 15'

NOW OR FORMERLY
CBH PROPERTIES INC
0807E-01-002.000
DR 2013-2793-D-J1

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 south margin of South Swan Road, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0255-H, Revised: 6/16/09.

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of Parcel #0807E-01-001.000 of land in Section 28, Township 6 South, Range 11 West in the 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 the South margin of South Swan Road. The ad valorem tax parcel number of the subject property is 0807E-01-001.000. The case file number is

LEGAL DESCRIPTIONS OF
PARCEL PRIOR TO
RESUBDIVISION

SEE SHEET 1 OF 3

LEGAL DESCRIPTIONS OF
PARCEL CREATED BY THIS
RESUBDIVISION

SEE SHEET 2 OF 3

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:

~~TIMOTHY JAMES DAIGLE, JR. - OWNER~~

JENEE MICHELLE DAIGLE - OWNER

This 8th day of March, 2022.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforementioned TIMOTHY JAMES DAIGLE AND JENEE MICHELLE DAIGLE, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth. This 07th day of March 2022.

Notary Public

My Commission Expires: 7/24/2025

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2022.

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 _____, 2022.

ATTEST:

ADOPT:

Brittany Rodgers, Clerk of Council

F.B. "Rusty" Walker, IV, President

Clerk of Council

President

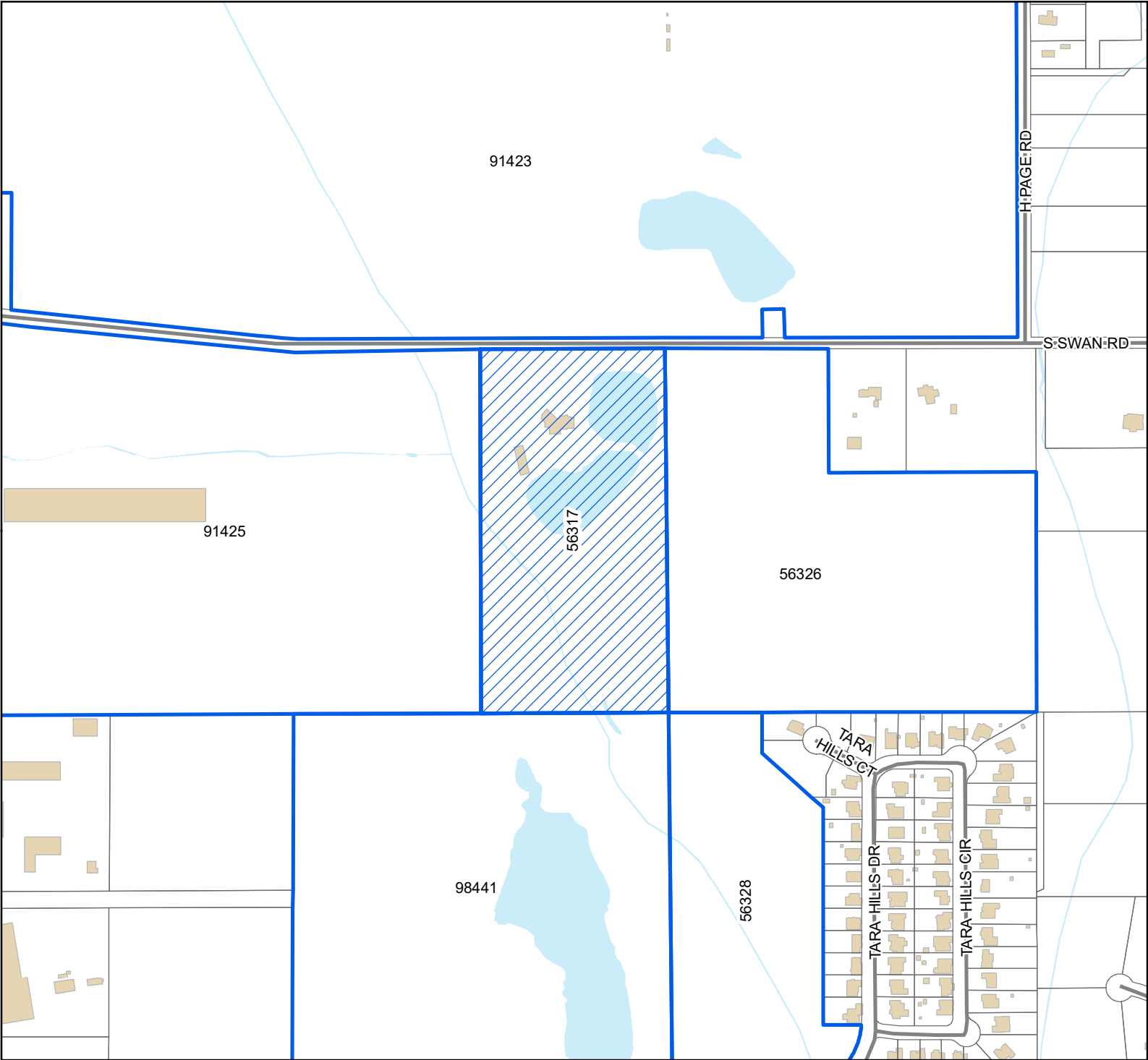
This resubdivision plat and certificate of Resubdivision, having been submitted and approved by the Mayor, this _____day of _____, 2022.

Billy Hewes, Mayor

SHEET 3 OF 3

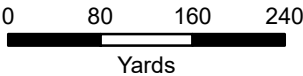
10925C

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-5632 Telexkdq@aol.com



Legend

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



1 inch = 500 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
56317	0807E-01-001.000	DAIGLE TIMOTHY JAMES JR & JENEE MIC	15361 S SWAN RD	GULFPORT	MS	39503	
Adjacent Property Owners							
56328	0807F-01-005.000	BENEFIELD JONATHAN BLAKE	11080 BAYOU BERNARD	GULFPORT	MS	39503	
91425	0807E-01-002.000	CBH PROPERTIES LLC C/O KEITH HUBER COR	P O BOX 3368	GULFPORT	MS	39505	
91423	0807D-01-001.000	DAY DRUG CO INC	P O BOX 247	GULFPORT	MS	39502	
98441	0807E-01-011.000	GILCHRIST ROBERT A ETAL C/O T L JAMES &	P O BOX 1260	RUSTON	LA	71273	
56326	0807F-01-004.000	LADNER KIRK L	18226 HIGHWAY 53	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:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

MEMORANDUM

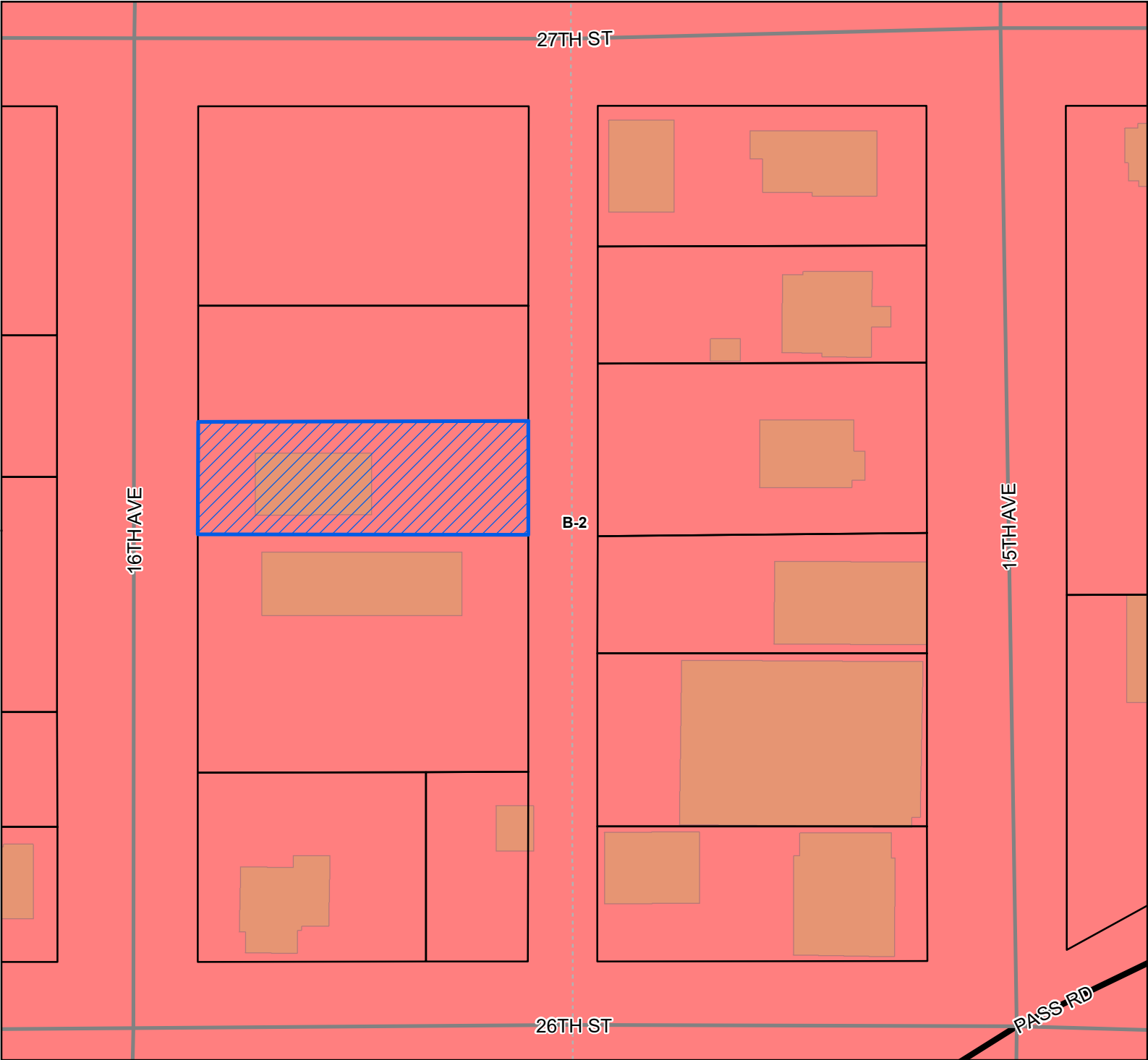
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Special Exception 2204SE074:
Withdrawn by Administration:

Special Exception 2204SE074, by agent Bridget Hutchinson, tax parcel 0811B-01-045.000,
Request Assisted Living Home use, 2614 16th Ave, Zoned B-2 (General-business), Ward 3



Legend

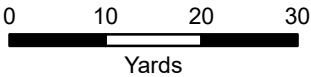
- Site
- US or State Highway
- Street
- Alley
- Parcels
- Buildings

Zoning

- B-2 - General Business District

Site Information

0811B-01-045.000
 Zoning: B-2 (General Business District)
 Size: 6,976 square feet
 Flood: X



1 inch = 60 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 #: 2204 SE 074

Date Received: 3/8/22

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

TAX PARCEL # 0811B-01-045.000

Address of Property Involved: 2614 16th Ave, Gulfport, MS 39501

Lot(s) 22+23, Block(s) 12, Subdivision Arlington Heights Addition

General Location: 16th Ave

GENERAL DESCRIPTION OF REQUEST:

Assisted Living Home

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 Hutchinson
Printed Name Of Owner
13085 Andy St
Mailing Address
Gulfport MS 39503
City State Zip code
228-297-5070
Home Phone Work/Cell Phone
vacarents7@gmail.com
Email
Matthew Hutchinson
Signature Of Owner

AGENT

Bridget Hutchinson
Printed Name Of Agent
18353 Sky Lane
Mailing Address
Saucier MS 39574
City State Zip code
228-669-9788
Home Phone Work/Cell Phone
vacarents7@gmail.com
Email
[Signature]
Signature Of Agent

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

☐

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



Joseph L. Hutchinson 1st Judicial District
Instrument 2017 2764 D -J1
Filed/Recorded 5/4/2017 03:26 P
Total Fees \$ 13.00
2 Pages Recorded

Quit Claim Deed

Prepared by and return to:
Joseph Hutchinson
18353 Sky Lane
Saucier, MS 39574
225-304-1119

Grantor:
Joseph L Hutchinson
18353 Sky Lane
Saucier, MS 39574
(225) 304-1119

Grantee:
Mathew Hutchinson
13085 Andy St
Gulfport, MS 39503
(228) 297-5070

2

Quit Claim Deed

Prepared by and return to:
Joseph Hutchinson
18353 Sky Lane
Saucier, MS 39574

Grantor:
Joseph L Hutchinson
18353 Sky Lane
Saucier, MS 39574
(225) 304-1119

Grantee:
Mathew Hutchinson
13085 Andy St
Gulfport, MS 39503
(228) 297-5070

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 which is hereby acknowledged, the undersigned, Joseph L Hutchinson, does hereby sale and convey and quit claim unto Mathew Hutchinson, all his/her right title and interest in the following described land and property located and being situated in the county of Harrison, first judicial district, State of Mississippi and being described as:

LOTS 22 & 23 BLK 12 ARLINGTON HEIGHTS ADD
ARLINGTON HEIGHTS ADD S/T/R 03-08-11 BLOCK 012
PARCEL 0811B-01-045.000
HARRISON COUNTY, MISSISSIPPI

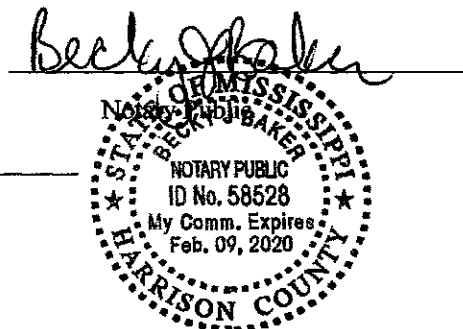
Joseph L. Hutchinson



STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 15 day of April 2017, the within my jurisdiction, the within named Joseph L. Hutchinson, who acknowledged that he executed and delivered the above and forgoing instrument.

My Commission Expires: Feb 9, 2020



BUSINESS PLAN

For

Mathew Hutchinson dba Divine Assisted Living Facilities 2614 16th Ave, Gulfport, MS

We are seeking Zoning Permit for the property located at 2614 16th Ave, Gulfport, MS

; propose use of the address is Personal Care Home - Residential Living facility operating 24 hours a day, seven (7) days a week, accepting individuals who require personal care services or individuals, who due to functional impairments, may require mental health services to compensate for activities of daily living.

SOURCE: Miss. Code Ann. §43-11-13

FOOD SERVICE

Rule 48.13.1 Meals. The licensed facility shall provide residents with well-planned, attractive, and satisfying meals at least three (3) times daily, seven (7) days a week, which will meet their nutritional, social, emotional and therapeutic needs. The daily food allowance shall meet the current recommended dietary allowances.

PHYSICAL FACILITIES.

Our licensed facility with six (6) or fewer residents shall meet the requirements as set forth in the Facility Inspection Report that will be issued by the Mississippi State Department of Health.

Staffing: facilities shall have an employee dedicated to meal preparation and food service.

DRUG HANDLING

Psalm Twenty Three Assisted Living Facility will abide by Rule 48.15.1 Restrictions in the quantity and classes of drugs allowed in the licensed facility.

1. No Schedule I drugs shall be allowed in the licensed facility. Residents requiring administration of Schedule II Narcotics as defined in the Uniform Controlled Substances Law may be admitted to a personal care home. Schedule drugs may only be allowed in a personal care home if they are administered or stored

utilizing proper procedures under the direct supervision of a licensed physician or nurse.

2. The facility may keep on hand a limited amount of non-prescription, over-the-counter medications.

26

3. No intramuscular, subcutaneous, intravenous injectable, except for insulin and vitamin B-12, shall be allowed.

4. Insulin or vitamin B-12 may be administered only if the resident is able to administer his/her own injectable, or is administered by a licensed nurse.

PHYSICAL ENVIRONMENT

The following areas/rooms are to be provided in facility:

1. 3 Bedrooms with 2 twin size beds in each room, 2 Chest, 2 Nightstands and 2 side chairs
2. 1 Living room or Common Room to accommodate Residents and their guests if visitors
3. Kitchen and combined Dining Area to accommodate Residents
4. This Home has 2 Toilets and bathing facilities;
5. Laundry Room is located on site indoors

Communications. There will be one telephone in the licensed facility and such additional telephones as are necessary to summon help in the event of fire or other emergency. The telephone will be listed under the official licensed name of Divine Assisted Living Facilities

No part of the licensed facility may be rented, leased, or used for any purpose not related to the operation of the licensed facility.

GENERAL BUILDING REQUIREMENTS

The building shall be structurally sound, free from leaks and excessive moisture, in good repair, and painted at sufficient

reasonably attractive inside and out. Walls and ceilings of hazardous areas shall be one (1) hour fire resistance rating.

Heating and Cooling Systems. Adequate heating and cooling systems shall be provided to maintain inside temperature between 68 degrees Fahrenheit and 78 degrees Fahrenheit depending on the season.

Lighting. Each resident's room shall have artificial light adequate for reading and other uses as needed. hallways, stairways, ramps, cellars, attics, storerooms, kitchens, laundries, and service units shall have sufficient artificial lighting to prevent accidents and promote efficiency of service. Night lights will be provided in all hallways, stairways, toilets, and bathing rooms.

Screens. All screen doors and non-stationary windows will be equipped with tight fitting, full length, sixteen (16) mesh screens. Screen doors shall swing out and shall be equipped with self-closing devices.

Floors. All floors shall be smooth and free from defects such as cracks, and shall be finished so that they can be easily cleaned.

Walls and Ceilings. All walls and ceilings shall be of sound construction, with an acceptable surface, and shall be maintained in good repair.

Ramps and Inclines. Ramps and inclines, are currently installed for the use of residents, do not exceed one (1) foot of rise in ten (10) feet of run, will be furnished with a non-slip floor, and are provided with handrails on both sides.

Fire Extinguishers. Fire extinguishers of number, type, and capacity appropriate to the need will be provided for each floor and for special fire hazard areas such as kitchen, laundry, and mechanical room. All extinguishers will be of a type approved by the licensing agency.

RESIDENT ACTIVITIES

Activities Program. An activities program shall be in effect which is appropriate to the needs and interests of each resident.

1. Adequate and activity-appropriate space shall be provided for the various resident activities.
2. Activities shall be provided on daily basis.
3. Available community resources shall be utilized in the activities program.
4. Supplies shall be available to implement an adequate activities program.
5. A non-resident employee shall be responsible for the activities program.

Bridget Hutchinson **Director**

Mathew Hutchinson **Co-Director**

 228-669-9788
Mathew Hutchinson 228-297-5070

G

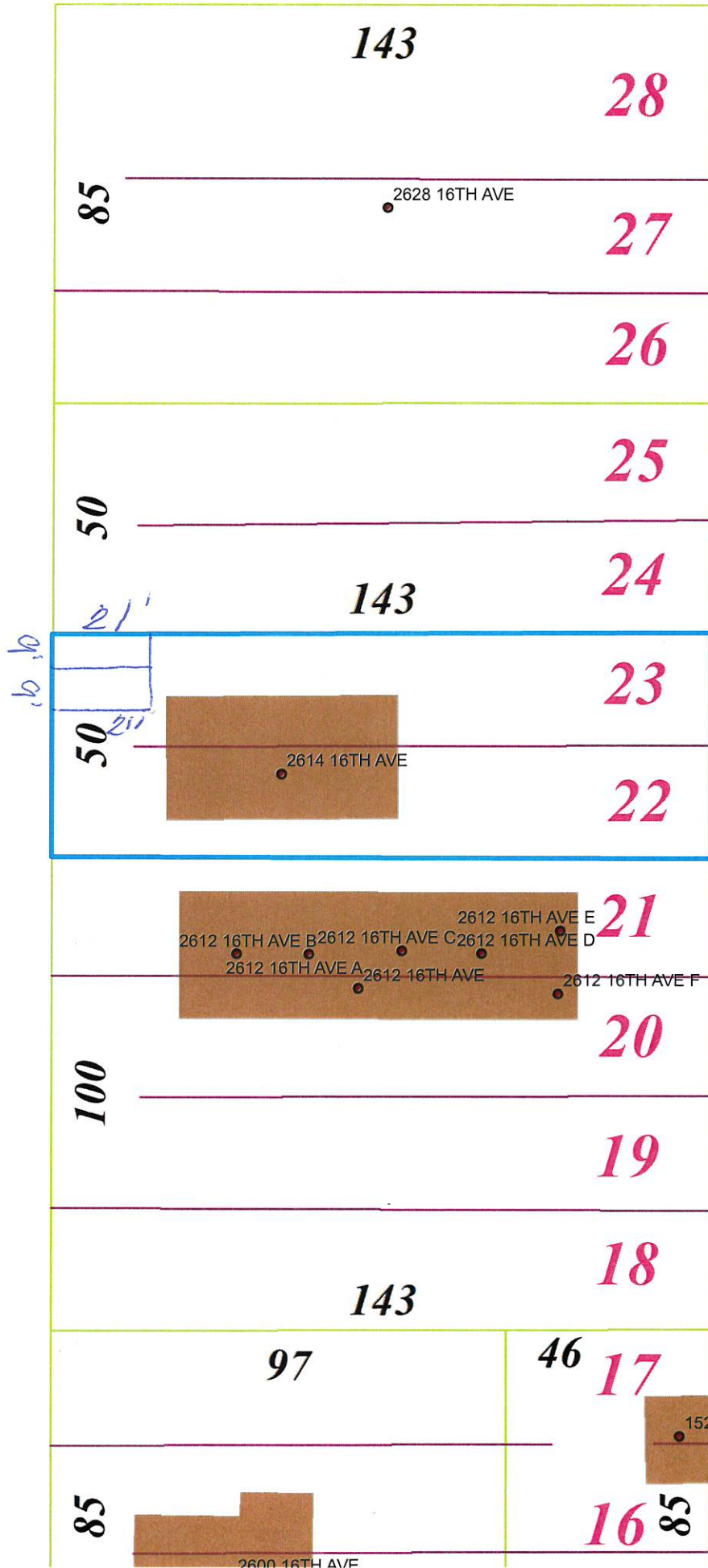
We are located in a Gulfport City location & will not create any undue traffic hazard or congestion. We will be in harmony with the District. We will utilize existing city transportation, access, water, and waste disposal. We will be within 3 miles of the city police & we are only blocks from the fire department.

note * - As to the harmony of the
Neighborhood.

We will have assisted
tenants living in this home,
there will be no excessive
traffie, there will not be
but one full time employee
at a time and there will
be no more than ____ tenants
in this home. These tenants
will not own vehicles & this
Should not create undue
traffic. Visits From outside
guests will be scheduled to
control the traffic (limited to
no more than two vehicles at



16TH AVE



12

March 9, 2022

To Whom It May Concern:

I, Matthew Hutchinson, do give permission and full authority to act on my behalf for the properties that I own, to Bridget Hutchinson. If you have any questions, feel free to contact her or myself at the numbers listed below.

Matthew Hutchinson 228-669-9788

Bridget Hutchinson 228-297-5070

Matthew Hutchinson

Matthew Hutchinson

[Signature]

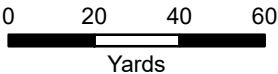
Samantha Belsome, Notary





Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Alley
- Buildings



1 inch = 135 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	22913	0811B-01-045.000	MATHEW HUTCHINSON (OWNER)	13085 ANDY ST	GULFPORT	MS	39503
	22913	0811B-01-045.001	BRIDGET HUTCHINSON (AGENT)	18353 SKY LANE	SAUCIER	MS	39574
			Adjacent Property Owners				
	22829	0811B-01-023.000	BUI HIEN D & MAI VY D Q	19365 WINDWARD COVE	GULFPORT	MS	39503
	22902	0811B-05-021.000	CHILDREN'S WORLD LEARNING ACADEMY	18129 AUTRY DR	GULFPORT	MS	39503
	87641	0811B-01-035.000	CHILDRESS TERRICE C	2617 15TH AVE	GULFPORT	MS	39501
	22910	0811B-01-043.000	CRAIG KYLE & DROZ AMARILYS MACHADO	630 MAGNOLIA DR	BAY ST LOUIS	MS	39520
N	22912	0811B-01-044.000	CRAIG KYLE & DROZ AMARILYS MACHADO	630 MAGNOLIA DR	BAY ST LOUIS	MS	39520
	22841	0811B-01-031.000	CULOTTA SUSAN G	2713 15TH AVE	GULFPORT	MS	39501
	22853	0811B-05-005.000	D'ANGELO DAVID A	436 JORDAN DR	BILOXI	MS	39531
	87815	0811B-05-007.000	D'ANGELO DAVID A	1608 27TH ST	GULFPORT	MS	39501
	22903	0811B-05-022.000	FISH GEAN	413 ROSS CIRCLE	BILOXI	MS	39531
	22898	0811B-05-018.000	FOUR ACES PROPERTIES LLC	16215 ORAL RD	BILOXI	MS	39532
	22909	0811B-01-037.000	HEBERT CHRISTOPHER S	440 E PASS RD	GULFPORT	MS	39507
	22842	0811B-01-048.000	HOSKINS FRED & KEVIN	542 FM 713	LOCKHART	TX	78644
	22896	0811B-05-011.000	HUXLEY LEMOIN	15138 MILLS RD	GULFPORT	MS	39503
	87818	0811B-05-019.000	KINSEY IRENE	2604 17TH AVE	GULFPORT	MS	39501
	22905	0811B-01-034.000	MCCLAIN TRAVIS L SR	8424 WEST ST	OCEAN SPRINGS	MS	39564
	22897	0811B-05-012.000	O M T LLC & F T O LLC	P O BOX 6976	GULFPORT	MS	39506
N	22895	0811B-05-010.000	OMT LLC	P O BOX 6976	GULFPORT	MS	39506
	22915	0811B-01-047.000	REFUGE TEMPLE CHURCH	P O BOX 3392	GULFPORT	MS	39505
N	22914	0811B-01-046.000	REFUGE TEMPLE CHURCH	P O BOX 3392	GULFPORT	MS	39505
	22908	0811B-01-036.000	ROSSKOPF JEFFREY LEE -ETAL-	199 LOCUST ST	GULFPORT	MS	39507
	22904	0811B-01-033.000	SCOFIELD CARLIE D & MARTHA T -L/E-	31 40TH ST	GULFPORT	MS	39501
	22920	0811B-01-021.000	SCOFIELD MARTHA & STEPHEN S	59 54TH ST	GULFPORT	MS	39507
	22911	0811B-01-042.000	SHIVLEY LINDA	1522 26TH ST	GULFPORT	MS	39501
	141174	0811B-01-035.001	SIGNATURE GULF COAST PROPERTIES LLC	1715 21ST AVE	GULFPORT	MS	39501
	22919	0811B-01-020.000	SIMMONS D H PROPERTIES NO 1 LLC	33 OLD OAK LANE	GULFPORT	MS	39503
	22901	0811B-05-020.000	SMITH CONTRACTING CO LLC	2606 17TH AVE	GULFPORT	MS	39501
	22840	0811B-01-032.000	TRAN SANG VAN & BICH NGOC N	1200 2ND ST	GULFPORT	MS	39501
	22893	0811B-05-008.000	WITRAGO MARIVEL M & AGUILAR MARIA C	2625 16TH AVE	GULFPORT	MS	39501
N	22894	0811B-05-009.000	WITRAGO MARIVEL MERCEDES	2625 16TH AVE	GULFPORT	MS	39501

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:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Special Exception 2201SE076:

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000,
Request Special Exception for assisted living facility use, 3509 22nd St, Ward 1

Technical Report

SPECIAL EXCEPTION

GENERAL INFORMATION

Case File Number: 2204SE076

Hearing Date: Zoning Board April 21, 2022
Planning Commission April 28, 2022

Current Zoning/Use: R-2 / Vacant Structure

Legal: Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St, Zoned R-2 (Single-family), Ward 1

TECHNICAL DETAILS

The applicant requests a Special Exception to allow for an assisted living facility use located at 3509 22nd Street zoned R-2 (Single-family). The applicant states, "that the personal care home will operate 24 hours a day, seven days a week, accepting individuals who require personal care services or individuals, who due to functional impairments, may require mental health services to compensate for activities of daily living. Facility shall provide residents with meals three times daily seven days a week." Further, it is implied that the facility will have six or fewer residents and shall have an employee dedicated to meal preparation and food service.

Upon a site visit on 4/12/2022, staff found that the structure is deemed uninhabitable (See attached pictures). It has been established by an inspection that the home has foundation failure, black mold, holes in roof and floor. Boards covering over damages as well as a tree has fallen on the roof. The applicant states that there are currently ramps and inclines are installed, however, a tree limb has grown through the floorboard of the porch. Therefore, porch, ramps and inclines are deemed unsafe. Thus, this case should not be approved until the applicant has provided safe and habitable conditions for the residence. In addition, on April 21, 2022 the Zoning Board denied the applicant request due to unsafe conditions and the have been deemed uninhabitable by the chief building inspector.

EXECUTIVE SUMMARY:

Staff found that the structure is deemed uninhabitable. Thus, this case should not be approved until the applicant has provided safe and habitable conditions for the residence. This type of use does not require a business license; therefore, if approved, the city would not be able to make sure that the living conditions for these individuals would be up to standard living requirements if approved at this time. On April 21, 2022 the Zoning Board denied the applicant request due to unsafe conditions and the have been deemed uninhabitable by the chief building inspector.

Any approval should consider these conditions:

1. Staff found that the structure is deemed uninhabitable.
2. Sprinkler required. As a condition 1 2 13Dsystem would be required and 2 2 13R sprinkler would be required.

Technical Report

SPECIAL EXCEPTION

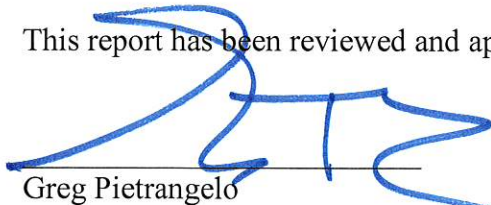
3. On April 21, 2022 the Zoning Board denied the applicant request.
4. Parking is inadequate.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	No conditions. Memo dated 4/12/2022.
<u>Public Works:</u>	No comment as of 4/14/2022.
<u>Traffic and Safety:</u>	Conditions. Parking inadequate. Memo dated 4/8/2022.
<u>Building Code Services:</u>	Staff found that the structure is deemed uninhabitable. Sprinkler required. As a condition 1 2 13Dsystem would be required and 2 2 13R sprinkler would be required. Memo dated 4/6/2022 and 4/12/2022.
<u>GIS:</u>	No conditions. Memo dated 4/7/2022.
<u>Police Department:</u>	No conditions. Memo dated 4/06/2022.
<u>Fire Department:</u>	Conditions. Sprinklers/Alarm required. Memo dated 4/11/2022.
<u>City Arborist:</u>	No conditions. Memo dated 4/6/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



















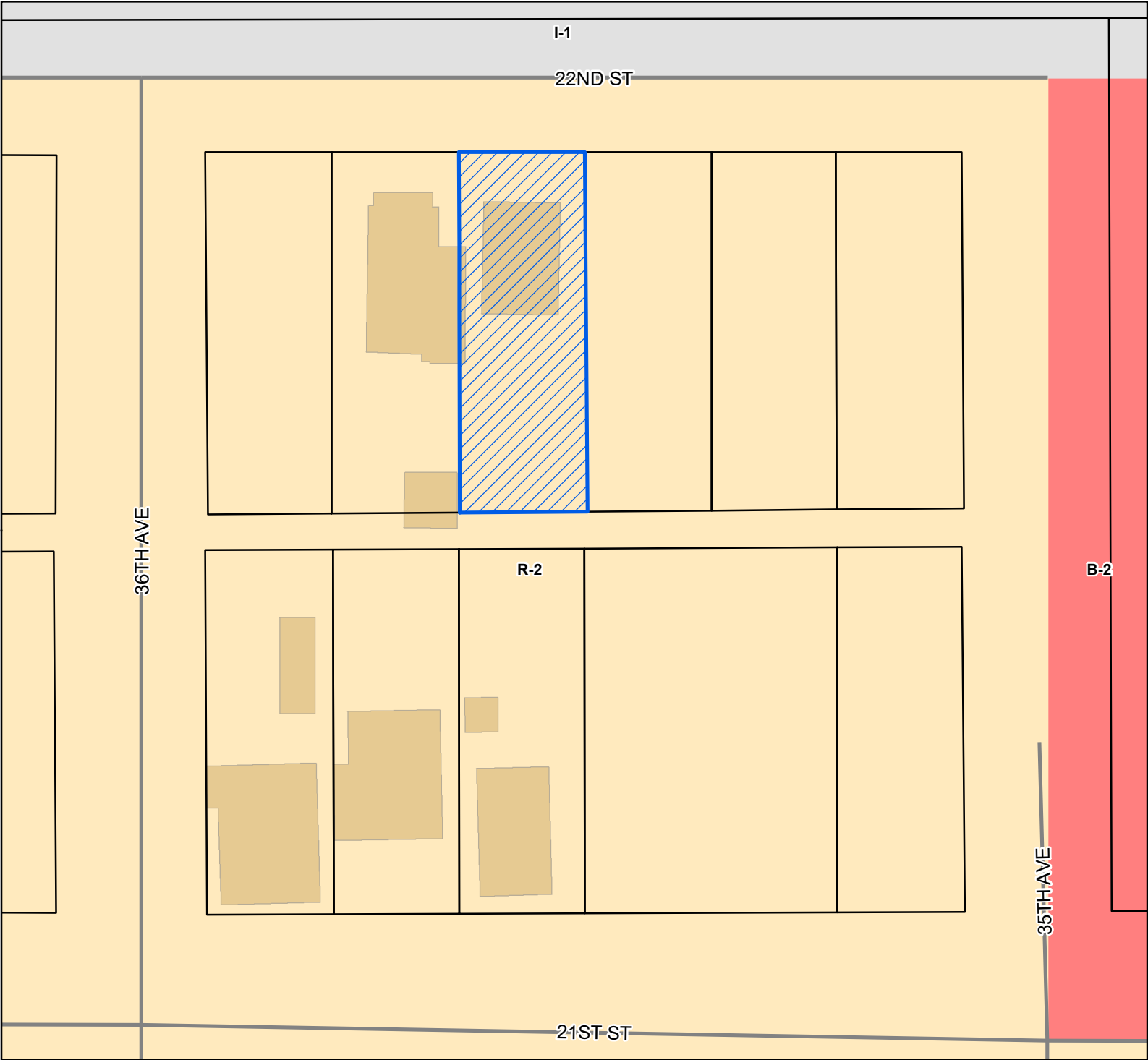








Sent from my iPhone



Legend

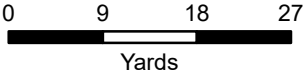
- Site
- Street
- Parcels
- Buildings

Zoning

- B-2 - General Business District
- I-1 - Light Industry District
- R-2 - Single Family Residence District (Medium Density)

Site Information

0711H-01-007.000
Zoning: R-2 (Single-family residence)
Size: 7,156 square feet
Flood: AE



1 inch = 55 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 SPECIAL EXCEPTION

Property Information

TAX PARCEL # 0711H - 01 - 007 • 000

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					-			-						•					
					-			-						•					

For Staff Use Only
Case File #: 2204SE 076
Date Received: 3/8/22
Receipt #: _____
Received By: _____
Zoning: R-2
Ward: 1 Flood: AE
Size: 7,156

(If necessary, use separate sheet of paper)

Address of Property Involved: 3509 22nd Street, Gulfport

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

General Location: see Address

GENERAL DESCRIPTION OF REQUEST:

Assisted living facility

OWNERSHIP AND CERTIFICATION:

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

OWNER
Mathew Hutchinson
Printed Name Of Owner
13085 Andy St
Mailing Address
Gpt ms 39503
City _____ State _____ Zip code _____
228-669-9788
Home Phone _____ Work/Cell Phone _____
Mathew Hutchinson
Email _____
vaca rents 7@gmail.com
Signature Of Owner

AGENT
Bridget Hutchinson
Printed Name Of Agent
18353 Sky Lane
Mailing Address
Saucier ms 39574
City _____ State _____ Zip code _____
228-669-9788
Home Phone _____ Work/Cell Phone _____
Bridget Hutchinson
Email _____
vaca rents 7@gmail.com
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.

☐

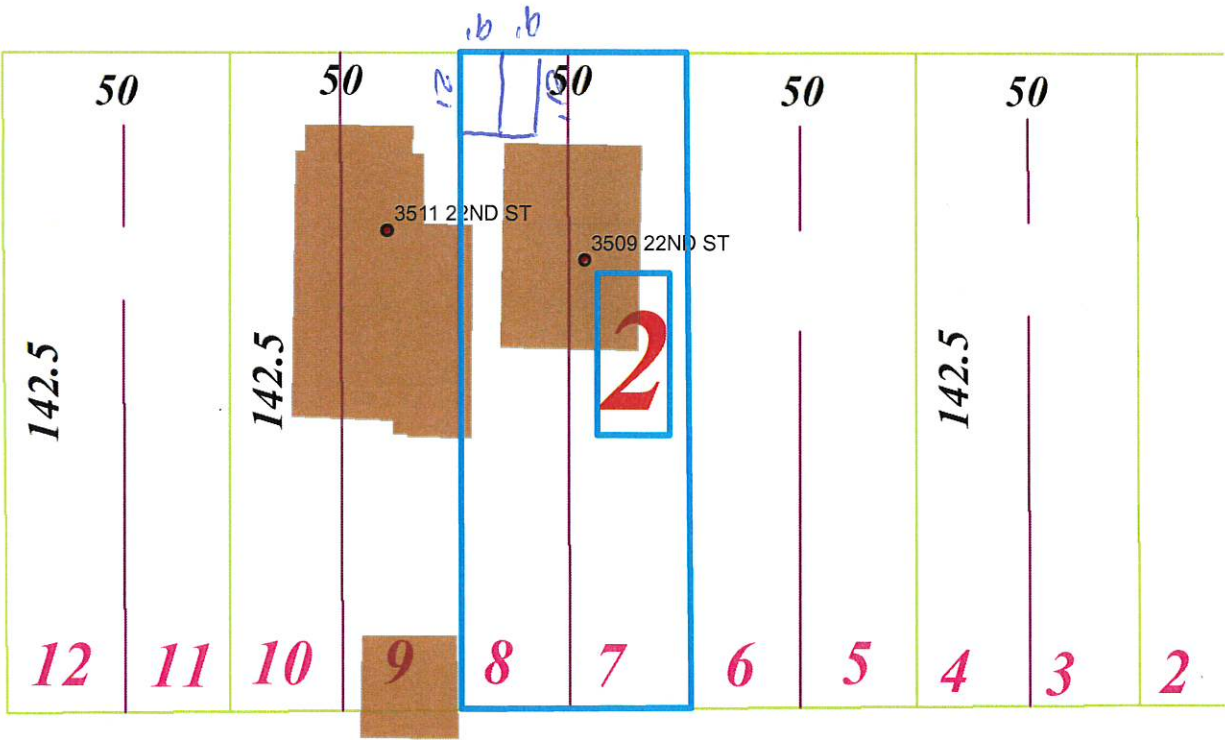
SECTIONS A. THROUGH H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.



22ND ST

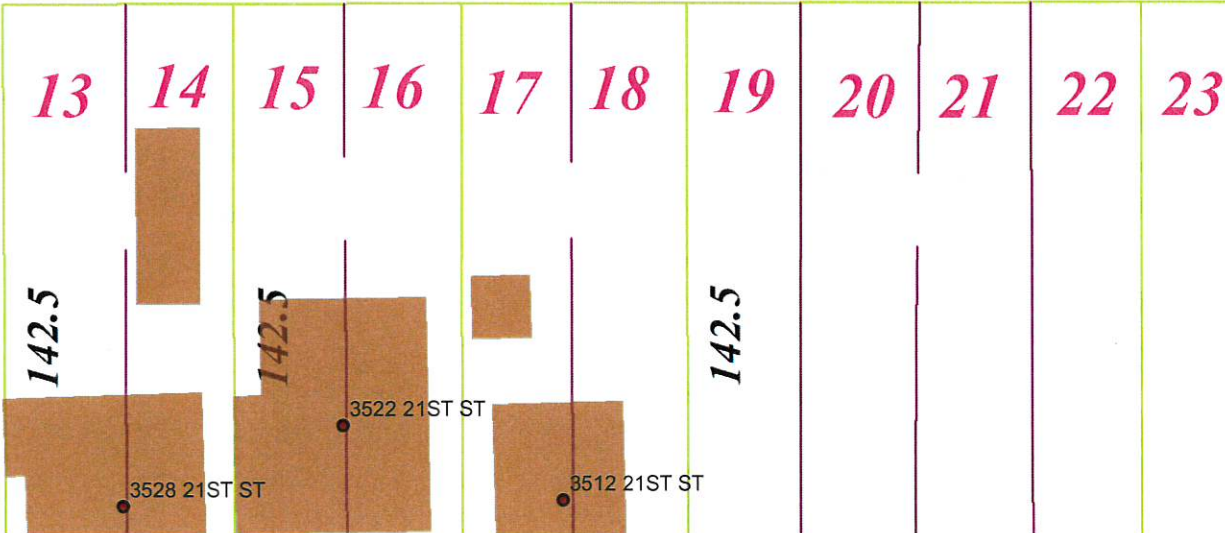
142.5

36TH AVE



4

142.5



BUSINESS PLAN

For

Mathew Hutchinson dba Divine Assisted Living Facilities 3509 22nd Street, Gulfport, MS

We are seeking Zoning Permit for the property located at 3509 22nd Street, Gulfport, MS

; propose use of the address is Personal Care Home - Residential Living facility operating 24 hours a day, seven (7) days a week, accepting individuals who require personal care services or individuals, who due to functional impairments, may require mental health services to compensate for activities of daily living.

SOURCE: Miss. Code Ann. §43-11-13

FOOD SERVICE

Rule 48.13.1 Meals. The licensed facility shall provide residents with well-planned, attractive, and satisfying meals at least three (3) times daily, seven (7) days a week, which will meet their nutritional, social, emotional and therapeutic needs. The daily food allowance shall meet the current recommended dietary allowances.

PHYSICAL FACILITIES.

Our licensed facility with six (6) or fewer residents shall meet the requirements as set forth in the Facility Inspection Report that will be issued by the Mississippi State Department of Health.

Staffing: facilities shall have an employee dedicated to meal preparation and food service.

DRUG HANDLING

Psalm Twenty Three Assisted Living Facility will abide by Rule 48.15.1 Restrictions in the quantity and classes of drugs allowed in the licensed facility.

1. No Schedule I drugs shall be allowed in the licensed facility. Residents requiring administration of Schedule II Narcotics as defined in the Uniform Controlled Substances Law may be admitted to a personal care home. Schedule drugs may only be allowed in a personal care home if they are administered or stored

utilizing proper procedures under the direct supervision of a licensed physician or nurse.

2. The facility may keep on hand a limited amount of non-prescription, over-the-counter medications.

26

3. No intramuscular, subcutaneous, intravenous injectable, except for insulin and vitamin B-12, shall be allowed.

4. Insulin or vitamin B-12 may be administered only if the resident is able to administer his/her own injectable, or is administered by a licensed nurse.

PHYSICAL ENVIRONMENT

The following areas/rooms are to be provided in facility:

1. 3 Bedrooms with 2 twin size beds in each room, 2 Chest, 2 Nightstands and 2 side chairs
2. 1 Living room or Common Room to accommodate Residents and their guests if visitors
3. Kitchen and combined Dining Area to accommodate Residents
4. This Home has 2 Toilets and bathing facilities;
5. Laundry Room is located on site indoors

Communications. There will be one telephone in the licensed facility and such additional telephones as are necessary to summon help in the event of fire or other emergency. The telephone will be listed under the official licensed name of Divine Assisted Living Facilities

No part of the licensed facility may be rented, leased, or used for any purpose not related to the operation of the licensed facility.

GENERAL BUILDING REQUIREMENTS

The building shall be structurally sound, free from leaks and excessive moisture, in good repair, and painted at sufficient

reasonably attractive inside and out. Walls and ceilings of hazardous areas shall be one (1) hour fire resistance rating.

Heating and Cooling Systems. Adequate heating and cooling systems shall be provided to maintain inside temperature between 68 degrees Fahrenheit and 78 degrees Fahrenheit depending on the season.

Lighting. Each resident's room shall have artificial light adequate for reading and other uses as needed. hallways, stairways, ramps, cellars, attics, storerooms, kitchens, laundries, and service units shall have sufficient artificial lighting to prevent accidents and promote efficiency of service. Night lights will be provided in all hallways, stairways, toilets, and bathing rooms.

Screens. All screen doors and non-stationary windows will be equipped with tight fitting, full length, sixteen (16) mesh screens. Screen doors shall swing out and shall be equipped with self-closing devices.

Floors. All floors shall be smooth and free from defects such as cracks, and shall be finished so that they can be easily cleaned.

Walls and Ceilings. All walls and ceilings shall be of sound construction, with an acceptable surface, and shall be maintained in good repair.

Ramps and Inclines. Ramps and inclines, are currently installed for the use of residents, do not exceed one (1) foot of rise in ten (10) feet of run, will be furnished with a non-slip floor, and are provided with handrails on both sides.

Fire Extinguishers. Fire extinguishers of number, type, and capacity appropriate to the need will be provided for each floor and for special fire hazard areas such as kitchen, laundry, and mechanical room. All extinguishers will be of a type approved by the licensing agency.

RESIDENT ACTIVITIES

Activities Program. An activities program shall be in effect which is appropriate to the needs and interests of each resident.

1. Adequate and activity-appropriate space shall be provided for the various resident activities.
2. Activities shall be provided on daily basis.
3. Available community resources shall be utilized in the activities program.
4. Supplies shall be available to implement an adequate activities program.
5. A non-resident employee shall be responsible for the activities program.

Bridget Hutchinson **Director**

Mathew Hutchinson **Co-Director**



228-669-9788

Mathew Hutchinson 228-297-5070

#6

We are located in a Gulfport City location & will not create any undue traffic hazard or congestion. We will be in harmony with the District. We will utilize existing city transportation, access, water, and waste disposal. We will be within 3 miles of the city police & we are only blocks from the fire department.

note * - As to the harmony of the
Neighborhood.

We will have assisted
tenants living in this home,
there will be no excessive
traffie, there will not be
but one full time employee
at a time and there will
be no more than 6 tenants
in this home. These tenants
will not own vehicles & this
Should not create undue
traffic. Visits from outside
guests will be scheduled to
control the traffic (limited to
no more than two vehicles at

March 9, 2022

To Whom It May Concern:

I, Matthew Hutchinson, do give permission and full authority to act on my behalf for the properties that I own, to Bridget Hutchinson. If you have any questions, feel free to contact her or myself at the numbers listed below.

Matthew Hutchinson 228-669-9788

Bridget Hutchinson 228-297-5070

Matthew Hutchinson

Matthew Hutchinson

[Signature]

Samantha Belsome, Notary





Joseph L. Hutchinson 1st Judicial District
Instrument 2017 2768 D - J1
Filed/Recorded 6/ 4/2017 03:20 P
Total Fees \$ 13.00
2 Pages Recorded

Quit Claim Deed

Prepared by and return to:

Joseph Hutchinson

18353 Sky Lane

Saucier, MS 39574

225-304-1119

Grantor:

Joseph L Hutchinson

18353 Sky Lane

Saucier, MS 39574

(225) 304-1119

Grantee:

Mathew Hutchinson

13085 Andy St

Gulfport, MS 39503

(228) 297-5070

Quit Claim Deed

Prepared by and return to:
Joseph Hutchinson
18353 Sky Lane
Saucier, MS 39574

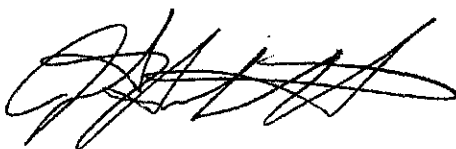
Grantor:
Joseph L Hutchinson
18353 Sky Lane
Saucier, MS 39574
(225) 304-1119

Grantee:
Mathew Hutchinson
13085 Andy St
Gulfport, MS 39503
(228) 297-5070

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 which is hereby acknowledged, the undersigned, Joseph L Hutchinson, does hereby sale and convey and quit claim unto Mathew Hutchinson, all his/her right title and interest in the following described land and property located and being situated in the county of Harrison, first judicial district, State of Mississippi and being described as:

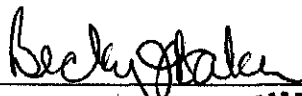
LOTS 7 & 8 BLK 2 SEA VIEW ADD PART OF NE ¼ OF SE ¼ OF
SEC 5-8-11 SEA VIEW ADD S/T/R 05-08-11 BLOCK 002
PARCEL 0711H-01-007.000
HARRISON COUNTY, MISSISSIPPI

Joseph L. Hutchinson



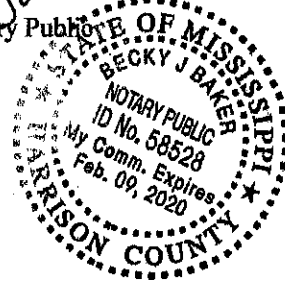
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 15 day of April 2017, the within my jurisdiction, the within named Joseph L. Hutchinson, who acknowledged that he executed and delivered the above and forgoing instrument.

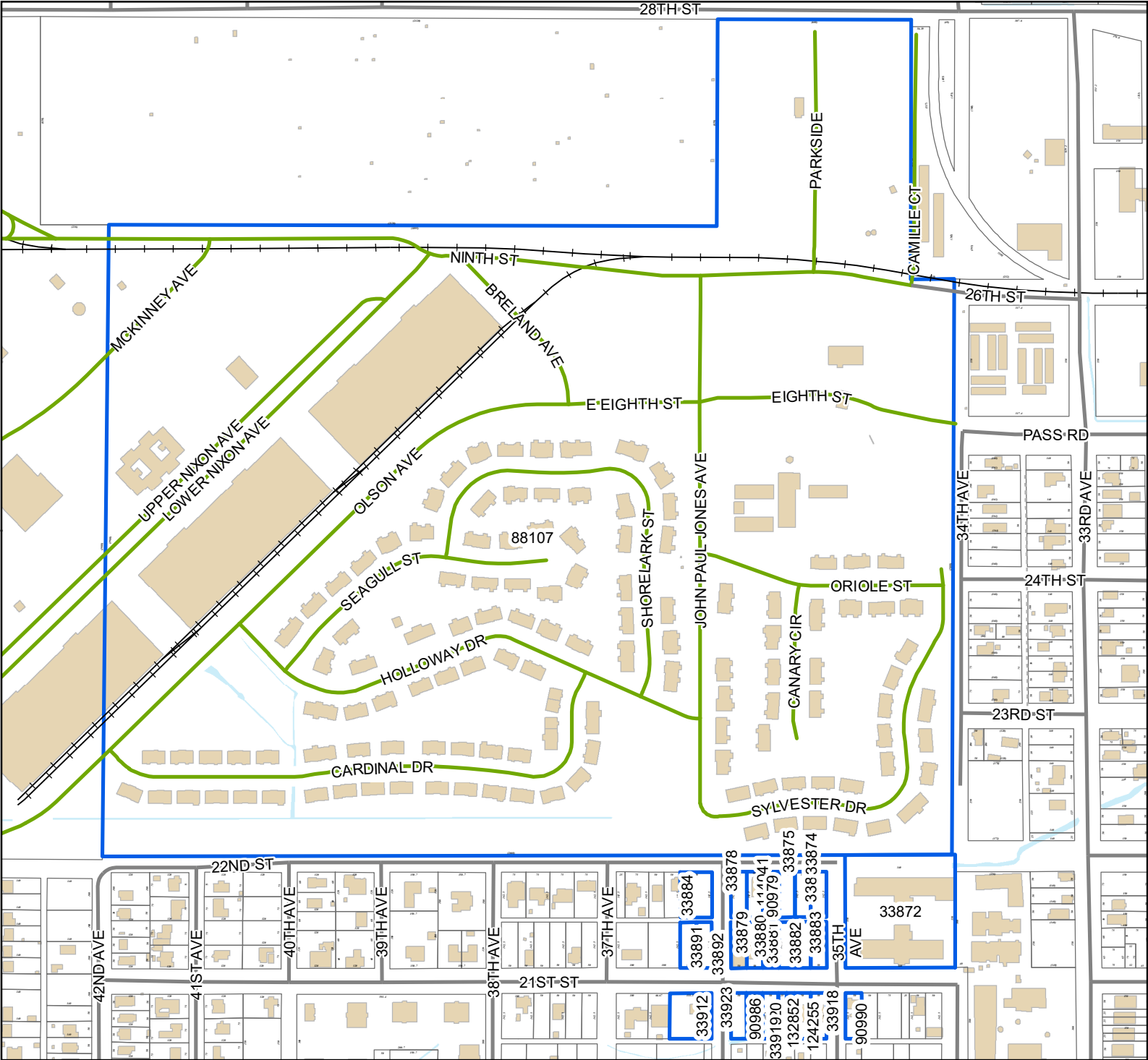


Notary Public

My Commission Expires: Feb 9, 2020

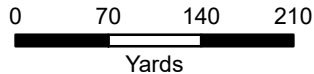


Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	90979	0711H-01-007.000	MATHEW HUTCHINSON (OWNER)	13085 ANDY ST	GULFPORT	MS	39503
	90979	0711H-01-007.000	BRIDGET HUTCHINSON (AGENT)	18353 SKY LANE	SAUCIER	MS	39574
N			Adjacent Property Owners				
	33882	0711H-01-004.000	BROWN SYLVIA L ETAL	P O BOX 2440 10521 S WALLACE ST C/O DR FREDNA	GULFPORT	MS	39503
	33883	0711H-01-003.000	BUTLER IVORY ETAL	D BUTLER MCNEAL	CHICAGO	IL	60628
	33918	0711H-01-054.000	COLE CAROLYN	3501 21ST ST	GULFPORT	MS	39501
	33874	0711H-01-005.000	CRAFT EARNIE MAE	606 E 5TH ST	GULFPORT	MS	39501
	114041	0711H-01-007.001	DAY LETITIA R	11334 FAIRFIELD LN	GULFPORT	MS	39503
	33923	0711H-01-043.000	EVANS MARIE DORIS	3527 21ST ST	GULFPORT	MS	39501
	90986	0711H-01-047.000	GATES ARTHUR	3611 21ST STREET	GULFPORT	MS	39501
	33884	0711H-01-011.000	GATES BETTY	3528 21ST ST	GULFPORT	MS	39501
N	33879	0711H-01-010.000	GATES BETTY JEAN ETAL	3528 21ST ST	GULFPORT	MS	39501
N	33878	0711H-01-010.001	GATES ELIZABETH ETAL	3528 21ST ST	GULFPORT	MS	39501
	33891	0711H-01-013.000	HARPER RUBEN CHARLES	2224 30TH ST APT C	GULFPORT	MS	39501
	132852	0711H-01-051.001	HARRIS WELTON	3509 21ST ST	GULFPORT	MS	39501
N	33919	0711H-01-051.000	HARRIS WELTON E	3509 21ST ST	GULFPORT	MS	39501
N	33920	0711H-01-048.000	HARRIS WELTON EUGENE	3509 21ST ST	GULFPORT	MS	39501
	33873	0711H-01-002.000	JACKSON EULIOUN	3701 MEADOWLARK DR	GULFPORT	MS	39501
	33875	0711H-01-006.000	JACKSON PRATHER E	8345 RESEDA BLVD STE 117	NORTHRIDGE	CA	91324
	33892	0711H-01-012.000	JOHNSON KEYSHAUNA	332 W MCHENRY RD	PERKINSTON	MS	39573
	33912	0711H-01-042.000	LENARD RICKY J & WILLIE E	102 MISSOURI ST	GULFPORT	MS	39501
	33881	0711H-01-008.000	MADDOX ROSIE L -EST-	3512 21ST ST	GULFPORT	MS	39501
	124255	0711H-01-054.001	MSL PROPERTIES LLC	20231 CLIFF ALLEN LN	LONG BEACH	MS	39560
	90990	0711H-01-055.000	SILVA PABLO A	2504 HALSEL ST	GULFPORT	MS	39503
	33880	0711H-01-009.000	THOMPSON JAMES	2000 46TH AVE	GULFPORT	MS	39501
	88107	0711A-01-003.000	U S GOVT	28TH ST	GULFPORT	MS	39501
N	33872	0711H-01-001.000	UNITED STATES OF AMERICA				0



Legend

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



1 inch = 435 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.

MW

RE: Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 13085 Andy St, Zoned R-2 (Single-family), Ward 1

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, April 21, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, April 21, 2022**. 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:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

MEMORANDUM

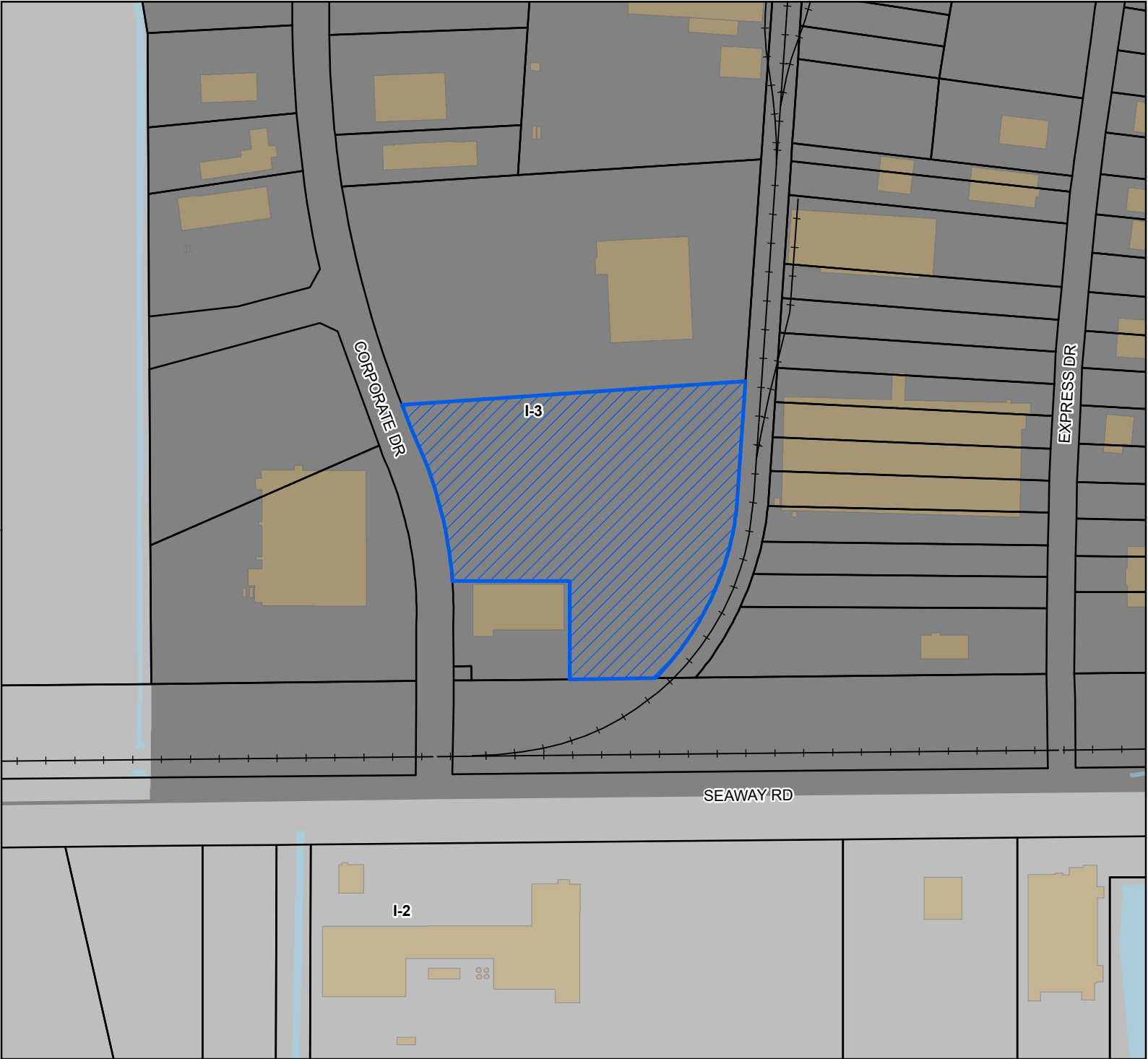
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Final Plat 2204PC078:

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5



Site

Street

Railroad

Parcels

Buildings

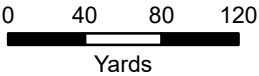
Water Features

Zoning

I-2 - Heavy Industry District

I-3 - Planned Industrial District

Site Information
0909A-01-001.044
Zoning: I-3 (Planned industrial park)
Size: 7.4 acres
Flood: 0.2%



1 inch = 300 feet



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



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

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #

0	9	0	9	A	-	0	1	-	0	0	1	●	0	4	4
					-			-				●			
					-			-				●			

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 2204PC078

Date Received: 3/8/2022

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

Address of Property Involved: 0 Corporate Dr. , Gulfport, MS 39503

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

General Location: 500' north of Seaway Rd. & Corporate Dr. interection along Corporate Dr. on the east side.

GENERAL DESCRIPTION OF REQUEST:

Subdivide the referenced tax parcel into 8 parcels.

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

Harrison County Development Commission

Printed Name Of Owner
12281 Intraplex Parkway

Mailing Address
Gulfport, MS 39503

City State Zip code
228-896-5020

Home Phone Work/Cell Phone
jgibson@mscoast.org

Email

Signature Of Owner

AGENT

Jason Gibson, P.E.

Printed Name Of Agent

Mailing Address

City State Zip code
228-437-7533

Home Phone Work/Cell Phone
jgibson@mscoast.org

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) Harrison County Development Commission

ADDRESS (STREET, CITY, STATE, ZIP CODE) 12281 Intraplex Parkway, Gulfport, MS 39503

PHONE # (H) _____ (W) 228-896-5020

TAX PARCEL NUMBER(S) OWNED 0909A-01-001.044

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: _____

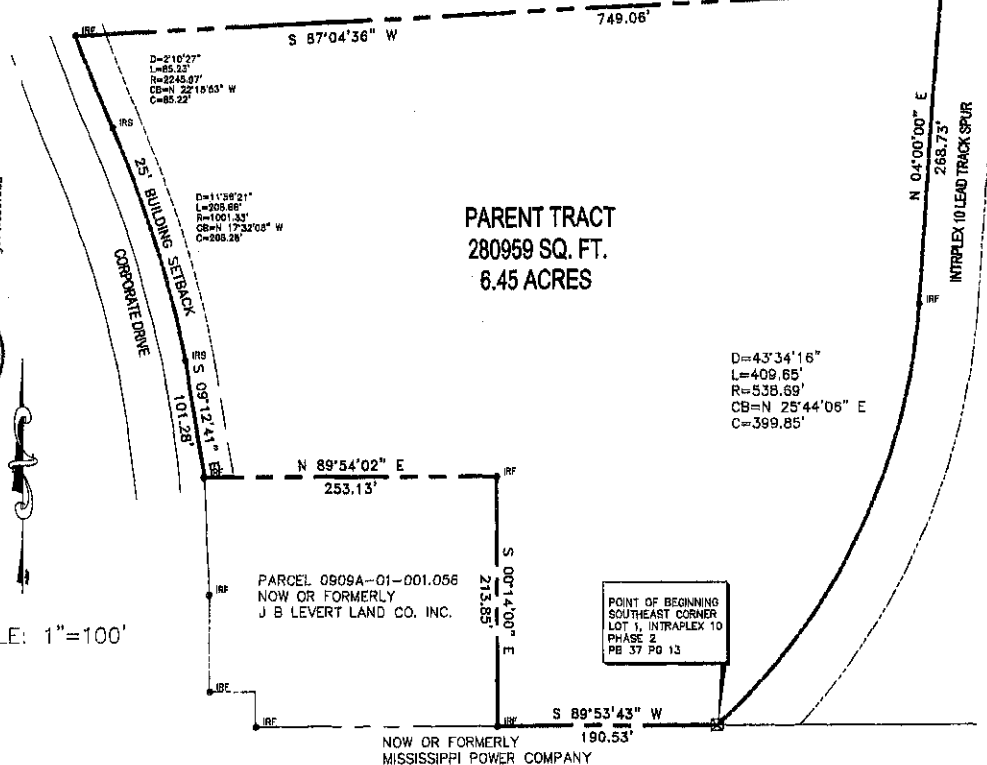
CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909A-01-001.044
RE-SUBDIVISION OF PART OF LOT 1,
INTRAPLEX 10, PHASE 2

PARCEL 0909A-01-001.075
 NOW OR FORMERLY
 FED VII LLC

1st Judicial District
 Instrument 2021 5317 D - 11
 Filed/Recorded 4/20/2021 08:26 A
 Total Fees \$ 26.00
 3 Pages Recorded



SCALE: 1"=100'



OVERALL LEGAL DESCRIPTION OF LAND PRIOR TO RESUBDIVISION

OVERALL PARENT TRACT (AS PER SURVEY)

A parcel of land situated in part of Lot 1, Intraplex 10, Phase 2, per Plat Book 37, Page 13, of the records of the Chancery Clerk of the First Judicial District of Harrison County, City of Gulfport, Mississippi, better described as follows, to-wit:

Beginning at a concrete monument located at the Southeast corner of said Lot 1, Intraplex 10, Phase 2, thence along the West margin of the Intraplex 10 Lead Track Spur along a curve concave to the Northwest, having a radius of 538.69 feet, for a distance of 409.65 feet, having a chord bearing of N 25°44'06" E for a chord distance of 399.85 feet, to an iron rod, thence N 04°00'00" E 268.73 feet to an iron rod, thence S 87°04'36" W 749.06 feet to an iron rod on the East margin of Corporate Drive, thence along a curve concave to the east having a radius of 2245.97 feet for a distance of 85.23 feet, having a chord bearing of S 22°15'53" E for a chord distance of 85.22 feet to an iron rod, thence continue along a curve concave to the west having a radius of 1001.33 feet for a distance of 208.66 feet, having a chord bearing of S 17°32'06" E for a chord distance of 208.28 feet to an iron rod, thence S 09°12'41" E 101.28 feet along Corporate Drive to an iron rod, thence N 89°54'02" E 253.13 feet to an iron rod, thence S 00°14'00" E 213.85 feet to an iron rod, thence N 89°54'43" E 190.53 to the Point of Beginning. Said parcel contains 322835 square feet or 7.41 acres.

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

Bearings based on GPS Observation of the east margin of Corporate Drive, 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-0266-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
 February 4, 2021



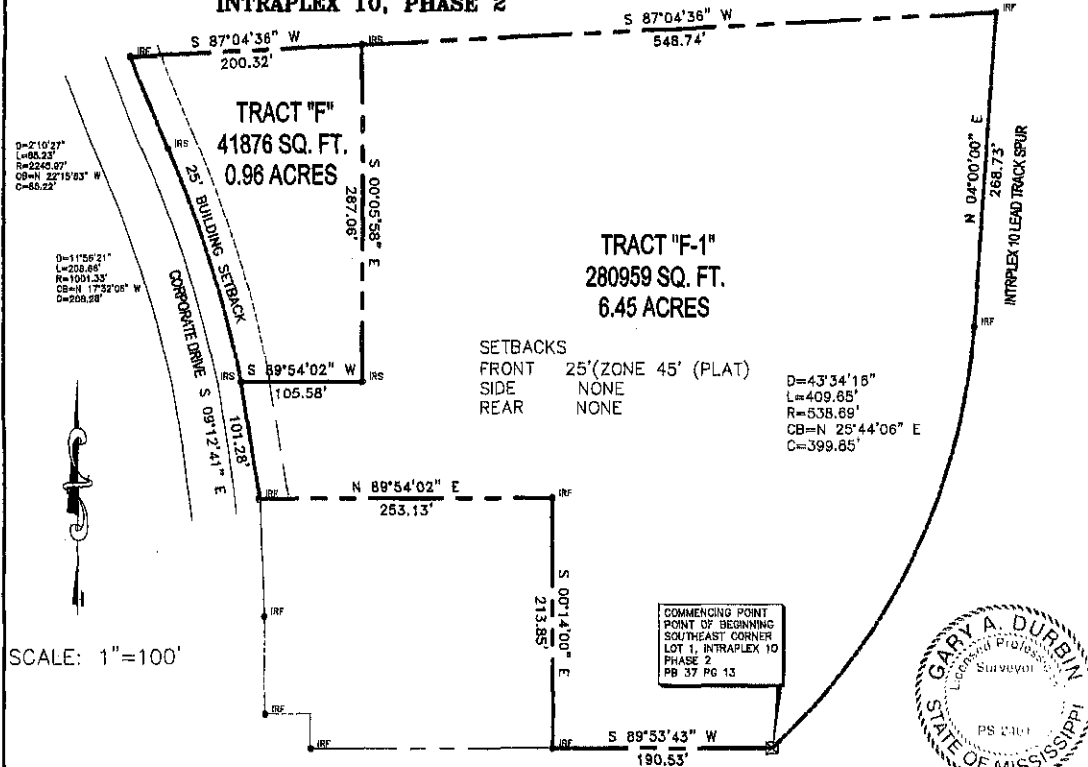
IRF 1/2" IRON ROD FOUND
 IPF 3/4" IRON PIPE FOUND
 IRS 1/2" IRON ROD SET
 P=PLAT OF RECORD
 M=MEASURED
 D=DEED

SHEET 1 OF 3 10736

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

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909A-01-001.044
RE-SUBDIVISION OF PART OF LOT 1,
INTRAPLEX 10, PHASE 2

Lots to be served by utilities available
in the Industrial Park Site 10" water
and existing 15" gravity sewer system.



LEGAL DESCRIPTIONS OF PARCELS CREATED BY THIS RESUBDIVISION

PARCEL "F" (AS PER SURVEY)

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PARCEL "F-1" (AS PER SURVEY)

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

Bearings based on GPS Observation of the east margin of Corporate Drive, 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-0266-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
February 4, 2021
Revised: February 9, 2021

SHEET 2 OF 3 10736

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

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909A-01-001.044
RE-SUBDIVISION OF PART OF LOT 1,
INTRAPLEX 10, PHASE 2

In accordance with Section 8-48 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 Re-subdivision of Parcel #0909A-01-001.044 of land into Parcel F and F-1, Re-subdivision of part of Lot 1, Intraplex 10, Phase 2, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at Glascock Drive. The ad valorem tax parcel number of the subject property is 0909A-01-001.044. The case file number is 7103 PC 027.

OVERALL LEGAL DESCRIPTION OF LAND PRIOR TO RESUBDIVISION SEE SHEET 1 OF 3

OVERALL PARENT TRACT (AS PER SURVEY)

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LEGAL DESCRIPTIONS OF PARCELS CREATED BY THIS RESUBDIVISION

PARCEL "F" (AS PER SURVEY)

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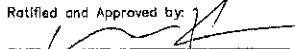
PARCEL "F-1" (AS PER SURVEY)

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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 re-subdivision of the real property described herein.

Ratified and Approved by:


Bill Lovers, Executive Director,
Harrison County Development Commission



This 9th day of February, 2021.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforementioned Bill Lovers, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

This 17th day of March, 2021.

Notary Public

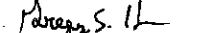
My Commission Expires: Aug 19, 2023

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the 16 day of March, 2021.


Keith Williams, Chairman

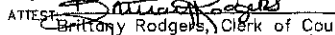
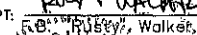
Gulfport City Planning Commission


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 16th day of March, 2021.

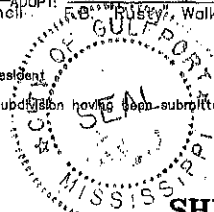
ATTEST:  Brittany Rodgers, Clerk of Council. ADOPT:  Robert Walker, IV, President

Clerk of Council

President

This re-subdivision plat and certificate of Re-subdivision having been submitted and approved by the Mayor, this 17th day of March, 2021. 10736


Billy Hewes, Mayor



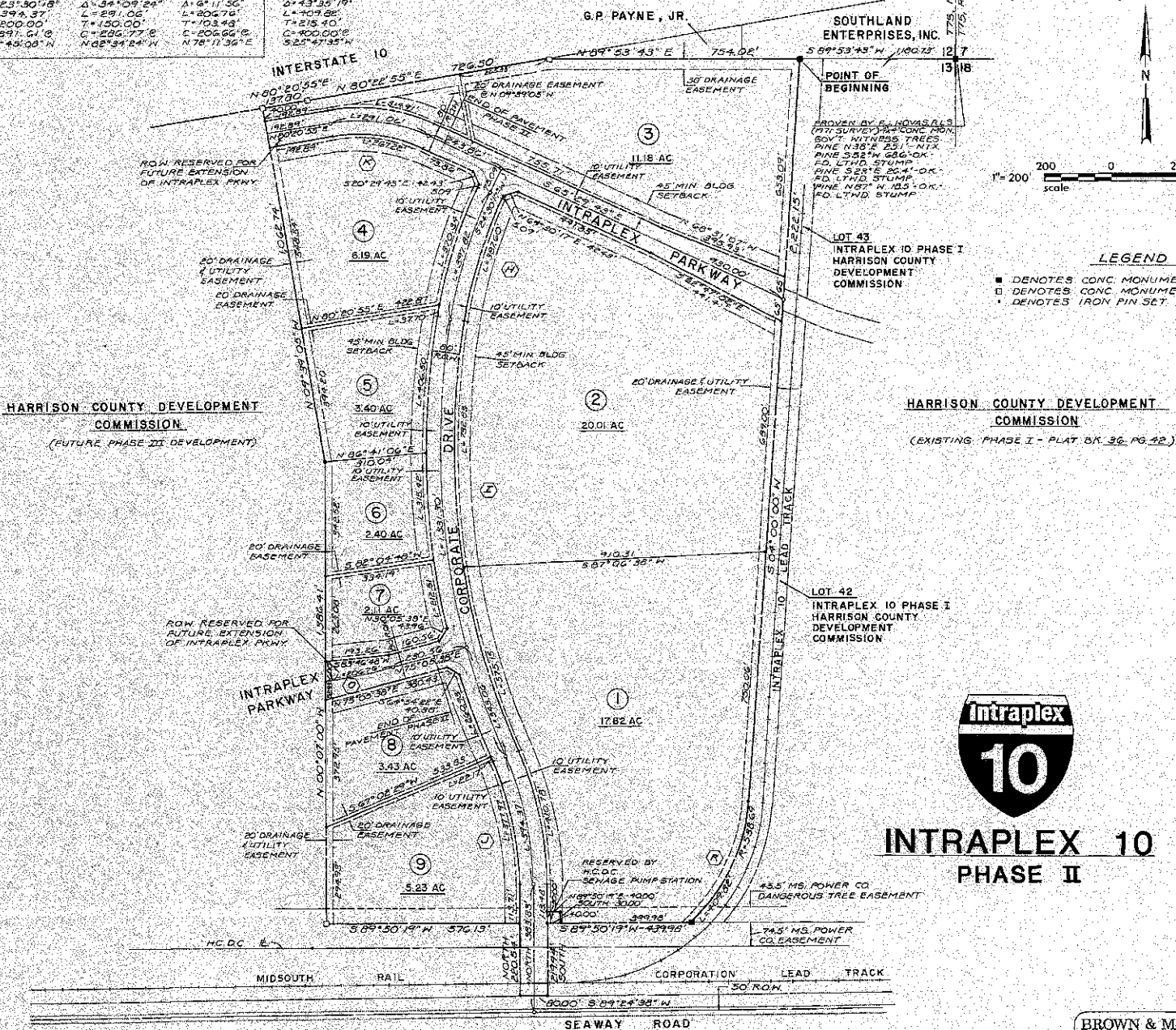
SHEET 3 OF 3

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3832

C. CURVE DATA				
CURVE H	CURVE I	CURVE J	CURVE K	CURVE L
R=1556.75	R=2263.97	R=961.35	R=486.24	R=1911.04
D=3°40'30"	D=2°30'23"	D=5°57'36"	D=1°44'07"	D=2°59'53"
A=14°36'30"	A=33°28'04"	A=23°30'18"	A=34°09'24"	A=16°11'36"
T=347.82	T=1331.30	T=299.37	T=299.05	T=206.76
T=300.00	T=625.12	T=800.00	T=150.00	T=103.43
C=396.74	C=1312.56	C=541.61	C=236.77	C=206.66
N 17°11'02"E	N 6°48'13"E	N 11°40'00"W	N 85°34'24"W	N 78°11'36"E

P. CURVE DATA				
CURVE R	CURVE S	CURVE T	CURVE U	CURVE V
R=536.67	R=1036.67	R=1036.67	R=1036.67	R=1036.67
D=10°30'10"	D=10°30'10"	D=10°30'10"	D=10°30'10"	D=10°30'10"
A=13°35'19"	A=13°35'19"	A=13°35'19"	A=13°35'19"	A=13°35'19"
T=218.40	T=218.40	T=218.40	T=218.40	T=218.40
C=400.00	C=400.00	C=400.00	C=400.00	C=400.00
S 25°47'33"W	S 25°47'33"W	S 25°47'33"W	S 25°47'33"W	S 25°47'33"W

TO CONVERT BEARINGS
TO TRUE NORTH BY
SOLAR OBSERVATION,
ROTATE COUNTER
CLOCKWISE 00°25'55"



INTRAPLEX 10
PHASE II

BROWN & MITCHELL, INC.
Consulting Engineers
622 34th Street Gulfport, MS 39507 601-864-7612



INTRAPLEX 10 PHASE II

LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE SECTION LINE COMMON TO SECTION 13, TOWNSHIP 7 SOUTH, RANGE 11 WEST AND SECTION 12, TOWNSHIP 7 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING SOUTH 89 DEGREES 53 MINUTES 43 SECONDS WEST 1,180.73 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 13, AS PROVEN BY F. J. NOYAS, R.L.S., IN 1971, ALSO BEING LOCATED AT THE NORTHWEST CORNER OF LOT 43, INTRAPLEX 10 PHASE I OF BERNARD BAYOU INDUSTRIAL DISTRICT.

PROCEED THENCE SOUTH 04 DEGREES 00 MINUTES 00 SECONDS WEST 2,222.15 FEET ALONG THE WEST BOUNDARY OF INTRAPLEX 10 PHASE I OF BERNARD BAYOU INDUSTRIAL DISTRICT, TO THE BEGINNING OF A CURVE TO THE RIGHT, THENCE CONTINUE ALONG SAID WEST BOUNDARY CURVE 408.82 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 43 DEGREES 35 MINUTES 19 SECONDS, A CHORD OF 400.00 FEET BEARING SOUTH 25 DEGREES 47 MINUTES 35 SECONDS WEST TO THE SOUTHWEST CORNER OF LOT 42, INTRAPLEX 10 PHASE I OF BERNARD BAYOU INDUSTRIAL DISTRICT, SAID POINT BEING LOCATED ON THE NORTH MARGIN OF A MISSISSIPPI POWER COMPANY EASEMENT, THENCE SOUTH 89 DEGREES 50 MINUTES 19 SECONDS WEST, 439.98 FEET ALONG THE NORTH MARGIN OF SAID EASEMENT TO THE EAST RIGHT-OF-WAY OF CORPORATE DRIVE, THENCE SOUTH 219.94 FEET ALONG SAID RIGHT-OF-WAY OF CORPORATE DRIVE TO THE NORTH RIGHT-OF-WAY OF SEAWAY ROAD, THENCE SOUTH 89 DEGREES 24 MINUTES 38 SECONDS WEST 80.00 FEET ALONG SAID NORTH RIGHT-OF-WAY TO THE WEST RIGHT-OF-WAY OF CORPORATE DRIVE, THENCE NORTH 220.54 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF CORPORATE DRIVE TO THE NORTH MARGIN OF SAID MISSISSIPPI POWER COMPANY EASEMENT, THENCE SOUTH 89 DEGREES 50 MINUTES 19 SECONDS WEST 575.13 FEET ALONG SAID NORTH MARGIN, THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST 1,388.41 FEET, THENCE NORTH 09 DEGREES 38 MINUTES 05 SECONDS WEST 1,082.74 FEET TO THE SOUTH RIGHT-OF-WAY OF INTERSTATE 10, THENCE ALONG SAID SOUTH RIGHT-OF-WAY NORTH 80 DEGREES 20 MINUTES 55 SECONDS EAST 137.80 FEET, THENCE CONTINUE ALONG THE SOUTH RIGHT-OF-WAY OF INTERSTATE 10 NORTH 80 DEGREES 22 MINUTES 55 SECONDS EAST 726.50 FEET TO A POINT WHERE SAID SOUTH RIGHT-OF-WAY INTERSECTS THE SECTION LINE COMMON TO SECTIONS 12 AND 13, TOWNSHIP 7 SOUTH, RANGE 11 WEST, THENCE NORTH 89 DEGREES 53 MINUTES 43 SECONDS EAST 764.02 FEET TO THE NORTHWEST CORNER OF SAID LOT 43, INTRAPLEX 10 PHASE I OF BERNARD BAYOU INDUSTRIAL DISTRICT, AND THE SAID POINT OF BEGINNING.

SAID PROPERTY IS LOCATED IN SECTION 13, TOWNSHIP 7 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI, AND CONTAINS 80.45 ACRES.

SURVEYORS CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE LAND SHOWN ON THIS PLAT AND THAT THE BEARING AND DISTANCES AND OTHER DATA INDICATED HEREON ARE CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY SIGNATURE ON THE 8th DAY OF January, 1990.

George M. Hataway
GEORGE M. HATAWAY, R.L.S.



CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE CAREFULLY COMPARED THE DUPLICATE PLAT OF INTRAPLEX 10 PHASE I OF BERNARD BAYOU INDUSTRIAL DISTRICT WITH THE ORIGINAL PLAT THEREOF AND FIND SAME TO BE AN EXACT COPY THEREOF.

WITNESS OUR SIGNATURES THIS THE 12th DAY OF July, 1990.

N. N. Creel
NICKY CREEL

By: Ripon Kypard, Jr.
DEPUTY CLERK

George M. Hataway
GEORGE M. HATAWAY, R.L.S.

CERTIFICATION OF RECORDATION

FILED AND RECORDED IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 37 Pg 13 ON THE 12th DAY OF February, 1990.

N. N. Creel
NICKY CREEL

By: Ripon Kypard, Jr.
DEPUTY CLERK

CERTIFICATE OF APPROVAL

APPROVAL OF FINAL PLAT, 12th DAY OF Feb., 1990.

Richard L. Bryant
RICHARD BRYANT, COUNTY ENGINEER

APPROVED OF FINAL PLAT, ORDER OF BOARD, MINUTE BOOK 221 PAGE 501 THE 12th DAY OF February, 1990.

C. T. Switzer, Jr.
C. T. SWITZER, JR.

DEDICATION

HARRISON COUNTY DEVELOPMENT COMMISSION AND HARRISON COUNTY BOARD OF SUPERVISORS OWNERS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT, DO DECLARE THIS TO BE A PLAT OF INTRAPLEX 10 PHASE II OF BERNARD BAYOU INDUSTRIAL DISTRICT AND HEREBY DEDICATE THE ROADS AND EASEMENTS SHOWN HEREON TO THE USE OF THE PUBLIC FOREVER.

WITNESS OUR SIGNATURES ON THIS THE 12th DAY OF February, 1990.

HARRISON COUNTY DEVELOPMENT COMMISSION

BY Don E. Mason
DON E. MASON

ATTEST Joe Salloom, Jr.
JOE SALLOOM, JR.

HARRISON COUNTY BOARD OF SUPERVISORS

BY C. T. Switzer, Jr.
C. T. SWITZER, JR.

ATTEST N. N. Creel, Chancery Clerk
NICKY CREEL
By: Ripon Kypard, Jr.

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE AND COUNTY NAMED ABOVE, DON E. MASON, PRESIDENT AND JOE SALLOOM, JR., SECRETARY OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AND C. T. SWITZER, JR., PRESIDENT AND NICKY CREEL, CHANCERY CLERK OF THE HARRISON COUNTY BOARD OF SUPERVISORS, WHO ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING PLAT ON THE YEAR AND DAY THEREIN MENTIONED.

WITNESS MY SIGNATURE AND SEAL OF OFFICE THIS THE 12th DAY OF February, 1990.

Genell Thompson
NOTARY PUBLIC

MY COMMISSION EXPIRES IN COMMISSION EXPIRES SEP 21, 1993

DEDICATION

MISSISSIPPI POWER COMPANY, A CORPORATION, DOES HEREBY JOIN IN THE DEDICATION OF THAT PART OF CORPORATE DRIVE WHICH IS OWNED IN FEE BY IT, ALL SUBJECT TO THE RESTRICTIVE TERMS CONTAINED IN DEED BOOK 1062 AT PAGE 146 AND DEED BOOK 1065 AT PAGE 240, WHICH RESTRICTIONS ARE MADE APPLICABLE TO THAT PART OF CORPORATE DRIVE WHICH IS OWNED IN FEE BY MISSISSIPPI POWER COMPANY.

MISSISSIPPI POWER COMPANY

William K. Malone

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE AND COUNTY NAMED ABOVE William K. Malone, WHO IS THE Vice President OF THE MISSISSIPPI POWER COMPANY WHO ACKNOWLEDGED THAT HE SIGNED, EXECUTED AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 31st DAY OF January, 1990.

T. J. Malone
NOTARY PUBLIC

MY COMMISSION EXPIRES 1-31-92

MY COMMISSION EXPIRES

BROWN & MITCHELL, INC.
Consulting Engineers

521 34th Street Gulfport, MS 39507 601-864-7818



Covenant Affidavit

I, Bill Lavers, being owner or agent of the property 0909A-01-001.044
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] 3/8/22
Signature Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 8th day of March, 20 22

[Signature]
Notary Public



Aug 19, 2023
Commission Expiration

PERMITS/INSP PAYMENT RCPT#: 11176602
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 03/09/22 TIME: 13:47
CLERK: tboyd DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 200.00

AMOUNT PAID: 200.00

PAID BY:
PAYMENT METH: CHECK
REFERENCE: 17577

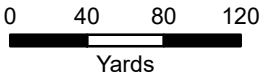
TENDERED: 200.00
AMT APPLIED: 200.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	104656	0909A-01-001.044	HARRISON CO DEV COMM (Owner) Jason Gibson (Agent)	12281 Intraplex Pkwy	GULFPORT	MS	39503
n			Adjacent Property Owners				
	104662	0909A-01-001.050	CORPORATE DRIVE LLC	32 GREENBRIER DR	GULFPORT	MS	39507
	130210	0909A-01-001.075	FED VIII LLC	3601 SPRING HILL BUSINESS PARK	MOBILE	AL	36608
n	102596	0909A-01-001.042	HARRISON CO DEV COMM				0
	115339	0909A-01-001.068	HARRISON CO UTILITY AUTH	14108 AIRPORT RD	GULFPORT	MS	39503
	112129	0909A-01-001.056	J B LEVERT LAND COMPANY INC	P O BOX 518	METAIRIE	LA	70004
	102592	0909A-01-001.038	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102593	0909A-01-001.039	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102594	0909A-01-001.040	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102586	0909A-01-001.032	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102591	0909A-01-001.037	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102590	0909A-01-001.036	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102588	0909A-01-001.034	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102589	0909A-01-001.035	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102587	0909A-01-001.033	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
n	102583	0909A-01-001.029	JOHN FAYARD REAL ESTATE LLC	P O BOX 2189	GULFPORT	MS	39505
	104518	0909H-01-005.000	MISS POWER CO	2992 W BEACH BLVD	GULFPORT	MS	39501
	104664	0909A-01-001.052	UNITED STATES POSTAL SERVICE	RELTY ACQUISITION BRANCH	MEMPHIS	TN	38166
n	104663	0909A-01-001.051	UNITED STATES POSTAL SERVICE	RELTY ACQUISITION BRANCH	MEMPHIS	TN	38166



Legend

- Site
- Adjacent Properties
- Street
- 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.

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:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

Technical Report
Final Plat
(Final Plat Corporate Court Subdivision)

GENERAL INFORMATION

Case File Number: 2204PC078

Hearing Date: April 28, 2022

Current Zoning/Use: I-3 / Vacant Property

Legal: Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

TECHNICAL DETAILS

The applicant requests approval of a Final Plat to create a new 5-lot 6.45-acre industrial subdivision, named Corporate Court.

Regulations state that the minimum property size for new lots in this zoning district is 10,000 square feet with a front yard setback of 50 feet and a side and rear yard setback of 25 feet. Street access created for this is a straight-of-way that is connected to existing roadways and provides an ingress and egress from Corporate Dr.

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.

EXECUTIVE SUMMARY

The project did not meet all of the conditions required approved through the general plan (2102PC016) and should not proceed forward. As all departments approved plans, retroactive enforcement is impractical.

Any approval should consider these conditions:

1. The right-of-way of Corporate Court exceeds the city requirement and should be reduced to 90 feet.
2. Lots are required to be numbered instead of lettered. Corrections needed.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 4/22/22.

Public Works: No comments as of 4/22/22.

Traffic and Safety: No conditions. Memo dated 4/21/22.

Building Code Services: No comments as of 4/22/22.

hsk

Technical Report
Final Plat
(Final Plat Corporate Court Subdivision)

GIS: Conditions: Clearly indicate where the new 5 lots will be on Parcel 0909A-01-001.044. Currently it only indicates 2 lots: "Tract F" and Tract F-1". Memo date 4/21/22.

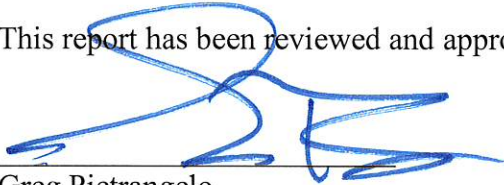
Police Department: No conditions. Memo dated 4/21/22.

Fire Department: No conditions. Memo dated 4/21/22.

City Arborist: No conditions. Memo dated 4/19/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: **Zoning Map Amendment 2204PC079:**

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2204PC079

Hearing Date: April 28, 2022

Current Zoning/Use: B-1/Single-family residence

Legal: Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

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 16,500 square feet of property from B-1 (Neighborhood business) to an R-O (Residence-office) zone. Currently, the property is being used for single-family dwellings. The current zoning does not allow for this use or the expansion of it; single-family homes are considered a nonconforming use in a B-1 zoning district.

According to the City's 2002 Comprehensive Plan, this area was intended to become commercial in the future land use plan; specifically meaning, the existing use of a single-family dwelling was intended to leave the area.

The applicant has chosen changing character of neighborhood as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. Need is addressed by the applicant as this neighborhood overtime has seen businesses move out creating a zoning district that represents more residential aesthetics rather than

Technical Report

Zoning Map Amendment

business. Applicant mentions the recent affordability in building materials which will allow them to renovate their home after recent hurricane damage.

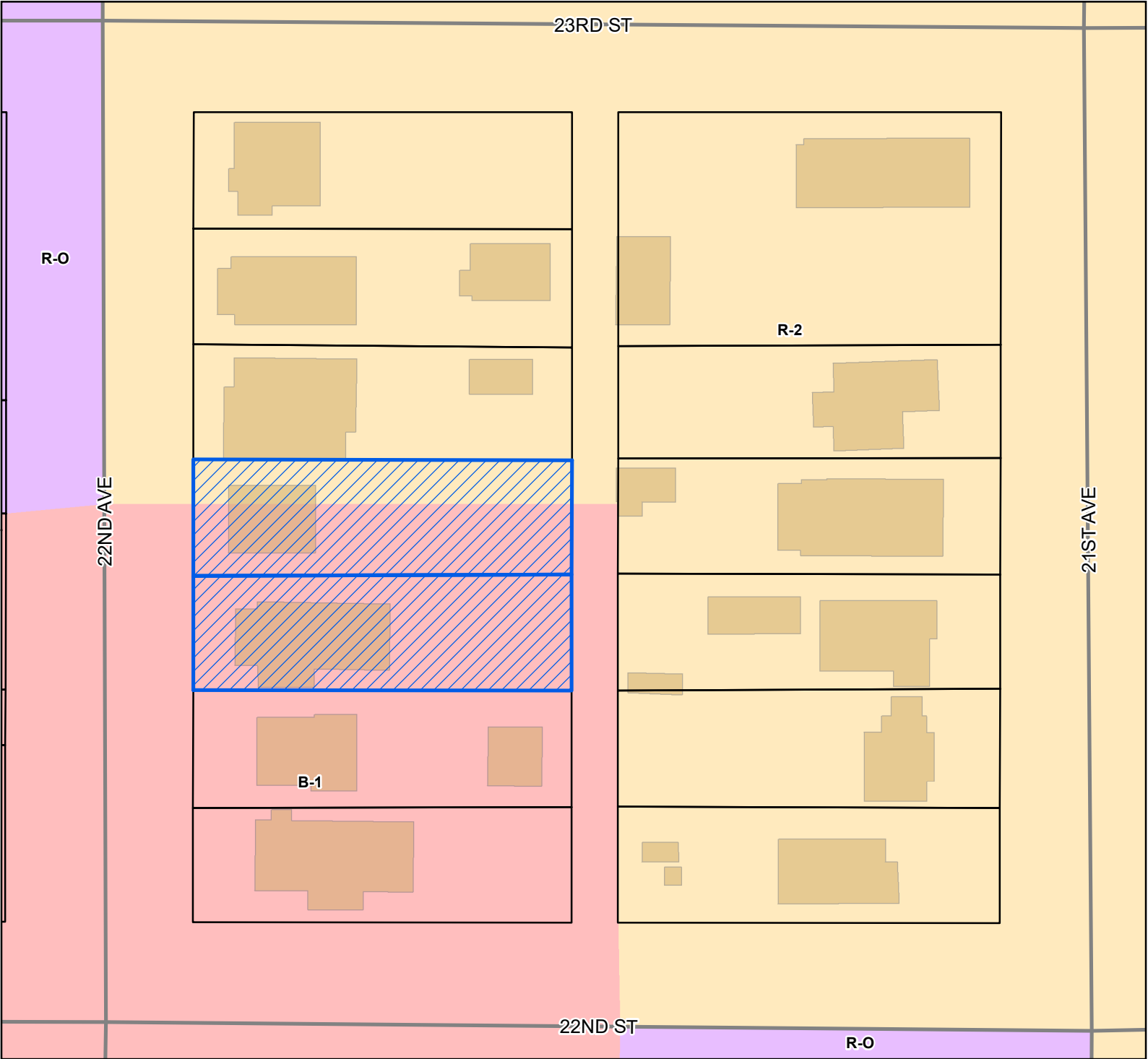
EXECUTIVE SUMMARY

The future plan of the City's growth indicated that continuing this residential use was not in the future. The surrounding neighborhoods remained residential while the area in question was zoned to commercial for future economic development and commerce within the City of Gulfport; after 20 years with the City of Gulfport's Comprehensive Plan, no businesses have moved into the immediate neighborhood, thus, creating an aesthetic of a residential neighborhood opposed to commercial. By designating these parcels an R-O zoning district, there is still opportunity for a mixed-use neighborhood; in fact, this zoning designation allows for more mixed use in the area opposed to strictly residential or commercial zoning. The mapping color for the zoning district in question is unclear or undecipherable, again, allowing for both residential and commercial uses in this district; although the surrounding area is seemingly mixed use, approving this would negate many of the principles for which zoning regulations are intended. Furthermore, the city should enforce its current regulations and require the nonconforming use to not be expanded upon.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department



Legend

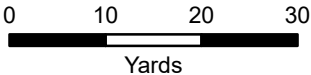
- Site
- Street
- Parcels
- Buildings

Zoning

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

Site Information

0811C-02-038.000
Zoning: B-1 (Neighborhood-business District)
Size: 8,148 square feet
Flood: X



1 inch = 60 feet



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



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

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

Property Information

TAX PARCEL #

0	8	1	1	C

 -

0	2

 -

0	3	8

 .

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 2208 22ND AVENUE GULFPORT, MS

Lot(s) 19 (220), Block(s) 77, Subdivision GULFPORT CITY

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

REZONE FROM B-1 TO R-O

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

FRANK LOMBARDO
Printed Name Of Owner

156 MIRAMAR AVENUE

Mailing Address

Biloxi, MS 39530

City State Zip code

228-254-9110

Home Phone Work/Cell Phone

Email

FRANK.LOMBARDO@COG.MS

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)

FRANK A. LOUBART

ADDRESS (STREET, CITY, STATE, ZIP CODE)

2208 22nd AVE - G.P. MS

PHONE # (H)

228-254-9110 (W)

TAX PARCEL NUMBER(S) OWNED

0811C-02-038.000

SIGNATURE:

[Signature]

NAME OF OWNER (PRINT)

TIMOTHY BENSON

ADDRESS (STREET, CITY, STATE, ZIP CODE)

2208 22nd AVE - G.P. MS

PHONE # (H)

504-616-1425 (W)

TAX PARCEL NUMBER(S) OWNED

0811C-02-038.000

SIGNATURE:

[Signature]

NAME OF OWNER (PRINT)

James E. Ladner

ADDRESS (STREET, CITY, STATE, ZIP CODE)

2212 22nd Ave - Gulfport, MS - 39501

PHONE # (H)

228 865 0453 (W) 228 860 7149

TAX PARCEL NUMBER(S) OWNED

0811C-02-039.000

SIGNATURE:

James E. Ladner

(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:

FRANK A. LOUBART

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) Doris A. Ladner
ADDRESS (STREET, CITY, STATE, ZIP CODE) 2212 22nd Ave Gulfport, Ms 39501
PHONE # (H) 228 865 0453 (W) _____

TAX PARCEL NUMBER(S) OWNED 08116-02-039.000

SIGNATURE: Doris A. Ladner

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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



Designation of Agent

I, James E Ladner, being owner of the property 2212 22nd Avenue
PRINT NAME PRIMARY ADDRESS OF PARCEL
which is the subject of this application hereby authorize FRANK LOUBARDI 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.

James E. Ladner
Signature

2-22-22
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 22nd day of February, 2022

Matilda Welch
Notary Public



To Whom It May Concern:

Regarding the re-zoning request/application for the property located at 2208 22nd Avenue,
Gulfport:

Interest(s):

Frank A Lombardi (owner)
156 Miramar Ave
Biloxi, MS 39530

Timothy Benson (owner)
156 Miramar Ave
Biloxi, MS 39530

Development Schedule:

Upon re-zoning application approval, it is estimated that the renovation of the property would take approximately 3-4 months, barring any unforeseen circumstances.

Effect of Amendment:

Re-zoning would allow future owners to use the property as residential or commercial.

CURRENTLY ZONED COMMERCIAL, HOWEVER THE CHARACTER
OF THE NEIGHBORHOOD HAS CHANGED, BUSINESSES HAVE
MOVED TO OUTLYING HIGHWAY AREAS, WITH RECENT
HURRICANE DAMAGE ~~AND~~ + THE RISING COST OF MATERIALS
~~RETAILERS~~ DEVELOPMENT OF SUBDIVISION IS SLOWED
MAKING EXISTING HOME RENOVATIONS MORE AFFORDABLE
FOR HOME BUYERS.

Prepared by:
Melissa Nunley Reso
Attorney at Law, MS Bar No. 101506
2318 Pass Road, Unit 3
Biloxi, Mississippi 39531
228-207-0484

Return to:
Team Title, LLC
2318 Pass Road, Unit 3
Biloxi, Mississippi 39531
228-207-0484

File #: 21-4050-MS

Indexing Instructions: EXEMPT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
1ST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we,

Michael Austin (Grantor)	and	Carla Cascio (Grantor)
195 E. Rodeo Road		154 Apple Blossom Drive
Casa Grande, AZ 85122		Brandon, MS 39047
(228) 328-8630		(601) 606-1546

do hereby sell, convey, bargain and warrant to

Frank A. Lombardi and Timothy B. Benson (Grantees)
2623 St. Ann Street
New Orleans, LA 70119
(228) 254-9110

As joint tenants with full rights of survivorship and not as tenants in common, the following described real property situated and located in the First Judicial District of Harrison County, State of Mississippi, more particularly and certainly described as:

Lots Nineteen (19) and Twenty (20), Block Seventy-Seven (77), Original Gulfport as per plat of said Original Gulfport, according to the map or plat thereof on file and of record in the office of the Chancery Court Clerk of the First Judicial District of Harrison County, Mississippi, together with all improvements thereon situated and all rights and appurtenances thereunto belonging, or in any wise appertaining.

Being all the property obtained by Grantors under Quitclaim Deed dated March 17, 2010, and filed for record on March 17, 2010, in the office of the Chancery Clerk of the First Judicial District of Harrison County as Instrument #2010 1723 D-J1.

The conveyance herein is subject to all easements, roadways, servitudes, restrictive covenants and oil, gas and other mineral reservations, exceptions, conveyances and leases of record or obvious on reasonable inspection of the subject property.

If bounded by water, the warranty granted herein shall not extend to any part of the above described property which is tideland or coastal wetland as defined in the Mississippi Coastal Wetlands Protection Act and this conveyance includes any natural accretion and is subject to erosion due to the action of the elements.

The property is no part of the homestead of the Grantors herein.

The parties agree that the Ad Valorem taxes for 2022 tax year are being prorated as of this day and are assumed by the Grantees herein.

WITNESS our signatures, this the 19th day of January, 2022.

GRANTOR:


Michael Austin

STATE OF ARIZONA

COUNTY OF Maricopa

Personally appeared before me, the undersigned authority in and for the said County and State, on this 19 day of January, 2022, within my jurisdiction, the within named **Michael Austin** acknowledged that he executed the above foregoing instrument on the day and year herein indicated.


Notary Public
My Commission expires: 08/07/2023



GRANTOR:

Carla O. Cascio
Carla Cascio

STATE OF MISSISSIPPI

COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said County and State, on this 19 day of **January, 2022**, within my jurisdiction, the within named **Carla Cascio** acknowledged that she executed the above foregoing instrument on the day and year herein indicated.

Sonya R. Terry
Notary Public
My Commission expires: 2 May 2025



TAX NOTICES: Grantees are responsible for the property taxes.

This Instrument Prepared By
JONES, JONES & JONES, P.A., Attorneys
P.O. Box 4227
Gulfport, Mississippi 39502
Telephone (601) 864-8965

STATE OF MISSISSIPPI

COUNTY OF HARRISON

BOOK 1347 PAGE 280

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, JAMES DAVID KENDRICK and wife, LORI M. KENDRICK, 111 Dogwood Drive, Gulfport, MS. 39507, 601-896-8951, do hereby sell, convey and warrant unto JAMES EDWARD LADNER and wife, DORIS A. LADNER, 2212 22nd Avenue, Gulfport, MS. 39501, 601-865-4754, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lots Twenty-one (21) and Twenty-two (22), Block Seventy-seven (77), ORIGINAL GULFPORT, 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 (Copy Book 4A at page 368) thereof, reference to which is hereby made in aid of and as a part of this description.

AS PART OF THE CONSIDERATION for this conveyance, the grantees by the acceptance of this Deed, assume and agree to pay, as and when due and payable, all amounts owing on the indebtedness secured by that certain Deed of Trust outstanding against said property dated June 30, 1986, in favor of CAMERON-BROWN COMPANY, the original mortgagee, as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Deed of Trust Book 1142 at Page 108 thereof, said Deed of Trust having been assigned to MidFirst Bank by Assignment dated June 30, 1995, and recorded in the office of the Chancery Clerk aforesaid in Deed of Trust Book 1644 at Page 328 thereof. The Grantees also hereby assume the obligations of Gregory A. McHugh and Tamara J. McHugh, the original borrowers, under the terms and conditions of the instruments creating the loan to indemnify the Federal Housing Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned.

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.

AD VALOREM TAXES for the current year have been pro-rated and are hereby assumed by the Grantees herein.

ANY AND ALL ESCROW FUNDS now held by CAMERON-BROWN COMPANY and/or MidFirst Bank in connection with the above loan are hereby transferred and assigned unto the Grantees herein.

A VENDOR'S LIEN is hereby reserved by the Grantors to assure the prompt and faithful performance of the conditions of the Note and Deed of Trust hereinabove described. It is understood and agreed that proper cancellation and satisfaction of said Deed of Trust of record shall constitute full cancellation and satisfaction of the within Vendor's Lien.

WITNESS OUR SIGNATURES, on this the 27th day of August, 1996.

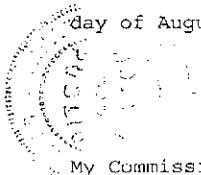
James David Kendrick
JAMES DAVID KENDRICK

Lori M. Kendrick
LORI M. KENDRICK

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, JAMES DAVID KENDRICK and wife, LORI M. KENDRICK, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of August, 1996.



My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 17, 1999

Sherry C. Cuevas
NOTARY PUBLIC

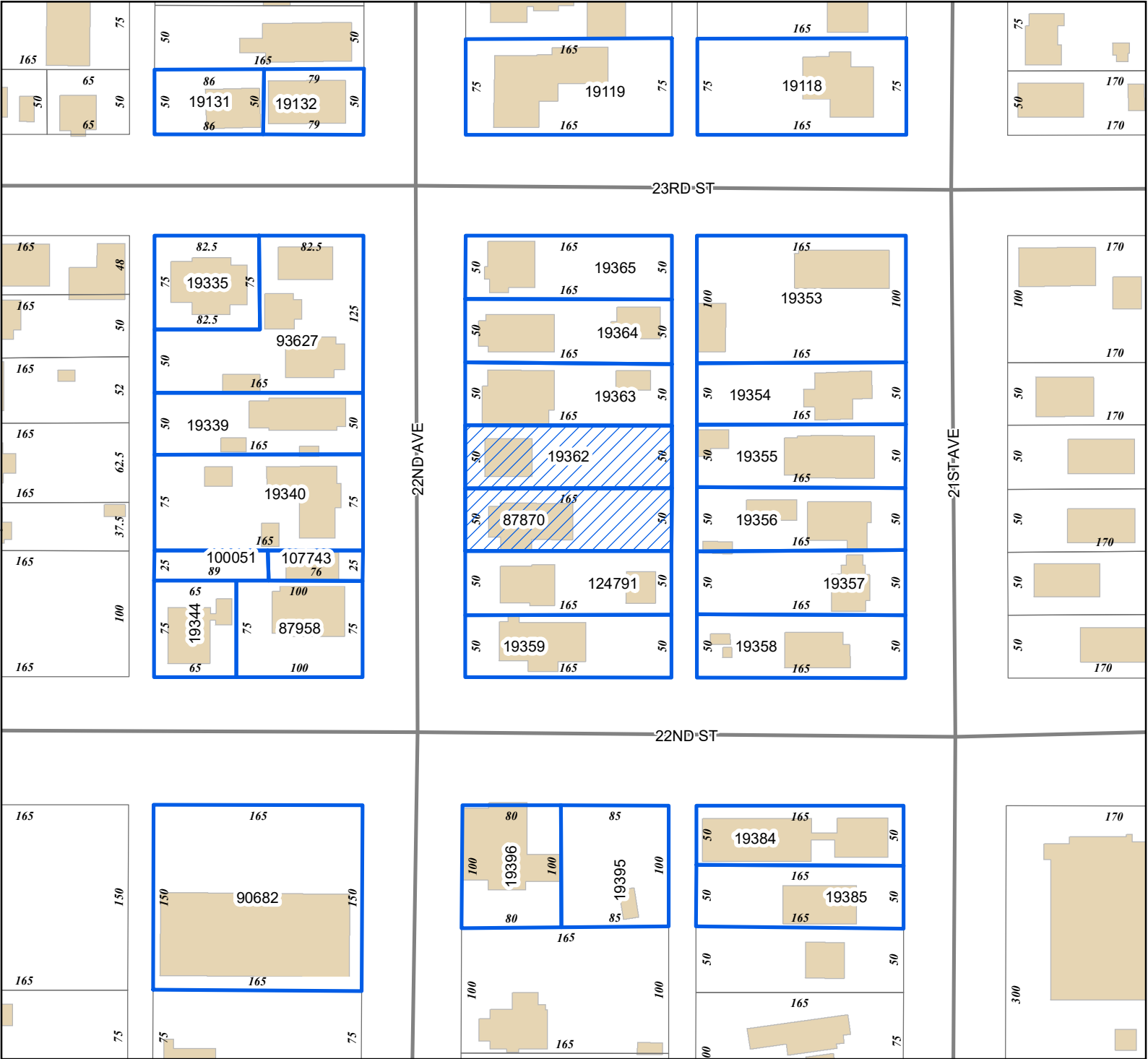
STATEMENT OF FEES	
Recording Fee	\$6.00
Abstracting/Section Fee at \$1.00 each	100
Marginal Entry at 50 each	—
Other	—
TOTAL FEES COLLECTED	7.00

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

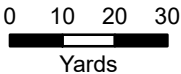
I hereby certify that this instrument was received and filed for record at 4 o'clock and 41 minutes P.M. on 5th day of Sept. A.D. 19 96 and recorded Sept 6, 19 96 in Records of Deeds

Book 1347 Pages 280-281

By John McAdams Chancery Clerk
Cindy W. W. D.C.



- Legend**
- Site
 - Adjacent Properties
 - Street
 - Buildings



1 inch = 110 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
N	19362	0811C-02-039.000	LADNER JAMES & DORIS (OWNER)	2212 22ND AVE	GULFPORT	MS	39501
			FRANK LOMBARDI & TIM BENSON				
	87870	0811C-02-038.000	(OWNER)	2208 22ND AVE	GULFPORT	MS	39501
N	87871	0811C-02-038.000	FRANK LOMBARDI (AGENT)	156 MIRAMAR AVE	BILOXI	MS	39530
			Adjacent Property Owners				
	19385	0811F-01-031.000	BROUSSARD JONES TRUST	1003 WANDA PL	GULFPORT	MS	39501
	19355	0811C-02-033.000	CHATMAN AUDREY B	2211 21ST AVE	GULFPORT	MS	39503
	19363	0811C-02-040.000	CORLEY EDDIE LEE	2218- 22ND AVENUE	GULFPORT	MS	39501
	19356	0811C-02-034.000	CROSS ALVIN -EST-	2209 21ST AVE	GULFPORT	MS	39501
	93627	0811C-03-013.000	HASTEN PATRICIA A	13164 TRAILWOOD DR	GULFPORT	MS	39503
	19335	0811C-03-014.000	HENDERSON CHRISTOPHER M	P O BOX 1635	GULFPORT	MS	39502
	19358	0811C-02-036.000	INGRAM KAREN IRENE	2201 21ST AVE	GULFPORT	MS	39501
	87958	0811C-03-018.000	JAC HOLDINGS LLC	19157 CHAMPION CIRCLE	GULFPORT	MS	39501
	19357	0811C-02-035.000	KOPTYRA MICHAEL J & OLGA V	P O BOX 3733	GULFPORT	MS	39505
				1605 23RD AVE C/O DAVID W JONES			
	100051	0811C-03-018.001	LEX E MOHON SR REVOCABLE TRUST	TRUSTEE	GULFPORT	MS	39501
	19359	0811C-02-037.000	MCHUGH RYAN & KRISTIE L	2601 KELLY AVE	GULFPORT	MS	39501
	107743	0811C-03-018.002	MCNEILL LEZLIE & SIMMONS STACY	227 22ND AVE	GULFPORT	MS	39501
	19119	0811C-02-042.000	NESBITT JIMMY W & KATHERINE WALKER	2300 22ND AVE	GULFPORT	MS	39501
	19353	0811C-02-031.000	POWELL M CHANNING & LORI H	2221 21ST AVE	GULFPORT	MS	39501
N	19118	0811C-02-030.000	POWELL MICHAEL CHANNING & LORI H	2221 21ST AVE	GULFPORT	MS	39501
N	19354	0811C-02-032.000	POWELL MICHAEL CHANNING & LORI R	2221 21ST AVE	GULFPORT	MS	39501
	19340	0811C-03-017.000	PURCHNER RONALD & TERESA	2211 22ND AVE	GULFPORT	MS	39501
N	124791	0811C-02-038.001	PURCHNER RONALD & TERESA	2211 22ND AVE	GULFPORT	MS	39501
	19339	0811C-03-016.000	PURCHNER TYLER	2215 22ND AVE	GULFPORT	MS	39501
	19364	0811C-02-041.001	RIVERBEND GULFPORT LLC	11839 SLEEPING DEER	SAUCIER	MS	39574
	19365	0811C-02-041.000	RUNKEL MEGAN	2224 22ND AVE	GULFPORT	MS	39501
	19384	0811F-01-030.000	SABRINA L KEYS LLC	8366 LOUISIANA AVE	GULFPORT	MS	39503
	19344	0811C-03-019.000	SHERMAN RANDI & BERENS MARK	6520 PLATT AVE #307	WEST HILLS	CA	91307
	19395	0811F-01-063.000	STATE OF MISS 6/8/2020	P O BOX 136	JACKSON	MS	39205
	19131	0811C-03-011.000	SWETMAN PROPERTIES LLC	1987 BAYSIDE DR	BILOXI	MS	39532
	19132	0811C-03-012.000	WILLIAMS JAMES	2010 22ND AVE	GULFPORT	MS	39501
	19396	0811F-01-064.000	WILLIAMS JAMES	2111 22ND ST	GULFPORT	MS	39501
	90682	0811F-01-065.000	WORD OF FAITH CHRISTIAN CENTER HATT	2111 COUNTRY CLUB ROAD	HATTIESBURG	MS	39401

RE: Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (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, April 28, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, April 28, 2022**. 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:****IPL0068175****External Order #:****246126****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< 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: April 28, 2022

Re: **Zoning Text Amendment 2205PC085:**

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses



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

APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: 2205PC085

Date Received: 3/24/2022

Receipt #: _____

Received By: CL

Zoning: Various

Ward: _____ Flood: _____

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

Add definitions and use chart to the City Zoning Regulations for Medical Cannabis.

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

City of Gulfport

Printed Name Of Owner
2309 15th Street

Mailing Address
Gulfport MS 3950

City State Zip code
228-868-5700

Home Phone Work/Cell Phone
planners@gulfport-ms.gov

Email
Greg Holmes

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 H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, SECTION I DEFINITIONS (B) WORDS AND PHRASES AND SECTION III DISTRICT REGULATIONS, (K) CHART OF PERMITTED USES, (2) SCHEDULE OF USES, MANUFACTURING, RETAIL AND WHOLESALE TRADE, SERVICES CATEGORIES.

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, that the Comprehensive Zoning Ordinance should be amended to add various definitions to the same and to allow additions and/or changes to certain uses in the Chart of Permitted Uses as they relate to particular zoning districts. The case file number is 2205PC085.

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

SECTION 1: That the Official text 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 read as follows under Section I Definitions, (B) Words and Phrases, which adds the following definitions in the appropriate alphabetical location:

Sec. I. – Definitions.

(B) Words and phrases: Words and phrases used in this ordinance are defined as follows:

Medical cannabis establishment: means a cannabis cultivation facility, cannabis processing facility, cannabis testing facility, cannabis dispensary, cannabis transportation entity, cannabis disposal entity or cannabis research facility licensed and registered by the appropriate agency. The main point of entry of a medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a waiver to this distance restriction by receiving approval from the school, church or child care facility and by applying for a waiver with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or child care facility. No medical cannabis dispensary may be located within a one-thousand-five-hundred-feet (1,500) radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary.

The following definitions are a subset of Medical cannabis establishment and must meet the distance requirements established within the definition:

- (1) Cannabis Cultivation Facilities:* means a business entity licensed and registered by the Mississippi Department of Health that acquires, grows, cultivates and harvests medical cannabis in an indoor, enclosed, locked and secure area.
- (2) Cannabis disposal entity:* means a business licensed and registered by the Mississippi Department of Health that is involved in the commercial disposal or destruction of medical cannabis.
- (3) Cannabis processing facility:* means a business entity that is licensed and registered by the Mississippi Department of Health that:
 - (a)* Acquires or intends to acquire cannabis from a cannabis cultivation facility;

- (b) Possesses cannabis with the intent to manufacture a cannabis product;
- (c) Manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and
- (d) Sells or intends to sell a cannabis product to a medical cannabis dispensary, cannabis testing facility or cannabis research facility.

(4) *Cannabis research facility*: means a research facility at any university or college in this state or an independent entity licensed and registered by the Mississippi Department of Health pursuant to this chapter that acquires cannabis from cannabis cultivation facilities and cannabis processing facilities in order to research cannabis, develop best practices for specific medical conditions, develop medicines and provide commercial access for medical use.

(5) *Cannabis testing facility*: means an independent entity licensed and registered by the Mississippi Department of Health that analyzes the safety and potency of cannabis.

(6) *Cannabis transportation entity*: means an independent entity licensed and registered by the Mississippi Department of Health that is involved in the commercial transportation of medical cannabis.

(7) *Medical cannabis dispensary*: means an entity licensed and registered with the Mississippi Department of Revenue that acquires, possesses, stores, transfers, sells, supplies or dispenses medical cannabis, equipment used for medical cannabis, or related supplies and educational materials to cardholders.

SECTION 2: That the official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, be and the same is hereby amended to make the following additions and/or changes to certain uses in the Chart of Permitted Uses as they relate to particular zoning districts.

In Appendix A – Zoning – Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, MANUFACTURING – Cannabis Disposal Facility; and Cannabis Processing Facility should be amended as follows:

* Need not be conducted entirely within a completely enclosed structure.																							
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed																							
Names of Uses and Conditions	A-1, T1, T2																						
	R-E																						
	R-UE																						
	R-1-15																						
	R-1-10																						
	R-1-7.5, T3																						
	R-1-5																						
	R-2																						
	R-3																						
	R-4																						
	R-O, T4L																						
	R-B, T4+																						
	B-1, T5																						
	B-2, T6																						
	B-4																						
E-G																							
I-1																							
I-2																							
I-3																							
SB																							
WF																							
AE																							
MANUFACTURING																							
Cannabis Disposal Entity; Cannabis Processing Facility (See definitions for distance requiremen ts)	R	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	

Cannabis Disposal Entity; Cannabis Processing Facility (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

In Appendix A – Zoning – Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, COMMUNICATION, TRANSPORTATION, AND UTILITIES – Cannabis Transportation Facility should be amended as follows:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
COMMUNICATION, TRANSPORTATION, AND UTILITIES																						
Cannabis Transportati on Facility (See definitions for distance requiremen ts)	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—
Cannabis Transportati on Facility (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requiremen ts)	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—

In Appendix A – Zoning, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, RETAIL AND WHOLESALE TRADE – Medical Cannabis Dispensary, as follows:

[illegible]

In Appendix A – Zoning – Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, RESOURCES PRODUCITON OR EXTRACTION – Cannabis Cultivation should be amended as follows:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
RESOURCES PRODUCITON OR EXTRACTION																						
Cannabis Cultivation (See definitions for distance requiremen ts)	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—
Cannabis Cultivation (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requiremen ts)	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—

SECTION 3: This ordinance shall be in full force and effect thirty (30) days after the date of passage. THIS NEEDS TO BE REVISED TO ADD THE LANGUAGE FROM MARGARET. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends Appendix A to the City’s Code of Ordinances (the Zoning Ordinance) by adding various definitions associated with the Mississippi Medical Cannabis Act and amending the Zoning Ordinance’s ‘Chart of Permitted Uses’” related thereto. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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 votes, to wit:

YEAS:

ABSTENTIONS:

ABSENCES:

NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted this the _____ day of _____, 2022.

(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 _____, _____.

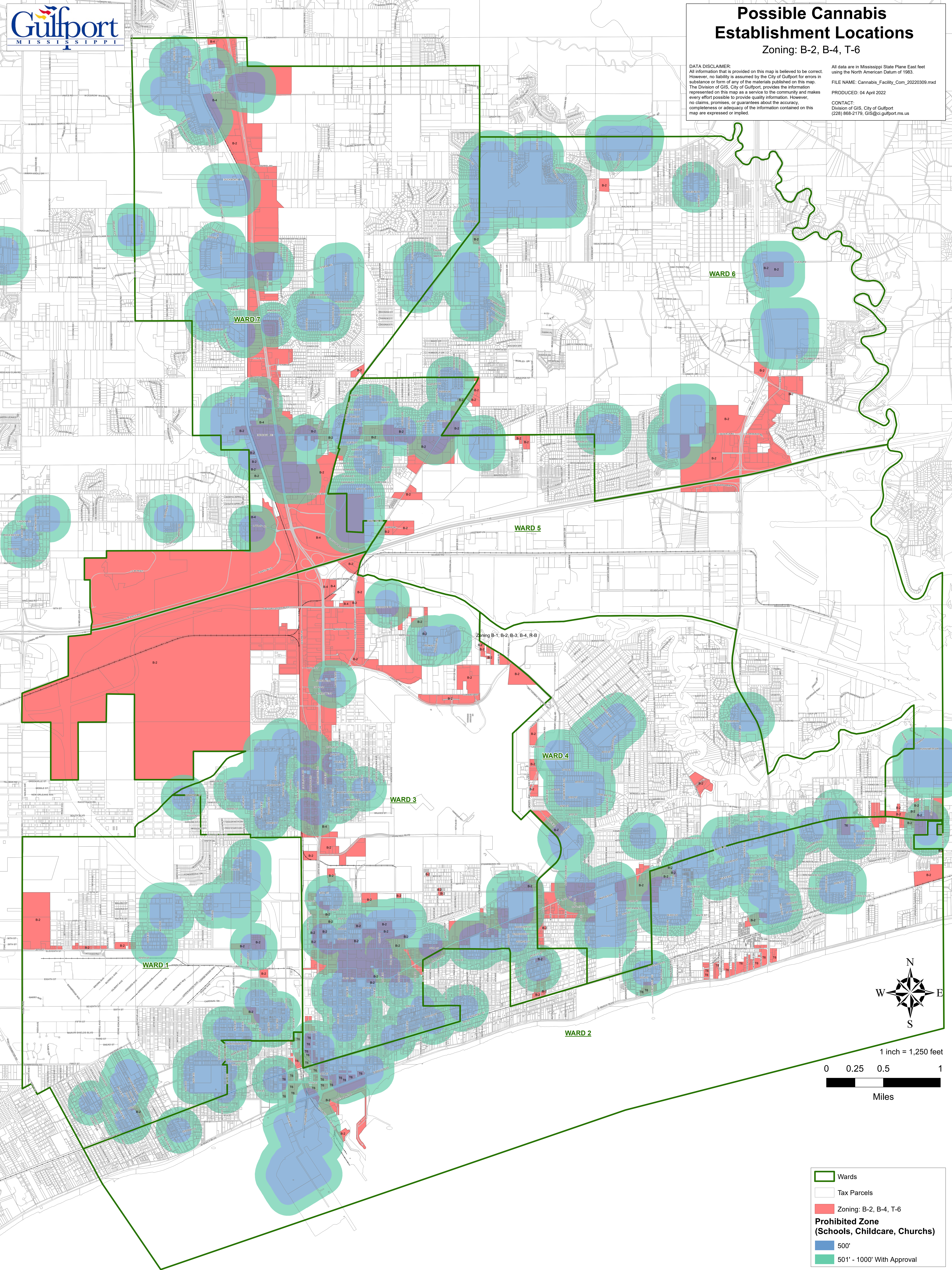
BILLY HEWES, Mayor

Possible Cannabis Establishment Locations

Zoning: B-2, B-4, T-6

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 Division of GIS, 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.

All data are in Mississippi State Plane East feet using the North American Datum of 1983.
FILE NAME: Cannabis_Facility_Com_20220309.mxd
PRODUCED: 04 April 2022
CONTACT:
Division of GIS, City of Gulfport
(228) 868-2179, GIS@ci.gulfport.ms.us



Wards

Tax Parcels

Zoning: B-2, B-4, T-6

Prohibited Zone
(Schools, Childcare, Churches)

500'

501' - 1000' With Approval

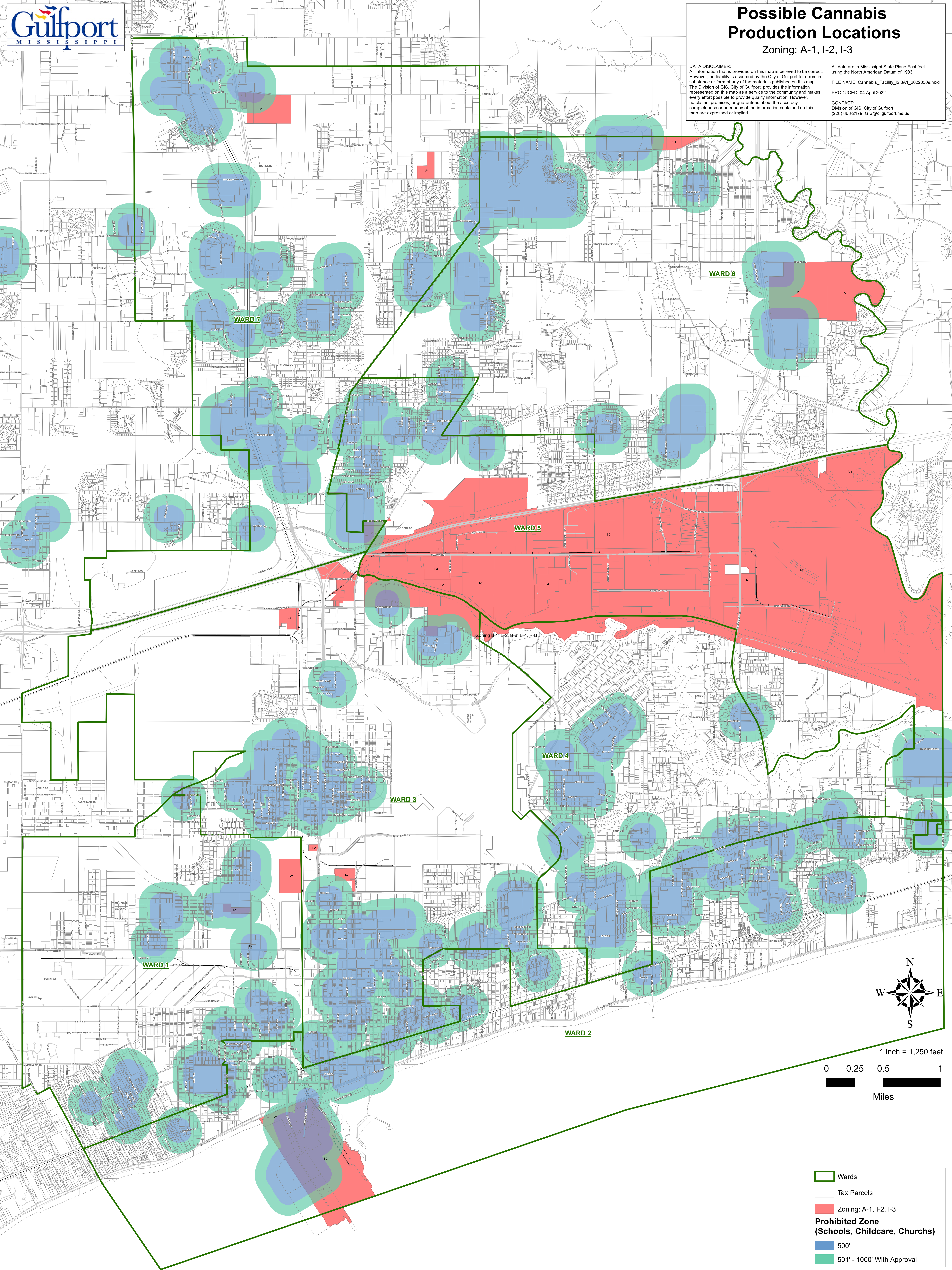


Possible Cannabis Production Locations

Zoning: A-1, I-2, I-3

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 Division of GIS, 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.

All data are in Mississippi State Plane East feet using the North American Datum of 1983.
FILE NAME: Cannabis_Facility_1213A1_20220309.mxd
PRODUCED: 04 April 2022
CONTACT:
Division of GIS, City of Gulfport
(228) 868-2179, GIS@ci.gulfport.ms.us



Wards

Tax Parcels

Zoning: A-1, I-2, I-3

Prohibited Zone
(Schools, Childcare, Churches)

500'

501' - 1000' With Approval

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:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**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**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

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, April 28, 2022 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.

Resubdivision 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

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

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, SECTION I DEFINITIONS (B) WORDS AND PHRASES AND SECTION III DISTRICT REGULATIONS, (K) CHART OF PERMITTED USES, (2) SCHEDULE OF USES, MANUFACTURING, RETAIL AND WHOLESALE TRADE, SERVICES CATEGORIES.

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, that the Comprehensive Zoning Ordinance should be amended to add various definitions to the same and to allow additions and/or changes to certain uses in the Chart of Permitted Uses as they relate to particular zoning districts. The case file number is 2205PC085.

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

SECTION 1: That the Official text 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 read as follows under Section I Definitions, (B) Words and Phrases, which adds the following definitions in the appropriate alphabetical location:

Sec. I. – Definitions.

(B) Words and phrases: Words and phrases used in this ordinance are defined as follows:

Cannabis cultivation facilities: means a business entity licensed and registered by the Mississippi Department of Health that acquires, grows, cultivates and harvests medical cannabis in an indoor, enclosed, locked and secure area. See definition of “medical cannabis establishment” for distance requirements and applicable zones.

Cannabis disposal entity: means a business licensed and registered by the Mississippi Department of Health that is involved in the commercial disposal or destruction of medical cannabis. See definition of “medical cannabis establishment” for distance requirements and applicable zones.

Cannabis processing facility: means a business entity that is licensed and registered by the Mississippi Department of Health that:

- (a) Acquires or intends to acquire cannabis from a cannabis cultivation facility;
- (b) Possesses cannabis with the intent to manufacture a cannabis product;
- (c) Manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and
- (d) Sells or intends to sell a cannabis product to a medical cannabis dispensary, cannabis testing facility or cannabis research facility.

See definition of “medical cannabis establishment” for distance requirements and applicable zones.

Cannabis research facility: means a research facility at any university or college in this state or an independent entity licensed and registered by the Mississippi Department of Health pursuant to this chapter that acquires cannabis from cannabis cultivation facilities and cannabis processing facilities in order to research cannabis,

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed ± = T zones removed (see definitions)																						
Names of Uses and Conditions	A-1, T 1, T 2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
	MANUFACTURING																					

Cannabis Disposal Entity; Cannabis Processing Facility (See definitions for distance requirements)	R ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—
Cannabis Disposal Entity; Cannabis Processing Facility (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	P ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—

In Appendix A – Zoning – Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, COMMUNICATION, TRANSPORTATION, AND UTILITIES – Cannabis Transportation Facility should be amended as follows:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed ± = T zones removed (see definitions)																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
COMMUNICATION, TRANSPORTATION, AND UTILITIES																						
Cannabis Transportati on Facility (See definitions for distance requiremen ts)	P ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—
Cannabis Transportati on Facility (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requiremen ts)	P ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—

In Appendix A – Zoning, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, RETAIL AND WHOLESALE TRADE – Medical Cannabis Dispensary, as follows:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed ± = T zones removed (see definitions)																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
RETAIL AND WHOLESALE TRADE																						
Medical Cannabis Dispensary (See definitions for distance requirements)	—	—	—	—	—	—	—	—	—	—	—	—	—	R ±	R	—	—	—	—	—	—	—
Medical Cannabis Dispensary (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	—	—	—	—	—	—	—	—	—	—	—	—	—	P ±	P	—	—	—	—	—	—	—

In Appendix A – Zoning – Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, SERVICES – Cannabis Research Facility; and Cannabis Testing Facility should be amended as follows:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed ± = T zones removed (see definitions)																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
SERVICES																						
Cannabis Research Facilities; Cannabis Testing Facilities (See definitions for distance requirement s)	P ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—
Cannabis Research Facilities; Cannabis Testing Facilities (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirement s)	P ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—

In Appendix A – Zoning – Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, RESOURCES PRODUCTION OR EXTRACTION – Cannabis Cultivation should be amended as follows:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
RESOURCES PRODUCTION OR EXTRACTION																						
Cannabis Cultivation (See definitions for distance requirements)	R ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—
Cannabis Cultivation (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	P ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—

SECTION 3: With the specific finding made by the Governing Authority herein that the immediate effectiveness of this Ordinance is needed and necessary for the immediate and temporary preservation of the public peace, health and safety, most especially associated with the Mississippi Legislature’s recent adoption of the “Mississippi Medical Cannabis Act” and the effect this has on the City and its inhabitants, this Ordinance shall be in full force and become effective immediately upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. For failure to be adopted unanimously as reflected by the votes registered herein, this Ordinance shall take effect thirty (30) days after the date of passage hereof.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends Appendix A to the City’s Code of Ordinances (the Zoning Ordinance) by adding various definitions associated with the Mississippi Medical Cannabis Act and amending the Zoning Ordinance’s ‘Chart of Permitted Uses’ related thereto. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi

39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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 votes, to wit:

YEAS: ABSTENTIONS: ABSENCES: NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted this the ____ day of _____, 2022.

(SEAL:)

ATTEST: _____ ADOPTED: _____

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2022.

APPROVED:

MAYOR

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Other Business

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: April 28, 2022

Re: Modification - General Subdivision Plan 2204PC045, by agent Rumsey engineering, tax parcels 0807F-01-003.000 & 0807F-01-004.000, Approval of a General Plan for 88-lot subdivision (Swan Ridge), S Swan Rd, Zoned R-1-10, Ward 7